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guilty of rape and sentences him to death, is *REVERSED* and accused-appellant is *ACQUITTED*. The appeal from the decision of the trial court, insofar as it finds accused-appellant guilty of rape in Criminal Cases Nos. 5673-V-96, 5674-V-96, and 5675-V-96 and sentences him to the penalty of *reclusion perpetua* in each of said cases, is *DISMISSED* and the decision of the trial court with respect to such cases is declared *FINAL* and EXECUTORY. Let an order of arrest issue against accused-appellant.

SO ORDERED.

Davide, Jr., C.J., Bellosillo, Melo, Puno, Vitug, Kapunan, Quisumbing, Purisima, Pardo, Buena, Gonzaga-Reyes, Ynares-Santiago, and *De Leon, Jr., JJ.*, concur.

Panganiban, J., I reiterate my separate opinions in *People v. Esparas*, 260 SCRA 593 and *People v. Raquino*, G.R. No. 132480, September 30, 1999.

SECOND DIVISION

[A.C. No. 4282. August 24, 2000]

TEODULFO B. BASAS, *complainant, vs.* **ATTY. MIGUEL I. ICAWAT,** *respondent.*

SYNOPSIS

Complainant was one of several workers who filed three separate complaints for illegal dismissal before the NLRC against their employer. Respondent was their lawyer. The complainants therein demanded payment of termination pay, accrued leave benefits, 13th month pay, and moral damages. Finding that the

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workers were validly terminated after completion of the project for which they were hired, the labor arbiter rendered a decision in favor of the employer. However, the employer was ordered to pay the workers' claims for wage differentials, 13th month pay, service incentive leave pay, and attorney's fees. The workers informed the respondent that they wanted to appeal the decision. Respondent filed a notice of appeal, but did not file a memorandum of appeal as required by the Rules of Procedure of the NLRC. Sensing that the respondent had no intention of filing the required memorandum, complainant and his co-workers asked respondent to just withdraw from the case. Instead of withdrawing, respondent threatened to sue their group and the new lawyer they would hire. In the same case, complainant claimed that the respondent gave a receipt for filing fee for the amount of only ₱180.00 when in fact they gave him ₱280.00. Hence, a letter-complaint against respondent for his alleged negligence in handling their case was filed before the Supreme Court by the complainant. The matter was referred to the Integrated Bar of the Philippines (IBP) for investigation, report and recommendation. The IBP found respondent liable for negligence and unprofessional conduct. The acts complained of were clear violations of the Code of Professional Responsibility. A fine of ₱500.00 was recommended by the IBP.

The Supreme Court agreed with the findings and recommendation of the IBP to impose a fine upon respondent Atty. Miguel I. Icawat in the amount of ₱500.00, with a warning that a repetition of the same offense or similar misconduct will be dealt with more severely. According to the Supreme Court, the failure of respondent to file the memorandum of appeal and to issue the proper receipt for the ₱280.00 he received from his clients, the respondent violated Rules 18.03 and 16.01 of the Code of Professional Responsibility.

SYLLABUS

1. LEGAL ETHICS; CODE OF PROFESSIONAL RESPONSIBILITY; LAWYER MANDATED TO SERVE HIS CLIENT WITH COMPETENCE AND DILIGENCE. — Respondent manifestly fell short of the diligence required of his profession, in violation

