



Republic of the Philippines
Supreme Court
Manila

SUPREME COURT OF THE PHILIPPINES
PUBLIC INFORMATION OFFICE

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VIDAYLIN YAMON-LEACH,
Complainant,

A.C. No. 5987

Present:

BERSAMIN, C.J.,
CARPIO,
PERALTA,
PERLAS-BERNABE,
LEONEN,
JARDELEZA,
CAGUIOA,
REYES, A., JR.,
GESMUNDO,
REYES, J., JR.,
HERNANDO,*
CARANDANG,
LAZARO-JAVIER,
INTING, and
ZALAMEDA, JJ.

- versus -

ATTY. ARTURO B. ASTORGA,
Respondent.

Promulgated:

August 28, 2019

X-----X

DECISION

PER CURIAM:

Before the Court is a complaint for disbarment filed by herein complainant Vidaylin Yamon-Leach against herein respondent Atty. Arturo B. Astorga on grounds of deceit, malpractice, grossly immoral conduct and gross violation of his Oath of Office and the Code of Professional Responsibility.

* On wellness leave.

Complainant alleges as follows:

x x x x

1. I know Atty. Arturo Astorga not only because he is a prominent legal practitioner, an incumbent Provincial Board Member of Leyte, but also because he is a distant relative and our family lawyer.

2. During the month of September 2001, Atty. Arturo B. Astorga urged me to buy the "beach-front" property of Ms. Villaflora Un in Baybay, Leyte. Although the price was P1.4 Million, he told me that it could be paid through installments.

3. Before I left for Las Vegas, Nevada, U.S.A., Atty. Astorga collected from me the amount of P110,000.00. He told me that he would allegedly give the money to Ms. Un so that the property will not be offered to other persons. I did not complain when Atty. Astorga did not give me a receipt because I trusted him being a distant relative and our family lawyer.

4. When I was in Las Vegas, Nevada, U.S.A., I sent the amount of P1,300,215.00 to Atty. Astorga intended to pay for the remaining balance plus cost. A photocopy of the "Receipt For Money Remittance To PNB" (O.R. No. LV-067776 dated September 19, 2001) is hereto attached as Annex "A."

5. In the month of December 2001, I returned to the Philippines because my father died. When I visited Atty. Astorga, he told me that he has already paid Ms. Un and that he was allegedly working for the transfer of the title of the land to my name. I reminded him to give me a copy of the deed of sale and he promised to do so.

6. In the latter part of December 2001, Atty. Astorga handed to me papers entitled "Deed of Absolute Sale of Portions of Registered Land" and requested me to sign below the word "Conforme," which I did. After signing and while reading the document, I noticed some strange features in the document, namely: it was undated; the sellers were a certain "Ariston Chaperon and Ursula Gumba" (not Villaflora Un); it did not contain a description of the boundaries of the land subject of the sale; and the number of the respective tax certificates of the sellers were not indicated. A photocopy of the said Deed is hereto attached as Annex "B."

7. When I raised these matters with him, Atty. Astorga assured me that everything was alright as, according to him, he would just make the necessary corrections later. Before we parted, Atty. Astorga reminded me that additional money was needed for his attorney's fees, for processing as well as for taxes, fees and charges.

8. He gave a me a Tickler and a Statement of Account stating the expenses, his attorney's fees, some legal advi[c]e and opinion and some other requests. A copy of said Tickler and Statement of Account [are] attached as Annexes "C" to "C-3." Pursuant to the Tickler and Statement of Account, I sent the amount of P204,000.00 (or US\$4,000.00) to Atty. Astorga on January 9, 2002. A photocopy of the "Receipt for Money Remittance To PNB" (O.R. No. LV-079933) is attached as Annex "D." Then

on January 23, 2002, I sent another amount of P205,436.00 (or US\$4,060.00) to Atty. Astorga. A photocopy of the "Receipt for Money Remittance To PNB" (O.R. No. LV-080645) is attached as Annex "E."

