



Republic of the Philippines  
**Supreme Court**  
Manila

**THIRD DIVISION**

**MA. ELENA CARLOS  
NEBREJA,**

Petitioner,

**A.C. No. 9896**

Present:

- versus -

**VELASCO, JR., J., Chairperson,**  
**PERALTA,**  
**ABAD,**  
**MENDOZA, and**  
**LEONEN, JJ.**

**ATTY. BENJAMIN REONAL,**  
Respondent.

Promulgated:

**March 19, 2014**

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**RESOLUTION**

**MENDOZA, J.:**

For resolution is the administrative complaint for disbarment<sup>1</sup> filed by Ma. Elena Carlos Nebreja (*complainant*) against Atty. Benjamin Reonal (*respondent*) for his failure to file the contracted petition for annulment of marriage in her behalf; for his misrepresentation on its status; and for his use of a fictitious office address.

On June 26, 2006, complainant filed a verified Complaint-Affidavit before the Commission on Bar Discipline (*CBP*) of the Integrated Bar of the Philippines against respondent. Complainant alleged in her complaint-affidavit and position paper that sometime in March 2004, she engaged respondent's services to file her petition for annulment. She paid in cash and in checks,<sup>2</sup> the various fees he asked from her on several occasions which totalled ₱55,000.00.

<sup>1</sup> *Rollo*, pp. 1-5.

<sup>2</sup> *Id.* at 6-14.

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After paying respondent, however, complainant did not receive any word from him with regard to the status of her petition for annulment other than his claim that they needed to wait for her appointment with the psychologist evaluation.

On April 4, 2005, respondent told complainant that her petition for annulment was dismissed for lack of evidence. He then again asked for sums of money, on separate occasions, totalling ₱25,900.00, to pay for the psychological test, the sheriff's fee, the re-filing fee, and the publication. Complainant again, despite respondent's receipt of sums of money, failed to receive any update from respondent.

When complainant asked for the schedule of her psychological test, respondent merely told her that the psychologist was unavailable. When she tried to ask for the number of her case and to obtain copies of the records, respondent just told her that the records were kept in a cabinet, the key to which was in the possession of his law partner who was out of town at that time.

On March 14, 2006, complainant met with respondent to secure copies of her annulment case file. Respondent, however, merely handed to her photocopies of her marriage contract and her children's birth certificates. When she asked for copies of her case files, he just told her that his law office could not let her use the pleadings of the case. She then asked for his office address to appeal to his law partners, but respondent refused to give it.

Complainant checked her records and found respondent's demand letter bearing the address of his claimed law office, "18/f Century Towers Building, Legaspi St. corner de la Rosa, Makati." When complainant tried to look for the said office, she discovered that there was no such building. She also found respondent's calling card bearing the address, "86 Magat Salamat Street, Project 4, Quezon City," which, complainant found out, was respondent's residential address.

When complainant tried again to obtain copies of her annulment case from respondent, he did not give any and told her that her annulment case would just be re-filed. When she asked him to write a letter to explain to the University of Perpetual Help-Rizal the discrepancy between the surnames appearing in her children's NSO-issued birth certificates and the school records, respondent did not mention any pending annulment case in the letter, which he filed in complainant's behalf. These circumstances made complainant suspect that he did not file any petition for annulment at all.

In his answer and position paper, respondent denied having been engaged by complainant to handle her petition for annulment and having been paid therefor. In particular, respondent averred that complainant did not

engage him to be her lawyer because she was unemployed and could not afford his legal services; that he was the retained counsel of one Desiree Dee, complainant's associate, in the prosecution of labor, civil and criminal cases, but not for her annulment; that in the preparation of the affidavit for the University of Perpetual Help, he did not mention her intention to pursue an annulment proceeding against her husband upon her request; and that no psychological test was conducted because she refused to allocate time to accommodate the schedule of the clinical psychologist.

There are two principal issues to be resolved in this case. First, whether indeed respondent failed to file the requisite petition for annulment for complainant and misrepresented its status; and second, whether or not he used a fictitious office address.

With regard to the first issue, the CBD found that respondent was liable for inexcusable negligence for failing to file her petition for annulment. There was no dispute that the parties met to discuss about the filing of complainant's intended petition for annulment of marriage. They, however, disagreed on the engagement of his services to file the petition.

