



Republic of the Philippines
Supreme Court
Baguio City

FIRST DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, First Division, issued a Resolution dated April 26, 2023, which reads as follows:

“A.C. No. 13429 [Formerly CBD Case No. 11-3101 (*Maricel Algabre v. Atty. Federico C. Cabilao, Jr.*)].—Before this Court is a Complaint for Disbarment¹ dated July 18, 2011 filed by Maricel Algabre (Algabre) before the Integrated Bar of the Philippines (IBP) against Atty. Federico C. Cabilao, Jr. (Atty. Cabilao), for violating the Lawyer’s Oath and the Code of Professional Responsibility (CPR).

The Facts

Version of complainant Algabre

Algabre engaged the services of Atty. Cabilao to represent her in an *estafa* case² pending before the Regional Trial Court (RTC) of Cebu City, which was filed against her by Emmanuel P. Roden (Roden) in 2007.³ Since she was working abroad, Algabre did not receive the subpoena and the notices during the preliminary investigation. Consequently, a warrant of arrest was issued against her, prompting her to engage Atty. Cabilao’s services for a fee.⁴

A few days after, Atty. Cabilao informed her that he already negotiated a settlement with Roden for PHP 700,000.00, an amount supposedly beyond that which involved the pending *estafa* case. Due to Atty. Cabilao’s insistence and for fear of being arrested, Algabre reluctantly acquiesced.⁵

¹ *Rollo*, Vol. I, pp. 1-20; CBD Case No. 11-3101.

² Criminal Case No. CBU-81365.

³ *Rollo*, Vol. I, pp. 23-24.

⁴ *Id.* at 1.

⁵ *Id.* at 4.

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On November 22, 2010, Algabre gave PHP 50,000.00 to Atty. Cabilao as partial payment for the settlement with Roden, followed by an additional amount of PHP 150,000.00, for a total of PHP 200,000.00.⁶

Apart from this, when Algabre inquired about the renewal of her driver's license, Atty. Cabilao volunteered to handle it for her for PHP 5,000.00⁷ which she immediately paid since she feared that she might get arrested. Algabre ended up processing the same herself but Atty. Cabilao never returned the amount she provided for this purpose.⁸

Moreover, when Algabre consulted about her intention to set up a business in Cebu, Atty. Cabilao offered his company, FEDCA Corp., for Algabre and her business partner to take over, in the amount of PHP 150,000.00 (PHP 100,000.00 for the purchase of the corporation and PHP 50,000.00 for the administrative fees).⁹ However, since this deal did not push through, Atty. Cabilao proposed to process the registration of Algabre's corporation instead, for which Algabre paid PHP 33,500.00,¹⁰ excluding notarial fees.¹¹

Supposedly, too, Atty. Cabilao insisted that Algabre should buy his car for PHP 200,000.00. She partially paid PHP 50,000.00 but was surprised to learn that the receipt indicated that the total price was PHP 350,000.00.¹² Atty. Cabilao explained to her that such was the case because the payment would be fulfilled in installments. They renegotiated until the price was reduced to PHP 250,000.00.¹³ Algabre paid another PHP 50,000.00 but the receipt did not reflect that the remaining balance was only PHP 150,000.00.¹⁴

After some time, when Algabre inquired about the receipts signed by Roden, Atty. Cabilao started ignoring her. Eventually, without Atty. Cabilao's assistance, Algabre posted bail for the pending *estafa* case.¹⁵

On June 6, 2011, Algabre sent a termination letter¹⁶ to Atty. Cabilao and asked for a liquidation of the payments she made which were intended for the settlement of the *estafa* case. Afterwards, to her shock, Roden showed up at her house and informed her that unless she pays, she will be arrested by the police officers who accompanied him. Roden was also surprised that Algabre posted bail.¹⁷

⁶ Id. at 4-5.

⁷ Id. at 34.

⁸ Id. at 6.

⁹ Id. at 35.

¹⁰ Id. at 37-39.

¹¹ Id. at 6-8.

¹² Id. at 40.

¹³ Id. at 41.

¹⁴ Id. at

¹⁵ Id. at 10-11.

¹⁶ Id. at 42.

¹⁷ Id. at 11-12.

