

Republic of the Philippines  
Supreme Court  
Manila

EN BANC

**RYAN ANTHONY O. LIM,**  
*Complainant,*

**A.C. No. 13468**  
**(Formerly CBD Case No.**  
**17-5379)**

Present:

GESMUNDO, C.J.,  
LEONEN,  
CAGUIOA,  
HERNANDO,  
LAZARO-JAVIER,  
INTING,  
ZALAMEDA,  
LOPEZ, M.,  
GAERLAN,  
ROSARIO,  
LOPEZ, J.,  
DIMAAMPAO,  
MARQUEZ,  
KHO, JR., and  
SINGH, JJ.

- versus -

**ATTY. CARLO MARCO**  
**BAUTISTA,**  
*Respondent.*

Promulgated:

February 21, 2023

X ----- X

**DECISION**

***PER CURIAM:***

This resolves the administrative Complaint<sup>1</sup> filed before the Integrated Bar of the Philippines – Commission on Bar Discipline (IBP-CBD) by Ryan

<sup>1</sup> Rollo, pp. 2-23, inclusive of annexes. The complaint was docketed as IBP Case No. 17-5379.

Anthony O. Lim (complainant) against Atty. Carlo Marco Bautista (respondent).

## 1.

The complainant accuses respondent of violations of Rule 1.01<sup>2</sup> and Rule 1.02<sup>3</sup> of Canon 1 of the Code of Professional Responsibility (CPR), and Canons 15,<sup>4</sup> 16,<sup>5</sup> 17,<sup>6</sup> 18,<sup>7</sup> 19<sup>8</sup> and 20.<sup>9</sup> The particulars behind these accusations have been summarized by the IBP-CBD, to wit:

Complainant Lim accuses the respondent of acting as a *fixer* by representing himself as having connections with the Makati Prosecutor's Office where the case of Lim's father is pending, and that he can influence the prosecutors to deliver a favorable resolution to him. This prompted complainant to issue checks amounting to millions of pesos as consideration for the favor.

x x x x

In this case, despite respondent's denial that he is the counsel of complainant, his father and uncle, the checks presented by the complainant which he issued to him x x x tend to prove the millions of pesos he paid to respondent by way of acceptance fee, retainer's fee and expenses of favors from the court and prosecutors.

Complainant issued to respondent BPI Check No. 627080 for [P] 200,000.00 on 17 November 2014 by way of retainer's fees. This check while issued in the name of Rodriguez has an annotation which states "Retainer for Atty" (Exhibit "A"), and respondent admitted having received half of the money or only [P]100,000.00 allegedly because Rodriguez kept the other half. Granting that respondent received only [P]100,000.00 this does not change the fact that he received the money knowing that it came from Lim.

Lim also issued to respondent Atty. Bautista Sterling Bank of Asia Check No. 3671302 for [P]6,000,000.00 (Exhibit "B") which contains an annotation "Resolution, warrant, denial". Lim explained that the check was issued as initial payment to start respondent's legwork and mobilize his contacts to obtain a favorable resolution, warrant of arrest and denial of the opponent's motion for reconsideration for the case of his father. Respondent admitted having received the check but alleged that it is a sort of escrow arrangement which should be released upon order of Lim; and that he had it encashed and kept the money in the

<sup>2</sup> RULE 1.01 A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

<sup>3</sup> RULE 1.02 A lawyer shall not counsel or abet activities aimed at defiance of the law or at lessening confidence in the legal system.

<sup>4</sup> CANON 15 – A lawyer shall observe candor, fairness and loyalty in all his dealings and transactions with his clients.

<sup>5</sup> CANON 16 – A lawyer shall hold in trust all moneys and properties of his client that may come into his possession.

<sup>6</sup> CANON 17 – A lawyer owes fidelity to the cause of his client and he shall be mindful of the trust and confidence reposed in him.

<sup>7</sup> CANON 18 – A lawyer shall serve his client with competence and diligence.

<sup>8</sup> CANON 19 – A lawyer shall represent his client with zeal within the bounds of the law.

<sup>9</sup> CANON 20 – A lawyer shall charge only fair and reasonable fees.

trunk of his car to be readily available if Lim demands for it. This is quite odd. The amount was given in the form of a check which is safer to keep rather than cash. It is quite strange why respondent would encash it and just keep it in a back pack in the trunk of his car. If the money is for safekeeping he should have been more vigilant in handling it. It is incredulous why Lim would refuse to have the money deposited in a bank. Respondent could have deposited it himself in a separate account for safekeeping purposes rather than risking its loss in the trunk of his car.

Another Sterling Bank of Asia Check No. 3671310 for [P]1,000,000.00 was issued to respondent Atty. Bautista with annotation "*Eddie accommodation/fee*" (Exhibit "C"). He explained that the check was issued upon request of respondent for his services to the uncle of complainant who needed urgent legal attention. This is quite a big amount for an acceptance fee proscribed by Canon 20 of the Code of Professional Responsibility.

