



Republic of the Philippines
Supreme Court
Manila

EN BANC

ROGER D. ASUNCION,
Complainant,

A.C. No. 13242 [Formerly
CBD Case No. 15-4692]

Present:

GESMUNDO, C.J.,
LEONEN,
CAGUIOA,
HERNANDO,
LAZARO-JAVIER,
INTING,
ZALAMEDA,
LOPEZ, M.,
GAERLAN,
ROSARIO,
LOPEZ, J.,
DIMAAMPAO,
MARQUEZ,
KHO, JR., and
SINGH, JJ.

- versus -

ATTY. RONALDO P.
SALVADO,

Respondent.

P. Promulgated:

July 5, 2022

X ----- *[Signature]* ----- X

DECISION

PER CURIAM:

This administrative case is rooted on the disbarment complaint¹ dated August 10, 2015 filed by Roger D. Asuncion (complainant) against Atty. Ronaldo P. Salvado (respondent) before the Integrated Bar of the Philippines (IBP) – Commission on Integrity and Bar Discipline (CIBD) for violation of the Code of Professional Responsibility (CPR), more

¹ See Salaysay ng Reklamo, *rollo*, pp. 2-5.

particularly, Rule 15.06 of Canon 15, Canon 17, and Rules 18.03 and 18.04 of Canon 18 which read:

CANON 15 — A lawyer shall observe candor, fairness and loyalty in all his dealings and transactions with his client.

x x x x

RULE 15.06 A lawyer shall not state or imply that he is able to influence any public official, tribunal or legislative body.

x x x x

CANON 17 — A lawyer owes fidelity to the cause of his client and he shall be mindful of the trust and confidence reposed in him.

x x x x

CANON 18 — A lawyer shall serve his client with competence and diligence.

x x x x

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

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

The Antecedents

In his complaint, complainant alleged that he asked for legal assistance from respondent on November 23, 2013 relating to the annulment of the previous marriage of his mother, Feliza Asuncion (Feliza);² that the total legal fee respondent charged was ₱700,000.00, wherein they agreed that he would pay 50%, or ₱350,000.00 up front to respondent;³ that in exchange, respondent will contact officials from the National Statistics Office (NSO) so they can prepare the requested documents and secure a favorable judgment in two months;⁴ and that he

² See Memorandum of Agreement, *id.* at 7.

³ *Id.* at 7, 38.

⁴ *Id.* at 2.

paid ₱70,000.00 as acceptance fee on November 23, 2013,⁵ ₱50,000.00 on December 4, 2013,⁶ ₱200,000.00 on January 7, 2014,⁷ and ₱100,000.00 on February 4, 2014,⁸ for a total amount of ₱420,000.00.⁹

Complainant further alleged that when he asked for an update regarding the case, respondent got angry and said “[’w]ag nyo ko madaliin, hindi lang ako ang gumagawa ng papeles na pinapagawa ninyo!”,¹⁰ that he waited outside respondent’s office as instructed by the latter, but instead of meeting him at 8:00 p.m., respondent went down to meet him after his drinking session at about 3:00 a.m.; that respondent promised that he will deliver the NSO documents requested, but the former failed; that respondent stopped going to his office and ignored his calls; that he had no idea as to the status of the documents he requested; and that he received a call from respondent asking for one week to return the amount he received, but he never heard from respondent again.¹¹

To support his claims, complainant submitted the following pieces of evidence: (1) receipts¹² issued by respondent; (2) their Memorandum of Agreement (MOA);¹³ and (3) screenshots of their text messages.¹⁴

The MOA reads:

This MEMORANDUM OF AGREEMENT made and executed at this 4th day of December, by and between:

ATTY. RONALDO P. SALVADO of legal age, Filipino, and with residence at Monterey Hills Subd. Phase 2, San Mateo Rizal, hereinafter referred to as the FIRST PARTY,

-and-

FELIZA ASUNCION FERRARI, represented by her son, ROGER

⁵ Id. at 6.

⁶ Id. at 10.

⁷ Id. at 11.

⁸ Id. at 12.

⁹ Id. at 27.

¹⁰ Id. at 3.

¹¹ Id.

¹² Id. at 6, 10-12.

¹³ Id. at 7-9.

¹⁴ Id. at 13-21.

ASUNCION, of legal age, Filipino and with residence at Malaya, Malanday[,] Marikina City, hereinafter referred to as the SECOND PARTY;

WITNESSETH: That:

WHEREAS, the SECOND PARTY sought the services of the FIRST PARTY to handle the legal concerns of the former concerning her previous marriage with one Julio Asuncion sometime in 1983.