On June 9, 2011, Algabre sent another letter¹⁸ to Atty. Cabilao demanding the return of PHP 140,000.00 (PHP 100,000.00 for the car; PHP 35,000.00 for the settlement of the *estafa* case; and PHP 5,000.00 for the processing of her driver's license).¹⁹

On June 11, 2011, Algabre received a liquidation report and billing statement²⁰ dated May 19, 2011 from Atty. Cabilao. Since Atty. Cabilao charged her for other matters, she allegedly still owed him PHP 220,000.00.²¹

On June 13, 2011, Algabre again sent a letter²² to Atty. Cabilao disputing the charges and reiterating her demand for the return of PHP 140,000.00. Atty. Cabilao's office supposedly refused to receive such letter.²³

On July 13, 2011, Algabre received a subpoena from the Office of the City Prosecutor of Cebu City. It turned out that Atty. Cabilao filed a separate *estafa* case against her for not returning the car. Additionally, he filed a case for Replevin with Damages and Attorney's Fees against her, and a writ of replevin²⁴ was issued in favor of Atty. Cabilao.²⁵

Version of respondent Atty. Cabilao

Atty. Cabilao denied Algabre's accusations, stating that she fabricated the charges, that he exerted all efforts to protect her interests, and that he accounted for all the money he received from her. He averred that he filed a case against her to protect his own interest.²⁶

According to Atty. Cabilao, Roden's claim against Algabre amounted to PHP 1,400,000.00 and that only a portion of such amount was the subject of the *estafa* case which Roden already filed. Yet, Roden refused to settle the case unless Algabre pays first her other obligations to Roden. Given that Atty. Cabilao convinced Roden to accept a PHP 700,000.00 settlement, it showed that he made it a point to protect Algabre's interest. Atty. Cabilao asserted that his services were limited only to investigating the pending *estafa* case as well as other cases which Roden may have filed against Algabre, and to negotiate a settlement with Roden.²⁷

¹⁸ Id. at 43.

¹⁹ Id.

²⁰ Id. at 46.

²¹ Id.

²² Id. at 47.

²³ Id.

²⁴ Id. at 53, 55.

²⁵ Id. at 15.

²⁶ Id. at 87-88.

²⁷ Id. at 32-33, 82.

Supposedly, the PHP 700,000.00 settlement should have been paid in full but Atty. Cabilao convinced Roden to receive PHP 200,000.00 first on December 22, 2010, with the remaining balance to be paid on or before February 15, 2011. Atty. Cabilao prepared Roden's Affidavit of Desistance²⁸ for him to show to his (Roden's) lawyer and to sign when the payment of the balance of PHP 500,000.00 has been made. Unfortunately, Algabre failed to pay Roden the balance of PHP 500,000.00.²⁹ As a result, the *estafa* case against her was revived and a warrant of arrest was served on her. In an Affidavit,³⁰ Roden denied confessing anything to Algabre regarding Atty. Cabilao's supposed irregular dealings. Instead, Roden recognized Atty. Cabilao's sincerity and effort in settling the case of Algabre. In any case, posting bail was Algabre's own decision since she failed to pay the balance of PHP 500,000.00 to Roden. Had she paid the balance, she would have been spared the expense because the *estafa* case would have likely been dismissed based on the Affidavit of Desistance that Atty. Cabilao prepared.³¹

As for the PHP 5,000.00, Atty. Cabilao explained that if the renewal of the driver's license without Algabre's appearance would not be feasible, he will just apply the amount to other expenses which would be incurred in relation to the corporation which Algabre wanted to set up. Algabre did not object to this arrangement and such payment was reflected in the billing statement. In addition, all payments which he received from her were all duly acknowledged.³²

Algabre informed Atty. Cabilao that her business partner, an Indian national, and some foreign investors, expressed interest in investing in prime properties in the country. Due to Algabre's request, Atty. Cabilao, along with his wife, as well as Algabre and the Indian national, went to Panglao, Bohol to inspect the property which he offered, considering that he is also a real estate broker. The property he offered for sale had a clean title. Algabre paid for all the expenses for the trip.³³

Likewise, Atty. Cabilao offered to sell his car to Algabre for PHP 350,000.00 and not for PHP 200,000.00. This is because Algabre was only renting an old car and he wanted to help her. Atty. Cabilao acknowledged the payments totaling PHP 100,000.00. After five months, Algabre unilaterally rescinded the sale, leaving Atty. Cabilao no choice but to demand for the return of the car. He subsequently filed a case for *estafa*³⁴ and replevin against Algabre.³⁵

²⁸ Id. at 92. See also *rollo*, Vol. I, p. 91. "Acknowledgment Receipt" dated December 22, 2010.

