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shabu, it was accused-appellant who delivered the same to the buy-bust team. He was the one who asked for payment, who received the same, and who counted it in the presence of the buy-bust team. It is undeniable that accused-appellant directly participated in the illegal sale of the *shabu*. Consequently, his conviction must be upheld.

WHEREFORE, the decision of the Regional Trial Court, Branch 262, Pasig City is *AFFIRMED in toto*.

Let a copy of this decision be furnished the Honorable Secretary of Justice for whatever action he may deem necessary to take in the case of Hector Tinga.

SO ORDERED.

Quisumbing, Buena, and *De Leon, Jr., JJ.*, concur.

Bellosillo, J. (Chairman), on leave.

SECOND DIVISION

[Adm. Case No. 3910. August 14, 2000]

JOSE S. DUCAT, JR., *complainant, vs.* **ATTYS. ARSENIO C. VILLALON, JR. and CRISPULO DUCUSIN,** *respondents.*

SYNOPSIS

Complainant Jose Ducat, Jr., the registered owner of the subject property, filed an ejectment case against respondent, their family counsel, who hired workers to construct a piggery in the subject property of complainant. Respondent, however, claimed that the subject property had been sold to him orally. Subsequently, he alleged that subject property was given to

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him by the father of complainant (Jose Ducat, Sr.), for past legal services.

The IBP found Atty. Villalon guilty of Gross Misconduct and suspended him from law practice for two (2) years.

Upholding the decision on appeal, the Court held that the acts of respondent lawyer constitute gross misconduct, because: respondent is presumed to know that transfer of any titled real property must be in writing; when the transfer was first reduced in writing in October, 1991, respondent knew it was Jose Ducat, Sr. who signed said document of sale without any special power of attorney from the registered owner thereof, Jose Ducat, Jr.; and as regards the subsequent Deed of Sale dated December 5, 1991 covering the same property, respondent admitted that there was in fact no consideration for the conveyance.

The Supreme Court suspended Atty. Villalon, Jr. from the practice of law for one year because the record did not show that he had any direct participation in the notarization of the questionable deed of sale. The Court enjoins lawyers to act with the highest standards of truthfulness, fair play and nobility in the course of their practice of law.

SYLLABUS

1. **LEGAL ETHICS; CANON 7 OF THE CODE OF PROFESSIONAL RESPONSIBILITY; DUTY OF LAWYERS TO UPHOLD THE INTEGRITY AND DIGNITY OF THE LEGAL PROFESSION.**— The ethics of the legal profession rightly enjoin lawyers to act with the highest standards of truthfulness, fair play and nobility in the course of his practice of law. A lawyer may be disciplined or suspended for any misconduct, whether in his professional or private capacity, which shows him to be wanting in moral character, in honesty, in probity and good demeanor, thus rendering unworthy to continue as an officer of the court. Canon 7 of the Code of Professional Responsibility mandates that "a lawyer shall at all times uphold the integrity and dignity of the legal profession." The trust and confidence necessarily reposed by clients require in the lawyer a high standard and appreciation of his duty to them. To this end, nothing should be done by any member of the legal fraternity which might tend to lessen

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in any degree the confidence of the public in the fidelity, honesty, and integrity of the profession.

2. **ID.; ID.; GROSS MISCONDUCT; ACTS COMPLAINED OF CONSTITUTE GROSS MISCONDUCT IN CASE AT BAR.**— It has been established that the subject parcel of land, with an area of five (5) hectares located in Barrio Pinugay, Antipolo, Rizal, is owned by and registered in the name of complainant herein, Jose Ducat, Jr. Respondent Villalon insists nonetheless that the property was orally given to him by complainant's father, Jose Ducat, Sr., allegedly with the complete knowledge of the fact that the subject property belonged to his son, Jose Ducat, Jr. It is basic law, however, that conveyance or transfer of any titled real property must be in writing, signed by the registered owner or at least by his attorney-in-fact by virtue of a proper special power of attorney and duly notarized. Respondent Villalon, as a lawyer, is presumed to know, or ought to know, this process. Worse, when the transfer was first reduced in writing in October, 1991 per Deed of Sale of Parcel of Land, purportedly in favor of "Atty. Arsenio C. Villalon and/or Andres Canares, Jr.," respondent Villalon knew that it was Jose Ducat, Sr. who signed the said document of sale without any Special Power of Attorney from the registered owner thereof, Jose Ducat, Jr.; and that Jose Ducat, Sr. also signed it for his wife, Maria Cabrido, under the word "Conforme." As regards the subsequent Deed of Absolute Sale of Real Property dated December 5, 1991, covering the same property, this time purportedly in favor of Andres Canares, Jr. only, respondent Villalon admitted that there was in fact no payment of ₱450,000.00 and that the said amount was placed in that document only to make it appear that the conveyance was for a consideration. All these taken together, coupled with complainant Jose Ducat, Jr.'s strong and credible denial that he allegedly sold the subject property to respondent Villalon and/or Andres Canares, Jr. and that he allegedly appeared before respondent notary public Ducusin, convince us that respondent Villalon's acts herein complained of which constitute gross misconduct were duly proven.

