Republic of the Philippines
Supreme Court
Manila

EN BANC

EVELYN T. GOOPIO,
Complainant,

- versus -

ATTY. ARIEL D. MAGLALANG,
Respondent.

A.C. No. 10555

Present:
CARPIO, *Senior Associate Justice,*[*]
VELASCO, JR.,
LEONARDO-DE CASTRO,
PERALTA,
BERSAMIN,
DEL CASTILLO,
PERLAS-BERNABE,
LEONEN,
JARDELEZA,
CAGUIOA,
MARTIRES,
TIJAM,
REYES, JR., and
GESMUNDO, *JJ.*

Promulgated:

July 31, 2018

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DECISION

JARDELEZA, *J.:*

This is a petition[1] filed by respondent Atty. Ariel D. Maglalang (Atty. Maglalang) challenging the Resolution[2] dated December 14, 2012 of the Integrated Bar of the Philippines (IBP) Board of Governors (IBP Board) which imposed upon him the penalty of suspension from the practice of law for three years and ordered the restitution of ₱400,000.00 to complainant Evelyn T. Goopio (Goopio).

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[*] Per Sec. 12 of Republic Act No. 296, The Judiciary Act of 1948, as amended.
[1] *Rollo*, pp. 189-194.
[2] *Id.* at 156.

The case originated from a disbarment complaint[3] filed by Goopio charging Atty. Maglalang with violation of Section 27, Rule 138 of the Rules of Court, which provides:

> Sec. 27. *Attorneys removed or suspended by Supreme Court on what grounds.* — A member of the bar may be removed or suspended from his office as attorney by the Supreme Court for any deceit, malpractice, or other gross misconduct in such office, grossly immoral conduct, or by reason of his conviction of a crime involving moral turpitude, or for any violation of the oath which he is required to take before admission to practice, or for a wilful disobedience of any lawful order of a superior court, or for corruptly or wilfully appearing as an attorney for a party to a case without authority so to do. The practice of soliciting cases at law for the purpose of gain, either personally or through paid agents or brokers, constitutes malpractice.

In her disbarment complaint, Goopio primarily alleged that sometime in 2005, in relation to her need to resolve property concerns with respect to 12 parcels of land located in Sagay City, Negros Occidental, she engaged the services of Atty. Maglalang to represent her either through a court action or through extra-judicial means. Having been employed in Switzerland at the time, she allegedly likewise executed a General Power of Attorney[4] on June 18, 2006 in favor of Atty. Maglalang, authorizing him to settle the controversy covering the properties with the developer, including the filing of a petition for rescission of contract with damages.[5]

Goopio further alleged that Atty. Maglalang supposedly informed her that the petition for rescission was filed and pending with the Regional Trial Court (RTC) of Bacolod City, and that as payment of the same, the latter requested and received the total amount of ₱400,000.00 from her.[6] Goopio similarly alleged that Atty. Maglalang presented an official receipt[7] covering the alleged deposit of the ₱400,000.00 with the court.[8]

Goopio further contended that Atty. Maglalang rendered legal services in connection with the petition, including but not limited to, appearances at mediations and hearings, as well as the preparation of a reply between the months of December 2006 and April 2007, in relation to which she was supposedly billed a total of ₱114,000.00, ₱84,000.00 of which she paid in full.[9]

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3 *Id.* at 3-8.
4 *Id.* at 12-13.
5 *Id.* at 4.
6 Allegedly on the dates of March 10, 2006, March 28, 2006 and April 27, 2006, *id.*
7 *Rollo*, p. 17.
8 *Id.* at 4-5.
9 *Id.* at 5.

Goopio also claimed that she subsequently discovered that no such petition was filed nor was one pending before the RTC or any tribunal,[10] and that the purported inaction of Atty. Maglalang likewise resulted in the continued accrual of interest payments as well as other charges on her properties.[11]

She alleged that Atty. Maglalang admitted to all these when he was confronted by Goopio's representative and niece, Milogen Canoy (Canoy), which supposedly resulted in Goopio's revocation[12] of the General Power of Attorney on May 17, 2007. Goopio finally alleged that through counsel, she made a formal demand[13] upon Atty. Maglalang for restitution, which went unheeded; hence, the disbarment complaint.[14]

