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FIRST DIVISION

[A.C. No. 12829. September 16, 2020]
(Formerly CBD Case No. 15-4821)

MYRIAM TAN-TE SENG, *Complainant, v.* **ATTY. DENNIS C. PANGAN,** *Respondent*.

[A.C. No. 12830. September 16, 2020]
(Formerly CBD Case No. 16-4966)

MYRIAM TAN-TE SENG, *Complainant, v.* **ATTY. DENNIS C. PANGAN,** *Respondent*.

SYLLABUS

1. LEGAL ETHICS; ATTORNEYS; LAWYER-CLIENT RELATIONSHIP; PROFESSIONAL EMPLOYMENT OR LAWYER-CLIENT RELATIONSHIP EXISTS NOTWITHSTANDING THE ABSENCE OF RETAINER AGREEMENT BETWEEN THEM AND NON-PAYMENT OF FEES.— Respondent was bound to protect complainant's interest the moment the latter sought the former's advice regarding the settlement of her deceased son's estate. To constitute professional employment, it is not essential that the client should have employed the attorney professionally on any previous occasion. If a person, in respect to his business affairs or troubles of any kind, consults with his attorney in his professional capacity with the view to obtaining professional advice or assistance, and the attorney voluntarily permits or acquiesces in such consultation, then the professional employment must be regarded as established.

Here, a lawyer-client relationship was established when complainant sought respondent's legal services for the settlement of her son's estate. To be sure, complainant was introduced to respondent to discuss the properties her deceased son Patrick left behind. Thereafter, they had several meetings at respondent's law office for the preparation and drafting of the Extrajudicial Settlement. Respondent even sent complainant and April the list of pertinent documents he would be needing. From

respondent's own actions, it is crystal clear that a lawyer-client relationship between him and complainant had been forged.

. . .

The absence of retainer agreement and non-payment of fees do not negate the existence of lawyer-client relationship. In ***Burbe v. Atty. Magulta,*** the Court held that to constitute professional employment, it is not essential that any retainer be paid, promised, or charged; neither is it material that the attorney consulted did not afterward handle the case for which his service had been sought.

2. ID.; ID.; CONFLICT OF INTEREST; A LAWYER WHOSE PROFESSIONAL ADVICE WAS SOUGHT BY A PARTY CANNOT LATER REPRESENT THE OPPOSING PARTY; LACK OF OPPOSITION DOES NOT CURE VIOLATION OF THE PROHIBITION.— A lawyer may not, without being guilty of professional misconduct, act as counsel for a person whose interest conflicts with that of his present or former client. The rule covers not only cases in which confidential communications have been confided, but also those in which no confidence has been bestowed or will be used. The rule holds even if the inconsistency is remote, merely probable, or the lawyer has acted in good faith and with no intention to represent conflicting interests.

In this case, respondent abandoned complainant's cause and openly represented April as his client during mediation conferences. Per Certificate of Appearance dated September 28, 2015, Myriam C. Tan Te Seng appeared before the Philippine Mediation Center with Atty. Rita Linda V. Jimeno and Atty. Mary Sayeh P. Hassani while April Marie Paguio Te Seng appeared with respondent Atty. Dennis C. Pangan. Certainly, this is a case of a lawyer representing conflicting interests.

We are not persuaded by respondent's defense that the two (2) lawyers who assisted complainant during the mediation never opposed his appearance as April's representative. The lack of opposition did not cure respondent's violation of the prohibition on representing conflicting interests.

3. ID.; ID.; A LAWYER WHO DISREGARDS THE LAW ON SUCCESSION BY EXCLUDING AN HEIR IN THE

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EXTRAJUDICIAL SETTLEMENT HE PREPARED VIOLATES THE CODE OF PROFESSIONAL RESPONSIBILITY.— Rule 1.02 of the CPR ordains: "**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."

Respondent violated the aforecited rule when he disregarded the law on succession and excluded complainant as heir to her son's estate. Pertinently, Article 985 of the Civil Code decrees: "**Article 985.** In default of legitimate children and descendants of the deceased, his parents and ascendants shall inherit from him, to the exclusion of collateral relatives."

As stated, the absence of legitimate descendants entitles the direct ascendants to inherit from the deceased's estate. Notably though, the Extrajudicial Settlement of Patrick's estate excluded complainant as heir despite the fact that Patrick did not have a legitimate offspring.

4. ID.; ID.; A LAWYER VIOLATES THE CODE OF PROFESSIONAL RESPONSIBILITY (CPR) WHEN HE CHARGED A CLIENT WITH A CRIME USING THE DOCUMENTS ENTRUSTED TO HIM BY THE LATTER IN CONFIDENCE.— Rule 138, Sec. 20 (e) mandates the lawyer to maintain inviolate the confidence, and at every peril to himself, to preserve his client's secrets. . . .

Here, respondent violated the CPR when he charged complainant with falsification using the documents complainant herself entrusted to him in confidence. . . .

In so doing, respondent eroded the public's trust and confidence in the legal profession. For he gave the impression that anything submitted to the lawyer engaged to protect the client's interest may be used against him or her later on when the lawyer-client relationship shall have turned sour.

