



Republic of the Philippines  
Supreme Court  
Manila

*EN BANC*

**DANDIBERTH CANILLO,**  
Complainant,

**A.C. No. 9899**

- versus -

**ATTY. SERGIO F. ANGELES,**  
Respondent.  
x-----x

**DR. POTENCIANO R. MALVAR,**  
Complainant,

**A.C. Nos. 9900, 9903-9905**

-versus-

**ATTY. SERGIO F. ANGELES,**  
Respondent.  
x-----x

**LEONORA L. HIZON,**  
Complainant,

**A.C. No. 9901**

-versus-

**ATTY. SERGIO F. ANGELES,**  
Respondent.  
x-----x

**SHERYL H. CUSTODIO, VENUS  
H. TUMBAGA, MARYJANE M.  
HIZON, GLADYS HIZON, and  
ADONIS HIZON,**  
Complainants,

**A.C. No. 9902**

Present:  
LEONARDO-DE CASTRO, *CJ.*,  
CARPIO,  
PERALTA,  
BERSAMIN,  
DEL CASTILLO,\*  
PERLAS-BERNABE,  
LEONEN,  
JARDELEZA,  
CAGUIOA,  
TIJAM,

-versus-

**ATTY. SERGIO F. ANGELES,**  
Respondent.

\* On official leave.

REYES, JR.,  
 GESMUNDO, and  
 REYES, JR., JJ.

Promulgated:

September 4, 2018

x-----x

**DECISION**

***PER CURIAM:***

For the Court's resolution are disbarment complaints filed against Atty. Sergio F. Angeles (respondent). In A.C. No. 9899, Dandiberth Canillo (Canillo) charged respondent with gross negligence for failing to comply with the Supreme Court's directive to file a reply which resulted in the dismissal of the petition for review in G.R. No. 153138.<sup>1</sup> In A.C. No. 9900, Dr. Potenciano R. Malvar (Dr. Malvar) charged respondent of representing conflicting interests in various civil cases involving a common parcel of land.<sup>2</sup> In A.C. Nos. 9901 and 9902, the complainants charged respondent for representing conflicting interests and entering into a champertous contract.<sup>3</sup> In A.C. Nos. 9903-9905, Dr. Malvar charged respondent for committing fraudulent and deceitful acts, gross misconduct, malpractice, and violating the Code of Professional Responsibility for failing to account for various sums of money allegedly given to the respondent.<sup>4</sup> Upon recommendation of the Office of the Bar Confidant, we consolidated these administrative cases.<sup>5</sup>

*A.C. No. 9899*

Canillo was one of the plaintiffs in Civil Case No. Q-96-29389.<sup>6</sup> Respondent acted as counsel for the plaintiffs in the case. The Court of Appeals, on *certiorari*, ordered the case to be dismissed. Respondent subsequently filed a petition for review before this Court docketed as G.R. No. 153138 (the Canillo petition).<sup>7</sup> After the comment to the petition for review was filed, we required petitioners therein to submit a reply within ten days. Respondent failed to comply with our directive, leading to the denial of the Canillo petition.<sup>8</sup> Respondent filed a motion for reconsideration, but we denied reconsideration with finality.<sup>9</sup> The

<sup>1</sup> *Rollo* (A.C. No. 9899), pp. 2-6.

<sup>2</sup> *Rollo* (A.C. No. 9900), pp. 2-9.

<sup>3</sup> *Rollo* (A.C. No. 9901), pp. 2-7; *rollo* (A.C. No. 9902), pp. 2-7.

<sup>4</sup> *Rollo* (A.C. No. 9903), pp. 2-4; *rollo* (A.C. No. 9904), pp. 2-4; *rollo* (A.C. No. 9905), pp. 2-4.

<sup>5</sup> *Rollo* (A.C. No. 9899), p. 1092.

<sup>6</sup> *Id.* at 17-18.

<sup>7</sup> *Id.* at 3.

<sup>8</sup> *Id.* at 380-381.

<sup>9</sup> *Id.* at 386.

