

CARMELITA FUDOT, PETITIONER, VS. CARPIO, AUSTRIA-MARTINEZ, CORONA, CARPIO MORALES, CATTLEYLA LAND, INC., RESPONDENT.*G.R. No. 171008. October 24, 2008*Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-171008/>**PER CURIAM:**

For resolution is the charge of indirect contempt initiated *motu proprio*[1] by the Court against Atty. Victor De La Serna.[2]

On 9 November 2007, the Court received from De La Serna a request for the inhibition of Associate Justice Dante O. Tinga,[3] claiming that Justice Tinga received P10 Million from Mr. Johnny Chan (Mr. Chan) in exchange for a favorable decision in the instant case.[4] He alleges:

After the usual exchange of civilities, JOHNNY CHAN curtly told the undersigned that all negotiations for the purchase of petitioner's rights between us were off. He further stated that he had already given out TEN MILLION PESOS to JUSTICE DANTE O. TINGA in exchange for a favorable Decision in this case. Hence, there is no more reason for him to talk to us. Justice Dante O. Tinga is the ponente of the Decision subject to [sic] this Motion for Reconsideration.[5]

Atty. De La Serna relates that sometime in 2006, he was prevailed upon by former BIR Commissioner Tomas Toledo to meet with Mr. Chan. In the meeting, Mr. Chan informed him that he had already bought the interest of Cattleya Land, Inc. (Cattleya) over a property adjacent to the property subject of the case and that he was interested in putting up a resort/hotel in the property. He wanted to purchase Carmelita Fudot's interest in the property as well to put an end to the litigation. They did not reach an agreement on the purchase price.[6]

Another meeting was set, this time, through the intercession of Atty. Dionisio De La Serna, former Secretary of the Housing and Land Use Regulatory Board, and upon the request of Mr. Chan's lawyer, Atty. Paulino Petralba (Atty. Petralba). In this meeting, Atty. Petralba offered P4 Million. Again, no agreement was reached on the purchase price, De La Serna narrates.[7]

Sometime in August 2007, Atty. Petralba sought out Atty. De La Serna's son, Atty. Victor De La Serna, Jr., and informed him that the Supreme Court's decision in the instant case was forthcoming.[8] This advance knowledge of the decision only confirms the bribery bragged about by Mr. Chan, De La Serna claims.[9]

In another meeting on 26 September 2007, Mr. Chan told Atty. De La Serna that there would no more negotiations for the purchase of Fudot's rights and he had already given P10 Million to Justice Tinga. By way of consuelo de bobo, Mr. Chan offered De La Serna a legal retainer of P200,000.00 down and a monthly fee of P15,000.00 to act as his lawyer in Bohol.[10] A day later, or on 27 September 2007, as De La Serna notes, in a bid to tie the loose ends of his tale, the decision in this case was mailed at the Central Post Office,[11] a copy of which was received by him on 10 October 2007.

Atty. De La Serna adds:

ALL WE NEED TO HAVE IS A LITTLE COMMON SENSE TO CONCLUDE THAT INDEED, THE

FAVORABLE DECISION OF THIS HONORABLE COURT WAS OBTAINED THRU BRIBERY. This is what JOHNNY CHAN was bragging and this is what happened.[12] (Emphasis supplied)

Atty. De La Serna insists that the decision was contrary to the principles enunciated by Justice Tinga in the case of *Lim v. Jorge*.^[13] He states:

III. THE DECISION OF JUSTICE TINGA IN THE CASE REEKS OF BRIBERY. HE HAS REPUDIATED ALL THE DOCTRINES HE HAS SUMMARIZED AND ENUNCIATED IN *LIM v. JORGE*, A DECISION HE PENNED ONLY IN 2005.

Only two years ago, in *Lim v. Jorge*, (G.R. No. 161861, March 11, 2005) Justice Dante Tinga made a learned treatise when he summarized and further expounded on all the long-established doctrines on the law and jurisprudence governing the Torrens System of land titles in the Philippines. It was indeed a brilliant anthology worthy of publication into a book.

In this instant Decision however, Justice Tinga has swallowed all the noble doctrines he has enunciated so brilliantly, and instead repudiated and contradicted everything he has said just to accommodate JOHNNY CHAN and all his cohorts and his money.

x x x

If this is not a CLEAR CASE OF BRIBERY, then we don't know what is.

