

**CELEDONIO QUILBAN, ROMUALDO DALAGAN, FORTUNATO  
RAMIREZ, AMADOR ALARCON AND LUIS AGAWAN, COMPLAINANT,  
VS. ATTY. SANTIAGO R. ROBINOL, RESPONDENT.**

*A.C. No. 2144. April 10, 1989*

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**PER CURIAM:**

Subjected to frustrations were the dreams of thirty-two (32) squatter families to own the land of approximately 50 square meters each on which their respective homes were built. To vindicate their rights they have aired their plight before this Court. Thwarted, too, was the benevolence shown by the original owner of the land which parted with its property at a give-away price thinking that it was accommodating the landless squatters.

The antecedent facts follow:

The Colegio de San Jose, a Jesuit corporation, (Colegio, for short) used to own a parcel of land at the Seminary Road, Barrio Bathala, Quezon City. Through its administrator, Father Federico Escaler, it sold said land to the Quezon City Government as the site for the Quezon City General Hospital but reserved an area of 2,743 square meters as a possible development site. Squatters, however, settled in the area since 1965 or 1966.

Sometime in 1970, the Colegio, through Father Escaler gave permission to Congressman Luis R. Taruc to build on the reserved site a house for his residence and a training center for the Christian Social Movement. Seeing the crowded shanties of squatters, Congressman Taruc broached to Father Escaler the idea of donating or selling the land cheap to the squatters. Congressman Taruc then advised the squatters to form an organization and choose a leader authorized to negotiate with Father Escaler. Following that advice, the squatters formed the "Samahang Pagkakaisa ng Barrio Bathala" (Samahan, for brevity), with Bernabe Martin as President (Exhibit "24", Robinol), who was entrusted with the task of negotiating on their behalf for the sale of the land to them.

But instead of working for the welfare of the Samahan, Martin went to one Maximo Rivera, a realtor, with whom he connived to obtain the sale to the exclusion of the other Samahan members. On 28 March 1971, the land was ultimately sold to Rivera at P15 per square meter or a total consideration of P41,961.65. The prevailing price of the land in the vicinity then was P100 to P120 per square meter. It was evident that Father Escaler had been made to believe that Rivera represented the squatters on the property. On the same date, 28 March 1971, Rivera obtained TCT No. 175662 to the property in his name alone.

In 1972, thirty-two heads of families of the Samahan filed Civil Case No. Q-16433, Branch IV, Quezon City, entitled "Celedonio Quilban, et al., Plaintiffs, vs. Maximo Rivera, et al., Defendants," with the principal prayer that said defendants be ordered to execute a deed of conveyance in favor of said plaintiffs after reimbursement by the latter of the corresponding amount paid by Rivera to the Colegio. The Court of First Instance of Quezon City, however, dismissed the case.

To prosecute the appeal before the Court of Appeals, the Samahan members hired as their counsel Atty. Santiago R. Robinol for which the latter was paid P2,000.00 as attorney's fees on 8 October 1975 (Exhibit "1"). Atty.

Robinol was also to be given by the members a part of the land, subject matter of the case, equal to the portion that would pertain to each of them. What was initially a verbal commitment on the land sharing was confirmed in writing on 10 March 1979 (Exhibit "2").

On 14 November 1978, the Court of Appeals reversed the CFI Decision by:

"(1) ordering defendant Maximo Rivera and all his co-defendants to execute a deed of conveyance of the land in question in favor of herein plaintiffs after the payment of the corresponding amount paid by the defendants to the Colegio de San Jose, Inc., and in case of refusal or failure on their part to do so, ordering the Clerk of Court to execute the same in favor of plaintiffs and declaring TCT No. 175662 (Annex E) null and void and ordering the Register of Deeds of Quezon City to cancel said certificate and issue a new one in lieu thereof in the name of plaintiffs-appellants, upon presentation of the deed of conveyance to be executed in favor of appellants and (2) ordering appellees jointly and severally to pay appellants the sum of P2,000.00 as attorney's fees, plus costs." (p. 30, Report and Recommendation)

To raise the amount of P41,961.65 ordered paid by the Court of Appeals, plus expenses for ejectment of the non-plaintiffs occupying the property, conveyance, documentation, transfer of title etc., the five officers of the Samahan collected, little by little, P2,500.00 from each head of family. The Treasurer, Luis Agawan, issued the proper receipts prepared by Atty. Robinol.