Other checks issued to respondent were BPI Check No. 1242073 for [P]500,000.00 (representing his attorney's fee) with annotation "*Atty fees*" (Exhibit "E"); BPI Check No. 29769 for [P]500,000.00 (Exhibit "F") (as respondent reported that he was close to getting the draft of a favorable resolution with all the required signatures, however he needed said amount for his contacts); BPI Check Nos. 1361660 and 1361661 for [P]2,500,000.00 each (Exhibits "G" and "H") or a total of [P] 5,000,000.00 (upon request of respondent for the balance of his contacts as there was a bidding war against the other party in the case); BPI Check No. 1361663 for [P]300,000.00 (Exhibit "I") (upon request of respondent for incidental expenses like sheriff's fee etc., once the favorable resolution comes out).<sup>10</sup>

The complainant submits that he engaged the services of respondent to handle the criminal case filed by the former's father which was then pending before the Office of the City Prosecutor of Makati City. Prior to respondent's engagement as counsel, which was also the determining factor for his engagement, respondent had represented that he personally knew the prosecutor handling the case and that his personal acquaintance with the prosecutor is crucially important to the success of the case. Thus, complainant paid the respondent P200,000.00<sup>11</sup> as acceptance fee and retainer's fee. Thereafter, the respondent convinced the complainant to shell out another P6,000,000.00<sup>12</sup> for the mobilization of respondent's contacts to ensure the issuance of a resolution favorable to complainant and warrant of arrest.

Thereafter, the complainant showed the purported favorable draft resolution of the prosecutor. The resolution was still missing one signature. In this connection, upon respondent's request, complainant issued another check for P500,000.00<sup>13</sup> for the latter's attorney's fees and to ensure the release of the favorable resolution.

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<sup>10</sup> *Rollo*, pp. 205-206.

<sup>11</sup> *Id.* at 15.

<sup>12</sup> *Id.* at 16.

<sup>13</sup> *Id.* at 19.

On April 20, 2015, the complainant paid and issued another check amounting to ₱500,000.00<sup>14</sup> in favor of the respondent after the latter expressed that he was close to getting the draft favorable resolution with all the required signatures and that said amount was needed as additional payment to his contacts.<sup>15</sup>

On May 15, 2015, two checks amounting to ₱5,000,000.00<sup>16</sup> were again issued by the complainant in favor of the respondent after the latter expressed that the money was needed for his contacts as there was a bidding war against the other party in the case. The following day, upon the respondent's request, pursuant to alleged incidental expenses like sheriff's fees and other related expenses once the resolution comes out, the complainant issued another check worth ₱300,000.00<sup>17</sup> in favor of the respondent.

In addition, the complainant also recommended the legal service of the respondent to his uncle who needed urgent legal and special attention. Thus, another check amounting to ₱1,000,000.00<sup>18</sup> was issued by the respondent with the complainant as payee to serve as payment for respondent's acceptance fee.

All these checks were encashed by the respondent. Unfortunately, after a few days, the complainant learned that his father lost the case despite the repeated assurances by the respondent and the large sum of money that was paid in favor of the respondent and the latter's contacts. This prompted the complainant to demand the return of all the money given. However, despite demand,<sup>19</sup> respondent failed to return the remaining ₱5,000,000.00.

In sum, complainant alleged that all of these acts, *i.e.*, acting as a fixer, soliciting money from his client to influence the decision of the prosecutors and failing to provide an accounting thereof, and failing to protect the interest of his clients were in gross violation of the CPR. The complainant also alleged that the checks contained annotations which show the purposes for which they were issued. The complainant prayed that respondent be disbarred.

## 2.

The respondent articulated his defense during the mandatory conference<sup>20</sup> and in the pleadings<sup>21</sup> he submitted to the IBP.

Respondent admitted having received and encashed all the checks, except for the ₱200,000.00 which indicated Joaquin H. Rodriguez, Jr. (Mr.

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<sup>14</sup> Id. at 20.

<sup>15</sup> Id. at 99, missing signature was of City Prosecutor Jorge G. Catalan, Jr.

<sup>16</sup> Id. at 21.

<sup>17</sup> Id. at 22.

<sup>18</sup> Id. at 17.

<sup>19</sup> Id. at 23.

<sup>20</sup> Id. at 65-67.

<sup>21</sup> Id. at 126-144.

Rodriguez) as payee, but denied that they were for the purpose of bribing and mobilizing his contacts at the Office of the City Prosecutor of Makati.<sup>22</sup> He also denied having an attorney-client relationship with the complainant.<sup>23</sup>

Respondent averred that his professional background would show that he never had a wide array of connections that would make him convince anyone that he has influence over any court or legal body. He clarified that he only came to know about the complainant when he was employed as the legal counsel of Mr. Rodriguez, complainant's business partner. In this connection, Mr. Rodriguez requested that respondent hold on to the complainant's large sum of money by way of an escrow agreement. Mr. Rodriguez told the respondent that the money was sourced from the liquidation of complainant's properties and will be used in the future to assist complainant's family member. The respondent found nothing irregular with the arrangement and thus, acceded to the request. In exchange for the arrangement, the respondent was paid by the complainant ₱200,000.00. The respondent also pointed out that for this service fee, the complainant issued the check in the name of Mr. Rodriguez, who reduced respondent's service fee to ₱100,000.00.<sup>24</sup>

