

JAYNE Y. YU, COMPLAINANT, VS. RENATO LAZARO BONDAL, RESPONDENT.

A.C. NO. 5534. January 17, 2005

Ponente: CARPIO MORALES, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/a-c-no-5534/>

CARPIO MORALES, J.:

Atty. Renato Lazaro Bondal (respondent) stands charged in a complaint[1] filed by Jayne Y. Yu (complainant) for gross negligence and violation of Canon 16[2] and Rule 16.03[3] of the Code of Professional Responsibility arising from his alleged failure to attend to the five cases she referred to him and to return, despite demand, the amount of P51,716.54 she has paid him.

By complainant's allegation, the following spawned the filing of the present administrative complaint:

On March 30, 2000, she engaged the services of respondent as counsel in the following cases: (1) "Jayne Yu. v. Swire Realty and Development Corp.," for Rescission with Damages filed before the Housing and Land Use Regulatory Board, (2) I.S. No. 00-22089-90, "Jayne Yu v. Lourdes Fresnoza Boon," for Estafa, (3) I.S. No. 2000-G-22087-88, "Jayne Yu v. Julie Teh," for violation of Batas Pambansa Blg. 22, (4) I.S. No. 2000-D-11826, "Jayne Yu v. Mona Lisa San Juan" for violation of Batas Pambansa Blg. 22, and (5) I.S. No. 2000-D-11827, "Jayne Yu v. Elizabeth Chan Ong," also for violation of Batas Pambansa Blg. 22.[4]

In the Retainer Agreement[5] dated March 30, 2000, complainant agreed to pay respondent the amount of P200,000.00 as Acceptance Fee for the five cases, with an Appearance Fee of P1,500.00 pesos per hearing; and in the event that damages are recovered, she would pay respondent 10% thereof as success fee.

Complainant later issued two checks, BPI Family Bank No. 94944 and BPI Family Bank No. 94968, dated February 20, 2001 and April 5, 2001 in the amount of P30,000.00 and P21,716.54, respectively.[6]

Despite receipt of above-said amounts, respondent failed to file a case against Swire Realty and Development Corp;[7] due to respondent's negligence, the case for estafa against Lourdes Fresnoza Boon was dismissed by the Office of the City Prosecutor of Makati City and was not timely appealed to the Department of Justice;[8] respondent negligently failed to inform complainant, before she left for abroad, to leave the necessary documents for purposes of the preliminary investigation of the case filed against Julie Teh before the Office of the City Prosecutor of Makati City, which case was eventually dismissed by Resolution dated August 14, 2000;[9] and respondent compelled her to settle the two cases for violation of B.P. Blg. 22 against Mona Lisa San Juan and Elizabeth Chan Ong under unfair and unreasonable terms.[10]

Respondent thus demanded from respondent, by letter[11] of June 14, 2001, for the return of all the records she had entrusted him bearing on the subject cases.

Through complainant's counsel (Chavez Laureta and Associates Law Office) which sent a letter[12] to respondent, she reiterated her demand for the return of the records of the cases.

Respondent did return but only the records bearing on the estafa case against Lourdes Fresnoza Boon and the B.P. Blg. 22 case against Mona Lisa San Juan.

Complainant through counsel thus demanded, by letter[13] of August 8, 2001, the return of the rest of the files, particularly that dealing with Swire Realty and Development Corporation and Julie Teh. In the same letter, complainant also demanded the refund of the amounts covered by the above-said two BPI Family Bank Checks amounting to P51,716.54, they being intended to represent payment of filing fees for the case against Swire Realty and Development Corporation which respondent failed to file.

As respondent failed and continues to refuse to comply with complainant's valid demands in evident bad faith and to her prejudice, she filed the present complaint charging him with flagrant violation of Canon 16 and Canon 16.03 of the Code of Professional Responsibility.

By Resolution[14] of February 4, 2002, this Court directed respondent to file his Comment. Respondent, through his counsel, the Escobido and Pulgar Law Offices, filed a motion for extension for thirty days or up to April 9, 2002, which was granted by Resolution of May 27, 2002. No copy was, however, furnished respondent's counsel.[15]

As respondent failed to file his Comment on the present complaint, this Court, by Resolution of July 21, 2003, considered the filing of respondent's comment deemed waived and allowed complainant to present her evidence before the Office of the Bar Confidant.[16]

At the hearing before the Officer of the Bar Confidant, complainant echoed her allegations in the complaint.