In his verified answer,[15] Atty. Maglalang specifically denied Goopio's claims for being based on hearsay, untrue, and without basis in fact. He submitted that contrary to Goopio's allegations, he had not met or known her in 2005 or 2006, let alone provided legal services to her as her attorney-in-fact or counsel, or file any petition at her behest. He specifically denied acceding to any General Power of Attorney issued in his favor, and likewise submitted that Goopio was not in the Philippines when the document was purportedly executed. He further firmly denied receiving ₱400,000.00 from Goopio, and issuing any receipts.[16] He also added that he had not received any demand letter.[17]

Clarifying the capacity in which he knew Goopio, Atty. Maglalang explained that Ma. Cecilia Consuji (Consuji), Goopio's sister and his client

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[10] *Id.* at 20.
[11] *Id.* at 5.
[12] *Id.* at 27.
[13] *Id.* at 28-29.
[14] *Id.* at 6.
[15] *Id.* at 70-74.
[16] *Id.* at 70-71. The pertinent portion in Atty. Maglalang's verified answer provides:

> 3. That paragraphs I, 2, 2.1, and 3 of the Complaint on Statement of Facts are vehemently denied for being based on hearsay, untrue, baseless and mere concoctions. The truth of the matter is that Respondent had NOT MET AND KNOWN Complainant sometime in year 2005 or 2006 and neither did Complainant engage the services of the Respondent to either act as her attorney-in-fact or her counsel to settle her problem with the Developer. Consequently, Respondent has no reason or obligation to file a Petition for Rescission of Contract with Damages in favor of complainant x x x;
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> 4. That paragraphs 4 and 5 of the Complaint on Statement of Facts are likewise specifically denied for being based on hearsay, untrue, baseless and mere concoctions subject further to special and affirmative defenses hereinafter set forth. The truth of the matter is that, Respondent has not signed or executed such General Power of Attorney. x x x Respondent would like to stress that HE DID NOT SIGN SUCH GENERAL POWER OF ATTORNEY and that COMPLAINANT WAS LIKEWISE NOT PRESENT IN THE PHILIPPINES WHEN THE ALLEGED DOCUMENT WAS EXECUTED;
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> 5. That paragraphs 6 and 6.1 are likewise vehemently denied for the reason that Respondent has NOT RECEIVED the amount of FOUR HUNDRED THOUSAND PESOS (P400,000.00) and consequently had not issued the subject receipts, subject further to special and affirmative defenses hereinafter set forth particularly on the Rules on Hearsay Evidence;
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> 6. That paragraph 7 of the Complaint on Statement of Facts is also denied for being based on hearsay, untrue, baseless and mere conjectures and for lack of knowledge as he did not make, execute or prepare the said Receipt[.]

[17] *Id.* at 70-72.

since 2006, introduced him to Goopio sometime in 2007, where an altercation ensued between them.[18]

As special and affirmative defenses, Atty. Maglalang further countered that without his knowledge and participation, Consuji surreptitiously used his name and reputation, and manipulated the supposed "engagement" of his services as counsel for Goopio through the execution of a falsified General Power of Attorney. Atty. Maglalang likewise submitted that Consuji collected huge sums of money from Goopio by furtively using his computerized letterhead and billing statements. In support of the same, he alleged that in fact, Consuji's name appeared on the annexes, but there was no mention of her in the actual disbarment complaint for purposes of isolating her from any liability.[19]

To bolster his affirmative defense that no lawyer-client relationship existed between him and Goopio, Atty. Maglalang submitted that in fact, the Office of the City Prosecutor of Bacolod City had earlier dismissed two complaints filed by Goopio against him for charges of falsification of public documents and estafa by false pretenses,[20] alleging the same set of facts as narrated in the present disbarment complaint. Atty. Maglalang submits that in a Resolution dated February 14, 2008, the City Prosecutor summarily dismissed the complaints for being hearsay.[21]

In a Report and Recommendation[22] dated August 13, 2010, IBP Commissioner Victor C. Fernandez (Commissioner Fernandez) found that a lawyer-client relationship existed between complainant Goopio and Atty. Maglalang. This was found to be sufficiently proven by the documentary evidence submitted by Goopio. Commissioner Fernandez did not give any credence to the specific denials of Atty. Maglalang. Moreover, the IBP held that the demand letter of Attys. Lily Uy Valencia and Ma. Aleta C. Nuñez dated June 5, 2007 sufficiently established Atty. Maglalang's receipt of the amount of ₱400,000.00. Commissioner Fernandez held that had Atty. Maglalang found the demand letter suspect and without basis, he should have sent a reply denying the same.[23]

