



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. 12555 (Andres Amado G. Ruiz v. Atty. Eliezer C. Andrino).
– After a judicious study of the case, the Court resolves to **DISMISS** the instant administrative case against respondent Atty. Eliezer C. Andrino for lack of merit.

It is settled that ‘[a]cceptance of money from a client establishes an attorney-client relationship and gives rise to the duty of fidelity to the client’s cause.’¹ Once a lawyer agrees to handle a case, it is the lawyer’s duty to serve the client with competence and diligence.² Moreover, to warrant disciplinary sanctions, the burden of proof rests upon complainant Andres Amado G. Ruiz (complainant) to satisfactorily prove the allegations in his complaint through substantial evidence,³ which is defined as relevant evidence as a reasonable mind might accept as adequate to support a conclusion.⁴ In this case, however, complainant failed to show that respondent did not competently and diligently attend to the legal matter entrusted to him as to warrant disciplinary sanction on his part. Thus, ‘failure on the part of complainant to discharge his burden of proof by substantial evidence requires no other conclusion than that which stays the hand of the Court from meting out a disbarment order,’⁵ as in this case.

As to the restitution of the acceptance fee, it is well to point out that ‘acceptance fee refers to the charge imposed by the lawyer for merely accepting the case. This is because once the lawyer agrees to represent a client, he is precluded from handling cases of the opposing party based on the prohibition on conflict of interest. Thus, he incurs an opportunity cost by merely accepting the case of the client which is therefore indemnified by the payment of acceptance fee. Since the acceptance fee only seeks to compensate the lawyer for the lost opportunity, it is not measured by the nature and extent of the legal services rendered.’⁶ Be that as it may, the Court had not shied from ordering a return of acceptance fees in cases wherein the lawyer had been negligent in the handling of

¹ *Ignacio v. Atty. Alviar*, 813 Phil. 782, 790 (2017).

² See Canon 18 of the Code of Professional Responsibility (June 21, 1988).

³ See *Tablizo v. Attys. Golangco, Agbada, and Salazar*, A.C. No. 10636, October 12, 2020.

⁴ *Ignacio v. Atty. Alviar*, supra at 792.

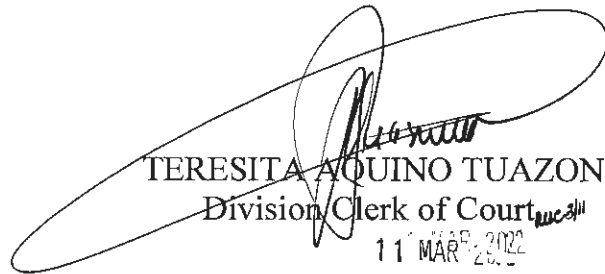
⁵ See *Tan v. Atty. Alvarico*, A.C. No. 10933, November 3, 2020.

⁶ *Dalupan v. Atty. Gacott*, 762 Phil. 1, 8 (2015).

his/her client's case.⁷ However, in this case, complainant likewise failed to prove by substantial evidence that there was negligence on respondent's part which would entail the return of acceptance fee.

SO ORDERED."

By authority of the Court:



TERESITA AQUINO TUAZON
Division Clerk of Court
11 MAR 2022

ANDRES AMADO G. RUIZ (reg)
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Brgy. Barrio Luz, Cebu City

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⁷ *Igracio v. Atty. Alviar*, supra note 1, at 793.