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SO ORDERED.

Velasco, Jr. (Chairperson), Peralta, Reyes, and *Jardeleza, JJ.,* concur.

EN BANC

[A.C. No. 5816. March 10, 2015]

DR. ELMAR O. PEREZ, *complainant, vs.* **ATTY. TRISTAN A. CATINDIG and ATTY. KAREN E. BAYDO,** *respondents.*

SYLLABUS

1. REMEDIAL LAW; RULES OF COURT; DISBARMENT OR SUSPENSION OF ATTORNEYS; THE SUPREME PENALTY OF DISBARMENT MAY BE IMPOSED AGAINST A LAWYER FOR GROSSLY IMMORAL CONDUCT; IMMORAL CONDUCT, WHEN GROSS.— Section 27, Rule 138 of the Rules of Court provides that a lawyer may be removed or suspended from the practice of law, *inter alia*, for grossly immoral conduct. x x x "A lawyer may be suspended or disbarred for any misconduct showing any fault or deficiency in his moral character, honesty, probity or good demeanor." Immoral conduct involves acts that are willful, flagrant, or shameless, and that show a moral indifference to the opinion of the upright and respectable members of the community. Immoral conduct is gross when it is so corrupt as to constitute a criminal act, or so unprincipled as to be reprehensible to a high degree, or when committed under such scandalous or revolting circumstances as to shock the community's sense of decency. The Court makes these distinctions, as the supreme penalty of disbarment arising from conduct requires grossly immoral, not simply immoral, conduct.

2. ID.; ID.; ID.; GROSSLY IMMORAL CONDUCT; A LAWYER'S SUBSEQUENT MARRIAGE DURING THE

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SUBSISTENCE OF HIS PREVIOUS ONE MANIFESTS A DELIBERATE DISREGARD OF THE SANCTITY OF MARRIAGE WHICH CONSTITUTES GROSSLY IMMORAL CONDUCT.— The facts gathered from the evidence adduced by the parties and, ironically, from Atty. Catindig's own admission, indeed establish a pattern of conduct that is grossly immoral; it is not only corrupt and unprincipled, but reprehensible to a high degree. x x x "The moral delinquency that affects the fitness of a member of the bar to continue as such includes conduct that outrages the generally accepted moral standards of the community, conduct for instance, which makes 'a mockery of the inviolable social institution of marriage.'" In various cases, the Court has held that disbarment is warranted when a lawyer abandons his lawful wife and maintains an illicit relationship with another woman who has borne him a child. Atty. Catindig's subsequent marriage during the subsistence of his previous one definitely manifests a deliberate disregard of the sanctity of marriage and the marital vows protected by the Constitution and affirmed by our laws. By his own admission, Atty. Catindig made a mockery out of the institution of marriage, taking advantage of his legal skills in the process. He exhibited a deplorable lack of that degree of morality required of him as a member of the bar, which thus warrant the penalty of disbarment.

3. ID.; ID.; ID.; THE POWER TO DISBAR MUST BE EXERCISED ONLY IN A CLEAR CASE OF MISCONDUCT THAT SERIOUSLY AFFECTS THE STANDING AND CHARACTER OF THE LAWYER AS AN OFFICER OF THE COURT AND AS A MEMBER OF THE BAR.— The Court is not unmindful of the rule that the power to disbar must be exercised with great caution, and only in a clear case of misconduct that seriously affects the standing and character of the lawyer as an officer of the Court and as a member of the bar. Where a lesser penalty, such as temporary suspension, could accomplish the end desired, disbarment should never be decreed. Nevertheless, in this case, the seriousness of the offense compels the Court to wield its power to disbar, as it appears to be the most appropriate penalty. x x x Atty. Catindig himself admitted in his pleadings that he indeed married Dr. Perez in 1984 while his previous marriage with Gomez still subsisted. Indubitably, such admission provides

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ample basis for the Court to render disciplinary sanction against him.

4. ID.; ID.; ID.; IN SUSPENSION OR DISBARMENT PROCEEDINGS, THE LAWYER ENJOYS THE PRESUMPTION OF INNOCENCE AND THE BURDEN OF PROOF RESTS UPON THE COMPLAINANT TO PROVE THE ALLEGATION IN HIS COMPLAINT.— The Court has consistently held that in suspension or disbarment proceedings against lawyers, the lawyer enjoys the presumption of innocence, and the burden of proof rests upon the complainant to prove the allegations in his complaint. The evidence required in suspension or disbarment proceedings is preponderance of evidence. The presentation of the anonymous letter that was received by Dr. Perez only proves that the latter indeed received a letter informing her of the alleged relations between the respondents; it does not prove the veracity of the allegations therein. Similarly, the supposed love letter, if at all, only proves that Atty. Catindig wrote Atty. Baydo a letter professing his love for her. It does not prove that Atty. Baydo is indeed in a relationship with Atty. Catindig.