Decision became final and executory upon the entry of judgment on April 29, 2003.<sup>10</sup>

When he heard of the dismissal of his petition, Canillo demanded to speak with respondent. In a meeting held on September 23, 2004 attended by Canillo, Dr. Malvar, who was the financier in the civil cases, and others, Canillo raised the matter, but respondent angrily parried the question regarding the denial of the Canillo petition and left without giving them any explanation as to what happened.<sup>11</sup>

*A.C. No. 9900*

Dr. Malvar and respondent became acquainted in 1994, and thereafter became close friends. From 1994 to 2004,<sup>12</sup> respondent handled around 24 civil and criminal cases for Dr. Malvar.<sup>13</sup> Due to their close relations, respondent introduced Dr. Malvar to Marcelino Lopez (Marcelino), another client and also a business associate. Marcelino co-owned, with his siblings, the land adjacent to the property owned by Dr. Malvar. For business reasons, Dr. Malvar became interested in acquiring portions of the property owned by the Lopezes. The Lopez property was, however, the subject of several civil cases being handled by respondent, namely: (1) Civil Case No. 463-A captioned *Marcelino Lopez, et al. v. Ambrosio Aguilar, et al.*;<sup>14</sup> (2) Civil Case No. 96-4193 captioned *Jose Esquivel, Jr. and Carlito Talens v. Marcelino Lopez, et al.*; and (3) Civil Case No. 95-3693 captioned *Angelina Villarosa<sup>15</sup> Hizon, et al. v. Carlito Talens, et al.*<sup>16</sup> Respondent represented the Lopezes and the Hizons in these cases.<sup>17</sup> Confident of favorable rulings in the cases handled by respondent, Dr. Malvar entered into a joint venture agreement<sup>18</sup> with Marcelino, as attorney-in-fact of his co-owners, where the latter granted Dr. Malvar the exclusive right to negotiate for the financing, development, and construction on part of the litigated property. Subsequently, he started to acquire, by way of conditional<sup>19</sup> and absolute<sup>20</sup> sales, portions thereof. Respondent facilitated the execution of the joint venture agreements and deeds of conditional sale.<sup>21</sup>

However, the Regional Trial Court (RTC) of Antipolo City ruled against the Lopezes in Civil Case No. 96-4193. Dr. Malvar tried to

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<sup>10</sup> *Id.* at 387.

<sup>11</sup> *Id.* at 162.

<sup>12</sup> See allegations on Dr. Malvar's complaint. *Rollo* (A.C. No. 9900), pp. 2-8.

<sup>13</sup> *Id.* at 2-8, 248.

<sup>14</sup> *Id.* at 3.

<sup>15</sup> Villarosa in most parts of the records.

<sup>16</sup> *Rollo* (A.C. No. 9900), p. 22.

<sup>17</sup> *Id.* at 3-4.

<sup>18</sup> *Id.* at 317-318.

<sup>19</sup> *Id.* at 319-324.

<sup>20</sup> *Id.* at 341-347.

<sup>21</sup> *Id.* at 6.

convince respondent to allow him to intervene on appeal, but the latter discouraged such action. Dr. Malvar, through another counsel, nonetheless proceeded to file a motion for intervention with the Court of Appeals.<sup>22</sup> Respondent immediately filed his comment, vehemently opposing the motion for intervention.<sup>23</sup> At this point, the relationship between Dr. Malvar and respondent had already soured, following their verbal altercation during the meeting dated September 23, 2004.<sup>24</sup>

Respondent later filed Civil Case No. Q-04-53966 captioned *Feliza Lopez, Ziolo Lopez, Leonardo Lopez, Marcelino E. Lopez and Sergio F. Angeles v. Potenciano Malvar and/or Noel Rubber and Development Corporation* before the RTC of Quezon City, seeking the cancellation of the agreement and deeds of sale executed by Dr. Malvar and the Lopezes.<sup>25</sup> Notably, respondent was himself a plaintiff in the suit.

