



REPUBLIC OF THE PHILIPPINES  
SUPREME COURT  
Manila

SECOND DIVISION

**NOTICE**

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **27 July 2020** which reads as follows:*

**“A.C. No. 12045 (*Leta Luto-Dela Cruz v. Atty. Paterno Pajares*)** - This is a Complaint for Disbarment filed by complainant Leta Luto-Dela Cruz (Leta) against respondent Atty. Paterno Pajares (Atty. Pajares) before the Integrated Bar of the Philippines (IBP).

**The Facts**

Leta alleged that she is the widow of Atty. Miniano B. Dela Cruz (Atty. Dela Cruz) who passed away on January 28, 2011 while Civil Case No. 00-6006-M was still pending at the Regional Trial Court (RTC) of Morong, Rizal. Leta and Atty. Dela Cruz were co-plaintiffs (Spouses Dela Cruz) in the said civil case, with Atty. Dela Cruz prosecuting the case himself. In relation to this, Leta alleged that on May 14, 2009, Atty. Dela Cruz informed her that during the mediation conference, the defendant in the civil case, Antipolo Properties, Inc. (API) has finally decided to settle with Spouses Dela Cruz in the amount of ₱2 Million. Relevantly, the counsel of API is herein respondent Atty. Pajares.<sup>1</sup>

Unfortunately, Atty. Dela Cruz suffered a heart attack on June 18, 2009 and became bedridden until his demise on January 28, 2011.<sup>2</sup>

Leta alleged that while Atty. Dela Cruz was bedridden, she met with Atty. Pajares somewhere in Sulo Hotel wherein she was made to sign the final draft of the Compromise Agreement. Prior to the said meeting, they met several times to discuss the said compromise. Moreover, Leta stated that Atty. Pajares promised her that she would be furnished a copy of the Compromise Agreement after its submission to the court for approval, and that he would call her again upon the issuance of the check for ₱2 Million.<sup>3</sup>

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<sup>1</sup> *Rollo*, pp. 2-3, 104-105.

<sup>2</sup> *Id.* at 3, 105.

<sup>3</sup> *Id.* at 105.

However, despite several follow-ups, Atty. Pajares failed to give her the amount of ₱2 Million. Worse, she received an Order<sup>4</sup> dated January 4, 2013 from the RTC of Morong, Rizal dismissing Civil Case No. 00-6006-M for failure to prosecute for an unreasonable length of time.<sup>5</sup>

Thus, this Complaint<sup>6</sup> dated March 2, 2014,<sup>7</sup> filed by Leta charging Atty. Pajares with misrepresentation and violation of Canons 1, 1.01, and 7<sup>8</sup> of the Code of Professional Responsibility (CPR).<sup>9</sup>

In his Answer,<sup>10</sup> Atty. Pajares claimed that there was no agreement that API would pay Leta ₱2 Million as it would be disadvantageous to his client. In addition, he contended that if there was indeed any agreement, then the mediation council should have informed the court. Also, he argued that it would be violating his oath of fidelity to his client if he allowed such an unfair compromise agreement to push through.<sup>11</sup>

### ***The Report and Recommendation of the IBP:***

In a Report and Recommendation<sup>12</sup> dated May 28, 2015, the Investigating Commissioner of the IBP-Commission on Bar Discipline found nothing in the record to prove that the Compromise Agreement exists.<sup>13</sup> He further noted that the Spouses Dela Cruz's reliance on the supposed assurance that API would pay them the amount of ₱2 Million was entirely without basis.

Moreover, the Investigating Commissioner found that the civil case was dismissed due to failure to prosecute, and not because the parties entered into a compromise agreement. Additionally, he opined that Leta practically waited for the check to fall into her hands despite the fact that there was still no settlement in court.<sup>14</sup> Also, the Judicial Affidavit of Atty. Mariano M. Singzon, Jr. (Atty. Singzon) who supposedly witnessed Leta sign the Compromise Agreement was deemed self-serving.<sup>15</sup>

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<sup>4</sup> *Id.* at 18-19; penned by Presiding Judge Gina F. Cenit-Escoto.

<sup>5</sup> *Id.*

<sup>6</sup> *Id.* at 2-5.

<sup>7</sup> Filed on June 17, 2014.

<sup>8</sup> CANON 1 – A LAWYER SHALL UPHOLD THE CONSTITUTION, OBEY THE LAWS OF THE LAND AND PROMOTE RESPECT FOR LAW AND LEGAL PROCESSES.

Rule 1.01 – A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

CANON 7 – A LAWYER SHALL AT ALL TIMES UPHOLD THE INTEGRITY AND DIGNITY OF THE LEGAL PROFESSION AND SUPPORT THE ACTIVITIES OF THE INTEGRATED BAR.

<sup>9</sup> *Rollo*, pp. 3, 105-106.

<sup>10</sup> *Id.* at 7-9.