²⁹ Id. at 82-84, 86; 93-94.

³⁰ Id. at 93-95.

³¹ Id. at 86.

³² Id. at 84-85.

³³ Id. at 85, 89.

³⁴ Id. at 96-97.

³⁵ Id. at 50-51, 56-65, 69-72, 85-86.

Atty. Cabilao did not inquire about Algabre's personal life.³⁶ He did not insinuate that Algabre had lots of money since she is an overseas worker. He did not claim to have connections in court and in government offices. Instead, Algabre was the one who volunteered information about her marriage, as she planned to file an annulment case against her husband.³⁷

Report and Recommendation of the Integrated Bar of the Philippines

In a Report and Recommendation³⁸ dated October 8, 2019, the Investigating Commissioner of the IBP-Commission on Bar Discipline recommended the suspension of Atty. Cabilao from the practice of law for one year for violating Rule 1.03, Rule 1.02, Rule 15.07, Rule 18.08, and Canon 19, of the CPR.

The Investigating Commissioner found that the issue on legal fees due to Atty. Cabilao, as well as the sale of the car, could have been avoided had he prepared written agreements duly signed by Algabre. He should not have merely relied on acknowledgment receipts since such slips are nothing more but proofs of receipt of payment and are not binding to Algabre as she was not a party thereto.³⁹

However, Atty. Cabilao violated Rule 1.02 of the CPR which states that a lawyer should not counsel or abet activities aimed at defiance of the law or in lessening confidence in the legal system. Respondent lawyer admitted that he was aware that an Information was already filed against Algabre. Yet, instead of advising her to submit to the authorities and post bail, he convinced Algabre to re-channel the funds for posting bail to pay the principal obligation in the *estafa* case.⁴⁰ Apart from this, Atty. Cabilao stated that he no longer verified the information related to the Batas Pambansa Blg. 22 case due to the supposed settlement with Roden, even while he also claimed that he immediately verified the criminal cases filed against Algabre after his services were engaged. Such conflicting statements should be taken against Atty. Cabilao.⁴¹ He even requested Roden not to cause the enforcement of the standing warrant of arrest pending negotiation of the settlement, an unethical act aimed at defying the law and lessening confidence in the legal system. He likewise instructed Algabre to "avoid public places" instead of posting bail, supposedly because it will take time before the settlement (on installment basis) with Roden will materialize.⁴²

³⁶ *Id.* at 83.

³⁷ *Id.* at 85.

³⁸ *Rollo*, Vol. II, pp. 2-18. Penned by Commissioner Maria Leobeth B. Deslate-Delicana.

³⁹ *Id.* at 13-14.

⁴⁰ *Id.* at 14.

⁴¹ *Id.* at 15.

⁴² *Id.*

Moreover, Atty. Cabilao violated Rule 15.07 of the CPR which mandates a lawyer to impress upon his client compliance with the laws and the principles of fairness. He admitted that he volunteered, free of charge, to check with the Land Transportation Office (LTO) if Algabre's driver's license could be renewed without personal appearance. Additionally, he knew that the renewal of the license will cost around PHP 1,000.00 only, and not PHP 5,000.00. By asking for a higher amount, Atty Cabilao intended to use the money not only for renewal but also to bribe people to facilitate the transaction.⁴³

The Investigating Commissioner opined that the *estafa* case which Atty. Cabilao filed against Algabre had no basis, as the allegations were insufficient, particularly on the purported acts of fraud or deceit committed by Algabre.⁴⁴