*A.C. Nos. 9901 & 9902*

Leonora L. Hizon, Sheryl Hizon Custodio, Venus Hizon Tumbaga, Maryjane M. Hizon, Gladys Hizon, and Adonis Hizon (collectively, the Hizons) are the grandchildren of the late Lauro Hizon and his surviving spouse, Angelina Villaroza Hizon (Angelina).<sup>26</sup> In 1983, Angelina engaged the services of respondent for the purpose of securing a parcel of land in Antipolo. The contract for professional services provided that respondent will pay for and advance all costs and expenses, including taxes, necessary to secure the Torrens certificate of title for the land. In exchange, Angelina agreed to transfer ownership over two hectares of land to respondent.<sup>27</sup>

However, it was only in 1995 or more than a decade after his services were engaged when respondent filed a case for quieting of title against Carlito Talens and Jose Esquivel, Jr., docketed as Civil Case No. 95-3693. Respondent himself was one of the co-plaintiffs in the case, along with Angelina and the heirs of Lauro Hizon.<sup>28</sup> Respondent also represented the Lopezes in separate civil cases involving property that overlapped with that which was being claimed by the Hizons.<sup>29</sup> Respondent had previously advised Angelina and her children that their claim was dependent upon the Lopezes' claim.<sup>30</sup>

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<sup>22</sup> *Id.* at 4-5.

<sup>23</sup> *Id.* at 104-109.

<sup>24</sup> *Id.* at 388-389.

<sup>25</sup> *Id.* at 164-172.

<sup>26</sup> *Rollo* (A.C. No. 9901), p. 2; *rollo* (A.C. No. 9902), p. 2.

<sup>27</sup> *Rollo* (A.C. No. 9901), pp. 3, 8-9.

<sup>28</sup> *Rollo* (A.C. No. 9901), p. 3.

<sup>29</sup> *Id.* at 92.

<sup>30</sup> *Id.* at 123; *rollo* (A.C. No. 9900), p. 12.

*A.C. No. 9903*

Respondent, together with Marcelino, facilitated Dr. Malvar's conditional purchase of a 5,000-square meter property in Tandang Sora, Quezon City from one Manuel Silvestre Bernardo (Bernardo), another client of respondent, with an agreed price of ₱650.00 per square meter. The sale was conditioned upon a favorable ruling in Civil Case No. 12645 which was then pending before the RTC of Quezon City.<sup>31</sup> The contract was not signed by Bernardo. On March 13, 1996, two days after the execution of the agreement, Dr. Malvar issued a check amounting to ₱500,000.00, allegedly in connection with the transaction, which was encashed by respondent.<sup>32</sup> Dr. Malvar issued three other checks amounting to ₱250,000.00, ₱333,333.00, and ₱150,000.00 as payment for the Tandang Sora property.<sup>33</sup>

On September 6, 2004, Dr. Malvar demanded an accounting of the sums given to respondent.<sup>34</sup> Respondent failed to comply, which prompted Dr. Malvar to file a complaint for sum of money against respondent and Marcelino, docketed as Civil Case No. Q-04-54479.<sup>35</sup> Respondent also filed his own case, docketed as Civil Case No. Q-04-54356, against Dr. Malvar for collection of attorney's fees.<sup>36</sup>

*A.C. Nos. 9904 & 9905*

Dr. Malvar purchased from respondent a one-hectare property located in Novaliches, Quezon City allegedly co-owned by respondent. Respondent represented to Dr. Malvar that his claim of co-ownership is based on his contingent attorney's fees in the form of shares in the real property subject of the case.<sup>37</sup> On April 25, 1997, Dr. Malvar issued a check<sup>38</sup> amounting to ₱100,000.00 in favor of respondent, who subsequently prepared a deed of conditional sale for the property signed by him and Dr. Malvar. The contract was conditioned on a favorable decision in Civil Case No. Q-96-29389—the same case respondent handled for Canillo, which reached, and was dismissed by, the Supreme Court (Canillo petition). The contract also provided that in case of an adverse decision, the buyer had no more right to be refunded of the purchase price paid.<sup>39</sup> From June 24, 1997 until October 16, 1997, Dr. Malvar issued seven checks amounting to ₱880,000.00 to respondent and/or Marcelino.<sup>40</sup> Dr. Malvar also agreed to finance the filing and

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<sup>31</sup> *Rollo* (A.C. No. 9903), pp. 5, 8.

<sup>32</sup> *Id.* at 5-6, 9.

<sup>33</sup> *Id.* at 10-11.

<sup>34</sup> *Id.* at 12.

