

RENATO M. MALIGAYA, COMPLAINANT, VS. ATTY. ANTONIO G. DORONILLA, JR., RESPONDENT.

A.C. NO. 6198. September 15, 2006

Ponente: CORONA, J.

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CORONA, J.:

Atty. Antonio G. Doronilla, Jr. of the Judge Advocate General's Service is before us on a charge of unethical conduct for having uttered a falsehood in open court during a hearing of Civil Case No. Q-99-38778.[1]

Civil Case No. Q-99-38778 was an action for damages filed by complainant Renato M. Maligaya, a doctor and retired colonel of the Armed Forces of the Philippines, against several military officers for whom Atty. Doronilla stood as counsel. At one point during the February 19, 2002 hearing of the case, Atty. Doronilla said:

And another matter, Your Honor. I was appearing in other cases he [complainant Maligaya] filed before against the same defendants. We had an agreement that if we withdraw the case against him, he will also withdraw all the cases. So, with that understanding, he even retired and he is now receiving pension.[2] (emphasis supplied)

Considering this to be of some consequence, presiding Judge Reynaldo B. Daway asked a number of clarificatory questions and thereafter ordered Atty. Doronilla to put his statements in writing and "file the appropriate pleading." [3] Weeks passed but Atty. Doronilla submitted no such pleading or anything else to substantiate his averments.

On April 29, 2002, Maligaya filed a complaint against Atty. Doronilla in the Integrated Bar of the Philippines (IBP) Commission on Bar Discipline.[4] The complaint, which charged Atty. Doronilla with "misleading the court through misrepresentation of facts resulting [in] obstruction of justice,"[5] was referred to a commissioner[6] for investigation. Complainant swore before the investigating commissioner that he had never entered into any agreement to withdraw his lawsuits.[7] Atty. Doronilla, who took up the larger part of two hearings to present evidence and explain his side, admitted several times that there was, in fact, no such agreement.[8] Later he explained

in his memorandum that his main concern was "to settle the case amicably among comrades in arms without going to trial"[9] and insisted that there was no proof of his having violated the Code of Professional Responsibility or the lawyer's oath.[10] He pointed out, in addition, that his false statement (or, as he put it, his "alleged acts of falsity") had no effect on the continuance of the case and therefore caused no actual prejudice to complainant.[11]

In due time, investigating commissioner Lydia A. Navarro submitted a report and recommendation finding Atty. Doronilla guilty of purposely stating a falsehood in violation of Canon 10, Rule 10.01 of the Code of Professional Responsibility[12] and recommending that he be "suspended from the government military service as legal officer for a period of three months." [13] This was adopted and approved in toto by the IBP Board of Governors on August 30, 2003.[14]

There is a strong public interest involved in requiring lawyers who, as officers of the court, participate in the dispensation of justice, to behave at all times in a manner consistent with truth and honor.[15] The common caricature that lawyers by and large do not feel compelled to speak the truth and to act honestly should not become a common reality.[16] To this end, Canon 10 and Rule 10.01 of the Code of Professional Responsibility state:

CANON 10 - A LAWYER OWES CANDOR, FAIRNESS, AND GOOD FAITH TO THE COURT.

Rule 10.01 - A lawyer shall not do any falsehood, nor consent to the doing of any in court; nor shall he mislead, or allow the Court to be misled by any artifice.

By stating untruthfully in open court that complainant had agreed to withdraw his lawsuits, Atty. Doronilla breached these peremptory tenets of ethical conduct. Not only that, he violated the lawyer's oath to "do no falsehood, nor consent to the doing of any in court," of which Canon 10 and Rule 10.01 are but restatements. His act infringed on every lawyer's duty to "never seek to mislead the judge or any judicial officer by an artifice or false statement of fact or law." [17]

Atty. Doronilla's unethical conduct was compounded, moreover, by his obstinate refusal to acknowledge the impropriety of what he had done. From the very beginning of this administrative case, Atty. Doronilla maintained the untenable position that he had done nothing wrong in the hearing of Civil Case No. Q-99-38778. He persisted in doing so even after having admitted that he had, in that hearing, spoken of an agreement that did not in truth exist. Rather than express remorse for that regrettable incident, Atty. Doronilla resorted to an ill-conceived attempt to evade responsibility, professing that the falsehood had not been meant for the information of Judge Daway but only as "a sort of question" to complainant regarding a "pending proposal" to settle the case.[18]

The explanation submitted by Atty. Doronilla, remarkable only for its speciousness,[19] cannot absolve him. If anything, it leads us to suspect an unseemly readiness on his part to obfuscate plain facts for the unworthy purpose of escaping his just deserts. There is in his favor, though, a

presumption of good faith[20] which keeps us from treating the incongruity of his proffered excuse as an indication of mendacity. Besides, in the light of his avowal that his only aim was "to settle the case amicably among comrades in arms without going to trial,"[21] perhaps it is not unreasonable to assume that what he really meant to say was that he had intended the misrepresentation as a gambit to get the proposed agreement on the table, as it were. But even if that had been so, it would have been no justification for speaking falsely in court. There is nothing in the duty of a lawyer to foster peace among disputants that, in any way, makes it necessary under any circumstances for counsel to state as a fact that which is not true. A lawyer's duty to the court to employ only such means as are consistent with truth and honor[22] forbids recourse to such a tactic. Thus, even as we give Atty. Doronilla the benefit of the doubt and accept as true his avowed objective of getting the parties to settle the case amicably, we must call him to account for resorting to falsehood as a means to that end.