Thereafter, respondent was surprised to learn that the initial amount to be kept was ₱6,000,000.00. At first, the respondent hesitated and suggested that the money be deposited in a bank instead. The complainant, however, expressed that it is not feasible to deposit the amount in the bank due to the numerous documents which will be required by the bank. Thus, respondent was constrained to withdraw the amount and keep it in the trunk of his car.<sup>25</sup>

Respondent clarified that although the total value of the checks issued amounted to ₱13,500,000.00, there were several instances where the complainant withdrew from the stash of cash and thus, the total amount which remained in respondent's possession was only ₱10,000,000.00. Respondent also admitted that of all the amounts received from the complainant, ₱300,000.00 was actually a loan but the same was already fully paid. Finally, upon the complainant's demand, the respondent accounted for and returned all the money.<sup>26</sup>

### **Ruling and Recommendation of the IBP**

On June 14, 2019, the IBP-CBD issued a Report and Recommendation<sup>27</sup> finding respondent guilty of Canons 1, 15 to 20 of the CPR, and the Lawyer's Oath for his unlawful, dishonest, and deceitful conduct making him unfit to practice law. The IBP-CBD recommended that respondent be disbarred.

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<sup>22</sup> Id. at 32-33

<sup>23</sup> Id. at 32.

<sup>24</sup> Id. at 35-36.

<sup>25</sup> Id. at 36-37.

<sup>26</sup> Id. at 38-43.

<sup>27</sup> Id. at 455-464; penned by Commissioner Michael G. Fabunan.

The IBP was convinced that the subject checks issued by the complainant with respondent as payee were in consideration of respondent's acceptance fee, retainer's fee, and expenses in exchange of favors from the court and the prosecutors. The IBP-CBD did not give credence to respondent's claim that money was exchanged pursuant to a safekeeping arrangement.<sup>28</sup>

Aggrieved, respondent moved for reconsideration.<sup>29</sup>

While respondent's motion for reconsideration was still pending, on October 10, 2020, the Integrated Bar of the Philippines-Board of Governors (IBP-BOG) issued Resolution No. CBD-2020-10-09<sup>30</sup> dated October 10, 2020, approving and adopting the findings of the IBP-CBD.

Thereafter, the IBP-BOG issued Resolution No. CBD-XXV-2021-12-05<sup>31</sup> dated December 2, 2021 partially granting respondent's motion for reconsideration and recommending that instead of disbarment, respondent be meted out the penalty of indefinite suspension from the practice of law, to wit:

RESOLVED, to PARTIALLY GRANT, as it is hereby PARTIALLY GRANTED, the Motion for Reconsideration filed by the Respondent Atty. Carlo Marco M. Bautista in the instant case, and to recommend instead the imposition upon him of the reduced penalty of **INDEFINITE SUSPENSION** from the practice of law, after taking into consideration the facts of the case.<sup>32</sup>

Hence, this administrative case.

### OUR RULING

After a careful review of the records, the Court concurs with the findings of the IBP-CBD Investigating Commissioner and IBP-BOG that respondent should be held administratively liable, with modification, however, as regards the specific violations of the respondent and the penalty to be imposed. Given the facts and circumstances of the instant case, We find that respondent deserves the penalty of disbarment.

#### *Nature of and quantum of proof in disbarment proceedings*

In disbarment proceedings, a lawyer's fitness to continue in the practice of law is determined.<sup>33</sup> In these proceedings, the quantum of proof is substantial evidence and the burden of proof is on the complainant to establish

<sup>28</sup> Id. at 205.

<sup>29</sup> Id. at 209-233.

<sup>30</sup> Id. at 198.

<sup>31</sup> Id. at 451-452.

<sup>32</sup> Id. at 451.

<sup>33</sup> See *Tiongson v. Atty. Flores*, A.C. No. 12424, September 1, 2020 [Per J. Lopez, *En Banc*].

the allegations in his complaint.<sup>34</sup> In *Tan v. Atty. Alvarico*,<sup>35</sup> the Court explained that substantial evidence is the amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion, specifically to wit:

Substantial evidence is defined under Section 6, Rule 133 of the 2019 Amendments to the 1989 Revised Rules on Evidence as “that amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion,” while burden of proof is defined under Section 1, Rule 131 as “the duty of a party to present evidence on the facts in issue necessary to establish his or her claim or defense by the amount of evidence required by law.”