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of Canon 18 of the Code of Professional Responsibility, which mandates that a lawyer shall serve his client with competence and diligence. Rule 18.03 provides: "A lawyer shall not neglect a legal matter entrusted to him, and his negligence in connection therewith shall render him liable." As this Court reiterated in *Aromin, et al. vs. Boncavil, A.C. No. 5135, September 22, 1999*: "Once he agrees to take up the cause of a client, the lawyer owes fidelity to such cause and must always be mindful of the trust and confidence reposed in him. He must serve the client with competence and deligence, and champion the latter's cause with wholehearted fidelity, care and devotion. Elsewise stated, he owes entire devotion to the interest of the client, warm zeal in the maintenance and defense of his client's rights, and the exertion of his utmost learning and ability to the end that nothing be taken or withheld from his client, save by the rules of law, legally applied. This simply means that his client is entitled to the benefit of any and every remedy and defense that is authorized by the law of the land he may expect his lawyer to assert every such remedy or defense. If much is demanded from an attorney, it is because the entrusted privilege to practice law carries with it the correlative duties not only to the client but also to the court, to the bar, and to the public. A lawyer who performs his duty with diligence and candor not only protects the interest of his client; he also serves the ends of justice, does honor to the bar, and helps maintain the respect of the community to the legal profession."

2. ID.; ID.; ID.; SHOULD ACCOUNT FOR ALL MONEY OR PROPERTY COLLECTED OR RECEIVED FROM THE CLIENT. — For his failure to issue the proper receipt for the ₱280.00 he received from his clients — which he later on claimed to be insufficient for an "old experienced lawyer," whether the amount be ₱180.00 or ₱280.00 — respondent also violated Rule 16.01 of the Code of Professional Responsibility: "A lawyer shall account for all money or property collected or received for or from the client."

APPEARANCE OF COUNSEL

Milagros V. San Juan for complainant.

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RESOLUTION

QUISUMBING, *J.*:

In a letter-complaint dated June 25, 1994, complainant Teodulfo B. Basas alleged negligence on the part of respondent lawyer Miguel I. Icawat in the handling of NLRC-NCR Cases No. 00-09-05043-90, 00-11-06410-92, and 00-06-03672-93 involving complainant and several of his co-workers.

Complainant was one of several workers who filed three separate complaints before the NLRC against their employer, FMC Engineering and Construction, in 1992 and 1993. Respondent was their lawyer.

In those cases, the workers alleged that they were illegally dismissed and demanded payment of termination pay, accrued leave benefits, 13th month pay, and moral damages. On March 21, 1994, labor arbiter Valentin C. Guanio rendered a decision in favor of FMC, after finding that the workers were project workers whose services were validly terminated upon completion of the projects for which they were hired. However, FMC was ordered to pay the workers' claims for wage differentials, 13th month pay, service incentive leave pay, and attorney's fees.

Aggrieved, the workers informed respondent that they wanted to appeal the decision. On May 23, 1994, respondent filed a notice of appeal. However, respondent did not file a memorandum of appeal as required under the Rules of Procedure of the NLRC. Sensing that respondent had no intention to file a memorandum, complainant and his co-workers asked respondent to just withdraw from the case. Instead of withdrawing, however, respondent threatened to sue their group and the new lawyer they would hire, said the complainant.

Complainant also claims that he and his co-workers gave respondent ₱280.00 for filing fee but respondent made a receipt for only ₱180.00.

In his comment, respondent asserts that he filed a notice of appeal at the behest of Flutarco Sueño, complainant in one of

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the labor cases. Respondent claims that herein complainant, along with the other workers, did not wish to file an appeal since they had no money to spend. Respondent alleges that complainant and the other workers instead asked him to withdraw from the case, which respondent refused to do since he did not have a basis therefor and he had already filed a notice of appeal.

Respondent argues that despite his having filed a notice of appeal, he had not received any notice from the NLRC directing him to file an appeal brief.

On October 24, 1994, we referred this matter to the IBP for investigation, report, and recommendation.

In its report dated June 15, 1999, the IBP Commission on Bar Discipline found respondent liable for negligence and unprofessional conduct for his failure to file the required memorandum of appeal before the NLRC, and to account for all the money he received from his clients. Both are clear violations of the Code of Professional Responsibility. The IBP Board of Governors adopted and approved the report of the Commission, with an amendment that the fine to be imposed against respondent be reduced to ₱500.00 from ₱1,000.00.