The Decision of Justice Tinga in this case is simply a ROGUE DECISION. It is illegal. It is immoral. And like a "mad dog, it should be slain at sight."^[14] (Emphasis supplied)

Atty. De La Serna also finds it surprising that the instant case was decided less than two (2) years after it was submitted for resolution. He compares the instant case to a criminal case which has been pending for ten (10) years before the Court.^[15] He states:

Yet, in this instant case, TWO (2) YEARS is all it took for Justice Dante Tinga to come up with a favorable Decision for JOHNNY CHAN.

Where is equity? Where is the justice? IF THIS IS NOT BRIBERY, THEN THE SUN RISES EVERY MORNING FROM THE WEST.

This case must have been plucked out from underneath a stack of older cases which have been prioritized for resolution. There could be no other explanation.

x x x

There is a difference of some 20,000 intervening cases between *Oppus* and *Fudot*. WHAT COULD HAVE BEEN THE REASON WHY THIS INSTANT CASE WAS SELECTED AND PLUCKED OUT FROM UNDERNEATH 20,000 OTHER CASES, AND DECIDED IN LESS THAN TWO (2) YEARS?

Your Honors, the answer is in Your hands, but it seems quite obvious.^[16] (Emphasis supplied)

On 6 February 2008, the Court issued a Resolution requiring Atty. De La Serna to explain in writing why he should not be punished for indirect contempt of court.^[17] On 27 March 2008, De La Serna submitted his explanation, stating that he believes in utmost good faith that all the statements he made in recent pleadings he submitted in this case do not constitute "improper conduct" and that his statements "were not intended to 'impede, obstruct or degrade' the administration of justice," as they were made, on the contrary, "TO PREVENT THE COMMISSION OF A GRAVE INJUSTICE."^[18]

In a resolution dated 14 April 2008, the Court set the hearing on the charge of indirect contempt on 18 June

2008.[19] In the hearing, Atty. De La Serna, together with his son Atty. Victor De La Serna, Jr., Mr. Chan, Atty. Petralba and Atty. Alex Monteclar (Atty. Monteclar) of Cattleya appeared.

Atty. De La Serna mainly reiterated his arguments during the hearing. His son, Atty. De La Serna, Jr., corroborated his statements. De La Serna, Jr. claimed that he heard Mr. Chan bragging that he spent so much for the Supreme Court; afterwards, he heard Mr. Chan mention of Justice Tinga's name and the amount of P10 Million,[20] only to clarify later that he did not hear Mr. Chan say for whom or which person the money was spent on.[21]

Mr. Chan informed the Court that he represents Ryan, Patrick and John (RPJ) company which owns Bellevue Hotel.[22] He testified that RPJ bought a property from Cattleya which was adjacent to the lot subject of the case.[23] He admitted that he approached De La Serna for the purpose of amicably settling their case with Cattleya, and offered him to be their retainer in Bohol.[24] However, he denied having said to De La Serna that he had already spent so much money for the Supreme Court.[25] He added that the hearing was the first time that he saw all the justices.[26]

Mr. Chan related that during the 25 September 2007 meeting, he offered Atty. De La Serna P4 Million and an additional incentive--as retainer of their company.[27] In his testimony:

x x x

Mr. Chan:

Well, as I said, I offered. I was trying to convince him to accept that amicable settlement and aside from that, to be my friend, maybe you can be our company retainer in Bohol. That's what we discussed about, your honor.[28]

Justice Carpio Morales:

So, how did the conversation or that meeting end?

Mr. Chan:

Well, we end-up, he was kind of unhappy.

Justice Carpio Morales:

Why?

Mr. Chan:

I don't know; maybe angry.

Justice Carpio Morales:

Why? What is your basis in saying that?

Mr. Chan.

Because my offer to him for the amicable settlement still stands for Four Million.

Justice Carpio Morales:

Did he counter[-]offer?

Mr. Chan:

Well, he said Ten and I said that's too much.

Justice Carpio Morales:

And that was it?

Mr. Chan:

That was it.[29]

For his part, Atty. Petralba clarified that the third meeting he had with Atty. De La Serna was on 4 September 2007, and not in August as what De La Serna claimed, presenting his detailed diary for the purpose. [30] Thus:

Atty. Paulino Petralba:

The third meeting alluded to by Atty. de la Serna was not in August, Your Honors. It was on September 4, 2007. It is recorded in my PDA and I do keep a diary where I list and narrate what happens to my life everyday. In fact, Your Honor, I have my diary here--the diary for June 2007 to December 2007, this is for last year--and I have marked September 4, 2007 and, with your indulgence, Your Honors, if I may be permitted to read even extraneous matters because that will prove something also?

JUSTICE QUISUMBING:

Yes.

Justice Carpio Morales:

Yes.