5. ID.; ID.; USING OFFENSIVE LANGUAGE AGAINST A PARTY IN A PLEADING EXPOSES THE LAWYER TO ADMINISTRATIVE LIABILITY.— Membership in the Bar imposes upon lawyer's certain obligations. Mandated to maintain the dignity of the legal profession, they must conduct themselves honorably and fairly. Any violation of these standards exposes them to administrative liability. . . .

. . .

> Respondent's use of the words "devil," "with a devil smile," and "*atat na atat*" to describe complainant and her actuations during the meetings held for the preparation and drafting of the Extrajudicial Settlement of her son's estate fell short of his sworn duty to act with dignity and civility. The use of these distasteful words in his counter affidavit was uncalled for, to say the least.

APPEARANCES OF COUNSEL

Jimeno Cope & David Law Office for complainant.

D E C I S I O N

LAZARO-JAVIER, *J.*:

The Case

In **CBD 15-4821**, Myriam Tan-Te Seng charged respondent Atty. Dennis C. Pangan with violations of Canon 1, Rules 1.01 and 1.02; Canon 15, Rules 15.02 and 15.03; and Canon 21, Rule 21.02 of the Code of Professional Responsibility (CPR), the Lawyer's Oath, and Rule 138, Section 20 of the Rules of Court. On the other hand, in **CBD 16-4966**, complainant charged respondent with violation of Canon 8, Rule 8.01 of the CPR.

The Complaints

In **CBD 15-4821**,[1] complainant essentially alleged:

On September 18, 2005, her son Patrick Marcel T. Te Seng married April Marie M. Paguio. Patrick, however, was under severe depression and confided to her (complainant) that he was unhappy with his marriage. On July 28, 2014, about nine (9) years into the marriage, Patrick took his own life.

After Patrick's death, she discovered that her daughter-in-law April was previously married to one Neil Paul M. Bermundo

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[1] A.C. No. 12829, *rollo*, pp. 2-19.

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on June 23, 2000. April's marriage to Neil did not last long. Eventually, Neil filed a petition for declaration of nullity of his marriage to April which the Regional Trial Court (RTC) for Ligao City granted. The decree of nullity of marriage became final on July 14, 2003.

On February 24, 2001, while April's marriage to Neil was still subsisting, April gave birth to Patricia Beatrice Paguio. On August 12, 2002, Patrick executed an Affidavit of Acknowledgement and Affidavit for Delayed Registration of Birth, claiming to be Patricia's father. These affidavits were submitted to the National Statistics Office (NSO).

Her sister's best friend Paz Paguio subsequently introduced her to respondent for the settlement of Patrick's estate. Paz even accompanied her and April to respondent's office for a meeting. After officially engaging his services, respondent sent an email addressed to her and April, requesting for documents relevant to the Extrajudicial Settlement of Patrick's estate. Respondent quoted his legal service fee at ₱25,000.00. During one of her visits to respondent's office, she gave respondent pomelos from Davao.

On September 23, 2014, she and respondent had a meeting at Gloria Maris Restaurant together with April and Patricia. Respondent informed them that April and Patricia's share in Patrick's estate would be minimal, about ₱100,000.00 only. Thus, she offered ₱500,000.00 to Patricia as full settlement of her share. Respondent persuaded Patricia to accept her kind gesture as it would pay for her college education. They also agreed that April and Patricia would convey to her their interest in the Quezon City Townhouse which Patrick had paid in full.

Sometime in November 2014, she requested an update from respondent. To her surprise, the Extrajudicial Settlement drafted by respondent excluded her as a legal heir. Based on her consultations with other people though, she and her husband were entitled to one half of their son's estate because Patrick had no legitimate child of his own. She later confirmed this

through another lawyer who enlightened her on the application of Article 997[2] of the Civil Code.

As stated, however, respondent's draft of the Extrajudicial Settlement deliberately omitted Patricia's status. Had it disclosed that Patricia was Neil's illegitimate daughter, it would have stripped Patricia of her entitlement to Patrick's estate in favor of her (complainant) and her husband. The Extrajudicial Settlement, too, failed to state that Patricia was then only thirteen (13) years of age and had no capacity to sign legal documents.

More, respondent deliberately excluded Patrick's 35% ownership of Sweetcraft Corporation from the Extrajudicial Settlement. Earlier, respondent had assisted April in transferring Patrick's shares in the said company to the newly incorporated AMPB Sweetcraft Corporation for purposes of circumventing corporation and tax laws, and to prevent her from acquiring Patrick's share.

Saddened by this turn of events, she engaged a new counsel who invited April to a conference to settle the issue amicably. But April declined. Thus, she was forced to file a case for Annulment/Rescission of Extrajudicial Settlement of Estate, Issuance of Letters of Administration before RTC, Mandaluyong City.

Meanwhile, on August 7, 2015, respondent sued her before the Office of the City Prosecutor, Pasig City for Falsification of Public Documents. A Deed of Sale which she handed before to respondent in confidence was the subject of the complaint.

April was represented by two (2) lawyers in the cases pending between them. But in reality, April's lawyer was actually respondent. In fact, in one of their cases, respondent openly represented April before the Philippine Mediation Center.

Respondent and April must have developed some liking for each other. According to her sources, the two left for Hong

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[2] **ARTICLE 997.** When the widow or widower survives with legitimate parents or ascendants, the surviving spouse shall be entitled to one-half of the estate, and the legitimate parents or ascendants to the other half.