He recommended that Atty. Maglalang be found guilty of violating Section 27, Rule 138 of the Rules of Court and Canon 16 of the Code of Professional Responsibility, suspended from the practice of law for two years, and ordered to return to Goopio the amount of ₱400,000.00, under pains of disbarment.[24]

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[18] *Id.* at 71-73.
[19] *Id.* at 73.
[20] Docketed as BC IS Nos. 07-1751 and 07-1757, *id.* at 73, 76.
[21] *Id.*
[22] *Rollo*, pp. 158-166.
[23] *Id.* at 163-165.
[24] *Id.* at 165-166.

In a Resolution dated December 14, 2012, the IBP Board affirmed with modification the Report and Recommendation of Commissioner Fernandez, to wit:

> RESOLVED to ADOPT and APPROVE, as it is hereby unanimously ADOPTED and APPROVED, **with modification**, the Report and Recommendation of the Investigating 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, and considering respondent's violation of Section 27, Rule 138 of the Rules of Court and Canon 16 of the Code of Professional Responsibility, Atty. Ariel D. Maglalang is hereby **SUSPENDED from the practice of law for three (3) years** and Ordered to Return to complainant the amount of Four Hundred Thousand (P400,000.00) Pesos within thirty (30) days from receipt of notice with legal interest reckoned from the time the demand was made.[25]

Atty. Maglalang filed a motion for reconsideration[26] of the IBP Board's Resolution. In said motion for reconsideration, Atty. Maglalang prayed for full exoneration on the ground that he was also merely a victim of the manipulations made by his former client, Consuji, further contending that if any fault could be attributed to him, it would only be his failure to detect and discover Consuji's deceit until it was too late. The same motion was denied in a Resolution[27] dated March 22, 2014. Hence, this petition.

In his petition, Atty. Maglalang reiterated his defense of specific denial, and further claimed that his efforts to locate Consuji to clarify the complaint were exerted in vain. He likewise additionally submitted that in demonstration of his desire to have the case immediately resolved, and with no intentions of indirect admission of guilt, he agreed to pay complainant the amount she was claiming at a rate of ₱50,000.00 per month.[28]

Atty. Maglalang's forthright actions to further the resolution of this case is noted. All claims and defenses considered, however, we cannot rule to adopt the IBP Board's findings and recommendations.

The practice of law is a privilege burdened with conditions,[29] and so delicately affected it is with public interest that both the power and the duty are incumbent upon the State to carefully control and regulate it for the protection and promotion of the public welfare.[30]

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[25] *Id.* at 156.
[26] *Id.* at 167-169.
[27] *Id.* at 175-176.
[28] *Id.* at 192-193.
[29] *In the Matter of the IBP Membership Dues Deliquency of Atty. M.A. Edillon*, A.C. No. 1928, December 19, 1980, 101 SCRA 612, 617.
[30] See *Heck v. Santos*, A.M. No. RTJ-01-1657, February 23, 2004, 423 SCRA 329, 346.

Adherence to rigid standards of mental fitness, maintenance of the highest degree of morality, faithful compliance with the rules of the legal profession, and regular payment of membership fees to the IBP are the conditions required for remaining a member of good standing of the bar and for enjoying the privilege to practice law. Beyond question, any breach by a lawyer of any of these conditions makes him unworthy of the trust and confidence which the courts and clients must repose in him, and renders him unfit to continue in the exercise of his professional privilege.[31] Both disbarment and suspension demonstrably operationalize this intent to protect the courts and the public from members of the bar who have become unfit and unworthy to be part of the esteemed and noble profession.[32]

However, in consideration of the gravity of the consequences of the disbarment or suspension of a member of the bar, we have consistently held that a lawyer enjoys the presumption of innocence, and the burden of proof rests upon the complainant to satisfactorily prove the allegations in his complaint through substantial evidence.[33] A complainant's failure to dispense the same standard of proof requires no other conclusion than that which stays the hand of the Court from meting out a disbarment or suspension order.

Under the facts and the evidence presented, we hold that complainant Goopio failed to discharge this burden of proof.