Atty. Paulino Petralba:

"September 4, 2007, Tuesday, Office, 11:00 a.m.: Tennis at Makati Sports Club with my son, score 8-5, I won; Meeting with Ryan Chan, Cecil, and Atty. Vic and Junior de la Serna; He said his price is Ten Million, I offered Four Million; Home, 9:30 p.m.; I did not attend my Tuesday club," Your Honor, the third meeting was on September 4, 2007; therefore, my encounter with de la Serna, Jr. could not have happened prior to that because my encounter with him was regarding the September 25, 2000 proposed meeting between Johnny Chan and Atty. De la Serna. And may I relate, Your Honor, how that happened?[31]

Atty. Petralba claimed that his conversation with Atty. De La Serna, Jr. was a chance encounter in the tennis court, and that he did not tell Atty. De La Serna, Jr. that a decision was forthcoming. Instead, he told him that "the client wants to have another meeting baka sakali there will be a favorable result." [32] He maintained that he never intimated a bribery of a Supreme Court Justice.[33] In his testimony, Atty. Petralba stated:

Atty. Paulino Petralba:

I will proceed. After the third meeting in September 4, 2007 which is by the way, Your Honors, is only nine days prior to the promulgation of the case on September 13. Ahhh...my birthday is September 13, Your Honors, and I went to the tennis court on September 17, 2007 to give a blow out to my tennis buddies and I also played one game of tennis on September 17. If I may be permitted, Your Honors, may I read my entries in this diary?

JUSTICE QUISUMBING:

Go ahead.

Atty. Paulino Petralba:

"September 27, 1007, Monday, lunch at office; Ordoñez of tour organizers came to my office; went to GBH for meeting; from GBH returned to office, conference with another client; then went to BF tennis court, played one game and gave birthday blow out -- inom for my group: Ernie, Glen, Roy, etc., etc; had short chat with

Junior de la Serna, 5:00 p.m." This is how it transpired, Your Honor.

JUSTICE QUISUMBING:

17 September

Atty. Paulino Petralba:

After my game, I sat down, had beer, then Junior de la Serna was walking out of another tennis court. He walked in front of our table and I said, "O Junior, gusto daw makipagmeeting uli ng kliyente ko baka sakaling may favorable result," and he said "Aba, okay, I'll tell my papa, my father." I said, "No, no kasi I'm not going to arrange it anymore because I'm on vacation and I'm going abroad." That's all that happened in that meeting, your Honor. I did not seek him out, Your Honor. It was a chance meeting.[34]x x x

Pursuing a vital point, Justice Carpio inquired and Atty. Petralba answered, thus:

Justice Carpio:

Okay that was September 17, four days after the promulgation of the decision. September 13 was the date the decision was made.

Atty. Paulino Petralba:

Yes, Your Honor.

Justice Carpio:

So if Mr. Chan really paid Ten Million to anyone here, Mr. Chan would have known immediately that the case was decided because he paid for it, correct?

Atty. Paulino Petralba:

Logically.

Justice Carpio:

So he would have told you to forget about paying anything we won already.

Atty. Paulino Petralba:

Logically, Your Honor.

Justice Carpio:

So your offer to meet again--your offer on September 17 to meet again--would be irrational because you won already had that money been given really.

Atty. Paulino Petralba:

Exactly, Your Honor, and in fact the meeting on September 25 would have been an absurd meeting.

Justice Carpio:

Absurd meeting because if...

Atty. Paulino Petralba: ...

the case was already decided...

Justice Carpio: Yaah...

If your client really paid Ten Million, he would be the first to know right away.

Atty. Paulino Petralba:

Exactly, Your Honor.

Justice Carpio:

And on September 25, he would not have agreed to a meeting anymore.

Atty. Paulino Petralba:

Yes, Your Honor.[35]

Atty. Monteclar confirmed that Mr. Chan bought a land adjacent to the property subject of the petition, and that Mr. Chan, interested in buying the property of Fudot, told them that he would try to expedite the matter and talk to De La Serna.[36] He mentioned that he and his client, Cattleya, refused to negotiate with De La Serna because they had a sad experience with him when he accused one of Cattleya's lawyers of making Cattleya a milking cow. Said lawyer even filed an administrative case against De La Serna for making baseless accusations and using intemperate language against opposing lawyers in his pleadings in this very case when it was still before the trial court.[37] Atty. Monteclar admitted that he was the one who informed Atty. Petralba of the Supreme Court's decision.[38] He denied any knowledge about the attempt to bribe any of the Justices of the Court.[39]

