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Republic of the Philippines  
Supreme Court  
Manila

EN BANC

**WILFREDO C. CABALLERO,**  
Complainant,

**A.C. No. 10699**  
[Formerly CBD Case No. 15-4793]

**Present:**

PERALTA, C.J.,  
PERLAS-BERNABE,  
LEONEN,  
CAGUIOA,  
GESMUNDO,  
HERNANDO,  
CARANDANG,  
LAZARO-JAVIER,  
INTING,  
ZALAMEDA,  
LOPEZ,  
DELOS SANTOS,  
GAERLAN, and  
BALTAZAR-PADILLA,\* JJ.

- versus -

**ATTY. GLICERIO A. SAMPANA,**  
Respondent..

**Promulgated:**

October 6, 2020

X-----X

**DECISION**

**PER CURIAM:**

This administrative case stemmed from a Complaint<sup>1</sup> dated November 3, 2014 filed by Wilfredo C. Caballero (*complainant*) against Atty. Glicerio A. Sampana (*respondent*), for allegedly unlawfully arrogating onto himself the ownership and possession of real property belonging to the former.

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

The facts are as follows:

Complainant, an employee of the National Food Authority, alleged that on January 31, 1995, he was awarded by the Government Service Insurance System (*GSIS*) a low-cost housing unit located at Lot 31, Block 15-A, Menzyland Subdivision, Mojon, Malolos, Bulacan. To pay for the said property, he was granted by the *GSIS* a real estate loan in the amount of ₱216,000.00, with a monthly amortization of ₱2,584.44 for a period of 25 years.

On January 27, 1997, owing to financial constraints, complainant transferred his right over the housing unit to respondent in consideration of the amount of ₱60,000.00, upon the condition that the latter would assume the obligation of paying the remaining monthly amortizations. Complainant and respondent entered into a document denominated as Deed of Transfer of Rights<sup>2</sup> which reads:

WHEREAS, the TRANSFEROR is the vendee/awardee in a Deed of Conditional Sale executed by the GOVERNMENT SERVICE INSURANCE SYSTEM in favor of the TRANSFEROR involving one (1) parcel of land, together with the house and all the existing improvements thereon, more particularly known as:

TRANSFER CERTIFICATE OF TITLE  
No. T-59916

x x x x

WHEREAS, the TRANSFEREE, hereby agree to assume the obligation of the TRANSFEROR under the terms and conditions embodied in the Deed of Conditional Sale executed by the GOVERNMENT SERVICE INSURANCE SYSTEM in favor of the TRANSFEROR and the latter has consented and agreed to Transfer all their rights and interest over the subject property to the TRANSFEREE.

On August 31, 2004, complainant received a letter from the *GSIS*, through its Housing Finance Administration Department, informing him that his ₱216,000.00 loan had increased to ₱609,004.68, with arrearages amounting to ₱415,181.09.<sup>3</sup>

Hoping to discuss the matter with respondent, complainant went to the latter's house in September 2004 and gave him a copy of the letter from the *GSIS*. Complainant informed the respondent that if no payment was made by respondent to the *GSIS*, complainant would have no option but to surrender

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<sup>2</sup> *Id.* at 7-8.

<sup>3</sup> *Id.* at 11.

the house and lot and all its improvements to the GSIS. Respondent then promised that he would pay and handle the transfer of the account to his name.

On August 27, 2009, five years after he met with respondent in September 2004, complainant again received a letter<sup>4</sup> from the GSIS, through its Billing and Collection Department, informing him that the amount of his loan had increased from ₱609,004.68 to ₱1,166,017.57, revealing that respondent reneged on his promise to settle the said account with the GSIS.

In a letter<sup>5</sup> dated October 7, 2009, complainant informed the GSIS of his decision to voluntarily surrender the property and all its improvements to the GSIS in order to resolve his outstanding accounts. Respondent was furnished a copy of the said letter.

On December 7, 2009, complainant received a letter-reply<sup>6</sup> from the GSIS instructing him to submit a Notarized Affidavit of Surrender to the Business Development and Accounts Recovery Office of the GSIS, to facilitate the necessary tagging of his account. He was also ordered to ensure that the unit was vacated and that the keys to the same were surrendered to the GSIS. Complainant, however, was unable to surrender the unit as the same was still being occupied by respondent's tenant, who refused to vacate the property.

