



Republic of the Philippines  
Supreme Court  
Baguio City

THIRD DIVISION

CRISENTE L. CAPARAS,  
*Complainant,*

A.C. No. 13376 [Formerly  
CBD No. 19-6116]

Present:

-versus-

CAGUIOA, J., *Chairperson,*  
INTING,  
GAERLAN,  
DIMAAMPAO, and  
SINGH, JJ.

Promulgated:

ATTY. ALWIN P. RACELIS,  
*Respondent.*

January 11, 2023

*Mis-DCBatt*

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DECISION

INTING, J.:

This resolves the Complaint<sup>1</sup> for disbarment filed by Crisente L. Caparas (complainant) against Atty. Alwin P. Racelis (respondent) for alleged violation of the Lawyer's Oath and the Code of Professional Responsibility (CPR).

*The Antecedents*

In his complaint-affidavit, complainant alleged the following matters:

On December 5, 2017, complainant approached respondent

<sup>1</sup> Rollo, pp. 3-7.

regarding his intent to file an ejectment case against “the Pacias” involving complainant's land located in Calamigan, Tiaong, Quezon Province (subject property).<sup>2</sup> Respondent accepted the engagement and in turn, complainant paid him a total sum of ₱35,000.00.<sup>3</sup> More particularly, complainant paid respondent ₱20,000.00 in cash<sup>4</sup> and the balance of ₱15,000.00 via money remittance<sup>5</sup> as he returned to Canada already.<sup>6</sup>

On December 20, 2017, while in Canada, complainant sent an electronic mail<sup>7</sup> (e-mail) to respondent informing him that the payment of ₱15,000.00 was sent via money remittance.<sup>8</sup> On December 21, 2017, respondent acknowledged receipt of complainant's message further stating that:

As soon as the [Barangay] Certification is made available, [I] will immediately send [a] formal demand letter and file our complaint po. Will keep you posted.<sup>9</sup>

On even date, complainant furnished his sister-in-law and appointed representative, Guia Lindo (Guia), of the reply of respondent.<sup>10</sup> On February 27, 2018, complainant sent an e-mail<sup>11</sup> to respondent asking for an update on the ejectment case and informing him that he authorized Guia to look after his concern over the subject property. Respondent, however, did not reply to complainant's e-mail.<sup>12</sup>

In separate occasions on March 15, 2018 and June 27, 2018, complainant tried calling respondent via Facebook Messenger application (Messenger) but to no avail.<sup>13</sup> Meanwhile, on December 24, 2018, complainant sent another e-mail<sup>14</sup> asking respondent why one year had passed yet he had not given any update on the ejectment case. Respondent did not reply to complainant's e-mail.<sup>15</sup>

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<sup>2</sup> Id. at 3.  
<sup>3</sup> Id. at 3 and 10.  
<sup>4</sup> Id.  
<sup>5</sup> Id. at 11.  
<sup>6</sup> Id. at 4.  
<sup>7</sup> Id. at 12.  
<sup>8</sup> Id. at 4.  
<sup>9</sup> Id. at 12.  
<sup>10</sup> Id. at 4.  
<sup>11</sup> Id. at 13.  
<sup>12</sup> Id. at 4.  
<sup>13</sup> Id. at 15.  
<sup>14</sup> Id. at 13-14.  
<sup>15</sup> Id. at 4.



In March 2019, complainant sent respondent another message through Messenger asking anew for an update on the ejectment case, but the latter did not answer the query.<sup>16</sup>

Having received no response from respondent, complainant informed the Commission on Bar Discipline of the Integrated Bar of the Philippines (IBP) of respondent's inaction in his ejectment case. In response, on January 11, 2019, the IBP required complainant to file a verified complaint before it.<sup>17</sup>

Complainant contended that respondent's act of sleeping on the rights of his client (herein complainant) clearly showed the defiance of respondent to the Lawyer's Oath and the CPR. By reason of which, complainant insisted that respondent must be disbarred from the practice of law and be ordered to return the amount of ₱35,000.00 that complainant paid him plus legal interest.<sup>18</sup>