<sup>11</sup> *Id.* at 7-8, 106.

<sup>12</sup> *Id.* at 103-112; penned by Commissioner Erwin L. Aguilera.

<sup>13</sup> *Id.* at 107-108.

<sup>14</sup> *Id.* at 108-109.

<sup>15</sup> *Id.* at 109.

The Investigating Commissioner declared that Leta indeed failed to prosecute the civil case for an unreasonable length of time. Leta failed to exercise vigilance in keeping track of the case status especially after Atty. Dela Cruz passed away. Moreover, Leta was bound by the acts of her husband (as the lawyer for the civil case).<sup>16</sup>

In view of Leta's failure to submit a copy of the alleged Compromise Agreement and considering the trial court's Order dismissing the case on ground of failure to prosecute, the Investigating Commissioner concluded that the said compromise agreement is fictional or imaginary.<sup>17</sup> Hence, he recommended that the complaint against Atty. Pajares be dismissed since Leta failed to adduce substantial evidence to prove her claims.<sup>18</sup>

### ***The Ruling of the IBP-Board of Governors***

In a Resolution<sup>19</sup> dated June 20, 2015, the IBP-Board of Governors resolved to adopt the findings and approve the recommendation of the Investigating Commissioner to dismiss the complaint.

Dismayed, Leta filed a motion for reconsideration<sup>20</sup> which was denied in a Resolution<sup>21</sup> dated March 1, 2017.

### **The Ruling of the Court**

The Court adopts the findings and approves the recommendation of the IBP to dismiss the instant complaint for disbarment against respondent Atty. Pajares.

It should be noted that in her Affidavit<sup>22</sup> dated February 28, 2013, Leta alleged that the settlement amount was for ₱3 Million. Yet, in her Complaint, she stated that the compromise was pegged at only ₱2 Million. Furthermore, in her Complaint, she averred that she received a copy of the Order dated January 4, 2013 dismissing the civil case on February 20, 2014. But in her Affidavit, she asserted that she received a copy of the said order on February 5, 2013.

Clearly, there are material inconsistencies in her allegations which cannot merely be brushed aside. Such discrepancies undoubtedly detrimentally affected her claims, particularly her failure to produce a copy of the alleged Compromise Agreement.

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<sup>16</sup> *Id.* at 110.

<sup>17</sup> *Id.* at 111.

<sup>18</sup> *Id.* at 111-112.

<sup>19</sup> *Id.* at 101-102.

<sup>20</sup> *Id.* at 89-93.

<sup>21</sup> *Id.* at 99-100.

<sup>22</sup> *Id.* at 10-11.

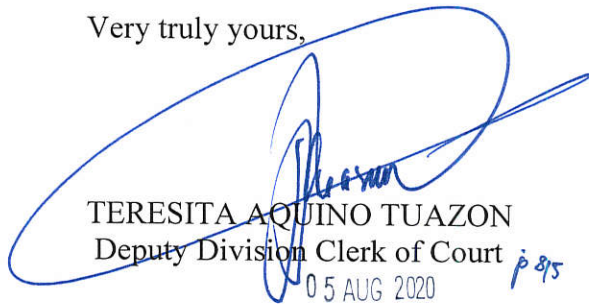
Moreover, the Judicial Affidavit<sup>23</sup> of Atty. Singzon which substantiated the allegations of Leta concerning the alleged ₱2 Million settlement, cannot be given weight because Atty. Singzon was not cross-examined by Atty. Pajares.

Hence, absent any proof that there was indeed a compromise agreement or that Atty. Pajares violated Section 27, Rule 138<sup>24</sup> of the Rules of Court, the Court cannot hold Atty. Pajares liable. Stated otherwise, the Court finds that Leta failed to present convincing proof to show that Atty. Pajares committed infractions in violation of the CPR. Withal, “[a]s a rule, this Court exercises the power to disbar with great caution. Being the most severe form of disciplinary sanction, 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>25</sup>

**WHEREFORE**, the Complaint for Disbarment against Atty. Paterno Pajares is hereby **DISMISSED**.

**SO ORDERED.”**

Very truly yours,



TERESITA AQUINO TUAZON  
Deputy Division Clerk of Court  
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<sup>23</sup> *Id.* at 73-76.

<sup>24</sup> **SEC. 27.** *Disbarment or suspension of attorneys by Supreme Court; grounds therefor.* – A member of the bar may be disbarred or suspended from his office as attorney by the Supreme Court for any deceit, malpractice, or other gross misconduct in such office, grossly immoral conduct, or by reason of his conviction of a crime involving moral turpitude, or for any violation of the oath which he is required to take before admission to practice, or for willful disobedience of any lawful order of a superior court, or for corruptly or willfully appearing as an attorney for a party to a case without authority to do so. The practice of soliciting cases at law for the purpose of gain, either personally or through paid agents or brokers, constitutes malpractice.

<sup>25</sup> *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).

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MR