WHEREAS, the FIRST PARTY has agreed to deliver to the SECOND PARTY the services sought for under the following terms and conditions, thus:

1. The SECOND PARTY shall pay the FIRST PARTY the sum of SEVEN HUNDRED THOUSAND PESOS (P700,000.00) in exchange for certain *legal documents showing, that the SECOND PARTY'S previous marriage with Julio Asuncion in 1983 had already been dissolved and/or that she had no existing/subsisting marriage at the time she contracted marriage with one Charles Ferrari on July 28, 1988.*

2. The documents showing the SECOND PARTY'S legal capacity to contract marriage with Charles Ferrari in 1988 shall be released only upon full payment of the sum of SEVEN HUNDRED THOUSAND PESOS (P700,000.00).

The FIRST PARTY hereby acknowledges receipt from the SECOND PARTY'S [*sic*] of the SEVENTY THOUSAND PESOS (P70,000.00) as acceptance fee for handling the aforementioned services, which amount is not part of the sum of SEVEN HUNDRED THOUSAND PESOS (P700,000.00) as mentioned and above.¹⁵ (Italics supplied.)

In its Order¹⁶ dated August 12, 2015, the IBP Board of Governors directed respondent to file an answer; however, respondent did not comply.¹⁷ Upon verification by the Investigating Commissioner, Atty. Juan Orendain P. Buted (Commissioner Buted), the Order was sent to respondent's indicated address at No. 28 Madonna Lane, Monterey Hills Subdivision, San Mateo, Rizal.¹⁸

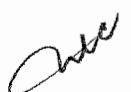
On June 9, 2016, Commissioner Buted issued a Notice of

¹⁵ Id. at 7-8.

¹⁶ Id. at 23.

¹⁷ Id. at 70.

¹⁸ Id.



Mandatory Conference¹⁹ via registered mail to complainant and respondent; however, only complainant and his counsel appeared at the hearing held on July 4, 2016.²⁰ Thus, Commissioner Buted reset the mandatory conference to September 14, 2016. He noted that there is no return card on record, an indication that respondent received the Notice of Mandatory Conference.²¹

Once again, respondent failed to appear at the mandatory conference held on September 14, 2016; thus, the mandatory conference was reset to November 7, 2016.²²

On November 7, 2016, both parties failed to attend the mandatory conference. The notice of the November 7, 2016 mandatory conference sent to complainant was returned to the IBP-CIBD with the notation "RTS-Moved Out."²³ Hence, Commissioner Buted terminated the mandatory conference so as not to delay the proceedings and directed the parties to submit their respective position papers.²⁴ Neither party filed a position paper.²⁵

Recommendation of the IBP Investigating Commissioner

In his Report and Recommendation²⁶ dated May 29, 2017, Commissioner Buted recommended that respondent be found guilty of violating Canon 17 and Rules 18.03 and 18.04 of Canon 18 of the CPR in view of his infidelity and negligence of his client's concerns. He further recommended that respondent be suspended from the practice of law for five years.²⁷

Commissioner Buted found that despite receiving the aggregate amount of ₱350,000.00, respondent stopped communicating with complainant and respondent reneged on his duty to deliver the requested document. Per respondent, complainant failed to pay the full amount.

¹⁹ Id. at 24.

²⁰ See Minutes of the Hearing; id. at 25.

²¹ Id. at 25-26.

²² Id. at 31-32.

²³ Id. at 34.

²⁴ Id.

²⁵ Id. at 71.

²⁶ Id. at 68-74.

²⁷ Id. at 74.

But from the text conversation of the parties, Commissioner Buted concluded that respondent received the balance from complainant on February 4, 2014.²⁸

Commissioner Buted further noted that aside from the present case, he had investigated a similar case filed against respondent in CBD Case No. 15-4691 entitled *Lucinda I. Ereñeta & Jarael I. Ereñeta v. Atty. Ronaldo P. Salvado*²⁹ (*Ereñeta*), wherein he recommended that respondent be found guilty of violating Canon 17, and Rules 18.03 and 18.04 of Canon 18 and that therein respondent be suspended from the practice of law for five years.³⁰

Commissioner Buted furthermore noted that the Court found respondent guilty of violating Rules 1.01 of Canon 1 and Rule 7.03 of the CPR in A.C. No. 10952, entitled *Engel Paul Aca v. Atty. Ronaldo P. Salvado*³¹ (*Aca*). According to Commissioner Buted, the foregoing cases show respondent's propensity to violate the CPR.³²

Resolutions of the IBP Board of Governor

In the Resolution³³ dated September 7, 2019, the IBP Board of Governors adopted Commissioner Buted's Report and Recommendation, viz.:

*RESOLVED to APPROVE and ADOPT, as it is hereby APPROVED and ADOPTED, the Report and Recommendation of the Investigation Commissioner in the above-entitled case, herein made part of this Resolution as Annex "A"; and finding the recommendation fully supported by the evidence on record and the applicable laws and rules, Atty. Ronaldo P. Salvado is hereby **SUSPENDED from the practice of law for a period of five (5) years.***³⁴ (Emphasis and italics in the original.)