Lastly, Atty. Cabilao violated Rule 18.03 and Canon 19 of the CPR, as he neglected to effectively handle the *estafa* case filed against Algabre and fully protect her interest. He should have prepared a Compromise Agreement, specifically stating that such would cover the settlement of all three checks which Algabre issued to Roden. Although the Affidavit of Desistance prepared by Atty. Cabilao indicated that the amount is also for the settlement of the other dishonored checks, Roden could refuse to sign it despite payment because his undertaking in the Acknowledgment Receipt was merely to desist from pursuing the pending criminal case.⁴⁵

Thus, the Investigating Commissioner concluded that the suspension of Atty. Cabilao from the practice of law for one year for violating Canon 19, as well as Rules 1.03, 1.02, 15.07, and 18.03 of the CPR, is warranted. Atty. Cabilao was negligent as a lawyer, to wit:

4.26.1. He did not prepare any agreement for [Algabre] to sign as regards his services for the incorporation, resulting in disagreement as to his fees;

4.26.2. He did not prepare the Deed of Conditional Sale for the sale of his vehicle to [Algabre], resulting in disagreement as to purchase price;

4.26.3. He did not prepare a Compromise Agreement between [Algabre] and [Roden] to protect [Algabre's] interest;

4.27. He filed the baseless *estafa* case against [Algabre]; and

4.28. He lessened [Algabre's] confidence in the legal system and advised [Algabre] to do acts in defiance of the law.

4.28.1. He volunteered to renew [Algabre's] driver's license without personal appearance.

⁴³ Id. at 15-16.

⁴⁴ Id. at 16.

⁴⁵ Id. at 16-17.

4.28.2. He requested [Roden], a private individual, not to enforce the warrant of arrest.

4.28.3. He counseled [Algabre] to just avoid public places instead of posting bail, putting the liberty of [Algabre] at risk.⁴⁶

In a Resolution⁴⁷ dated February 28, 2020, the IBP-Board of Governors (BOG) resolved to adopt and approve the findings and recommendation of the Investigating Commissioner to suspend Atty. Cabilao from the practice of law for one year.

Atty. Cabilao filed a Motion for Reconsideration⁴⁸ dated December 4, 2020 followed by an Amended Motion for Reconsideration⁴⁹ dated December 14, 2020. He essentially argued that:

- (a) There was no negligence in this case since: (i) there is no law or rule requiring transactions to be in writing; (ii) [Algabre] never [asked] for a written agreement for his services for incorporation and the service is a mere administrative one; (iii) as for the absence of the deed of sale for the car, the acknowledgment receipts showed the balance of the purchase price and [Algabre] admitted the selling price in her letter; (iv) as for the drafting of the compromise agreement, his billing to [Algabre] showed that he drafted one and the preparation of a compromise agreement is within the legal discretion of the handling lawyer;
- (b) He did not encourage his client to evade warrant of arrest in that: (i) it is not the duty of defense counsel to advise accused to surrender to the authorities; (ii) his duty is to advise client to post bail and the advantage of doing so; (iii) advising a client to avoid public places pending settlement is not an unethical misconduct; and (iv) requesting the adverse party not to enforce the warrant is an empty request, as he is not authorized to enforce a warrant of arrest;
- (c) He did not file a baseless estafa case, since the prosecutor and the Department of Justice found probable cause to indict [Algabre] for estafa; and
- (d) He did not advise [Algabre] that he can secure her driver's license without personal appearance. Instead, he merely undertook to check if a driver's license could be procured without personal appearance given that [Algabre] had an outstanding warrant of arrest. When it was not possible, he returned the money [given] to him by [Algabre] for that purpose.⁵⁰

⁴⁶ Id. at 17-18.

⁴⁷ Id. at 1.

⁴⁸ Id. at 26-42.

⁴⁹ Id. at 52-68.

⁵⁰ *Rollo*, Vol. II, unpaginated; Extended Resolution dated June 22, 2021, pp. 2-3.

The IBP-BOG granted Atty. Cabilao's motion for reconsideration through Resolution No. CBD-2021-06-16⁵¹ dated June 5, 2021, finding that he committed no unethical conduct. Thus, it reversed and set aside its February 28, 2020 Resolution and dismissed the Complaint.

Through an Extended Resolution⁵² dated June 22, 2021, the IBP-BOG explained that it was not required for Atty. Cabilao to reduce his contract with Algabre in writing (regarding the car) since the law recognized oral or verbal contracts; thus, his failure to do so does not amount to professional negligence.

