

**AMANTE E. SANGLAY, COMPLAINANT, VS. ATTY. ANTONIO QUIRINO, RESPONDENT.***A.M. No. 2538. June 30, 1987*

Ponente: CORTES, J.

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The respondent, Antonio Quirino, was counsel for complainant Amante E. Sanglay's aged mother who was sued for recovery of a sum of money in civil case No. 82-241 entitled *Jovita Malan Deposito v. Flora Estrella Sanglay* in the Court of First Instance, Branch XIII, Manila. The plaintiff alleged that she had made advance/partial payments initially in the amount of P36,032.20 and later an additional P5,000.00 for the purchase of the defendant's property, which had been mortgaged to the Cavite Development Bank and was on the verge of being foreclosed. Defendant Flora Sanglay admitted to respondent Quirino that she had received the said amounts but needed time to find a better buyer. Acting by virtue of a special power-of-attorney given him by Flora Sanglay, respondent Antonio Quirino entered into a compromise agreement with counsel for the plaintiff which was approved by the trial judge and made the basis of the decision dated August 22, 1980.

Subsequently, a petition for relief from the compromise judgment was filed on behalf of Flora Sanglay. This was denied for lack of merit, whereupon, notice of appeal was made, but pending perfection of the appeal, execution of judgment was issued.

Flora E. Sanglay filed with the Court of Appeals a petition for certiorari and prohibition to annul the order of the trial judge. Finding that the assailed order was not tainted with grave abuse of discretion amounting to a lack of jurisdiction, the appellate court denied due course for lack of merit and dismissed the petition outright.

The complainant in a letter addressed to the Chief Justice asked for an inquiry and thorough review of the case alleging that the respondent Quirino

. . . abused the POWER OF ATTORNEY entrusted to him. The forged DEED OF SALE document which he earlier intended to present as a vital evidence against plaintiff in court, was never presented anymore and the COMPROMISE AGREEMENT entered by him without the knowledge and consent of our mother was totally against our mother. And Atty. Quirino, knowing that the receipt in the amount of P5,000.00 was forged, coupled with high interest therein, should not have agreed into such kind of agreement.

For your kind information your honor, Atty. Quirino did not return to us anymore all our papers in his possession including the original of the forged DEED OF SALE document, for reason that he did not sign any receipt of acceptance from us. . . . (Letter dated April 25, 1983, Rollo. p. 2)

The Court by resolution dated June 27, 1983 gave respondent ten (10) days to answer the complaint. In his answer the respondent explained the acts complained of and stated inter alia that Flora Sanglay had admitted receiving the sums of money sought to be recovered from her including the P5,000.00 where her signature in the receipt is alleged by the complainant to be a forgery. After the complainant filed his reply, the Court referred the case to the Solicitor General for investigation, report and recommendation.

The Solicitor General first set the case for hearing on October 10, 1983 where both complainant and respondent appeared. But the latter requested time to get the services of a lawyer and the case was reset for November 28, 1983. On this date the respondent came but the complainant was not present because he was allegedly ill. The case was once more set for hearing on March 26, 1984. In spite of the fact that complainant's counsel was notified by registered mail, neither he nor the complainant appeared. Respondent upon request presented his evidence ex-parte after which he was given thirty (30) days to submit a memorandum. Complainant given the same period to submit his memorandum alleged that he did not know of the March 26, 1984 hearing and filed a letter with documents attached consisting of thirty-two (32) pages which he submitted as evidence, including the order of Judge Ricardo D. Galano, dated October 3, 1981. On the basis of the review made of the antecedent facts of the transactions entered into by Flora Sanglay over her house and lot on 2 V. Mapa Street, Sta. Mesa, Manila, and the intervention of the respondent Antonio Quirino as her counsel and attorney-in-fact the Solicitor General arrived at the following findings and recommendation:

Respondent Atty. Quirino has not committed any act of misconduct calling for disciplinary action in entering into a compromise agreement in behalf of the mother of herein complainant Amante E. Sanglay, because respondent was duly authorized in a Special Power of Attorney (pp. 10-11, Rec.). The Honorable Court of Appeals ruled that said compromise agreement cannot be challenged as having been entered into without previous consent of complainant's mother because there was the Special Power of Attorney. Hence:

Nor could she validly assail the validity of the Compromise Agreement on the pretense that the same was executed by her counsel, Atty. Antonio Quirino, without previously consulting her or without her knowledge and consent. For the record shows that she had executed a special power of attorney in favor of Atty. Quirino authorizing the latter to appear for her in connection with Civil Case No. 129823 and, among others, "to offer and enter into any amicable settlement and to sign the same" and "to offer and enter into any compromise and to sign the compromise agreement". xx xx." Respondent Judge, therefore, correctly denied the petition for relief as there was no showing that petitioner had entered into the Compromise Agreement by fraud, mistake, force or violence (p. 35; underscoring supplied).

Complainant himself supplied evidence showing that respondent Atty. Antonio Quirino is innocent of the charge that he had been unfaithful to his trust. Complainant submitted the order of Judge Ricardo D. Galano dated October 3, 1981 holding, among others, that the Compromise Agreement entered into by respondent Atty. Antonio Quirino was duly authorized by a Special Power of Attorney, and it was fair and just (p. 29, Investigation). Thus:

In a situation like this, what could Atty. Antonio Quirino do? What he actually did was to enter into a Compromise Agreement under the best terms and conditions possible for his client. He was fully authorized to do this under the Special Power of Attorney which the defendant (complainant's mother) executed in his favor.

A careful scrutiny (sic) of the Compromise Agreement reveals that the terms and conditions are not unreasonable or unconscionable. The Compromise Agreement improves the tight situation of the defendant, for whereas before she was under immediate obligation to sell the property in question, inasmuch as the mortgage with the Cavite Development Bank has already been discharged and the owner's duplicate of the title already released. Under the Compromise Agreement all that the defendant was required to do was to return all the amount which she received from the plaintiff, plus interest. Relative to the payment of interest, the defendant herself had so agreed to pay in her letter to plaintiff dated January 25, 1980. Under the Compromise Agreement, the defendant is not even compelled to pay a down payment of the obligation upon the signing of the agreement. She is given a period of six (6) months within which to pay the obligation. She is not compelled to sell the property for as long as she can pay the obligation within the said period.

The foregoing terms and conditions are fair and just. They are consistent with the antecedent facts. The Court can find no basis for any charge that defendant's counsel of record has not been faithful to his trust. (p. 29, Investigation)

On July 18, 1985 the Solicitor General submitted to the Court the Report and Recommendation together with the whole record of the case. On August 7, 1985, this Court gave the parties herein twenty (20) days from notice to file their memoranda after which the case would be deemed submitted for decision. The complainant in a letter dated August 27, 1985 in effect adopted the documents submitted on April 9, 1984 as has memorandum. The respondent did not submit any memorandum.

This Court after careful consideration of the investigation conducted by the Solicitor General and taking into account the evidence on record and recommendation thereon, find that there is in need no basis for the charge that respondent Antonio Quirino was unfaithful to his trust.

WHEREFORE, the Court Resolved to DISMISS the complaint for lack of merit.

**SO ORDERED.**

Fernan, (Chairman), Gutierrez, Jr., Paras, Padilla, and Bidin, JJ., concur.

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