As to the other cases referred by complainant to respondent, complainant testified that the case against Julie Enriquez-Teh was dismissed because respondent failed to present the original checks subject of the case;[17] that the estafa case against Ms. Lourdes Boon was dismissed and was never appealed;[18] and that she was prodded by respondent to settle the two cases for B.P. Blg. 22 even if she was not satisfied with the terms thereof, respondent having assured her that he would waive his 10% "success fee" in the case against Swire Development.[19]

And complainant submitted the following documentary evidence: (1) Retainer Agreement between her and Atty. Renato Lazaro Bondal;[20] (2) BPI Family Bank Check No. 94944 dated February 20, 2001 for P30,000.00 payable to cash;[21] (3) BPI Family Bank Check No. 94968 dated April 5, 2001 for P21,716.54 payable to cash;[22] (4) Resolution of the City Prosecutor of Makati dated August 18, 2000 on a case between Jayne Yu and Lourdes Fresnoza Boon;[23] (5) Resolution of the City Prosecutor of Makati on a case between her and Julie Enriquez-Teh;[24] (5) her letter to respondent dated June 14, 2001 requesting the return of pertinent records of the cases referred to him;[25] (6) letter of Francisco I. Chavez to respondent dated July 18, 2001 reiterating the request for the return of the records and an accounting of the amount of P51,716.54;[26] (7) letter of Francisco I. Chavez to respondent dated August 8, 2001 confirming the receipt of two folders relative to the cases she filed against Lourdes Fresnoza Boon and Mona Lisa San Juan, requesting Atty. Bondal to return the files bearing on Swire Realty and Development Corporation and Julie Teh, and demanding the refund of the amount of P51,716.54.[27]

The Office of the Bar Confidant, by Report and Recommendation,[28] recommends the dismissal of the complaint for failure of complainant to substantiate it.

From the records of the case, it is culled that except for the case against Swire Development Corporation, the other 4 cases referred by complainant to respondent were filed in court but were dismissed or terminated for causes not attributable to respondent.

The case for estafa against Lourdes Fresnoza Boon in I.S. No. 00-22089-90 was dismissed by the Makati Prosecutor's Office by Resolution dated August 18, 2000 due to lack of probable cause and, in any event, the issues raised therein were in the nature of intra-corporate disputes which are properly cognizable by another forum, viz:

After careful examination and evaluation of the evidence adduced both by complainant and respondent, undersigned Investigating Prosecutor finds no probable cause to hold respondent for the offense charged of Estafa. Apparently, there was no deceit and/or unfaithfulness or abuse of confidence employed by respondent when complainant agreed to invest her money in the restaurant business under the name and style of La Gondola, Inc. which is owned by respondent. xxx In the present case, though, complainant alleged that respondent immediately upon receipt of the P4,800,000.00 representing her investment in the restaurant business, executed earlier in favor of Philippine Commercial and International Bank whereby La Gondola assumed the loans and credit accommodations obtained by Lucre Export/Import Inc., using the funds of La Gondola, Inc.; respondent being the President and majority owner of the latter corporation. However, outside of the mere allegation of complainant that respondent allegedly assumed the loans and credit accommodations extended to the other company using the funds of La Gondola, Inc., no concrete and real evidence were presented and/or proven to this effect by complainant. xxx

Moreover, it is apparent that the issues being raised by complainant appears to be intra-corporate disputes which could be very well settled in another forum.[29] (Underscoring supplied)

Notably, a similar complaint for the same offense, docketed as I.S. No. 99-H-2780, had been previously filed by complainant against Ms. Boon which case was dismissed for insufficiency of evidence.[30] As thus observed by the Office of the Bar Confidant, the filing of an appeal from the prosecutor's resolution would have been inutile since the facts and issues raised in the estafa case had already been twice passed upon by the Office of the City Prosecutor, hence, it would likely be dismissed.[31]

No fault or negligence can also be attributed to respondent in the dismissal of I.S. No. 2000-G-22087-88 against Julie Teh. By Resolution of August 14, 2000 of the Makati Prosecutor's Office, it is clear that it was dismissed, in the main, on the ground that the offense charged did not actually exist and complainant failed to appear and present the original checks, viz:

After a careful evaluation of the evidence on record, the undersigned recommends for the dismissal of the present complaints on the following grounds:

- Despite reasonable opportunity given to her, complainant failed to appear and present the original copies of the subject checks and other documents attached to the complaint.
- The subject checks were presented after the 90-day period hence there is no more presumption of knowledge of the insufficiency of funds. Accordingly, the burden is shifted upon the complainant to prove that at the time the checks were issued, the drawer knew that he had insufficient funds. There is no allegation much less proof to that effect. The result is that the element of knowledge of insufficiency of funds or credit is not present, therefore the crime does not exist.[32].

