Supreme Court E-Library

EN BANC

[A.C. No. 9603. June 16, 2015]

DOMINIC PAUL D. LAZARETO, *complainant, vs.* **ATTY. DENNIS N. ACORDA**, *respondent*.

SYLLABUS

1. **LEGAL ETHICS; ATTORNEYS; A LAWYER'S NEGLIGENCE IN CARRYING OUT THE TASK ENTRUSTED TO HIM BY HIS CLIENT IS A CLEAR VIOLATION OF THE CODE OF PROFESSIONAL RESPONSIBILITY.— After an objective examination of the facts and the evidence, we find the dismissal of the case unacceptable, notwithstanding Lazareto's affidavit of desistance and his silence with respect to said dismissal.** The IBP Board of Governors misappreciated the gravity and the scope of the respondent's breach of his contractual obligation with Lazareto and his family. He had been negligent in carrying out the task entrusted to him by Lazareto and his family as found by Comm. Inocencio, a clear violation of the Code of Professional Responsibility. He had been grossly dishonest with respect to certain actions he claimed he had taken in relation to his task.

2. **ID.; ID.; CODE OF PROFESSIONAL RESPONSIBILITY; CANON 1, RULE 1.01 THEREOF; A LAWYER'S FILING OF FALSIFIED DOCUMENTS OR BY SOMEONE ACTING UPON HIS INSTRUCTIONS, AS AN ATTEMPT TO MITIGATE THE ADVERSE EFFECT OF HIS INACTION OR NEGLIGENCE ON THE LEGAL MATTER ENTRUSTED TO HIM CONSTITUTES A VIOLATION THEREOF.—** The respondent's claim that all the proceedings for the extrajudicial settlement of the estate of Lazareto's father had been completed was necessarily relevant to Lazareto's contention that the lawyer had been seriously remiss in the fulfillment of his contractual obligation to his family. The filing of the falsified documents by the respondent or by someone acting upon his instructions was clearly a dishonest attempt to mitigate the adverse effect of his inaction or negligence on the legal matter entrusted to him. Necessarily also, the respondent committed a violation of Canon 1 of the Code of Professional Responsibility, cited in Lazareto's

complaint. Rule 1.01, in particular, requires that *[a] lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.* The IBP Board of Governors completely disregarded this particular aspect of the complaint against the respondent which, to our mind, should have been given proper consideration, if only to remind the members of the Bar to always keep faith with the tenets of the Code of Professional Responsibility and as importantly, with their oath. Further, the ethics of the legal profession rightly enjoins every lawyer to act with the highest standards of truthfulness, fair play, and nobility in the course of his practice of law. Stated differently, any member of the legal fraternity should do nothing that would lessen in any degree the confidence of the public in the fidelity, honesty, and integrity of the legal profession.

3. **ID.; ID.; A LAWYER SHOULD BE MADE TO ANSWER FOR HIS DISHONEST DEALINGS WITH HIS CLIENTS, AS WELL AS FOR HIS NEGLIGENCE IN THE HANDLING OF THE TASK ENTRUSTED TO HIM, NOTWITHSTANDING THE CLIENT'S DESISTANCE, AS HIS ACTION IS A TRANSGRESSION NOT ONLY OF WHAT IS DUE TO HIS CLIENT, BUT ALSO OF THE PROFESSION AND THE NATION THAT EXPECT ITS LAWYERS TO LIVE UP TO THE HIGHEST STANDARDS OF PERFORMANCE IN THIS NOBLE PROFESSION.—** We find the dismissal of the administrative case improvident. What to us comes out in bold relief in reading through the records of this case is a web of deceit and negligence perpetrated by the respondent against the complainant and his family, to their prejudice and to the prejudice of the profession that now has been brought to disrepute by the respondent's "sharp" practices. How the respondent was able to extricate himself for what he did is reprehensible and casts doubt on the integrity of the IBP and its Commissioners. Thus, the respondent should be made to answer for his dishonest dealings with Lazareto and his family, as well as for his negligence in the handling of the task Lazareto had entrusted to him. We say this notwithstanding the layman Lazareto's desistance, as the respondent's action was a transgression not only of what is due Lazareto as a client but also of the profession and the nation that expect its lawyers to live up to the highest standards of performance in this noble profession.