On the other hand, respondent in his Answer<sup>19</sup> denied that he violated the Lawyer's Oath and the CPR, and instead, he contended that:

Respondent met complainant in person only once. Because complainant returned to Canada already, it was one Cecilia L. Pangan (Cecilia) who visited and coordinated with respondent. During her visits, respondent asked Cecilia to provide the necessary documents for the ejectment complaint. When Cecilia visited respondent in January 2018, she asked for ₱2,000.00 instead of giving him documents relative to the ejectment case. Believing that Cecilia had permission from complainant to get money, respondent gave Cecilia the amount she asked for. After that day, Cecilia neither returned the money she asked from respondent nor visited his office again.<sup>20</sup>

Sometime in February or March 2018, Guia visited respondent's office, introduced herself as the sister-in-law of complainant, and informed respondent that Cecilia would no longer represent complainant in the ejectment case. Respondent coordinated with Guia and eventually, Guia brought to respondent the *barangay* certification to file action and photographs of the subject property. Guia also informed respondent that

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<sup>16</sup> Id. at 4-5 and 17.

<sup>17</sup> Id. at 5 and 18.

<sup>18</sup> Id. at 5-6.

<sup>19</sup> Id. at 23-29.

<sup>20</sup> Id. at 24-25.



complainant wanted to contact him via e-mail. Respondent however told Guia that he preferred communication by text messaging or phone call. After sometime, Guia no longer visited respondent, and the latter did not receive any document relative to the ejectment case. Despite this, in May 2018, respondent proceeded and sent a demand letter to the Pacias directing them to vacate the subject property.<sup>21</sup>

After the conduct of the mandatory conference, the parties submitted their respective position papers, as directed in the IBP Order<sup>22</sup> dated February 7, 2020.

For his part, complainant argued in his Position Paper<sup>23</sup> that respondent violated the Lawyer's Oath, Canon 17 as well as Rule 18.03 and Rule 18.04 of Canon 18 of the CPR. Complainant contended, among others, that:

10. It is worth pointing out that the respondent managed to immediately reply via email when he was informed by the Complainant that he sent the balance of P15,000.00 through Reliable Peso Remit, but has since then failed to communicate about the status of the case thereafter. His excuse of preferring communication through text or phone call [is not] at all acceptable. x x x

x x x x

13. The respondent submits that he [is] willing to give a full refund of the P35,000.00 paid to him, with interests. However, that does [not] rectify the injury caused by the delay of the ejectment proceedings against the unlawful tenants [on] the land of the complainant. x x x.<sup>24</sup>

Meanwhile, respondent in his Position Paper<sup>25</sup> stated that while he admittedly failed to take notice of complainant's e-mails, to ask for his disbarment was too harsh a proposition given that he relied on the complainant's representatives and he could not risk his client's case without the complete documents for its filing.<sup>26</sup>

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<sup>21</sup> Id. at 25-26.

<sup>22</sup> Id. at 41; rendered by Commissioner Sherwin D. Vizconde.

<sup>23</sup> Id. at 45-51.

<sup>24</sup> Id. at 48-49.

<sup>25</sup> Id. at 70-79.

<sup>26</sup> Id. at 75-76.



*The Proceedings before the IBP*

In his Report and Recommendation<sup>27</sup> dated July 29, 2020, Investigating Commissioner Sherwin D. Vizconde (Investigating Commissioner) recommended that respondent be ordered to refund the amount of ₱35,000.00 to complainant plus interest, and that respondent be suspended from the practice of law for one (1) month. He further recommended that respondent be admonished and sternly warned that the commission of the same or similar acts shall be dealt with more severely.<sup>28</sup>

The Investigating Commissioner stated that through inordinate delay, respondent knowingly slept on the rights of complainant and had shown a repugnant conduct unbecoming of a lawyer. He also averred that respondent's negligence was beyond dispute; that respondent failed to inform the complainant of the status of the ejection case for more than one year; and that despite follow-ups, through e-mail and Messenger, respondent failed to inform complainant of the status and development of the ejection case.<sup>29</sup>