Atty. Doronilla's offense is within the ambit of Section 27, Rule 138 of the Rules of Court, which in part declares:

A member of the bar may be disbarred or suspended from his office as attorney by the Supreme Court for any deceit x x x or for any violation of the oath which he is required to take before admission to practice x x x.

The suspension referred to in the foregoing provision means only suspension from the practice of law. For this reason, we disagree with the IBP's recommendation for Atty. Doronilla's suspension from the government military service. After all, the only purpose of this administrative case is to determine Atty. Doronilla's liability as a member of the legal profession, not his liability as a legal officer in the military service. Thus, it would be improper for us to order, as a penalty for his breach of legal ethics and the lawyer's oath, his suspension from

employment in the Judge Advocate General's Service. Of course, suspension from employment as a military legal officer may well follow as a consequence of his suspension from the practice of law but that should not be reason for us to impose it as a penalty for his professional misconduct. We would be going beyond the purpose of this proceeding were we to do so. Therefore, we shall treat the IBP's recommendation as one for suspension from the practice of law.

At any rate, we are not inclined to adopt the IBP's recommendation on the duration of Atty. Doronilla's suspension. We need to consider a few circumstances that mitigate his liability somewhat. First, we give him credit for exhibiting enough candor to admit, during the investigation, the falsity of the statement he had made in Judge Daway's courtroom. Second, the absence of material damage to complainant may also be considered as a mitigating circumstance.[23] And finally, since this is Atty. Doronilla's first offense, he is entitled to some measure of forbearance.[24]

Nonetheless, his unrepentant attitude throughout the conduct of this administrative case tells us that a mere slap on the wrist is definitely not enough. Atty. Doronilla, it seems, needs time away from the practice of law to recognize his error and to purge himself of the misbegotten notion that an effort to compromise justifies the sacrifice of truthfulness in court.

WHEREFORE, Atty. Antonio G. Doronilla, Jr. is hereby **SUSPENDED** from the practice of law for **TWO MONTHS**. He is **WARNED** that a repetition of the same or similar misconduct shall be dealt with more severely.

Let a copy of this Resolution be attached to his personal record and copies furnished the Integrated Bar of the Philippines, the Office of the Court Administrator, the Chief-of-Staff of the Armed Forces of the Philippines and the Commanding General of the AFP Judge Advocate General's Service.

SO ORDERED.

Puno, (Chairperson), Sandoval-Gutierrez, and Azcuna, JJ., concur.

[1] The case, entitled "Renato M. Maligaya v. Octavio S. Dauz, et al.," was filed and heard in Branch 90, Regional Trial Court of Quezon City.

[2] Rollo, p. 8 (Aside from this damage suit, complainant filed other cases against the military officers. The military, on the other hand, had instituted an administrative case against complainant prior to his retirement. The case was dismissed when he retired from the service in 1999. Id., p. 186).

[3] Id., p. 9.

[4] Docketed as CBD Case No. 02-955.

[5] Rollo, p. 3.

[6] Commissioner Lydia A. Navarro.

[7] TSN, July 11, 2002, pp. 28, 35, 60, & 78.

[8] ATTY. Doronilla:

Actually there is no agreement but there was a proposal to dismiss and to withdraw all the cases. There was no agreement. TSN July 11, 2002, p. 105;

COMM. NAVARRO:

An answer. His question was, was there an agreement in the cases pending before Judge Daway and he answered, there was no agreement.

ATTY. DORONILLA:

There was no agreement. Id., p. 106;

ATTY. DORONILLA:

Q: Is it true that in the hearing of July 11, 2002 on page 105 you said actually that there was no agreement but there was proposal to dismiss and to withdraw all the cases?

A: There was no agreement. TSN, December 10, 2002, p. 43;

COMM. NAVARRO:

Has there been an agreement?

ATTY. DORONILLA:

There was no agreement as I said in an agreement there must be two parties to have it consummated (sic). Our part is already done... Id., p. 52.

[9] Rollo, p. 217.

[10] Id.

[11] Id. p. 218.

[12] Infra.

[13] Report and Recommendation, p. 6.

[14] Per Resolution No. XVI-2003-37.

[15] Sabayle v. Tandayag, A.C. No. 140-J, 8 March 1988, 158 SCRA 497, 506.

[16] Id.

[17] Rules of Court, Rule 138, Sec. 20.

[18]

Q: What made you make a manifestation saying (sic) that there was an agreement?

A: That manifestation is a sort of question to the plaintiff. It is not giving information to the court. TSN July 11, 2002, p. 102

Q: What do you mean when you say (sic) there was an agreement?

A: It was only a question propounded to the plaintiff on the premise that there was a pending proposal to agree on those withdrawal (sic). To withdraw the case before the separation board and the case before Judge Daway (sic). TSN, July 11, 2002, pp. 106-107.

[19] The contention if taken literally was preposterous, for he had quite obviously been addressing Judge Daway when he said there was an agreement, and that assertion could not have been construed as other than a statement of fact.

[20] Cuaresma v. Daquis, No. L-35113, 25 March 1975, 63 SCRA 257, 260.

[21] Supra note 9.

[22] Rules of Court, Rule 138, Sec. 20 (d); Pangan v. Ramos, A.C. No. 1053, 7 September 1979, 93 SCRA 87, 89.

[23] Cailing v. Espinosa, 103 Phil. 1165 (1958).

[24] See e.g., Whitson v. Atienza, A.C. No. 5535, 28 August 2003, 410 SCRA 10; Alcantara v. Atty. Pefianco, 441 Phil. 514 (2002); Fernandez v. Atty. Novero, Jr., 441 Phil. 506 (2002).

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