The basic rule is that reliance on mere allegations, conjectures and suppositions will leave an administrative complaint with no leg to stand on. Charges based on mere suspicion and speculation cannot be given credence. Thus, failure on the part of complainant to discharge his burden of proof by substantial evidence requires no other conclusion than that which stays the hand of the Court from meting out a disbarment order.<sup>36</sup>

Disbarment of lawyers is a proceeding that aims to purge the law profession of unworthy members of the bar.<sup>37</sup> As the most severe form of disciplinary sanction, this Court exercises the power to disbar with great caution.<sup>38</sup> It is imposed only for the most imperative reasons and in clear cases of misconduct affecting the standing and moral character of the lawyer as an officer of the court and a member of the bar.<sup>39</sup>

With these parameters in mind, the Court notes that the findings of the IBP were founded on substantial evidence. The IBP found the respondent liable for violations of the following provisions of the CPR:

x x x x

**RULE 1.01** A lawyer shall not engage in unlawful, immoral or deceitful conduct.

**RULE 1.02** A lawyer shall not counsel or abet activities aimed at defiance of the law or at lessening confidence in the legal system.

x x x x

**CANON 15** – A lawyer shall observe candor, fairness and loyalty in all his dealings and transactions with his clients.

x x x x

**CANON 16** – A lawyer shall hold in trust all moneys and properties of his client that may come into his profession.

x x x x

<sup>34</sup> *Tan v. Atty. Alvarico*, A.C. No. 10933, November 3, 2020 [Per J. Peralta, First Division]. See *Duque v. Chairman Brillantes*, 795 Phil. 638, 646 (2016) [Per J. Peralta, Third Division].

<sup>35</sup> *Id.*

<sup>36</sup> *Id.* (citations omitted)

<sup>37</sup> *Foronda v. Atty. Alvarez*, 757 Phil. 1, 10 (2014) [Per J. Reyes, First Division].

<sup>38</sup> See *Re: SC Decision dated May 20, 2008 in G.R. No. 161455 under Rule 139-B of the Rules of Court v. Atty. Pactolin*, 686 Phil. 351, 355 (2012) [Per Curiam, En Banc].

<sup>39</sup> *Id.*

*Alv*

**CANON 17** – A lawyer owes fidelity to the cause of his client and he shall be mindful of the trust and confidence reposed in him.

x x x x

**CANON 18** – A lawyer shall serve his client with competence and diligence.

x x x x

**CANON 19** – A lawyer shall represent his client with zeal within the bounds of the law.

x x x x

**CANON 20** – A lawyer shall charge only fair and reasonable fees.

The IBP's findings on respondent's culpability were primarily based on the following: (i) checks issued by the complainant with the respondent indicated as payee amounting to millions of pesos which tend to prove that the money was in consideration of the respondent's legal services and expenses in exchange of favors from the court and prosecutors;<sup>40</sup> (ii) unusual behavior of the respondent in keeping the money in cash rather than depositing it in the bank;<sup>41</sup> (iii) the fact that it is hardly believable that millions of pesos were given to the respondent for safekeeping when complainant came to know him only as a lawyer through a common acquaintance, Mr. Rodriguez;<sup>42</sup> and (iv) the totality of the evidence at hand which leads to the conclusion that the complainant was able to prove his allegations of unlawful, dishonest, and deceitful conduct committed by the respondent.<sup>43</sup>

To refute these very serious allegations, respondent insists on the lack of attorney-client relationship between him and the complainant and alleges that the large sums of money were handed to him by the complainant merely for safe-keeping.

For reasons which will hereunder be explained, We find that there are reasonable grounds<sup>44</sup> to hold the respondent administratively liable.

***Respondent was given the opportunity to be heard.***

The essence of due process is simply the opportunity to be heard and to present one's case.<sup>45</sup> In this case, the respondent was given the chance to explain his side of the controversy. From the records of the case, We find that respondent was able to fully ventilate his defense through various pleadings and affidavits of witnesses submitted to the IBP. In fact, until the very end of the proceedings before the IBP, respondent was given the opportunity to be heard and to defend himself when he moved for the reconsideration<sup>46</sup> of the Report and Recommendation of the IBP-CBD.

<sup>40</sup> *Rollo*, p. 461.

<sup>41</sup> *Id.* at 461-462.

<sup>42</sup> *Id.* at 462.

<sup>43</sup> *Id.* at 463.

<sup>44</sup> See *Tapay v. Atty. Bancolo*, 707 Phil. 1, 8 (2013) [Per J. Carpio, Second Division].

<sup>45</sup> *Asuncion v. Atty. Salvado*, A.C. No. 13242, July 5, 2022 [Per Curiam, En Banc].

<sup>46</sup> *Rollo*, pp. 209-233.



***The existence of attorney-client relationship***

In *Tan-Te Seng v. Atty. Pangan*,<sup>47</sup> the Court explained the attorney-client relationship, to wit:

To constitute professional employment, it is not essential that the client should have employed the attorney professionally on any previous occasion. If a person, in respect to his business affairs or troubles of any kind, consults with his attorney in his professional capacity with the view to obtaining professional advice or assistance, and the attorney voluntarily permits or acquiesces in such consultation, then the professional employment must be regarded as established.

x x x x

The absence of retainer agreement and non-payment of fees do not negate the existence of lawyer-client relationship. In *Burbe v. Atty. Magulta*, the Court held that to constitute professional employment, it is not essential that any retainer be paid, promised, or charged; neither is it material that the attorney consulted did not afterward handle the case for which his service had been sought.

Respondent's denial of attorney-client relationship between him and the complainant was belied by his own statements in his Answer, viz:

38. During the intervening period, Complainant Ryan Lim will drop by almost incessantly in my office talk (sic) to me or ask me to go out for coffee.

