



Republic of the Philippines  
Supreme Court  
Manila

SECOND DIVISION

**ARIEL CONDUCTO CASTILLO,**  
*Complainant,*

**A.C. No. 13550**  
**[Formerly CBD Case No. 16-5170]**

- versus -

**Present:**

**ATTY. RESTITUTO S. MENDOZA,**  
*Respondent.*

LEONEN, \* *S.A.J.*, Chairperson,  
LAZARO-JAVIER,  
Acting Chairperson  
LOPEZ, M.  
LOPEZ, J., and  
KHO, JR., *JJ.*

Promulgated:

OCT 04 2023

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**DECISION**

**KHO, JR., J.:**

Before the Court is a Complaint<sup>1</sup> for disbarment of respondent Atty. Restituto S. Mendoza (respondent) filed by complainant Ariel Conducto Castillo (complainant) on November 23, 2016 for respondent's alleged misrepresentation and deceit in violation of the Code of Professional Responsibility (CPR).<sup>2</sup>

\* On leave, but left a vote pursuant to Section 4, Rule 12 of the SC Internal Rules.

<sup>1</sup> *Rollo*, pp. 1-7.

<sup>2</sup> Promulgated on June 21, 1988.

### The Facts

Complainant alleged that he met respondent sometime in August 2015 in connection with the extrajudicial settlement of the estate of his deceased mother, Lagrimas Conducto Castillo (Lagrimas). Respondent represented complainant's sister, Annelyn<sup>3</sup> Castillo-Wico (Annelyn).<sup>4</sup> According to complainant, respondent asked him and his other siblings to sign an Extra-Judicial Settlement of Estate of Deceased Lagrimas Conducto Castillo with Waiver of Claims Against Planters Bank SPC Branch<sup>5</sup> (EJS with Waiver) dated October 2, 2015 in relation to their agreement that part of Lagrimas' money deposited in Planters Bank will be withdrawn and used to pay for the estate tax. Believing that respondent was acting in good faith, complainant signed the EJS with Waiver with the assistance of his lawyer. To complainant's surprise, Annelyn asserted one day that she owns all the money that was deposited in their mother's account, the entirety of which was already withdrawn prior to Lagrimas' death. This prompted complainant to verify the status of the account in Planters Bank. When he was told that the withdrawal was still being processed, complainant sent Planters Bank a letter<sup>6</sup> repudiating the EJS with Waiver and directing the bank to stop the transaction until the parties have resolved their dispute.<sup>7</sup>

On January 14, 2016, respondent filed with the court a Petition<sup>8</sup> to approve the last will and testament pertaining to Lagrimas' *Huling Habilin*,<sup>9</sup> which was notarized on September 26, 2008. Claiming that said *Huling Habilin* was revoked by the Last Will and Testament<sup>10</sup> executed by Lagrimas on January 13, 2014 wherein he was designated as the administrator of his mother's estate, complainant filed an Opposition<sup>11</sup> to said Petition.<sup>12</sup>

Sometime in May 2016, complainant was allegedly informed by respondent that half of the money that was deposited in the Planters Bank account was already withdrawn and that certain amounts have been distributed to complainant's siblings and some were pocketed by respondent instead of using the same for the payment of estate tax, as earlier agreed upon. This was allegedly done by respondent in connivance with an employee of Planters Bank. Moreover, respondent sent a collection letter to the buyer of a property located in Paule 1, Rizal, Laguna (Paule Property) without complainant's knowledge despite the fact that the latter was already the owner of said property by virtue of a Deed of Absolute Sale<sup>13</sup> dated January 16, 2014,

<sup>3</sup> Also referred to as "Annielyn" and "Annelyn" in some parts of the *rollo*.

<sup>4</sup> *Rollo*, p. 214.

<sup>5</sup> *Id.* at 13-15.

<sup>6</sup> See "Re: Repudiation and Withdrawal of Requested Documents;" *id.* at 326.

<sup>7</sup> *Id.* at 215-216.

<sup>8</sup> *Id.* at 60-63.

<sup>9</sup> *Id.* at 65-67.

<sup>10</sup> *Id.* at 20-21.

<sup>11</sup> *Id.* at 293-294.

<sup>12</sup> *Id.* at 216.