First. To prove their lawyer-client relationship, Goopio presented before the IBP photocopies of the General Power of Attorney she allegedly issued in Atty. Maglalang's favor, as well as acknowledgement receipts issued by the latter for the amounts he allegedly received. We note, however, that what were submitted into evidence were mere photocopies, in violation of the Best Evidence Rule under Rule 130 of the Rules of Court. Sections 3 and 4 of Rule 130 provide:

> Sec. 3. *Original document must be produced; exceptions.* — When the subject of inquiry is the contents of a document, no evidence shall be admissible other than the original document itself, except in the following cases:
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> (a) When the original has been lost or destroyed, or cannot be produced in court, without bad faith on the part of the offeror;
> (b) When the original is in the custody or under the control of the party against whom the evidence is offered, and the latter fails to produce it after reasonable notice;
> (c) When the original consists of numerous accounts or other documents which cannot be examined in court without great loss of time and the fact sought to be

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[31] See *Yu v. Dela Cruz*, A.C. No. 10912, January 19, 2016, 781 SCRA 188, 197-198.
[32] See *Yap-Paras v. Paras*, A.C. No. 4947, June 7, 2007, 523 SCRA 358, 362.
[33] See *Reyes v. Nieva*, A.C. No. 8560, September 6, 2016, 802 SCRA 196.

established from them is only the general result of the whole; and
(d) When the original is a public record in the custody of a public officer or is recorded in a public office.

Sec. 4. *Original of document.* —

(a) The original of a document is one the contents of which are the subject of inquiry.
(b) When a document is in two or more copies executed at or about the same time, with identical contents, all such copies are equally regarded as originals.
(c) When an entry is repeated in the regular course of business, one being copied from another at or near the time of the transaction, all the entries are likewise equally regarded as originals.

Although a disbarment proceeding may not be akin to a criminal prosecution, if the entire body of proof consists mainly of the documentary evidence, and the content of which will prove either the falsity or veracity of the charge for disbarment, then the documents themselves, as submitted into evidence, must comply with the Best Evidence Rule, save for an established ground that would merit exception. Goopio failed to prove that the present case falls within any of the exceptions that dispense with the requirement of presentation of an original of the documentary evidence being presented, and hence, the general rule must apply.

The necessary import and rationale behind the requirement under the Best Evidence Rule is the avoidance of the dangers of mistransmissions and inaccuracies of the content of the documents.[34] This is squarely true in the present disbarment complaint, with a main charge that turns on the very accuracy, completeness, and authenticity of the documents submitted into evidence. It is therefore *non-sequitur* to surmise that this crucial preference for the original may be done away with or applied liberally in this case merely by virtue of Atty. Maglalang's failure to appear during the second mandatory conference. No such legal license was intended either by the Rules on Evidence or the rules of procedure applicable to a disbarment case. No such effect, therefore, may be read into the factual circumstances of the present complaint.

The Notice of Mandatory Conference itself stated that "[n]on-appearance at the mandatory conference shall be deemed a waiver of the right to participate in the proceedings."[35] At most, Atty. Maglalang's non-appearance during the rescheduled mandatory conference dated March 12, 2009[36] merited the continuation of the proceedings *ex parte*.[37] **Nothing in the**

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[34] See *Consolidated Bank and Trust Corporation (SOLIDBANK) v. Del Monte Motor Works, Inc.*, G.R. No. 143338, July 29, 2005, 465 SCRA 117, 131-132.
[35] *Rollo*, p. 86.
[36] *Id.* at 103.
[37] Records show that he was present during the original schedule of the mandatory conference held on November 27, 2008, *id.* at 91-92.

face of the notice provided that in case of Atty. Maglalang's non-appearance, a leniency in the consideration of the evidence submitted would be in order.[38] **Nowhere in the subsequent Order of Commissioner Soriano, which remarked on the non-appearance of Atty. Maglalang in the last mandatory conference, was there a mention of any form of preclusion on the part of Goopio to further substantiate her documentary evidence.**[39] Atty. Maglalang's waiver of his right to participate in the proceedings did not serve as a bar for Goopio to submit into evidence the original copies of the documents upon which her accusations stood.

Furthermore, consistent with Section 5, Rule V of the Rules of Procedure of the Commission on Bar Discipline of the Integrated Bar of the Philippines,[40] Atty. Maglalang's non-appearance at the mandatory conference was deemed a waiver of his right to participate in the proceedings, and his absence only rightly ushered the *ex parte* presentation of Goopio's evidence. The latter's belated feigning of possession and willingness to present the original copies of the documents were betrayed by the fact that even when she was ordered by the investigating commissioner to produce the original of her documentary evidence, and absent any bar in the applicable Rules for presentation of the same, she still failed to bring forth said originals.