As to his filing of an *estafa* case, the IBP-BOG found that the Investigating Commissioner failed to take into account that the City Prosecutor of Cebu City found probable cause to charge Algabre with the said crime. Regarding the Investigating Commissioner's finding that Atty. Cabilao lessened the confidence in the legal system, such was devoid of evidentiary and legal basis. With regard to the driver's license, Atty. Cabilao never represented that he could secure it without her personal appearance, as he merely undertook to inquire with the LTO. As he found that it was not possible, he supposedly returned the money to Algabre. Additionally, as regards the warrant of arrest, Atty. Cabilao's advice to Algabre to avoid public places while the warrant is standing and while she is about to post bail, is not illegal. Requesting Roden not to enforce the warrant of arrest is likewise not illegal, as he is not authorized to do so anyway. Hence, the IBP-BOG ruled that the evidence on record failed to dispel the legal presumption of innocence of a respondent lawyer in a disbarment proceeding.⁵³

Issue

Whether Atty. Cabilao violated the Lawyer's Oath and the CPR.

Our Ruling

The Court resolves to reverse and set aside the IBP-BOG's Resolution No. CBD-2021-06-16 dated June 5, 2021, as well as the Extended Resolution dated June 22, 2021, and to adopt and approve the Report and Recommendation dated October 8, 2019 of the Investigating Commissioner of the IBP-Commission on Bar Discipline insofar as the factual findings are concerned. However, We find it more appropriate to impose the penalty of suspension of two (2) years from the practice of law upon Atty. Cabilao in view of the violations he committed as well as the attendant circumstances.

In disbarment cases, "[t]he burden of proof is on the complainant to duly show that respondent committed acts that would warrant the Court to exercise

⁵¹ *Rollo*, Vol. II.

⁵² *Rollo*, Vol. II, unpaginated; Extended Resolution dated June 22, 2021, pp. 1-4.

⁵³ *Rollo*, Vol. II, unpaginated; Extended Resolution dated June 22, 2021, pp. 3-4.

its disciplinary powers against the latter.⁵⁴ The standard of proof required is substantial evidence, or ‘that amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion.’⁵⁵

Based on the facts presented, there is reason to believe that Atty. Cabilao violated the following provisions of the CPR:

CANON 1 — A lawyer shall uphold the constitution, obey the laws of the land and promote respect for law and for legal processes.

x x x x

Rule 1.02 — A lawyer shall not counsel or abet activities aimed at defiance of the law or at lessening confidence in the legal system.

Rule 1.03 — A lawyer shall not, for any corrupt motive or interest, encourage any suit or proceeding or delay any man’s cause.

x x x x

CANON 15 — A lawyer shall observe candor, fairness and loyalty in all his [or her] dealings and transactions with his [or her] clients.

x x x x

Rule 15.07 — A lawyer shall impress upon his [or her] client compliance with the laws and the principles of fairness.

x x x x

Canon 16 — A lawyer shall hold in trust all moneys and properties of his [or her] client that may come into his [or her] possession.

x x x x

Rule 18.03 - A lawyer shall not neglect a legal matter entrusted to him [or her], and his [or her] negligence in connection therewith shall render him [or her] liable.

x x x x

CANON 19 — A lawyer shall represent his [or her] client with zeal within the bounds of the law.

As found by the Investigating Commissioner, Atty. Cabilao consciously advised Algabre to stay away from the public eye, and opt not to post bail while the negotiations with Roden were ongoing regarding the *estafa* case. As a lawyer, Atty. Cabilao is aware that the proper and prudent thing to do was to post bail since an arrest warrant was already issued against Algabre, such being

⁵⁴ *Dela Cruz v. Peralta*, A.C. No. 13475, October 4, 2022, citing *Armilla-Calderon v. Lapore*, A.C. No. 10619, September 2, 2020.
⁵⁵ *Id.*

part of criminal procedure. In relation to this, Atty. Cabilao's pursuit of negotiating with Roden not to seek the enforcement of the warrant of arrest tended to delay the latter's cause of action against Algabre.