<sup>13</sup> *Id.* at 321-322.

which was signed by Lagrimas in his favor; thus, respondent was neither authorized to send the collection letter nor collect any payment for the said property.<sup>14</sup>

In sum, complainant advanced that respondent deceived him into signing the EJS with Waiver and thereafter, withdrew the money of complainant's deceased mother in connivance with a Planters Bank employee despite complainant's repudiation of said document, and that respondent sent a demand letter and collected payment for the Paule Property without any authority from complainant.<sup>15</sup>

For his part, respondent alleged that as Annelyn's and thereafter, her brother Arman Castillo's (Arman) lawyer in the settlement of Lagrimas' estate, he invited complainant and his two other siblings to a meeting to discuss the possibility of amicably partitioning the estate of their mother. Complainant, assisted by his lawyer, along with his other siblings, agreed to withdraw the one-half share of their mother's account in Planters Bank for the payment of taxes. Respondent denied deceiving complainant into signing the EJS with Waiver and explained that he was initially advised by Planters Bank to draft said document to secure the release of the funds. However, the bank subsequently informed him that they would require a final order for the settlement of Lagrimas' estate, which prompted respondent to file the petition. Respondent also refuted complainant's averment that Annelyn withdrew the entire amount deposited in the Planters Bank account. According to respondent, Annelyn merely took out her one-half share in the account, of which she was the co-depositor, while the other half remained intact. Respondent likewise denied distributing certain amounts from said account to complainant's siblings and pocketing some of the funds. It was allegedly Annelyn herself who withdrew half of her share therein without any participation from respondent. Moreover, respondent retorted that Lagrimas sold the Paule Property by virtue of a Contract to Sell<sup>16</sup> dated November 7, 2013, contrary to complainant's assertion that it was sold to him by virtue of a Deed of Absolute Sale dated January 16, 2014. Respondent insisted that he was duty bound to collect all receivables, including moneys and properties, belonging to Lagrimas' estate in his supposed capacity as lawyer of the same. Respondent then presented the demand letter<sup>17</sup> dated April 26, 2016 addressed to the purported buyer of Paule Property, wherein respondent clearly indicated Lagrimas' estate as his client. Aside from complainant's propensity to sue, respondent avers that the complaint was only filed to harass him and get back at him for blocking complainant from getting more than what complainant should inherit.<sup>18</sup>

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

<sup>15</sup> *Id.* at 217.

<sup>16</sup> *Id.* at 55-56.

<sup>17</sup> *Id.* at 57.

<sup>18</sup> *Id.* at 217-219.

*Alia*

### The IBP Report and Recommendation

In a Report and Recommendation<sup>19</sup> dated September 10, 2021, the Integrated Bar of the Philippines (IBP) Investigating Commissioner (IC) recommended that respondent be found administratively liable for violating, Canon 1, Rule 1.01, Canon 7, Rule 7.03, and Canon 10, Rule 10.03 of the CPR and hence, be meted with the penalty of suspension from the practice of law for a period of five years.<sup>20</sup>

In so recommending, the IC found that complainant was not able to present substantial evidence to establish respondent's culpability in allegedly deceiving complainant into signing the EJS with Waiver and thereafter, withdrawing money from Lagrimas' Planters Bank account, which respondent distributed in part to complainant's siblings and kept the other part for himself. However, respondent committed acts of deceit and gross misconduct when he: (1) made misrepresentations in the demand letter that he sent to the purported buyer of the Paule Property, in violation of Canon 1, Rule 1.01 and Canon 7, Rule 7.03 of the CPR; and (2) interfered with and assumed the jurisdiction of the probate court in attempting to collect the payment from the purported buyer without any authority, in violation of Canon 1, Rule 1.01 and Canon 10, Rule 10.03 of the CPR.<sup>21</sup>

In light of the foregoing—and further considering that in *Adelfa Properties, Inc. (Now Fine Properties, Inc.) v. Mendoza*,<sup>22</sup> where respondent was previously meted with the penalty of suspension from the practice of law for a period of six months, with a stern warning that a commission of the same or similar offense would merit a more severe penalty<sup>23</sup>—the IC recommended that respondent be meted with the penalty of suspension from the practice of law for a period of five years.<sup>24</sup>

On September 13, 2021, a Manifestation and Motion to Dismiss<sup>25</sup> was filed by respondent, citing therein the Order<sup>26</sup> dated June 11, 2019 of the probate court which ordered the petition withdrawn. Alleging that the same was in view of the amicable settlement and reconciliation among the parties and that the disbarment case was merely “a collateral case or an adjunct of a bitter probate proceedings between the siblings,”<sup>27</sup> respondent moved for the dismissal of the instant complaint.

<sup>19</sup> *Id.* at 214–226. Signed by Commissioner Atty. Kristoffer James E. Purisima.

<sup>20</sup> *Id.* at 226.

<sup>21</sup> *Id.* at 221–222.

<sup>22</sup> 865 Phil. 704 (2019) [Per J. Peralta, Third Division].

<sup>23</sup> *Id.* at 717.

<sup>24</sup> *Rollo*, p. 226.

<sup>25</sup> *Id.* at 202–204.

<sup>26</sup> *Id.* at 205. Signed by Acting Presiding Judge Myla M. Villavicencio-Olan, Branch 30, Regional Trial Court, San Pablo City, Laguna.

<sup>27</sup> *Id.* at 203.