To be sure, it is grave error to interpret that Atty. Maglalang's absence at the second mandatory conference effectively jeopardized Goopio's opportunity to substantiate her charge through submission of proper evidence, including the production of the original General Power of Attorney, acknowledgment receipts, and the billing statements. Viewed in another way, this line of reasoning would mean that Atty. Maglalang's non-appearance worked to excuse Goopio's obligation to substantiate her claim. This simply cannot be countenanced. Goopio's duty to substantiate her charge was separate and distinct from Atty. Maglalang's interests, and therefore, the latter's waiver would not, as in fact it did not, affect the rights and burden of proof of the former.

In fact, the transcript of the initial mandatory conference recorded the Commissioner's pointed instruction that Goopio and counsel have the concomitant obligation to produce the originals of the exhaustive list of documents they wish to have marked as exhibits.[41] The records positively adduce that the duty to produce the originals was specifically imposed on the party seeking to submit the same in evidence; there was no such bar on the part of Goopio to furnish the Commission with the originals of their documentary evidence submissions even after Atty. Maglalang's non-appearance and waiver.

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[38] *Id.* at 101.

[39] *Id.* at 103.

[40] B.M. No. 1755. These Rules, as amended, find suppletory application to Rule 139-B of the Rules of Court.

[41] *Rollo*, pp. 97-99.

It is additionally worth noting that during the mandatory conference, counsel of Goopio signified that they did not in fact have the original copies of the pertinent documents they were seeking to submit into evidence. In the preliminary conference brief submitted by Goopio, she further annotated in the discussion of the documents she wished to present that "[o]riginal copies of the foregoing documents will be presented for comparison with the photocopies during the preliminary conference."[42] Despite such statement of undertaking, however, and borne of no other's undoing, Goopio was never able to present the originals of either the General Power of Attorney or the acknowledgement receipts, the authenticity of which lie at the crux of the present controversy.

In our ruling in *Concepcion v. Fandiño, Jr.*,[43] a disbarment case which involved as documentary evidence mere photocopies of the notarized documents upon which the main allegation stood, we aptly reiterated how even in disbarment proceedings which are *sui generis* in nature, the Best Evidence Rule still applies, and submission of mere photocopies of documentary evidence is unavailing for their dearth of probative weight.

In *Concepcion,* the basis for the complaint for disbarment was the allegation that the lawyer therein notarized documents without authority. Similarly involving a disbarment proceeding that centered on the authenticity of the purported documents as proof of the violative act alleged, what we said therein is most apt and acutely instructive for the case at bar, to wit:

> A study of the document on which the complaint is anchored shows that the photocopy is not a certified true copy neither was it testified on by any witness who is in a position to establish the authenticity of the document. Neither was the source of the document shown for the participation of the complainant in its execution. x x x This fact gives rise to the query, where did these documents come from, considering also the fact that respondent vehemently denied having anything to do with it. It is worthy to note that the parties who allegedly executed said Deed of Sale are silent regarding the incident.
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> x x x x
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> x x x **We have scrutinized the records of this case, but we have failed to find a single evidence which is an original copy. All documents on record submitted by complainant are indeed mere photocopies.** In fact, respondent has consistently objected to the admission in evidence of said documents on this ground. We cannot, thus, find any compelling reason to set aside the investigating commissioner's findings on this point. **It is well-settled that**

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[42] *Id.* at 106.

[43] A.C. No. 3677, June 21, 2000, 334 SCRA 136.

> **in disbarment proceedings, the burden of proof rests upon complainant.** x x x
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> x x x x
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> **The general rule is that photocopies of documents are inadmissible**. As held in *Intestate Estate of the Late Don Mariano San Pedro y Esteban v. Court of Appeals*,[44] such document has no probative value and is inadmissible in evidence.[45] (Emphasis supplied; citations omitted.)

In both *Concepcion* and the case at bar, the allegations at the core of the disbarment complaints both involve alleged violations, the truth or falsity of which relies on a determination of the authenticity of the documents that serve as the paper trail of said punishable acts.