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Kong on November 15, 2015 on the same flight and came back together on November 18, 2015. As confirmed by Certification[3] dated June 17, 2016 of the Philippine Statistics Authority (PSA), respondent married April on November 27, 2015 in Bacolor, Pampanga.

In **CBD 16-4966**,[4] complainant charged respondent with using abusive, offensive, and improper language against her in his Counter-Affidavit dated November 16, 2015. The same contained respondent's response to a complaint she filed against him and April before the Office of the City Prosecutor in Manila for Falsification of Public Document under Articles 171 and 172 of the Revised Penal Code.

In particular, paragraph 17 of respondent's counter-affidavit described her as overly persistent or "*atat na atat*" to sell the property of her deceased son barely a month after his death. On the other hand, in paragraph 27, respondent described her as a devil wearing a devil's smile.

Respondent's Defenses

In **CBD 15-4821**,[5] respondent essentially countered:

There was no attorney-client relationship between him and complainant. He only came to know of complainant on September 10, 2014 when real estate broker and longtime client Paz Paguio introduced them to each other. That day, Paz and her client Myriam (complainant) appeared before his office for documentation of the sale of a property located in Quezon City. For this purpose, complainant handed him a Deed of Absolute Sale dated June 13, 2012 and Transfer Certificate of Title No. 004-2012011774. He learned that the property was registered in the name of Myriam C. Tan, single, and deceased Patrick T. Te Seng married to April Marie P. Te Seng.

He informed Paz and complainant that April should personally visit the office so that they could sign before him and the notary

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[3] A.C. No. 12829, *rollo*, p. 359.

[4] A.C. No. 12830, *rollo*, pp. 2-9.

[5] *Id.* at 108-119.

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public. As instructed, Paz, complainant, and April appeared before him the following week. During their discussion, he learned that April had a daughter with Patrick, named Patricia. He did not want Patricia to be left in the dark saying "*Ayokong kasuhan ako ng batang yan paglaki niya at sabihing mali ang documentation natin*." They then agreed to bring Patricia to him during their next meeting.

This meeting subsequently took place in Gloria Maris Restaurant. There, they all agreed that the Extrajudicial Settlement will be signed by April and Patricia, sans complainant. In fact, it was complainant who approved the final draft of the Extrajudicial Settlement. It took more than a month before Patricia finally signed the Extrajudicial Settlement because she was mad at complainant when she offered ₱500,000.00 in exchange for her share.

As signed, the Extrajudicial Settlement was later on handed to complainant. It was published by Lecson Publishing and Services, Inc. in its November 5, 12, and 19, 2014 issues.

On June 22, 2015, he was surprised that complainant filed a case for settlement of estate before the RTC-Mandaluyong City *via* SP Proc. Case No. MC-15-9510.

Complainant was excluded from the Extrajudicial Settlement since Patricia was Patrick's legitimate daughter and, by law, excludes Patrick's ascendants from inheriting *ab intestato* from Patrick's estate. Per Patricia's Birth Certificate, there was no impediment for her parents to marry at the time she was born. Thus, the subsequent marriage of April and Patrick made Patricia a legitimated child with the same status as legitimate. He was not informed of April's previous marriage with Neil and it was not his duty to investigate nor inquire with the Philippine Statistics Authority regarding the matter.

Complainant could not cry foul as she was on top of the documentation all through its drafting until its publication. Complainant even gave him one (1) box of pomelos to show her gratitude. He gave the pomelos to his staff because he does not like pomelos.

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There was no conflict of interests because complainant was never his client. At any rate, his appearance in the Mediation Proceedings was not a violation of his oath because he merely assisted April upon the latter's request since he was the one who drafted the Extrajudicial Settlement upon complainant's instructions. He never represented April in any of the cases between her and complainant.

Anent the alleged exclusion of Patrick's shares of stock in Sweetcraft Corporation, he was never informed of such ownership. Too, AMPB Sweetcraft Corporation was legally incorporated. It's supposed illegality was only in the mind of complainant who was on a fault-finding mission.

In **CBD 16-4966**,[6] respondent countered, in the main:

There was nothing wrong with describing complainant as a "devil" because at that time, while the whole family was grieving, complainant was trying to get everything she could. He called her a devil because her actuations were not those of a person believing in God's existence. Too, there was nothing wrong with the use of the word "*atat na atat*" because he had difficulty finding the appropriate word in English. The word "persistent" was too light to describe complainant's actuations in trying to amass everything she could shortly after her son's death, leaving nothing to his son's immediate family.

Report and Recommendation of the Integrated Bar of the Philippines Commission on Bar Discipline (IBP-CBD)

By its Consolidated Report and Recommendation[7] dated July 31, 2017, Commissioner Gilbert L. Macatangay recommended that respondent be suspended from the practice of law for one (1) year, thus:

WHEREFORE, premises considered **ATTY. DENNIS C. PANGAN** violated his Lawyer's Oath and pertinent provisions of

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[6] *Id.* at 43-46.

[7] A.C. No. 12829, *rollo*, pp. 364-373.

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the Code of Professional [R]esponsibility and the undersigned Commissioner respectfully recommends that a penalty of suspension from practice of law for a period of one (1) year at the discretion of the Board of Governors be imposed with warning that repetition of similar conduct in the future will warrant a more severe penalty.

