



Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

POTENCIANO R. MALVAR,
Complainant,

A.C. No. 11871
[Formerly CBD Case No. 154520]

Present:

- versus -

CARPIO,* J., Chairperson,
PERALTA,
PERLAS-BERNABE,
CAGUIOA, and
REYES, JR., JJ.

ATTY. FREDDIE B. FEIR,
Respondent.

Promulgated:

05 MAR 2018

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DECISION

PERALTA, J.:

This is a Petition for Disbarment filed by petitioner Potenciano R. Malvar against Atty. Freddie B. Feir for violation of Canon 19, Rule 19.01 of the Code of Professional Responsibility and the Lawyer's Oath.¹

The antecedent facts are as follows:

On February 13, 2015, petitioner Potenciano R. Malvar filed a complaint for disbarment against respondent Atty. Freddie B. Feir alleging that on December 17, 2014 and January 22, 2015, he received threatening letters from Feir stating that should he fail to pay the sum of ₱18,000,000.00 to his client, Rogelio M. Amurao, a criminal complaint for Falsification of Public Documents and Estafa, a civil complaint for Annulment of Transfer Certificate of Title, and an administrative complaint for the revocation of his

* Acting Chief Justice per Special Order No. 2539 dated February 28, 2018.
¹ Rollo, pp. 2-3.

license as a physician would be filed against him.² According to Malvar, Feir's demands were tantamount to blackmail or extortion due to the fact that Feir tried to obtain something of value by means of threats of filing complaints.³ Said acts are in violation of the Lawyer's Oath which provides that: "I will do no falsehood, nor consent to the doing of any in court; I will not wittingly or willingly promote or sue any groundless, false or unlawful suit, or give aid nor consent to the same."⁴ In support of his complaint, Malvar submitted the following affidavits executed by: (1) his staff stating that said staff witnessed Amurao deliver to the office a Deed of Absolute Sale signed by Amurao, Noemi Amurao, Teodorico Toribio, and Fatima Toribio;⁵ and (2) Amurao himself stating that he is one of the sellers indicated in the Deed of Absolute Sale, that the signature appearing thereon is his, and that he personally witnessed Noemi Amurao, Teodorico Toribio, and Fatima Toribio sign said document.⁶

For his part, Feir countered that the said letters merely demanded Malvar to explain how certain parcels of land Malvar was purchasing from his client, Amurao, were already registered in Malvar's name when Amurao had never executed a Deed of Absolute Sale transferring the same. Feir narrated that sometime in 2008, Amurao was tasked by his co-owners, spouses Teodorico Toribio and Fatima Toribio, to sell their properties consisting of three (3) parcels of land located in Antipolo City for ₱21,200,000.00. The buyer of said properties was Malvar, who initially paid the sum of ₱3,200,000.00 with a promise to pay the remainder of the purchase price after verification of the authenticity of the owner's title to the properties. For this purpose, Malvar borrowed the original copies of said titles from Amurao. Malvar, however, failed to return the same despite several demands. To his surprise, Amurao later on learned that the subject properties were already transferred in Malvar's name despite the fact that he never executed the necessary Deed of Absolute Sale nor received the balance of the purchase price. Upon further verification, Amurao discovered that there exists a Deed of Absolute Sale covering the sale of the subject properties in favor of Malvar exhibiting not only the signatures of Amurao and Teodorico but also the signature of Fatima, who had long been dead.⁷ But when asked, Malvar could not proffer any explanation as to the existence of the suspicious Deed of Absolute Sale or the fact that the subject properties were already in his name. It is for this reason that Amurao consulted Feir on his legal remedies as regards his recovery of the subject properties and/or collection of the remaining balance of the purchase price. Clearly, therefore, Malvar's complaint seeking his disbarment appears only to harass and intimidate Feir. The threat to sue Malvar based on the facts

² *Rollo*, p. 108.

³ *Id.* at 109.

⁴ *Id.* at 2.

⁵ *Id.* at 8.

⁶ *Id.* at 9.

⁷ *Id.* at 110.

presented to Feir as a lawyer was not groundless as Amurao stands to lose his property while Malvar enriches himself at Amurao's expense.⁸ Interestingly, moreover, it was pointed out that the purported Affidavit executed by Amurao must be a forgery in view of the fact that he never executed any such document and that his supposed Senior Citizen Identification Number indicated in the Acknowledgment thereof was left blank.⁹

After a careful review and evaluation of the case, the Commission on Bar Discipline of the Integrated Bar of the Philippines (*IBP*) recommended the dismissal of the complaint against Feir for lack of merit on February 23, 2016.¹⁰ On November 5, 2016, the IBP Board of Governors passed a Resolution¹¹ adopting and approving the recommended dismissal of the complaint, thus:

RESOLVED to ADOPT the findings of fact and recommendation of the Investigating Commissioner dismissing the complaint.