Atto

In a Resolution<sup>28</sup> dated April 23, 2022, the IBP Board of Governors (BOG) resolved to modify the Report and Recommendation of the IC by reducing the recommended penalty to be imposed on respondent to suspension from the practice of law for one year, as it found the original recommended penalty by the IC, i.e., suspension for five years, to be excessive.<sup>29</sup>

On August 31, 2022, a Comment/Motion for Reconsideration<sup>30</sup> was filed by respondent with this Court on the IBP-BOG's Resolution dated April 23, 2022.

### **The Issue Before the Court**

The issue for the Court's resolution is whether respondent should be held administratively liable for the acts complained of.

### **The Court's Ruling**

After a judicious perusal of the records of this case, the Court resolves to reverse and set aside the IBP-BOG's resolution finding respondent guilty of deceit and gross misconduct for his misrepresentation in the demand letter and interference with the jurisdiction of the probate court.

However, the Court agrees with the findings of the IC and the IBP-BOG that complainant failed to show by substantial evidence that respondent deceived complainant into signing the EJS with Waiver. The Court likewise concurs with the finding that complainant failed to present substantial evidence to show respondent's involvement in withdrawing money from Lagrimas' account in Planters Bank, which respondent supposedly distributed to complainant's siblings and a portion of the money to himself.

Further, the Court holds that respondent's act of sending the demand letter to the purported buyer of the Paule Property was merely prompted by his desire to protect the interest of Annelyn and Arman therein, as his clients, which will eventually redound to the benefit of Lagrimas' estate.

Since the settlement and partition of Lagrimas' estate has not yet concluded, Lagrimas' heirs own the same in common.<sup>31</sup> As co-owners, each of them holds the properties in the estate, including the Paule Property, *pro indiviso* and exercises their individual rights over the entirety of the same.<sup>32</sup>

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<sup>28</sup> *Id.* at 211–213.

<sup>29</sup> *Id.* at 211.

<sup>30</sup> *Id.* at 229–246.

<sup>31</sup> *Quijano v. Atty. Amante*, 745 Phil. 40, 49 (2014) [Per J. Bersamin, First Division].

<sup>32</sup> *Id.*

*AGL*

A co-heir or co-owner may pursue action or suit without involving the other co-owners if said action is for the benefit of all.<sup>33</sup> Accordingly, Annelyn and Arman, as co-owners, may demand from the buyer of Paule Property the latter's arrears for the property's purchase as it will be for the benefit of the estate and ultimately, the heirs.

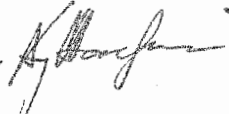
The Court finds that the demand letter by itself does not show respondent's intention to deceive or misrepresent his authority nor completely disregard the established procedures for the settlement of estate. Respondent, representing Annelyn, was in fact the one who filed the petition for the probate of Lagrimas' will and an urgent motion for the appointment of special administrator. As respondent claimed, said letter was for the purpose of preventing the dissipation of moneys and properties belonging to Lagrimas' estate pending the appointment of an administrator by the probate court. Moreover, complainant has not shown any ill intention by respondent to keep for himself or for his clients any collection that may be obtained from the buyer. Respondent was simply being zealous in protecting his clients' cause. Lastly, the Court notes respondent's Manifestation and Motion to Dismiss attaching the Order dated June 11, 2019 of the probate court, which deemed the petition withdrawn due to the amicable settlement of the parties. Said manifestation and motion was not opposed by complainant, thereby showing that he has dismissed his contempt against respondent spurred by the bitter probate proceedings between complainant and his siblings.

**ACCORDINGLY**, the instant Complaint against respondent Atty. Restituto S. Mendoza is **DISMISSED**.

**SO ORDERED.**

  
**ANTONIO T. KHO, JR.**  
Associate Justice

**WE CONCUR:**

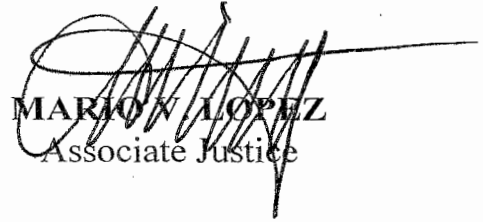
*On leave but left his vote*  
  
**MARVIC M.V.F. LEONEN**  
Senior Associate Justice  
Chairperson

<sup>33</sup> *Clemente v. Republic*, 847 Phil. 788, 801 (2019) [Per J. Carpio, Second Division]; *Marmo v. Anacay*, 621 Phil. 212, 224 (2009) [Per J. Brion, Second Division]; and *Mendoza v. Coronel*, 517 Phil. 549, 553 (2006) [Per J. Puno, Second Division].

*Atto*



**AMY C. LAZARO-JAVIER**  
Acting Chairperson



**MARIO N. LOPEZ**  
Associate Justice



**JHOSEP V. LOPEZ**  
Associate Justice