Furthermore, Atty. Cabilao's act of asking for PHP 5,000.00 for the renewal of Algabre's driver's license suspiciously reeked of a veiled attempt to bribe employees in the LTO. This is because it is common knowledge that personal appearance is required before a driver's license can be renewed, and that renewal of the same would not cost up to PHP 5,000.00 if the proper procedure would be followed, even considering the outstanding arrest warrant issued against Algabre. This is in addition to Algabre's allegation that Atty. Cabilao boasted to her that he had lots of connections in many sectors and agencies of the government which can be influenced,⁵⁶ especially when he was selling her a property in Bohol which supposedly did not have a clean title.

Furthermore, in failing to prepare the appropriate documents for the negotiation with Roden, and even for the sale of his company as well as his car, Atty. Cabilao unfortunately failed to exude candor and diligence in handling matters for his client. This includes the ambiguities in the management of Algabre's funds which she entrusted or turned over to Atty. Cabilao, *i.e.*, either returning or redirecting the PHP 5,000.00 driver's license "fund" to other expenses if personal appearance would not be permitted, a supposed agreement not reduced into writing. Taking steps to avoid misunderstandings and discrepancies for accounting purposes by simply drafting and signing agreements in writing should have been accomplished. Although verbal agreements are acceptable and binding, considering that there is an attorney-client relationship, Atty. Cabilao should have endeavored to practice diligence in proper documentation to prevent confusion, which is what happened in this case.⁵⁷

As to the *estafa* case which Atty. Cabilao filed against Algabre, although the prosecutor found probable cause to file the Information, it appears at first glance that, as found by the Investigating Commissioner, there might be a lack of sufficient basis to show that Algabre employed fraud or deceit when she failed to return the car to Atty. Cabilao. Nonetheless, such is not the issue in the instant administrative case, and We can only take note of this allegation in arriving at the appropriate penalty to be imposed upon the respondent lawyer.

In light of the above findings, the respondent should be reminded that "lawyers must abstain from any conduct or activity which might lessen in any degree the trust and confidence reposed by the people in the integrity of the legal profession."⁵⁸ Similarly, "[t]he moral standards of the legal profession imposes a duty upon lawyers to act with the highest degree of professionalism,

⁵⁶ See *rollo*, Vol. I, pp. 2, 6, 8, 17.

⁵⁷ See *rollo*, Vol. I, pp. 7-14, 18; Vol. II, p. 56.

⁵⁸ *Philippine Island Kids International Foundation, Inc. v. Pallugna*, A.C. No. 11653, November 23, 2021.

decency, and nobility in the course of their practice of law. Anything less than that calls for a member of the Bar to be held accountable in order to preserve the dignity of the legal profession and the proper administration of justice.”⁵⁹

By committing the aforementioned acts, as aptly found by the Investigating Commissioner, Atty. Cabilao fell short of the conduct expected of a lawyer, especially when he has been in the practice of law for around 44 years already.⁶⁰ Indeed, he should have acted as a role model to the younger generation of lawyers given his long service as a member of the Bar. Regrettably, his manner of dealing with Algabre led the latter to lose faith and confidence in the legal profession.

To reiterate, Algabre bears the burden of proof to establish the legitimacy of her claims. In view of this, the Court finds that she proved with substantial evidence⁶¹ that Atty. Cabilao, whether with intent or by complacency, acted contrary to the Lawyer’s Oath⁶² and the CPR. Such warrants the imposition of disciplinary action upon him based on Section 27, Rule 138⁶³ of the Rules of Court.

In the case at bench, Algabre prays for Atty. Cabilao’s disbarment. However, “[d]isbarment, jurisprudence teaches, should not be decreed where any punishment less severe, such as reprimand, suspension, or fine, would accomplish the end desired. This is as it should be considering the consequence of disbarment on the economic life and honor of the erring person.”⁶⁴ It has been held that the appropriate penalty for an errant lawyer depends on the exercise of sound judicial discretion based on the surrounding facts.”⁶⁵

Upon a reading of the claims of both parties, it cannot be denied that the lawyer-client relationship soured due to issues about the unfulfilled settlement with Roden and the supposed sale of Atty. Cabilao’s car to Algabre, among other things. It reached a point wherein Algabre asked for the termination of the

⁵⁹ *Rodeo Consultancy and Maritime Services Corporation v. Concepcion*, A.C. No. 7963, June 29, 2021.