<sup>35</sup> *Id.* at 6, 13.

<sup>36</sup> *Id.* at 39-51.

<sup>37</sup> *Rollo* (A.C. No. 9904), p. 5; *rollo* (A.C. No. 9899), p. 178.

<sup>38</sup> *Rollo* (A.C. No. 9904), p. 10.

<sup>39</sup> *Id.* at 11-12.

<sup>40</sup> *Id.* at 15-22.

docket fees for the Canillo case, and issued another check amounting to ₱435,000.00 to cover these costs.<sup>41</sup>

In view of the denial of the Canillo petition, Dr. Malvar demanded that respondent and Marcelino return the ₱980,000.00 paid in connection with the Canillo property.<sup>42</sup> In response, respondent cited the no-refund clause in the deed of conditional sale.<sup>43</sup> Dr. Malvar also inquired with the Clerk of Court of the RTC where the Canillo case was pending regarding the amount of filing and docket fees.<sup>44</sup> The Clerk of Court certified that the total amount of filing fee was only ₱45,808.50.<sup>45</sup>

Meanwhile, Dr. Malvar was able to obtain a copy of the retainer agreement between Canillo and respondent. This provided that respondent was entitled to the sum equivalent to 30% of the recovery but was silent about respondent's share in the litigated property.<sup>46</sup>

### Recommendation of the IBP

In the consolidated Explanation/Recommendation,<sup>47</sup> Integrated Bar of Philippines (IBP) Investigating Commissioner Wilfredo E.J.E. Reyes found respondent guilty of the following:

- (1) Failing to serve his client, Canillo, with competence and diligence when respondent failed to file a reply as directed by the Supreme Court, which ultimately led to the denial of his client's petition;<sup>48</sup>
- (2) Representing conflicting interests for filing a case, in his own capacity and on behalf of the Lopezes, against Dr. Malvar despite respondent acting as counsel for Dr. Malvar in numerous cases and playing an instrumental role in the dealings between Dr. Malvar and the Lopezes;<sup>49</sup>
- (3) Entering into a champertous contract with Angelina;<sup>50</sup>
- (4) Breach of trust and fraud for his failure to account for the money given by Dr. Malvar in connection with the Tandang Sora property;<sup>51</sup>

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<sup>41</sup> *Rollo* (A.C. No. 9905), pp. 5, 10.

<sup>42</sup> *Rollo* (A.C. No. 9904), p. 24.

<sup>43</sup> *Id.* at 25.

<sup>44</sup> *Rollo* (A.C. No. 9905), p. 17.

<sup>45</sup> *Id.* at 18.

<sup>46</sup> *Rollo* (A.C. No. 9904), p. 26.

<sup>47</sup> *Rollo* (A.C. No. 9899), pp. 928-931.

<sup>48</sup> CBD Case No. 04-1339, *id.* at 932-937.

<sup>49</sup> CBD Case No. 04-1361, *id.* at 947-954.

<sup>50</sup> CBD Case Nos. 04-1391 & 04-1399, *id.* at 938-946.

<sup>51</sup> CBD Case No. 05-1404, *id.* at 969-973.

(5) Fraud by entering into a deed of conditional sale without proper authority;<sup>52</sup> and

(6) Gross dishonesty and misconduct for failure to account for and return the amount advanced by Dr. Malvar as payment of docket fees.<sup>53</sup>

Nonetheless, the Investigating Commissioner absolved respondent respecting the charge of alleged conflict of interest in representing both the Hizons and Lopezes.<sup>54</sup> Considering respondent's propensity in violating the Code of Professional Responsibility, the Investigating Commissioner recommended that respondent be indefinitely suspended.<sup>55</sup>

The IBP Board of Governors unanimously adopted and approved the recommendation of the Investigating Commissioner.<sup>56</sup> It subsequently denied respondent's motion for reconsideration.<sup>57</sup>

### The Court's Ruling

We concur with the findings of the IBP that respondent violated the Code of Professional Responsibility on numerous occasions. Substantial evidence exists to support the allegations of the complainants.<sup>58</sup> Respondent's propensity in violating his duties as a lawyer merits the penalty of disbarment.