The Investigating Commissioner emphasized that in the advent of technological advances, and knowing that his client is based in Canada, respondent must have exerted efforts to establish a means of communicating to complainant, other than through text or phone calls. He also opined that considering that respondent sent his confirmation of receipt of the balance of his professional fees (₱15,000.00), respondent should have had diligently communicated to complainant the progress of the ejection case.<sup>30</sup>

In the Resolution No. CBD-XXV-2021-11-21<sup>31</sup> dated November 19, 2021, the IBP Board of Governors resolved to modify the Report and Recommendation of the Investigating Commissioner. It recommended to instead impose upon respondent the penalty of suspension from the practice of law for a period of three (3) months and for respondent to return to complainant the sum of ₱35,000.00 with legal interest from the finality of the Court's ruling adopting the recommendation, but without the imposition of admonition with warning, after taking into consideration the facts of the case.

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<sup>27</sup> Id. at 86-92; penned by Commissioner Sherwin D. Vizconde.

<sup>28</sup> Id. at 91-92.

<sup>29</sup> Id. at 90.

<sup>30</sup> Id. at 90-91.

<sup>31</sup> Id. at 84-85.

*Issue*

Did respondent commit any act in violation of the Lawyer's Oath and/or the Code of Professional Responsibility?

*Our Ruling*

The Lawyer's Oath explicitly provides that a lawyer must *not* delay any person for money or malice and that he or she must conduct oneself as a lawyer with all good fidelity to the courts and to his clients.

Canon 17<sup>32</sup> of the CPR also underscores the responsibility of a lawyer to be faithful to the cause of the client and be mindful of the trust and confidence bestowed upon him or her by the latter. Meanwhile, Canon 18<sup>33</sup> stresses that a lawyer must serve the client with competence and diligence. Thus, a lawyer must not neglect any legal matter entrusted to him or her and must inform the client of the status of the case and respond within a reasonable time to the client's request for information. This is pursuant to Rules 18.03<sup>34</sup> and 18.04<sup>35</sup> of Canon 18, and as aptly ruled by the Court in *Balmaceda v. Atty. Uson*<sup>36</sup> (*Balmaceda*):

[At] the very moment a lawyer agrees to be engaged as a counsel, he is obliged to handle the same with utmost diligence and competence until the conclusion of the case. He is expected to exert his time and best efforts in order to assist his client in his legal predicament. Neglecting a legal cause renders him accountable under the Code of Professional Responsibility, specifically, under Rule 18.03 thereof, x x x[.]<sup>37</sup>

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<sup>32</sup> Canon 17 of the Code of Professional Responsibility (CPR) provides:

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.

<sup>33</sup> Canon 18 of the CPR provides:

CANON 18 — A lawyer shall serve his client with competence and diligence.

<sup>34</sup> Rule 18.03 of the CPR provides:

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

<sup>35</sup> Rule 18.04 of the CPR provides:

Rule 18.04 — A lawyer shall keep the client informed of the status of his case and shall respond within a reasonable time to the client's request for information.

<sup>36</sup> 833 Phil. 596 (2018).

<sup>37</sup> *Id.* at 603.

To be sure, the relationship of a lawyer and his or her client is fiduciary in nature. A lawyer is therefore expected to observe a high standard of legal competence. He or she must dedicate one's full attention and skill to a case, regardless of its significance and of whether the case was accepted for a fee or not.<sup>38</sup> Moreover, when the Court speaks of competence and diligence, it refers to the full dedication given by a lawyer, not only in reviewing the entrusted cases, but it covers the responsibility of the lawyer to properly represent the client before any court or tribunal, attend hearings or conferences as well as *prepare the necessary pleadings and file the case with reasonable dispatch*.<sup>39</sup>

In the present case, respondent failed to observe the diligence and competence expected of him as complainant's lawyer in the ejectment case. His act of receiving money as professional fees in handling such case and eventually failing to render legal service is a clear violation of his fiduciary relationship with his client.<sup>40</sup>