APPEARANCES OF COUNSEL

Jose Arturo R. Natividad for complainant.
Jose Miguel C. Palarca for Atty. Tristan Catindig.
Jacinto Baydo Magtanong & Uy for Atty. Karen E. Baydo.

D E C I S I O N

***PER CURIAM*:**

Before the Court is an administrative complaint[1] for disbarment filed by Dr. Elmar O. Perez (Dr. Perez) with the Office of the Bar Confidant on August 27, 2002 against Atty. Tristan A. Catindig (Atty. Catindig) and Atty. Karen E. Baydo (Atty. Baydo) (respondents) for gross immorality and violation of the Code of Professional Responsibility.

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[1] *Rollo*, pp. 1-23.

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The Facts

In her complaint, Dr. Perez alleged that she and Atty. Catindig had been friends since the mid-1960's when they were both students at the University of the Philippines, but they lost touch after their graduation. Sometime in 1983, the paths of Atty. Catindig and Dr. Perez again crossed. It was at that time that Atty. Catindig started to court Dr. Perez.[2]

Atty. Catindig admitted to Dr. Perez that he was already wed to Lily Corazon Gomez (Gomez), having married the latter on May 18, 1968 at the Central Methodist Church in Ermita, Manila, which was followed by a Catholic wedding at the Shrine of Our Lady of Lourdes in Quezon City.[3] Atty. Catindig however claimed that he only married Gomez because he got her pregnant; that he was afraid that Gomez would make a scandal out of her pregnancy should he refuse to marry her, which could have jeopardized his scholarship in the Harvard Law School.[4]

Atty. Catindig told Dr. Perez that he was in the process of obtaining a divorce in a foreign country to dissolve his marriage to Gomez, and that he would eventually marry her once the divorce had been decreed. Consequently, sometime in 1984, Atty. Catindig and Gomez obtained a divorce decree from the Dominican Republic. Dr. Perez claimed that Atty. Catindig assured her that the said divorce decree was lawful and valid and that there was no longer any impediment to their marriage.[5]

Thus, on July 14, 1984, Atty. Catindig married Dr. Perez in the State of Virginia in the United States of America (USA). Their union was blessed with a child whom they named Tristan Jegar Josef Frederic.[6]

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[2] *Id*. at 2.

[3] *Id*. at 35.

[4] *Id*. at 2-3.

[5] *Id*. at 3-4.

[6] *Id*. at 4.

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Years later, Dr. Perez came to know that her marriage to Atty. Catindig is a nullity since the divorce decree that was obtained from the Dominican Republic by the latter and Gomez is not recognized by Philippine laws. When she confronted Atty. Catindig about it, the latter allegedly assured Dr. Perez that he would legalize their union once he obtains a declaration of nullity of his marriage to Gomez under the laws of the Philippines. He also promised to legally adopt their son.[7]

Sometime in 1997, Dr. Perez reminded Atty. Catindig of his promise to legalize their union by filing a petition to nullify his marriage to Gomez. Atty. Catindig told her that he would still have to get the consent of Gomez to the said petition.[8]

Sometime in 2001, Dr. Perez alleged that she received an anonymous letter[9] in the mail informing her of Atty. Catindig's scandalous affair with Atty. Baydo, and that sometime later, she came upon a love letter[10] written and signed by Atty. Catindig for Atty. Baydo dated April 25, 2001. In the said letter, Atty. Catindig professed his love to Atty. Baydo, promising to marry her once his "impediment is removed." Apparently, five months into their relationship, Atty. Baydo requested Atty. Catindig to put a halt to their affair until such time that he is able to obtain the annulment of his marriage. On August 13, 2001, Atty. Catindig filed a petition to declare the nullity of his marriage to Gomez.[11]

On October 31, 2001, Atty. Catindig abandoned Dr. Perez and their son; he moved to an upscale condominium in Salcedo Village, Makati City where Atty. Baydo was frequently seen.[12]

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[7] *Id*.

[8] *Id*. at 4-5.

[9] *Id*. at 43.

[10] *Id*. at 44.

[11] *Id*. at 16-18.