9. A "Certification" issued by the PNB Remittance Centers Inc. showing that said amounts were indeed forwarded to the PNB Baybay Branch under Account No. 451-504-6718 in the name of Atty. Arturo B. Astorga, is attached as Annex "F."

10. My brother, Vicentico R. Yamon Jr., verified from Ms. Villaflora Un the transaction and he was shocked when Ms. Un told him that she did not receive a single centavo from Atty. Astorga. It turned out that the property subject of the undated "Deed [o]f Absolute Sale [o]f Portions of Registered Land" was neither the land of Ms. Un nor a beach-front property.

11. Further verification revealed that the sellers' signatures in the subject Deed of Sale prepared by Atty. Astorga were forgeries. Ariston Chaperon could not have signed the instrument of sale [in] December 2001 simply because he died eight (8) years earlier on June 14, 1994 while Ursula Gumba followed him to the grave on the following year. A Certification to this effect issued by the Local Civil Registry of Baybay, Leyte, is attached as Annex "G." (Please see also the Affidavit of Angela Piamonte [Annex "M"]).

12. I immediately called Atty. Astorga and informed him that I discovered what he had done. Atty. Astorga apologized and admitted that he has used the money. Thereafter, he made several promises to pay me back as follows: the end of the month of May 2002; last week of June 2002; middle part of July 2002 and last week of September 2002. Atty. Astorga did not fulfill his promises so I decided to go back home.

13. On or about the lat[t]er part of October 2002, I met Atty. Astorga at the house of my brother Vicentico R. Yamon, Jr. in Brgy. Paguite, Abuyog, Leyte. I confronted him as to why he bought another lot whose sellers were already dead. Atty. Astorga apologized saying: "Mao bitaw nay akong sayop, ngano naghimo ko adto." (That is my fault... why I did it...). Thereafter, we made an accounting and he accepted the amount of P1,819,651.00 as the total money I gave him.

14. Later on, Atty. Astorga showed me two sets of documents which he had already signed and asked me to sign in the space below the word "Conforme." In these documents entitled "Agreement" and "Deed of Real Estate Mortgage," Atty. Astorga promised to pay me back on installment the amount of P1,819,651.00 and to mortgage to me his alleged residential lots at Veterans Village, Quezon City. Photocopies of these documents are attached as Annexes "H" and "I," respectively.

15. When I refused to sign these documents, Atty. Astorga promised to make an initial payment of P1,000,000.00 on November 4, 2002. However, and as what happened to his previous promises, he requested for the extension of the period to November 8, 2002.

16. Finally, on November 7, 2002, I received a letter from Atty. Astorga informing me that he could not fulfill with his promise citing various excuses. A photocopy of his Letter is attached as Annex "J."

x x x.¹

On April 2, 2003, this Court issued a Resolution² requiring respondent to file his comment to the above-mentioned complaint within ten (10) days from receipt of the said Resolution. Respondent, however, failed to do so.

On November 9, 2005, complainant filed her Motions to Consider Respondent's Comment Waived and To Submit Case for Resolution.³

Subsequently, this Court, noting that respondent still has not filed his comment to the complaint, issued a Resolution⁴ dated February 8, 2006, requiring respondent to show cause why he should not be disciplinarily dealt with or held in contempt for such failure; and to comply with this Court's Resolution of April 2, 2003 requiring him to file his comment. Per Tracer⁵ sent to the Postmaster of Baybay, Leyte, respondent received the above Resolution on April 5, 2006. Nonetheless, despite receipt of the said Resolution, respondent still failed to file the required comment.

Thus, per Resolution⁶ dated July 22, 2009, this Court imposed upon respondent a fine of ₱1,000.00 and reiterated its directive for respondent to file his comment to the complaint.

On July 29, 2009, complainant, again, filed Motions to Consider Respondent's Comment Waived and To Submit Case for Resolution.⁷

On July 14, 2011, respondent submitted his Compliance⁸ to this Court's July 22, 2009 Resolution by paying the fine of ₱1,000.00 imposed upon him. Respondent, however, did not file his comment and, instead, requested an extension of ten (10) days within which to file the said comment.

