



REPUBLIC OF THE PHILIPPINES  
SUPREME COURT  
Manila

SECOND DIVISION

**NOTICE**

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **14 February 2022** which reads as follows:*

**“A.C. No. 12763 (*Arsenia Sonia C. Castor v. Atty. Moises S. Samson*). —** Complainant Arsenia Sonia C. Castor (complainant) filed a disbarment complaint<sup>1</sup> against respondent Atty. Moises S. Samson (Atty. Samson) for violation of Rule 1.01,<sup>2</sup> Rule 15.03,<sup>3</sup> Canon 15,<sup>4</sup> Rule 16.03,<sup>5</sup> Rule 16.04,<sup>6</sup> Rule 20.04,<sup>7</sup> and Canon 20<sup>8</sup> of the Code of Professional Responsibility (CPR).

**The Antecedents:**

In October 2004, complainant engaged the legal services of Atty. Samson to handle the case entitled *Arsenia Sonia Castor v. Spouses Armando Velante and Erlinda Velante* docketed as Civil Case No. Q-02-

---

<sup>1</sup> *Rollo*, Vol. I, pp. 1-16.

<sup>2</sup> RULE 1.01- A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

<sup>3</sup> RULE 15.03 - A lawyer shall not represent conflicting interests except by written consent of all concerned given after a full disclosure of the facts.

<sup>4</sup> CANON 15 - A lawyer shall observe candor, fairness and loyalty in all his dealings and transactions with his client.

<sup>5</sup> RULE 16.03 - A lawyer shall deliver the funds and property of his client when due or upon demand. However, he shall have a lien over the funds and may apply so much thereof as may be necessary to satisfy his lawful fees and disbursements, giving notice promptly thereafter to his client. He shall also have a lien to the same extent on all judgments and executions he has secured for his client as provided for in the Rules of Court.

<sup>6</sup> RULE 16.04 - A lawyer shall not borrow money from his client unless the client's interests are fully protected by the nature of the case or by independent advice. Neither shall a lawyer lend money to a client except, when in the interest of justice, he has to advance necessary expenses in a legal matter he is handling for the client.

<sup>7</sup> RULE 20.04 - A lawyer shall avoid controversies with clients concerning his compensation and shall resort to judicial action only to prevent imposition, injustice or fraud.

<sup>8</sup> CANON 20 — A lawyer shall charge only fair and reasonable fees.

15/20

46336.<sup>9</sup> In January 2006, Atty. Samson also became the retained counsel of Beneficial Investor Lender, Inc. (BILI), through the endorsement of complainant, who was a major stockholder thereof.<sup>10</sup>

During the pendency of the aforementioned civil case, Atty. Samson obtained a series of loans from complainant in the following amounts: (1) ₱300,000.00 in July 2005;<sup>11</sup> (2) ₱200,000.00 in September 2005;<sup>12</sup> (3) ₱170,000.00 in November 2005;<sup>13</sup> and (4) ₱200,000.00 and ₱250,000.00 in April 2006.<sup>14</sup>

In January 2007, LVK and VLK Lending Corporation (formerly BILI) renewed the contract for Atty. Samson's legal services after complainant endorsed the same to the Board of Directors.<sup>15</sup> In April 2007, Atty. Samson once again secured a ₱350,000.00 loan from complainant.<sup>16</sup> In January 2008, the contract for Atty. Samson's legal services was renewed.

Complainant averred that while Atty. Samson had paid his indebtedness, the latter failed to exhibit the competence and diligence required to champion the cause of his client, and had taken advantage of his influence over her, in violation of Rule 16.04 of the CPR.<sup>17</sup> Moreover, complainant maintained that she terminated Atty. Samson's services because of the latter's prior health and the fact that she was spending more than what she intended to recover from the cases handled by Atty. Samson, majority of which were still pending in court.<sup>18</sup>

Likewise, complainant alleged that Atty. Samson violated Rules 15.03 and 16.03 of the CPR. In April 2008, Atty. Samson offered to sell her a lot in Mayculot, Tagaytay City, owned by another client for ₱2,500,000.00, plus taxes and administrative expenses for the segregation and issuance of title. Complainant initially declined the offer due to financial instability, but later on acceded because Atty. Samson prodded her, and became reluctant in acting on the legal matters she referred to him. Complainant agreed to purchase the lot on installment, and on the

---

<sup>9</sup> *Rollo*, Vol. I, p. 2.