Mr. Chan and Atty. Petralba both admitted that they had never met Justice Tinga before and it was only during the hearing on 18 June 2008 that they saw Justice Tinga in person.[40] On the other hand, Atty. Monteclar stated that he had not known Justice Tinga personally, although he met Justice Tinga way back in 2003 in a hotel in Makati when Justice Tinga was given an honor by the Council of Deans by the Philippine Association of Law Schools.[41]

The parties were then required to submit their respective memoranda.[42]

Atty. De La Serna submitted a two-page Memorandum of Points. He pointed out that it was Mr. Chan who sought him out using different intermediaries and who acted as if he had advance knowledge of the decision; moreover, it was Mr. Chan who said that he had given P10 Million to Justice Tinga. Thus, if there was anyone

guilty of contemptible conduct, it was Mr. Chan, and not him. De La Serna added that anyone in his situation would have acted similarly.[43]

Atty. Petralba and Mr. Chan jointly submitted their Comment[44] (Memorandum) while Cattleya filed its own Memorandum.[45]

We find Atty. De La Serna guilty of indirect contempt.

Contempt is defined as a disobedience to the Court by setting up an opposition to its authority, justice and dignity. It signifies not only a willful disregard or disobedience of the court's orders but such conduct that tends to bring the authority of the court and the administration of law into disrepute or in some manner to impede the due administration of justice.[46] Indirect contempt is one committed out of or not in the presence of the court that tends to belittle, degrade, obstruct or embarrass the court and justice.[47] Any improper conduct tending, directly or indirectly, to impede, obstruct, or degrade the administration of justice has also been considered to constitute indirect contempt.[48]

An accusation of bribery is easy to concoct and difficult to disprove, the complainant must present panoply of evidence in support of such an accusation.[49] It will take more than the uncorroborated and independent

statements of Atty. De La Serna to cast an aura of credibility to his accusations.

We reviewed the records of the case and find that the decision was made in accordance with law and established jurisprudence. The principles enunciated in *Lim v. Jorge*,^[50] now being invoked by Atty. De La Serna, simply do not find application in this case. His insistence that Justice Tinga repudiated and contradicted everything he enunciated in the *Lim* case "just to accommodate Mr. Chan and all his cohorts and his money"^[51] is not only groundless, it is also downright contemptuous.

In the first place, Mr. Chan, the "person most involved"^[52] had categorically denied making the statement to the effect that he gave P10 Million to Justice Tinga, or to any other justice in the division.^[53]

Justice Quisumbing:

You denied. You said you did not make any statement to Atty. De la Serna concerning giving of Ten Million to Mr. Justice Tinga?

Mr. Chan:

I did not.

Justice Quisumbing:

I ask you now that you have not given anything to the other justices in this panel?

Mr. Chan:

I did not, Your Honor.

Justice Quisumbing:

And also deny that you have told Atty. De La Serna, Sr. that you have spent Ten Million for the Supreme Court?

Mr. Chan:

I did not spend that on you, Your Honor.^[54]

Atty. De La Serna claims that Mr. Chan and Atty. Petralba had advance knowledge of the Court's decision, based on the fact that Atty. Petralba and Mr. Chan were already intimating a favorable decision even before the decision was released. He points out that the decision was released only on 27 September 2007, when it was mailed at the Central Post Office, implying that if not for the fact that Mr. Chan paid for the decision, he would not have known of the outcome of the case even before the decision was released on 27 September 2007.

The decision was promulgated on 13 September 2007. Decisions of the Court are posted in its website a few days after their promulgation. In this case, the decision was published in the web on 19 September 2007, or before the decision was posted in the Manila Central Post Office on 27 September 2007. However, Mr. Chan

stated that he learned of the decision only sometime in October of 2007, after Atty. Petralba had told him about it.^[55] On the other hand, Atty. Monteclar admitted that he was the one who called up Atty. Petralba to inform him about the outcome of the case after he received a copy of the decision.^[56]

Moreover, Atty. De La Serna's attribution of advance knowledge to Mr. Chan, apart from being incongruent with the declarations of the other personalities, does not dovetail with logic and common sense. For one, Mr. Chan was earnest in asking for, and pushing through with, the meeting on 25 September 2007 with De La Serna. Had he known about the decision earlier, and more importantly, had he really paid P10 Million for a favorable decision,

he would not have reiterated his offer or suggest any further meeting with De La Serna for the purchase of the subject property. The exercise would be downright irrational.[57]

From a related perspective, it would be plainly foolhardy for Mr. Chan to go through all the trouble and risk of bribing a Supreme Court Justice in the amount of P10 Million when he could have directly acquired the property by paying off De La Serna with the same amount which the latter had demanded in the first place. This aspect was clearly demonstrated during the hearing, thus:

Justice Quisumbing:

From your point of view, is there any indication from your own circle of anything spent for the Supreme Court by Mr. Chan?