39. Everytime (sic), I would assure him, without him even asking, that his money is there and he can get it anytime, which in my mind I wanted him to do. He would, however, dismiss it and will move on to other topics, most of the time it would be the huge amount he has lent to my client, which he is now trying to collect.

40. Other times, **Complainant would talk about the cases he has with his family and would in passing ask my opinion on certain issues he has.**

41. **These casual coffee meetings with Complainant would go on almost everyday**, sometimes once in the morning and another in the afternoon, not to mention the frequent phone calls, we would likewise occasionally go out drinking with my staff. Because of these frequent meetings, we eventually became sort of friends and I even once invited him to my son's birthday at our home, which is probably the reason why he knows my address.

x x x x

69. He asked whether I can push for the sale of Infinity Tower by my client so that he would be able to pay him. I told him I can explain the cases to his buyers but I could not force my client to sell. **I even**

<sup>47</sup> A.C. Nos. 12829 & 12830, September 16, 2020 [Per J. Lazaro-Javier, First Division].

accommodated Complainant and went to several meetings with his possible buyers.<sup>48</sup>

At this point, We emphasize that a written contract or retainer agreement is not an essential element in the employment of an attorney; a contract may be express or implied.<sup>49</sup> It is sufficient that the advice and assistance of an attorney is sought and received in any matter pertinent to his profession, as in this case.<sup>50</sup> If a person, in respect to his business affairs or troubles of any kind, consults with his attorney in his professional capacity with the view to obtaining professional advice or assistance, and the attorney voluntarily permits or acquiesces in such consultation, then the professional employment must be regarded as established.<sup>51</sup> Thus, by respondent's own admissions, a lawyer-client relationship was formed between the parties when he provided legal advice to the complainant regarding the latter's various personal and family legal matters.

***The evidence presented support a finding of dishonest and deceitful conduct on the part of the complainant***

In this case, the parties did not dispute the exchange of money between them. The records bare that respondent's receipt of millions of pesos from the complainant was adequately supported by substantial evidence. This was evidenced by respondent's own admissions and the checks issued by the complainant amounting to ₱13,500,000.00 with respondent indicated as payee, with the remaining ₱200,000.00 which indicated a certain Mr. Rodriguez as payee. To give credence to respondent's defense that said amount was given to him by the complainant for safekeeping is extremely incredulous. We cannot turn a blind eye on the doubtful defenses put up by the respondent.

First, the lack of accounting of the money received and returned distorts respondent's theory that the money was merely exchanged for safekeeping. As a lawyer, respondent knew better than accepting and purportedly safekeeping a large amount of money without any record whatsoever. Second, as aptly pointed out by the IBP-CBD, something was amiss with the narration of facts and defenses put up by the respondent. It is illogical and hardly incredulous why the complainant would part with his money and have someone he hardly knew safekeep it.<sup>52</sup> Third, respondent likewise failed to establish any ill-motive on the part of the complainant that moved the latter to file the complaint for disbarment. Fourth, We find that respondent failed to contradict the claim of the complainant that the money was given to him for influence-peddling. To Our mind, respondent's defenses as to his purported lack of experience in the private practice and connections are flimsy and fail

<sup>48</sup> *Rollo*, pp. 37-43, emphases supplied.

<sup>49</sup> *Quitazol v. Atty. Capela*, A.C. No. 12072, December 9, 2020 [Per J. Lopez, *En Banc*].

<sup>50</sup> *Id.*

<sup>51</sup> *Tan-Te Seng v. Atty. Pangan*, supra note 47.

<sup>52</sup> *Rollo*, p. 462.

to contradict the detailed narration of events presented by the complainant, including the presentation of a draft copy of the Office of the City Prosecutor's resolution with one missing signature and the annotations indicated in the checks. Lastly, it is well to note that the defenses presented by the complainant are very general, and worse, frivolous and unsubstantiated. His failure to fully ventilate his side of the controversy, in spite of all the opportunities for him to do so, constitutes a waiver by him to exercise such right.<sup>53</sup>

There is, therefore, substantial evidence presented to convince the Court that the money was exchanged in consideration of the legal services of the respondent and for the mobilization of the latter's contacts at the national prosecution service, *i.e.*, the Office of the City Prosecutor of Makati, intended to ensure that a resolution favorable to the complainant will be issued. We agree with the findings of the IBP that respondent tainted the image of the national prosecution service. To this Court, the lawyer's act of influence-peddling or implying that he is able to influence any public official, tribunal or legislative body<sup>54</sup> erodes the public's trust and confidence in the legal system and puts the administration of justice in a bad light.<sup>55</sup> In certain instances, the Court held that erring lawyers who are guilty of influence-peddling are unworthy of the title of an attorney. If the allegations against them are properly substantiated, as in this case, they must be meted the most severe penalty of disbarment.<sup>56</sup> As an officer of the Court, respondent has the paramount duty to protect the integrity of the court and the national prosecution service and assist in the administration of justice.<sup>57</sup> Instead of relying on the merits of the case and fighting for his client's cause with competence and diligence, respondent represented that the national prosecution service and the administration of justice can be bribed and bought.<sup>58</sup>

The lawyer bears the duty to serve his client with competence and diligence, and to exert his best efforts to protect, within the bounds of the law, the interest of his or her client, failing in which will make him liable for violations of Canons 15,<sup>59</sup> 17, 18,<sup>60</sup> and 19<sup>61</sup> of the CPR, which reads:

x x x x

**CANON 15** – A lawyer shall observe candor, fairness and loyalty in all his dealings and transactions with his clients.

