HEIRS OF THE LATE HERMAN REY ROMERO, REPRESENTED BY ARACELI VDA. DE ROMERO, COMPLAINANTS, VS. ATTY. VENANCIO REYES JR., RESPONDENT.

A.C. NO. 6192 (FORMERLY CBD 02-947). June 23, 2005

Ponente: PANGANIBAN, J.

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PANGANIBAN, J.:

Lawyers are indispensable instruments of justice and peace. Upon taking their professional oath, they become guardians of truth and the rule of law.[1] Verily, when they appear before a tribunal, they act not merely as representatives of a party but, first and foremost, as officers of the court.[2] Thus, their duty to protect their clients' interests is secondary to their obligation to assist in the speedy and efficient administration of justice. While they are obliged to present every available legal remedy or defense; their fidelity to their clients must always be made within the parameters of law and ethics, never at the expense of truth, the law, and the fair administration of justice.

The Case and the Facts

This administrative case originates from a Complaint[3] filed by the heirs of Herman Rey Romero. They charged Atty. Venancio Reyes Jr. with willful and intentional falsehood, in violation of his oath as a member of the Philippine bar.

The material averments of the Complaint are summarized by the Integrated Bar of the Philippines Commission on Bar Discipline (IBP-CBD) in this wise:

> "The complainants charge respondent with committing a willful and intentional falsehood before the Regional Trial Court of Bulacan, as a result of which the complainants have been denied justice in Civil Case No. 906-M-94.
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> "Records show that complainants were intervenors in Civil Case No. 906-M-94, a civil case filed on November 7, 1994 in the Regional Trial Court of Bulacan, by Elizabeth Reyes, assisted by her husband, Jerry Reyes, against, Antonio Gonzales, Veronica Gonzales on her own behalf, and as representative of V.R. Gonzales Credit Enterprises, Inc., and the Register of Deeds for Bulacan. Antonio Gonzales, Veronica Gonzales and V.R. Gonzales Credit Enterprises, Inc. were represented by respondent, Atty. Venancio Reyes, Jr.
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> "The subject matter is a property subject of multiple sale, in fact, sold thrice over: first to the complainants, second to Elizabeth Reyes, and third, to V.R. Gonzales Credit Enterprises, Inc. The latter party was able to have its deed of sale registered first, and a new transfer of Certificate of Title over the property was issued in its name.
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> "On March 19, 1996, Hon. Fe Torres Arcilla, the trial judge, rendered judgment in Civil Case No. 906-M-94 based on a Compromise Agreement submitted by the parties to the Court.

> "Essentially, the Compromise Agreement ceded possession of the subject property to V.R. Gonzales Credit Enterprises, Inc., for it to develop the property into a middle class subdivision upon the infusion of capital by Antonio Gonzales and a certain Teresa Dela Cruz, in exchange for which complainants and Elizabeth Reyes would receive certain sums of money after two years.
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> "The Compromise Agreement, dated June 16, 1995, was signed in three stages, first by Elizabeth Reyes and her husband, then by complainants and their counsel, Atty. Renato Samonte Jr., and last, by Antonio Gonzales, Veronica Gonzales for and on behalf of V.R. Credit Enterprises, Inc. and by herein respondent.
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> "In a related case filed by complainants against V.R. Credit Enterprises, Inc. for forcible entry, herein respondent filed a Motion to Dismiss based on the Compromise Agreement in Civil Case No. 906-M-94, whereby complainants had ceded possession of the subject lot to V.R. Credit Enterprises, Inc[.] thus rendering the case for forcible entry moot and academic. The motion was granted.
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> "On October 14, 1996, the building housing the branch of the RTC of Bulacan which heard the case was gutted by fire. Thus, the case records were burned. The complainants filed a motion for reconstitution of the records of the case, which was granted by the RTC of Bulacan. The documents attached to the motion were the basis for the reconstituted records. Because of the circumstances of signing of the Compromise Agreement, the copy submitted to the RTC bore only the signatures of Elizabeth Reyes, her husband, complainants, and that of their counsel, Atty. Renato Samonte.
>
> "After a lapse of two (2) years from the date of the Compromise Agreement, V.R. Credit Enterprises, Inc. still has not complied with its obligation toward x x x complainants. Hence, complainants filed a motion for issuance of writ of execution against V.R. Credit Enterprises, Inc. for such failure.
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> "Respondent, as counsel for V.R. Credit Enterprises, Inc., moved to dismiss the motion on the ground that the same was premature, and that the period of two (2) years should be counted from the date of approval of the same by the RTC of Bulacan.
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> "Later, after a protracted series of pleadings, respondent raised the issue that Veronica Gonzales had not signed the Compromise Agreement, and that she had not been duly authorized to bind V.R. Credit Enterprises, Inc. to the Compromise Agreement.
>
> "As a result of the objections raised by respondent in the RTC of Bulacan, the presiding judge, Wilfredo T. Nieves, ruled to deny the Motion for Issuance of a Writ of Execution filed by herein complainants in an Order dated September 18, 2000. The trial court likewise declared the Compromise Agreement to be unenforceable and without legal effect."[4]