In *Concepcion,* the basis for the disbarment depended on whether or not the lawyer therein did, in fact, notarize the 145 documents without authority,[46] which, if proven, would have merited the punishment prayed for. Similarly, in the case at bar, the grounds for the disbarment of Atty. Maglalang centered chiefly on the truth and genuineness of the General Power of Attorney which he supposedly signed in acceptance of the agency, and the acknowledgment receipts which he purportedly issued as proof of receipt of payment in consideration of the lawyer-client relationship, for proving the authenticity of said documents would have unequivocally given birth to the concomitant duty and obligation on the part of Atty. Maglalang to file the petition on behalf of Goopio, and undertake all necessary measures to pursue the latter's interests. Both cases are further comparable in that both sets of photocopies of documents offered into evidence have been impugned by the lawyers therein for being false, without basis in fact, and deployed for purposes of malice and retaliation, which in effect similarly placed the motives of the complainants within the ambit of suspicion. Finally, in both *Concepcion* and the case at bar, the complainants therein failed to submit the original of their documentary evidence, even though the same would have clearly redounded to the serving of their interests in the case, and despite having no bar or prohibition from doing the same.

In both cases, the documentary evidence was the causal link that would chain the lawyers therein to the violations alleged against them, and in the same manner, both central documentary evidence were gossamer thin, and have collapsed under the probative weight that preponderance of evidence requires.

Long-standing is the rule that punitive charges standing on the truth or falsity of a purported document require no less than the original of said records. Thus, the court shall not receive any evidence that is merely

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[44] G.R. Nos. 103727 & 106496, December 18, 1996, 265 SCRA 733.
[45] *Concepcion v. Pandiño, Jr.*, *supra* note 43 at 140-143.
[46] *Id.* at 142.

substitutionary in its nature, such as photocopies, as long as the original evidence can be had. In the absence of a clear showing that the original writing has been lost or destroyed or cannot be produced in court, the photocopy submitted, in lieu thereof, must be disregarded, being unworthy of any probative value and being an inadmissible piece of evidence.[47]

We are not unaware that disciplinary proceedings against lawyers are *sui generis*; they involve investigations by the Court into the conduct of one of its officers, not the trial of an action or a suit.[48] Being neither criminal nor civil in nature, these are not intended to inflict penal or civil sanctions, but only to answer the main question, that is whether respondent is still fit to continue to be an officer of the court in the dispensation of justice.[49] In the present case, this main question is answerable by a determination of whether the documents Goopio presented have probative value to support her charge.

The irreversible effects of imposed penalties from the same must stand on sufficiently established proof through substantial evidence. Such quantum of proof is a burden that must be discharged by the complainant, in order for the Court to exercise its disciplinary powers.[50] In the present case, substantial evidence was not established when Goopio failed to comply with the Best Evidence Rule, and such failure is fatal to her cause. Such non-compliance cannot also be perfunctorily excused or retrospectively cured through a fault or failure of the contending party to the complaint, as the full weight of the burden of proof of her accusation descends on those very documents. Having submitted into evidence documents that do not bear probative weight by virtue of them being mere photocopies, she has inevitably failed to discharge the burden of proof which lies with her.

This principle further finds acute importance in cases where, as in the one at bar, the complainant's motives in instituting the disbarment charge are not beyond suspicion,[51] considering Atty. Maglalang's contention that his signature in the General Power of Attorney was forged.

Neither will Atty. Maglalang's offer to restitute to Goopio the monetary award pending finality of the decision be deemed as his indirect admission of guilt. After receiving notice of the IBP Board's Resolution suspending him from the practice of law for three years and ordering the return of the ₱400,000.00 he allegedly received from Goopio, Atty. Maglalang filed a motion for reconsideration which mentioned his honest desire to have the instant case resolved at the soonest possible time:[52]

> 3. That with all due respect to the findings and recommendation of the Board of Governors, Respondent

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47 *Intestate Estate of the Late Don Mariano San Pedro y Esteban v. Court of Appeals*, *supra* at 757.
48 *Ylaya v. Gacott*, A.C. No. 6475, January 30, 2013, 689 SCRA 452, 467.
49 *Gonzalez v. Alcaraz*, A.C. No. 5321, September 27, 2006, 503 SCRA 355, 357.
50 *Martin v. Felix, Jr.*, A.C. No. 2760, June 30, 1988, 163 SCRA 111, 130. Citation omitted.
51 See *Lim v. Antonio*, A.C. No. 848, September 30, 1971, 41 SCRA 44, 49.
52 *Rollo*, p. 168.