<sup>10</sup> *Id.* at 3.

<sup>11</sup> *Id.* at 18.

<sup>12</sup> *Id.* at 19-20.

<sup>13</sup> *Id.* at 21.

<sup>14</sup> *Id.* at 22-24.

<sup>15</sup> *Id.* at 26-27.

<sup>16</sup> *Id.* at 25.

<sup>17</sup> *Id.* at 2-4.

<sup>18</sup> *Id.* at 4.

condition that she would only pay 60% of taxes and administrative expenses.<sup>19</sup>

Atty. Samson then demanded the down payment from complainant in order to process the segregation of title and for his attorney's fees.<sup>20</sup> Without a written contract to sell, complainant acceded and paid ₱515,000.00 as down payment. On May 30, 2008, complainant paid ₱500,000.00 as additional partial payment, and ₱485,000.00 on June 3, 2008.<sup>21</sup> The next day, June 4, 2008, complainant and Atty. Samson, acting on behalf of the owners of the property, executed a Deed of Conditional Sale of Unsegregated Portion.<sup>22</sup>

Several months later, Atty. Samson demanded the payment for the remaining balance notwithstanding the agreement<sup>23</sup> that the same shall be paid after segregation and issuance of the transfer certificate of title (TCT). Aware that Atty. Samson was struggling financially and recovering from a debilitating illness, complainant issued Check No. 0703607<sup>24</sup> amounting to ₱500,000.00 on February 27, 2009 as advance partial payment for the remaining balance, and PNB Check No. 0703606<sup>25</sup> in the amount of ₱370,000.00 on March 7, 2009 for the estimated 60% taxes and administrative expenses.<sup>26</sup>

When said checks were delivered to Atty. Samson, he prepared at least three sets of blank forms of Deed of Absolute Sale for complainant's signature. Relying on trust, complainant signed said documents.<sup>27</sup> When complainant realized that she signed two different sets, one bearing the true consideration while the other with a lower consideration to be submitted to the Bureau of Internal Revenue (BIR) for tax computation, she did not allow Atty. Samson to use the latter as that would complicate the corporation's financial records.<sup>28</sup>

On March 2, 2009, the Philippine National Bank (PNB) informed complainant that Atty. Samson had presented Check No. 0703607 for payment. Despite their agreement to deliver the notarized deed of sale and complainant's repeated demands, the same was not delivered to her. Consequently, complainant informed Atty. Samson that she would order

---

<sup>19</sup> Id. at 5.

<sup>20</sup> Id.

<sup>21</sup> Id. at 6.

<sup>22</sup> Id. at 31-34.

<sup>23</sup> Id. at 33.

<sup>24</sup> Id. at 7.

<sup>25</sup> Id. at 35.

<sup>26</sup> Id. at 7-8.

<sup>27</sup> Id. at 8.

<sup>28</sup> Id. at 8-9.

F/m

PNB to stop payment for Check No. 0703606, if the notarized deed of sale will not be delivered to her.<sup>29</sup> Complainant then ordered PNB to stop payment for Check No. 0703606. However, PNB advised her that the charges for the stop payment order is higher than for insufficiency of funds, so she decided to withdraw a certain amount in order to lessen the account balance.<sup>30</sup>

Skeptical as to whether Atty. Samson was processing the issuance of title, complainant went to Tagaytay Registry of Deeds and discovered that TCT No. T-79705<sup>31</sup> was already issued in the name of the corporation on March 17, 2009 using the undervalued Deed of Absolute Sale,<sup>32</sup> but Atty. Samson did not bother to inform her of such.<sup>33</sup>