Supreme Court E-Library

D E C I S I O N

***PER CURIAM*:**

Before the Court is the present administrative case which arose from the affidavit–complaint for disbarment[1] filed with the Integrated Bar of the Philippines (*IBP*) on July 7, 2006, by Dominic Paul D. Lazareto (*Lazareto*) against Atty. Dennis N. Acorda (*respondent*), for violation of the **Code of Professional Responsibility**.[2]

The Antecedents

Lazareto, eldest son of the late Damaso R. Lazareto, for himself and on behalf of his co-heirs (*family)*, specifically charged respondent with violating the following provisions of the Code of Professional Responsibility:

CANON 1 – A LAWYER SHALL UPHOLD THE CONSTITUTION, OBEY THE LAWS OF THE LAND AND PROMOTE RESPECT FOR LAW AND LEGAL PROCESSES.

x x x x x x x x x

CANON 7 — A LAWYER SHALL AT ALL TIMES UPHOLD THE INTEGRITY OF THE LEGAL PROFESSION, AND SUPPORT THE ACTIVITIES OF THE INTEGRATED BAR.

x x x x x x x x x

CANON 18 – A LAWYER SHALL SERVE HIS CLIENT WITH COMPETENCE AND DILIGENCE.

x x x x x x x x x

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

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

---

[1] *Rollo*, pp. 2-7.

[2] Promulgated by the Supreme Court of the Philippines on June 21, 1988.

Supreme Court E-Library

In January 2004, Lazareto and his family engaged the respondent's services (the respondent was a member of the law office *Jaromay Baylon Acorda Landrito & Associates*[3]) to handle the extrajudicial settlement of the estate of Lazareto's father who died intestate. They agreed to set the deadline for the filing of the extrajudicial settlement action on May 26, 2004, to enable the family to avail of a ₱100,000.00 deduction in estate taxes.[4] They also agreed that titles to a parcel of conjugal land (Lots B & E) at Tomas Mapua St., Sta. Cruz, Manila, left by the deceased, be transferred to Lazareto's mother, Cleotilde D. Lazareto.

Lazareto gave the respondent the original duplicate copies of TCT No. 206006 for Lot B and TCT No. 206008 for Lot E, together with cash[5] representing the respondent's acceptance fee (₱50,000.00), and initial deposit to answer for extrajudicial transactions which include transfer taxes and cost of publication (₱70,000.00) for a total of ₱120,000.00. Since then, Lazareto had followed up the developments with the respondent by phone, but he could not be contacted until he received a fax message from him asking for an additional ₱88,000.00,[6] which Lazareto gave in installments of ₱66,000.00[7] and ₱20,000.00.[8]

May 2004 passed without the papers for extrajudicial settlement being filed. Lazareto had not heard from the respondent all this time, although the lawyer sent a certain Manny Pacheco (*Pacheco*), allegedly the liaison officer of the law firm, to get the second installment of ₱20,000.00. The family received a liquidation report from the respondent on August 24, 2004.[9]

---

[3] *Rollo*, pp. 196-199.

[4] *Id*. at 3, par. 4; Lazareto claimed that the action for extrajudicial settlement must be filed within six months from the death of his father on November 26, 2003.

[5] Exhs. "B" "C", and "D"; *id*. at 201-202-203.

[6] Exh. "E", *id*. at 204-205.

[7] Exh. "F", *id*. at 206.

[8] Exh. "G", *id*. at 207.

[9] Exh. "H", *id*. at 208.

Supreme Court E-Library

On several occasions after August 24, 2004, Lazareto gave additional funds to respondent consisting of ₱150,000.00 for property taxes and issuance of new titles; ₱15,000.00 for additional transfer expenses; and another ₱10,330.00 for additional property taxes. Since then, Lazareto had not heard from the respondent, until he wrote the family on April 8, 2005, saying that Pacheco had not given an accounting of the monies the family had given him (respondent).