On December 9, 2019, respondent moved for reconsideration of

²⁸ Id. at 71-73.

²⁹ See also A.C. No. 10424 (Notice), May 5, 2021.

³⁰ *Rollo*, p. 73.

³¹ 779 Phil. 214 (2016).

³² *Rollo*, p. 73.

³³ Id. at 66-67.

³⁴ Id. at 66.

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the above Resolution dated September 7, 2019.³⁵ Respondent alleged that he did not receive any of the orders and notices in the present case. He explained that his correct address was 003 Madonna Lane, Monterey Hills Subd., Phase II, Brgy. Silangan, San Mateo, Rizal, which was recently changed to Blk. 5, Lot 19 Madonna Lane, Monterey Hills Subd., Phase II, Brgy. Silangan, San Mateo, Rizal.³⁶

In his defense, respondent contended that: (1) he did not receive the balance of ₱350,000.00 as agreed upon; (2) his obligation to deliver the requested documents “that is, the decree/decision of annulment” is entirely dependent or conditioned upon the prior full payment by the complainant; (3) the screenshots of text messages cannot be used as evidence because there is no showing that they have been authenticated as originating from his phone number as prescribed by the Rules on Electronic Evidence and the requirements under the Republic Act No. 8792, otherwise known as the *Electronic Commerce Act of 2000*; (4) he had already settled all his remaining obligations to the complainants in *Ereñeta*; (5) the dishonor of the questioned cases in *Aca* was not intentional or deliberate and that he was a victim of failed lending transactions; and (6) complainant is no longer interested in pursuing the instant case.³⁷

In its Resolution³⁸ dated March 27, 2021, the IBP Board of Governors denied respondent’s motion for reconsideration, to wit:

*RESOLVED to DENY, as it is hereby DENIED, the Motion for Reconsideration filed by respondent, there being no new reason and/or new argument adduced to reverse the Resolution dated September 7, 2019 of the Board of Governors.*³⁹ (Italics in the original.)

The Issue

The issue for the Court's resolution is whether respondent should be disbarred.

³⁵ Id. at 45-49.

³⁶ Id. at 45.

³⁷ Id. at 46-47.

³⁸ Id. at 64-65.

³⁹ Id. at 64.

The Court's Ruling

Administrative proceedings against lawyers are *sui generis* and are neither civil nor criminal actions but rather investigations by the Court into the conduct of its officers.⁴⁰ It must be stressed, however, that a lawyer “enjoys the legal presumption that he is innocent of charges against him until the contrary is proved.”⁴¹ The burden is on the complainant to establish his case by substantial evidence—“that amount of relevant evidence that a reasonable mind might accept as adequate to support a conclusion.”⁴²

Anent complainant's loss of interest in the case, the Court stresses that a case for disbarment is “not meant to grant relief to a complainant as in a civil case, but is intended to cleanse the ranks of the legal profession of its undesirable members in order to protect the public and the courts,”⁴³ and thus, complainant's interest in the case is of no moment. Not even an affidavit of desistance or recantation will *ipso facto* result in the termination of a disbarment case.⁴⁴

The respondent was given ample opportunity to defend himself.

While respondent asserted that the notices were not sent to his correct address, it is uncanny that he nonetheless received the September 7, 2019 Resolution of the IBP Board of Governors together with Commissioner Buted's Report and Recommendation which were sent to the same address.⁴⁵ It is likewise incredible that complainant indicated the same address as the address provided by the complainants in *Ereñeta*. In that case, respondent also failed to file an answer and appear before the Investigating Commissioner. Coincidentally, he received a copy of IBP Board Resolution No. XXII-2017-1168 dated June 17, 2017,

⁴⁰ *Bernaldez v. Atty. Anquilo-Garcia*, 794 Phil. 67, 71 (2016), citing *Sebastian v. Atty. Bajar*, 559 Phil. 211, 222 (2007).

⁴¹ *Gradiola v. Atty. Deles*, 833 Phil. 299, 308 (2018).

⁴² *Dillon v. Atty. De Quiroz*, A.C. No. 12876, January 12, 2021.

⁴³ *Atty. Yumul-Espina v. Atty. Tabaquero*, 795 Phil. 653, 659 (2016), citing *Ventura v. Samson*, 699 Phil. 404 (2012).