In his Answer[5] dated August 1, 2002, respondent denied the charge against him. He averred that by moving to annul the Compromise Agreement, he was merely raising a defense available to his client. He explained thus:

> "x x x. The compromise agreement was sent by the respondent through his messenger in the office after he has affixed his signature thereto to Veronica Gonzales for her signature. Veronica Gonzales instructed respondent's messenger to just leave the copy of the compromise agreement to her and she would take charge of filing the same in court. It was not surprising to the respondent knowing the practice of Veronica Gonzales to consult [her] other lawyers on the work of the respondent before affixing her signature on the pleading similar to the subject compromise agreement. In fact, this practice has caused the termination of his professional relation with Veronica Gonzales. Although it was respondent['s] natural expectation that the compromise agreement was signed by Veronica Gonzales especially so when he received a copy of the court's decision approving the same, yet he cannot by personal knowledge assert that indeed the compromise agreement was actually signed by Veronica Gonzales for not being personally present when the actual signing was supposed to have been done. Thus, when his attention was called by Veronica Gonzales on the absence of her signature on the compromise agreement after the writ of execution was issued in the case, he could not help

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> but to raise the said absence in his pleading intended to avoid the effect of the writ of execution. He could not do otherwise lest his client may doubt his sincerity and fidelity in representing her in the case."[6]

On September 2, 2002, both parties appeared at a hearing before IBP-CBD Commissioner Jovy C. Bernabe, who thereafter directed them to submit their respective memoranda. Only complainants complied, however.

Report and Recommendation
of the IBP-CBD

In his June 16, 2003 Report,[7] the IBP investigating commissioner found respondent guilty of violating the attorney's oath and the Code of Professional Responsibility. The investigator opined that respondent had "purposely deceived the parties and the trial court" by claiming that "Veronica Gonzales did not sign the Compromise Agreement and that she was not suitably authorized to sign it, despite earlier actions indicating the contrary." As a result, respondent succeeded in misleading Presiding Judge Wilfredo T. Nieves, thereby causing the latter to declare the Compromise Agreement as unenforceable and devoid of legal effect. Thus, Commissioner Bernabe recommended that respondent be suspended from the practice of law for one year.

In Resolution No. XVI-2003-67,[8] the Board of Governors of the IBP adopted the findings and recommendation of the commissioner.

The Resolution, together with the records of the case, was then transmitted to this Court for final action,[9] pursuant to Rule 139-B, Section 12(b) of the Rules of Court.

The Court's Ruling

We agree with the findings and recommendation of the IBP Board of Governors.

Administrative Liability of Respondent

Lawyers are indispensable instruments of justice and peace. Upon taking their professional oath, they become guardians of truth and the rule of law.[10] Verily, when they appear before a tribunal, they act not merely as the parties' representatives but, first and foremost, as officers of the court.[11] Thus, their duty to protect their clients' interests is secondary to their obligation to assist in the speedy and efficient administration of justice.

We stress that as officers of the court, lawyers are expected to act with complete candor. In all their dealings, they may not resort to the use of deception and the pretentions of wolves. The Code of Professional Responsibility bars them from committing or consenting to any falsehood, or from misleading or allowing the court to be misled by any artifice or guile in finding the truth.[12] They are mandated to observe the rules of procedure properly, not misuse such rules to defeat the ends of justice.[13] For these reasons, complete and absolute honesty when they appear and plead before the courts is expected by judges.[14] Any act that obstructs or impedes the administration of justice constitutes misconduct and justifies disciplinary action against lawyers. In the present case, respondent dismally failed to live up to these exacting standards of candor and nobility required by the legal profession.

In assailing the legality of the Compromise Agreement, he claims good faith. He maintains that he should not be faulted for raising an allegedly valid defense to protect his client's interests. The records show, however, that his actions bear hallmarks of dishonesty and doublespeak.

Undeniably, respondent actively participated in the negotiation of the terms and conditions of the Agreement. On several occasions, he necessarily had to vouch for its existence and validity.

First, he used it as a ground to support his Motion for the dismissal of the forcible entry case against his

clients.[15] He specifically alleged that the Compromise Agreement had been duly ratified by RTC Branch 84 of Bulacan. By invoking its provisions, he was able to demonstrate his clients' ownership of the disputed property and thus obtain his desired relief from the court.

Second, when complainants submitted a copy of the Agreement as a part of their Petition for the Reconstitution of the Records of Civil Case No. 906-M-94, respondent never raised any objection as to its due execution. The Order[16] granting the Petition clearly stated that he had "interposed no objection and admitted all the documents presented."