3. **ID.; ID.; ID.; ONE-YEAR SUSPENSION PROPER IN CASE AT BAR.**— Unlike the circumstances prevailing in the said case of *Aportadera*, the record does not show that respondent Villalon had any direct participation in the notarization by respondent notary public Crispulo Ducusin of the Deed of

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Absolute Sale of Real Property dated December 5, 1991, which was supposedly signed by complainant Jose Ducat, Jr. who, however, strongly denied having signed the same. The earlier Deed of Sale of Parcel of Land dated "this ____ day of October 1991," allegedly signed by Jose S. Ducat, Sr., as vendor, covering the same property, in favor of respondent "Arsenio S. Villalon and/or Andres Canares, Jr." was not notarized. The record also shows that Jose Ducat, Sr. and complainant Jose Ducat, Jr. are father and son and that they live in the same house at 912 Leo Street, Sampaloc, Manila. It is not also disputed that respondent Villalon has been the lawyer for a number of years of the family of Jose Ducat, Sr.

APPEARANCES OF COUNSEL

Castillo, Salazar, Lazaro, Tuazon and Associates for complainant.

D E C I S I O N

DE LEON, JR., *J.*:

Before us is a verified letter-complaint[1] for disbarment against Attys. Arsenio C. Villalon, Jr., Andres Canares, Jr. and Crispulo Ducusin for deceit and gross misconduct in violation of the lawyer's oath. Investigation proceeded only against respondent Villalon because it was discovered that Andres Canares was not a lawyer while Atty. Crispulo Ducusin passed away on February 3, 1996.[2]

In the letter-complaint,[3] complainant alleged that on October 29, 1991, respondent Villalon, as counsel for the family of complainant, spoke to the father of complainant and asked that he be given the title over a property owned by complainant located in Pinugay, Antipolo, Rizal and covered by TCT No. M-3023, Emancipation Patent No. 410414, because he allegedly

[1] September 24, 1992, filed by Jose Ducat, Jr.

[2] Resolution dated March 1, 2000.

[3] Records, Vol. 1, pp. 1-3.

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had to verify the proper measurements of the subject property. Sometime in November, 1991, however, complainant and his family were surprised when several people entered the subject property and, when confronted by the companions of complainant, the latter were told that they were workers of Canares and were there to construct a piggery. Complainant complained to the barangay authorities in Pinugay and narrated the incident but respondent Canares did not appear before it and continued with the construction of the piggery in the presence of armed men who were watching over the construction. Complainant then went to respondent Villalon to complain about the people of respondent Canares but nothing was done.

Complainant then filed a case for ejectment against respondent Canares. In his Reply however, the latter answered that the subject property was already sold by complainant to respondent Canares in the amount of ₱450,000.00 as evidenced by the Deed of Absolute Sale of Real Property dated December 5, 1991 and notarized by respondent Atty. Crispulo Ducusin. Complainant, however, averred that he never sold the property, signed any document nor received any money therefor, and he also denied having appeared before respondent Ducusin who was the notary public for the Deed of Absolute Sale. Complainant discovered that respondent Villalon claimed that complainant's father allegedly gave the subject property to him (respondent Villalon) as evidenced by a document of sale purportedly signed by complainant.

In his Comment,[4] respondent Villalon denied that allegations of the complainant and in turn, he alleged that the property was given voluntarily by Jose Ducat, Sr. to him out of close intimacy and for past legal services rendered. Thereafter, respondent Villalon, with the knowledge and consent of Jose Ducat, Sr., allowed the subject property to be used by Andres Canares to start a piggery business without any monetary consideration. A Deed of Sale of Parcel of Land was then signed by Jose Ducat, Sr. to evidence that he has conveyed the subject property to respondent Villalon with the name of respondent

[4] Records, Vol. I, pp. 10-19.