⁴⁴ See *Cristobal v. Atty. Renta*, 743 Phil. 145 (2014); *Gaviola v. Atty. Salcedo*, 472 Phil. 624 (2004); *Bernaldez v. Atty. Anquilo-Garcia*, supra note 37; *Ventura v. Atty. Samson*, 699 Phil. 404 (2012).

⁴⁵ Respondent quoted portions of Commissioner Buted's Report and Recommendation in his Motion for Reconsideration; *rollo*, pp. 46-47.

which was sent to the same address, and consequently, moved for its reconsideration on September 12, 2017.⁴⁶

From the foregoing, it can be inferred that respondent has the propensity to ignore notices from the IBP, except for the Resolutions by the IBP Board of Governors. As aptly observed by Commissioner Buted, the registry return receipts indicate that respondent, or his representative received the notices.⁴⁷ In the absence of contrary evidence, “a letter duly directed and mailed was received in the regular course of the mail.”⁴⁸ Here, it is presumed that respondent received the notices of the IBP. The special power of attorney⁴⁹ presented by respondent is not sufficient to discharge this presumption for it is settled that a person may have numerous places of residence.⁵⁰

Respondent cannot now pretend that he did not receive a copy of the complaint and the notices of mandatory conference from the IBP which were sent prior to the resolutions of the IBP Board of Governors. A lawyer cannot evade the processes of the IBP and thwart any disbarment proceeding by simply changing his/her address.⁵¹

Nonetheless, respondent was able to file a motion for reconsideration wherein he answered complainant’s allegations and rebutted the findings of Commissioner Buted. The essence of due process is simply the opportunity to be heard⁵² and to present one’s case. Any seeming defect in the observance of due process is cured by the filing of a motion for reconsideration.⁵³

*Ephemeral electronic communications
(text messages) are admissible evidence
under the Rules on Electronic
Evidence.*

⁴⁶ Id.

⁴⁷ Id. at 40-41. See also id. at 24-A, 26-A 32-A, 34-A, 40-41.

⁴⁸ Sec. 69, Rule 120, Rules of Court.

⁴⁹ *Rollo*, p. 50.

⁵⁰ See *Koh v. Court of Appeals*, 160-A Phil. 1034, 1042 (1975), citing *Uytensu v. Republic*, 95 Phil. 890 (1954).

⁵¹ See *Lapitan v. Atty. Salgado*, A.C. No. 12452, February 18, 2020.

⁵² *Roces v. Aportadera*, 312 Phil. 1035, 1043 (1995)

⁵³ *Ylaya v. Atty. Gacott*, 702 Phil. 390, 404-405 (2013), citing *A. Z. Arnaiz Realty, Inc. v. Office of the President*, 638 Phil. 481, 491 (2010).

Complainant submitted screenshots of the text messages exchanged between him and respondent⁵⁴ which read as follows:

FROM: Respondent⁵⁵
Date: February 4, 2014
Time: 10:10 a.m.

Roger, I hav been telling u ever since n hndi promulgate ang decisyon n kailangan natin hanggat d nabibigay ang kalahati...den yung copy ng decisyn wil b transmitted 2 d NSO and Local Civil Registrar 4 d annotation ng annulment s marriage contract...i told u 2 wks ang timeline mula pagbgay ng kalahati b4 u wil be provided wid a copy ng Decisyn...wala dn mangyayari if u gve d 5ok dhl dapt mabuo yung 35ok n kalahati b4 promulgate nila decisyn..if we gve dem d 100k now, sa feb 18 nila bgay certified true copy decisyn! Paulit2 ko ng snabi s inyo yan pero d nyo ako iniintindi! Nuon pa man, sinasbi ko n s inyo na hndi ako kundi grupo ng contact ko ang nagproproseso ng docs! Kung tapos n yn at nasakin na bkt d ko pa bgay? Eversince ang budget ang nging problema! Tagal n sana tapos yn.⁵⁶

FROM: Respondent
Date: February 4, 2014
Time: 10:50 a.m.

Ilang beses ko n pinalawinag na kailangan mabuo ang kalahati para promulgate decisyn at dapt ready blanse bgo release nila ang orig at certified true copy ng decisyn! Ang masama, ako na nga ang 2mu2long tila punagdududahan nyo pa ako s 100k n yan! Kung gusto nyo tloga matapos yan, ihulog niyo n lng pera s bangko at bgyn ko n lng kayo receipt later...nasa hearing pa ako ngayn s Tuguegarao City at bukas p ng hapon ang flight ko pblik! If ever, thursday n tayo pde magkita...⁵⁷

FROM: Complainant
Date: February 4, 2014
Time: 10:53 a.m.