Meantime, Lazareto and his family entered into negotiations to sell Lot B with a certain Mrs. Nel Manzano. They asked the respondent to prepare the deed of sale for the transaction; however, even if the respondent promised to give the matter priority, he failed to attend to it. On August 15, 2005, the family wrote him a letter reminding him of his promise, as well as of his failure to act on the filing of the extrajudicial settlement action which had expired a year ago.[10]

On October 8, 2005, Lazareto and respondent agreed that the deed of sale and tax declaration for Lot B would be forwarded to the family on or before November 1, 2005, and in a week's time, they would discuss the extrajudicial settlement question.[11]

After more than a week without hearing from the respondent, Lazareto was constrained to write the respondent another letter on April 3, 2006, and one more on May 21, 2006, demanding the return of the title to Lot E.[12] Thereafter, Lazareto made several follow-ups with the respondent — through his (respondent's) relative Ma. Teresa Puntero and his mother, as well as through text messages — to no avail, until the respondent admitted that he had lost TCT No. 206008 covering Lot E.[13]

With this admission, Lazareto requested the respondent to execute an affidavit of loss so that the family could secure a duplicate copy of the TCT. The respondent did send a copy

---

[10] Exh. "M", *id*. at 216.

[11] Exh. "N", *id*. at 219

[12] Exhs. "M-1" and "M-2", *id*. at 217-218.

[13] Exhs. "O" and "O-1", *id*. at 220-221.

Supreme Court E-Library

of the affidavit of loss, but it was unsigned.[14] Exasperated with the difficulties he was having with the respondent's nonchalant and negligent attitude and his refusal to provide his family a signed affidavit of loss, Lazareto filed the present complaint.

Thereafter, Atty. Rufino I. Policarpio, III (*Atty. Policarpio)*, the respondent's lawyer, proposed an amicable settlement with Lazareto. As proposed, part of the money given to the respondent for legal services would be returned to the family and they would be given the document "extrajudicial settlement with deed of sale," as well as the official receipts for land taxes and other expenses. Lazareto agreed to the proposal and submitted a manifestation on the matter to the **IBP Investigating Commissioner, Gerely Rico** (*Comm. Rico*).[15]

Once again, Lazareto was greatly disappointed. The respondent failed to deliver on his commitments: there was no return of part of the money given to respondent, no copy of "extrajudicial settlement with deed of sale," and no receipts of payments for transactions the respondent had entered into in representation of the Lazareto family. **With this development, Lazareto had no choice but to agree to just accept an affidavit of loss for the receipts and to rely on the word of respondent's counsel that he was assured by his client that he (respondent) had filed the extrajudicial settlement papers with the Register of Deeds of Manila.**

Consequently, Lazareto consented to the compromise offer, in exchange for his affidavit of desistance. His "family decided to work on the extrajudicial settlement themselves, to shorten their agony"[16] and in doing so, they discovered that:

(1) no "Extrajudicial Settlement" was on file with the Manila Register of Deeds, nor was there an "Affidavit of Publication";

(2) what was on file with the Register of Deeds was only a "Deed of Absolute Sale"[17] of Lot B dated September 20,

[14] Exh. "P", *id*. at 222.

[15] *Id*. at 135; Lazareto's Manifestation, p. 3, par. 5.

[16] *Id*. 233; Lazareto's Position Paper, p. 5, par. 22.

[17] *Id*. at 322.

Supreme Court E-Library

2005, where the signature D. Lazareto" appeared above the name of his father, Damaso R. Lazareto, who had been dead since November 26, 2003; and

(3) three copies of the tabloid *Balitang Detalye*,[18] given to the family by the respondent, where the lawyer claimed the "extrajudicial settlement" was published, were one and the same issue — VOLUME VIII-NO. 31 MAY 24-30, 2004; 3.a, the published notice was merely ONE DETACHED SEPARATE PAGE appearing on a mere insert (page 6) titled *Extrajudicial Settlement of Estate of Damaso Lazareto with Deed of Sale; 3.b. below it was the statement: Publisher: Balitang Detalye; Dates: May 24, 31 and June 7, 2004.*

Alarmed and shocked at his discovery, Lazareto moved for the admission of newly discovered evidence,[19] but the motion was denied by Comm. Rico, as well as his subsequent motion for reconsideration.

