

ELENA VDA. DE ECO, COMPLAINANT, VS. ATTORNEY BENJAMIN RAMIREZ, RESPONDENT.

A.C. No. 1647. January 20, 1995

Ponente: ROMERO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/a-c-no-1647/>

ROMERO, J.:

The IBP Board of Governors resolved to adopt and approve the report of Investigating Commissioner Vicente Q. Roxas finding respondent lawyer Benjamin Ramirez guilty of having committed acts not befitting a member of the bar. [1] The Board of Governors also increased the recommended penalty from six (6) months to one year suspension.

The facts of the case are as follows:

Elena Vda. de Eco, an illiterate from Sorsogon, filed a complaint against respondent Benjamin Ramirez on May 17, 1976. Atty. Ramirez was then counsel for Communications Insurance Co., Inc.

On January 1966, Vda. de Eco filed suit against the Hapseng Bakery and Grocery and its insurer, Communications Insurance Co., Inc. for the death of her husband while in the employ of the bakery. [2]

The Worker's Compensation Commission Office at Naga rendered a decision on December 19, 1975. Said decision was forwarded to the Workmen's Compensation for review.

According to complainant Vda. de Eco's affidavit, sometime January 1976, she went to the office of Communications Insurance Co., Inc. to follow up the case. Complainant and her daughter Beata Elona were met by respondent lawyer Benjamin Ramirez, who asked them to wait a while. Afterward, he told them that the insurance company was not liable for her husband's death but the company will help by giving them "P650.00 as limos." He asked her to get a residence certificate in order for her to receive the money. Once she had the residence certificate, she received the money only after she thumbmarked a blank piece of paper and her daughter signed as witness.

On January 29, 1976, the Workmen's Commission decided the case in favor of Vda. de Eco and ordered the Hapseng Bakery and the Communications Insurance Co. jointly and severally to pay the sum of P4,880.00.

After a writ of execution was issued by the Commission, complainant along with a deputy sheriff from Manila went to the office of Communications Insurance Co., Inc. They were asked to call again since Atty. Benjamin Ramirez, who had the papers relevant to the case, was out. On April 28, 1976, they again went to see Atty. Ramirez. This time the lawyer informed them that the sum of P4,880.00 was already paid to Vda. de Eco on January 15, 1976.

In his answer, respondent lawyer admitted having met Vda. de Eco at his office in January 1976 but denied that he gave her only P650.00. He claims that complainant signed a receipt on January 15, 1976 for P4,880.00 and not a blank piece of paper.

Both parties, therefore, admit the existence of a receipt prepared on January 15, 1976. The issue in this case is whether respondent Ramirez made it appear that complainant signed a receipt on January 15, 1976 for P4,880.00 as full payment for the complainant's claim.

If the complainant is right, then respondent lawyer had deceived her into signing a receipt for the Commission's award without receiving the full amount.

Since 1991 when the Integrated Bar of the Philippines commenced its investigation, the complainant failed to appear; nor could service of notices be made on her. The Investigating Commissioner however, pointed out in his report that under Rule 139-B, the IBP cannot dismiss outright a complaint against a member of the bar simply because the complainant has lost interest in the case, specially where prima facie evidence exists. [3] Moreover, respondent lawyer's verified answer and admissions during hearings before the Investigating Commissioner constitute sufficient evidence for a just disposition of the case.

After a careful study of the Investigating Commissioner's report finding respondent lawyer guilty of acts not befitting a member of a bar, we find it to be thorough and in conformance with reason and the evidence presented. We, therefore, adopt the report's findings.

The commissioner held:

"From the complaint and respondent's very admissions in the answer, complainant could not have signed together with her daughter as witness for the full amount of P4,880.00 because that January 15, 1976 receipt could not have known or anticipated the award of the Workmen's Compensation Commission on January 29, 1976 against respondent's company, Communications Insurance Co. Inc., for P4,880.00, not unless the insurance company or respondent were mind-readers or were forewarned of an adverse judgment which are both unlikely. In fact, complainant herself only discovered that the full amount of P4,880.00 was allegedly made to appear on the receipt when complainant went on April 26, 1976 to the Sheriff with regard to the writ of execution dated March 31, 1976 issued by the Workmen's Compensation Commission.

Respondent admits the documents, the dates, the amount awarded and the decision all pertaining to the Workmen's Compensation Case, along with the writ of execution issued against the respondent's insurance company.

In the face of the admissions in the answer, it is difficult to believe respondent's allegation that "on the contrary, complainant was made to thumbmark a duly accomplished document in the presence of her daughter, its contents were read and translated to her in Bicol, a dialect she fully understands, after which her daughter Beata Elona signed as a witness after receiving the full amount of P4,880.00 as death compensation of her late husband..." [4]

Furthermore, respondent's failure to substantiate his claim of payment, by not presenting in evidence the actual receipts paid to complainant, true copies of the encashed check for P4,880.00 and a certain Manuel Liao of Communication Insurance Co., Inc., does not help his cause. [5]

Due to the absence of complainant, there is no evidence of the exact amount actually paid by the insurance company to her. Hence, no monetary award can be made in this regard.

By preponderance of evidence, it has been amply proved that respondent lawyer Benjamin Ramirez deceived complainant by making it appear in a document on January 15, 1976 that she received P4,880.00 or more than what she actually received.

Under Section 27 of Rule 138 of the Rules of Court, a member of the bar may be removed or suspended from his office as attorney by the Supreme Court for any deceit, malpractice or other gross misconduct in such office.

Respondent's act of defrauding an illiterate complainant of the monetary award for her husband's death, for which she waited nearly ten years, is deplorable and should not be viewed lightly. Not only does respondent degrade himself as a lawyer but he thereby besmirches the honorable profession to which he belongs.

For the foregoing reasons, the respondent is **SUSPENDED** from the practice of law for a period of one year from receipt of this Resolution.

SO ORDERED.

Feliciano, (Chairman), Bidin, Melo, and Vitug, JJ., concur.

[1] Report of Commissioner Vicente Q. Roxas, dated March 15, 1993; Resolution of IBP Board of Governors, Resolution No. XI-94-068 dated March 26, 1994.

[2] WCC Case No. 8065; Workmen's Compensation Commission, Naga City.

[3] Section 5 of Rule 139-B reads:

"x x x No investigation shall be interrupted or terminated by reason of the desistance, settlement, compromise, restitution, withdrawal of the charges, or failure of the complainant to prosecute the same."

[4] Report of Commissioner Vicente Q. Roxas, pp. 7-8, March 15, 1993.

[5] Report, p. 8.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.