Atty. Paulino Petralba:

No, Your Honor. May I add something to that, Your Honor?

Justice Quisumbing:

Yes.

Atty. Paulino Petralba:

My own observation, Your Honors. If he was willing to spend Ten Million, why go through the difficult process of committing a crime of bribery and not just give it to the other party?

Justice Quisumbing:

I see.

Atty. Paulino Petralba:

It would be easier, Your Honor, because once a compromise agreement is signed, we submit it to the Court. In fact, I can already advise my client, even if the Court has not resolved the compromise agreement, go ahead construct because the compromise agreement will then bind the other party. It's much easier, Your Honor. It's much more logical.

Justice Quisumbing:

I see. But in any case, you made an offer of Four Million?

Atty. Paulino Petralba:

Yes, Your Honor.

Justice Quisumbing:

But it was not accepted?

Atty. Paulino Petralba:

He said his price is Ten Million.

Justice Quisumbing:

And you did not agree to Ten Million?

Atty. Paulino Petralba:

Well, the client told me that's too much.[58]

Earlier, Justice Velasco pointed out the ludicrousness of Atty. De La Serna's claim in the following exchange with Atty. De La Serna himself:

Justice Velasco:

That is correct.

In your offer, the price that your client want is Ten Million Pesos?

Atty. De La Serna:

Ten Million.

Justice Velasco:

So if that's the price for the lot of petitioner Fudot and he spent Ten Million, wouldn't it be a lot easier for him to just have paid your client the price that she was asking for her lot in Bohol?

Atty. De la Serna:

I'm not thinking for Johnny Chan, Your Honor. I'm just relaying what he told me.[59]

Atty. De La Serna's other basis for believing that the decision was prompted by bribery was the time it took for this case to be decided, which he intimated was uncommonly short. He bewails that the case was pinpointed, then plucked out from underneath 20,000 other cases, and thereafter resolved in less than two (2) years. He also compared the case with *Oppus v. Sandiganbayan*, G.R. No. 150186; a case which he previously handled, claiming that accused Oppus continues to languish in jail because the Supreme Court had not resolved his appeal even after the lapse of more than ten (10) years.[60] De La Serna's claim is baseless and non sequitur.

Atty. De La Serna seems to be unaware that the Supreme Court is mandated by the Constitution to decide cases within two (2) years from the date of submission. Art. VIII, Section 15(1) of the Constitution reads:

Section 15 (1) All cases or matters filed after the effectivity of this Constitution must be decided or resolved within twenty-four months from date of submission for the Supreme Court, twelve months for all lower collegiate courts, and three months for all lower courts.

(2) A case or matter shall be deemed submitted for decision or resolution upon the filing of the last pleading, brief, or memorandum required by the Rules of Court or by the court itself.

The instant petition was filed on 6 March 2006. Respondent was required to file its comment thereon, which it submitted on 1 June 2006. The Court thereafter required petitioner to file her reply, and petitioner filed one on 11 September 2006. Her reply was noted on 13 November 2006. Thus, as of 13 November 2006, the case was deemed submitted, there being no other pleading required by the Court. From that point on, it is but logical to assume that a decision would be forthcoming.

As for the *Oppus* case, it appears from the records that De La Serna used to be Oppus's lawyer, but he was replaced upon Oppus's motion. Moreover, the case was already deemed closed and terminated as of 15 October 2007, when the Court granted Oppus's Motion to Withdraw Petition/Appeal filed on 19 September 2007. Contrary to De La Serna's claim, the case is no longer pending as it was already been disposed of. Moreover, the *Oppus* case was assigned to another ponente, not Justice Tinga. The period during which the *Oppus* case was pending cannot serve as sound basis for comparison with this case.

In addition, Atty. De La Serna's assumption that the instant case was decided ahead of 20,000 other cases is preposterous. Deducting the General Register Number (G.R. No.) of the *Oppus* case from the instant case would lead one to infer that 20,000 cases are still pending, which is not the case, since as pointed out by Justice Carpio,

there are no more than ten thousand cases pending in the Supreme Court at any one time.[61] Besides, in between the G.R. No. of the Oppus case (G.R. No. 171008) and that of this case (G.R. No.150186), are thousands of cases.