His affidavit of desistance and respondent's apology notwithstanding, Lazareto expressed grave concern over respondent's misrepresentations in performing his tasks as the family lawyer in the settlement of his father's estate. Nonetheless, he left it to Comm. Rico to resolve the case in the light of his affidavit of desistance and the circumstances of the case.

The Case for the Respondent

In his position paper,[20] dated March 21, 2007, the respondent alleged that upon his engagement as counsel by Lazareto's family, he advised them that he could not determine the exact date of completion or termination of his assigned task, considering that he did not have full control over the processing of documents by the concerned agencies.

---

[18] *Id*. at 228 and 270.

[19] *Id*. at 320-321.

[20] *Id*. at 274-283.

He denied Lazareto's submission that he had been negligent in the performance of his duties as lawyer for the settlement of the estate of Lazareto's deceased father. He claimed that he performed the tasks assigned to him with honesty and diligence and that he intended, in good faith, to complete his tasks at the soonest possible time.

Additionally, the respondent alleged that Pacheco stole a substantial amount of money from the firm, as well as several original documents, and that Pacheco could not be found despite efforts to locate him.[21] Lazareto, however, alleged that the documents were returned to the respondent.[22] The respondent claimed that the he had to borrow money from his relatives, friends , and even from informal lenders to enable him to continue performing his work for Lazareto and his family. He stressed that despite the losses he suffered, "he was able to finalize all documents and transactions and to deliver the certificate of title covering Lot B."[23]

The respondent further claimed that he was determined to complete the task assigned to him despite the fact that Lazareto, his mother Clotilde, and Ramon Lazareto became "impatient" and "intrusive" in their language and dealings with him.[24]

He insisted that he was not negligent in handling the task entrusted to him by the Lazareto family and that he was entitled to the presumption of diligence as the Court held in *Adarne v. Aldaba*.[25] He stressed that Lazareto had executed an affidavit of desistance and had, in fact, agreed to let him continue as the family lawyer. This being the case, he maintained, Lazareto should be deemed to have abandoned his cause of action against him. He thus prayed that the complaint be dismissed.

---

[21] *Id*. at 276; Respondent's Position Paper, p. 3, par. 5.

[22] *Supra* note 16, par. 9.

[23] *Rollo*, p. 276, pars. 8 & 9.

[24] *Id*. at 277, pars. 10 & 11.

[25] Adm. Case No. 801, June 27, 1978, 83 SCRA 734.

Supreme Court E-Library

The Investigating Commissioner's Report and Recommendation

Commissioner Angelito C. Inocencio (*Comm. Inocencio*), who took over the investigation from Comm. Rico, rendered a report dated May 14, 2008,[26] recommending that disciplinary action be taken against respondent. He resolved the case based on the following issues: (1) whether respondent was negligent in handling the legal matter entrusted to him; and (2) whether respondent acted in bad faith in dealing with complainant Lazareto and his family.

Comm. Inocencio found respondent liable in regard to the first issue. He was convinced that respondent committed a breach of Rule 18.03 of the Code of Professional Responsibility by his negligence in handling the legal matter entrusted to him by Lazareto. Comm. Inocencio believed that had the respondent been conscientious, diligent, and efficient in rendering legal services to Lazareto and his family, the complaint could have been avoided. He faulted the respondent for making excuses — Pacheco absconding with the funds of the law firm and the negative attitude of the Lazareto family in dealing with him — for his failure to fulfill his contractual obligation to them rather than what he had accomplished.

With respect to the second issue, however, Comm. Inocencio believed the respondent's dealings with Lazareto and his family were not attended with bad faith. He explained that while the respondent's efforts did not produce the desired results "as fast as they should have, a modicum of living up to expectations could be discerned. He succeeded, though belatedly, in finalizing all documents and transactions and delivering the certificate of title covering Lot B."[27]

Notwithstanding Lazareto's affidavit of desistance, Comm. Inocencio recommended that the respondent be severely censured for his "malfeasance" as lawyer for the Lazareto

---

[26] *Rollo*, pp. 288-301.