RESPECTFULLY SUBMITTTED.

In **CBD 15-4821**, the Commissioner held that as a lawyer, respondent knew that complainant and her husband had the right to inherit from their son, Patrick because Patrick had no legitimate child. Further, respondent committed the following irregularities in the Extrajudicial Settlement:

First. Respondent deliberately hid the fact that Patricia was April's legitimate child from her first marriage.

Second. He made Patricia sign the Extrajudicial Settlement and made it appear that the latter was of legal age when in truth and in fact, she was then only thirteen (13) years old.

Third. He made it appear in the Extrajudicial Settlement that Patrick left no personal property, to the complainant's extreme prejudice.

Respondent, therefore, violated Canons 1, 7, 15, 17, 18 and 19 of the CPR: he violated Canon 1 when he disregarded the applicable laws in succession and taxation; he violated Canon 7 when he took advantage of his client's trust and confidence, undermining the legal profession's integrity and dignity; he violated Canon 15 when he deprived complainant of what was due her from her son's estate and used the same documents entrusted him to charge complainant with falsification of documents; he violated Canon 17 when he dumped complainant as client and openly represented April against complainant; and lastly, respondent's erroneous declarations in the Extrajudicial Settlement constituted violations of Canons 18 and 19 of the CPR.

Meanwhile, in **CBD 16-4966**, the Commissioner held that respondent violated Canon 8, Rule 8.01 of the CPR when he described complainant as a devil with a devil's smile, and "*atat na atat*."

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Resolutions of the IBP-Board of Governors (BOG)

Under its assailed Resolution[8] dated October 4, 2018, the IBP-Board of Governors affirmed with modification, *viz.*:

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RESOLVED to ADOPT the findings of fact and recommendation of the Investigating Commissioner to impose upon Respondent the penalty of ***SUSPENSION from the practice of law for a period of one (1) year****.*

CBD Case No. 16-4966
Myriam Tan-Te Seng vs.
Atty. Dennis C. Pangan

RESOLVED to ADOPT the findings of fact and recommendation of the Investigating Commissioner, ***with modification****, that respondent be* ***SUSPENDED from the practice of law for six (6) months****.*

The IBP elevated the entire records for the Court's final *imprimatur* since the IBP resolutions were mere recommendatory in nature. Per verification, no motion for reconsideration or petition for review was filed by either party as of March 5, 2020.

Threshold Issues

1. Did respondent violate the Lawyer's Oath and the CPR when he neglected complainant's interest in favor of April?
2. Did respondent act in defiance of the law when he excluded complainant as heir to her son's estate?
3. Did respondent commit dishonesty when he excluded Patrick's personal properties from the Extrajudicial Settlement he prepared?

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[8] *Id.* at 362-363.

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4. Did respondent fail to maintain complainant's secrets when he criminally charged her through a document entrusted him in confidence?

5. Are respondent's description of complainant as "*atat na atat*" and a devil with devil's smile offensive enough to warrant respondent's disbarment?

Ruling

We resolve.

When respondent took the lawyer's oath, he swore to obey the laws and conduct himself with all good fidelity to his clients, *viz.*:

> I, do solemnly swear that I will maintain allegiance to the Republic of the Philippines; I will support its Constitution and obey laws as well as the legal orders of the duly constituted authorities therein; I will do no falsehood, nor consent to the doing of any in court; I will not wittingly nor willingly promote or sue any groundless, false or unlawful suit, or give aid nor consent to the same; I will delay no man for money or malice, and 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; and I impose upon myself these voluntary obligations without any mental reservation or purpose of evasion. So help me God.

The sworn duty to obey the laws of the land was reiterated in Canon 1 of the CPR, thus:

> **CANON 1** — A lawyer shall uphold the constitution, obey the laws of the land and promote respect for law and for legal processes.[9]

As will be discussed, respondent failed to live up to his sworn duties and responsibilities in his dealings with complainant.

Respondent was bound to protect complainant's interests

a. There existed a lawyer-client relationship between respondent and complainant

[9] Code of Professional Responsibility, June 21, 1988.

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Respondent was bound to protect complainant's interest the moment the latter sought the former's advice regarding the settlement of her deceased son's estate. To constitute professional employment, it is not essential that the client should have employed the attorney professionally on any previous occasion. If a person, in respect to his business affairs or troubles of any kind, consults with his attorney in his professional capacity with the view to obtaining professional advice or assistance, and the attorney voluntarily permits or acquiesces in such consultation, then the professional employment must be regarded as established.[10]

Here, a lawyer-client relationship was established when complainant sought respondent's legal services for the settlement of her son's estate. To be sure, complainant was introduced to respondent to discuss the properties her deceased son Patrick left behind. Thereafter, they had several meetings at respondent's law office for the preparation and drafting of the Extrajudicial Settlement. Respondent even sent complainant and April the list of pertinent documents he would be needing. From respondent's own actions, it is crystal clear that a lawyer-client relationship between him and complainant had been forged.

Respondent nevertheless denies his supposed lawyer-client relationship with complainant simply because there was no retainer agreement between them and the fact that he did not receive a single centavo from complainant for his services.

We do not agree.

