

Title: Ariel G. Palacios vs. Atty. Bienvenido Braulio M. Amora, Jr.

Facts:

The AFP Retirement and Separation Benefits System (AFP-RSBS), represented by Ariel G. Palacios, its Chief Operating Officer, filed an administrative complaint before the Supreme Court of the Philippines against Atty. Bienvenido Braulio M. Amora, Jr. The complaint, dated March 11, 2008, sought Atty. Amora's disbarment for alleged violations of various provisions of the Code of Professional Responsibility (CPR), Rules of Court, Lawyer's Oath, and Article 1491 of the Civil Code.

The AFP-RSBS engaged in various business transactions with Atty. Amora concerning the Riviera project, a large land development initiative. These transactions included legal services for property reclassification, intellectual property registration, and SEC compliance costing millions in professional fees. Over time, Atty. Amora, privy to confidential information, ended his service with AFP-RSBS and began representing Philippine Golf Development and Equipment, Inc. (Phil Golf), a former investor in the Riviera project. In this new capacity, he initiated legal action against AFP-RSBS, leveraging confidential information gained during his prior engagement.

The Integrated Bar of the Philippines, Commission on Bar Discipline (IBP-CBD) initially recommended dismissing the complaint for lack of merit. However, upon review, the IBP Board of Governors recommended a three-year suspension from the practice of law for Atty. Amora, alongside an order to return the amount of PhP1.8 Million to the complainant.

Issues:

1. Whether Atty. Amora represented conflicting interests in violation of the Lawyer's Oath and Code of Professional Responsibility.
2. Whether Atty. Amora improperly used confidential information against his former client, violating the Code of Professional Responsibility.
3. The propriety of the demand to return the amount of PhP1.8 Million paid to Atty. Amora.

Court's Decision:

The Supreme Court modified the recommendations of the IBP Board of Governors, finding Atty. Amora guilty of violating the Lawyer's Oath, and Canon 15, Rule 15.03; Canon 21, Rule 21.01, and 21.02 of the Code of Professional Responsibility. However, the court found no basis for the return of PhP1.8 Million to AFP-RSBS, concluding that Atty. Amora had indeed

rendered services for which he was compensated. Atty. Amora was suspended from the practice of law for a period of two (2) years.

Doctrine:

1. **Conflict of Interest**: Lawyers are prohibited from representing conflicting interests to maintain the highest level of trust and confidence essential in lawyer-client relationships. Full disclosure and written consent from all concerned parties are mandatory.
2. **Confidentiality**: A lawyer shall preserve the confidence of his client and shall not use information acquired during the professional relationship to the disadvantage of the client or for the benefit of himself or a third party.

Class Notes:

- **Conflict of Interest**: If a lawyer represents inconsistent interests of two or more opposing parties without full disclosure and written consent, it constitutes a conflict of interest which is sanctionable under the Code of Professional Responsibility.
- **Confidentiality and Use of Information**: A lawyer must not reveal or use confidential information acquired from a client to the disadvantage of the client or for the lawyer's or third party's advantage, barring full knowledge and consent from the client.

Historical Background:

This case illustrates the stringent standards of professional conduct expected from lawyers, particularly concerning conflict of interest, confidentiality, and the sanctity of the lawyer-client relationship. By situating its decision within the framework of established legal ethics, the Supreme Court underscored the paramount importance of trust and fidelity in the practice of law.