



SUPREME COURT OF THE PHILIPPINES
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Republic of the Philippines
Supreme Court
Manila

EN BANC

VIRGINIA N. JUMALON,
Complainant,

A.C. No. 9288

Members:

GESMUNDO, *Chief Justice,*
LEONEN,
CAGUIOA,
HERNANDO,
LAZARO-JAVIER,
INTING,
ZALAMEDA,
LOPEZ, M.,
GAERLAN,
ROSARIO,
LOPEZ, J.,
DIMAAMPAO,
MARQUEZ,
KHO, JR.,
SINGH, JJ.

-versus-

ATTY. ELMER DELA ROSA,
Respondent.

Promulgated:

January 31, 2023

X-----X

DECISION

PER CURIAM:

Antecedents

In her **Complaint**¹ dated October 24, 2011, Virginia N. Jumalon sought the disbarment of respondent Atty. Elmer Dela Rosa for violations of:

1. Rules 16.01² and 16.02³ of the Code of Professional Responsibility for respondent's failure to account all the money and property and keep the clients' funds separate and apart from those of his own; and

2. Canon 17⁴ of the Code of Professional Responsibility for respondent's infidelity and violation of the trust and confidence reposed in him by his clients when he sold the property (Comprehensive Agrarian Reform Program-awarded property) received by her husband under Republic Act No. 6657 - *the Comprehensive Agrarian Reform Law of 1988*.

Complainant averred that by virtue of the Comprehensive Agrarian Reform Program of 1988, the government awarded her husband Wilson Jumalon (Wilson) a parcel of land situated at Palalan, Lumbia, Cagayan De Oro City covered by Certificate of Title No. T-39589 as evidenced by **Beneficiary Certificate No. 0113214-3**⁵ dated December 23, 1991. Wilson, together with the other farmer-beneficiaries of the Comprehensive Agrarian Reform Program, established the Palalan Comprehensive Agrarian Reform Program Multi-Purpose Cooperative. The members of the cooperative appointed⁶ respondent as counsel and signatory to all the transactions involving the cooperative.

Wilson unfortunately died on March 3, 2001. After the death of her husband, she and her family continued to till and develop the awarded parcel of land.⁷

On February 18, 2008, she was surprised when her fellow farmer-beneficiaries informed her that respondent sold the awarded properties to an undisclosed buyer. She initially ignored the same because respondent never consulted her on the alleged sale transaction.⁸

¹ *Rollo*, pp. 3-9.

² **RULE 16.01** A lawyer shall account for all money or property collected or received for or from the client.

³ **RULE 16.02** A lawyer shall keep the funds of each client separate and apart from his own and those of others kept by him.

⁴ **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.

⁵ *Rollo*, p. 144.

⁶ *Id.* at 21-24.

⁷ *Id.* at 3.

⁸ *Id.*

Sometime in May 2009, she confronted the cooperative about the alleged sale transaction. Cooperative officers Mr. Lino D. Sajol (Mr. Sajol) and Mr. Alan Paingco (Mr. Paingco) confirmed the sale of the awarded properties to an undisclosed buyer for PHP 30.00 per square meter.⁹ The price, according to Mr. Sajol and Mr. Paingco, was better than nothing. Mr. Paingco later on insisted that she accept the proceeds of the sale lest the government would take back the awarded property for failure to pay amortization fees. He also threatened that the buyer was powerful and influential such that any case that may be filed would simply be dismissed.

She refused to accept the proceeds of the sale because she did not sign any waiver or deed of sale in favor of any third person nor authorized any officer, let alone, a third person, to collect the proceeds of the sale on her behalf.¹⁰ To her surprise and dismay, respondent released the proceeds of the sale to Eugene Gamolo's (Eugene) family members - Norma Lago and Asila Gamolo.¹¹

On February 20, 2011, a group of armed men from Dasia Security forcibly demolished their houses, improvements, and crops in their awarded property sans any court notice or order.¹²

Lastly, respondent earned bank interests on the PHP 30,000,000.00 representing the full settlement of the sale transaction of the awarded properties because he deposited the same in his personal bank account but he paid the farmer beneficiaries on installment basis.¹³

In his **Comment**,¹⁴ respondent countered that the subject parcel of land was under the name of Palanan Farmers Multi-Purpose Cooperative (later on named as Palanan Comprehensive Agrarian Reform Program Farmers Multi-Purpose Cooperative) and not in the name of complainant. Complainant's husband, Wilson, was the named farmer-beneficiary and not complainant herself.