<sup>53</sup> See *Roces v. Atty. Aportadera*, 312 Phil. 1035, 1043 (1995) [*Per Curiam, En Banc*].

<sup>54</sup> CANON 15, RULE 15.06.

<sup>55</sup> See *Ko v. Atty. Maduramente*, A.C. No. 11118, July 14, 2020 [*Per Curiam, En Banc*].

<sup>56</sup> See *Rodco Consultancy and Maritime Services Corporation v. Concepcion*, A.C. No. 7963, June 29, 2021 [*Per Curiam, En Banc*]; *Ko v. Atty. Maduramente*, *supra*; and *Reddi v. Atty. Sergio*, 597 Phil. 168, 178 (2009) [*Per Curiam, En Banc*].

<sup>57</sup> See *Vantage Lighting Philippines, Inc. v. Atty. Diño*, 855 Phil. 701, 719 (2019) [Per J. Jardeleza, *En Banc*].

<sup>58</sup> *Id.*

<sup>59</sup> See *Asuncion v. Atty. Salvado*, *supra* note 45.

<sup>60</sup> See *Aboy, Sr. v. Atty. Diocos*, A.C. No. 9176, December 5, 2019, 927 SCRA 63 [Per J. Peralta, First Division].

<sup>61</sup> *Rural Bank of Calape, Inc. Bohol v. Atty. Florido*, 635 Phil. 176, 180 (2010) [Per J. Carpio, Second Division].

*Ordo*

x x x x

**CANON 17** – A lawyer owes fidelity to the cause of his client and he shall be mindful of the trust and confidence reposed in him.

x x x x

**CANON 18** – A lawyer shall serve his client with competence and diligence.

x x x x

**CANON 19** – A lawyer shall represent his client with zeal within the bounds of the law.

Respondent is likewise guilty of violating Rules 1.01 and 1.02 of Canon 1 of the CPR, to wit:

**CANON 1** – A lawyer shall uphold the constitution, obey the laws of the land and promote respect for law and for legal processes.

**RULE 1.01** A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

**RULE 1.02** A lawyer shall not counsel or abet activities aimed at defiance of the law or at lessening confidence in the legal system.

As an officer of the Court, a lawyer shall uphold the Constitution, obey the laws of the land, and promote respect for law and legal processes.<sup>62</sup> A lawyer should not render any service or give advice to any client which will involve defiance of the laws which he is bound to uphold and obey.<sup>63</sup> As a servant of the law, respondent ran afoul Rules 1.01, 1.02 of Canon 1 of the CPR when he advised and represented to the complainant that the national prosecution service can be influenced and bought. Respondent lessened the confidence of the public in the legal system and failed to conduct himself in a manner which shall uphold the integrity and promote the public's faith in the legal profession.<sup>64</sup>

***Respondent also violated Rules 16.01  
and 16.04 of Canon 16 of the CPR***

Respondent admittedly failed to present any evidence to show receipts evidencing the return of the entire amount received from the complainant, explaining the latter's refusal<sup>65</sup> to sign any acknowledgement receipt. The lack of accounting is underscored by the affidavits of the witnesses<sup>66</sup> submitted by respondent. A careful examination of these affidavits reveals that not any single one of them counted the money. They just testified that they helped

<sup>62</sup> See *Asuncion v. Atty. Salvado*, supra note 45.

<sup>63</sup> *Donton v. Atty. Tansingco*, 526 Phil. 1, 5 (2006) [Per J. Carpio, Third Division].

<sup>64</sup> See *Fortune Medicare, Inc. v. Atty. Lee*, 849 Phil. 791, 798 (2019) [*Per Curiam, En Banc*].

<sup>65</sup> *Rollo*, p. 40.

<sup>66</sup> Affidavit of Eryl Royce Nagtalon, id. at 47-49; Affidavit of Baby Blenda Ramos, id. at 50-51; Affidavit of Michael Fernandez Fesarit, id. at 52-53; Affidavit of Atty. Earl Hans Santos, id. at 54-55.

facilitate and witnessed the return of a stroller to complainant purportedly containing ₱10,000,000.00. In fact, in the affidavit of a certain Atty. Earl Hans Santos,<sup>67</sup> he expressed that the money was kept at the vault of his law office. However, his testimony just stressed that the money was never counted, explaining that after he turned-over the money to the staff of respondent, respondent called him since the money was ₱100,000.00 short and confirmed that the remaining bundle was left at the vault.

