

## **BIENVENIDA FLOR SUAREZ, COMPLAINANT, VS. ATTY. ELEONORA. MARAVILLA-ONA, RESPONDENT.**

*A.C. No. 11064. September 27, 2016*

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### **PER CURIAM:**

This administrative case arose from a verified letter-complaint<sup>[1]</sup> dated July 19, 2012 filed by complainant Bienvenida Flor Suarez before the Commission on Bar Discipline (CBD) of the Integrated Bar of the Philippines (IBP) seeking for the refund of the professional and legal fees which she paid to respondent Atty. EleonorA. Maravilla-Ona.

#### **The Facts**

On February 22, 2011, Bienvenida went to the office of Atty. Maravilla-Ona to seek the latter's legal assistance in transferring title to a land, under her name. Atty. Maravilla-Ona agreed to render her services for a consideration of forty-eight thousand pesos (P48,000) by way of professional and legal fees. Accepting the engagement, Bienvenida turned over the necessary documents to Atty. Maravilla-Ona and gave the latter the amount of one thousand pesos (P1,000) as down payment, as evidenced by Official Receipt No. 51553<sup>[2]</sup> dated February 22, 2011.

On March 4, 2011, Bienvenida returned to Atty. Maravilla-Ona's office to make another payment in the amount of thirty-five thousand pesos (P35,000), as evidenced by Official Receipt No. 49376. Thereafter, on March 28, 2011, Bienvenida made her final payment to Atty. Maravilla-Ona in the amount of twelve thousand pesos (P12,000), as evidenced by Official Receipt No. 52163.<sup>[3]</sup>

Despite the lapse of a considerable period, Bienvenida did not receive any update on the status of the transfer of land title under her name. Apparently, Atty. Maravilla-Ona failed to do anything to facilitate the said transfer of title. Thus, Bienveniida opted not to push through with the transaction and, instead, claimed reimbursement for the amounts she paid to Atty. Maravilla-Ona, to which the latter agreed.

After a year of waiting, Atty. Maravilla-Ona issued to Bienvenida a Bank of Commerce check dated May 9, 2012 in the amount of fifty-eight thousand pesos (P58,000).<sup>[4]</sup> However, to Bienvenida's dismay, when she presented the check to the bank, it was dishonored due to insufficiency of funds. Atty. Maravilla-Ona thereafter made several promises to return Bienvenida's money, which, up to this moment, remain unfulfilled.

Aggrieved, Bienvenida filed the instant administrative case before the CBD praying for the recovery of P58,000, representing the amount of the dishonored check issued by Atty. Maravilla-Ona.

Acting on the complaint, the CBD, through Director for Bar Discipline Pura Angelica Y. Santiago, issued an Order<sup>[5]</sup> dated August 1, 2012 requiring Atty. Maravilla-Ona to submit her Answer to the complaint, with a warning that failing to do so would render her in default. However, notwithstanding the said warning, Atty. Maravilla-Ona did not submit any Answer.

On January 31, 2013, IBP Commissioner Loreto C. Ata (Commissioner Ata) notified the parties to appear for a

mandatory conference scheduled on March 7, 2013. The notice stated that "non-appearance by any of the parties shall be deemed a waiver of their right to participate in further proceedings." [6]

At the mandatory conference, only Bienvenida appeared. Thus, Commissioner Ata issued an Order [7] noting Atty. Maravilla-Ona's absence during the mandatory conference and her failure to file an Answer. Accordingly, Atty. Maravilla-Ona was declared in default.

Considering the condition and age of Bienvenida, who was already 84 years old at that time, Commissioner Ata found it imperative to proceed with the investigation *ex parte*. Hence, after clarificatory questions were propounded on Bienvenida, the mandatory conference was terminated and the case was submitted for report and recommendation. [8]

#### Findings and Recommendation of the IBP

In its Report and Recommendation [9] dated July 22, 2014, the CBD found that Atty. Maravilla-Ona was guilty of gross misconduct and violations of the Code of Professional Responsibility for: (1) issuing a worthless check; (2) refusing to settle due obligations despite demand; (3) failing to serve the complainant with competence and diligence; and (4) failing to apprise her client of the status of the transactions. [10] Thus, the CBD recommended that Atty. Maravilla-Ona be suspended from the practice of law for a period of one (1) year and ordered to pay Bienvenida the amount of P58,000.