A lawyer is, first and foremost, an officer of the court. Corollary to his duty to observe and maintain the respect due to the courts and judicial officers is to support the courts against "unjust criticism and clamor." [62] His duty is to uphold the dignity and the authority of the courts to which he owes fidelity, "not to promote distrust in the administration of justice, as it is his sworn and moral duty to help build and not destroy unnecessarily that high esteem and regard towards the courts so essential to the proper administration of justice." [63] As we held in one case:

It is [the] respondent's duty as an officer of the court, to uphold the dignity and authority of the courts and to promote confidence in the fair administration of justice and in the Supreme Court as the last bulwark of justice and democracy. x x x [64]

As part of the machinery for the administration of justice, a lawyer is expected to bring to the fore irregular and questionable practices of those sitting in court which tend to corrode the judicial machinery. Thus, if he acquired reliable information that anomalies are perpetrated by judicial officers, it is incumbent upon him to report the matter to the Court so that it may be properly acted upon. An omission or even a delay in reporting may tend to erode the dignity of, and the public's trust in, the judicial system.

The Court is perplexed by the actuations of Atty. De La Serna. Claiming that he had been informed that a member of the Court was involved in bribery, yet he chose to remain silent in the meantime and to divulge the information long after he had come to know that he lost the case. He claims that as early as 25 September 2007, Mr. Chan told him that he had already spent P10 Million for Justice Tinga; yet he failed to inform the Court of this matter waited until 4 November 2007 before he divulged the alleged bribery in his Request for Inhibition. According to him, he only became convinced that the bribe took place after he received a copy of the decision. Yet there was no mention of the alleged bribery in his motion for reconsideration dated 20 October 2007. For this, he offers the lame pretext that adverted bribery is a mere "extraneous matter (that) is not relevant as far as the legal issues are concerned in this case," and because his request for inhibition dated 4 November 2007, where the matter was mentioned for the first time, "at least does not have a deadline." [65] While admitting that he did not even verify from other sources if Mr. Chan's statement had any factual basis, De La Serna offers another feeble explanation for his delayed reaction in that he could not just go to the Supreme Court and request for investigation, as he could not even pass through the guards. [66] A lawyer of De La Serna's caliber and experience would know that there is a proper way of lodging a formal complaint for investigation, including sending it by registered mail.

That De La Serna did not report the matter immediately to the Court suffuses unshakeable dubiety to his claim that Mr. Chan had uttered the statements attributed to him. That De La Serna brought up the issue of bribery after an unfavorable decision was issued makes the allegation all the more a contrived afterthought, a hastily concocted story brought to cast doubts on the integrity not only of Justice Tinga, but also of the entire Supreme Court.

This is not to say, however, that as an officer of the court, Atty. De La Serna cannot criticize the court. [67] We have long recognized and respected the right of a lawyer, or any person, for that matter, to be critical of courts and magistrates as long as they are made in properly respectful terms and through legitimate channels. The Court, in *In re: Almacen*, [68] held:

Moreover, every citizen has the right to comment upon and criticize the actuations of public officers. This right is not diminished by the fact that the criticism is aimed at a judicial authority, or that it is articulated by a lawyer. Such right is especially recognized where the criticism concerns a concluded litigation, because then the court's actuation are thrown open to public consumption. x x x

x x x

Courts and judges are not sacrosanct. They should and expect critical evaluation of their performance. For like the executive and the legislative branches, the judiciary is rooted in the soil of democratic society, nourished by the periodic appraisal of the citizen whom it is expected to serve.

Well-recognized therefore is the right of a lawyer, both as an officer of the court and as a citizen, to criticize in properly respectful terms and through legitimate channels the acts of courts and judges. x x x

x x x

Hence, as a citizen and as officer of the court, a lawyer is expected not only to exercise the right, but also to consider it his duty to avail of such right. No law may abridge this right. Nor is he professionally answerable for a scrutiny into the official conduct of the judges, which would not expose him to legal animadversion as a citizen.

x x x

But it is the cardinal condition of all such criticism that it shall be bona fide and shall not spill over the walls of decency and propriety. A wide chasm exists between fair criticism, on the one hand, and abuse and slander of courts and the judges thereof,

on the other. Intemperate and unfair criticism is a gross violation of the duty of respect to courts. It is such a misconduct that subjects a lawyer to disciplinary action.[69]

Everything considered on the basis of the proofs on record, reason and normal discernment, Atty. De La Serna's statements bear the badges of falsehood while the common version of the witnesses who disputed his statements is imbued with the hallmarks of truth. There is more. De La Serna's declarations were maliciously and irresponsibly made. They exceeded the boundaries of decency and propriety. The libelous attack on the integrity and credibility of Justice Tinga tend to degrade the dignity of the Court and erode public confidence that should be accorded to it. As we stated in *In re: Wenceslao Laureta*,[70] thus:

To allow litigants to go beyond the Court's resolution and claim that the members acted "with deliberate bad faith" and rendered an "unjust resolution" in disregard or violation of the duty of their high office to act upon their own independent consideration and judgment of the matter at hand would be to destroy the authenticity, integrity and conclusiveness of such collegiate acts and resolutions and to disregard utterly the presumption of regular performance of official duty. To allow such collateral attack would destroy the separation of powers and undermine the role of the Supreme Court as the final arbiter of all justiciable disputes.[71]

Atty. De La Serna has transcended the permissible bounds of fair comment and criticism. His irresponsible and baseless statements, his unrepentant stance and smug insistence of his malicious and unfounded accusation against Justice Tinga have sullied the dignity and authority of this Court. Beyond question, therefore, De La Serna's culpability for indirect contempt warrants the penalty of a fine not exceeding P30,000.00 or imprisonment not exceeding six (6) months or both under the Rules.[72]

The power to declare a person in contempt of court and in dealing with him accordingly is a means to protect and preserve the dignity of the court, the solemnity of the proceedings therein and the administration of justice from callous misbehavior and offensive personalities.[73] Respect for the courts guarantees the stability of the judicial institution. Without such guarantee, the institution would be resting on a very shaky foundation.[74] The Court will not hesitate to wield this inherent power to preserve its honor and dignity and safeguard the morals and ethics of the legal profession.[75]

WHEREFORE, premises considered, Atty. Victor De La Serna is found GUILTY of indirect contempt of court.

He is hereby FINED in the amount of P30,000.00 to be paid within ten (10) days from receipt of this Resolution and WARNED that a repetition of a similar act will warrant a more severe penalty.

Let a copy of this Resolution be attached to Atty. De La Serna's personal record in the Office of the Bar Confidant and copies thereof furnished the Integrated Bar of the Philippines (IBP).

The IBP is ordered to submit with DISPATCH its Report on the investigation in Gabriel T. Ingles v. Atty. Victor De La Serna, docketed as A.C. No. 5763.

This Resolution is immediately executory.

SO ORDERED.

Quisumbing, Ynares-Santiago, Carpio, Corona, Carpio Morales, Azcuna, Chico-Nazario, Velasco, Jr., Nachura, Leonardo-De Castro, and Brion, JJ., concur.

Austria-Martinez, J., on leave

Tinga, J., no part. Ponente in main case.

Reyes, J., on official leave.

[1] Pursuant to the RULES OF COURT, Rule 71, Sec. 4. How proceedings commenced.--Proceedings for indirect contempt may be initiated motu proprio by the court against which the contempt was committed by an order or any other formal charge requiring the respondent to show cause why he should not be punished for contempt.

[2] On 13 September 2007, the Court promulgated its decision in this case, denying the petition filed by Carmelita Fudot. Petitioner's Motion for Reconsideration dated 20 October 2007 was denied on 6 February 2008. The decision became final and executory on 4 March 2008.

[3] Request for the Inhibition of Justice Dante O. Tinga on the Ground of Credible Allegations of Bribery of P10 Million dated 4 November 2007; rollo, pp. 117-126.

[4] De La Serna refers to our 13 September 2007 decision wherein we upheld the title of Cattleya, Land, Inc. over that of Fudot, Atty. De La Serna's client.

[5] Rollo, p. 121.

[6] Id. at 119.

[7] Id. at 120.

[8] Id.

[9] Id. at 121.

[10] Id.

[11] Id. at 65.

[12] Id. at 123.

[13] G.R. No. 161861, March 11, 2005.

[14] Rollo, pp. 123-124.

[15] Id. at 124-125. The case referred to is Ignacio Oppus v. Sandiganbayan, G.R. No. 150183.

[16] Id. at 125-126.

[17] Id. at 159-160.

[18] Id. at 163-164.

[19] Id. at 168-169.

[20] Id. at 338, TSN dated 18 June 2008.

[21] Id. at 346.

[22] Id. at 356.

[23] Id. at 359. Aside from the purchase of the adjacent property, Mr. Chan and Cattleya also entered into an "Exclusive Option to Purchase," whereby for P1,000,000.00, Belle South Pacific Property, Inc., represented by Johnny Chan was granted the exclusive option to buy the property subject of the case in the event that the property will be finally adjudicated to Cattleya. Id. at 556-558.

[24] Id. at 370.