On June 23, 2010, complainant, accompanied by his wife, and respondent went to the main office of the GSIS in Pasay City to discuss their available options. As part of the arrangement with the GSIS, complainant was made to sign a waiver so as to cancel his account for eventual inclusion as Real and Other Properties Owned or Acquired. The parties also agreed that respondent would purchase the property by making a down payment amounting to ten percent (10%) of its assessed value, with the remaining balance to be paid on installments.

On July 6, 2010, the GSIS, through its Accounts Recovery and Acquired Assets Department, notified the complainant of the cancellation of the Deed of Conditional Sale issued in his favor for failure to settle the housing loan arrearages.<sup>7</sup> The GSIS demanded that complainant vacate and turn over the property to the GSIS.

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<sup>4</sup> *Id.* at 13.

<sup>5</sup> *Id.* at 18.

<sup>6</sup> *Id.* at 20.

<sup>7</sup> *Id.* at 23.

On August 31, 2010, the GSIS issued a Statement of Account indicating the arrearages of the complainant in the amount of ₱1,497,331.50.<sup>8</sup>

On January 28, 2011, complainant executed an Affidavit of Waiver<sup>9</sup> through which he relinquished his rights over the subject house and lot in favor of respondent.

On September 6, 2014, the GSIS issued a Reconciliation Notice<sup>10</sup> requesting complainant to settle his arrears amounting to ₱1,497,331.50 to avoid further accumulation of interests and surcharges. The GSIS informed complainant that his last payment of record was on November 30, 1999, in the amount of ₱5,168.72.

On November 3, 2014, the GSIS issued its Final Demand to the complainant, informing the latter that as of August 31, 2014, his unpaid obligation had reached the amount of the ₱2,980,183.80 due to his failure to pay his housing arrearages, and requiring him to immediately pay or restructure his account through the GSIS Housing Loan Restructuring and Remedial Program.

Hence, this administrative complaint alleging that due to respondent's empty promises, misrepresentations, maneuverings, and deceitful offers to assume complainant's financial obligation to GSIS and buy the property, complainant's loan ballooned to its current total, jeopardizing his retirement benefits.

In a Resolution<sup>11</sup> dated February 9, 2015, the Court directed respondent to file his Comment on the Affidavit-Complaint within ten (10) days from notice.

In his Comment<sup>12</sup> dated March 30, 2015, respondent denied having been unprofessional and less than honest with complainant in relation to the transfer of the rights and interests over the subject housing unit.

Respondent claimed that complainant asked for his assistance in handling a case filed against the latter and his live-in partner by complainant's former wife, who was allegedly harassing complainant at the subject property. He maintained that complainant asked for his help in finding another house

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<sup>8</sup> *Id.* at 26.

<sup>9</sup> *Id.* at 24.

<sup>10</sup> *Id.* at 25.

<sup>11</sup> *Id.* at 35.

<sup>12</sup> *Id.* at 37-39.

where his former wife could not bother him, and that in his genuine desire to help, he accepted the offer, but with the understanding that complainant would still continue to pay the ₱2,584.44 monthly amortization. Respondent further claimed that in 2004, complainant belatedly informed him of the arrearages on his loan amortization with the GSIS and asked for his help to settle his obligation. He denied having received any notice either from the GSIS or the complainant regarding the said loan account or the request to vacate and surrender the property.

In a Resolution<sup>13</sup> dated August 12, 2015, the Court referred the case to the Integrated Bar of the Philippines (*IBP*) for investigation, report, and recommendation.

In his Report and Recommendation, Commissioner Eduardo R. Robles of the IBP Commission on Bar Discipline found respondent's conduct in its entirety violative of Rule 1.01<sup>14</sup> of the Code of Professional Responsibility and recommended that he be reprimanded.

In a Resolution<sup>15</sup> dated November 28, 2017, the IBP Board of Governors adopted the findings of fact and recommendation of Commissioner Robles, with modification to increase the recommended penalty of reprimand to suspension from the practice of law for six (6) months. It also directed the IBP Commission on Bar Discipline to prepare an extended resolution explaining the Board of Governor's action.

