Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, First Division, issued a Resolution dated **January 25, 2023** *which reads as follows:*

"A.C. No. 13215 [Formerly CBD Case No. 19-5946] ***(Aileen D. Millan v. Atty. Rodrigo C. Domingo, Jr.).*** — Before the Court is a Complaint[1] for disbarment filed by Aileen D. Millan (complainant) against Atty. Rodrigo C. Domingo, Jr. (respondent) charging the latter with gross misconduct, issuance of worthless checks, and dishonesty.

Antecedents

On 14 January 2019, the Integrated Bar of the Philippines-Commission on Bar Discipline (IBP-CBD) received an administrative complaint[2] for disbarment against respondent. Complainant, as the authorized representative of Kompass Credit and Financing Corporation (KCFC), alleged that respondent committed gross misconduct for his refusal to pay the principal amount of his loan from KCFC in the amount of ₱15,000,000.00, including the accrued unpaid interests, charges, and penalties. She added that respondent substantially owned all the stocks of A.M. Flores & Co., Inc. (AMFCI)[3] and absolutely controlled the corporation that had no identity or separate personality of its own. Apparently, AMFCI, represented by respondent as AMFCI's President, obtained a Credit Line Loan Agreement with Promissory Note[4] (loan agreement) of ₱15,000,000.00 from KCFC on 21 October 2014. To secure the loan, the parties executed a Real Estate Mortgage[5] over four parcels of land as well as an undated Assignment of Rental Proceeds.[6] On 29 October 2014, the proceeds of the loan agreement were released to AMFCI and personally received by respondent.[7]

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1 *Rollo*, pp. 1-10
2 Id.
3 Now R.C. Brickwoods Corporation.
4 Id. at 23-25.
5 Id. at 27-33.
6 Id. at 36.
7 Id. at 1.

Complainant likewise charged respondent with dishonesty for his claim that he signed a blank loan agreement in his attempt to evade the payment of the loan obligation. Also, respondent issued postdated checks that were subsequently dishonored for having been drawn against insufficient funds.[8]

The IBP-CBD, thereafter, directed respondent to file his answer. In his Answer,[9] respondent averred that AMFCI was not furnished the original duplicate copies of the contracts. It was only on 29 May 2015 that respondent became aware of the usurious interest rates and penalty charges on the loan. He tried to negotiate for a penalty condonation and reduction of interest rate to no avail. Hence, he was constrained to file a complaint[10] for declaration of nullity of loan agreement, real estate mortgage and foreclosure proceedings. Thereafter, the trial court ruled in his favor by declaring the loan agreement and real estate mortgage null and void considering KCFC's failure to disclose the requirements mandated by Republic Act No. (RA) 3765.[11]

Respondent further averred that he did not act in his personal capacity as a lawyer or as a private citizen in the complained transaction. Neither could he be made liable for the bounced checks he issued. He contended that the case was filed against him because "a usurer, unsuccessful in its effort to collect usurious interests, charges, and profits through our courts of law, now seeks to wreak havoc on the lifetime career of a lawyer." [12] He explained that he did not deliberately fail to pay his debts with KCFC because he was not indebted to it personally.[13] On the issue of dishonesty, he countered that it was complainant herself who was dishonest since she suppressed the relevant, true, material and complete factual events.[14]

Report and Recommendation of the IBP

The Investigating Commissioner, in his Recommendation[15] dated 08 January 2021, found respondent to be administratively liable only as regards the issuance of worthless checks. In his letters to KCFC, respondent has confirmed that AMFCI was facing financial difficulties. Moreover, upon KCFC's presentment of the UPCB checks, at least two were dishonored for having been "drawn on insufficient funds."

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[8] Id. at 7-8.
[9] Id. at 99-118.
[10] Id. at 63-78.
[11] Entitled "AN ACT TO REQUIRE THE DISCLOSURE OF FINANCE CHARGES IN CONNECTION WITH EXTENSIONS OF CREDIT." Approved on 22 June 1963.
[12] *Rollo*, p. 113.
[13] Id.
[14] Id. at 100.
[15] Id., unpaginated; signed by Commissioner Dan Joseph T. Cruz.

Anent the issue of gross misconduct, considering that it was AMFCI which obtained the loan, it should be the one to pay the loan, not respondent in his personal capacity. Regarding respondent's claim that there were blanks in the loan agreement, particularly those portions on the interest rate and other charges, the IBP-CBD stated that it could not determine with certainty if the allegation made by respondent was dishonest. This, considering that the document submitted was a mere photocopy.

Since respondent was found to have issued at least two or up to four worthless checks, the IBP-CBD recommended that respondent be suspended from the practice of law for a period of one year.[16]

On 19 January 2021, Atty. Leonard de Vera, respondent's counsel, manifested to the IBP-CBD that respondent passed away on 12 December 2020.[17]

On 13 March 2021, the IBP Board of Governors passed Resolution No. CBD-2021-03-06,[18] reversing and setting aside the Report and Recommendation of the Investigating Commissioner, and dismissing the case against respondent, for being moot and academic, in view of the latter's death.

In the Report for Agenda[19] dated 28 March 2022, it was stated that "Per Office of the Bar Confidant no motion for reconsideration or petition for review was filed by either party as of 29 November 2021. As of 15 March 2022, CAS shows that no motion for reconsideration or petition for review was filed in this case."[20]

Ruling of the Court

It is settled that the death of the respondent in a complaint for disbarment renders the case moot and academic.[21] Since disbarment is a proceeding which is personal to the respondent, his death naturally extinguishes the proceeding, meriting the dismissal of the case. *Actio personalis moritur cum persona.*[22]

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[16] Id., unpaginated.
[17] Id. at 144-145.
[18] Id., unpaginated.
[19] Id., unpaginated.
[20] Id., unpaginated.
[21] See *Flores-Concepcion v. Castañeda*, A.M. No. RTJ-15-2438, 15 September 2020; see also *Guevara v. Calalang*, 202 Phil. 328, 330 (1982).
[22] See *Re: Investigation Report on the Alleged Extortion Activities of Presiding Judge Godofredo B. Abul, Jr., Branch 4, Regional Trial Court, Butuan City, Agusan Del Norte*, A.M. RTJ-17-2486, 08 September 2020; Sotto *v. De Guia*, 187 Phil. 268, 269 (1980); *Pelejo v. Zaballero*, 208 Phil 390, 392 (1983).

WHEREFORE, the complaint for disbarment against Atty. Rodrigo C. Domingo, Jr., is hereby **DISMISSED**. This case is further declared **CLOSED and TERMINATED** considering that no motion for reconsideration or petition for review was filed with the Court per records of the Office of the Bar Confidant.

SO ORDERED." ***Rosario, J.,*** *on official leave.*

By authority of the Court:

LIBRADA C. BUENA
Division Clerk of Court

by:

MARIA TERESA B. SIBULO
Deputy Division Clerk of Court

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FEB 13 2023

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