Per Resolution⁹ of this Court dated August 24, 2011, complainant's Motions were noted and respondent's request for extension of ten (10) days to file his comment was granted.

¹ *Rollo*, pp. 2-4.

² *Id.* at 30.

³ *Id.* at 39-41.

⁴ *Id.* at 43.

⁵ *Id.* at 50.

⁶ *Id.* at 52.

⁷ *Id.* at 53-56.

⁸ *Id.* at 58-59.

⁹ *Id.* at 62.

On October 17, 2011, complainant, again, filed Motions to Consider Respondent's Comment Waived and To Submit Case for Resolution.¹⁰

In a Resolution¹¹ dated February 29, 2012, this Court noted complainant's Motions and imposed upon respondent an increased fine of ₱2,000.00 for his continued failure to file the required comment. The Court, likewise, reiterated its order for respondent to file his Comment, but the latter still failed to comply.

On November 19, 2012, complainant reiterated his Motions to Consider Respondent's Comment Waived and To Submit Case for Resolution.¹²

As of August 13, 2019, this Court has yet to receive respondent's comment to the complaint.

Thus, the Court deems it proper to consider respondent's right to file his comment to the complaint as waived and proceed with the resolution of this case on the basis of the evidence presented by the complainant.

At the outset, this Court would like to address respondent's callous disregard of the various orders and processes it issued which led to the unreasonable and inordinate delay in the resolution of the instant case. This Court has been very tolerant of respondent's failure to comply with its directives as evidenced by the numerous opportunities which were given to him to file his comment to the complaint. However, respondent's cavalier attitude in repeatedly ignoring the orders of this Court without any justifiable reason, much less explanation, only shows his utter disrespect to the judicial institution. What makes matters worse for respondent is the fact that he is not an ordinary litigant but is an officer of the court who is particularly called upon to obey court orders and processes. As an officer of the court, respondent is expected to know that a resolution of this Court is not a mere request but an order which should be complied with promptly and completely¹³ and not partially, inadequately or selectively.¹⁴ Moreover, as the courts' indispensable partner in the sacred task of administering justice, graver responsibility is imposed upon a lawyer, like herein respondent, than any other to uphold the integrity of the courts and to show respect to its processes. Thus, any act on his part which tends visibly to obstruct, pervert

¹⁰ *Id.* at 70-73.

¹¹ *Id.* at 75-76.

¹² *Id.* at 77-80.

¹³ *Felipe, et al. v. Atty. Macapagal*, 722 Phil. 439, 446 (2013).

¹⁴ *Sebastian v. Atty. Bajar*, 559 Phil. 211, 224 (2007).

or impede and degrade the administration of justice constitutes professional misconduct calling for the exercise of disciplinary action against him.¹⁵

In the instant case, respondent's failure to comply with the Court's several directives to file his comment to the complaint constitutes willful disobedience and gross misconduct.¹⁶ The Court defined gross misconduct as "any inexcusable, shameful, flagrant, or unlawful conduct on the part of the person concerned in the administration of justice which is prejudicial to the rights of the parties or to the right determination of a cause."¹⁷ It is a "conduct that is generally motivated by a premeditated, obstinate, or intentional purpose."¹⁸ In previous cases,¹⁹ this Court held that a respondent-lawyer's failure to comply with the lawful orders of this Court constitutes gross misconduct and insubordination or disrespect which, alone, can merit the penalty of disbarment.

As mentioned above, respondent's willful disobedience of this Court's numerous orders has resulted in the extreme delay of the instant proceedings. Thus, he is guilty of violating Canon 12 of the Code of Professional Responsibility (*Code*), which provides that "[a] lawyer shall exert every effort and consider it his duty to assist in the speedy and efficient administration of justice." He also violated Rules 12.03 and 12.04, Canon 12 of the same Code, which state, respectively, that "[a] lawyer shall not, after obtaining extensions of time to file pleadings, memoranda or briefs, let the period lapse without submitting the same or offering an explanation for his failure to do so" and "[a] lawyer shall not unduly delay a case, impede the execution of a judgment or misuse court processes."