On the alleged failure of respondent to appear during the hearing of I.S. No. 2000-G-22087-88 and his failure to present the original of the checks subject thereof, they being then in the possession of complainant who was abroad at that time:[33] Such failure to present the original of the checks cannot solely be attributed to respondent, for she herself was guilty of neglect.[34]

As for the alleged compulsion in the settlement of her two complaints for violation of B.P. Blg. 22 in accordance with the terms dictated by the therein respondents Mona Lisa San Juan and Elizabeth Chan Ong, upon the promise of respondent that he would waive the 10% success fee in the complaint to be filed against Swire Development:

Assuming the truthfulness of her allegation that respondent compelled her to settle, what the terms were as alleged to have been dictated by Ms. San Juan and Ms. Chan Ong, and the manner and/or extent of prejudice she suffered, complainant did not establish. Moreover, she failed to show that the promise by respondent that he would waive the 10% success fee was for the purpose of defrauding her or of such nature as to constitute undue influence, thereby depriving her of reasonable freedom of choice.

Subsequent to the amicable settlement, it appears that complainant never raised any objection to the terms of the compromise. As an accepted rule, when a client, upon becoming aware of the compromise and the judgment thereon, fails to promptly repudiate the action of his attorney, he will not afterwards be heard to complain about it.[35]

As for complainant's claim that the amount of P51,716.54, which was the only amount on record that complainant paid for respondent's legal services, was intended for the filing fees in the complaint against Swire Development Corporation, the same was not substantiated as in fact the retainer agreement does not so confirm.

We would like to thank you for retaining our law firm in the handling and representation of your case. In regard to the five cases you referred to us, our aggregate Acceptance fee is P200,000 Pesos with an Appearance fee of P1,500.00 Pesos per hearing. As regards the damages to be recovered, we will get 10% thereof by way of Success Fee.[36] (Underscoring supplied)

If, admittedly, the only payment given to complainant by respondent is the amount of P51,716.54, then complainant still owes respondent more, as respondent rendered his legal services in 4 out of the 5 cases. An acceptance fee is not a contingent fee, but is an absolute fee arrangement which entitles a lawyer to get paid for his efforts regardless of the outcome of the litigation. That complainant was dissatisfied with the outcome of the four cases does not render void the above retainer agreement for respondent appears to have represented the interest of complainant. Litigants need to be reminded that lawyers are not demi-gods or "magicians" who can always win their cases for their clients no matter the utter lack of merit of the same or how passionate the litigants may feel about their cause.[37]

In sum, this Court finds well taken the finding of the Office of the Bar Confidant that complainant failed to establish the guilt of respondent by clear, convincing and satisfactory proof. The charges against him must thus be dismissed.[38]

However, since respondent had been advised by complainant through counsel Chavez Laureta and Associates, by letter of July 18, 2001, that she intended to terminate his services, as of said date, he was obliged, under Rule 22.02 of the Code of Professional Responsibility, viz:

Rule 22.02 – A lawyer who withdraws or is discharged shall, subject to a retainer lien, immediately turn over all papers and property to which the client is entitled, and shall cooperate with his successor in the orderly transfer of the matter, including all information necessary for the proper handling of the matter,

to immediately turn over all papers and property which complainant entrusted to his successor.

WHEREFORE, the complaint is hereby DISMISSED. Respondent is, however, hereby directed to RETURN all the records in his possession relative to the cases he handled for complainant.

Panganiban, (Chairman), Sandoval-Gutierrez, Corona, and Garcia, JJ., concur.

[1] Rollo at 1-8.

[2] Canon 16. – A lawyer shall hold in trust all moneys and properties of his client that may come into his

possession.

[3] 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.

[4] Rollo at 1-2.

[5] Id. at 10.

[6] Id. at 11-12.

[7] Id.at 3.

[8] Id.at 3.

[9] Id at 3-4.

[10] Id.at 4.

[11] Id. at 17.

[12] Id.at 18-19.

[13] Id. at 20.

[14] Id. at 42.

[15] Vide Resolution of May 27, 2002 which does not mention respondent as one of those furnished a copy thereof. Id. at 54.

[16] Id. at 61.

[17] T.S.N., January 16, 2004 at 10.

[18] Id. at 11

[19] Id. at 12.

[20] Id. at 10.

[21] Id. at 11.

[22] Id. at 12.

[23] Id. at 13-15.

[24] Id. at 16.

[25] Id. at 17.

[26] Id. at 18-19.

[27] Id. at 20.

[28] Id. at 121-128.

[29] Id. at 35.

[30] Id. at 35.

[31] Id. at 124.

[32] Id. at 37.

[33] T.S.N. January 16, 2004 at 10.

[34] Villanueva v. People, 330 SCRA 695, 703 (2000).

[35] Philippine Aluminum Wheels, Inc. v. FASGI Enterprises, Inc., 342 SCRA 722, 736 (2000).

[36] Rollo at 10.

[37] Curimatmat v. Gojer, 308 SCRA 123, 128 (1999).

[38] Concepcion v. Fandiño, Jr., 334 SCRA 136, 142 (2000).

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.