⁶⁰ See *rollo*, Vol. II, pp. 54-55.

⁶¹ 2019 Amendments to the 1989 Revised Rules on Evidence, Rule 133, Section 6: “That amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion.”

⁶² Atty. Cabilao violated the following provisions of the Lawyer’s Oath: “I will support the Constitution and obey the laws as well as the legal orders of the duly constituted authorities therein;” and “[I] will conduct myself as a lawyer according to the best of my knowledge and discretion, with all good fidelity as well to the courts as to my clients.”

⁶³ SEC. 27. *Disbarment or suspension of attorneys by 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 of a crime involving moral turpitude, or for any violation of the oath which he is required to take before admission to practice, or for 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, constitutes malpractice.

⁶⁴ *Anacay v. Alberto*, A.C. No. 6766, August 4, 2021, citing *Anacta v. Atty. Resurreccion*, 692 Phil. 488, 499-500 (2012).

⁶⁵ *Id.*, citing *Spouses Soriano v. Atty. Reyes*, 523 Phil. 1, 16 (2006).

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lawyer-client relationship and an accounting of the funds provided to the respondent lawyer. Meanwhile, Atty. Cabilao resorted to filing cases against his former client, Algabre, due to the aborted sale of his car and the purported failure of Algabre to return the vehicle, apart from her alleged refusal to communicate with respondent after she failed to fulfill her end of the bargain.

It is settled that “[a] member of the Bar may be penalized, even disbarred or suspended from his office as an attorney, for violating the lawyer’s oath and/or for breaching the ethics of the legal profession as embodied in the CPR, for the practice of law is a profession, a form of public trust, the performance of which is entrusted to those who are qualified and who possess good moral character. The appropriate penalty on an errant lawyer depends on the exercise of sound judicial discretion based on the surrounding facts.”⁶⁶

Thence, “[a]s regards the proper penalty, the Court finds that the penalty of suspension is proper given the circumstances and the number of violations committed by respondent as against the CPR. Normally, reprimand is imposed on an erring lawyer for an isolated act of misconduct of a lesser nature or some minor infraction of his or her duty to the court or the client.”⁶⁷ Given the circumstances and the gravity of his infractions, and considering that Atty. Cabilao has been in practice for around 44 years already and is thus expected to act in accordance with the law, the Court finds it proper to impose upon respondent lawyer the penalty of suspension from the practice of law for two years, with a stern warning that a repetition of any of the infractions attributed to him in this case, or any similar act, shall merit a heavier or more severe penalty. This is notwithstanding his manifestation that he already retired from his limited practice after the onset of the COVID-19 pandemic.⁶⁸

WHEREFORE, respondent Atty. Federico C. Cabilao, Jr. is **SUSPENDED** for a period of **TWO (2) YEARS** from the practice of law with a **STERN WARNING** that a repetition of any of the offenses involved in this case or a commission of similar acts will merit a more severe penalty. Respondent is also **DIRECTED** to inform this Court of the date of his receipt of this Resolution to determine the reckoning point of the effectivity of his suspension.

Let a copy of this Resolution be made part of respondent’s records in the Office of the Bar Confidant, and copies be furnished the Integrated Bar of the Philippines and the Office of the Court Administrator for circulation to all courts.

⁶⁶ *Constantino v. Aransazo, Jr.*, A.C. No. 9701, February 10, 2021, citing *Huang v. Zambrano*, A.C. No. 12460, March 26, 2019.

⁶⁷ *Adan v. Tacorda*, A.C. No. 12826, February 1, 2021, citing *Velasco v. Ansaldo, Jr.*, A.C. No. 9597, September 11, 2019 (Resolution).

⁶⁸ See *rollo*, Vol. II, pp. 29, 55.

The Letter dated March 6, 2022 of Avelino V. Sales, Jr., Director for Bar Discipline, is **NOTED**.

SO ORDERED.” Rosario, J., on leave.

By authority of the Court:

LIBRADA C. BUENA
Division Clerk of Court

by:

mtb
MARIA TERESA B. SIBULO
Deputy Division Clerk of Court *mtb*
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OCT 10 2023

Ms. Maricel Algabre
Complainant
Pakigne, Minglanilla
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