On December 13, 2014, the IBP Board of Governors passed a Resolution [11] adopting the Report and Recommendation of the CBD with the modification increasing Atty. Maravilla-Ona's penalty to disbarment, to wit:

RESOLUTION NO. XXI-2014-917  
CBD Case No. 12-3534  
Bienvenida[a] Flor Suarez vs.  
Atty. Eleonor A. Maravilla-Ona

RESOLVED to ADOPT and APPROVE, as it is hereby ADOPTED and APPROVED, with modification, the Report and Recommendation of the Investigating Commissioner in the above-entitled case, herein made part of this Resolution as Annex "A", and finding Respondent guilty of gross misconduct and violation of the Code of Canon 18 and Rule 18.04 of the Code of Professional Responsibility for issuing a worthless check, for her refusal to settle due obligations despite demand, for her failure to serve the Complainant with competence and diligence, and for her failure to apprise her client of the status of transactions in relation to a plethora of cases, Atty. Eleanor A. Maravilla-Ona is hereby DISBARRED from the practice of law and [her] name ORDERED stricken off from the Roll of Attorneys. [12]

On January 11, 2016, the CBD transmitted to this Court the Notice of Resolution along with the records of this case. [13]

#### The Court's Ruling

We concur with the IBP Board of Governors' finding of administrative liability.

Canon 1, Rule 1.01 of the Code provides that "[lawyers] shall not engage in unlawful, dishonest, immoral or deceitful conduct." By taking the lawyer's oath, lawyers become guardians of the law and indispensable instruments for the orderly administration of justice. [14] As such, they can be disciplined for any conduct, in their professional or private capacity, which renders them unfit to continue to be officers of the court. [15]

In the instant case, it is clear that Atty. Maravilla-Ona violated her sworn duties under the Lawyer's Oath and the

Code. The records plainly show that Atty. Maravilla-Ona was completely remiss and negligent in fulfilling her obligations as a lawyer to Bienvenida. After collecting the full amount of her professional and legal fees, Atty. Maravilla-Ona did not take a single step to process the registration of land title in Bienvenida's name. Worse, when asked to return the money she received from Bienvenida, Atty. Maravilla-Ona issued a worthless check which consequently bounced when presented for payment.

In *Belleza v. Atty. Macasa*, the Court ruled that a lawyer's failure to return the client's money upon demand gives rise to the presumption that the lawyer has misappropriated it for his or her own use to the prejudice of and in violation of the trust reposed in him or her by the client. It is a gross violation of general morality as well as of professional ethics; it impairs public confidence in the legal profession and deserves punishment.[16] Atty. Maravilla-Ona's failure to return Bienvenida's money is a breach of Rule 16.01 of the Code, which provides:

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

Atty. Maravilla-Ona's agreement to render her legal services to Bienvenida, sealed by her receipt of her legal fees, is an assurance and representation that she would be diligent and competent in fulfilling her responsibilities as Bienvenida's lawyer. However, Atty. Maravilla-Ona acted to the contrary. Thus, the IBP correctly found that she violated Canon 18 and Rule 18.03 thereof, which state:

Canon 18 A lawyer shall serve his client with competence and diligence;

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Rule 18.03 A lawyer shall not neglect a legal matter entrusted to him and his negligence in connection therewith shall render him liable.

Atty. Maravilla-Ona's negligence, her failure to return her client's money, and her act of issuing a worthless check constitute dishonesty, abuse of trust and confidence, and betrayal of her client's interests. These acts undoubtedly speak of deceit. Deceitful conduct involves moral turpitude and includes anything done contrary to justice, modesty or good morals. It is an act of baseness, vileness or depravity in the private and social duties which a person owes to his or her fellowmen or to society in general, contrary to justice, honesty, modesty, or good morals.[17] Such malfeasance is not only unacceptable, disgraceful, and dishonorable to the legal profession; it also reveals a basic moral flaw that makes her unfit to practice law.[18]

In this regard, Section 27, Rule 138 of the Revised Rules of Court mandates that a lawyer may be disbarred or suspended by this Court for any of the following acts: (1) deceit; (2) malpractice; (3) gross misconduct in office; (4) grossly immoral conduct; (5) conviction of a crime involving moral turpitude; (6) violation of the lawyer's oath; (7) willful disobedience of any lawful order of a superior court; and (8) willfully appearing as an attorney for a party without authority to do so.[19] Thus, a lawyer may be disbarred or suspended for any violation of his oath, a patent disregard of his duties, or an odious deportment unbecoming an attorney. However, the question as to what disciplinary sanction should be meted out against a lawyer found guilty of misconduct requires consideration of a number of factors.