[25] Id. at 372.

[26] Id. at 393.

[27] Id. at 363.

[28] Id. at 370.

[29] Id. at 377-379.

[30] Id. at 559-560. Justice Carpio Morales, after inspecting the diary, observed that the entries found therein bear a patina of authenticity;TSN, id. at 455.

[31] Id. at 413-415.

[32] Id. at 420.

[33] Rollo, p. 423. TSN dated 18 June 2008.

[34] TSN, id. at 417-419.

[35] Id. at 430-433.

[36] Id. at 475-477.

[37] The administrative case is entitled, Gabriel T. Ingles v. Atty. Victor dela Serna, docketed as A.C. No. 5763. In this case, Atty. De La Serna was said to have made the following statements in his pleading:

Recourse Available to Cattleya

"When it turned out that Tecson had already sold Lot 2-A to Fudot TCT -17402 in 1986, Cattleya can blame only its lawyers, Atty. Federico Cabilao and Atty. Gabriel Ingles. Apparently, these lawyers were themselves fooling Cattleya so that they can get their commission and overprice immediately. x x x (Underscoring supplied).

"Bad Faith on the Part of Cattleya and Its Lawyers Cabilao and Ingles

"x x x The reason is obvious, Cattleya through its agents and lawyers, Atty. Cabilao and Atty. Ingles, are in cohorts with Tecson and Pizarra."1

This case has been remanded to the Integrated Bar of the Philippines for further proceedings per the Court's Resolution dated 3 December 2002.

[38] Rollo, p. 480, TSN dated 18 June 2008.

[39] Id. at 482.

[40] Id at 372 and 476.

[41] Id at 473.

[42] Resolution dated 18 June 2008, id. at 127-128.

[43] Id. at 561-562. Incidentally, on 8 July 2008, the Court received Atty. De La Serna's Petition for En Banc Review of the decision in this case, citing as grounds therefor the alleged repudiation of long-established doctrines and the bribery charges against Justice Tinga. The petition was denied on 06 February 2008. Id. at 161.

[44] Id. at 503-560.

[45] Id. at 631-635.

[46] *Abad v. Somera*, 187 SCRA 75, cited in *Industrial and Transport Equipment, Inc. v. NLRC*, 348 Phil. 158, 163 (1998).

[47] *Guerrero v. Villamor*, G.R. Nos. 82238-42, 13 November 1989, 179 SCRA 355, 359.

[48] *Barredo -Fuentes v. Albarracin, A.M.* No. MTJ-05-1587, 15 April 2005, 456 SCRA 120,131

[49] *Castaños v. Escaño, Jr.*, Adm. Matter No. RTJ-93-955, 251 SCRA 174, 184-185, 191.

[50] G.R. No. 161861, 11 March 2005.

[51] Rollo, p. 123.

[52] As stated by Justice Quisumbing, id. at 354; TSN dated 18 June 2008.

[53] TSN, id. at 371-374; TSN dated 18 June 2008.

[54] Id. at 394-395; TSN dated 18 June 2008.

[55] Id. at 389.

[56] Id. at 347.

[57] Id. at 430-433.

[58] Id. at 441-444.

[59] Id. at 237-238.

[60] Id. at 124-126.

[61] Id. at 325.

[62] *Lualhati v. Albert*, 57 Phil. 86, 92 (1932).

[63] *Surigao Mineral Reservation Board v. Cloribel* , No. L-27072, 9 January 1970, 31 SCRA 1, 16-17.

[64] In Re: Published Alleged Threats Against Members of the Court in the Plunder Law Case Hurlled by Atty.

Leonard De Vera, 434 Phil. 503, 510 (2002).

[65] Rollo, p. 185.

[66] Id. at 268-269.

[67] *Tiongco v. Hon. Aguilar*, 310 Phil. 652 (1995).

[68] Id. at 661 citing *In re: Almacen*, 31 SCRA 562.

[69] *In Re: Almacen*, supra note 73 at 576-580.

[70] 12 March 1987, 148 SCRA 382.

[71] Id. at 420-421.

[72] RULES OF CIVIL PROCEDURE, Rule 71, Sec. 7.

[73] *De Guia v. Guerrero, Jr.*, A.M. No. RTJ-93-1099, 1 August 1994, 234 SCRA 625, 630.

[74] *Mercado v. Security Bank Corporation*, G.R. No. 160445, 16 February 2006, 482 SCRA 501, 518-519.

[75] *Roxas v. De Zuzuarregui, Jr.*, G.R. No. 152072, 12 July 2007, 527 SCRA 446, 464.

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