Sometime in 2003, complainant personally visited his law office informing him of the death of her husband. Complainant even asked for PHP 20,000.00 in exchange of all the rights and interest of her husband in the awarded property. He was not swayed by complainant's offer and instead instructed her to cultivate the parcels of land in her husband's honor.¹⁵

⁹ *Id.* at 4.

¹⁰ *Id.*

¹¹ *Id.* at 5.

¹² *Id.* at 4.

¹³ *Id.* at 7.

¹⁴ *Id.* at 76-101.

¹⁵ *Id.* 77.

He denied selling Wilson's awarded property to an undisclosed buyer. On the contrary, Wilson no longer held any interest in the said property as early as 1992. For Wilson conveyed the property to Eugene *via* a **Deed of Sale of Acquired Rights**¹⁶ on November 3, 1992, *viz.*:

DEED OF SALE OF ACQUIRED RIGHTS

I, WILSON JUMALON, of legal age, married[,] and a resident of Palalan, Lumbia, Cagayan De Oro City, after having duly sworn to in accordance with law[,] do hereby depose and state:

That I am an owner of a certain parcel of land located at Sitio Palalan, Lumbia, Cagayan De Oro City being the beneficiary of CARP as evidenced by the CARP Beneficiary Certification so to form an integral part of this instrument;

That I am in possession of the said parcel of land since then and until now;

That for and in consideration of FIFTE[E]N THOUSAND ([P]15,000[.00]) I surrender my right appurtenant thereof to EUGENE GAMOLO, of legal age, married[,] and a resident of Camaman-an, Cagayan De Oro City, his heirs, assigns[,] and successors in interest, the receipt whereof in full is hereby acknowledged by me;

That I am fully aware that as a consequence of this document, I waive and quitclaim my rights over the parcel [of land] covered by CARP Beneficiary Certification in favor of [sic] EUGEN[E] GAMOLO, his heirs assigns[,] and successor[s] in interest; that further state that I guarantee the peaceful possession of [sic] Eugene Gamolo over the said parcel of land.

IN WITNESS WHEREOF, [h]ave hereunto set my hand voluntarily this 3rd day of November 1992 in the presence of two witnesses at the City of Cagayan De Oro.

Signed
WILSON JUMALON
Vendor¹⁷

On even date, Wilson also executed an **Affidavit of Waiver and Quitclaim**¹⁸ in favor of Eugene, *viz.*:

I, WILSON JUMALON, of legal age, married[,] and a resident of Palalan, Lumbia, Cagayan de Oro City, after having duly [sworn] to in accordance with law, hereby depose and say:

¹⁶ *Id.* at 104.

¹⁷ *Id.*

¹⁸ *Id.* at 103.

1. That I am the beneficiary of CARP under CARP Beneficiary Certificate [N]o. 0113215-3, over [a] parcel of land situated at Sitio Palalan, Lumbia, Cagayan de Oro City, containing an estimated area of EIGHTE[E]N THOUSAND (18,000[.00]) square meters;

2. That my right over the said parcel of land, by virtue of this instrument[,] is hereby waive[d] in favor of EUGENE GAMOLO, his heirs, assigns[,] and successors and quitclaim whatever right appurtenant thereto or acquired by me in the process, in favor of [sic] Eugene Gamolo[;]

3. That I voluntarily executed this affidavit of waiver and quitclaim [sic] free of any threats, force[,] and intimidation of any nature.

IN WITNESS WHEREOF, I have hereunto set my hand on this 3rd day of November 1992 in the City of Cagayan De Oro.

Signed
WILSON JUMALON
[A]ffiant

For complainant to still claim the proceeds of the sale of the parcel of land after receiving the consideration of PHP 15,000.00 from Eugene would be tantamount to unjust enrichment.