To stress, the practice of law is a privilege given to lawyers who meet the high standards of legal proficiency and morality, including honesty, integrity and fair dealing. They must perform their four-fold duty to society, the legal profession, the courts and their clients, in accordance with the values and norms of the legal profession as embodied in the Code. Falling short of this standard, the Court will not hesitate to discipline an erring lawyer by imposing an appropriate penalty based on the exercise of sound judicial discretion in consideration of the surrounding facts.²⁰

Thus, stated differently, judging from respondent's failure to file his comment after five (5) Resolutions issued by this Court, nothing can be concluded therefrom but that respondent's acts, or inaction for that matter, were deliberate and manipulating, which unreasonably delayed this Court's action on the case. These acts constitute conscious and total indifference to

¹⁵ *Bantolo v. Atty. Castillon, Sr.*, 514 Phil. 628, 633 (2005).

¹⁶ *United Coconut Planters Bank v. Noel*, A.C. No. 3951, June 19, 2018.

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Krursel v. Atty. Abion*, 789 Phil. 584 (2016); *Sebastian v. Atty. Bajar*, *supra* note 14; *Cuizon v. Atty. Macalino*, 477 Phil. 509 (2004).

²⁰ *United Coconut Planters Bank v. Noel*, *supra* note 16.

the lawful orders of this Court, which, not only works against his case as he is now deemed to have waived the filing of his comment, but more importantly is in itself a sufficient cause for suspension or disbarment pursuant to Section 27,²¹ Rule 138 of the Rules of Court.²²

As to the merit of complainant's allegations, it is evident from the documents presented that: respondent was the one who sought the complainant and encouraged her to invest in and buy what he represented as a "beach-front" property; respondent volunteered to act as complainant's representative in the supposed purchase of the alleged property as well as the processing of the documents necessary to transfer title to complainant; respondent not only received but even solicited and demanded substantial amounts from the complainant in four separate instances totaling ₱1,819,651.00, which he himself acknowledged to have received;²³ he misrepresented that the said amount would cover, aside from the purchase price, expenses for the payment of various forms of taxes, processing fees and his professional fee;²⁴ respondent misappropriated the money he received from complainant; respondent deceived complainant by making it appear that he bought the "beach-front" property when, in fact, he did not; he defrauded complainant and made false representations by showing a "Deed of Absolute Sale"²⁵ of another property which appeared to have been executed by the owners thereof, when in fact, the said owners died eight (8) years prior to the date that they supposedly signed the said Deed,²⁶ and respondent even went to the extent of making it appear that these dead people acknowledged the execution of the subject Deed of Sale before him as a notary public.²⁷

What respondent did to complainant was plain and simple trickery. His transgression would have been mitigated had he simply acknowledged, at the first instance, that he pocketed the money given to her by complainant and made amends by returning the same. What makes his act more deplorable is that he took advantage of complainant's trust in him and actively and knowingly deceived the latter by making it appear that he bought a property in her name when, in fact, he did not. To make matters worse, he did not content himself with the supposed purchase price agreed upon and even had the gall to ask for additional amounts to allegedly defray the expenses for taxes and other processing fees. For a number of times, respondent promised to indemnify complainant, but he never did.

²¹ 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 the admission to practice, or for a willful disobedience of any lawful order of a superior court, or for corruptly or willful appearing as an attorney for a party to a case without authority so to do. x x x.

²² *Dimayuga v. Rubia*, A.C. No. 8854, July 3, 2018,

²³ See Annexes "A," "D," "E," and "H" to Complaint; *rollo*, pp. 7, 16, and 19-20.

²⁴ See Annex "C-1" to "C-3" to Complaint; *id.* at 13-15.

²⁵ Annex "B" to Complaint; *id.* at 8-9.

²⁶ See Annex "M" to Complaint; *id.* at 27-28.

²⁷ *Supra* note 25.

Through the foregoing acts, respondent is guilty of violating the provisions of Article 19 of the Civil Code which states that “[e]very person must, in the exercise of his rights and in the performance of his duties, act with justice, give everyone his due, and observe honesty and good faith.”