[12] *Id*. at 18.

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In a Resolution[13] dated October 9, 2002, the Court directed the respondents to file their respective comments, which they separately did on November 25, 2002.[14]

Atty. Catindig, in his Comment,[15] admitted that he married Gomez on May 18, 1968. He claimed, however, that immediately after the wedding, Gomez showed signs that she was incapable of complying with her marital obligations, as she had serious intimacy problems; and that while their union was blessed with four children, their relationship simply deteriorated.

Eventually, their irreconcilable differences led to their *de facto* separation in 1984. They then consulted Atty. Wilhelmina Joven (Atty. Joven), a mutual friend, on how the agreement to separate and live apart could be implemented. Atty. Joven suggested that the couple adopt a property regime of complete separation of property. She likewise advised the couple to obtain a divorce decree from the Dominican Republic for whatever value it may have and comfort it may provide them.[16]

Thus, on April 27, 1984, Atty. Catindig and Gomez each executed a Special Power of Attorney addressed to a Judge of the First Civil Court of San Cristobal, Dominican Republic, appointing an attorney-in-fact to institute a divorce action under its laws. Atty. Catindig likewise admitted that a divorce by mutual consent was ratified by the Dominican Republic court on June 12, 1984. Further, Atty. Catindig and Gomez filed a Joint Petition for Dissolution of Conjugal Partnership before the Regional Trial Court of Makati City, Branch 133, which was granted on June 23, 1984.[17]

Atty. Catindig claimed that Dr. Perez knew of the foregoing, including the fact that the divorce decreed by the Dominican

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[13] *Id*. at 62.

[14] *Id*. at 75-83; 86-99.

[15] *Id*. at 75-83.

[16] *Id*. at 76.

[17] *Id*. at 76-77.

Republic court does not have any effect in the Philippines. Notwithstanding that she knew that the marriage of Atty. Catindig and Gomez still subsisted, Dr. Perez demanded that Atty. Catindig marry her. Thus, Atty. Catindig married Dr. Perez in July 1984 in the USA.[18]

Atty. Catindig claimed that Dr. Perez knew that their marriage was not valid since his previous marriage to Gomez was still subsisting, and that he only married Dr. Perez because he loved her and that he was afraid of losing her if he did not. He merely desired to lend a modicum of legitimacy to their relationship.[19]

Atty. Catindig claimed that his relationship with Dr. Perez turned sour. Eventually, he left their home in October 2001 to prevent any acrimony from developing.[20]

He denied that Atty. Baydo was the reason that he left Dr. Perez, claiming that his relationship with Dr. Perez started to fall apart as early as 1997. He asserted that Atty. Baydo joined his law firm only in September 1999; and that while he was attracted to her, Atty. Baydo did not reciprocate and in fact rejected him. He likewise pointed out that Atty. Baydo resigned from his firm in January 2001.[21]

For her part, Atty. Baydo denied that she had an affair with Atty. Catindig. She claimed that Atty. Catindig began courting her while she was employed in his firm. She however rejected Atty. Catindig's romantic overtures; she told him that she could not reciprocate his feelings since he was married and that he was too old for her. She said that despite being turned down, Atty. Catindig still pursued her, which was the reason why she resigned from his law firm.[22]

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[18] *Id*. at 77-78.

[19] *Id*. at 78.

[20] *Id*.

[21] *Id*. at 78-79.

[22] *Id*. at 90.

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On January 29, 2003, the Court referred the case to the Integrated Bar of the Philippines (IBP) for investigation, report and recommendation within 90 days from notice.[23]

On June 2, 2003, the IBP's Commission on Bar Discipline (CBD) issued an Order[24] setting the mandatory conference of the administrative case on July 4, 2003, which was later reset to August 29, 2003. During the conference, the parties manifested that they were already submitting the case for resolution based on the pleadings already submitted. Thereupon, the IBP-CBD directed the parties to submit their respective position papers within 10 days from notice. Respondents Atty. Catindig and Atty. Baydo filed their position papers on October 17, 2003[25] and October 20, 2003,[26] respectively. Dr. Perez filed her position paper[27] on October 24, 2003.

Findings of the IBP Investigating Commissioner

On May 6, 2011, after due proceedings, the Investigating Commissioner of the IBP-CBD issued a Report and Recommendation,[28] which recommended the disbarment of Atty. Catindig for gross immorality, violation of Rule 1.01, Canon 7 and Rule 7.03 of the Code of Professional Responsibility. The Investigating Commissioner pointed out that Atty. Catindig's act of marrying Dr. Perez despite knowing fully well that his previous marriage to Gomez still subsisted was a grossly immoral and illegal conduct, which warrants the ultimate penalty of disbarment. The Investigating Commissioner further opined that:

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[23] *Id*. at 116-117.