At any rate, he was authorized to sell the parcels of land by virtue of the cooperative's by-laws which vested him the "*final authority in the management and administration of the affairs of the cooperative.*" The proceeds of the sale were outrightly distributed in tranches to their respective owners from the cooperative's Metrobank Account No. 4263426501300.

He added that even if the cooperative might have won the Annulment of Title case against Philippine Veterans Bank, the owners still stood to lose their respective parcels of land either by foreclosure for non-payment of amortization fees to the Land Bank of the Philippines or by auction sale for non-payment of realty taxes.

Lastly, he manifested that he attended to his duties and defended the farmer-beneficiaries' cause even without a single centavo paid by them.

**Report and Recommendation of the
Integrated Bar of the Philippines—
Commission on Bar Discipline**

In its Report and Recommendation¹⁹ dated September 27, 2021, the Report and Recommendation of the Integrated Bar of the Philippines—Commission on Bar Discipline recommended that the complaint against respondent be dismissed for lack of merit. It held that complainant failed to support her case with clear and convincing evidence.

Resolution of the Integrated Bar of the Philippines—Board of Governors

By Resolution²⁰ dated April 23, 2022, the Integrated Bar of the Philippines—Board of Governors resolved to adopt and approve the Report and Recommendation of the Integrated Bar of the Philippines—Commission on Bar Discipline’s Report and Recommendation dated September 27, 2021.

Per verification with the Office of the Bar Confidant, no motion for reconsideration or Petition for Review was filed by either party as of August 4, 2022. The Integrated Bar of the Philippines elevated the entire case records to the Court since the Integrated Bar of the Philippines’ Resolution is merely recommendatory.

Ruling of the Court

Disciplinary proceedings against lawyers are *sui generis*. They are neither purely civil nor purely criminal which involve a trial of an action or a suit. They are rather investigations by the Court into the conduct of its officers. Public interest is their primary objective, and the real question for determination is whether or not the lawyer should still be allowed the privileges as such.²¹

Respondent very well knew that membership in the Bar is a privilege burdened with conditions. It is not a natural, absolute, or constitutional right granted to everyone who demands it, but rather, a special privilege granted and continued only to those who demonstrate special fitness in intellectual attainment and in moral character.²²

¹⁹ *Id.* at 278-282.

²⁰ *Id.* at 275-276.

²¹ See *Ladrera v. Osorio*, A.C. No. 10315, January 22, 2020.

²² Re: Rolando S. Torres, 767 Phil. 676, 682 (2015).

As a privilege bestowed by law through the Supreme Court, membership in the Bar can be withdrawn where circumstances concretely show the lawyer's lack of the essential qualifications required of lawyers.²³ In the determination whether a lawyer is still worthy to be in the roll of attorneys, the quantum of proof necessary for a finding of guilt is substantial evidence, *i.e.*, that amount of relevant evidence that a reasonable mind might accept as adequate to support a conclusion.²⁴

We now resolve the complaint on the merits.

Respondent violated the Code of Professional Responsibility when he failed to inform his client of the sale of the Comprehensive Agrarian Reform Program awarded property

As a member of the Bar, respondent pledged to assist his clients with full competence and utmost diligence. Enshrined under the Lawyer's Oath is his duty to delay no man for money or malice, and 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 clients.²⁵ By taking the Lawyer's Oath, respondent swore to live by the exacting standards demanded by the profession and his actions guided by the Code of Professional Responsibility.

Canons 17 and 18 of the Code of Professional Responsibility provide that the lawyer owes fidelity to the cause of his or her client and should never neglect a legal matter entrusted to him or her, *viz.*:²⁶

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.

Part of the lawyer's duty to his or her client is to avoid representing conflicting interests.²⁷ Every case accepted by a lawyer deserves full attention, diligence, skill, and competence, regardless of importance. A lawyer also owes it to the court, the clients, and other lawyers to be candid and fair.²⁸ The rule against conflict of interest prohibits a lawyer from representing new clients whose interests oppose those of a former client in any manner, whether or not they are parties in the same action or on totally unrelated cases, since

²³ See *Garrido v. Garrido*, 625 Phil. 347, 366 (2010).

