MARILI C. RONQUILLO, ALEXANDER RONQUILLO AND JON ALEXANDER RONQUILLO, REPRESENTED BY THEIR ATTORNEY-IN-FACT SERVILLANO A. CABUNGCAL, COMPLAINANTS, VS. ATTY. HOMOBONO T. CEZAR, R...

A.C. NO. 6288. June 16, 2006

Ponente: PUNO, J.

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PUNO, J.:

Complainants seek the disbarment or suspension of respondent from the practice of law for unlawful, dishonest, immoral and deceitful conduct. They allege that respondent sold them a piece of property over which he has no right nor interest, and that he refuses to return to them the amount they have paid him for it.

Complainant Marili C. Ronquillo is a Filipino citizen currently residing in Cannes, France, together with her minor children, Alexander and Jon Alexander.

In May 1999, complainants and respondent entered into a Deed of Assignment.[1] For the price of P1.5M, respondent transferred, in favor of the complainants, his rights and interests over a townhouse unit and lot, located at 75 Granwood Villas Subd., BF Homes, Quezon City. Respondent also obligated himself to deliver to complainants a copy of the Contract to Sell he executed with Crown Asia, the townhouse developer, dated April 19, 1996. Upon full payment of the purchase price, respondent further undertook to have Crown Asia execute a Deed of Absolute Sale over the property in favor of the complainants.

Respondent received from complainants P750,000.00 upon execution of the Deed of Assignment. The balance was to be paid by complainants in four equal quarterly installments of P187,500.00 each. Thus, complainants issued in favor of respondent four postdated checks in the amount of P187,500.00 each. Respondent was able to encash the first check dated August 17, 1999.[2]

Complainants subsequently received information from Crown Asia that respondent has not paid in full the price of the townhouse at the time he executed the Deed of Assignment. Respondent also failed to deliver to complainants a copy of the Contract to Sell he allegedly executed with Crown Asia. For these reasons, complainant Marili Ronquillo ordered the bank to stop payment on the second check she issued to respondent in the amount of P187,500.00.

On March 6, 2000, complainants, through their counsel, wrote respondent, informing him that they were still willing to pay the balance of the purchase price of the townhouse on the condition that respondent work on Crown Asia's execution of the Deed of Absolute Sale in their favor. In the alternative, complainants demanded the return of the amount of P937,500.00, plus legal interest, within ten days.[3] The amount of P937,500.00 represents the P750,000.00 down payment and the first quarterly installment of P187,500.00 which complainants paid respondent.

In a letter dated May 2, 2000, addressed to complainants,[4] respondent claimed that he was "working now on a

private project which hopefully will be realized not long from now," and requested for "a period of twenty days from May 15, 2000 within which to either completely pay Crown Asia or return the money at your (complainants') option." The period lapsed but respondent did not make good his promise to pay Crown Asia in full, or return the amount paid by complainants.

On February 21, 2002, complainants' counsel sent respondent a second letter[5] demanding the return of the amount of P937,500.00, including legal interest, for failing to comply with his promise. The demand was unheeded.

Hence, this administrative complaint[6] that respondent engaged in unlawful, dishonest, immoral or deceitful conduct. Allegedly, respondent violated his oath under Rule 1.01, Canon 1 of the Code of Professional Responsibility and he ought to be disbarred or suspended from the practice of law.

Integrated Bar of the Philippines (IBP) Investigating Commissioner Milagros V. San Juan, to whom the instant disciplinary case was assigned for investigation, report and recommendation, found respondent guilty of dishonest and deceitful conduct proscribed under Rule 1.01, Canon 1 of the Code of Professional Responsibility. In her Report dated October 9, 2003, she recommended that respondent be suspended from the practice of law for a period of three (3) years. The IBP Board of Governors, through Resolution No. XVI-2003-226, dated October 25, 2003, approved the recommendation of Commissioner San Juan.

We agree.

Under Section 27, Rule 138 of the Revised Rules of Court, a member of the Bar may be disbarred or suspended on any of the following grounds: (1) deceit; (2) malpractice or other gross misconduct in office; (3) grossly immoral conduct; (4) conviction of a crime involving moral turpitude; (5) violation of the lawyer's oath; (6) willful disobedience of any lawful order of a superior court; and (7) willfully appearing as an attorney for a party without authority. Rule 1.01, Canon 1 of the Code of Professional Responsibility provides that "A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct." "Conduct," as used in this rule, does not refer exclusively to the performance of a lawyer's professional duties. This Court has made clear in a long line of cases[7] that a lawyer may be disbarred or suspended for misconduct, whether in his professional or private capacity, which shows him to be wanting in moral character, honesty, probity and good demeanor, or unworthy to continue as an officer of the court.