In a letter<sup>34</sup> dated May 11, 2009, complainant's lawyer demanded Atty. Samson to comply with his obligation in relation to the sale. Atty. Samson then sent complainant a letter<sup>35</sup> demanding payment of ₱1,686,159.22 as termination fees for the cases that his law firm handled.<sup>36</sup>

In May 2009, Atty. Samson filed a complaint for violation of Batas Pambansa Blg. 22 (BP Blg. 22) and Estafa against complainant for the issuance of Check No. 0703606<sup>37</sup> on March 7, 2009. During the preliminary investigation, complainant manifested that she was ready to pay the corresponding amount simultaneous with the actual delivery of the title. On the other hand, Atty. Samson responded that he would deliver the title only if complainant will pay said amount as well as the termination fee.<sup>38</sup>

In February 2010, the Office of the City Prosecutor of Quezon City dismissed the complaint for Estafa but filed an Information for violation of BP Blg. 22 which was raffled to the Metropolitan Trial Court of Quezon City, Branch 41. Upon reconsideration, an Information for Estafa under Article 315, paragraph 2(d) was filed and raffled to the Regional Trial Court (RTC) of Quezon City, Branch 217.<sup>39</sup>

---

<sup>29</sup> Id. at 9.

<sup>30</sup> Id.

<sup>31</sup> Id. at 36.

<sup>32</sup> Id. at 37-39.

<sup>33</sup> Id. at 9-10.

<sup>34</sup> Id. at 40-41.

<sup>35</sup> Id. at 43-44.

<sup>36</sup> Id. at 10.

<sup>37</sup> Id. at 35.

<sup>38</sup> Id. at 10-11.

<sup>39</sup> Id. at 11.

During the mediation and pre-trial of the BP Blg. 22 case, complainant and Atty. Samson reiterated their prior respective stances. Due to the latter's refusal to deliver the title of the property, complainant was constrained to file a case for specific performance. Complainant also consigned a total of ₱585,000.00, representing the balance of the purchase price and 60% of the actual expenses. The RTC allowed Atty. Samson to withdraw the amount of ₱500,000.00 on condition that he would submit proof that he was authorized by his other clients to receive such payment.<sup>40</sup>

A Special Power of Attorney<sup>41</sup> executed by Atty. Samson's clients, and notarized by certain Atty. Winston B. Hipe, was filed before the RTC.<sup>42</sup> However, upon verification, no Book VII for the month of April 2008 was submitted and said Special Power of Attorney has yielded negative results from the records as certified by Assistant Clerk of Court Gregorio C. Tallud.<sup>43</sup>

Anent the alleged violation of Rule 1.01 and Rule 20.04, complainant averred that Atty. Samson's demand for termination fee was exorbitant and had no basis in law. The amount was comparatively greater than the value involved in the cases handled by him. As complainant put it, Atty. Samson was enriching himself at the expense of his client.<sup>44</sup>

All told, complainant contended that Atty. Samson committed deceit, malpractice and gross misconduct that would warrant his disbarment from the practice of law.<sup>45</sup>

For his part, Atty. Samson filed a Motion to Dismiss<sup>46</sup> on the ground that the complaint for disbarment failed to state a cause of action against him.<sup>47</sup> He also argued that complainant had no cause of action against him because his clients were BILI and LVK, not complainant.<sup>48</sup>

A mandatory conference was set in December 2011, but was reset in January 2012. Meanwhile, Atty. Samson filed a Request for Admission on November 8, 2011. During the mandatory conference, complainant appeared while Atty. Samson failed to do so despite due notice. The mandatory conference was deemed terminated and the parties were given

---

<sup>40</sup> Id. at 11-12.

<sup>41</sup> Id. at 63-65.

<sup>42</sup> Id. at 12.

<sup>43</sup> Id. at 66.

<sup>44</sup> Id. at 14.

<sup>45</sup> Id. at 15-16.

<sup>46</sup> Id. at 74-94.

<sup>47</sup> *Rollo*, Vol. III, Report and Recommendation, p. 7.

<sup>48</sup> Id., Extended Resolution, p. 7.