*A.C. No. 9899*

The reason for the denial of the Canillo petition is clear from the face of our Resolution dated February 5, 2003: "Angeles and Associates, counsel for petitioners, failed to file a reply to the comment on the petition for review on certiorari within the period which expired

<sup>52</sup> CBD Case No. 05-1422, *id.* at 961-968.

<sup>53</sup> CBD Case No. 05-1487, *id.* at 955-960.

<sup>54</sup> *Id.* at 930.

<sup>55</sup> *Id.* at 931. For the individual charges, the Investigating Commissioner recommended the following penalties:

<i>Case No.</i>	<i>Recommended Penalty</i>
CBD Case No. 04-1339	Six months suspension
CBD Case No. 04-1361	One year suspension
CBD Case Nos. 04-1391 & 04-1399	One year suspension
CBD Case No. 05-1404	Three years suspension
CBD Case No. 05-1422	Two years suspension
CBD Case No. 05-1487	Three years suspension

*Id.* at 929-931.

<sup>56</sup> IBP Board of Governors Resolution No. XVIII-2008-156 dated April 15, 2008, *id.* at 925-927.

<sup>57</sup> IBP Board of Governors Resolution No. XX-2013-34 dated January 3, 2013, *id.* at 1033-1034.

<sup>58</sup> *Re: Complaint of Aero Engr. Darwin A. Reci Against Court Administrator Jose Midas P. Marquez and Deputy Court Administrator Thelma C. Bahia Relative to Criminal Case No. 05-236956, A.M. No. 17-01-04-SC, February 7, 2017, 817 SCRA 14, 17.*

on November 4, 2002 as required in the resolution of October 16, 2002.”<sup>59</sup>

In his answer to the complaint, respondent did not refute the allegation that he failed to file a reply. Neither did he provide any compelling reason why he was unable to file one. Instead, he focused his defense on the fact that it was Dr. Malvar, instead of Canillo, who he was regularly talking to in relation to the case.<sup>60</sup> This, however, is irrelevant because it was Canillo who was the party-litigant, and respondent was his counsel on record. Respondent’s negligence violated Rule 18.03 of the Code of Professional Responsibility which provides:

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

As we have consistently held, a lawyer’s failure to file a brief for his client, despite notice, amounts to inexcusable negligence. A lawyer is bound to protect his client’s interest to the best of his ability and with utmost diligence. Once a lawyer agrees to take up the cause of a client, he owes fidelity to such cause and must always be mindful of the trust and confidence reposed in him. A lawyer who discharges his duties with diligence 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.<sup>61</sup>

*A.C. No. 9900*

Respondent admitted handling at least 24 cases for Dr. Malvar.<sup>62</sup> He also admitted handling two land cases for the Lopezes.<sup>63</sup> He was instrumental in facilitating the various dealings between Dr. Malvar and the Lopezes involving the litigated properties he was handling, and in fact signed as a witness in the joint venture agreement and three deeds of conditional sale between the parties.<sup>64</sup> After their falling out, respondent then filed a complaint, with himself as co-plaintiff together with the Lopezes, seeking to invalidate the same agreements he prepared at a time when he enjoyed the confidence of Dr. Malvar.<sup>65</sup> These facts clearly establish that respondent represented conflicting interests in violation of Rule 15.03 of the Code of Professional Responsibility which provides that “[a] lawyer shall not represent

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<sup>59</sup> *Rollo* (A.C. No. 9899), p. 381.

<sup>60</sup> *Id.* at 58-59.

<sup>61</sup> See *Ramos v. Jacoba*, A.C. No. 5505, September 27, 2001, 366 SCRA 91, 94-96. Citations omitted.

<sup>62</sup> *Rollo* (A.C. No. 9900), p. 248.

<sup>63</sup> *Id.* at 249-251.

<sup>64</sup> *Id.* at 317-324.

<sup>65</sup> *Id.* at 348-356.



conflicting interests except by written consent of all concerned given after a full disclosure of the facts.”

