



REPUBLIC OF THE PHILIPPINES  
SUPREME COURT  
Manila

SECOND DIVISION

**NOTICE**

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **16 February 2022** which reads as follows:*

“**A.C. No. 13166 [Formerly CBD Case No. 17-5502] (Delia D. Josef v. Atty. Jacinto Blest A. Braga)**. – This instant administrative case arose from a Complaint-Affidavit<sup>1</sup> dated September 27, 2017 filed by Delia D. Josef (complainant) against respondent Atty. Jacinto Blest A. Braga (respondent) before the Committee on Bar Discipline of the Integrated Bar of the Philippines (IBP) for manifest violation of Rule 18.03 and Rule 18.04, Canon 18 of the Code of Professional Responsibility (CPR) and the Lawyer’s Oath.<sup>2</sup>

*The Antecedents*

Sometime in 2007, complainant and her daughter Jasmin Jewel Josef (Jasmin) engaged the services of respondent, who is Jasmin’s schoolmate, to process and facilitate (1) the payment of estate taxes left by complainant’s late husband, Engr. Leonardo P. Josef (Engr. Josef); and (2) the transfer of complainant’s conjugal property covered by Transfer Certificate of Title (TCT) No. N-77343 to complainant’s children through a deed of donation. In relation to such agreement, complainant issued various checks from 2007 to 2008 in the total amount of ₱270,000.00. Despite receipt of payment, respondent failed to comply with the agreement. Worse, respondent lost the copy of complainant’s TCT No. N-77343. As a compromise, respondent told complainant that he will file a request with the Regional Trial Court (RTC) for the issuance of a duplicate original of the lost title and that he will not charge complainant for the procedure. However, respondent still

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<sup>1</sup> *Rollo*, pp. 2-8.

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

failed to comply with any of his undertakings.<sup>3</sup>

In April 2017, or 10 years after the initial engagement, respondent finally informed complainant that the duplicate of the original TCT is due for release at the Land Registration Authority Main Office. However, respondent neither delivered the duplicate TCT to complainant nor gave a firm update on the status of any proceedings which he had allegedly undertaken. Instead, respondent issued two checks for ₱100,000.00 each which complainant encashed on June 13 and 29, 2017, respectively.<sup>4</sup>

On July 20, 2017, respondent paid complainant ₱30,000.00 in cash and issued a post-dated check dated August 4, 2017 in the amount of ₱40,000.00. However, the post-dated check bounced as it was drawn against insufficient funds.<sup>5</sup>

Hence, this complaint.

In his Answer,<sup>6</sup> respondent admitted that: (1) his services were engaged by complainant and her children for the extrajudicial settlement of the estate of Engr. Josef; (2) he told complainant that he would file a petition with the RTC for the issuance of a duplicate original of the lost title, but he had to take a leave from work due to his medical condition and left the matter to his subordinates; (3) the petition for the issuance of the duplicate original of the lost title was overlooked, and after realizing the delay, he offered to refund the entire amount given to him; (4) the check issued for ₱40,000.00 was dishonored as it coincided with another check that was encashed prior to the date it was deposited; (5) he immediately funded the check and requested complainant to re-deposit it; and (6) complainant did not re-deposit the check and instead instituted the instant complaint.<sup>7</sup>

#### *IBP Report and Recommendation*

In an undated Report and Recommendation,<sup>8</sup> Investigating Commissioner Edwin Orias Betguen (Investigating Commissioner) found that respondent violated Rule 18.03 and Rule 18.04, Canon 18,

<sup>3</sup> *Id.* at 2-3.

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

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

<sup>6</sup> *Id.* at 87-94.

<sup>7</sup> *Id.* at 87-89.

<sup>8</sup> *Id.* at 108-112.

and Canon 19 of the CPR. However, taking into consideration respondent's alleged illness, sincere apology, and reimbursement of the fees involved, the Investigating Commissioner recommended that respondent be admonished and warned to be circumspect and vigilant with his duties and responsibilities as a lawyer.<sup>9</sup>

On August 8, 2020, the IBP Board of Governors resolved to approve and adopt the report and recommendation of the Investigating Commissioner to admonish respondent with a stern warning that a repetition of the same shall be dealt with more severely.<sup>10</sup>

#### *The Issue*

The issue to be resolved is whether respondent should be held administratively liable despite the fact that he refunded to complainant the amount of ₱230,000.00.

#### *The Court's Ruling*

The Court adopts the findings of the IBP, but modifies the penalty to be imposed upon respondent.

An attorney-client relationship is imbued with utmost trust and confidence. Once a lawyer agrees to represent a client, he is duty-bound to serve the latter with utmost diligence and competence, mindful of the trust and confidence reposed upon him.<sup>11</sup> Evidently, respondent violated the following provisions of the CPR:

Canon 17 – A lawyer owes fidelity to the cause of his client and he shall be mindful of the trust and confidence reposed in him.

Canon 18 – A lawyer shall serve his client with competence and diligence.

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Rule 18.03 – A lawyer shall not neglect a legal matter entrusted to him, and his negligence in connection therewith shall render him liable.

Rule 18.04 – A lawyer shall keep the client informed of the

<sup>9</sup> *Id.* at 110-112.

<sup>10</sup> *Id.* at 106-107.

<sup>11</sup> *Francia v. Sagario*, A.C. No. 10938, October 8, 2019.

status of his case and shall respond within a reasonable time to the client's request for information.