The absence of retainer agreement and non-payment of fees do not negate the existence of lawyer-client relationship. In ***Burbe v. Atty. Magulta***,[11] the Court held that to constitute professional employment, it is not essential that any retainer be paid, promised, or charged; neither is it material that the attorney consulted did not afterward handle the case for which his service had been sought.

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[10] See *Hilado v. David*, 84 Phil. 569-581 (1949).

[11] 432 Phil. 840 (2002).

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At any rate, respondent's denial of lawyer-client relationship between him and complainant was belied by his own statement in his Answer, *viz.*:

> 27. Assu[m]ing arguendo by the stretch of imagination that complainant is the client of respondent, the latter's appearance in the Mediation Proceedings is not a violation of his Oath. Respondent went to the Mediation Proceedings because the latter asked him to do so ***because he is the one who prepared the Extrajudicial Settlement at the instruction of complainant***.[12] *(Emphases supplied)*

b. Respondent abandoned complainant's cause in favor of April

In view of their lawyer-client relationship, respondent was duty bound to protect complainant's cause and refrain from representing interests in conflict therewith in accordance with Canon 15, Rules 15.02 and 15.03, *viz.*:

> **CANON 15** — A lawyer shall observe candor, fairness and loyalty in all his dealings and transactions with his client.
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> x x x x
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> **RULE 15.02** A lawyer shall be bound by the rule on privilege communication in respect of matters disclosed to him by a prospective client.
>
> **RULE 15.03** A lawyer shall not represent conflicting interests except by written consent of all concerned given after a full disclosure of the facts.[13]

A lawyer may not, without being guilty of professional misconduct, act as counsel for a person whose interest conflicts with that of his present or former client. The rule covers not only cases in which confidential communications have been confided, but also those in which no confidence has been bestowed or will be used. The rule holds even if the inconsistency is remote, merely probable, or the lawyer has acted in good faith and with no intention to represent conflicting interests.[14]

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[12] A.C. No. 12829, *rollo*, p. 116.

[13] Code of Professional Responsibility, June 21, 1988.

[14] See *Heirs of Lydio Falame v. Atty. Baguio*, 571 Phil. 428, 441 (2008).

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In this case, respondent abandoned complainant's cause and openly represented April as his client during mediation conferences. Per Certificate of Appearance[15] dated September 28, 2015, Myriam C. Tan Te Seng appeared before the Philippine Mediation Center with Atty. Rita Linda V. Jimeno and Atty. Mary Sayeh P. Hassani while April Marie Paguio Te Seng appeared with respondent Atty. Dennis C. Pangan. Certainly, this is a case of a lawyer representing conflicting interests.

We are not persuaded by respondent's defense that the two (2) lawyers who assisted complainant during the mediation never opposed his appearance as April's representative. The lack of opposition did not cure respondent's violation of the prohibition on representing conflicting interests.

In ***Senior Marketing Corp. v. Bolinas***,[16] the Court suspended Atty. Aquilino P. Bolinas from the practice of law for six (6) months for violation of Canon 15, Rules 15.01 and 15.03, and Canon 21. According to the Court, Atty. Bolinas clearly violated the prohibition against representing conflicting interests when he handled the cases filed against complainant by its employees though he was previously complainant's retained counsel and had access to documents pertinent to the cases filed.

Respondent disregarded the law on succession in excluding complainant as heir

Rule 1.02 of the CPR ordains:

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.[17]

Respondent violated the aforecited rule when he disregarded the law on succession and excluded complainant as heir to her son's estate. Pertinently, Article 985 of the Civil Code decrees:

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[15] A.C. No. 12829, *rollo*, p. 99.

[16] A.C. No. 6740, February 26, 2014.

[17] Code of Professional Responsibility, June 21, 1988.

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Article 985. In default of legitimate children and descendants of the deceased, his parents and ascendants shall inherit from him, to the exclusion of collateral relatives.[18]

As stated, the absence of legitimate descendants entitles the direct ascendants to inherit from the deceased's estate. Notably though, the Extrajudicial Settlement of Patrick's estate excluded complainant as heir despite the fact that Patrick did not have a legitimate offspring.

As reflected in her birth record, Patricia was born on February 24, 2001. At that time, April's marriage to Neil was still subsisting. The nullity of April's marriage to Neil became final only on July 14, 2003. For lack of evidence on the ground invoked for the nullity of April's marriage to Neil, the Court presents two (2) scenarios:

First. If the ground relied upon was either Article 36[19] or 53[20] of the Family Code, Patricia is deemed the legitimate daughter of April and Neil in accordance with Article 54[21] of

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[18] Civil Code of the Philippines, Republic Act No. 386, June 18, 1949.

[19] **ARTICLE 36.** A marriage contracted by any party who, at the time of the celebration, was psychologically incapacitated to comply with the essential marital obligations of marriage, shall likewise be void even if such incapacity becomes manifest only after its solemnization.

The action for declaration of nullity of the marriage under this Article shall prescribe in ten years after its celebration. (Family Code of the Philippines, Executive Order No. 209, July 6, 1987).

[20] **ARTICLE 53.** Either of the former spouses may marry again after complying with the requirements of the immediately preceding Article; otherwise, the subsequent marriage shall be null and void. (Family Code of the Philippines, Executive Order No. 209, July 6, 1987).