Hnd pwd bg ganun nun atty, alam nyo hnd kmi nag pabaya talangang hrap kmi mka hanap ng pera para nman tau nag lulukuhan nyan eh 100k gsto nyo kunin tas 18 pa relesesing alam nyo 20 ang hiring parang makakarating pa yun sa swiss tun papers parang naglulukuhan nman tau nyan...isipin nyo yun kausap nyo diko problema yan provlema nyo yan kmi naghahanap kmi kng pwd nga

⁵⁴ *Rollo*, pp. 13-21.

⁵⁵ Saved as "Attorney smart" in complainant's phonebook.

⁵⁶ *Rollo*, p. 16.

⁵⁷ *Id.* at 17.

lang itigil to nun umpisa plang itinigil nmin 2 kso nag patuloy prub kmi dpo ba..gawan nyo paraan yan dahil gumawa rin aq paraan para dto kng enu linapitan ko para mkakuha ng pera⁵⁸

FROM: Respondent
Date: February 4, 2014
Time: 11:09 a.m.

Honestly, sobra2 n pakiusap at pagpapaliwanag na gnawa ko mairaos lng ang decisyn na syang kaisa isang depensa na pde panghawakkan ng nanay mo para madismis kaso nya! Naintindihan ko sitwasyn nyo pero dapat intindihn nyo rn stwasyon ko! Kung gusto nyong ma2lungan kayo, magtiwala at makipag2lungan dn kayo...hope u understand⁵⁹

FROM: Complainant
Date: February 4, 2014
Time: 11:09 a.m.

Kung 18 nyo ibibigay yang mga papel na yan wala ng pag gagamitan nyan dahil 20 ang hearing ng mother ko ipapadala pa yan sa switzerland. Hindi pwede yung ganun paki gawan ng paraan nag hirap mag hanap ng pera panay txt kayo sa akin inipit din nyo ako kaya gumawa ako ng paraan tapos 18 nyo ibibigay anu mangyayare sa nanay ko dun sa hearing nya !⁶⁰

FROM: Respondent
Date: February 4, 2014
Time: 11:44 a.m.

Wag mo ako mamanduhan tila s Recto ginagawa dokmento! Sobra2 na follow up ko s inyo dhl sbi ko gagahulin tayo pag pinatagal pa! Ano gnawa nyo? Gusto nyo magkaraon ng 2nay at maayos n defense pero d nyo naman pinaglalaanan ng priodad! Kung nuon nyo p bnua pera, tagal n sna tapos kaso ng nanay mo! At wala ka karapatan na magmando n ibigay ang mga dokumento n d pa byad ang lahat! Maliwanag ang usaping iyan! Saka d kailangang isakripisyo ang ibang commitments ko s pagantay s inyo n ideliver ang pyment dhl responsibilidad nyo yn! I hav hundreds of pending cases also! Ikaw at nanay mo kausap ko d2 kaya d kailngang humarap kung kani kanino! At ito intindhn mo, nadelay ang proceso dahil s kakulangan nyo s budget.d ako nagkulang s paalala s inyo kht nagmumukha n akong tanga! Umayos ka ng salita kung gusto may patutunguhan pa

⁵⁸ Id.

⁵⁹ Id.

⁶⁰ Id. at 17-18.

ang usaping ito! Kayo nan ga nagkulang kayo pa ang may ganang magsalita ng ganyan!⁶¹

FROM: Respondent
Date: February 4, 2014
Time: 12:24 a.m.

eto ang BDO current account ng exec secretary ko # 402 800 136-9 name Hazel Sarabia Boado. Pede nyo deposit nalang d2 pera

Ma Vesta s Aquino rcbc act no 9007004692 or s acct n to⁶²
(Underscoring omitted.)

Respondent argues that the records are bereft of any proof which would show that the messages originated from a phone number registered in his name. For him, the text messages are inadmissible for failure to satisfy the requirements under the Rules on Electronic Evidence.⁶³

The Court is not persuaded.

Text messages are classified as ephemeral electronic communications under Section 1(k), Rule 2 of the Rules on Electronic Evidence; thus:

SECTION 1. *Definition of Terms.* — For purposes of these Rules, the following terms are defined, as follows:

x x x x

(k) “Ephemeral electronic communication” refers to telephone conversations, *text messages*, chatroom sessions, streaming audio, streaming video, and other electronic forms of communication the evidence of which is not recorded or retained. (Italics in the original and supplied.)

In *Bartolome v. Maranan*⁶⁴ (*Bartolome*), the Court held that ephemeral electronic communications are admissible evidence subject to

⁶¹ Id. at 18.

⁶² Id. at 18, 42.

⁶³ Id. at 46.