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Canares included therein as protection because of the improvements to be introduced in the subject property. Upon presenting the title covering the subject property, it was discovered that the property was registered in the name of Jose Ducat, Jr. and not Jose Ducat, Sr., but the latter told respondents Villalon and Canares not to worry because the land was actually owned by him and that he merely placed the name of his son, Jose Ducat, Jr. Jose Ducat, Sr. then suggested that the subject property be transferred directly from Jose Ducat, Jr. to respondent Canares; hence, he (Ducat, Sr.) got the title and guaranteed that he would return the document already signed and notarized, which he did the following day. According to respondent Canares, the trouble began when Jose Ducat, Sr. came to his office demanding to know why he was not allowed to cut the trees inside the subject property by the caretaker of respondent Canares.

On January 21, 1993, Jose Ducat, Jr. wrote[5] to this Court and averred that he neither signed the Deed of Sale covering the subject property nor did he appear before the notary public Crispulo Ducusin, who notarized the same. He averred that respondents Villalon and Ducusin should be disbarred from the practice of law and respondent Villalon be imprisoned for forging his signature and selling the subject property without his consent.

In his Rejoinder,[6] respondent Villalon denied the allegations of complainant and maintained that he is a member of good standing of the Integrated Bar and that he has always preserved the high standards of the legal profession. Respondent Villalon expressed his willingness to have the Deed of Sale examined by the National Bureau of Investigation and reiterated that the subject property was orally given to him by Jose Ducat, Sr. and it was only in October, 1991 that the conveyance was reduced in writing. He added that the complainant knew that his father, Jose Ducat, Sr., was the person who signed the said document

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[5] Records, Vol. I, pp. 47-48.

[6] Records, Vol. I, pp. 64-72.

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for and in his behalf and that this was done with his consent and knowledge.

This Court referred[7] the case to the Integrated Bar of the Philippines for investigation, report and recommendation.

On May 17, 1997, the IBP Board of Governors passed a resolution adopting and approving the report and recommendation of its Investigating Commissioner who found respondent Atty. Villalon guilty, and recommended his suspension from the practice of law for two (2) years and likewise directed respondent Atty. Villalon to deliver to the complainant his TCT No. M-3023 within ten (10) days from receipt of notice, otherwise, this will result in his disbarment.

The findings of IBP Investigating Commissioner Victor C. Fernandez are as follows:

> Complainant and his witness, Jose Ducat, Sr., testified in a straightforward, spontaneous and candid manner. The sincerity and demeanor they displayed while testifying before the Commission inspire belief as to the truth of what they are saying. More importantly, respondent failed to impute any ill-motive on the part of the complainant and his witness which can impel them to institute the instant complaint and testify falsely against him. To be sure, the testimony of the complainant and his witness deserves the Commission's full faith and credence.
>
> Respondent's evidence, on the other hand, leaves much to be desired. His defense (that he considered himself the owner of the subject property which was allegedly given to him by Jose Ducat, Sr.) rings hollow in the face of a welter of contravening and incontrovertible facts.
>
> FIRST, the registered owner of the subject property is complainant Jose Ducat, Jr. Accordingly, respondent (being a lawyer) knew or ought to know that Jose Ducat, Sr. could not possibly give to him the said property unless the former is duly authorized by the complainant through a Special Power of Attorney. No such authorization has been given. Moreover, Jose Ducat, Sr. has vigorously denied having given the subject property to the respondent. This

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[7] Resolution dated February 1, 1993, Records, p. 46.

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denial is not too difficult to believe considering the fact that ne (Jose Ducat, Sr.) is not the owner of said property.

SECOND, being a lawyer, respondent knew or ought to know that conveyance of a real property, whether gratuitously or for a consideration, must be in writing. Accordingly, it is unbelievable that he would consider himself the owner of the subject property on the basis of the verbal or oral "giving" of the property by Jose Ducat, Sr. no matter how many times the latter may have said that.