To emphasize, respondent communicated to complainant via e-mail his receipt of the balance of his professional fees. Verily, respondent's argument that he relayed to complainant's representative that he preferred communication by text message or phone call is of no moment. Respondent himself initially made use of e-mail as a means of connecting with complainant. Complainant can thus be expected to look forward to the subsequent update from respondent by e-mail correspondence. On this, the Court quotes with approval the following observation of the Investigating Commissioner:

[W]hile the respondent managed to reply via email when he was informed by the Complainant that the balance of [P]15,000.00 [was already sent by money remittance], he failed to use his email as a means to communicate with [complainant] after he got the money. The excuse proffered by respondent is too lame and flimsy to be given credit. Yet, despite the efforts exerted and the vigilance exhibited by complainant, respondent neglected and failed to fulfill his obligation under Rules 18.03 and 18.04 to keep his client informed of the status of his case and to respond within a reasonable time to the client's request for information. Truly in this modern digital age, a man can easily find ways and means to communicate if he wants to.<sup>41</sup>

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<sup>38</sup> *Sanchez v. Atty. Perez*, A.C. No. 12835, February 3, 2021, citing *Caranza Vda. De Saldivar v. Atty. Cabanes, Jr.*, 713 Phil. 530, 537-538 (2013).

<sup>39</sup> *Id.*

<sup>40</sup> See *Balmaceda v. Atty. Uson*, 833 Phil. 596, 607 (2018).

<sup>41</sup> *Rollo*, p. 91.

The Court also observed that respondent did not explain why he failed to answer the Messenger calls of complainant. Notably, respondent's mere excuse for failing to diligently perform his legal duty on the ejectment case was the absence of the necessary documents for its filing. However, as discussed, despite the repeated follow-ups of complainant via e-mail and calls through Messenger, respondent neither informed complainant of the need of these documents nor relayed to the latter that his representative had not yet submitted to respondent the needed documents.

It is settled that the duty of a lawyer to keep one's client regularly updated on the progress of the case is pivotal in preserving the fiduciary nature of their relationship. In the instant case, respondent miserably failed to update complainant of any development in the intended ejectment case. Respondent is expected *not* to wait for complainant to ask for information but must advise the latter, without any delay, pertinent matters on his case. However, respondent simply ignored and failed to observe this duty to the damage of complainant. The Court further observed that while respondent averred that he sent a demand letter to the Pacias, he did not attach such letter in his Answer and/or Position Paper in this administrative case. Even granting that he indeed sent said demand letter, he did not communicate this matter to complainant, also in violation of his duties under the Lawyer's Oath and the CPR.

Complainant even had to repeatedly inquire and request for updates regarding the ejectment case but to no avail. To the inconvenience of complainant, he even had to engage the services of a counsel who assisted him in filing this administrative case. Without doubt, if respondent wanted to file the ejectment case, he could have acquired all necessary information from complainant who constantly requested an update on the case. However, respondent did not take action to communicate with complainant and respondent's omission evidently showed his want of due care and accordingly warrants disciplinary action.<sup>42</sup>

For having been found guilty of negligence in handling the cause of his client, and violating Rules 18.03 and 18.04 of the CPR, the Court finds it proper to suspend respondent from the practice of law for *six (6) months* with a warning that the commission of the same or similar act shall be dealt with more severely.<sup>43</sup> Respondent is also ordered to return to complainant the amount of ₱35,000.00 that the latter paid him with

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<sup>42</sup> See *Atty. Solidon v. Atty. Macalalad*, 627 Phil. 284 (2010).

<sup>43</sup> See *Sanchez v. Perez*, A.C. No. 12835 (Resolution), February 3, 2021.



interest at the rate of 6% *per annum* from the finality of this Decision until paid in full.

In *Atty. Solidon v. Atty. Macalalad*,<sup>44</sup> therein complainant, Atty. Elmer C. Solidon (Atty. Solidon), engaged Atty. Ramil E. Macalalad (Atty. Macalalad) to handle the judicial titling of a real property owned by the relatives of Atty. Solidon. Despite his engagement, receipt of professional fees (₱50,000.00), and follow-ups from Atty. Solidon, Atty. Macalalad failed to file any petition for registration of therein subject property. For which reason, the Court suspended Atty. Macalalad from the practice of law for six (6) months with stern warning that a repetition of the same or similar act shall be dealt with more severely. Atty. Macalalad was also ordered to return the money he received from Atty. Solidon plus interest.