These circumstances present a clear violation of Rule 16.01, Canon 16 of the CPR which mandates a lawyer to account for all the money received from the client, to wit:

**CANON 16 – A LAWYER SHALL HOLD IN TRUST ALL MONEYS AND PROPERTIES OF HIS CLIENT THAT MAY COME INTO HIS POSSESSION.**

**RULE 16.01** A lawyer shall account for all money or property collected or received for or from the client.

The Court has emphasized that it is incumbent upon a lawyer to keep records of his transactions with clients as a matter of prudence and due diligence.<sup>68</sup> Ethical and practical considerations require lawyers to issue receipts to their clients, even if it was not demanded, and to keep copies of the said receipts for his own records.<sup>69</sup> It was respondent's duty to show that all moneys received from the complainant have been accounted for. In this case, respondent's failure to, at the very least, provide an accounting of the millions of pesos he received from and returned to the complainant, is a clear violation of Rule 16.01 of the CPR.

In addition, as admitted by the respondent, he loaned ₱300,000 from the complainant and had already paid the same in full.<sup>70</sup> This was in violation of Rule 16.04 which considers the lawyer's act of borrowing money from a client as unethical, to wit:<sup>71</sup>

**RULE 16.04** A lawyer shall not borrow money from his client unless the client's interest are fully protected by the nature of the case or by independent advice. Neither shall a lawyer lend money to a client except, when in the interest of justice, he has to advance necessary expenses in a legal matter he is handling for the client.

As regards complainant's claim of the unreturned ₱5,000,000.00, We find that complainant did not specifically claim reimbursement in the

<sup>67</sup> Id. at 188-189.

<sup>68</sup> *Bataan Shipyard and Engineering Co., Inc. v. Atty. Consunji*, A.C. No. 11439, January 4, 2022 [*Per Curiam, En Banc*].

<sup>69</sup> Id. citation omitted.

<sup>70</sup> *Rollo*, p. 135.

<sup>71</sup> *Spouses Concepcion v. Atty. Dela Rosa*, 752 Phil. 485, 495 (2015) [*Per J. Perlas-Bernabe, En Banc*], citation omitted.

administrative complaint. Hence, this Court is not inclined to make a recommendation as to its return.

***Respondent is exonerated from the charge of a violation of Canon 20 of the CPR***

Anent respondent's violation of Canon 20, this Court has enunciated that a lawyer's compensation for professional services rendered is subject to the supervision of the court,<sup>72</sup> *i.e.*, the Court is empowered to make a declaration as to the attorney's fees' unreasonableness and in such cases equitably temper the same.<sup>73</sup> However, an examination of the records of the case will show that the complainant failed to substantiate his mere allegation that respondent was 'out to siphon his [complainant's] funds.'<sup>74</sup> At this point, it is well to note that complainant admittedly and undeniably knew the illicit purpose for which his money was given to respondent. It was not for the sole purpose of paying respondent for his legal services but also to bribe officials at the national prosecution service, a fact and strategy complainant acceded to.

***Proper penalty***

In *Sison v. Atty. Camacho*,<sup>75</sup> the Court imposed the penalty of disbarment on a lawyer who violated Rules 1.01 and 16.01 of the CPR when such lawyer, among other reprehensible acts, solicited more than ₱1,000,000.00 money from his client for the payment of docket fees and when such lawyer failed to account for such money, imputed that it was illicitly given to an officer of the court.

In *Bueno v. Atty. Rañeses*,<sup>76</sup> the Court disbarred a lawyer who solicited ₱20,000.00 from his client for the purported bribery of a judge to ensure a favorable resolution in favor of the client.

In *Rodco Consultancy and Maritime Services Corporation v. Atty. Concepcion*,<sup>77</sup> the Court disbarred a lawyer who solicited approximately ₱500,000.00 from his client and made it appear to it will be used to pay the alleged "connection" at the Court of Appeals. The lawyer in this case also failed to render any accounting for any of the money received from his client.

In *Yoshimura v. Atty. Panagsagan*,<sup>78</sup> the Court also ordered the disbarment of a lawyer who demanded money from his client, purportedly to be used as a bribe to expedite a transaction. The Court explained that the

<sup>72</sup> *Rayos v. Atty. Hernandez*, 544 Phil. 447, 461 (2007) [Per J. Chico-Nazario; Third Division].

<sup>73</sup> *See Rayos v. Atty. Hernandez*, *id.* at 462.

<sup>74</sup> *Rollo*, p. 12.

<sup>75</sup> 777 Phil. 1, 15-16 (2016) [*Per Curiam, En Banc*].

<sup>76</sup> 700 Phil. 817, 826 (2012) [*Per Curiam, En Banc*].

<sup>77</sup> *Supra* note 56.

<sup>78</sup> 840 Phil. 16 (2018) [*Per Curiam, En Banc*].

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lawyer's act was not only an abuse of his client's trust but an overt act of undermining the trust and faith of the public in the legal profession.<sup>79</sup>

In *Pacana, Jr. v. Atty. Pascual-Lopez*,<sup>80</sup> the Court also imposed the supreme penalty of disbarment on a lawyer who committed acts of dishonesty, influence peddling and failure to render an accounting of all the money and properties received from her client which amounted to at least ₱12,500,000.00.

In *Asuncion v. Atty. Salvado*,<sup>81</sup> the Court disbarred a lawyer who engaged in influence-peddling and promised to secure a favorable annulment decree in two months in exchange for ₱700,000.00.