Respondent also breached his oath as a lawyer to, among others, “obey the laws,” “do no falsehood,” and “conduct [him]self as a lawyer according to the best of [his] knowledge and discretion.”

Respondent is, likewise, guilty of violating Rule 1.01, Canon 1 of the Code which states that “a lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.” Any act or omission that is contrary to, or prohibited or unauthorized by, or in defiance of, disobedient to, or disregards the law is unlawful. Unlawful conduct does not necessarily imply the element of criminality although the concept is broad enough to include such element. To be dishonest means the disposition to lie, cheat, deceive, defraud, or betray; be unworthy; lacking in integrity, honesty, probity, integrity in principle, fairness, and straightforwardness, while conduct that is deceitful means the proclivity for fraudulent and deceptive misrepresentation, artifice or device that is used upon another who is ignorant of the true facts, to the prejudice and damage of the party imposed upon.²⁸ In order to be deceitful, the person must either have knowledge of the falsity or acted in reckless and conscious ignorance thereof, especially if the parties are not on equal terms, and was done with the intent that the aggrieved party act thereon, and the latter indeed acted in reliance of the false statement or deed in the manner contemplated to his injury.²⁹ Deceitful conduct involves moral turpitude and includes anything done contrary to justice, modesty or good morals.³⁰ It is an act of baseness, vileness or depravity in the private and social duties which a man owes to his fellowmen or to society in general, contrary to justice, honesty, modesty, or good morals.³¹

Respondent’s calculated acts of deceit, dishonesty, abuse of complainant’s trust and confidence as well as his misappropriation of the funds he received from complainant constitute malfeasance and is not only unacceptable, disgraceful, and dishonorable to the legal profession but also reveals a basic moral flaw that makes him unfit to practice law.³² Good moral character is not only a condition precedent relating to his admission into the practice of law, but is a continuing imposition in order for him to maintain his membership in the Philippine Bar.³³

²⁸ *Gonzales v. Atty. Bañares*, A.C. No. 11396, June 20, 2018; *Maniquiz v. Atty. Emelo*, A.C. No. 8968, September 26, 2017, 840 SCRA 532, 538-539.

²⁹ *Saladaga v. Atty. Astorga*, 748 Phil. 1, 13 (2014).

³⁰ *San Juan v. Atty. Venida*, 793 Phil. 656, 662 (2016).

³¹ *Id.*

³² *Id.* at 663.

³³ *Id.*

In this regard, Section 27, Rule 138 of the Revised Rules of Court mandates that a lawyer may be disbarred or suspended by this Court for any of the following acts: (1) deceit; (2) malpractice; (3) gross misconduct in office; (4) grossly immoral conduct; (5) conviction of a crime involving moral turpitude; (6) violation of the lawyer's oath; (7) willful disobedience of any lawful order of a superior court; and (8) willfully appearing as an attorney for a party without authority to do so. Thus, a lawyer may be disbarred or suspended for any violation of his oath, a patent disregard of his duties, or an odious deportment unbecoming of an attorney.³⁴ A lawyer must at no time be wanting in probity and moral fiber, which are not only conditions precedent to his entrance to the Bar but are, likewise, essential demands for his continued membership in it.³⁵

The question as to what disciplinary sanction should be meted out against a lawyer found guilty of misconduct requires consideration of a number of factors. When deciding upon the appropriate sanction, the Court must consider that the primary purposes of disciplinary proceedings are to protect the public; to foster public confidence in the Bar; to preserve the integrity of the profession; and to deter other lawyers from similar misconduct.³⁶

In *CF Sharp Crew Management Incorporated v. Atty. Torres*,³⁷ the Court disbarred the respondent for failing to account for, and misappropriating, the various amounts he received from his client. In *Arellano University, Inc. v. Mijares III*,³⁸ the Court, likewise, disbarred the lawyer therein for misappropriating his client's money intended for securing a certificate of title on the latter's behalf.