[27] *Id*. at 300, par. 2.

family.[28] Although the family gave the respondent the opportunity to make amends for his negligence in the handling of the legal matter entrusted to him, Comm. Inocencio pointed out, the affidavit of desistance did not completely exculpate him from liability for "what has occurred."[29]

The IBP Resolution and Related Incidents

On July 17, 2008, the IBP Board of Governors passed Resolution No. XVIII-2008-347,[30] approving, **with modification,** Comm. Inocencio's recommendation. The board **suspended** respondent from the practice of law for one month, for his failure to comply with his obligation towards Lazareto and his family.

The respondent moved for reconsideration[31] of the IBP resolution, praying that the case be dismissed on the grounds of supervening events which occurred after the case was submitted for resolution. He claimed that the very reason why the complaint was filed — his failure to return to Lazareto the TCT for Lot E of the estate of his deceased father — was non-existent as the document was found among the records of his former law office and was returned to Lazareto on June 9, 2007.[32]

The respondent argued that in the light of Comm. Inocencio's finding that he did not act in bad faith in dealing with Lazareto and the fact that he had returned the TCT of Lot E and substantially all of the amounts paid to him, substantial justice, fairness and equity demand that the case be dismissed.

Lazareto opposed[33] the respondent's bid to have the case dismissed. He strongly argued that while he and his family

---

[28] *Id*. at 301, last paragraph.

[29] *Id*., par. 2.

[30] *Id*. at 287; Notice of Resolution, in CBD Case No. 06-1777, *Paul D. Lazareto v. Atty. Dennis N. Acorda.*

[31] *Id*. at 302-311; Motion for Reconsideration dated October 8, 2008.

[32] *Id*. at 312, copy of TCT of Lot E, & at 313, Lazareto's Certification of recovery of the TCT from respondent's former law office.

[33] *Id*. at 315-319; Lazareto's Comment and Strong Opposition of the Motion for Reconsideration of Respondent.

Supreme Court E-Library

had accepted the respondent's personal apology for the grievous betrayal of their trust and confidence and the wanton disregard of their interest in the extrajudicial settlement of his father's property, it did not mean that the respondent did not commit a violation of the Code of Professional Responsibility.

Lazareto bewailed the fact that he was not given the opportunity to present to Comm. Rico the "full facts and issues" of the case, as the IBP investigator denied his motion to admit newly discovered evidence such as the fake deed of sale and the bogus publication of the non-existent extra-judicial settlement that respondent used in accomplishing his contract of legal services with them. He lamented that he and his family are now suffering from the falsification that respondent resorted to as they were having difficulties in transferring the title of the property (Lot E) to his mother.

He thus maintained that the loss of the TCT of Lot E is not the only basis of the complaint, but also respondent's negligence, misrepresentations, and bad faith in handling the legal matter the family entrusted to him. Lazareto prayed that respondent be meted the penalty of at least six months' suspension from the practice of law for the betrayal of their interest.

On June 9, 2012, the IBP Board of Governors passed Resolution No. XX-2012-196[34] granting respondent's motion for reconsideration. Consequently, it dismissed the administrative case against the respondent, with a warning that he be circumspect in his future dealings.

The Court's Ruling

After an objective examination of the facts and the evidence, we find the dismissal of the case unacceptable, notwithstanding Lazareto's affidavit of desistance and his silence with respect to said dismissal. The IBP Board of Governors misappreciated the gravity and the scope of the respondent's breach of his contractual obligation with Lazareto and his family. He had been negligent in carrying out the task

[34] *Id*. at 334.

Supreme Court E-Library

entrusted to him by Lazareto and his family as found by Comm. Inocencio, a clear violation of the Code of Professional Responsibility.[35] He had been grossly dishonest with respect to certain actions he claimed he had taken in relation to his task.