> would like to seek for reconsideration and ask for lesser penalty if not total exoneration from the sanction imposed on the ground that he is also a victim of the manipulations made by his former client, Ma. Cecilia Consuji who happens to be the sister of complainant, Evelyn Goopio;
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> x x x x
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> 6. **That Respondent is left with no other option but to face the accusation and if there is any fault that can be attributed to him, it is his supposed failure to discover the manipulations of his former client before the matter became worse**;
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> 7. That for lack of material time to produce necessary evidence on the validity of the Alleged General Power of Attorney, Respondent is asking for a reconsideration for a lesser sanction of stern warning or reprimand and despite the non-finality of the subject Resolution because of the filing of the instant Motion for Reconsideration, the undersigned counsel will make arrangements with counsel for complainant how he will be able to restitute the money award as soon as possible x x x **as a show of his honest desire to have the instant case resolved and as a tough learning experience to always cherish his privilege to practice law**.[53] (Emphasis supplied.)

An examination of Atty. Maglalang's offer to restitute would clearly show that there was no admission of the acts being imputed against him. His offer was made "as a show of his honest desire" to have the case resolved immediately, and his admission, if any, was limited to his failure to immediately discover the manipulations of complainant's sister. If anything, his earnest desire to restitute to Goopio the amount of the monetary award only reasonably betrayed his considerateness towards someone who was similarly deceived by Consuji, as well as his need to protect his reputation, which may be tarnished if the proceedings were to be protracted. It would be unjust to fault Atty. Maglalang's efforts to protect his reputation, especially in light of the verity that the success of a lawyer in his profession depends almost entirely on his reputation, and anything which will harm his good name is to be deplored.[54]

Moreover, as expressed in Section 27, Rule 130 of the Rules of Court, an offer of compromise in the context of civil cases may not be taken as an admission of any liability. Demonstrably, this Court articulated the ratio behind the inadmissibility of similar offers for compromise in *Pentagon Steel Corporation v. Court of Appeals*,[55] where we reasoned that since the law favors the settlement of controversies out of court, a person is entitled to "buy his or her peace" without danger of being prejudiced in case his or her efforts

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[53] *Id.* at 167-168. Respondent would reiterate the same allegations in his petition filed before this Court appealing the IBP Board's Resolution suspending him from the practice of law.

[54] *Saludo, Jr. v. Court of Appeals*, G.R. No. 121404, May 3, 2006, 489 SCRA 14, 20.

[55] G.R. No. 174141, June 26, 2009, 591 SCRA 160.

fail.[56] Conversely, if every offer to buy peace could be used as evidence against a person who presents it, many settlements would be prevented, and unnecessary litigation would result since no prudent person would dare offer or entertain a compromise if his or her compromise position could be exploited as a confession of weakness[57] or an indirect admission of guilt.

In legal contemplation in the context of a disbarment proceeding, any offer or attempt at a compromise by the parties is not only inadmissible as evidence to prove guilt on the part of the offeror, but is in fact wholly extraneous to the proceeding, which resides solely within the province of the Court's disciplinary power. Any offer for compromise, being completely immaterial to the outcome of the disbarment complaint, may not hold sway for or impute guilt on any of the parties involved therein.

Seen in a similar light, Atty. Maglalang's prayer for the modification of penalty and reduction of the same may not be interpreted as an admission of guilt. At most, in the context in which it was implored, this may be reasonably read not as a remorseful admission but a plea for compassion—a reaction that is in all respects understandable, familiar to the common human experience, and consistent with his narration that he was likewise a victim of fraudulent representations of Goopio's sister. Furthermore, this prayer for a kinder regard cannot by any course limit the Court's independent disciplinary reach and consideration of the facts and merits of this case as has been presented before it.

This degree of autonomy is in no small measure due to the fact that administrative proceedings are imbued with public interest, public office being a public trust, and the need to maintain the faith and confidence of the people in the government, its agencies, and its instrumentalities demands that proceedings in such cases enjoy such level of independence.[58] As we maintained in *Reyes-Domingo v. Branch Clerk of Court*,[59] the Court cannot be bound by any settlement or other unilateral acts by the parties in a matter that involves its disciplinary authority; otherwise, our disciplinary power may be put for naught.