In the instant case, the misconduct of Atty. Maravilla-Ona is aggravated by her unjustified refusal to obey the orders of the IBP directing her to file an answer to the complaint of Bienvenida and to appear at the scheduled mandatory conference. This constitutes blatant disrespect for the IBP which amounts to conduct unbecoming lawyer. In *Almendarez, Jr. v. Langit*, We held that a lawyer must maintain respect not only to the courts, but also to judicial officers and other duly constituted authorities, including the IBP:

The misconduct of respondent is aggravated by his unjustified refusal to heed the orders of the IBP requiring him to file an answer to the complaint-affidavit and, afterwards, to appear at the mandatory conference.

Although respondent did not appear at the conference, the IBP gave him another chance to defend himself through a position paper. Still, respondent ignored this directive, exhibiting a blatant disrespect for authority. Indeed, he is justly charged with conduct unbecoming a lawyer, for a lawyer is expected to uphold the law and promote respect for legal processes. Further, a lawyer must observe and maintain respect not only to the courts, but also to judicial officers and other duly constituted authorities, including the IBP. Under Rule 139-B of the Rules of Court, the Court has empowered the IBP to conduct proceedings for the disbarment, suspension, or discipline of attorneys.[20]

We also take note of the past disbarment complaints that had been filed against Atty. Maravilla-Ona. In A.C. No. 10107 entitled *Beatrice C. Yatco*, represented by her Attorney-In-Fact, *Marivic Yatco v. Atty. Eleanor Maravilla-Ona*, the complainant filed a disbarment case against Atty. Maravilla-Ona for issuing several worthless checks as rental payments for the complainant's property and for refusing to vacate the said property, thus forcing the latter to file an ejectment case against Atty. Maravilla-Ona. The IBP required Atty. Maravilla-Ona to file her Answer, but she failed to do so. Neither did she make an appearance during the scheduled mandatory conference. In its Resolution[21] dated February 13, 2013, IBP found Atty. Maravilla-Ona guilty of serious misconduct and for violating Canon 1, Rule 1.01 of the Code. The Court latter adopted and approved the IBP's findings in its Resolution dated September 15, 2014 and suspended Atty. Maravilla-Ona from the practice of law for a period of one (1) year.

In yet another disbarment case against Atty. Maravilla-Ona, docketed as A.C. No. 10944 and entitled *Norma M. Gutierrez v. Atty. Eleanor Maravilla-Ona*, the complainant therein alleged that she engaged the services of Atty. Maravilla-Ona and gave her the amount of P80,000 for the filing of a case in court. However, Atty. Maravilla-Ona failed to file the case, prompting the complainant to withdraw from the engagement and to demand the refund of the amount she paid. Atty. Maravilla-Ona returned P15,000 and executed a promissory note to pay the remaining P65,000. However, despite several demands, Atty. Maravilla-Ona failed to refund the complainant's money. Thus, a complaint for disbarment was filed against Atty. Maravilla-Ona for grave misconduct, gross negligence and incompetence. But again, Atty. Maravilla-Ona failed to file her Answer and appear in the mandatory conference before the IBP. The IBP found that Atty. Maravilla-Ona violated Canon 16, Rule 16.03 of the Code[22] and recommended her suspension for a period of five (5) years, considering her previous infractions. The Court, however, reduced Atty. Maravilla-Ona's penalty to suspension from the practice of law for a period of three (3) years, with a warning that a repetition of the same or similar offense will be dealt with more severely. She was also ordered to return the complainant's money.

Clearly, Atty. Maravilla-Ona exhibits the habit of violating her oath as a lawyer and the Code, as well as defying the processes of the IBP. The Court cannot allow her blatant disregard of the Code and her sworn duty as a member of the Bar to continue. She had been warned that a similar violation will merit a more severe penalty, and yet, her reprehensible conduct has, again, brought embarrassment and dishonor to the legal profession.

In her previous disbarment case, We showed leniency by reducing her penalty to suspension for a period of three (3) years. We cannot similarly treat Atty. Maravilla-Ona this time. It is clear that she did not learn any lesson from her past experiences and since then has continued to exhibit traits of incorrigibility. It is time to write finis to Atty. Maravilla-Ona's professional legal career for the sake of the public, the profession and the interest of justice.[23]

In *Overgaard v. Valdez*,[24] the respondent was disbarred for deserting his client after collecting the full amount of his legal fees without attending to any of the cases for which he was engaged. This Court ruled that respondent committed manifestly deceitful and dishonest acts, which violated Rule 1.01 of Canon 1, Canon 15; and Rule 16.01 of Canon 16 of the Code.