We refer particularly to Lazareto's discovery of a misrepresentation committed by respondent in relation to the amicable settlement proposed by respondent's lawyer, Atty. Policarpio, where Atty. Policarpio assured him that respondent had already filed the extrajudicial settlement papers with the Manila Register of Deeds. Atty. Mayla Domingo (*Atty. Domingo)*, another lawyer for the respondent, testified that she "talked with Atty. Acorda and he said that all proceedings of the extrajudicial settlement have already been completed."[36] It would be recalled in this respect that, as agreed upon, the respondent would furnish Lazareto with papers pertaining to the extrajudicial settlement of the estate of Lazareto's father,[37] as the family decided to work on respondent's unfinished task themselves, to mitigate their agony.[38]

To the Lazareto family's "shock," they learned that only the following were filed with the Manila Registry of Deeds: (1) a copy of a Deed of Absolute Sale,[39] which made it appear that his father, who died on November 26, 2003,[40] signed the document on September 20, 2005, and that his mother signed it also, without her and the family knowing about it; (2) a copy of a detached "page 6" of the tabloid *Balitang Detalye*, Vol. VIII-No. 31, May 24-30, 2004, with notice of the extrajudicial settlement of the estate of one Damaso Lazareto (Lazareto was given three copies of the same issue of the paper to comply with the three-weekly publication requirement).

---

[35] CANON 18, Rule 18.03.

[36] *Rollo*, pp. 146-147; TSN, November 8, 2006, pp. 6-7.

[37] *Id*. at 135, Lazareto's Manifestation before Comm. Rico, par. 5.

[38] *Supra* note 16.

[39] *Supra* note 17.

[40] *Rollo*, p. 324; Certificate of Death of Damaso Rodriguez Lazareto.

Supreme Court E-Library

With the discovery, Lazareto moved for the admission of newly discovered documents by Comm. Rico, for marking, but she denied the motion on the grounds that *"[t]o admit these pieces of evidence now would have the effect of introducing new matters, which the Respondent is entitled to rebut in the interest of complying with the requirements of due process."*[41] Further, Comm. Rico declared that the pieces of evidence alluded to did not relate to any allegations of the complaint and were irrelevant to her investigation.

We disagree with and cannot accept Commissioner Rico's conclusion and reason. The filing of the fake deed of sale and the bogus publication of the extrajudicial settlement of the estate of Lazareto's deceased father were very much relevant to the proceedings before Comm. Rico. They were inextricably linked to the charge of negligence against respondent in his handling of the extrajudicial settlement matter entrusted to him by Lazareto and his family.

After the family gave him his acceptance fee and provided him with the necessary funds for the undertaking, respondent became inaccessible and unheard of with respect to his task (except when he was asking for funding), until the agreed deadline for the filing of the extrajudicial settlement papers expired. For some time, he could not even produce the title to one of the lots (Lot E) handed to him by Lazareto, and when pressed to produce it, he admitted he could not find it.[42] The TCT of Lot E was returned to Lazareto only on June 9, 2007, after it was found among the files of the respondent's former law office, almost a year after the complaint was filed on July 7, 2006, and three years after it was entrusted to him by Lazareto in January 2004.

While the respondent might have manifested, in good faith, his intention to complete the task referred to him at the earliest possible time, the results proved otherwise. He did not complete the legal matter referred to him by Lazareto, especially their

---

[41] *Id*. at 169; Resolution dated February 9, 2007, p. 2, par. 2.

[42] *Supra* note 13.

agreement that titles to Lots B and E were to be transferred to Lazareto's mother Clotilde. Only the TCT of Lot B was delivered to the Lazareto family in late December 2005. The transfer of Lot E to Clotilde was put on hold because of the respondent's negligence in the custody of the TCT of Lot E, compelling the family to work on the extra-judicial settlement of the estate of the deceased Lazareto on their own.