⁶⁴ 747 Phil. 72 (2014).

the conditions set forth in Section 2, Rule 11 of the Rules on Electronic Evidence,⁶⁵ thus:

SECTION 2. *Ephemeral electronic communications.* — Ephemeral electronic communications shall be proven by the testimony of a person who was a party to the same or has personal knowledge thereof. In the absence or unavailability of such witnesses, other competent evidence may be admitted[.]

x x x x (Italics in the original and supplied.)

Here, complainant's testimony as a party to the exchange of text messages is sufficient to prove the contents thereof.

The Court notes that the communications can be considered as complainant's admission against interest. The contents of the text messages show that complainant paid a sizable amount to respondent to facilitate the release of a favorable judgment. "An admission against interest is the best evidence that affords the greatest certainty of the facts in dispute, based on the presumption that no man would declare anything against himself unless such declaration is true."⁶⁶

Respondent impliedly admitted the allegations in the case.

The Court further notes that respondent did not deny the contents of the text messages, nor the substantial factual allegations made by complainant as to their agreement. In *Valdez v. Atty. Dabon*,⁶⁷ the Court considered the lack of categorical denial to be a negative pregnant and an admission.⁶⁸ Here, respondent impliedly admitted that he promised to deliver a favorable judgment annulling Felizas' marriage with Julio Asuncion through his connections *within two months*.⁶⁹ This is bolstered by respondent's statement in his motion for reconsideration that the legal document he agreed to deliver to complainant is a "decree/decision of annulment of the marriage."⁷⁰

⁶⁵ Id. at 83-84.

⁶⁶ *BP Oil and Chemicals International Philippines, Inc. v. Total Distribution & Logistics Systems, Inc.*, 805 Phil. 244, 260 (2017). Citations omitted.

⁶⁷ 773 Phil. 109 (2015).

⁶⁸ Id. at 122-123.

⁶⁹ *Rollo*, pp. 2, 27.

⁷⁰ Id. at 46.

Keeping in mind the annulment process in the Philippines, respondent knew right from the start that a judgment would not be promulgated in a matter of two months from the filing of a petition for annulment. Worse, respondent agreed to deliver an *antedated* judgment considering that what complainant needed is a court decision bearing a date *prior to July 28, 1988*—the day Feliza married Charles Ferrari.⁷¹

The subject matter of the MOA, no matter how carefully worded, reeks of impropriety. Clearly, an antedated judgment on an annulment proceeding can only be procured through illegal means. The reason behind respondent's adamant refusal to deliver the "decree/decision of annulment" prior to full payment of the ₱700,000.00 legal fees can be deduced from their text messages. It is apparent from their communications that the ₱700,000.00 legal fees include payment to respondent's connections for the promulgation of the decision; hence, complainant's failure to pay the amount in full caused respondent's deal with his connections to fall through. Whether respondent was negligent in handling complainant's request is irrelevant. The offense is consummated when respondent accepted an engagement which would entail the commission of an act contrary to law.

As an officer of the Court, a lawyer shall uphold the Constitution, obey the laws of the land, and promote respect for law and legal processes. This is inscribed in the Lawyer's Oath. This rule is likewise emphasized in Canon 1 of the CPR, to wit:

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

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

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.

The text messages likewise proved complainant's allegations of

⁷¹ Id. at 7.

influence peddling in violation of Rule 15.06 which states that “[a] lawyer shall not state or imply that he is able to influence any public official and tribunal or legislative body.” From the exchanges, it is apparent that respondent planned to procure the “decree/decision of annulment” using his connections and not his skills as a lawyer. Canon 13 states that “[a] lawyer shall rely upon the merits of his cause and refrain from any impropriety which tends to influence or gives the appearance of influencing the Court.”

In *Rodco Consultancy and Maritime Services Corp. v. Atty. Concepcion*,⁷² the Court discussed how influence peddling by lawyers impacts the judiciary’s image to the public:

The judiciary has been working tirelessly to preserve its integrity and independence. It continuously strives to maintain an orderly administration of justice by ensuring that those who marred its reputation would be properly sanctioned. By giving the impression that justice is served depending on one’s connections, and insinuating that the administration of justice is susceptible to corruption and misconduct, respondent has placed the entire judiciary in a bad light thereby eroding the public’s trust and confidence in the judicial system.

A lawyer, as an officer of the court, is “like the court itself, an instrument or agency to advance the ends of justice.” His duty is to uphold the dignity and authority of the courts to which he owes fidelity, “not to promote distrust in the administration of justice.”⁷³

Respondent’s offense is further compounded by his failure to return the amount complainant paid to him when their agreement did not materialize. Rule 16.01 of the CPR states that “[a] lawyer shall account for all money or property collected or received for or from the client.”

Lastly, he stopped updating complainant on February 17, 2014,⁷⁴ in violation of Canons 17 and 18, and Rule 18.04 of the CPR:

CANON 17 — A lawyer owes fidelity to the cause of his client and he shall be mindful of the trust and confidence reposed in him.