In addition, as mentioned earlier, this Court has previously imposed the penalty of disbarment upon respondent-lawyers who willfully disobeyed lawful orders of this Court.³⁹

Thus, in determining the penalty in the instant case, aside from taking into account the gravity of the infractions that respondent has committed, *i.e.*, deceit, gross misconduct, violation of the lawyer's oath, misappropriation of the various amounts of money he received from complainant, the Court takes into consideration his wanton disregard of the disbarment complaint against him, particularly in ignoring the notices sent to him to file his comment. Judging from his actuations, particularly his

³⁴ *Id.* at 663-664.

³⁵ *Id.* at 664.

³⁶ *Id.*

³⁷ 743 Phil. 614 (2014).

³⁸ 620 Phil. 93 (2009).

³⁹ *Krursel v. Atty. Abion*, *supra* note 19; *Sebastian v. Atty. Bajar*, *supra* note 14; *Cuizon v. Atty. Macalino*, *supra* note 19.

continued indifference with respect to the Court's directives in the present case, respondent failed to consider that an administrative case against him, which could very well result in the revocation of his license and expulsion from the Roll of Attorneys, is neither pressing nor important enough to merit his attention.

Furthermore, the Court takes judicial notice of the fact that respondent has been found guilty and penalized in two previous administrative cases.

In *Nuñez, et al. v. Astorga*,⁴⁰ respondent therein was found guilty of conduct unbecoming a member of the bar for the use of offensive language in the pleadings he filed which were directed against the complainants and their counsel, in connection with an administrative complaint for misconduct filed against respondent. He was meted the penalty of fine.

Subsequently, in two consolidated administrative complaints for disbarment, both entitled *Saladaga v. Astorga*,⁴¹ respondent was sought to be disbarred after he entered into a *pacto de retro* sale with the complainant in the said administrative case involving a parcel of land which he previously owned but has, in fact, been foreclosed and acquired by a bank nine years earlier. While he was subsequently able to repurchase the property from the bank, he again mortgaged the same property to another bank and after his failure to pay his obligation, the second bank foreclosed the property, obtained title in its name and took possession thereof from the complainant, thus, depriving the latter of the enjoyment of the property. Similar to the present case, the Court, found respondent guilty of fraudulent and deceptive misrepresentation, bad faith, and dishonesty. The Court ruled, thus:

x x x x

Respondent dealt with complainant with bad faith, falsehood, and deceit when he entered into the "Deed of Sale with Right to Repurchase" dated December 2, 1981 with the latter. He made it appear that the property was covered by TCT No. T-662 under his name, even giving complainant the owner's copy of the said certificate of title, when the truth is that the said TCT had already been cancelled some nine years earlier by TCT No. T-3211 in the name of PNB. He did not even care to correct the wrong statement in the deed when he was subsequently issued a new copy of TCT No. T-7235 on January 4, 1982, or barely a month after the execution of the said deed. All told, respondent clearly committed an act of gross dishonesty and deceit against complainant.

Canon 1 and Rule 1.01 of the Code of Professional Responsibility provide:

⁴⁰ 492 Phil. 450 (2005).

⁴¹ *Supra* note 29.

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

Rule 1.01 – A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct. Under Canon 1, a lawyer is not only mandated to personally obey the laws and the legal processes, he is moreover expected to inspire respect and obedience thereto. On the other hand, Rule 1.01 states the norm of conduct that is expected of all lawyers.

x x x x

x x x The actions of respondent in connection with the execution of the "Deed of Sale with Right to Repurchase" clearly fall within the concept of unlawful, dishonest, and deceitful conduct. They violate Article 19 of the Civil Code. They show a disregard for Section 63 of the Land Registration Act. They also reflect bad faith, dishonesty, and deceit on respondent's part. Thus, respondent deserves to be sanctioned.

x x x.⁴²

In addition, the Court also found respondent guilty of disregarding several directives of this Court and of the Investigating Commissioner of the Integrated Bar of the Philippines (IBP) for him to submit various pleadings despite due notice. Thus, taking into consideration his previous infraction in *Nuñez, et al. v. Astorga*,⁴³ this Court imposed upon respondent the penalty of suspension from the practice of law for two (2) years with a stern warning that a similar misconduct in the future shall be dealt with more severely.