ARTICLE 54. Children conceived or born before the judgment of annulment or absolute nullity of the marriage under Article 36 has become final and executory, shall be considered legitimate. Children conceived or born of the subsequent marriage under Article 53 shall likewise be legitimate. (Family Code of the Philippines, Executive Order No. 209, July 6, 1987).

[21] **ARTICLE 54.** Children conceived or born before the judgment of annulment or absolute nullity of the marriage under Article 36 has become final and executory, shall be considered legitimate. Children conceived or

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the Family Code. Patrick's acknowledgment of Patricia as his daughter, by itself, could not have diminished Patricia's status into that of an illegitimate child. For under Art. 170[22] of the Family Code, it was April's then husband Neil, not Patrick, who could have impugned Patricia's legitimacy.

Second. If the ground relied upon was neither Article 36 nor 53 of the Family Code, Patricia would be considered an illegitimate child. To be sure, Article 177 of the Family Code[23] expressly precludes the legitimation of children conceived and born outside of wedlock of parents who, at the time of the conception of the former, were disqualified by any impediment to marry each other. Thus, neither Patrick and April's subsequent marriage on September 18, 2005, nor his Affidavit of Acknowledgment could have raised Patricia's status to that of a legitimated child. For at the time Patricia was conceived and born, there existed a legal impediment for Patrick to marry April; April's marriage to Neil was still subsisting.[24]

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born of the subsequent marriage under Article 53 shall likewise be legitimate. (Family Code of the Philippines, Executive Order No. 209, July 6, 1987).

[22] **ARTICLE 170.** The action to impugn the legitimacy of the child shall be brought within one year from the knowledge of the birth or its recording in the civil register, if the husband or, in a proper case, any of his heirs, should reside in the city or municipality where the birth took place or was recorded.

If the husband or, in his default, all of his heirs do not reside at the place of birth as defined in the first paragraph or where it was recorded, the period shall be two years if they should reside in the Philippines; and three years if abroad. If the birth of the child has been concealed from or was unknown to the husband or his heirs, the period shall be counted from the discovery or knowledge of the birth of the child or of the fact of registration of said birth, whichever is earlier. (263a) (Family Code of the Philippines, Executive Order No. 209, July 6, 1987).

[23] **ARTICLE 177.** Only children conceived and born outside of wedlock of parents who, at the time of the conception of the former, were not disqualified by any impediment to marry each other may be legitimated. (Family Code of the Philippines, Executive Order No. 209, July 6, 1987).

[24] **ARTICLE. 40.** The absolute nullity of a previous marriage may be invoked for purposes of remarriage on the basis solely of a final judgment declaring such previous marriage void.

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In either scenario, complainant and her husband would still have been able to inherit half of Patrick's estate:

> **Article 997.** When the widow or widower survives with legitimate parents or ascendants, the surviving spouse shall be entitled to one-half of the estate, and the legitimate parents or ascendants to the other half.[25]
>
> x x x x
>
> **Article 1000.** If legitimate ascendants, the surviving spouse, and illegitimate children are left, the ascendants shall be entitled to one-half of the inheritance, and the other half shall be divided between the surviving spouse and the illegitimate children so that such widow or widower shall have one-fourth of the estate, and the illegitimate children the other fourth.[26]

In the first scenario, Article 997 of the Civil Code is applicable while in the second, Article 1000. Either way, respondent violated Rule 1.02 of the CPR when he excluded complainant as heir in the Extrajudicial Settlement.

Respondent nevertheless reasons out that no one dared inform him of April's previous marriage to Neil; it was not his duty to investigate and make inquiries at the NSO (now PSA); and he merely relied on the information as laid down by the parties. Respondent's claim, however, is belied by the fact that complainant incessantly insisted that she and her husband were heirs to Patrick's estate. Complainant made this clear from the time she first met respondent and reiterated it with persistent follow ups with respondent. Respondent cannot now feign ignorance thereof.

At any rate, records show that respondent eventually married April on November 27, 2015 at Bacolor, Pampanga. April's CENOMAR would have indicated her previous marriages and their duration. Respondent would then have discovered that Patricia was born during the subsistence of April's marriage to

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[25] Civil Code of the Philippines, Republic Act No. 386, June 18, 1949.

[26] *Id.*

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Neil and, hence, could not be considered as Patrick's legitimated offspring. Yet, he did nothing to rectify the Extrajudicial Settlement and continued to deny complainant and her husband their share in Patrick's estate.

Respondent is exonerated from the charge for dishonesty for lack of merit

Rule 1.01 of the CPR proscribes dishonesty and deceitful conduct, thus:

RULE 1.01 A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.[27]

Here, complainant claims that respondent committed falsehood when he declared in the Extrajudicial Settlement that the deceased left no personal properties when in truth and in fact, Patrick owned 33.65% of Sweetcraft Corporation's outstanding capital stock at the time of his death per the corporation's General Information Sheet.[28] Paragraph 3 of the Extrajudicial Settlement reads:

3. No personal properties are involved in this Extrajudicial Settlement.[29]

The Court, however, cannot fathom how respondent committed falsehood and dishonesty from such declaration. For the provision could have meant that the Extrajudicial Settlement did not cover Patrick's personal properties which could have been the subject of another settlement, or in case of disagreement, be the subject of a separate proceeding for such purpose. What is clear is that the Extrajudicial Settlement prepared by respondent did not include Patrick's personal properties, nothing more.