10 days to submit their respective verified position papers. In addition, complainant was instructed to include her response to the request for admission.<sup>49</sup>

Atty. Samson and complainant filed their position papers on January 28, 2012 and February 2, 2012, respectively, with the one prepared by Atty. Samson lacking a verification.<sup>50</sup> After said submissions, the case was re-assigned to Investigating Commissioner Racquel Crisologo-Lara who conducted a clarificatory hearing on April 22, 2014.<sup>51</sup>

**Report and Recommendation  
of the Integrated Bar of the  
Philippines (IBP):**

In its August 14, 2015 Report and Recommendation,<sup>52</sup> the IBP Commission on Bar Discipline (IBP-CBD) found Atty. Samson to have violated the Lawyer's Oath, Canon 15, and Rule 20.04, Canon 20 of the CPR.

The decretal portion of the said Report and Recommendation reads:

**WHEREFORE**, it is respectfully recommended that Atty. Moises S. Samson be REPRIMANDED with a warning that a repetition of the same will invite a stiffer penalty.

Respectfully submitted.<sup>53</sup>

The IBP Board of Governors (IBP-BOG), in its Notice of Resolution,<sup>54</sup> adopted the findings of the Investigating Commissioner, but modified the recommended penalty to suspension from the practice of law for one year. It reads:

*RESOLVED to ADOPT the findings of fact and recommendation of the Investigating Commissioner with modification of the recommended imposable penalty by increasing it to SUSPENSION from the practice of law for one (1) year.*

*RESOLVED FURTHER to direct Director Ramon S. Esguerra to prepare an extended resolution explaining the Board's action.<sup>55</sup>*

<sup>49</sup> Id., Report and Recommendation, p. 7.

<sup>50</sup> Id., Extended Resolution, p. 8.

<sup>51</sup> Id.

<sup>52</sup> *Rollo*, Vol. II, pp. 2-11. Penned by Commissioner Racquel Crisologo-Lara.

<sup>53</sup> Id. at 11.

<sup>54</sup> Id. at 1.

<sup>55</sup> Id.

The Extended Resolution<sup>56</sup> of the IBP-BOG ultimately recommended:

Jurisprudence provides that in similar cases where lawyers neglected their clients' affairs and, at the same time, failed to return the latter's money and/or property despite demand, the Court meted out the penalty of suspension from the practice of law. In *Segovia-Ribaya v. Lawsin*, the Court suspended the lawyer for a period of one (1) year for his failure to perform his undertaking under his retainerhip agreement with his client, and to return the money given to him by the latter. Similarly, in *Meneses v. Macalino* the same penalty was imposed on a lawyer who failed to render any legal service to his client as well as to return the money he received for such purpose.

The recommendation of the Commissioner to reprimand Atty. Samson from the practice of law is well-taken. However, the Board of Governors of the Integrated Bar of the Philippines increases the penalty of Atty. Samson to SUSPENSION from the practice of law for one (1) year.<sup>57</sup>

Atty. Samson filed Motions for Reconsideration in 2017 and 2019, which were both denied. On October 5, 2020, Atty. Samson filed a Memorandum<sup>58</sup> before this Court praying that the recommendation of one-year suspension from the practice of law be disapproved in the interest of justice and equity.<sup>59</sup>

### Issue

The issue before Us is whether Atty. Samson violated Rule 1.01, Rule 15.03, Canon 15, Rule 16.03, Rule 16.04, Rule 20.04, and Canon 20 of the CPR.

### Our Ruling

We adopt the substantive findings of the IBP with modification as to the recommended penalty. We find that a suspension of six months, instead of one year, from the practice of law is more appropriate.

Atty. Samson violated Canon 15 and Rule 20.04, Canon 20 of the CPR.

As legal professionals and partakers in the administration of justice, members of the Bar are expected to exude the highest standards of

---

<sup>56</sup> Id. at 12-25.

<sup>57</sup> Id. at 25.

<sup>58</sup> Unpaginated.