Interestingly, it bears to note that, after a check of respondent's records with the Office of the Bar Confidant, nothing appears therein to show that he has served the penalty of two-years suspension imposed upon him by this Court in the above case.

As a last note, a copy of the latest Resolution issued by this Court, dated February 13, 2019, was returned unserved with a notation on the face of the envelope which reads: "RTS - No One to Receive - Addressee is sick due to his old age."⁴⁴ However, given respondent's propensity of manipulating people and misrepresenting facts, the Court, in the absence of competent evidence to prove respondent's real state of health, may not give credence to the claim that he is ailing and unwell enough not to be able to receive notices from and respond to the directives of this Court. In fact, a perusal of respondent's records in the *Saladaga* case shows that he, likewise, refused to receive a copy of this Court's Decision in the said administrative case on the same alleged ground that he is sick. }

⁴² *Id.* at 12-13.

⁴³ *Supra* note 40.

⁴⁴ See *rollo*, pp. 86-87.

In sum, respondent has shown that he has a penchant for violating not only his oath as a lawyer and the Code, but orders from the Court as well. He had been fined and warned that a similar violation will merit a more severe penalty, and yet, his reprehensible conduct has, time and again, brought embarrassment and dishonor to the legal profession. The Court cannot, thus, allow respondent to continue his blatant disregard of the Code and of his sworn duty as a lawyer.

Considering all of the foregoing, the Court deems it fit to impose the ultimate penalty of disbarment from the practice of law upon Atty. Astorga. Membership in the legal profession is a privilege, and whenever it is made to appear that an attorney is no longer worthy of the trust and confidence of his clients and the public, it becomes not only the right but also the duty of the Court to withdraw the same.⁴⁵

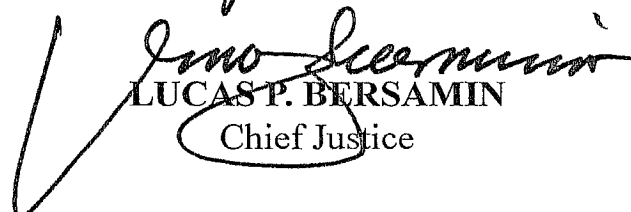
WHEREFORE, the Court finds respondent Atty. Arturo B. Astorga **GUILTY** of deceit, gross misconduct in office, violation of the Lawyer's Oath and the Code of Professional Responsibility, and willful disobedience of lawful orders of the Supreme Court. He is hereby **DISBARRED** from the practice of law. The Office of the Bar Confidant is **DIRECTED** to remove the name of Arturo B. Astorga from the Roll of Attorneys.

This Decision is without prejudice to any pending or contemplated proceedings to be initiated against respondent.

Let copies of this Decision be furnished the Office of the Bar Confidant, to be appended to respondent's personal record as a member of the Bar, the Integrated Bar of the Philippines, the Office of the Court Administrator, the Department of Justice, and all courts in the country for their information and guidance.

This Decision takes effect immediately.

SO ORDERED.

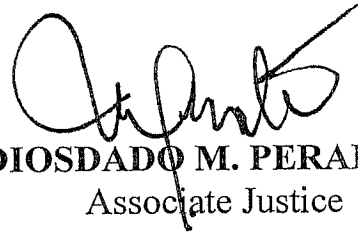
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LUCAS P. BERSAMIN
Chief Justice

⁴⁵

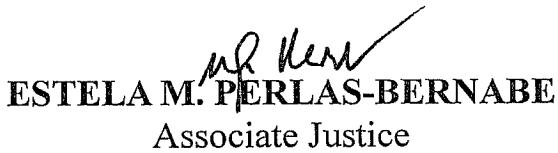
Suarez v. Atty. Maravilla-Ona, 796 Phil. 27, 39 (2016).