The rule prohibiting conflict of interest applies to situations wherein a lawyer would be representing a client whose interest is directly adverse to any of his present or former clients. It also applies when the lawyer represents a client against a former client in a controversy that is related, directly or indirectly, to the subject matter of the previous litigation in which he appeared for the former client. This rule applies regardless of the degree of adverse interests. What a lawyer owes his former client is to maintain inviolate the client’s confidence or to refrain from doing anything which will injuriously affect the client in any matter in which the lawyer previously represented him.<sup>66</sup>

*A.C. No. 9901 & 9902*

A champertous contract is defined as a contract between a stranger and a party to a lawsuit, whereby the stranger pursues the party’s claim in consideration of receiving part or any of the proceeds recovered under the judgment. It is a bargain by a stranger with a party to a suit, by which such third person undertakes to carry on the litigation at his own cost and risk, in consideration of receiving, if successful, a part of the proceeds or subject sought to be recovered. In the legal profession, an agreement whereby the attorney agrees to pay expenses of proceedings to enforce the client’s rights is champertous. Such agreements are against public policy. The execution of this type of contract violates the fiduciary relationship between the lawyer and his client, for which the former must incur administrative sanction.<sup>67</sup> Specifically, champertous contracts are contrary to Rule 16.04 of the Code of Professional Responsibility, which states that lawyers shall not lend money to a client, except when in the interest of justice, they have to advance necessary expenses in a legal matter they are handling for the client.

As correctly found by the IBP, respondent’s agreement with Angelina, wherein respondent undertook to pay for and advance all costs and expenses, including taxes, necessary to secure the Torrens certificate of title for the land in exchange for two hectares of land, squarely falls within the above definition.<sup>68</sup>

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<sup>66</sup> *Mabini Colleges, Inc. v. Pajarillo*, A.C. No. 10687, July 22, 2015, 763 SCRA 288, 295. Citations omitted.

<sup>67</sup> *Roxas v. Republic Real Estate Corporation*, G.R. Nos. 208205 & 208212, June 1, 2016, 792 SCRA 31, 72-73. Citation omitted.

<sup>68</sup> *Rollo* (A.C. No. 9899), pp. 945-946.

*A.C. Nos. 9903-9905*

Dr. Malvar provided documentary evidence, in the form of copies of checks and receipts, to prove that he transmitted the sums of ₱1,233,333.00,<sup>69</sup> ₱980,000.00,<sup>70</sup> and ₱435,000.00,<sup>71</sup> respectively, to respondent. For the first sum, respondent's primary defense was that the agreement was void because the seller did not sign it, and that the checks he received could have been payment for some other transactions. He placed the blame on Dr. Malvar, who as an educated person should not have been ignorant and gullible to pay on the basis of a contract not signed by the owner.<sup>72</sup> For the second sum, respondent relied on the provision of the contract which provides that the buyer, Dr. Malvar, had no more right to be refunded of the amounts already paid in the event of an adverse decision in the case where the subject land was being litigated.<sup>73</sup> For the third sum, respondent claimed that the money is already with a certain Col. Manuel Manalo (Col. Manalo).<sup>74</sup>

Respondent's defenses do not absolve him of his duty under Rule 16.01 of the Code of Professional Responsibility to account for all money or property collected or received for or from his client. Respondent's only means of ensuring accountability was by issuing and keeping receipts.<sup>75</sup> Regrettably, he failed to live up to this basic professional responsibility. Even if his defense in connection with the sum involving ₱1,233,333.00 was true, *i.e.*, the money was for some other transaction, he failed to render an accounting of the sum so received. The same is also true for the sum amounting to ₱435,000.00. Because of respondent's failure to account for the money he received, Dr. Malvar had to request for a certification from the Clerk of Court to confirm the amount of docket fees. Notwithstanding the admission of Col. Manalo that he used the balance of ₱390,000.00 for administrative expenses,<sup>76</sup> it was incumbent upon respondent to, at the very least, notify Dr. Malvar, or more prudently, ask for his written confirmation, before transferring the money to Col. Manalo.

Respondent's liability, however, is not limited to his failure to account for his client's money. He likewise contravened Rule 1.01<sup>77</sup> and Canon 17<sup>78</sup> of the Code of Professional Responsibility when he knowingly facilitated dubious transactions involving his client, Dr.

<sup>69</sup> *Rollo* (A.C. No. 9903), pp. 9-11.