In an Extended Resolution<sup>16</sup> dated September 7, 2018, Commissioner Jose Villanueva Cabrera expounded on the increase of penalty from reprimand to suspension from the practice of law for six (6) months sought by the IBP Board of Governors. He found the penalty of reprimand as recommended by the Investigating Commissioner too light, given that respondent's dishonesty in his private dealings with complainant had been clearly proven. Commissioner Cabrera maintained that the denial by respondent of the Deed of Transfer of Rights by claiming that he was merely assisting the complainant in the case filed by the latter's former wife clearly shows respondent had deceitfully evaded his civil obligations in assuming complainant's obligations with the GSIS. Commissioner Cabrera observed that respondent had been profiting from the property of complainant by leasing the same and collecting the fruits thereof while at the same time willfully refusing to comply with the obligations he voluntarily assumed when he and complainant executed the Deed of Transfer of Rights. As such, respondent violated the basic tenets of honesty and good faith and violated his oath as a lawyer to do justice to every man.

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<sup>13</sup> *Id.* at 40.

<sup>14</sup> "RULE 1.01 A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct."

<sup>15</sup> *Rollo*, p. 191.

<sup>16</sup> *Id.* at 177-190.

After a thorough review of the records, the Court adopts with modifications the findings and recommendations of the IBP Board of Governors with respect to respondent's violation of Rule 1.01 of the Code of Professional Responsibility. The Court, however, finds the recommended penalty of six-month suspension from the practice of law too lenient. Given the circumstances, respondent Atty. Glicerio A. Sampana deserves the ultimate penalty of disbarment.

Rule 1.01 of the Code of Professional Responsibility states that "[a] lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct." As such, membership in the legal profession is a privilege that is bestowed upon individuals who are not only learned in law, but are also known to possess good moral character.<sup>17</sup> Lawyers must conduct themselves beyond reproach at all times, whether they are dealing with their clients or the public at large, and a violation of the high moral standards of the legal profession justifies the imposition of the appropriate penalty, including suspension and disbarment.<sup>18</sup> Thus, while the Court has emphasized that the power to disbar is always exercised with great caution and only for the most imperative reasons or cases of clear misconduct affecting the standing and moral character of the lawyer as an officer of the court and member of the Bar, it has, likewise, underscored the fact that any transgression, whether professional or non-professional, indicating unfitness for the profession justifies disciplinary action, as in the case of the respondent.

Section 27, Rule 138 of the Rules of Court provides that a member of the Bar may be disbarred or suspended from his office as attorney by the Supreme Court for any deceit, malpractice, or other gross misconduct in such office. Gross misconduct has been defined as any inexcusable, shameful or flagrantly unlawful conduct on the part of the person involved in the administration of justice, conduct that is prejudicial to the rights of the parties, or to the right determination of the cause.<sup>19</sup>

In the present case, respondent and complainant entered into a Deed of Transfer of Right over complainant's house and lot wherein he obligated himself to assume the remaining financial obligations of the complainant to the GSIS. Notwithstanding their agreement, and in spite of complainant's repeated reminders and requests, respondent reneged on his obligation and failed to settle the remaining programmed installments in favor of GSIS, eventually leading to the rescission of the Deed of Transfer of Right and massive financial liabilities on the part of the complainant.

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<sup>17</sup> *Franco B. Gonzales v. Atty. Danilo B. Bañares*, A.C. No. 11396, June 20, 2018.

<sup>18</sup> *Manuel Valin, et al. v. Atty. Rolando T. Ruiz*, A.C. No. 10564, November 7, 2017.


<sup>19</sup> *Buehs v. Atty. Bacatan*, 609 Phil. 1, 12 (2009).

In his attempts to evade liability, respondent offered the defense of general denial as to the factual nature of his agreement with complainant. Respondent averred that he accepted complainant's offer to transfer the rights of the housing unit to him in his desire to help the latter, who was in need of money and was looking for another house to move in, but with the understanding that it was complainant himself who would still continue to pay the ₱2,584.44 monthly amortization on the property. The Court finds this claim completely absurd, as complainant chose to transfer his rights over the property for the exact reason that he was experiencing financial difficulties. Had complainant been capable of paying the scheduled monthly amortizations, there would have been no reason for him to transfer the rights over the property to the respondent.

Respondent likewise maintained that his alleged failure to pay the monthly amortizations were due to honest inadvertence and unintentional oversight. He denied having received any notice from the GSIS or complainant as regards the GSIS loan account he assumed and blamed the complainant for not having sent the notices of non-payment and surrender of the subject property to his alleged residence address. Worst, respondent even had the audacity to ask why it took complainant another six years to file the instant administrative complaint when, according to him, all that he could have done was simply surrender the housing unit to the complainant or to the GSIS.