<sup>59</sup> Unpaginated, Memorandum, p. 28.

diligence and fairness in dealing with their clients, opposing counsel and parties, and the court. Moreover, honesty and truthfulness are the characteristics likewise necessary in all undertakings of a member of the Bar.<sup>60</sup> *Manalang v. Buendia*<sup>61</sup> sets forth this bounden duty:

As such, membership in the legal profession is a privilege that is bestowed upon individuals who are not only learned in law, but are also known to possess good moral character. Lawyers must conduct themselves beyond reproach at all times, whether they are dealing with their clients or the public at large, and a violation of the high moral standards of the legal profession justifies the imposition of the appropriate penalty, including suspension and disbarment.<sup>62</sup>

In particular, members of the Bar are to be guided by Canon 15 and Rule 20.04, Canon 20 of the CPR in dealing with a client. These provide:

CANON 15 - A lawyer shall observe candor, fairness and loyalty in all his dealings and transactions with his client.

x x x x

RULE 20.04 - A lawyer shall avoid controversies with clients concerning his compensation and shall resort to judicial action only to prevent imposition, injustice or fraud.

In handling the affairs of their clients, members of the Bar are called upon to employ only fair and honest means, devote their skill and competence to every case and be mindful of their client's cause.<sup>63</sup> In this regard, Atty. Samson had fallen short. As correctly summarized by the IBP-BOG in its Extended Resolution,<sup>64</sup> the following acts of Atty. Samson were less than candid, fair and loyal:

In this case, Atty. Samson failed to observe fairness, candor and loyalty in all his dealings with Castor. This is immediately apparent in the following:

(a) He submitted the undervalued Deed of Absolute Sale to the BIR despite Castor's express objection;

(b) He did not inform Castor of the issuance of TCT No. T-79705;

(c) He withheld the owner's copy of TCT No. T-79705 over the Tagaytay Property despite its issuance;

---

<sup>60</sup> See *Manalang v. Buendia*, A.C. No. 12079, November 10, 2020.

<sup>61</sup> A.C. No. 12079, November 10, 2020.

<sup>62</sup> Id.

<sup>63</sup> See *San Gabriel v. Sempio*, A.C. No. 12423, March 26, 2019.

<sup>64</sup> *Rollo*, Vol. II, pp. 12-26.



(d) He refused to turnover said title despite Castor's readiness to make full payment for the Tagaytay Property's purchase price; and

(e) He used the release of the title as leverage to compel Castor to pay his alleged termination of fees in the amount of ₱1,686,159.22.<sup>65</sup>

These actuations and omissions were evidently contrary to the values of honesty and truthfulness a member of the Bar is expected to uphold. For one, Atty. Samson acted against the express and valid objection of his client not to use the undervalued deed of sale. In fact, complainant was wary of the possible adverse consequence of submitting the undervalued deed of sale to the BIR. Despite this, Atty. Samson proceeded in using the undervalued deed of sale for purposes of tax payment. Second, Atty. Samson was expected to abide by his agreement with complainant as regards to the processing of the sale of the property and the corresponding administrative requirements it entailed. He, however, failed to inform complainant that the title was already secured despite complainant's readiness to pay the remaining balance and used the same in order to enforce his claim for payment of termination fees. These are downright improper conduct of a member of the Bar.

Atty. Samson's act of withholding the title as leverage to assert the termination fees leads this Court to conclude that he likewise violated Rule 20.04, Canon 20. Legal fees and money matters between a client and the lawyer might be a springboard for a possible conflict as what transpired in this instant case. *Balingit v. Cervantes*<sup>66</sup> is instructive to wit:

Suits to collect fees should be avoided and should be filed only when circumstances force lawyers to resort to it, such as "when [a] conflict has reached such point that it only becomes the lawyer's duty to withdraw from the action but to assert his right to compensation because of the intolerable attitude assumed by his client, . . . ."

In these exceptional circumstances, a lawyer may enforce his right to his fees by filing the necessary petition as an incident of the main action in which his services were rendered. x x x.<sup>67</sup> (Citations omitted)

Since a member of the bar is enjoined to be well-versed in existing laws and jurisprudence, as well as in the rules governing the conduct of profession, Atty. Samson should have veered away from withholding the title as a way to enforce his claim for the termination fee of the retainer contract. While his claim for termination fee was grounded on the retainer

---

<sup>65</sup> Id. at 21.