In the case at bar, the fact that Atty. Maglalang offered to restitute to Goopio the money award in no way precludes the Court from weighing in on the very merits of the case, and gauging them against the quantum of evidence required. No less than the public interest in disbarment proceedings necessitates such independent, impartial, and inclusive contemplation of the totality of evidence presented by the parties. Regrettably for the complainant in this case, her failure to comply with the elementary Best Evidence Rule caused her probative submissions to be weighed and found severely wanting.

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[56] *Id.* at 170.
[57] *Id.*
[58] See *Gacho v. Fuentes, Jr.*, A.M. No. P-98-1265, June 29, 1998, 291 SCRA 474.
[59] A.M. No. P-99-1285, October 4, 2000, 342 SCRA 6.

As has been avowed by the Court, while we will not hesitate to mete out the appropriate disciplinary punishment upon lawyers who fail to live up to their sworn duties, we will, on the other hand, protect them from accusations that have failed the crucible of proof.[60]

Accordingly, all premises considered, we cannot find Atty. Maglalang guilty of violating Section 27, Rule 138 of the Rules of Court as the case levelled against him by Goopio does not have any evidentiary leg to stand on. The latter's allegations of misrepresentation and deceit have not been substantiated as required by the applicable probative quantum, and her failure to present the best evidence to prove the authenticity of the subject documents places said documents well within the ambit of doubt, on the basis of which no punitive finding may be found. The General Power of Attorney allegedly issued in favor of Atty. Maglalang, and the acknowledgment receipts purportedly issued by the latter as proof of payment for his legal services are the documents which constitute the bedrock of the disbarment complaint. Goopio's failure to substantiate their authenticity with proof exposes the claims as those that stand on shifting sand. Her documentary evidence lacked the required probative weight, and her unproven narrative cannot be held to sustain a finding of suspension or disbarment against Atty. Maglalang. Hence, the dismissal of the disbarment complaint is in order, without prejudice to other remedies that Goopio may avail of for any monetary restitution due her, as the courts may deem proper.

However, we find that by his own recognition, Atty. Maglalang's "failure to discover the manipulations of his former client before the matter became worse"[61] is material negligence, for which the penalty of reprimand,[62] under the circumstances of the case at bar, may be consequently warranted.[63] Veritably, a lawyer must at all times exercise care and diligence in conducting the affairs of his practice, including the observation of reasonable due vigilance in ensuring that, to the best of his knowledge, his documents and other implements are not used to further duplicitous and fraudulent activities.

WHEREFORE, Atty. Ariel D. Maglalang is hereby **REPRIMANDED**, but the disbarment complaint against him is nevertheless **DISMISSED** for lack of merit. Let a copy of this decision be attached to his records.

SO ORDERED.

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[60] See *Intestate Estate of the Late Don Mariano San Pedro y Esteban v. Court of Appeals*, *supra* note 44.

[61] *Rollo*, p. 168.

[62] Pursuant to Section 12(c) of Rule 139-B of the Rules of Court, where reprimand is enumerated as among the disciplinary sanctions available other than disbarment and suspension.

[63] See *Linsangan v. Tolentino*, A.C. No. 6672, September 4, 2009, 598 SCRA 133; *San Jose Homeowners Association Inc. v. Romanillos*, A.C. No. 5580, June 15, 2005, 460 SCRA 105; and *Salosa v. Pacete*, A.M. No. 107-MJ, August 27, 1980, 99 SCRA 347.

FRANCIS H. JARDELEZA
Associate Justice

WE CONCUR:

ANTONIO T. CARPIO
Senior Associate Justice

PRESBITERO J. VELASCO, JR.
Associate Justice

TERESITA J. LEONARDO-DE CASTRO
Associate Justice

DIOSDADO M. PERALTA
Associate Justice

LUCAS P. BERSAMIN
Associate Justice

MARIANO C. DEL CASTILLO
Associate Justice

ESTELA M. PERLAS-BERNABE
Associate Justice

MARVIC M. V. F. LEONEN
Associate Justice

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

SAMUEL R. MARTIRES
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NOEL GIMENEZ TIJAM
Associate Justice

ANDRES B. REYES. JR.
Associate Justice

ALEXANDER G. GESMUNDO
Associate Justice

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EDGAR O. ARICHETA
Clerk of Court En Banc
Supreme Court