Meanwhile, the alleged anomalous incorporation of AMPB Sweetcraft Corporation is unsubstantiated. Complainant alleges that respondent assisted April in incorporating AMPB Sweetcraft

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[27] Code of Professional Responsibility, June 21, 1988.

[28] A.C. No. 12829, *rollo*, p. 73.

[29] *Id.* at 32.

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Corporation in fraud of the other stockholders of Sweetcraft Corporation including complainant. They allegedly transferred Patrick's share to the new corporation a week before executing the Extrajudicial Settlement.

To support her allegation, complainant attached AMPB Sweetcraft Corporation's Articles of Incorporation to the complaint, nothing more. This document, however, does not paint a picture of the anomalies which supposedly attended AMPB Sweetcraft's incorporation nor the alleged fraudulent transfer of Patrick's shares.

Thus, respondent is exonerated from the charge of dishonesty.

Respondent criminally charged complainant using a document entrusted to him in confidence

Rule 138, Sec. 20 (e)[30] mandates the lawyer to maintain inviolate the confidence, and at every peril to himself, to preserve his client's secrets. This duty is reiterated in Canon 21, Rules 21.01 and 21.02 of the CPR:

CANON 21 — A lawyer shall preserve the confidences or secrets of his client even after the attorney-client relation is terminated.

RULE 21.01 A lawyer shall not reveal the confidences or secrets of his client except:

a) when authorized by the client after acquainting him of the consequences of the disclosure;

b) when required by law;

c) when necessary to collect his fees or to defend himself, his employees or associates or by judicial action.

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[30] Section 20. Duties of attorneys. — It is the duty of an attorney:

x x x x

(e) To maintain inviolate the confidence, and at every peril to himself, to preserve the secrets of his client, and to accept no compensation in connection with his client's business except from him or with his knowledge and approval;

x x x x

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RULE 21.02 A lawyer shall not, to the disadvantage of his client, use information acquired in the course of employment, nor shall he use the same to his own advantage or that of a third person, unless the client with full knowledge of the circumstances consents thereto.[31]

Here, respondent violated the CPR when he charged complainant with falsification using the documents complainant herself entrusted to him in confidence. By Affidavit-Complaint[32] dated August 7, 2015, he averred:

28. In the course of the documentation, I was misled by respondent Myriam that she is single and she can dispose of her share in the co-ownership on her own without the need for the signature of her husband.

29. ***One of the documents given by respondent and Paz Paguio to me is the Deed of Absolute Sale dated 13 July 2012*** executed by Cambridge Realty and Development Corp. in favour of Myriam C. Tan, single and Patrick Marcel T. Te Seng married to April Marie P. Te Seng (Annex "A").

30. Clearly, in the said Deed of Absolute Sale (Annex "G"), respondent committed falsification of public document by misrepresenting herself as single when she is very much married to Oscar Te Seng.[33] *(Emphases supplied)*

x x x x

In so doing, respondent eroded the public's trust and confidence in the legal profession. For he gave the impression that anything submitted to the lawyer engaged to protect the client's interest may be used against him or her later on when the lawyer-client relationship shall have turned sour. As the IBP-CBD aptly held:

x x x x

Respondent lawyer violated his duties as a lawyer by acting against the interest of his client and keeping her from lawfully receiving

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[31] Code of Professional Responsibility, June 21, 1988.

[32] A.C. No. 12829, *rollo*, pp. 35-43.

[33] *Id.* at 41.

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what was due her from her son's estate. When Atty. Pangan obtained information and received document from the complainant, he was already bound to protect her interest. Worst, respondent used the documents entrusted to him by complainant to file a flimsy criminal case for falsification against her on the ground that she allegedly put her status as "single" when she was still married, although separated de facto.[34]

x x x x

In ***Palacios v. Amora, Jr.***,[35] Atty. Bienvenido Braulio M. Amora, Jr. was suspended from the practice of law for two (2) years for violating the Lawyer's Oath, Canon 15, Rule 15.03; Canon 21, Rules 21.01 and 21.02 of the CPR. Among the violations he committed, Atty. Amora, Jr. accused his former client of several violations using confidential information he secured from complainant while he was the latter's counsel. Thus, Atty. Amora, Jr. was found guilty of violating Canon 21, Rules 21.01 and 21.02 of the CPR.

Respondent's descriptions of complainant in his Counter-affidavit were offensive

Membership in the Bar imposes upon lawyer's certain obligations. Mandated to maintain the dignity of the legal profession, they must conduct themselves honorably and fairly. Any violation of these standards exposes them to administrative liability.[36] Rule 8.01 of the CPR provides:

RULE 8.01 A lawyer shall not, in his professional dealings, use language which is abusive, offensive or otherwise improper.[37]

In his Counter-Affidavit[38] dated November 16, 2015 before the Office of the City Prosecutor of Manila, I.S. No. XV-07-

[34] *Id.* at 372.

[35] 815 Phil. 9 (2017).

[36] See *Nava II v. Artuz*, A.C. No. 7253 & A.M. No. MTJ-08-1717, February 18, 2020.

[37] Code of Professional Responsibility, June 21, 1988.

[38] A.C. No. 12830, *rollo*, pp. 10-33.