Meanwhile, in *Castro, Jr. v. Atty. Malde, Jr.*,<sup>45</sup> complainant therein, Ruperto G. Castro, Jr. (Castro, Jr.), engaged Atty. Bartolome G. Malde, Jr. (Atty. Malde, Jr.) for the institution of the necessary complaint with the National Labor Relations Commission. Atty. Malde, Jr. accepted his professional fees (₱6,200.00) and documents incidental to the intended labor case. Despite Castro, Jr.'s repeated requests for update, Atty. Malde, Jr. however failed to inform him that no case was filed. Consequently, the Court suspended Atty. Malde, Jr. for six (6) months from the practice of law with warning that a repetition of the same or similar act shall be dealt with more severely.

In turn, in *Balmaceda*, complainant therein, Edmund Balmaceda (Balmaceda), sought the legal service of Atty. Romeo Z. Uson (Atty. Uson) for the filing of an ejectment case concerning the purported illegal occupation of his brother over his (Balmaceda) real property. However, despite full payment of Atty. Uson's professional fees (₱75,000.00), several follow-ups from Balmaceda, and the lapse of two years, Atty. Uson did not file the ejectment case. Thus, the Court imposed upon Uson the penalty of six (6) months suspension from the practice of law with stern warning. The situation in *Balmaceda* is similar to the present case in that respondent failed to file the intended ejectment case against the Pacias.

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<sup>44</sup> 627 Phil. 284 (2010).

<sup>45</sup> A.C. No. 12221 (Notice), June 10, 2019.



Accordingly, in line with prevailing jurisprudence, the imposition of suspension from the practice of law for six (6) months on respondent is in order. This is with a stern warning that the commission of the same or similar act shall be dealt with more severely. Also guided by prevailing jurisprudence, respondent is ordered to return to complainant the amount of ₱35,000.00 with interest at the rate of 6% *per annum* from the finality of this Decision until fully paid.

**WHEREFORE**, respondent Atty. Alwin P. Racelis is **GUILTY** of violating the Lawyer's Oath, Canon 17 as well as Rules 18.03 and 18.04 of Canon 18 of the Code of Professional Responsibility. He is **SUSPENDED** from the practice of law for six (6) months with **STERN WARNING** that a repetition of the same or similar act shall be dealt with more severely. Respondent Atty. Alwin P. Racelis is also ordered to return to complainant Crisente L. Caparas the amount of ₱35,000.00 with interest at the rate of 6% *per annum* from the finality of this Decision until paid in full.

The suspension of respondent Atty. Alwin P. Racelis from the practice of law shall take effect immediately upon his receipt of this Decision. He is **DIRECTED** to immediately file a Manifestation to the Court that his suspension has started, copy furnished to all courts and quasi-judicial bodies where he has entered his appearance as counsel.

Let copies of this Decision be furnished the Office of the Bar Confidant and appended to respondent Atty. Alwin P. Racelis' personal record, and the Office of the Court Administrator and the Integrated Bar of the Philippines for their information and guidance.

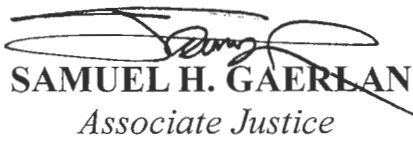
**SO ORDERED.**

  
**HENRIJEAN PAUL B. INTING**  
*Associate Justice*

WE CONCUR:



**ALFREDO BENJAMIN S. CAGUIOA**  
*Associate Justice*  
*Chairperson*



**SAMUEL H. GAERLAN**  
*Associate Justice*



**JAPAR B. DIMAAMPAO**  
*Associate Justice*



**MARIA FILOMENA D. SINGH**  
*Associate Justice*