On 18 May 1979, the sum of P68,970.00 was turned over to Atty. Robinol by the officers; on 31 May 1979 the amounts of P1,030.00 and P2,500.00 respectively; and on 2 June 1979, the sum of P2,500.00, or a total of P75,000.00.

After almost a year, the five officers discovered that no payment had been made to Rivera. When queried, Atty. Robinol replied that there was an intervention filed in the civil case and that a Writ of Execution had not yet been issued by the Court of First Instance of Quezon City. However, it turned out that the motion for intervention had already been dismissed. After confronting Atty. Robinol with that fact, the latter gave other excuses, which the officers discovered to have no basis at all.

On 6 March 1980, 21 out of 32 plaintiffs arrived at a "first consensus" to change their counsel, Atty. Robinol (Exhibit "3"). The officers of the Samahan thereafter approached Atty. Anacleto R. Montemayor, who agreed to be their counsel, after he was shown the document of 6 March 1980 containing the consensus of the Samahan members to change Atty. Robinol as their lawyer. Upon Atty. Montemayor's advice, the officers sent Atty. Robinol a letter dated 17 March 1980 informing the latter of their decision to terminate his services and demanding the return of the P75,000.00 deposited with him (Exhibit "5"). Atty. Robinol turned deaf ears to the demand. A subsequent letter of the same tenor, dated 31 March 1980 (Exhibit "6"), was similarly disregarded by Atty. Robinol.

On 20 March 1980, Atty. Montemayor formally entered his appearance in Civil Case No. Q-16433 as counsel for the plaintiffs (Exhibit "8"), vice Atty. Robinol, on the strength of the authority dated 18 March 1980 given him by plaintiffs in said civil case through the five officers (Exhibit "9"). Atty. Montemayor then filed on 20 March 1980 a Motion for Execution praying that the defendants and/or the Clerk of Court be directed to execute a deed of conveyance in favor of the plaintiffs (Exhibit "10"). At the hearing of the Motion for Execution on 5 June 1980, Atty. Robinol manifested that he had no objection to the appearance of and his substitution by Atty. Montemayor (Exhibits "11" & "11-A").

Because Atty. Robinol, however, still questioned the first consensus dated 6 March 1980, another document labelled the "second consensus" (Exhibit "E") was signed by 21 plaintiffs during a meeting held for the purpose on 24 November 1980 to the effect that they had decided to change Atty. Robinol as their counsel because he had

delayed paying for their land notwithstanding the Decision of the Court of Appeals in their favor.

#### Administrative Case No. 2144

On 15 April 1980 the Samahan officers filed this Administrative Complaint before this Court requesting the investigation of Atty. Robinol for refusal to return the P75,000.00 and praying that the Court exercise its power of discipline over members of the Bar unworthy to practice law. The details of their Complaint were embodied in their Joint Affidavit executed on 14 April 1980 describing what had transpired between them and Atty. Robinol.

In his defense, Atty. Robinol maintains that he was hired by Complainants to appeal their case to the Court of Appeals after they had lost in the lower Court; that their agreement as to attorney's fees was on a contingent basis - if he obtains a reversal of the lower Court Decision, they will give him a portion of the property subject matter of the litigation equal to the portion that will pertain to each of the 32 plaintiffs in Civil Case No. Q-16433; that he did not receive P70,000.00 from Complainants on 18 May 1979 but only P56,470.00; that he prepared and signed the receipt dated 18 May 1979 showing that he received P70,000.00 only to save Complainants from embarrassment and shame should their co-plaintiffs ask for proof that they (Complainants) have paid their shares, which they have not; that the correct amount in his possession is only P62,470.00 - it would really be P75,000.00 had the five Complainants paid their shares in the amount of P12,500.00 at P2,500.00 each and one Fortunate Ramirez paid his balance of P30.00; that he had the right to hold the money in his possession as guarantee for the payment of his attorney's fees - instead of getting a portion of the property that will pertain to each of the plaintiffs, he wants his portion converted to cash, and the cash equivalent of his portion is P50,000.00 (2,743 square meters divided by 32 plaintiffs equals 85 square meters for each plaintiff, multiplied by P500.00 up per square meter); that considering that P50,000.00 is even less than one-half (1/2) per cent of the total value of the property, which is more than a million pesos, such amount is not unreasonable; that he is ready to give back the amount of P12,470.00, representing the difference between P50,000.00 and the amount of P62,470.00 in his possession; that complainants cannot make this Court a collection agency and that while this Court has the exclusive disciplinary power over members of the Bar, it is equally true that the Court cannot pass judgment on Complainants' plea that the amount deposited by respondent be returned to them as this prayer should be ventilated in an ordinary action; that he does not have the slightest intention to appropriate the money in his possession (P62,470.00) for himself, but he is holding it until his attorney's fees are satisfied there being no guarantee for its satisfaction because of Complainants' adamant refusal to pay him; that there was no previous notice to him of his discharge; and that Atty. Montemayor accepted the case without his (Robinol's) formal withdrawal and conformity.