[24] *Id*. at 176-177.

[25] *Id*. at 454-468.

[26] *Id*. at 469-479.

[27] *Id*. at 480-500.

[28] *Id*. at 571-593.

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In this case, the undisputed facts gathered from the evidence and the admissions of Atty. Catindig established a pattern of grossly immoral conduct that warrants fustigation and his disbarment. His conduct was not only corrupt or unprincipled; it was reprehensible to the highest degree.

There is no dichotomy of morality. A lawyer and a professor of law, both in his official and personal conduct, must display exemplary behavior. Respondent's bigamous marriage and his proclivity for extramarital adventurism have definitely caused damage to the legal and teaching professions. How can he hold his head up high and expect his students, his peers and the community to look up to him as a model worthy of emulation when he failed to follow the tenets of morality? In contracting a second marriage notwithstanding knowing fully well that he has a prior valid subsisting marriage, Atty. Catindig has made a mockery of an otherwise inviolable institution, a serious outrage to the generally accepted moral standards of the community.[29]

On the other hand, the Investigating Commissioner recommended that the charge against Atty. Baydo be dismissed for dearth of evidence; Dr. Perez failed to present clear and preponderant evidence in support of the alleged affair between the respondents.

Findings of the IBP Board of Governors

On December 10, 2011, the IBP Board of Governors issued a Resolution,[30] which adopted and approved the recommendation of the Investigating Commissioner.

Atty. Catindig sought a reconsideration[31] of the December 10, 2011 Resolution of the IBP Board of Governors, claiming that the Investigating Commissioner erred in relying solely on Dr. Perez's uncorroborated allegations. He pointed out that, under Section 1 of Rule 139-B of the Rules of Court, a complaint for disbarment must be supported by affidavits of persons having

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[29] *Id*. at 587-588.

[30] *Id*. at 569-570.

[31] *Id*. at 594-610.

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knowledge of the facts therein alleged and/or by such documents as may substantiate said facts. He said that despite the absence of any corroborating testimony, the Investigating Commissioner gave credence to Dr. Perez' testimony.

He also claimed that he had absolutely no intention of committing any felony; that he never concealed the status of his marriage from anyone. In fact, Atty. Catindig asserted that he had always been transparent with both Gomez and Dr. Perez.

The IBP Board of Governors, in its Resolution[32] dated December 29, 2012, denied Atty. Catindig's motion for reconsideration.

The Issue

The issue in this case is whether the respondents committed gross immorality, which would warrant their disbarment.

Ruling of the Court

After a thorough perusal of the respective allegations of the parties and the circumstances of this case, the Court agrees with the findings and recommendations of the Investigating Commissioner and the IBP Board of Governors.

The Code of Professional Responsibility provides:

Rule 1.01 – A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

Canon 7 – A lawyer shall at all times uphold the integrity and dignity of the legal profession and support the activities of the Integrated Bar.

Rule 7.03 – A lawyer shall not engage in conduct that adversely reflects on his fitness to practice law, nor should he, whether in public or private life, behave in a scandalous manner to the discredit of the legal profession.

In *Arnobit v. Atty. Arnobit*,[33] the Court held:

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[32] *Id*. at 627.

[33] 590 Phil. 270 (2008).

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[T]he requirement of good moral character is of much greater import, as far as the general public is concerned, than the possession of legal learning. Good moral character is not only a condition precedent for admission to the legal profession, but it must also remain intact in order to maintain one's good standing in that exclusive and honored fraternity. Good moral character is more than just the absence of bad character. Such character expresses itself in the will to do the unpleasant thing if it is right and the resolve not to do the pleasant thing if it is wrong. This must be so because "vast interests are committed to his care; he is the recipient of unbounded trust and confidence; he deals with his client's property, reputation, his life, his all."[34] (Citation omitted)

In this regard, Section 27, Rule 138 of the Rules of Court provides that a lawyer may be removed or suspended from the practice of law, *inter alia*, for grossly immoral conduct. Thus:

Sec. 27. Attorneys removed or suspended by Supreme Court on what grounds. — **A member of the bar may be removed 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 the admission to practice, or for a wilfull disobedience of any lawful order of a superior court, or for corruptly or willful appearing as an attorney for a party to a case without authority so to do. The practice of soliciting cases at law for the purpose of gain, either personally or through paid agents or brokers, constitutes malpractice. (Emphasis ours)

"A lawyer may be suspended or disbarred for any misconduct showing any fault or deficiency in his moral character, honesty, probity or good demeanor."[35] Immoral conduct involves acts that are willful, flagrant, or shameless, and that show a moral indifference to the opinion of the upright and respectable members of the community. Immoral conduct is gross when it is so corrupt

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[34] *Id*. at 276. *See* also *Cordon v. Balicanta*, 439 Phil. 95, 115-116 (2002).