We are in full accord with the findings and recommendation of the IBP.

Rule VI, Section 3(a) of the NLRC Rules of Procedure requires that:

"The appeal shall be filed within the reglementary period as provided in Section 1 of this Rule; shall be under oath with proof of payment of the required appeal fee and the posting of a cash or surety bond as provided in Section 5 of this Rule; *shall be accompanied by a memorandum of appeal* which shall state the grounds relied upon and the arguments in support thereof; the relief prayed for; and a statement of the date when the appellant received the appealed decision, order or award and proof of service to the other party of such appeal.

A mere notice of appeal without complying with the other requisites aforestated shall not stop the running of the period for perfecting an appeal." (Italics supplied.)

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Respondent's failure to file the memorandum of appeal required by the NLRC Rules of Procedure reveals his poor grasp of labor law. Respondent practically admitted that he did not file the memorandum, when he claimed that "despite follow ups made [he had] not yet received an order wherein which (*sic*) to file APPEAL BRIEF with the National Labor Relations Commission."[1] His failure to file the memorandum clearly prejudiced the interests of his clients.

Respondent manifestly fell short of the diligence required of his profession, in violation of Canon 18 of the Code of Professional Responsibility, which mandates that a lawyer shall serve his client with competence and diligence. Rule 18.03 provides:

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

As we reiterated in *Aromin, et al. v. Boncavil, A.C. No. 5135, September 22, 1999*:[2]

"Once he agrees to take up the cause of a client, the lawyer owes fidelity to such cause and must always be mindful of the trust and confidence reposed in him. He must serve the client with competence and diligence, and champion the latter's cause with wholehearted fidelity, care, and devotion. Elsewise stated, he owes entire devotion to the interest of the client, warm zeal in the maintenance and defense of his client's rights, and the exertion of his utmost learning and ability to the end that nothing be taken or withheld from his client, save by the rules of law, legally applied. This simply means that his client is entitled to the benefit of any and every remedy and defense that is authorized by the law of the land he may expect his lawyer to assert every such remedy or defense. If much is demanded from an attorney, it is because the entrusted privilege to practice law carries with it the correlative duties not only to the client but also to the court, to the bar, and to the public. A lawyer who performs his duty with diligence and candor not only protects the interest of his client; he also serves the ends of justice, does honor to the bar, and helps maintain the respect of the community to the legal profession."

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[1] *Rollo*, p. 59.

[2] Citing *Santiago v. Fojas*, 248 SCRA 68, 73-74 (1995).

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For his failure to issue the proper receipt for the ₱280.00 he received from his clients — which he later on claimed to be insufficient for an "old experienced lawyer," whether the amount be ₱180.00 or ₱280.00 — respondent also violated Rule 16.01 of the Code of Professional Responsibility.

"A lawyer shall account for all money or property collected or received for or from the client."

WHEREFORE, the Court resolves to *FINE* Atty. Miguel I. Icawat in the amount of ₱500.00, with a warning that a repetition of the same offense or a similar misconduct will be dealt with more severely.

SO ORDERED.

Bellosillo (Chairman), Mendoza, Buena, and *De Leon, Jr., JJ.*, concur.

SECOND DIVISION

[A.M. No. MTJ-00-1269. August 24, 2000]
[Formerly OCA I.P.I. No. 98-638-MTJ]

DOMINGA D. QUILAL-LAN, *complainant, vs.* **JUDGE ALICIA L. DELOS SANTOS, Municipal Trial Court, Digos, Davao del Sur,** *respondent.*

SYNOPSIS

Dominga D. Quilal-Lan filed a complaint against Judge Alicia L. de los Santos for her failure to render judgment within the prescribed period in a case for forcible entry wherein the complainant's daughter was among the defendants. In her comment, respondent pointed out that she was on sick leave and was hospitalized, hence, she could not be expected to render a decision on the subject forcible entry case. Per order of