On the matter, CBD found as sufficient the documentary evidence of payment submitted by complainant to prove the engagement of his legal services. During the clarificatory hearing, complainant answered the questions on the purposes for which the payments were given in a categorical, straightforward, spontaneous, and frank manner, which demeanor was a badge of credibility.<sup>3</sup>

The CBD did not give credence to respondent's denials, which prevailed over the positive and categorical statement of the complainant. It cited the well-settled rule that positive statement was stronger and attained greater evidentiary weight than negative evidence.<sup>4</sup> Moreover, he did not submit any evidence to support or corroborate his denials and allegations or to refute complainant's evidence. In sum, his claims were merely supported by his allegations, which, by law, were not equivalent to proof.<sup>5</sup>

With regard to the second issue, the CBD found that indeed, respondent used a fictitious office address to deceive complainant. He did not submit any proof that such building existed or that he held office at said address. He also did not deny either the due execution and authenticity of the letter with his printed office address. By failing to controvert the evidence of the other party, the truth of the said evidence was deemed to be admitted by the litigant.<sup>6</sup> Such act, as held by the CBD, was a violation of respondent's

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<sup>3</sup> *People v. Baltazar*, 385 Phil. 1023 (2000).

<sup>4</sup> *Republic v. Bautista*, 559 Phil. 360 (2007).

<sup>5</sup> *Sadhwani v. Court of Appeals*, 346 Phil. 54 (1997).

<sup>6</sup> *Manila Bay Club Corporation v. Court of Appeals*, 319 Phil. 413 (1995).

lawyer's oath to do no falsehood and which consequently rendered him administratively liable.

On September 25, 2008, the CBD found respondent guilty of both charges and recommended his suspension from the practice of law and ordered him to return the amounts taken from the complainant. The dispositive portion of its report reads:

WHEREFORE, it is therefore respectfully recommended that respondent be: (a) suspended from the practice of law for a period of one (1) year; and (b) ordered to return to complainant, within five (5) days from notice, the sum of ₱80,900.00 with 12% interest *per annum* from the date when this recommendation is affirmed by the Supreme Court until the full amount shall have been returned.

On December 11, 2008, a resolution was passed by the Board of Governors of the IBP, which adopted and approved the recommendation of the CBD. The IBP Resolution is hereby quoted as follows:

RESOLUTION NO. XVIII-2008-652  
CBD Case No. 06-1767  
Ma. Elena Carlos Nebreja vs.  
Atty. Benjamin Reonal

RESOLVED to ADOPT and APPROVE, as it is hereby ADOPTED and APPROVED the Report and Recommendation of the Investigating Commissioner of 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, and considering Respondent's violation of Rule 18.03, Canon 18 of the Code of Professional Responsibility for his inexcusable negligence by failure to file the annulment petition and for misrepresentation, Atty. Benjamin Reonal is hereby SUSPENDED from the practice of law for one (1) year and Ordered to return the amount of Eighty Thousand Nine Hundred Pesos (₱80,900.00)\* to complainant within five (5) days from notice with 12% interest per annum from the date this recommendation is affirmed by the Supreme Court.

Complainant and respondent filed their motions for reconsideration on April 25, 2009 and April 27, 2009 respectively, but both were denied in a resolution, dated January 3, 2013.

After a thorough review of the records, the Court agrees with the resolution of the IBP except with respect to the order to return the amount of ₱80,900.00.

Despite the engagement of his services, respondent did not file the contracted petition. His conduct, as held in *Vda. De Enriquez v. San Jose*,<sup>7</sup> amounted to inexcusable negligence. This was found to be contrary to the mandate prescribed in Rule 18.03, Canon 18 of the Code of Professional Responsibility, which enjoined a lawyer not to neglect a legal matter entrusted to him.

Rule 18.03, Canon 18 of the Code of Professional Responsibility provides for the rule on negligence and states:

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

This Court has consistently held, in construing this Rule, that the mere failure of the lawyer to perform the obligations due to the client is considered per se a violation.<sup>8</sup> Thus, a lawyer was held to be negligent when he failed to do anything to protect his client's interest after receiving his acceptance fee.<sup>9</sup> In another case,<sup>10</sup> this Court has penalized a lawyer for failing to inform the client of the status of the case, among other matters. In another instance, for failure to take the appropriate actions in connection with his client's case, the lawyer was suspended from the practice of law for a period of six months and was required to render accounting of all the sums he received from his client.<sup>11</sup>

With regard to respondent's misrepresentation of his office address, the case of *Porac Trucking, Inc. v. Court of Appeals*,<sup>12</sup> sets an example. In the said case, the Court imposed a six-month suspension on the lawyer after it was established that the said lawyer indeed claimed to be a lawyer of Porac Trucking, Inc. when, in truth and in fact, he was not. Still, in another case,<sup>13</sup> the same six (6) month suspension was imposed on the erring lawyer after it was established that he claimed before the trial court to be a member of Citizens Legal Assistance Office when in truth, he was not.