[35] *Sps. Donato v. Atty. Asuncion, Sr.*, 468 Phil. 329, 335 (2004).

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as to constitute a criminal act, or so unprincipled as to be reprehensible to a high degree, or when committed under such scandalous or revolting circumstances as to shock the community's sense of decency. The Court makes these distinctions, as the supreme penalty of disbarment arising from conduct requires grossly immoral, not simply immoral, conduct.[36]

Contracting a marriage during the subsistence of a previous one amounts to a grossly immoral conduct.

The facts gathered from the evidence adduced by the parties and, ironically, from Atty. Catindig's own admission, indeed establish a pattern of conduct that is grossly immoral; it is not only corrupt and unprincipled, but reprehensible to a high degree.

Atty. Catindig was validly married to Gomez twice – a wedding in the Central Methodist Church in 1968, which was then followed by a Catholic wedding. In 1983, Atty. Catindig started pursuing Dr. Perez when their paths crossed again. Curiously, 15 years into his first marriage and four children after, Atty. Catindig claimed that his first marriage was then already falling apart due to Gomez' serious intimacy problems.

A year after pursuing Dr. Perez, Atty. Catindig had a *de facto* separation from Gomez, dissolved their conjugal partnership of gains, obtained a divorce decree from a court in the Dominican Republic, and married Dr. Perez in the USA all in the same year. Atty. Catindig was so enchanted with Dr. Perez at that time that he moved heaven and earth just so he could marry her right away – a marriage that has at least a semblance of legality.

From his own admission, Atty. Catindig knew that the divorce decree he obtained from the court in the Dominican Republic was not recognized in our jurisdiction as he and Gomez were both Filipino citizens at that time. He knew that he was still

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[36] See *Garrido v. Attys. Garrido and Valencia*, 625 Phil. 347, 358 (2010).

validly married to Gomez; that he cannot marry anew unless his previous marriage be properly declared a nullity. Otherwise, his subsequent marriage would be void. This notwithstanding, he still married Dr. Perez. The foregoing circumstances seriously taint Atty. Catindig's sense of social propriety and moral values. It is a blatant and purposeful disregard of our laws on marriage.

It has also not escaped the attention of the Court that Atty. Catindig married Dr. Perez in the USA. Considering that Atty. Catindig knew that his previous marriage remained valid, the logical conclusion is that he wanted to marry Dr. Perez in the USA for the added security of avoiding any charge of bigamy by entering into the subsequent marriage outside Philippine jurisdiction.

Moreover, assuming *arguendo* that Atty. Catindig's claim is true, it matters not that Dr. Perez knew that their marriage is a nullity. The fact still remains that he resorted to various legal strategies in order to render a façade of validity to his otherwise invalid marriage to Dr. Perez. Such act is, at the very least, so unprincipled that it is reprehensible to the highest degree.

Further, after 17 years of cohabiting with Dr. Perez, and despite the various legal actions he resorted to in order to give their union a semblance of validity, Atty. Catindig left her and their son. It was only at that time that he finally decided to properly seek the nullity of his first marriage to Gomez. Apparently, he was then already entranced with the much younger Atty. Baydo, an associate lawyer employed by his firm.

While the fact that Atty. Catindig decided to separate from Dr. Perez to pursue Atty. Baydo, in itself, cannot be considered a grossly immoral conduct, such fact forms part of the pattern showing his propensity towards immoral conduct. Lest it be misunderstood, the Court's finding of gross immoral conduct is hinged not on Atty. Catindig's desertion of Dr. Perez, but on his contracting of a subsequent marriage during the subsistence of his previous marriage to Gomez.

