



Republic of the Philippines  
Supreme Court  
Manila

FIRST DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated November 13, 2023, which reads as follows:*

**“A.C. No. 13873 [Formerly CBD Case No. 18-5691] (*Francis C. Solco, Lily Delos Reyes Solco, and Benz Fabian Solco v. Atty. Jensen A. Sanhi*). — This resolves the Complaint<sup>1</sup> filed against respondent Atty. Jensen A. Sanhi (Atty. Sanhi) for Disbarment, Violation of Rule 138 of the Rules of Court, and Violation of the Code of Professional Responsibility (CPR).**

**Antecedents**

Brothers Emilio C. Solco (Emilio) and complainant Francis Solco (Francis) were embroiled in a legal dispute, involving Emilio’s shares in their family-owned corporation, Gold Label Automotive Corporation (Gold Label). As a result of their feud, Emilio filed several criminal complaints against Francis, the latter’s wife, Lily Delos Reyes Solco (Lily), and their son, Benz Fabian Solco (Benz).<sup>2</sup>

The prosecutor’s office found probable cause to file a case for Perjury against Lily, which was later docketed as Criminal Case No. 467884. Likewise, Francis, Lily, and Benz (complainants, collectively) were indicted for separate cases of *Estafa* through Falsification of Public Documents, docketed as Criminal Case Nos. 160933, 160934, and 160935, respectively. Finally, a criminal complaint for *Estafa* through Falsification of Public Documents, docketed as Criminal Case No. GL-Q-13-180299, was filed

<sup>1</sup> *Rollo*, pp. 2-16.

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

against complainants.<sup>3</sup> Emilio was represented in all cases by Atty. Sanhi.<sup>4</sup>

While the foregoing criminal cases were pending trial, complainants appealed to the Secretary of Justice.<sup>5</sup>

In the meantime, Francis and Emilio executed a Comprehensive Compromise Agreement,<sup>6</sup> which Atty. Sanhi notarized. The agreement, *inter alia*, required Emilio to file Affidavits of Desistance in Criminal Case Nos. 160933, 160934, 160935, and GL-Q-13-180299.<sup>7</sup> Branch 93 of the Regional Trial Court of Quezon City approved said Compromise Agreement in a Judgment on Compromise Agreement.<sup>8</sup>

Francis allegedly complied with his obligations under the Compromise Agreement, but Emilio continued to prosecute the above cases upon Atty. Sanhi's advice. In Criminal Case No. GL-Q-180299, Atty. Sanhi even filed an Opposition/Comment dated 29 October 2013 to oppose Francis' Motion to Quash and another Opposition/Comment to oppose Benz's Motion to Suspend Proceedings. In Criminal Case Nos. 160933, 160934, and 160935, Atty. Sanhi filed an Opposition/Objection dated 17 September 2013 to oppose complainant's Francis' Motion to Quash.<sup>9</sup> Emilio also continued prosecuting Criminal Case No. 467884 with Atty. Sanhi filing Judicial Affidavits and Opposition.<sup>10</sup>

Subsequently, the Department of Justice (DOJ) issued a Resolution<sup>11</sup> dated 10 February 2014, reversing the finding of probable cause for *Estafa* through falsification of public document against complainants. The DOJ also ordered the public prosecutor to withdraw the Information before the trial courts.<sup>12</sup>

The public prosecutors filed their respective motions to withdraw Informations. However, before the trial courts acted on the motions, Emilio was required to comment thereon. According to complainants, this was when Atty. Sanhi committed his unethical and deceitful conduct.<sup>13</sup>

Allegedly, Atty. Sanhi deliberately committed dishonesty and misled

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<sup>3</sup> *Id.* at 4-5.

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

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

<sup>6</sup> *Id.* at 106-115.

<sup>7</sup> *Id.* at 6.

<sup>8</sup> *Id.* at 117-127; Penned by Presiding Judge Arthur O. Malabaguio.

<sup>9</sup> *Id.* at 6.

<sup>10</sup> *Id.* at 7.

<sup>11</sup> *Id.* at 189-199; Penned by Undersecretary Francisco F. Baraan III.