In this case, respondent clearly received his acceptance fee, among others, and then completely neglected his client's cause. Moreover, he failed to inform complainant of the true status of the petition. His act of receiving money as acceptance fee for legal services in handling the complainant's

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<sup>7</sup> 545 Phil. 379 (2007).

<sup>8</sup> *Solidon v. Macalad*, A.C. No. 8158, February 24, 2010, 613 SCRA 472.

<sup>9</sup> *Villafuerte v. Cortez*, 351 Phil. 915 (1998).

<sup>10</sup> *Garcia v. Atty. Manuel*, 443 Phil. 479 (2003).

<sup>11</sup> *Reyes v. Vitan*, 496 Phil. 1 (2005).

<sup>12</sup> 279 Phil. 736 (1991).

<sup>13</sup> *Afurong v. Aquino*, 373 Phil. 695 (1999).

case and, subsequently, failing to render the services, was a clear violation of Canon 18 of the Code of Professional Responsibility.<sup>14</sup>

For all of respondent's acts - failure to file the contracted petition for annulment of marriage in behalf of the complainant, his misrepresentation on its status and his use of a fictitious office address, he deserves the penalty imposed upon him by the IBP.

The Court, however, deletes the aforementioned order stated in the resolution of the IBP, to wit, "To return the amount of Eighty Thousand Nine Hundred Pesos (P80,900.00) to complainant within five (5) days from notice with 12% interest per annum from the date this recommendation is affirmed by the Supreme Court." The Court has recently adopted the policy to let the complainant claim and collect the amount due from the respondent in an independent action, civil or criminal.

Nevertheless, the Court looks with disfavor at the non-payment by a lawyer of his due obligations.

**WHEREFORE**, the December 11, 2008 Resolution of the IBP adopting and approving the September 25, 2008 Recommendation of the Commission on Bar Discipline of the IBP that Atty. Benjamin Reonal be suspended from the practice of law for one (1) year is hereby **APPROVED**. The order to return the amounts received from complainant is hereby **DELETED**. This decision is immediately executory and is without prejudice to the filing of any civil or criminal action against respondent.

Let a copy of this resolution be furnished the Bar Confidant to be included in the records of the respondent; the Integrated Bar of the Philippines for distribution to all its chapters; and the Office of the Court Administrator for dissemination to all courts throughout the country.


**SO ORDERED.**

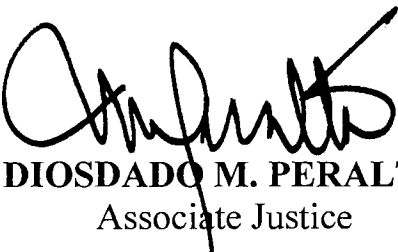
  
**JOSE CATRAL MENDOZA**  
Associate Justice


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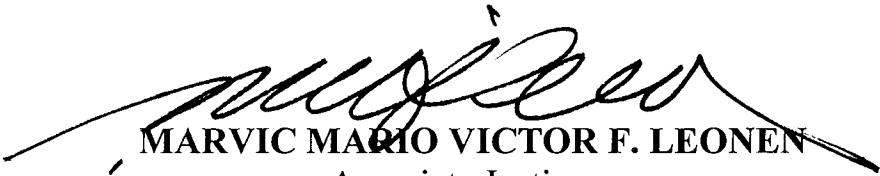
<sup>14</sup> *Reyes v. Vitan*, supra note 11.

WE CONCUR:

  
**PRESBITERO J. VELASCO, JR.**  
Associate Justice  
Chairperson

  
**DIOSDADO M. PERALTA**  
Associate Justice

  
**ROBERTO A. ABAD**  
Associate Justice

  
**MARVIC MARIO VICTOR F. LEONEN**  
Associate Justice