²⁴ See *Aguirre v. Reyes*, A.C. No. 4355, January 8, 2020.

²⁵ See *Katipunan v. Carrera*, A.C. No. 12661, February 19, 2020.

²⁶ See *Vda. De Dominguez v. Agleron*, 728 Phil. 541, 544 (2014).

²⁷ See *Romero v. Evangelista*, 826 Phil. 593 (2018).

²⁸ See *Nery v. Sampana*, 742 Phil. 531, 536 (2014).

the representation of opposing clients, even in unrelated cases, is tantamount to representing conflicting interests or, at the very least, invites suspicion of double-dealing which the Court cannot allow.²⁹

Rules 15.01 and 15.03, Canon 15 of the Code of Professional Responsibility ordain:

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

RULE 15.01 A lawyer, in conferring with a prospective client, shall ascertain as soon as practicable whether the matter would involve a conflict with another client or his own interest, and if so, shall forthwith inform the prospective client.

X X X X

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.³⁰

The fiduciary duty of every lawyer towards his or her client requires the lawyer to conscientiously act in advancing and safeguarding the latter's interest.³¹ The lawyer owes his or her client entire devotion to the latter's genuine interest, and warm zeal in the maintenance and defense of his or her rights. A lawyer is expected to exert his or her best efforts and ability to preserve his or her client's cause, for the unwavering loyalty displayed to his or her client, likewise, serves the ends of justice.³² The lawyer's failure or neglect to safeguard the cause of his or her clients constitutes a serious breach of the Lawyer's Oath and the canons of professional ethics, and renders him or her liable for gross misconduct.³³

Here, respondent failed to live up to his duty to protect his clients with full competence, and to attend to their cause with utmost diligence, care, and devotion. After the death of Wilson, his wife (complainant) and their children acquired the right to the awarded property pursuant to Republic Act No. 6657.³⁴ Respondent, however, utterly failed to protect the interest of Wilson

²⁹ See *Buenavista Properties, Inc. v. Deloria*, 838 Phil. 583 (2018).

³⁰ Code of Professional Responsibility, June 21, 1988.

³¹ See *Ramiscal v. Orro*, 781 Phil. 318 (2016).

³² See *Camara v. Reyes*, 612 Phil. 1-8 (2009).

³³ *Supra* note 32.

³⁴ **SECTION 27. Transferability of Awarded Lands.**— Lands acquired by beneficiaries under this Act may not be sold, transferred or conveyed except through hereditary succession, or to the government, or to the LBP, or to other qualified beneficiaries for a period of ten (10) years: *Provided*, however, that the children or the spouse of the transferor shall have a right to repurchase the land from the government or LBP within a period of two (2) years. Due notice of the availability of the land shall be given by the LBP to the Barangay Agrarian Reform Committee (BARC) of the barangay where the land is situated. The Provincial Agrarian Reform Coordinating Committee (PARCCOM) as herein provided, shall, in turn, be given due notice thereof by the BARC.

If the land has not yet been fully paid by the beneficiary, the rights to the land may be transferred or conveyed, with prior approval of the DAR, to any heir of the beneficiary or to any other beneficiary who,

and his heirs when he sold the awarded property to an undisclosed buyer and the proceeds thereof, remitted to third persons.

To justify his actions though, respondent invoked Wilson's **Affidavit of Waiver and Quitclaim** and **Deed of Sale of Acquired Rights** both executed on November 3, 1992. In consideration of PHP 15,000.00, Wilson waived his rights over his awarded parcel of land covered by Certificate No. 0113215-3 consisting of 18,000 square meters more or less, situated at Sitio Palalan, Lumbia, Cagayan de Oro City, in favor of Eugene, his heirs, assigns, and successors-in-interest.