<sup>12</sup> *Id.*

<sup>13</sup> *Id.* at 200-202.

the courts by making it appear in his Manifestation<sup>14</sup> and Comment (To The Motion To Withdraw Information dated 19 February 2014)<sup>15</sup> that **the withdrawal of the Informations was the result of the compromise agreement between Emilio and Francis instead of admitting that the same was spurred by the resolution of the DOJ.**<sup>16</sup> By doing so, Atty. Sanhi made the false impression that the withdrawal of the Informations was at the behest of his client, in compliance with his prestation under the compromise agreement.<sup>17</sup>

Consequently, complainants filed the instant complaint before the Integrated Bar of the Philippines (IBP), charging Atty. Sanhi with violation of Rule 10.01 of the CPR for misleading the courts, and violation of Rule 10.02 of the CPR, for misquoting or misrepresenting the contents of a paper.<sup>18</sup> Atty. Sanhi allegedly violated the Lawyer's Oath for doing falsehood and infidelity to the trial courts. In addition, complainants charged Atty. Sanhi of violating Section 3(a), Rule IV of the 2004, Rules of Notarial Practice by notarizing the compromise agreement despite being a party thereto.<sup>19</sup>

In his Answer,<sup>20</sup> Atty. Sanhi asserted that the instant complaint was baseless and meant only to harass and pressure him to withdraw as counsel of Emilio, as he had zealously protected the latter's interests in accordance with the Lawyer's Oath and CPR. Moreover, he explained that he continued filing pleadings before the trial courts because the implementation of the compromise agreement was suspended for failure of the parties to agree on the sequence and schedule of compliance of the terms thereon.<sup>21</sup>

As to his notarization of the compromise agreement, Atty. Sanhi explained that he should not be held liable because he was not a contracting party but only the legal counsel of Emilio.<sup>22</sup>

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<sup>14</sup> *Id.* at 206-209.

<sup>15</sup> *Id.* at 209-212.

<sup>16</sup> *Id.* at 6; Emphasis supplied.

<sup>17</sup> *Id.* at 7.

<sup>18</sup> *Id.* at 8-10.

<sup>19</sup> *Id.* at 10-11.

<sup>20</sup> *Id.* at 247-258.

<sup>21</sup> *Id.* at 253-254.

<sup>22</sup> *Id.* at 253.

### Report and Recommendation of IBP Commissioner

After hearing, IBP Commissioner Oliver A. Cachapero (Commissioner Cachapero) issued his Report and Recommendation<sup>23</sup> dated 16 November 2018, recommending the imposition of the penalty of warning against Atty. Sanhi for unjustifiably withholding the filing of the pertinent affidavits of desistance for almost a year, which caused the exasperation of complainants.<sup>24</sup>

To Commissioner Cachapero, Atty. Sanhi's claim that the implementation of the compromise agreement was suspended was flatly belied by his actuation of citing said agreement as the basis for the withdrawal of the Informations against complainants.<sup>25</sup>

The Complaint against Atty. Sanhi for notarizing the compromise agreement was dismissed for utter lack of merit.<sup>26</sup>

### Ruling of the IBP Board of Governors

In an Extended Resolution<sup>27</sup> dated 20 April 2023, the IBP Board of Governors reversed the Report and Recommendation and dismissed the complaint against Atty. Sanhi. The dispositive portion of the extended Resolution reads:

*RESOLVED, to REVERSE, as it is hereby REVERSED, the Report and Recommendation of the Investigating Commissioner, and instead to recommend to **DISMISS** the complaint against the Respondent for lack of merit.*<sup>28</sup>

The IBP Board of Governors found that complainants miserably failed to prove Atty. Sanhi's liability as their allegations were merely based on surmises, conjectures, and suspicions.<sup>29</sup>

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<sup>23</sup> *Id.* at 422-429.

<sup>24</sup> *Id.*

<sup>25</sup> *Id.* at 428.

<sup>26</sup> *Id.*

<sup>27</sup> *Id.* at 430-434; Signed by Deputy Director Hilarion B. Buban.

<sup>28</sup> *Id.* at 434.

<sup>29</sup> *Id.*

### Issues

The issue for resolution is whether there is substantial basis to hold Atty. Sanhi administratively liable based on the allegations in the Complaint.

### Ruling of the Court

The Court adopts and approve the findings of facts and conclusions of law of the IBP Board of Governors.

Time and again, the Court has emphasized that “[t]he burden of proof in disbarment and suspension proceedings always rests on the complainant. The Court exercises its disciplinary power only if the complainant establishes the complaint by clearly preponderant evidence that warrants the imposition of the harsh penalty. As a rule, an attorney enjoys the legal presumption that he is innocent of the charges made against him until the contrary is proved. An attorney is further presumed as an officer of the Court to have performed his duties in accordance with his oath.”<sup>30</sup>

Moreover, in administrative proceedings against lawyers, the complainant must be able to prove the allegations in the complaint with substantial evidence, or that amount of relevant evidence that a reasonable mind might accept as adequate to support a conclusion.<sup>31</sup>

In the instant case, the Court agrees with the IBP Board of Governors that complainants’ allegations against Atty. Sanhi are mere conjectures and are not supported by any proof.