#### Administrative Case No. 2180

Pursuing that tack, on 29 July 1980, Atty. Robinol filed a complaint for Disbarment against Atty. Anacleto R. Montemayor for alleged gross unethical conduct unbecoming of a lawyer in that Atty. Montemayor readily accepted the case without his (Robinol's) formal withdrawal and conformity and knowing fully well that there was no consensus of all the plaintiffs to discharge him as their counsel.

For his part, Atty. Montemayor denied that the attorney's fees agreed upon by plaintiffs and Atty. Robinol were purely on a contingent basis, the truth being that the attorney's fees were payable on a cash basis of P2,000.00 retainer fee, as evidenced by the receipt signed by Atty. Robinol (Annex "1"), plus whatever amount is adjudicated as attorney's fees by the Court of Appeals; that the contingent fee referred to by Atty. Robinol was the result of his insistent demand after the Court of Appeals Decision in Civil Case No. Q-16433 was already final, as shown by the date of the agreement (Annex "2"); that twenty [20] out of thirty-two [32] members of the Samahan signed the agreement to discharge Atty. Robinol and hire a substitute counsel as shown by Annex "3", which is a

majority of the membership and, therefore, a valid consensus; that he agreed to act as counsel if only to arrest the growing belief of the Samahan that most members of the Philippine Bar are unprincipled; that although there was no formal Motion for substitution, there was substantial compliance with Sec. 26, Rule 138 of the Rules of Court, as shown by the formal entry of appearance in Civil Case No. Q-16433 (Annex "8"), the written consent of the clients (Annex "9"), notice to Atty. Robinol of his discharge and substitution (Annexes "10" and "11"), non-objection by Robinol of his appearance as counsel (Annex "12"), and implied consent of the Court to the substitution as shown by its Order of 29 May 1980 (Annex "13"); that his professional and personal actuations as counsel for the plaintiffs in Civil Case No. Q-16433, CFI-Quezon City, do not cause dishonor either to himself or to the Philippine Bar; and that the Complaint against him should be dismissed.

On 1 September 1980 and on 17 December 1980, the Court referred Adm. Case No. 2144 and Adm. Case No. 2180, respectively, to the Office of the Solicitor General for investigation, report and recommendation. On 15 December 1988, the Solicitor General submitted his compliance and recommended:

"1. That Atty. Santiago R. Robinol be suspended for three months for refusing to deliver the funds of the plaintiffs in his possession, with the warning that a more severe penalty will be imposed for a repetition of the same or similar act, and that he be ordered to return to the plaintiffs, through the complainants in Adm. Case No. 2134, the sum of P75,000.00.

"2. That the case against Atty. Anacleto R. Montemayor, Adm. Case No. 2180, be dismissed, since he has not committed any misconduct imputed to him by Atty. Robinol." (pp. 59-60, Rollo)

Except for the disciplinary sanction suggested for Atty. Robinol, we concur with the recommendations.

Re: Atty. Santiago R. Robinol

Atty. Robinol has, in fact, been guilty of ethical infractions and grave misconduct that make him unworthy to continue in the practice of the profession. After the Court of Appeals had rendered a Decision favorable to his clients and he had received the latter's funds, suddenly, he had a change of mind and decided to convert the payment of his fees from a portion of land equivalent to that of each of the plaintiffs to P50,000.00, which he alleges to be the monetary value of that area. Certainly, Atty. Robinol had no right to unilaterally appropriate his clients' money not only because he is bound by a written agreement but also because, under the circumstances, it was highly unjust for him to have done so. His clients were mere squatters who could barely eke out an existence. They had painstakingly raised their respective quotas of P2,500.00 per family with which to pay for the land only to be deprived of the same by one who, after having seen the color of money, heartlessly took advantage of them.

Atty. Robinol has no basis to claim that since he was unjustly dismissed by his clients he had the legal right to retain the money in his possession. Firstly, there was justifiable ground for his discharge as counsel. His clients had lost confidence in him for he had obviously engaged in dilatory tactics to the detriment of their interests, which he was duty-bound to protect. Secondly, even if there were no valid ground, he is bereft of any legal right to retain his clients' funds intended for a specific purpose - the purchase of land. He stands obliged to return the money immediately to their rightful owners.