Moreover, we are bothered by Lazareto's submission that the respondent resorted to dishonest means to make it appear that he had finally taken action on the legal matter referred to him thereby responding, although belatedly, to the charge of negligence when one of his lawyers (Atty. Domingo) testified at the hearing before Comm. Rico that she was told by respondent that "all proceedings of the Extrajudicial Settlement have already been completed."[43]

Had Atty. Domingo's testimony been based on fact, then the dismissal of the complaint could have been well justified inasmuch as Lazareto accepted the compromise agreement offered by respondent after he was assured by Atty. Policarpio that the papers for the extrajudicial settlement of his father's estate had already been filed with the Register of Deeds of Manila.[44] As it turned out, all that were on file were a fake deed of sale for Lot B and a bogus publication of the extrajudicial settlement. It is quite unfortunate that Comm. Rico denied Lazareto's bid to have the newly discovered documents admitted in evidence on the pretext that they were irrelevant to the proceedings before her.

On the contrary, and as we had stressed earlier, the respondent's claim that all the proceedings for the extrajudicial settlement of the estate of Lazareto's father had been completed was necessarily relevant to Lazareto's contention that the lawyer had been seriously remiss in the fulfillment of his contractual obligation to his family. The filing of the falsified documents by the respondent or by someone acting upon his instructions

---

[43] *Supra* note 36.

[44] *Supra* note 37.

Supreme Court E-Library

was clearly a dishonest attempt to mitigate the adverse effect of his inaction or negligence on the legal matter entrusted to him.

Necessarily also, the respondent committed a violation of Canon 1 of the Code of Professional Responsibility, cited in Lazareto's complaint. Rule 1.01, in particular, requires that *[a] lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.* The IBP Board of Governors completely disregarded this particular aspect of the complaint against the respondent which, to our mind, should have been given proper consideration, if only to remind the members of the Bar to always keep faith with the tenets of the Code of Professional Responsibility and as importantly, with their oath.

Further, the ethics of the legal profession rightly enjoins every lawyer to act with the highest standards of truthfulness, fair play, and nobility in the course of his practice of law.[45] Stated differently, any member of the legal fraternity should do nothing that would lessen in any degree the confidence of the public in the fidelity, honesty, and integrity of the legal profession.[46]

Considering the foregoing, we find the dismissal of the administrative case improvident. What to us comes out in bold relief in reading through the records of this case is a web of deceit and negligence perpetrated by the respondent against the complainant and his family, to their prejudice and to the prejudice of the profession that now has been brought to disrepute by the respondent's "sharp" practices. How the respondent was able to extricate himself for what he did is reprehensible and casts doubt on the integrity of the IBP and its Commissioners. Thus, the respondent should be made to answer for his dishonest dealings with Lazareto and his family, as well as for his negligence in the handling of the task Lazareto had entrusted to him. We say this notwithstanding the layman Lazareto's desistance, as the respondent's action was a transgression not only of what is due Lazareto as a client but also of the

---

[45] *Ong v. Unto,* 426 Phil. 531, 540 (2002).

[46] *Ducat, Jr. v. Villalon, Jr.,* 392 Phil. 394, 402 (2000).

profession and the nation that expect its lawyers to live up to the highest standards of performance in this noble profession.

WHEREFORE, premises considered, Resolution No. XX-2012-196, dated June 9, 2012, of the IBP Board of Governors is **SET ASIDE.** Respondent Atty. Dennis N. Acorda is **ORDERED** suspended from the practice of law for three (3) years from and after notice of this Decision. We also **WARN** him that the commission of the same or similar act or acts shall be dealt with more severely.

Atty. Dennis N. Acorda is **DIRECTED** to formally **MANIFEST** to this Court, upon receipt of this Decision, the date of his receipt which shall be the starting point of his suspension. He shall furnish a copy of this Manifestation to all the courts and quasi-judicial bodies where he has entered his appearance as counsel; to his employer (if he is employed); and to his law firm.

Let a copy of this decision be attached to Atty. Acorda's records with the Office of the Bar Confidant and posted on the Supreme Court website as a notice to the general public.

SO ORDERED.

Sereno, C.J., Carpio, Velasco, Jr., Leonardo-de Castro, Brion, Bersamin, del Castillo, Villarama, Jr., Mendoza, Reyes, Perlas-Bernabe, and *Jardeleza, JJ.,* concur.

Peralta and *Leonen, JJ.,* on official leave.

Perez, J., no part.