⁷² A.C. No. 7963, June 29, 2021.

⁷³ Id. Citations omitted.

⁷⁴ *Rollo*, p. 21.

CANON 18 — A lawyer shall serve his client with competence and diligence.

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

Respondent's repeated violations of the Lawyer's Oath and the CPR warrants the penalty of disbarment.

Having established respondent's administrative liability, the Court now determines the proper penalty in the case. As aptly noted by Commissioner Buted, this is the third time that a meritorious disbarment complaint has been filed against respondent.⁷⁵

In *Aca*, the Court found respondent guilty of violating Rule 1.01, Canon 1 and Rule 7.03 of the CPR and meted out the penalty of suspension from the practice of law for two years⁷⁶ for issuing worthless checks in violation of *Batas Pambansa Bilang 22*.⁷⁷

Meanwhile, in *Ereñeta*, respondent was found guilty of violating Canons 17 and 18 of the CPR after the Court found that: (1) he failed to deliver the complainants' title within the time agreed upon despite receiving a sizable amount for his services; (2) he kept the complainants in the dark as to the status of their title; and (3) when complainants asked for the return of their money, respondent issued a check that was subsequently dishonored for having been drawn against insufficient funds. He was suspended from the practice of law for two years and was given a stern warning that *a repetition of the same or similar acts shall give cause for his disbarment*; thus:

WHEREFORE, the foregoing premises considered, respondent Atty. Ronaldo P. Salvado is hereby found GUILTY of violation of Canons 17 and 18 of the Code of Professional Responsibility. He is SUSPENDED from the practice of law for TWO (2) YEARS. *He is likewise STERNLY WARNED that a repetition of the same or similar*

⁷⁵ Id. at 73.

⁷⁶ *Aca v. Atty. Salvado*, supra note 31 at 225.

⁷⁷ Id. at 223-224.

Salvado

acts shall now give cause for his disbarment.

This Resolution shall take effect immediately upon Atty. Ronaldo P. Salvado's receipt of a copy of this Resolution. He is directed to inform this Court and the Office of the Bar Confidant, in writing, of the date he received a copy of this Resolution within five (5) days thereof.

Let copies of this Resolution be furnished to the Office of the Bar Confidant, to be appended to his personal record, and the Integrated Bar of the Philippines. The Office of the Court Administrator is directed to circulate copies of this Resolution to all courts concerned.

SO ORDERED.⁷⁸ (Italics supplied.)

In *Suarez v. Atty. Maravilla-Ona*,⁷⁹ the Court disbarred a lawyer considering the past disbarment complaints that had been filed against her:

Clearly, Atty. Maravilla-Ona exhibits the habit of violating her oath as a lawyer and the Code, as well as defying the processes of the IBP. The Court cannot allow her blatant disregard of the Code and her sworn duty as a member of the Bar to continue. She had been warned that a similar violation will merit a more severe penalty, and yet, her reprehensible conduct has, again, brought embarrassment and dishonor to the legal profession.

In her previous disbarment case, We showed leniency by reducing her penalty to suspension for a period of three (3) years. We cannot similarly treat Atty. Maravilla-Ona this time. It is clear that she did not learn any lesson from her past experiences and since then has continued to exhibit traits of incorrigibility. It is time to write *finis* to Atty. Maravilla-Ona's professional legal career for the sake of the public, the profession and the interest of justice.⁸⁰

In a similar case, the Court imposed the penalty of disbarment on a lawyer who solicited bribe money from his client.⁸¹

“The Court is mindful that the power to disbar must be exercised

⁷⁸ *Ereñeta v. Atty. Salvado*, supra note 29.

⁷⁹ 796 Phil. 27 (2016).

⁸⁰ Id. at 38.

⁸¹ *Bueno v. Atty. Rañeses*, 700 Phil. 817, 826-828 (2012).

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with great caution.”⁸² However, the Court cannot overlook respondent’s absolute disregard of the CPR and the Lawyer’s Oath. His brazen violations of the CPR and the Lawyer’s Oath in *Aca, Ereñeta*, and in the instant case demonstrate that he lacks good moral character which makes him unworthy of being a member of the legal profession.

In *Fajardo v. Atty. Alvarez*,⁸³ a similar case which involved influence peddling, the Court ordered the return of the amount which was allegedly given by respondent to his friends connected with the Office of the Ombudsman.⁸⁴ Here, respondent is likewise ordered to return the amount of ₱420,000.00 paid by complainant for the decision/decreed on annulment which respondent failed to deliver.