Section 27 of Republic Act No. 6657 otherwise known as the *Comprehensive Agrarian Reform Law of 1988*, however, prohibits the disposition of the awarded parcels of land except through hereditary succession, or to the government, or to the Land Bank of the Philippines, or to other qualified beneficiaries within 10 years from the award thereof, *viz.*:

SECTION 27. *Transferability of Awarded Lands.* — Lands acquired by beneficiaries under this Act may not be sold, transferred or conveyed except through hereditary succession, or to the government, or to the LBP, or to other qualified beneficiaries for a period of ten (10) years: Provided, however, That the children or the spouse of the transferor shall have a right to repurchase the land from the government or LBP within a period of two (2) years. Due notice of the availability of the land shall be given by the LBP to the Barangay Agrarian Reform Committee (BARC) of the barangay where the land is situated. The Provincial Agrarian Reform Coordinating Committee (PARCCOM) as herein provided, shall, in turn, be given due notice thereof by the BARC.

If the land has not yet been fully paid by the beneficiary, the rights to the land may be transferred or conveyed, with prior approval of the DAR, to any heir of the beneficiary or to any other beneficiary who, as a condition for such transfer or conveyance, shall cultivate the land himself. Failing compliance herewith, the land shall be transferred to the LBP which shall give due notice of the availability of the land in the manner specified in the immediately preceding paragraph.

In the event of such transfer to the LBP, the latter shall compensate the beneficiary in one lump sum for the amounts the latter has already paid, together with the value of improvements he has made on the land.³⁵

as a condition for such transfer or conveyance, shall cultivate the land himself. Failing compliance herewith, the land shall be transferred to the LBP which shall give due notice of the availability of the land in the manner specified in the immediately preceding paragraph.

In the event of such transfer to the LBP, the latter shall compensate the beneficiary in one lump sum for the amounts the latter has already paid, together with the value of improvements he has made on the land. (Comprehensive Agrarian Reform Law of 1988, Republic Act No. 6657, June 10, 1988).

³⁵ Comprehensive Agrarian Reform Law of 1988, Republic Act No. 6657, June 10, 1988.

Sans any approval, let alone, participation by the Department of Agrarian Reform, respondent took it upon himself to recognize Wilson's transfer of the awarded parcel of land to Eugene barely a year from the award thereof. Too, the sale of the property took place within the 10-year prohibited period under Republic Act No. 6657. The disposition by mere affidavit was not filed before the Department of Agrarian Reform precisely because the same would never attain recognition. In the eyes of the law, therefore, Wilson and his heirs are the true owners of the awarded parcel of land.

True, this is not the proper forum to determine the propriety of Wilson's disposition of the awarded parcel of land to Eugene. But for respondent to take refuge behind Wilson's disposition by mere affidavit executed within the prohibited period is an utter disrespect to the clear letter and intent of Republic Act No. 6657 - to pursue a Comprehensive Agrarian Reform Program where the welfare of the landless farmers and farmworkers will receive the highest consideration to promote social justice and to move the nation toward sound rural development and industrialization, and the establishment of owner cultivatorship of economic-size farms as the basis of Philippine agriculture.³⁶

Apart from taking it upon himself to recognize Wilson's disposition, respondent sold the awarded property to an undisclosed buyer, sans Wilson's nor his heirs' consent; and remitted the proceeds thereof to Eugene and his successors-in-interest. As mentioned, Wilson's heirs are still the lawful owners of the awarded parcel of land and should have received the sale proceeds of their land.

In effect, respondent left Wilson and his heirs groping in the dark the whole time about the status of their property and only for them to later on discover that the only piece of land they owned was already in another person's name. That Wilson might have benefited from the transfer of the awarded property to Eugene is not a valid defense and does not warrant the dismissal of the present complaint. In a disbarment proceeding, it is immaterial that the complainant is *in pari delicto* because this is not a proceeding to grant relief to the complainant, but one to purge the law profession of unworthy members, to protect the public and the courts.³⁷

That respondent did abandon the cause of his clients is evident from his own Comment:

To the respondent's own opinion, but with due respect to the members of his client, the Cooperative, the general membership of the Cooperative were thinking that although with herein respondent's unpaid legal services and help, they might have won the Annulment of Title case filed by the Philippine Veterans Bank against the Cooperative but they will all stand to lose the land due to foreclosure by the Land Bank due to non-

³⁶ *Id.*

³⁷ See *Zaguire v. Castillo*, 446 Phil. 861 (2003).



payment of realty taxes. It seems that no member of the cooperative would want to “hold an empty bag”, so to [speak], and would better have some financial benefit out of a sale of the land beyond the ten-year prohibited period which expired in 2002.