In *Arellano University, Inc. v. Atty. Mijares*,<sup>82</sup> the Court imposed the penalty of disbarment on the erring lawyer who solicited bribe money from his client.

In *Genato v. Atty. Mallari*,<sup>83</sup> the Court noted that a lawyer need not commit an infraction many times over before the ultimate penalty of disbarment is imposed on him.

All told, and in view of the totality of the circumstances presented, We find that respondent miserably failed to live up to the high moral standards required of him as a member of the legal profession. Thus, in view of respondent's transgressions, We find it apt to modify the penalty of indefinite suspension recommended by the IBP-BOG. Respondent's blatant violation of the CPR and his sacrosanct duties as a lawyer warrant the imposition of the extreme penalty of disbarment.

**WHEREFORE**, the Court finds respondent Atty. Carlo Marco Bautista **GUILTY** of gross violations of the Code of Professional Responsibility. Accordingly, he is hereby **DISBARRED** from the practice of law and his name is to be **STRICKEN OFF** the Roll of Attorneys, effective immediately.

Let copies of this Decision be furnished the Office of the Bar Confidant, to be appended to respondent's personal record as a member of the Bar, the Integrated Bar of the Philippines, the Department of Justice, and the Office of the Court Administrator for dissemination to all courts in the country for their information and guidance.

This Decision is immediately executory.

**SO ORDERED.**

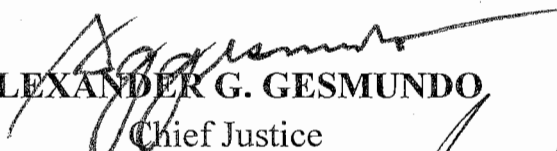
<sup>79</sup> Id. at 28.

<sup>80</sup> 611 Phil. 399, 414 (2009) [*Per Curiam, En Banc*].

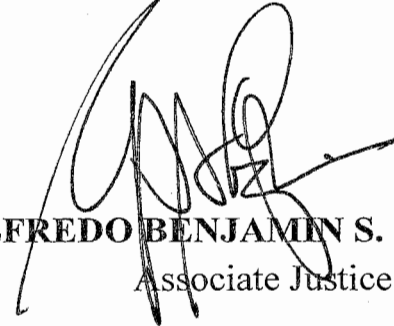
<sup>81</sup> *Supra* note 45.


<sup>82</sup> 620 Phil. 93, 98-99 (2009) [*Per Curiam, En Banc*].

<sup>83</sup> A.C. No. 12486, October 15, 2019 924 SCRA 271 [*Per Curiam, En Banc*].

  
**ALEXANDER G. GESMUNDO**  
Chief Justice

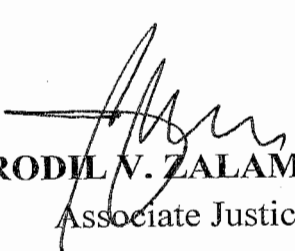
  
**MARVIC MARIO VICTOR F. LEONEN**  
Senior Associate Justice

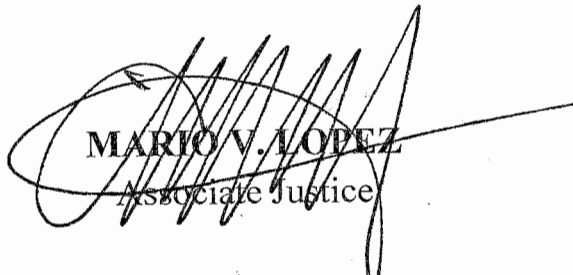
  
**ALFREDO BENJAMIN S. CAGUIOA**  
Associate Justice


  
**RAMON PAUL L. HERNANDO**  
Associate Justice

  
**AMY C. LAZARO-JAVIER**  
Associate Justice

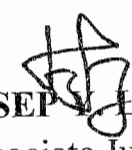
  
**HENRI JEAN PAUL B. INTING**  
Associate Justice

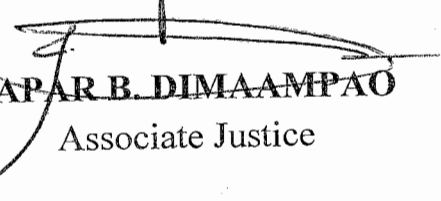
  
**RODIL V. ZALAMEDA**  
Associate Justice


  
**MARIO V. LOPEZ**  
Associate Justice

  
**SAMUEL H. GAERLAN**  
Associate Justice

  
**RICARDO R. ROSARIO**  
Associate Justice

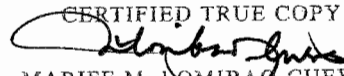
  
**JHOSEP V. LOPEZ**  
Associate Justice

  
**JAPAR B. DIMAAMPAO**  
Associate Justice

  
**JOSE MIDAS P. MARQUEZ**  
Associate Justice

  
**ANTONIO T. KHO, JR.**  
Associate Justice

  
**MARIA FILOMENA D. SINGH**  
Associate Justice

CERTIFIED TRUE COPY  
  
**MARIFE M. LOMIBAO-CUEVAS**  
Clerk of Court  
Supreme Court