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Canon 19 – A lawyer shall represent his client with zeal within the bounds of the law.

Respondent's act of receiving payment from complainant as compensation for his legal services and subsequently failing to render such services is a clear violation of the aforementioned provisions.<sup>12</sup> For 10 years, complainant was completely left in the dark regarding the status of the transfer of the title to her children, as well as the status of the payment of estate taxes of Engr. Josef. Worse, respondent lost complainant's TCT No. N-77343, undertook to cause the issuance of a duplicate original of the lost title, and thereafter reneged on his undertaking. Significantly, respondent also violated his oath as a lawyer, which substantially states that he will not "delay any man for money or malice and will conduct himself as a lawyer according to the best of his knowledge and discretion, with all good fidelity as well to the courts as to his client."<sup>13</sup>

Respondent likewise violated Rules 16.01<sup>14</sup> and 16.03<sup>15</sup> of the CPR when he not only failed to comply with his obligations but also kept complainant's money for over 10 years.

Jurisprudence teaches us that when a lawyer receives money from the client for a particular purpose, the lawyer is bound to render an accounting to the client showing that the money was spent for the intended purpose. Consequently, if not used accordingly, the money must be returned immediately to the client.<sup>16</sup>

In *Salazar v. Quiambao*,<sup>17</sup> the Court suspended the respondent lawyer from the practice of law for a period of three (3) years for having neglected a legal matter entrusted to him (*i.e.*, transfer of titles) despite having accepted the amount of ₱170,000.00 from therein complainant.

<sup>12</sup> *Ereñeta v. Salvado*, A.C. No. 10424, May 5, 2021.

<sup>13</sup> *Reyes v. Vitan*, 496 Phil. 1, 5 (2005).

<sup>14</sup> Rule 16.01 - A lawyer shall account for all money or property collected or received for or from the client.

<sup>15</sup> Rule 16.03 – A lawyer shall deliver the funds and property of his client when due or upon demand.  
x x x.

<sup>16</sup> *Olayta-Camba v. Bongon*, 757 Phil. 1 (2015).

<sup>17</sup> A.C. No. 12401, March 12, 2019

The same penalty was likewise imposed upon the respondent lawyer in *Jacolbia v. Panganiban*,<sup>18</sup> because of the respondent lawyer's inaction for a period of over 12 years despite having received the amount of ₱244,865.00 from his client. Similarly, herein respondent neglected the legal matter entrusted to him for a period of 10 years despite receipt of ₱270,000.00 from complainant. Thus, respondent should also be suspended from the practice of law for a period of three (3) years.

Nonetheless, the Court is not blind to the COVID-19 pandemic that plagued the country the past two years and strained the financial resources of the Filipino working citizens.<sup>19</sup> Considering that this appears to be respondent's first infraction, and that respondent reimbursed complainant with almost the entire amount of the fees that was received by him, the Court deems it proper to suspend respondent from the practice of law for a period of two (2) years, with a stern warning that a repetition of the same or similar act shall be dealt with more severely.

**WHEREFORE**, the Court finds respondent Atty. Jacinto Blest A. Braga **GUILTY** of violation of Rule 16.01 and Rule 16.03, Canon 17, Canon 18, Rule 18.03, Rule 18.04, and Canon 19 of the Code of Professional Responsibility and the Lawyer's Oath and hereby **SUSPENDS** him from the practice of law for a period of two (2) years. 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 respondent Atty. Jacinto Blest A. Braga. He is **DIRECTED** to immediately file a Manifestation with the Court that his suspension has started, copy furnished all courts and quasi-judicial bodies where he has entered his appearance as counsel. He is likewise **ORDERED** to return to complainant Delia D. Josef within five (5) days from receipt of this Resolution, the Transfer Certificate of Title No. N-77343 which complainant entrusted to him, as well as the balance of forty thousand pesos (₱40,000.00) which shall earn legal interest at the rate of six percent (6%) per annum from his receipt of this Resolution until full payment. In case the title can no longer be located, respondent is further **ORDERED** to replace it by filing the appropriate petition for the issuance of a new Owner's Duplicate Certificate of Title with the proper Regional Trial Court.

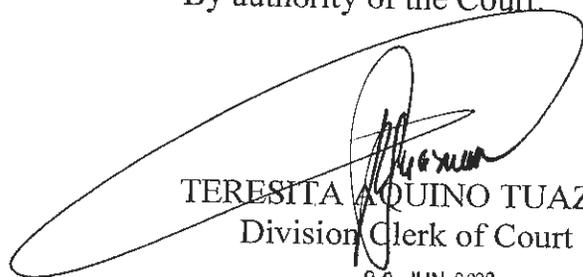
<sup>18</sup> A.C. No. 12627, February 18, 2020.

<sup>19</sup> *Bank of Commerce v. Borromeo*, G.R. No. 205632, June 2, 2020.

Let copies of this Resolution be furnished the Office of the Bar Confidant to be appended to respondent Atty. Jacinto Blest A. Braga's personal record, the Integrated Bar of the Philippines for their 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 o/a*  
02 JUN 2022

DELIA D. JOSEF (reg)  
Complainant  
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Supreme Court, Manila

\*HON. RAUL B. VILLANUEVA (x)  
Office of the Court Administrator  
Supreme Court, Manila

\*Note: For Circularization to all Courts.  
*Please notify the Court of any change in your address.*  
AC13166. 2/16/2022(67)URES