In essence, respondent is saying it was better for the awarded property to be sold than remain with Wilson and his heirs since at the end of the day anyway, the property would still be foreclosed by the Land Bank of the Philippines or repossessed by the government for non-payment of realty taxes. By his own words, respondent actually advocates an interest hostile to his clients – Wilson and his heirs. This is double-dealing in its most exploitative form in violation of Rules 15.01 and 15.03, Canon 15 of the Code of Professional Responsibility.

Respondent resorted to a nefarious scheme to circumvent the law and used his legal knowledge to further the interests of the undisclosed buyer of the awarded property to the great prejudice of Wilson and his heirs. He did not only tarnish the image of the Bar and degrade the integrity and dignity of the legal profession, he also betrayed everything that the legal profession stands for.³⁸ This gross misconduct merits the supreme penalty of disbarment.

The Court takes judicial notice of the fact that respondent employed the same scheme in *Palalan Carp Farmers Multi-Purpose Coop v. Dela Rosa*.³⁹ There, respondent sold the awarded properties of the other farmer-beneficiaries and members of the Palalan Cooperative but refused to reveal the details of the sale itself, let alone, the buyer’s identity. Respondent even sowed fear in the minds of the farmer-beneficiaries who expressed reservations on the fairness of the terms of the sale especially with respect to the extremely low price of PHP 30.00 per square meter. The Court ruled:

Respondent had proven himself disloyal to his client — exploitative, untrustworthy, and a double-dealer. The client's land had been sold. The client did not know who the buyer was. Respondent acted to protect the buyer's interest, and in all likelihood, his as well. The client did not know and still does not know how much was actually paid for the land. Money flowed from an account set-up by Respondent himself and although under the Cooperative's name, Respondent alone had access to it. The cash proceeds of the sale have not been accounted for to this date.⁴⁰

The Court, thus, considered respondent’s double-dealing and abandonment of the cause of his clients as gross misconduct and meted him the supreme penalty of disbarment.

³⁸ See *Stemmerick v. Mas*, 607 Phil. 89 (2009).

³⁹ 859 Phil. 52 (2019).

⁴⁰ *Id.*

Respondent deposited the proceeds of the sale in his own bank account.

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.⁴¹ Rules 16.01⁴² and 16.02⁴³ of the Code of Professional Responsibility mandate:

RULE 16.01 A lawyer shall account for all money or property collected or received for or from the client.

RULE 16.02 A lawyer shall keep the funds of each client separate and apart from his own and those of others kept by him.

Though Metrobank with Account No. 4263426501300 is under the name of Palalan Comprehensive Agrarian Reform Program Multi-Purpose Cooperative, it does not escape us that only respondent had access to this account. The deposit and withdrawal slips adduced in evidence show that respondent had sole access to this account. He appears to be the only signatory thereto.

The Court arrived at the same conclusion in *Palalan Carp Farmers Multi-Purpose Coop v. Dela Rosa*,⁴⁴ viz.:

x x x x The client did not know who the buyer was. Respondent acted to protect the buyer's interest, and in all likelihood, his as well. The client did not know and still does not know how much was actually paid for the land. Money flowed from an account set-up by Respondent himself and although under the Cooperative's name, Respondent alone had access to it. The cash proceeds of the sale have not been accounted for to this date.⁴⁵

Respondent therefore violated Rules 16.01⁴⁶ and 16.02⁴⁷ of the Code of Professional Responsibility for his failure to account all the money, property, and keep the clients' funds separate and apart from his own.

⁴¹ See *Meneses v. Macalino*, 518 Phil. 378-387 (2006).

⁴² **RULE 16.01** A lawyer shall account for all money or property collected or received for or from the client.

⁴³ **RULE 16.02** A lawyer shall keep the funds of each client separate and apart from his own and those of others kept by him.

⁴⁴ *Supra* note 39.