Similarly in *Arellano University, Inc. v. Mijares III*,[25] the Court disbarred the lawyer therein for

misappropriating the client's money intended for securing a certificate of title on the latter's behalf. Finally, in *CF Sharp Crew Management Incorporated v. Atty. Torres*,<sup>[26]</sup> the Court disbarred the respondent for failing to account for, and misappropriating, the various amounts he received from his client.

Considering all of the foregoing, We deem it fit to affirm the imposition of the ultimate penalty of disbarment from the practice of law upon Atty. Maravilla-Ona. Membership in the legal profession is a privilege, and whenever it is made to appear that an attorney is no longer worthy of the trust and confidence of her clients and the public, it becomes not only the right but also the duty of the Court to withdraw the same.<sup>[27]</sup>

WHEREFORE, respondent Atty. Eleonor A. Maravilla-Ona is found GUILTY of gross misconduct and violation of Canons 1, 16, and 18; and Rules 1.01, 16.01, 18.03, and 18.04 of the Code of Professional Responsibility. Accordingly, she is hereby DISBARRED from the practice of law and her name is ordered stricken off from the Roll of Attorneys, effective immediately. The Court orders respondent to RESTITUTE complainant Bienvenida Flor Suarez the amount of fifty-eight thousand pesos (P58,000) within thirty (30) days from receipt of this Decision. Otherwise, respondent may be held liable for contempt.

Let copies of this Decision be furnished all courts of the land, the Integrated Bar of the Philippines, as well as the Office of the Bar Confidant for their information and guidance, and let it be entered in Atty. Eleonor A. Maravilla-Ona's record in this Court.

### **SO ORDERED.**

Sereno, C.J, Velasco, Jr., Peralta, Bersamin, Del Castillo, Perez, Mendoza, Perlas-Bernabe, Leonen, Jardeleza, and Caguioa, JJ., concur.

Carpio, and Leonardo-De Castro, JJ., on official leave.

Brion and Reyes, JJ., on leave.

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### **NOTICE OF JUDGMENT**

Sirs/Mesdames:

Please take notice that on September 27, 2016 a Decision/Resolution, copy attached herewith, was rendered by the Supreme Court in the above-entitled case, the original of which was received by this Office on October 26, 2016 at 10:10 a.m.

Very truly yours,

(SGD)

FELIPA G. BORLONGAN-ANAMA

Clerk of Court

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[1] Rollo, pp. 2-3.

[2] Id. at 4.

[3] Id. at 5.

[4] Id.

[5] Id. at 10.

[6] Id. at 11.

[7] Id. at 13-14.

[8] Id.

[9] Id. at 19-23.

[10] Id. at 23.

[11] Id. at 17-18. As stated in the IBP Notice of Resolution.

[12] Id. at 17.

[13] Id. at 16.

[14] *Foronda v. Alvarez, Jr.*, AC No. 9976, June 25, 2014, 727 SCRA 155, 164; citing *Manzano v. Soriano*, 602 Phil. 419, 426-427 (2009).

[15] Id.; citing *de Chavez-Blanca v. Lumasag, Jr.*, 603 Phil. 59, 65 (2009).

[16] A.C. No. 7815, July 23, 2009, 593 SCRA 549.

[17] *Overgaard v. Valdez*, A.C. No. 7902, September 30, 2008, 567 SCRA 118. (citations omitted)

[18] *CF Sharp Crew Management Incorporated v. Atty. Torres*, A.C. No. 10438, September 2014, 736 SCRA 1. (citations omitted)

[19] *Arellano University, Inc. v. Mijares III*, A.C. No. 8380, November 20, 2009, 605 SCRA 93; *Hernandez v. Go*, A.C. No. 1526, 31 January 2005, 450 SCRA 1.

[20] A.C. No. 7057, July 25, 2006, 496 SCRA 402, 408.

[21] Resolution No. XX-2013-63 in CBD Case No. 2733.

[22] Canon 16 - A Lawyer Shall Hold in Trust All Moneys and Properties of His Client That May Come into His Profession.

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Rule 16.03 - A lawyer shall deliver the funds and property of his client when due or upon demand. However, he shall have a lien over the funds and may apply so much thereof as may be necessary to satisfy his lawful fees and disbursements, giving notice promptly thereafter to his client. He shall also have a lien to the same extent on all judgments and executions he has secured for his client as provided for in the Rules of Court.

[23] *Que v. Atty. Anastacio E. Revilla, Jr.*, A.C. No. 7054, November 11, 2014, 739 SCRA 459.

[24] *Supra* note 17.

[25] *Supra* note 19.

[26] *Supra* note 18.

[27] Id.

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