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INV-151-05480 for Falsification of Public Document filed by complainant, respondent averred:

x x x x

17. Here we could see who is so persistent (in Tagalog "***atat na atat***") to sell the property of the deceased barely less than a month after his death. This confirms the character of the complainant Myriam who, according to respondent April Marie P. Te Seng (please see her Counter-Affidavit), right after the death of the deceased Patrick Marcel T. Te Seng and before his cadaver could even be put inside the coffin already asked him about the money and other properties left by her dead son.[39]

x x x x

27. When this fact was conveyed to the complainant Myriam, she did not show remorse but even offered a ***devil smile*** saying "malaking amount na yun Attorney, please convince her to accept the amount." The complainant Myriam also sought the help of herein respondent to follow up the check payments of the respondent April [M]arie for the amount she spent in helping her. Right there, I saw the ***devil*** in her person because while the whole family was grieving, here is a mother who is supposed to protect her family but was there to get what the whole family has.[40] (*Emphases supplied*)

Respondent's use of the words "devil," "with a devil smile," and "*atat na atat*" to describe complainant and her actuations during the meetings held for the preparation and drafting of the Extrajudicial Settlement of her son's estate fell short of his sworn duty to act with dignity and civility. The use of these distasteful words in his counter affidavit was uncalled for, to say the least.

In ***Lim v. Mendoza***,[41] the Court held that respondent failed to use temperate and respectful language in his pleading against complainant. In his eagerness to advance his client's cause, respondent imputed on Rufina derogatory traits that are damaging

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[39] *Id.* at 24.

[40] *Id.* at 26.

[41] A.C. No. 10261, July 16, 2019.

to her reputation. He averred that Rufina collected "BILLIONS OF PESOS" in rent which were "DISSIPATED ON HER GAMBLING VICES." There, the Court reminded that lawyers are instructed to be gracious and must use such words as may be properly addressed by one gentleman to another. Our language is rich with expressions that are emphatic but respectful, convincing but not derogatory, illuminating but not offensive.

Penalty

In **A.C. No. 12829** (formerly CBD 15-4821), respondent is found guilty of violating the Lawyer's Oath, Rule 1.02; Canon 15, Rules 15.02 and 15.03; and Canon 21, Rules 21.01 and 21.02 of the CPR. The Court deems it sufficient to impose one (1) year suspension upon respondent in accordance with ***Lim, Jr. v. Villarosa***,[42] where the Court suspended Atty. Nicanor V. Villarosa when he represented conflicting interests in violation of Canons 15 and 22 of the CPR.

In **A.C. No. 12830** (formerly CBD 16-4966), respondent is found guilty of violating Rule 8.01 of the CPR. But respondent's violation is not grave enough to merit suspension, let alone, dismissal. The Court, therefore, deems it proper to reduce the IBP-Board of Governor's imposition of six (6)-month suspension to admonition.

In ***Parks v. Misa, Jr.***,[43] the Court admonished Atty. Joaquin L. Misa, Jr. to refrain from using abusive, offensive or otherwise improper language in his pleadings. There, Atty. Misa executed a counter-affidavit containing defamatory and libelous statement against complainant, even if she was not a party to the complaint for Malicious Mischief and Less Serious Physical Injuries filed by her father against Atty. Misa and several others. In the counter-affidavit, Roselyn was described as a known drug addict, a fraud, and making insinuation that her marriage was a "fixed marriage." According to the Court, Atty. Misa is found guilty of violating Rule 8.01, Canon 8 of the CPR because the statements

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[42] 524 Phil. 37 (2006).

[43] A.C. No. 11639, February 5, 2020.

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were pointless and uncalled for, intended as they were to humiliate or insult Roselyn.

So must it be.

WHEREFORE, the Court finds **Atty. Dennis C. Pangan GUILTY** of the following:

In **A.C. No. 12829 (**formerly CBD 15-4821), he is **GUILTY** of violation of Rule 1.02; Canon 15, Rules 15.02 and 15.03; and Canon 21, Rules 21.01 and 21.02 of the Code of Professional Responsibility. He is **SUSPENDED** from the practice of law for one (1) year.

In **A.C. No. 12830** (formerly CBD 16-4966), he is **GUILTY** of violating Rule 8.01 of the Code of Professional Responsibility. He is **ADMONISHED** to refrain from using abusive and offensive language in his pleadings and is **STERNLY WARNED** that a repetition of the same or similar acts will be dealt with more severely.

This Decision takes effect immediately. Let copy of this Decision be furnished the Office of the Bar Confidant, the Integrated Bar of the Philippines, and the Office of the Court Administrator for circulation to all the courts.

Respondent must inform the Office of the Bar Confidant of the exact date of receipt of this Decision for the purpose of reckoning the period of his suspension from the practice of law. After completing his suspension, respondent is required to submit to the Office of the Bar Confidant the Certifications from the Office of the Executive Judge of the court where he principally practices his profession and from the Integrated Bar of the Philippines Local Chapter of his affiliation affirming that he had ceased and desisted from the practice of law during his suspension.

Within two (2) weeks from the submission of these certifications, the Office of the Bar Confidant shall submit the same to the Court.

SO ORDERED.

Peralta, C.J. (Chairperson), Caguioa, Reyes, Jr., and *Lopez, JJ.,* concur.