In the instant case, respondent may have acted in his private capacity when he entered into a contract with complainant Marili representing to have the rights to transfer title over the townhouse unit and lot in question. When he failed in his undertaking, respondent fell short of his duty under Rule 1.01, Canon 1 of the Code of Professional Responsibility. It cannot be gainsaid that it was unlawful for respondent to transfer property over which one has no legal right of ownership. Respondent was likewise guilty of dishonest and deceitful conduct when he concealed this lack of right from complainants. He did not inform the complainants that he has not yet paid in full the price of the subject townhouse unit and lot, and, therefore, he had no right to sell, transfer or assign said property at the time of the execution of the Deed of Assignment. His acceptance of the bulk of the purchase price amounting to Nine Hundred Thirty-Seven Thousand Five Hundred Pesos (P937,500.00), despite knowing he was not entitled to it, made matters worse for him.

Respondent's adamant refusal to return to complainant Marili Ronquillo the money she paid him, which was the fruit of her labor as an Overseas Filipino Worker for ten (10) years, is morally reprehensible. By his actuations, respondent failed to live up to the strict standard of morality required by the Code of Professional Responsibility and violated the trust and respect reposed in him as a member of the Bar, and an officer of the court.

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Respondent's culpability is therefore clear. He received a letter from complainants' counsel demanding the execution of the Deed of Absolute Sale in favor of the complainants, or, in the alternative, the return of the money paid by complainants. In reply to said letter, respondent acknowledged his obligation, and promised to settle the same if given sufficient time, thus:

> x x x
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> I am working now on a private project which hopefully will be realized not long from now but I need a little time to fix some things over. May I please request for a period of 20 days from May 15, 2000 within which to either completely pay Crown Asia or return the money at your option. (Emphasis supplied)

In no uncertain terms, respondent admitted not having full ownership over the subject townhouse unit and lot, as he has yet to completely pay Crown Asia. Respondent even failed to produce the Contract to Sell he allegedly executed with Crown Asia over the subject unit, which would show the extent of his right of ownership, if any, over the townhouse unit and lot in question.

To be sure, complainants gave respondent sufficient time to fulfill his obligation. It was only after almost two years had passed, after respondent promised to pay Crown Asia or return to complainants the amount they paid him, that complainants sent respondent a second letter[8] demanding solely the return of the amount of P937,500.00, including legal interest. By this time, it was indubitable that respondent would not be able to perform his end of their agreement.

The practice of law is not a right but a privilege. It is granted only to those of good moral character.[9] The Bar must maintain a high standard of honesty and fair dealing.[10] Lawyers must conduct themselves beyond reproach at all times, whether they are dealing with their clients or the public at large,[11] and a violation of the high moral standards of the legal profession justifies the imposition of the appropriate penalty, including suspension and disbarment.[12]

Be that as it may, we cannot grant complainants' prayer that respondent be directed to return the money he received from them in the amount of P937,500.00. Disciplinary proceedings against lawyers do not involve a trial of an action, but rather investigations by the court into the conduct of one of its officers. The only question for determination in these proceedings is whether or not the attorney is still fit to be allowed to continue as a member of the Bar. [13] Thus, this Court cannot rule on the issue of the amount of money that should be returned to the complainants.

IN VIEW WHEREOF, respondent Atty. Homobono T. Cezar is SUSPENDED from the practice of law for a period of THREE (3) YEARS, effective immediately. Let a copy of this Decision be furnished the Office of the Bar Confidant, the Integrated Bar of the Philippines, and all courts for their information and guidance.

SO ORDERED.

Panganiban, C.J., Quisumbing, Sandoval-Gutierrez, Carpio, Austria-Martinez, Corona, Carpio Morales, Callejo, Sr., Azcuna, Tinga, Chico-Nazario, Garcia, and Velasco, Jr., JJ., concur.
Ynares-Santiago, J., on leave.

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[1] Annexes "C" to "C-1"; rollo, pp. 13-14.[2] Annex "D"; id at 15.[3] Annexes "E" to "E-1"; id at 16-17.[4] Annex "F"; id at 18.[5] Annexes "G" to "G-1"; id at 19-20.[6] Id at 1-20.[7] Lao v. Medel, A.C. No. 5916, July 1, 2003, 405 SCRA 227, 232; Ong v. Unto, A.C. No. 2417, February 5, 2002, 376 SCRA 152, 160; Calub v. Suller, A.C. No. 1474, January 28, 2000, 323 SCRA 556; Narag v. Narag, A.C. No. 3405, June 29, 1998, 291 SCRA 451;

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Nakpil v. Valdes, A.C. No. 2040, March 4, 1998, 286 SCRA 758.[8] Annexes "G" to "G-1"; rollo, pp. 19-20.[9] People v. Santodides, G.R. No. 109149, December 21, 1999, 321 SCRA 310.[10] Maligsa v. Cabanting, A.C. No. 4539, May 14, 1997, 272 SCRA 408, 413.[11] Gatchalian Promotions Talents Pool, Inc. v. Naldoza, A.C. No. 4017, September 29, 1999, 315 SCRA 406.[12] Ere v. Rubi, A.C. No. 5176, December 14, 1999, 320 SCRA 617.[13] Suzuki v. Tiamson, A.C. No. 6542, September 30, 2005, 471 SCRA 129, citing In re Almacen, G.R. No. 27654, February 18, 1970, 31 SCRA 562.

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