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"The moral delinquency that affects the fitness of a member of the bar to continue as such includes conduct that outrages the generally accepted moral standards of the community, conduct for instance, which makes 'a mockery of the inviolable social institution of marriage.'"[37] In various cases, the Court has held that disbarment is warranted when a lawyer abandons his lawful wife and maintains an illicit relationship with another woman who has borne him a child.[38]

Atty. Catindig's subsequent marriage during the subsistence of his previous one definitely manifests a deliberate disregard of the sanctity of marriage and the marital vows protected by the Constitution and affirmed by our laws. By his own admission, Atty. Catindig made a mockery out of the institution of marriage, taking advantage of his legal skills in the process. He exhibited a deplorable lack of that degree of morality required of him as a member of the bar, which thus warrant the penalty of disbarment.

The Court is not unmindful of the rule that the power to disbar must be exercised with great caution, and only in a clear case of misconduct that seriously affects the standing and character of the lawyer as an officer of the Court and as a member of the bar. Where a lesser penalty, such as temporary suspension, could accomplish the end desired, disbarment should never be decreed. Nevertheless, in this case, the seriousness of the offense compels the Court to wield its power to disbar, as it appears to be the most appropriate penalty.

Atty. Catindig's claim that Dr. Perez's allegations against him are not credible since they are uncorroborated and not supported by affidavits contrary to Section 1, Rule 139-B of the Rules of Court, deserves scant consideration. Verily, Atty. Catindig himself admitted in his pleadings that he indeed married Dr. Perez in 1984 while his previous marriage with Gomez still

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[37] See *Cordova v. Cordova*, 259 Phil. 278 (1989).

[38] See *Tucay v. Atty. Tucay*, 376 Phil. 336 (1999); *Narag v. Atty. Narag*, 353 Phil. 643, 663 (1998); *Obusan v. Obusan, Jr.,* 213 Phil. 437, 440 (1984).

subsisted. Indubitably, such admission provides ample basis for the Court to render disciplinary sanction against him.

There is insufficient evidence to prove the affair between the respondents.

The Court likewise agrees with the Investigating Commissioner that there is a dearth of evidence to prove the claimed amorous relationship between the respondents. As it is, the evidence that was presented by Dr. Perez to prove her claim was mere allegation, an anonymous letter informing her that the respondents were indeed having an affair and the purported love letter to Atty. Baydo that was signed by Atty. Catindig.

The Court has consistently held that in suspension or disbarment proceedings against lawyers, the lawyer enjoys the presumption of innocence, and the burden of proof rests upon the complainant to prove the allegations in his complaint. The evidence required in suspension or disbarment proceedings is preponderance of evidence.[39]

The presentation of the anonymous letter that was received by Dr. Perez only proves that the latter indeed received a letter informing her of the alleged relations between the respondents; it does not prove the veracity of the allegations therein. Similarly, the supposed love letter, if at all, only proves that Atty. Catindig wrote Atty. Baydo a letter professing his love for her. It does not prove that Atty. Baydo is indeed in a relationship with Atty. Catindig.

WHEREFORE, in consideration of the foregoing disquisitions, the Court resolves to **ADOPT** the recommendations of the Commission on Bar Discipline of the Integrated Bar of the Philippines. Atty. Tristan A. Catindig is found **GUILTY** of gross immorality and of violating the Lawyer's Oath and Rule 1.01, Canon 7 and Rule 7.03 of the Code of Professional

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[39] See *Aba v. De Guzman, Jr.*, A.C. No. 7649, December 14, 2011, 662 SCRA 361, 372.

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Responsibility and is hereby **DISBARRED** from the practice of law.

Let a copy of this Decision be entered into the records of Atty. Tristan A. Catindig in the Office of the Bar Confidant and his name is **ORDERED STRICKEN** from the Roll of Attorneys. Likewise, copies of this Decision shall be furnished to the Integrated Bar of the Philippines and circulated by the Court Administrator to all appellate and trial courts.

The charge of gross immorality against Atty. Karen E. Baydo is hereby **DISMISSED** for lack of evidence.

This Decision takes effect immediately.

SO ORDERED.

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

Jardeleza, J., no part, respondent Catindig was colleague in faculty.

EN BANC

[A.C. No. 10679. March 10, 2015]

PO1 JOSE B. CASPE, *complainant, vs.* **ATTY. AQUILINO A. MEJICA,** *respondent.*

SYLLABUS

1. LEGAL ETHICS; ATTORNEYS; DISBARMENT OR SUSPENSION OF ATTORNEYS; IN DISCIPLINARY PROCEEDINGS AGAINST MEMBERS OF THE BAR, THE COMPLAINANT HAS THE ONUS OF PROVING THE CHARGES AGAINST THE RESPONDENT BY