Atty. Sanhi’s failure or refusal to file any affidavit of desistance immediately after the approval of the compromise agreement, without more, cannot be taken against him. It bears stressing that the compromise agreement carries reciprocal obligations on the part of the contracting parties. “In reciprocal obligations, neither party incurs in delay if the other does not comply or is not ready to comply in a proper manner with what is incumbent upon him. From the moment one of the parties fulfills his obligation, delay by the other begins.”<sup>32</sup>

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<sup>30</sup> *Lanuza v. Atty. Magsalin*, 749 Phil. 104, 112 (2014).

<sup>31</sup> See *Galit-Inoy v. Inoy*, A.M. No. P-22-051, 20 July 2022.

<sup>32</sup> NEW CIVIL CODE, ARTICLE 1169.

Aside from complainants' bare allegations, there is nothing in the records to show that they had already complied with their obligations under the compromise agreement. For instance, they have not submitted into evidence a copy of their own affidavit of desistance in the cases they filed against Emilio and the others. They also did not submit into evidence the proof to show that they filed a withdrawal of petition for review in I.S. No. XV-03-INV-12A-0577,<sup>33</sup> as required under the compromise agreement. On the contrary, what they submitted is the DOJ's resolution on said petition for review, which establishes their own failure to comply with what was incumbent upon them as they let said petition for review proceed to its conclusion.

Thus, Emilio cannot be said to be in delay in fulfilling his obligations as complainants themselves did not comply or were not ready to comply with their obligations. Corollarily, since the compromise agreement was not being implemented by the parties, Atty. Sanhi, as Emilio's counsel, did only what every lawyer worth his salt ought to do. He dutifully continued protecting the interest of his client by prosecuting and filing the appropriate pleadings in the pending criminal cases where Emilio was the private complainant.

The Court likewise does not find any merit in complainants' assertion that Atty. Sanhi deliberately intended to make a false impression that the withdrawal of the charges against complainants was based on the compromise agreement. This is highly conjectural on the part of complainants. To be sure, the trial courts would not have been misled considering that the public prosecutors have previously submitted their motions, letting the courts know about the DOJ's resolution. Moreover, an impartial person would not think of any ill-motive on the part of Atty. Sanhi in stating that the withdrawal is consistent with the terms of the compromise agreement. Atty. Sanhi was only stating that his client assents to the withdrawal of the Informations in view of his execution of the compromise agreement. Dropping the charges was, in fact, one of the terms agreed upon by the parties under the Comprehensive Compromise Agreement. That is all there is to it.

At any rate, complainants should know that a motion to withdraw Information based on the resolution of the DOJ alone would not be automatically granted by the trial courts. Indeed, "once a complaint or information is already filed in court, any disposition of the case such as its dismissal or its continuation rests on the sound discretion of the court."<sup>34</sup> It is the best and sole judge on what to do with the case before it, and has the

<sup>33</sup> *Rollo*, pp. 109-110.

<sup>34</sup> *Social Security System v. Seno, Jr.*, G.R. No. 183478, 10 February 2020.

option to grant or deny the same. Said statement of Atty. Sanhi even proved to be beneficial as the trial courts, in resolving to grant the motions, gave due consideration to the existence of the compromise agreement between the parties.

It is basic in law that mere allegation is not evidence; it is not equivalent to proof. Thus, charges based on mere suspicion and speculation, such as it is here, cannot be given credence by the Court.<sup>35</sup> Consequently, the instant Complaint must fail.

**WHEREFORE**, premises considered, the Court resolves to **ADOPT** and **APPROVE** the findings of fact and recommendation of the Integrated Bar of the Philippines' Board of Governors. The instant administrative Complaint against respondent Atty. Jensen A. Sanhi is **DISMISSED**.

Accordingly, the case is **CLOSED** and **TERMINATED**.

**SO ORDERED."**

**By authority of the Court:**



**MARIA TERESA B. SIBULO**  
Division Clerk of Court, *11/13*  
**550**

**DEC 14 2023**

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<sup>35</sup> See *Macaventa v Atty. Noyda*, A.C. No. 11087, 12 October 2020.