WHEREFORE, the Court finds respondent Atty. Ronaldo P. Salvado **GUILTY** of violating the Lawyer’s Oath, Canon 1, Rules 1.01 and 1.02, Canon 13, Rule 15.06, Canons 17 and 18, and Rule 18.04 of the Code of Professional Responsibility. Thus, the Court imposes upon him the penalty of **DISBARMENT** from the practice of law. His name is **ORDERED STRICKEN** from the Roll of Attorneys, effective immediately.

Respondent Atty. Ronaldo P. Salvado is likewise **ORDERED** to return within 10 days from notice of this Decision the amount of ₱420,000.00 to Roger D. Asuncion with interest at the legal rate of 6% *per annum* from his date of receipt until full payment. Respondent Atty. Ronaldo P. Salvado is directed to submit to the Court proof of payment within 10 days thereof.

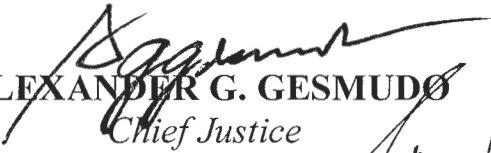
Let copies of this Decision be furnished the Office of the Bar Confidant to be appended to respondent Atty. Ronaldo P. Salvado’s personal record as an attorney, as well as the Integrated Bar of the Philippines, the Office of the Court Administrator, all courts in the country, and to all administrative and quasi-judicial agencies for their information and guidance.

⁸² *Rodco Consultancy and Maritime Services Corp. v. Atty. Concepcion*, supra note 72.

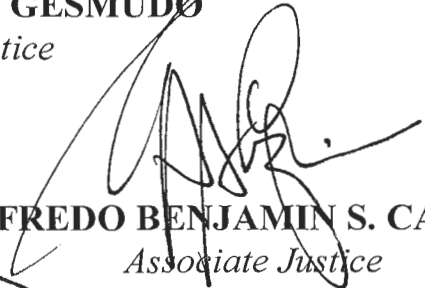
⁸³ 785 Phil. 303 (2016).

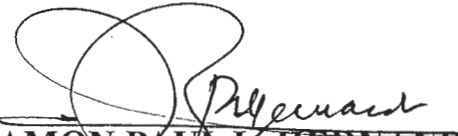
⁸⁴ *Id.* at 334. See also *Bataan Shipyard and Engineering Co., Inc. v. Consunji*, A.C. No. 11439, January 4, 2022; *Bayonla v. Reyes*, 676 Phil. 500 (2011); *Adrimisin v. Javier*, 532 Phil. 639 (2006) *Rollon v. Naraval*, 493 Phil. 24 (2005); and *Ramos v. Imbang*, 557 Phil. 507 (2007).

SO ORDERED.



ALEXANDER G. GESMUDO
Chief Justice

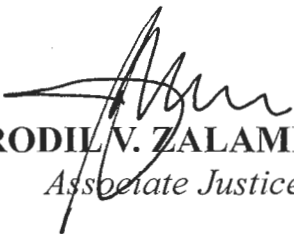

MARVIC M.V.F. LEONEN
Associate Justice

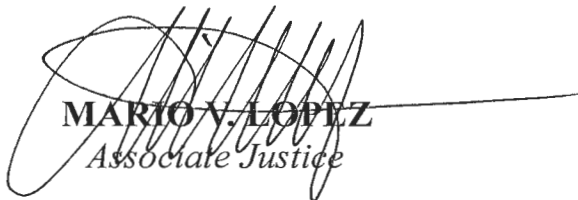

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

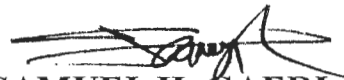

RAMON PAUL L. HERNANDO
Associate Justice


AMY C. LAZARO-JAVIER
Associate Justice


HENRI JEAN PAUL B. INTING
Associate Justice


RODIL V. ZALAMEDA
Associate Justice

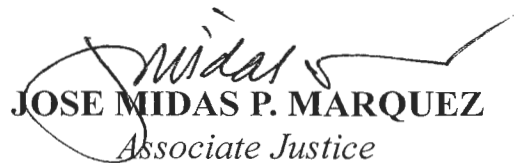

MARIO V. LOPEZ
Associate Justice


SAMUEL H. GAERLAN
Associate Justice


RICARDO R. ROSARIO
Associate Justice


JHOSEP V. LOPEZ
Associate Justice



JAPAR B. DIMAAMPAO
Associate Justice


JOSE MIDAS P. MARQUEZ
Associate Justice


ANTONIO T. KHO, JR.
Associate Justice


MARIA FILOMENA D. SINGH
Associate Justice

CERTIFIED TRUE COPY


MARIA LUISA M. SANTILLA
Deputy Clerk of Court and
Executive Officer
OCC-En Banc, Supreme Court