<sup>66</sup> 799 Phil. 1 (2016).

<sup>67</sup> Id. at 10.

contract, withholding the title is already beyond the agreement and evidently improper. The IBP-BOG accurately observed:

On the other hand, Atty. Samson had no authority to withhold the title over the Tagaytay Property to compel Castor to pay the fees. Rule 22.02 of the Code is clear:

A lawyer who withdraws or is discharged shall, subject to a retainer lien, immediately turn over all papers and property to which the client is entitled, and shall cooperative (sic) with his successor in the orderly transfer of the matter, including all information necessary for the proper handling of the matter.<sup>68</sup>

After the termination of their retainer contract, it was incumbent upon Atty. Samson to deliver the title to his client and not use the same to enforce his claim for termination fees. However, he chose to do otherwise in violation of Rule 20.04.

Considering the foregoing violations of the CPR, Atty. Samson, as recommended by the IBP, may be meted with the penalty of suspension in the practice of law for one year on the basis of prevailing jurisprudence.<sup>69</sup> This Court, however, is not unmindful of the present COVID-19 pandemic which greatly impacted the livelihood of our fellowmen including the members of the Bar whose bread and butter is the practice of law. Hence, out of compassion, this Court deems it proper to impose the penalty of suspension from the practice of law for a period of six months, instead of one year, as recommended by the IBP.

**WHEREFORE**, the Court finds respondent Atty. Moises S. Samson **GUILTY** of violating Canon 15 and Rule 20.04, Canon 20 of the Code of Professional Responsibility. Atty. Samson is hereby **SUSPENDED** from the practice of law for a period of six months. He is **STERNLY WARNED** that a repetition of the same or similar acts shall be dealt with more severely.

The suspension from the practice of law shall take effect immediately upon receipt of this Resolution by Atty. Samson. He is **DIRECTED** to immediately file a Manifestation to the Court that his suspension has started, copy furnished all courts and quasi-judicial bodies where he has entered his appearance as counsel.

Let copies of this Resolution be furnished to the Office of the Bar Confidant to be appended to Atty. Samson's personal record as an

---

<sup>68</sup> *Rollo*, Vol. III, Extended Resolution, p. 13.

<sup>69</sup> See *Sorensen v. Pozon*, A.C. Nos. 11334 and 11335, January 7, 2019.

attorney; the Integrated Bar of the Philippines for its information and guidance; and the Office of the Court Administrator for circulation to all courts in the country.

**SO ORDERED.”**

By authority of the Court:

TERESITA AQUINO TUAZON  
Division Clerk of Court

By:



MA. CONSOLACION GAMINDE-CRUZADA  
Deputy Division Clerk of Court

20 MAY 2022

ARSENIA SONIA C. CASTOR (reg)  
Complainant

Suite 2026, Unit 33

Fax and Parcel, Basement Level

(SM Megamall Building A)

Julia Vargas Avenue corner EDSA

1550 Mandaluyong City

ATTY. MOISES S. SAMSON (reg)

Respondent

Suite 402, Fil Garcia Tower

140 Kalayaan Avenue corner Mayaman St.

Diliman, Quezon City

INTEGRATED BAR OF THE PHILIPPINES (reg)

Doña Julia Vargas Avenue

Ortigas Center, 1605 Pasig City

PUBLIC INFORMATION OFFICE (x)

LIBRARY SERVICES (x)

[For uploading pursuant to A.M. No. 12-7-SC]

OFFICE OF THE CHIEF ATTORNEY (x)

OFFICE OF THE REPORTER (x)

PHILIPPINE JUDICIAL ACADEMY (x)

Supreme Court, Manila

THE BAR CONFIDANT (x)

Supreme Court, Manila

\*HON. RAUL B. VILLANUEVA (x)

Office of the Court Administrator

Supreme Court, Manila

\*For circularization to all courts

*Please notify the Court of any change in your address.*

AC12763. 2/14/2022(204)URES