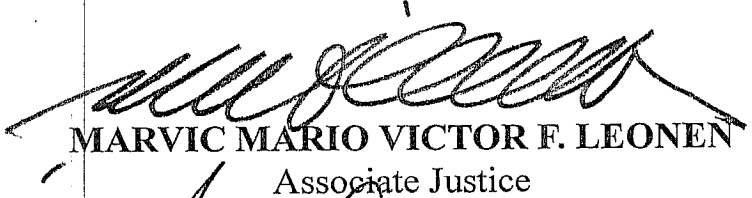
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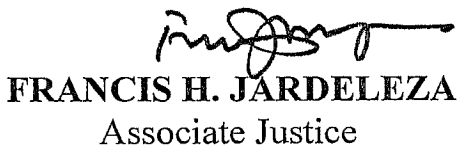
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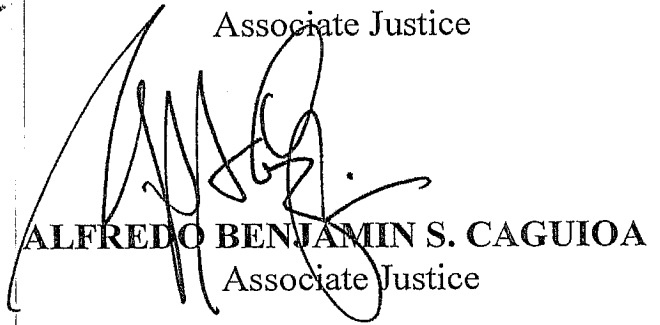
ESTELA M. PERLAS-BERNABE
Associate Justice



MARVIC MARIO VICTOR F. LEONEN
Associate Justice



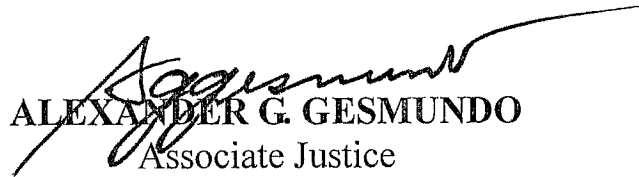
FRANCIS H. JARDELEZA
Associate Justice



ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

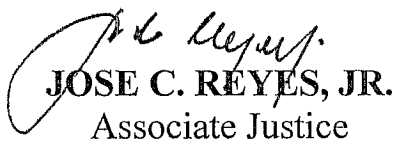


ANDRES B. REYES, JR.
Associate Justice

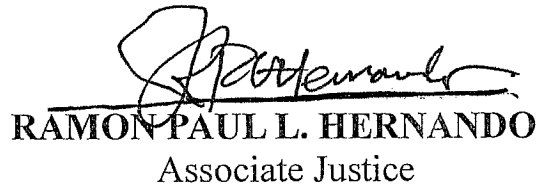


ALEXANDER G. GESMUNDO
Associate Justice

ON WELLNESS LEAVE



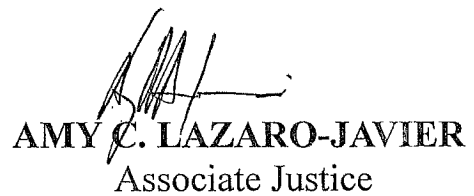
JOSE C. REYES, JR.
Associate Justice



RAMON PAUL L. HERNANDO
Associate Justice



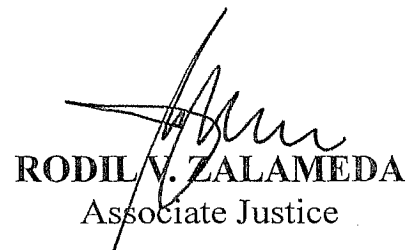
ROSMARI D. CARANDANG
Associate Justice



AMY C. LAZARO-JAVIER
Associate Justice

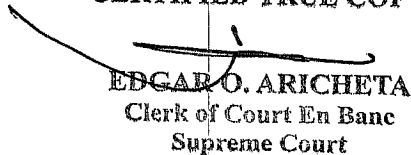


HENRI JEAN PAUL B. INTING
Associate Justice



RODIL V. ZALAMEDA
Associate Justice

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EDGAR O. ARICHETA
Clerk of Court En Banc
Supreme Court