<sup>70</sup> *Rollo* (A.C. No. 9904), pp. 10, 15-21.

<sup>71</sup> *Rollo* (A.C. No. 9905), p. 10.

<sup>72</sup> *Rollo* (A.C. No. 9899), pp. 970-972.

<sup>73</sup> *Id.* at 962-963.

<sup>74</sup> *Id.* at 959.

<sup>75</sup> *Tarog v. Ricafort*, A.C. No. 8253, March 15, 2011, 645 SCRA 320, 329-330.

<sup>76</sup> *Rollo* (A.C. No. 9905), pp. 51-53.

<sup>77</sup> A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

<sup>78</sup> A lawyer owes fidelity to the cause of his client and he shall be mindful of the trust and confidence reposed in him.

Malvar. In the transaction involving the Tandang Sora property, respondent was the one who facilitated the contract of conditional sale, and in fact signed thereon as a witness and countersigned the corrections in the document. He did this despite the absence of the owner of the property—then later used the absence of the owner to claim that the contract was void. For the Canillo property, he sold a parcel of land to Dr. Malvar despite not being its owner. He also facilitated a champertous contract between Dr. Malvar and Canillo, where the former acted as financier in exchange for a share of the land in dispute.<sup>79</sup> As a lawyer, respondent ought to have known that these transactions were of suspect legal validity. He was duty-bound to refrain from facilitating such kinds of transactions and to dissuade his client, Dr. Malvar, from entering into such agreements.

**WHEREFORE**, the Court finds respondent Atty. Sergio F. Angeles **GUILTY** of violating Rules 1.01, 15.03, 16.01, 16.04, and 18.03, and Canon 17 of the Code of Professional Responsibility. Accordingly, he is hereby **DISBARRED** from the practice of law and his name ordered stricken off the Roll of Attorneys, effective immediately.

Let a copy of this Decision be furnished to the Office of the Bar Confidant to be entered into Atty. Sergio F. Angeles' records. Copies shall likewise be furnished the Integrated Bar of the Philippines and the Office of the Court Administrator for circulation to all courts concerned.

**SO ORDERED.**

*Teresita Leonardo de Castro*  
**TERESITA J. LEONARDO-DE CASTRO**  
*Chief Justice*

*Antonio T. Carpio*  
**ANTONIO T. CARPIO**  
*Associate Justice*

*Diosdado M. Peralta*  
**DIOSDADO M. PERALTA**  
*Associate Justice*

*Lucas P. Bersamin*  
**LUCAS P. BERSAMIN**  
*Associate Justice*

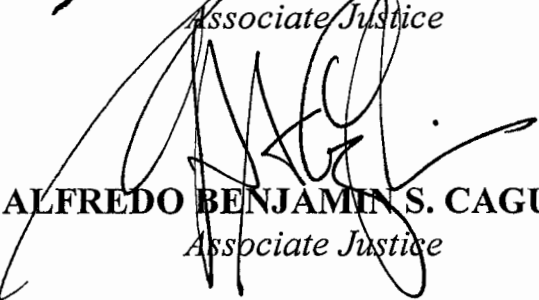
*(On Official Leave)*  
**MARIANO C. DEL CASTILLO**  
*Associate Justice*

<sup>79</sup> *Rollo* (A.C. No. 9905), pp. 49-50.

  
**ESTELA M. PERLAS-BERNABE**  
*Associate Justice*

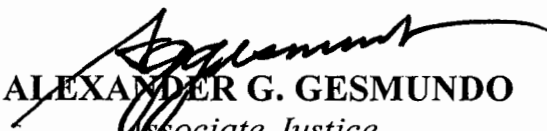
  
**MARVIC M. V. F. LEONEN**  
*Associate Justice*

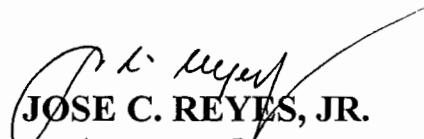
  
**FRANCIS H. JARDELEZA**  
*Associate Justice*

  
**ALFREDO BENJAMIN S. CAGUIOA**  
*Associate Justice*

  
**NOEL GIMENEZ TIJAM**  
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**ALEXANDER G. GESMUNDO**  
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