The bare denials and self-serving statements of respondent crumble in the face of the evidence presented by the complainant. The records support the observation of Commissioner Cabrera that respondent has been benefitting from the property by leasing the same and collecting rent from the tenants, at the expense of the complainant. Thus, the Court finds that respondent committed gross misconduct for his willful and obstinate refusal to fulfill the obligations which he voluntarily assumed when he entered into the Deed of Transfer of Right with complainant.

This is not respondent's first infraction as a member of the Bar. In *Lising v. Sampana*,<sup>20</sup> respondent was found to have committed an unethical and illegal act relative to his double sale of a parcel of land, in violation of Canon 1 of the *Code of Professional Responsibility*. He was suspended from the practice of law for one (1) year, with a warning that a repetition of a similar act shall be dealt with more severely.

Less than a year later, in *Nery v. Sampana*,<sup>21</sup> respondent was again penalized by the Court when he, despite having received a "one package fee" 

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<sup>20</sup> A.C. No. 7958, March 3, 2014 (Minute Resolution).

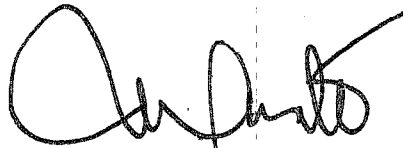
<sup>21</sup> 742 Phil. 531 (2014).

from a client for an annulment case and an adoption case, was found to have failed to file the petition for adoption and misinformed his client about the status of the petition. He even kept the money given him, in violation of the mandate of the Code of Professional Responsibility to deliver the client's funds upon demand. He was then suspended from the practice of law for three (3) years, with a stern warning that a repetition of a similar act shall be dealt with more severely.


Considering his previous infractions, respondent should have adhered to the tenets of his profession with exceptional vigilance. He did not. On the contrary, his recent transgression is indicative of his propensity to commit unethical and improper acts that diminish the public's trust and confidence in lawyers in general. Respondent proved himself undeserving of membership in the Philippine Bar. His disbarment is consequently warranted.

**WHEREFORE**, respondent Glicerio A. Sampana is found **GUILTY** of gross misconduct and is hereby **DISBARRED** from the practice of law. Let respondent's name be stricken off from the Roll of Attorneys immediately. Furnish the Bar Confidant, the Integrated Bar of the Philippines and all courts throughout the country with copies of this Decision.


**SO ORDERED.**



**DIOSDADO M. PERALTA**  
Chief Justice




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



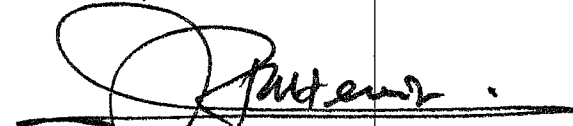
**MARVIC M. V. LEONEN**  
Associate Justice



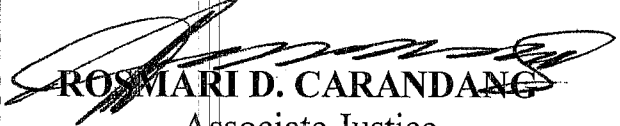
**ALFREDO BENJAMIN S. CAGUIOA**  
Associate Justice



**ALEXANDER G. GESMUNDO**  
Associate Justice




**RAMON PAUL L. HERNANDO**  
Associate Justice




**ROSMARI D. CARANDANG**  
Associate Justice

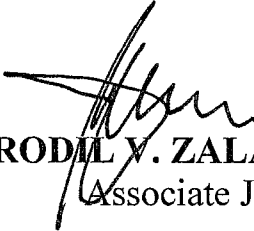




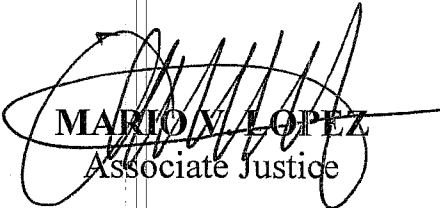
**AMY C. LAZARO-JAVIER**  
Associate Justice




**HENRI JEAN PAUL B. INTING**  
Associate Justice




**RODIL V. ZALAMEDA**  
Associate Justice



**MARION LOPEZ**  
Associate Justice



**EDGARDO L. DELOS SANTOS**  
Associate Justice



**SAMUEL H. GAERLAN**  
Associate Justice

On leave  
**PRISCILLA J. BALTAZAR-PADILLA**  
Associate Justice