THIRD, the Deed of Sale of Parcel of Land (Exh. "1" for the respondent and Exh. "A-2" for the complainant) allegedly executed by Jose Ducat, Sr. in favor of respondent Atty. Arsenio Villalon and/or Andres Canares, Jr. covering the subject parcel of land which respondent prepared allegedly upon instruction of Jose Ducat, Sr. is of dubious character. As earlier adverted to, Jose Ducat, Sr. is not the owner of said property. Moreover, said Deed of Sale of Parcel of Land is a falsified document as admitted by the respondent himself when he said that the signature over the typewritten name Maria Cabrido (wife of Jose Ducat, Sr.) was affixed by Jose Ducat, Sr. Being a lawyer, respondent knew or ought to know that the act of Jose Ducat, Sr. in affixing his wife's signature is tantamount to a forgery. Accordingly, he should have treated the said Deed of Sale of Parcel of Land has (sic) a mere scrap of worthless paper instead of relying on the same to substantiate his claim that the subject property was given to him by Jose Ducat, Sr. Again, of note is the fact that Jose Ducat, Sr. has vigorously denied having executed said document which denial is not too difficult to believe in the light of the circumstances already mentioned.

FOURTH, the Deed of Absolute Sale of Real Property (Exh. "2" for the respondent and Exh. "A-3" for the complainant) allegedly executed by Jose Ducat, Jr. in favor of Andres Canares, Jr. over the subject property (which respondent claims he prepared upon instruction of Jose Ducat, Sr.) is likewise of questionable character. Complainant Jose Ducat, Jr. has vigorously denied having executed said document. He claims that he has never sold said property to Andres Canares, Jr. whom he does not know; that he has never appeared before Atty. Crispulo Ducusin to subscribe to the document; and that he has never received the amount of ₱450,000.00 representing the consideration of said transaction. More importantly, the infirmity of the said Deed of Absolute Sale of Real Property was supplied by the respondent no less when he admitted that there was no payment of ₱450,000.00

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and that the same was placed in the document only to make it appear that the conveyance was for a consideration. Accordingly, and being a lawyer, respondent knew or ought to know the irregularity of his act and that he should have treated the document as another scrap of worthless paper instead of utilizing the same to substantiate his defense.[8]

After a careful consideration of the record of the instant case, it appears that the findings of facts and observations of the Investigating Commissioner, Integrated Bar of the Philippines, which were all adopted by its Board of Governors, are well-taken, the same being supported by the evidence adduced.

The ethics of the legal profession rightly enjoin lawyers to act with the highest standards of truthfulness, fair play and nobility in the course of his practice of law. A lawyer may be disciplined or suspended for any misconduct, whether in his professional or private capacity, which shows him to be wanting in moral character, in honesty, in probity and good demeanor, thus rendering unworthy to continue as an officer of the court.[9] Canon 7 of the Code of Professional Responsibility mandates that "a lawyer shall at all times uphold the integrity and dignity of the legal profession." The trust and confidence necessarily reposed by clients require in the lawyer a high standard and appreciation of his duty to them. To this end, nothing should be done by any member of the legal fraternity which might tend to lessen in any degree the confidence of the public in the fidelity, honesty, and integrity of the profession.[10]

It has been established that the subject parcel of land, with an area of five (5) hectares located in Barrio Pinugay, Antipolo, Rizal, is owned by and registered in the name of complainant

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[8] Records, Vol. I, Report and Recommendation, pp. 7-10.

[9] *Fernando C. Cruz and Amelia Cruz vs. Atty. Ernesto C. Jacinto,* Adm. Case No. 5235, March 22, 2000 citing *Maligsa vs. Cabantig*, 272 SCRA 408 [1997].

[10] *Leonito Gonato and Primrose Gonato vs. Atty. Cesilo A. Adaza,* Adm. Case No. 4083, March 27, 2000 citing *Marcelo vs. Javier, Sr.*, 214 SCRA 1 [1992].

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herein, Jose Ducat, Jr. Respondent Villalon insists nonetheless that the property was orally given to him by complainant's father, Jose Ducat, Sr., allegedly with the complete knowledge of the fact that the subject property belonged to his son, Jose Ducat, Jr. It is basic law, however, that conveyance or transfer of any titled real property must be in writing, signed by the registered owner or at least by his attorney-in-fact by virtue of a proper special power of attorney and duly notarized. Respondent Villalon, as a lawyer, is presumed to know, or ought to know, this process. Worse, when the transfer was first reduced in writing in October, 1991 per Deed of Sale of Parcel of Land,[11] purportedly in favor of "Atty. Arsenio C. Villalon and/or Andres Canares, Jr.," respondent Villalon knew that it was Jose Ducat, Sr. who signed the said document of sale without any Special Power of Attorney from the registered owner thereof, Jose Ducat, Jr.; and that Jose Ducat, Sr. also signed it for his wife, Maria Cabrido, under the word "Conforme" As regards the subsequent Deed of Absolute Sale of Real Property dated December 5, 1991, covering the same property, this time purportedly in favor of Andres Canares, Jr. only, respondent Villalon admitted that there was in fact no payment of ₱450,000.00 and that the said amount was placed in that document only to make it appear that the conveyance was for a consideration.