⁴⁵ *Id.*

⁴⁶ **RULE 16.01** A lawyer shall account for all money or property collected or received for or from the client.

⁴⁷ **RULE 16.02** A lawyer shall keep the funds of each client separate and apart from his own and those of others kept by him.

Penalty

Respondent's acts of abandoning his client's cause and advocating interest hostile to his clients constitute gross misconduct for which he must be administratively liable. Section 27, Rule 138 of the Rules of Court governs the disbarment and suspension of attorneys, *viz.*:

Section 27. Disbarment and suspension of attorneys by the Supreme Court; grounds therefor. — A member of the bar may be disbarred or suspended from his office as attorney by the Supreme Court for any deceit, malpractice, or other gross misconduct in such office, grossly immoral conduct, or by reason of his conviction for a crime involving moral turpitude, or for any violation of the oath which he is required to take before admission to practice, or for a willful disobedience of any lawful order of a superior court, or for corruptly or willfully appearing as an attorney for a party to a case without authority to do so. The practice of soliciting cases at law for the purpose of gain, either personally or through paid agents or brokers constitute malpractice.

The Court abhors the very acts complained of in this case – double-dealing and abandonment of a client's cause. The Court, however, notes that respondent had already been disbarred in *Palalan Carp Farmers Multi-Purpose Coop v. Dela Rosa*⁴⁸ involving the very same scheme and acts complained of in this case.

Since the acts complained of in this case were the very same acts which became the grounds for respondent's earlier disbarment, the Court should, in the strict sense, impose the same supreme penalty. In our laws, however, there is no double or multiple disbarment, for the simple reason that an errant lawyer cannot serve two penalties of disbarment simultaneously.⁴⁹

In *Professional Services, Inc. v. Rivera, (Rivera)*⁵⁰ the Court imposed a fine of PHP 100,000.00 on the errant lawyer who was earlier disbarred but was found liable anew for violation of the lawyer's fiduciary duty to his client.

Applying *Rivera*, a fine of PHP 100,000.00 is likewise imposed on respondent for his gross misconduct. Further, the Court resolves to foreclose any opportunity for judicial clemency in favor of respondent. Note that the acts committed here are considered serious and should have merited the supreme penalty of disbarment, had he not been already disbarred earlier. The fact that he committed another serious infraction of similar nature reflects his incorrigible character, nay, negative prospects for rehabilitation.⁵¹

⁴⁸ *Supra* note 39.

⁴⁹ See *Nicolas v. Laki*, A.C. No. 12881, February 9, 2021.

⁵⁰ A.C. No. 11241, November 3, 2020.

⁵¹ See *R. v. Khosravi*, 2019 BCSC 509; and *R. v. Pete*, 2019 BCCA 244 cited in *Law Society of BC v. Mansfield*, 2019 LSBC 27.

A Final Note

The Court takes this opportunity to remind the members of the Bar that once they take up the cause of their clients, they are duty bound to serve these clients with competence, and to attend to their cause with diligence, care, and devotion regardless of whether the lawyers accepted the cases for a fee or for free.⁵² Once they agree to handle a case, they should undertake the task with dedication and care.⁵³ Failure to do so is a reprehensible conduct which the Court has considered, time and again, an embarrassment and dishonor to the legal profession⁵⁴ and renders the lawyer liable for gross misconduct, as in this case.

ACCORDINGLY, the Court finds Atty. Elmer Dela Rosa liable for violations of Canons 15, 17, 18, Rules 15.01, 15.02, 16.01, and 16.02 of the Code of Professional Responsibility, for which he is **FINED PHP 100,000.00 to be paid within fifteen (15) days from notice**. Further, in view of his earlier disbarment in A.C. No. 12008 and being a repeat offender, he is adjudged to be **ineligible for judicial clemency**.

Let a copy of this Decision be attached to his personal record in the Office of the Bar Confidant.

Furnish a copy of this Decision to the Integrated Bar of the Philippines for its information and guidance; and the Office of the Court Administrator for dissemination to all courts of the Philippines.

SO ORDERED.

⁵² See *Andres v. Lucero*, A.C. No. 9016, February 24, 2020 (Notice).