Third, after the reconstitution of the records of Civil Case No. 906-M-94, complainants moved for the execution of the Compromise Agreement against the clients of respondent. He opposed the Motion, however, alleging that it was premature. Relying again on the provisions of the Agreement, he argued that the period within which his clients should comply with their contractual obligations be reckoned from the court's ratification of it, not from its execution by the parties.

Through the foregoing representations, respondent impressed upon the parties and the trial judge that his clients were bound to the Compromise Agreement. Then, suddenly and conveniently, he repudiated it by falsely alleging that one of his clients had never signed it. Obviously, he was anticipating a dead end in shielding them from the court's Order of Execution. Suspiciously, he raised the issue only after they had no other recourse but to comply with their obligation under the Agreement. His subterfuge was undoubtedly a ruse to mislead the court because, as later proven by complainants during the proceedings before the IBP, the Compromise Agreement had in fact been duly signed by the said client.[17]

True, lawyers are obliged to present every available remedy or defense to support the cause of their clients. However, their fidelity to their causes must always be made within the parameters of law and ethics, never at the expense of truth and justice.[18] In Choa v. Chiongson this principle was explained thus:

> "While a lawyer owes absolute fidelity to the cause of his client, full devotion to his genuine interest, and warm zeal in the maintenance and defense of his rights, as well as the exertion of his utmost learning and ability, he must do so only within the bounds of the law. He must give a candid and honest opinion on the merits and probable results of his client's case with the end in view of promoting respect for the law and legal processes, and counsel or maintain such actions or proceedings only as appear to him to be just, and such defenses only as he believes to be honestly debatable under the law. He must always remind himself of the oath he took upon admission to the Bar that he 'will not wittingly or willingly promote or sue any groundless, false or unlawful suit nor give aid nor consent to the same'; and that he 'will conduct [himself] as a lawyer according to the best of [his] knowledge and discretion with all good fidelity as well to the courts as to [his] clients.' Needless to state, the lawyer's fidelity to his client must not be pursued at the expense of truth and the administration of justice, and it must be done within the bounds of reason and common sense. A lawyer's responsibility to protect and advance the interests of his client does not warrant a course of action propelled by ill motives and malicious intentions against the other party."[19]

Deception and other forms of moral flaw will never be countenanced by this Court.[20] Respondent failed to live up to the exacting standards expected of him as a vanguard of law and justice.

WHEREFORE, Respondent Venancio Reyes Jr. is found guilty as charged. He is hereby SUSPENDED for one (1) year from the practice of law, effective upon his receipt of this Decision. He is warned that a repetition of the same or similar acts will be dealt with more severely.

Let copies of this Decision be entered in the record of respondent as attorney and served on the IBP, as well as on the bar confidant who shall circulate it to all courts for their information and guidance.

SO ORDERED.

Sandoval-Gutierrez, Corona, Carpio-Morales, and Garcia, JJ., concur.

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[1] Ziga v. Arejola, AM No. MTJ-00-1318, November 23, 2004.

[2] La Sallete College v. Pilotin, 418 SCRA 381, December 11, 2003 (citing Bayas v. Sandiganbayan, 391 SCRA 415, November 12, 2002).

[3] Dated March 5, 2002; rollo, pp. 1-6.

[4] Report and Recommendation, pp. 1-3; rollo, pp. 255-257.

[5] Rollo, pp. 142-146.

[6] Id., pp. 144-145.

[7] Id., pp. 255-259.

[8] Dated August 30, 2003; rollo, p. 254.

[9] In a Resolution dated December 3, 2003, the First Division of the Supreme Court noted the Resolution of the IBP Board of Governors.

[10] Ziga v. Arejola, AM No. MTJ-00-1318, November 23, 2004.

[11] La Sallete College v. Pilotin, 418 SCRA 381, December 11, 2003 (citing Bayas v. Sandiganbayan, 391 SCRA 415, November 12, 2002).

[12] Canon 10.01.

[13] Canon 10.03.

[14] Fajardo v. Bugaring; AC No. 5113, October 7, 2004; Cheng v. Agravante, 426 SCRA 42, March 23, 2004; Young v. Batuegas, 403 SCRA 123, May 9, 2003; Manila Pilots Association v. Philippine Ports Authority, 357 Phil. 703, October 1, 1998.

[15] Motion to Dismiss dated April 24, 1996; rollo, p. 61.

[16] Dated September 3, 1997; rollo, p. 60.

[17] Rollo, pp. 159-164.

[18] Foronda v. Guerrero, 436 SCRA 9, August 10, 2004; People v. Almendras, 401 SCRA 555, April 24, 2003.

[19] 329 Phil. 270, 275-276, August 9, 1996, per Davide Jr., J. (now CJ).

[20] Sebastian v. Calis, 372 Phil. 673, September 9, 1999.

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