All these taken together, coupled with complainant Jose Ducat, Jr.'s strong and credible denial that he allegedly sold the subject property to respondent Villalon and/or Andres Canares, Jr. and that he allegedly appeared before respondent notary public Ducusin, convince us that respondent Villalon's acts herein complained of which constitute gross misconduct were duly proven.

Public confidence in law and lawyers may be eroded by the irresponsible and improper conduct of a member of the Bar. Thus, every lawyer should act and comport himself in such a manner that would promote public confidence in the integrity of the legal profession. Members of the Bar are expected to always live up to the standards of the legal profession as embodied

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[11] Exhibit "A-2" *Rollo*, Vol. I, p. 20.

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in the Code of Professional Responsibility inasmuch as the relationship between an attorney and his client is highly fiduciary in nature and demands utmost fidelity and good faith.[12]

We find, however, the IBP's recommended penalty of two (2) years suspension to be imposed upon respondent Atty. Villalon too severe in the light of the facts obtaining in the case at bar. In *Cesar V. Roces vs. Atty. Jose G. Aportadera*,[13] this Court suspended therein respondent Atty. Aportadera for a period of two (2) years from the practice of law for two main reasons:

(i) His dubious involvement in the preparation and notarization of the falsified sale of his client's property merits the penalty of suspension imposed on him by the IBP Board of Governors; and

(ii) The NBI investigation reveals that: (1) respondent misrepresented himself to Gregorio Licuanan as being duly authorized by Isabel Roces to sell her property; (2) it was respondent who prepared the various deeds of sale over Isabel's subdivision lots; (3) Isabel was already confined at a hospital in Metro Manila on January 4, 1980, the deed's date of execution; (4) respondent knew that Isabel was hospitalized in Metro Manila when he subscribed the deed; (5) he knew that Isabel died in Metro Manila soon after her confinement; and (6) he did not give the seller a copy of the questioned deed of sale.[14]

Unlike the circumstances prevailing in the said case of *Aportadera*, the record does not show that respondent Villalon had any direct participation in the notarization by respondent notary public Crispulo Ducusin of the Deed of Absolute Sale of Real Property dated December 5, 1991,[15] which was supposedly signed by complainant Jose Ducat, Jr. who, however,

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[12] *Nakpil vs. Valdes*, 286 SCRA 758, 774 [1998] citing *Igual vs. Javier*, 254 SCRA 416 [1996].

[13] Adm. Case No. 2936, March 31, 1995, 243 SCRA 108.

[14] *Ibid.*, pp. 114, 117-118.

[15] Exhibit "A-3", Vol. II, p. 21.

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strongly denied having signed the same. The earlier Deed of Sale of Parcel of Land dated "this ___ day of October 1991," allegedly signed by Jose S. Ducat, Sr., as vendor, covering the same property, in favor of respondent "Arsenio S. Villalon and/or Andres Canares, Jr." was not notarized. The record also shows that Jose Ducat, Sr. and complainant Jose Ducat, Jr. are father and son and that they live in the same house at 912 Leo Street, Sampaloc, Manila. It is not also disputed that respondent Villalon has been the lawyer for a number of years of the family of Jose Ducat, Sr.

WHEREFORE, respondent ATTY. ARSENIO C. VILLALON, JR. is hereby found guilty of gross misconduct, and he is *SUSPENDED* from the practice of law for a period of ONE (1) YEAR with a warning that a repetition of the same or similar act will be dealt with more severely. Respondent Villalon is further directed to deliver to the registered owner, complainant Jose Ducat Jr., the latter's TCT No. M-3023 covering the subject property within a period of sixty (60) days from receipt of this Decision, at his sole expense; and that failure on his part to do so will result in his disbarment.

Let a copy of this Decision be attached to Atty. Villalon's personal record in the Office of the Bar Confidant and copies thereof be furnished the Integrated Bar of the Philippines.

SO ORDERED.

Mendoza (Acting Chairman), Quisumbing, and *Buena, JJ.*, concur.

Bellosillo, J., on leave.