⁵³ See *Collado v. Pangan*, A.C. No. 12145, March 13, 2019.

⁵⁴ See *Lorenzo-Nucum v. Cabalan*, A.C. No. 9223, June 9, 2020.

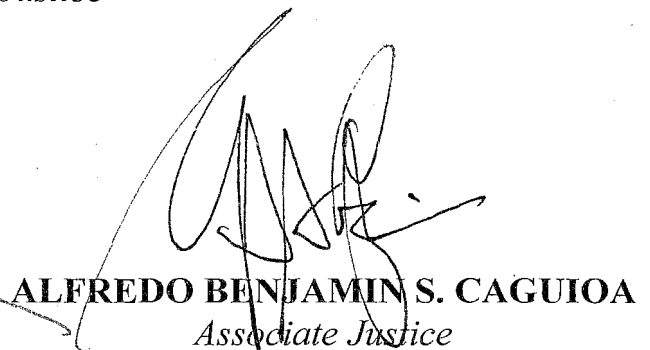
WE CONCUR:



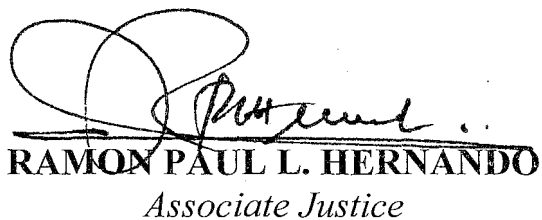
ALEXANDER G. GESMUNDO
Chief Justice



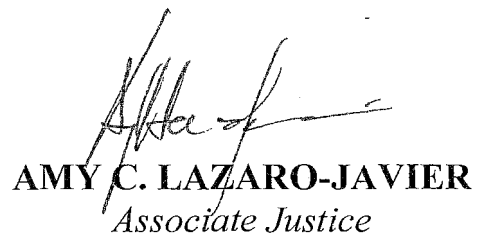
MARVIC M.V.F. LEONEN
Associate Justice



ALFREDO BENJAMIN S. CAGUIOA
Associate Justice



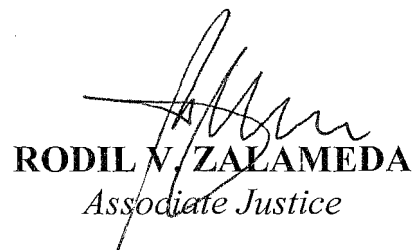
RAMON PAUL L. HERNANDO
Associate Justice



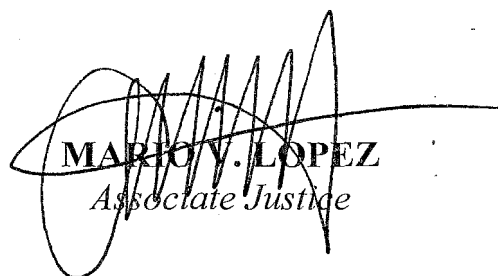
AMY C. LAZARO-JAVIER
Associate Justice



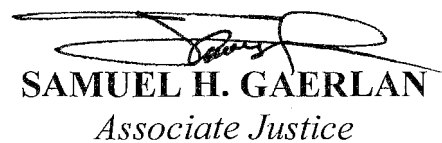
HENRI JEAN PAUL B. INTING
Associate Justice



RODIL V. ZALAMEDA
Associate Justice



MARIO V. LOPEZ
Associate Justice



SAMUEL H. GAERLAN
Associate Justice



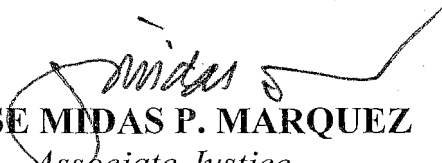
RICARDO R. ROSARIO
Associate Justice



JHOSEP Y. LOPEZ
Associate Justice



JAPAR B. DIMAAMPAO
Associate Justice



JOSE MIDAS P. MARQUEZ
Associate Justice



ANTONIO T. KHO, JR.
Associate Justice



MARIA FILOMENA D. SINGH
Associate Justice