The principle of quantum meruit applies if a lawyer is employed without a price agreed upon for his services in which case he would be entitled to receive what he merits for his services, as much as he has earned. In this case, however, there was an express contract and a stipulated mode of compensation. The implied assumpsit on quantum meruit, therefore, is inapplicable.

But Atty. Robinol seeks to impress upon the Court that he had received only the sum of P62,470.00 and not P75,000.00 claiming that five (5) officers of the Samahan had not yet paid their shares totalling P12,500.00.

We agree with the Solicitor General that complainants' evidence on this score is the more credible and that he had, in fact, received the total sum of P75,000.00 inclusive of the share of P12,500.00 of the five (5) officers of the Samahan. For, in the pleadings filed by Atty. Robinol himself in the civil case below, namely, the Motion for Execution on 5 June 1979; the Motion for Postponement on 31 August 1979; and the Motion to Set Hearing of Motion for Execution on 10 March 1980, he made mention of seven (7) persons, who, as of that time, had not yet submitted their corresponding shares which list, however, did not include any of the five (5) officers of the Samahan.

Inevitable, therefore, is the conclusion that Atty. Robinol has rendered himself unfit to continue in the practice of law. He has not only violated his oath not to delay any man for money and to conduct himself with all good fidelity to his clients. He has also brought the profession into disrepute with people who had reposed in it full faith and reliance for the fulfillment of a life-time ambition to acquire a homelot they could call their own.

Re: Atty. Anacleto R. Montemayor

In so far as Atty. Montemayor is, concerned, we agree with the findings of the Solicitor General that he has not exposed himself to any plausible charge of unethical conduct in the exercise of his profession when he agreed to serve as counsel for the plaintiffs in Civil Case No. Q-16433.

Of the thirty-two (32) plaintiffs in said civil case, twenty-one (21) had signed the first consensus of 6 March 1980 expressing their resolve to change their lawyer. In as much as Atty. Robinol sought to exclude seven (7) of the plaintiffs (out of 32) for non-payment of their shares, only twenty-five (25) of them should be considered in determining the majority. Consequently, twenty-one (21) out of twenty-five (25) is sufficient to make the said consensus binding. It is more than a simple majority.

Moreover, the following developments estop Atty. Robinol from questioning his discharge as counsel: On 17 March 1980 he was informed in writing by plaintiffs of the termination of his services (Exhibit "5"). That was followed by another letter of 31 March 1980 of the same tenor (Exhibit "6"). In his Memorandum of 12 December 1985 and during the proceedings before the lower Court on 5 June 1980 he had stated that he had no objection to Atty. Montemayor's appearance in Civil Case Q-16433. When the latter did enter his appearance, therefore, on 20 March 1980 it was only after assuring himself that Atty. Robinol's services had been formally terminated. He had in no way encroached upon the professional employment of a colleague.

There is no gainsaying that clients are free to change their counsel in a pending case at any time (Section 26, Rule 138, Rules of Court) and thereafter employ another lawyer who may then enter his appearance. In this case, the plaintiffs in the civil suit below decided to change their lawyer. Atty. Robinol, for loss of trust and confidence. That act was well within their prerogative.

In so far as the complaint for disbarment filed by Atty. Robinol against Atty. Montemayor is concerned, therefore, we find the same absolutely without merit.

ACCORDINGLY, 1) In Administrative Case No. 2144, Atty. Santiago R. Robinol is hereby DISBARRED for having violated his lawyer's oath to delay no man for money, broken the fiduciary relation between lawyer and client, and proven himself unworthy to continue in the practice of law. By reason of his unethical actuations, he is hereby declared to have forfeited his rights to attorney's fees and is ordered to return the amount of P75,000.00 to the plaintiffs in Civil Case No. Q-16433 through the complainant in the aforementioned Administrative Case.

2) Administrative Case. No. 2180 against Atty. Anacleto R. Montemayor for disbarment is hereby DISMISSED for lack of merit.

Let copies of this Resolution be entered in the respective personal records of Attys. Santiago R. Robinol and Anacleto R. Montemayor.

This Resolution is immediately executory.

**SO ORDERED.**

Fernan, C.J., Narvasa, Melencio-Herrera, Gutierrez, Jr., Cruz, Paras, Feliciano, Gancayco, Padilla, Bidin, Sarmiento, Cortes, Grino-Aquino, Medialdea, and Regalado, JJ., concur.

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