The Court's Ruling

The Court finds no cogent reason to depart from the findings and recommendations of the IBP.

An attorney may be disbarred or suspended for any violation of his oath or of his duties as an attorney and counselor, which include statutory grounds enumerated in Section 27,¹² Rule 138 of the Rules of Court.¹³

Canon 19 of the Code of Professional Responsibility provides that "a lawyer shall represent his client with zeal within the bounds of the law." Moreover, Rule 19.01 thereof states that "a lawyer shall employ only fair and honest means to attain the lawful objectives of his client and shall not present, participate in presenting or threaten to present unfounded criminal

⁸ *Id.* at 12.

⁹ *Id.* at 17.

¹⁰ Report and Recommendation submitted by Commissioner Suzette A. Mamon, dated February 23, 2016; *id.* at 108-113.

¹¹ *Rollo*, pp. 106-107.

¹² Section 27 of Rule 138 of the Rules of Court provides:

Section 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 wilful 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. The practice of soliciting cases at law for the purpose of gain, either personally or through paid agents or brokers, constitutes malpractice.

¹³ *Atty. Alcantara v. Atty. De Vera*, 650 Phil. 214, 221 (2010).




charges to obtain an improper advantage in any case or proceeding.” Under this Rule, a lawyer should not file or threaten to file any unfounded or baseless criminal case or cases against the adversaries of his client designed to secure a leverage to compel the adversaries to yield or withdraw their own cases against the lawyer's client.¹⁴

In the instant case, Malvar claims that Feir sent him the demand letters in order to interpose threats that should he fail to pay the sum of ₱18,000,000.00, Feir will file criminal, civil, and administrative complaints which were, in truth, unfounded for being based neither on valid nor relevant facts and law. Such demands, according to Malvar, are tantamount to blackmail or extortion.

The Court, however, does not find merit in Malvar’s contention. Blackmail is defined as "the extortion of money from a person by threats of accusation or exposure or opposition in the public prints, x x x obtaining of value from a person as a condition of refraining from making an accusation against him, or disclosing some secret calculated to operate to his prejudice." In common parlance and in general acceptance, it is equivalent to and synonymous with extortion, the exaction of money either for the performance of a duty, the prevention of an injury, or the exercise of an influence. Not infrequently, it is extorted by threats, or by operating on the fears or the credulity, or by promises to conceal or offers to expose the weaknesses, the follies, or the crime of the victim.¹⁵

In the instant case, it is undisputed that Malvar is the buyer of the properties subject herein and that Amurao, Feir’s client, is one of the owners of the same. It is also undisputed that said subject properties are already registered under Malvar’s name. But according to Amurao, he has yet to receive the remaining balance of its purchase price. To the Court, this fact alone is enough reason for Amurao to seek the legal advice of Feir and for Feir to send the demand letters to Malvar. As the IBP held, these demand letters were based on a legitimate cause or issue, which is the alleged failure of Malvar to pay the full amount of the consideration in the sale transaction as well as the alleged falsified Deed of Sale used to transfer ownership over the lots subject of the instant case.¹⁶ Whether the Deed of Sale used in transferring the properties in the name of Malvar was, indeed, forged and falsified is another matter for as far as the instant complaint for disbarment is concerned, Feir was simply acting in compliance with his lawyer’s oath to protect and preserve the rights of his client.



¹⁴ *Pena v. Atty. Aparicio*, 552 Phil. 512, 523 (2007).

¹⁵ *Id.* at 524.


¹⁶ *Rollo*, p. 112.

It bears stressing, moreover, that the monetary consideration Feir was demanding from Malvar in the amount of ₱18,000,000.00 cannot be considered as the subject of blackmail or extortion. Feir's demand for said amount is not an exaction of money for the exercise of an influence but is actually a legitimate claim for the remaining balance subject of a legitimate sale transaction. Contrary to Malvar's claims, there is nothing in the demand letters to show that the same was maliciously made with intent to extort money from him since it was based on a valid and justifiable cause. Indeed, the writing of demand letters is a standard practice and tradition in this jurisdiction. It is usually done by a lawyer pursuant to the principal-agent relationship that he has with his client, the principal. Thus, in the performance of his role as agent, the lawyer may be tasked to enforce his client's claim and to take all the steps necessary to collect it, such as writing a letter of demand requiring payment within a specified period.¹⁷

In the absence, therefore, of any evidence preponderant to prove that Feir committed acts constituting grounds for disbarment, such as the violation of Canon 19, Rule 19.01 of the Code of Professional Responsibility and the Lawyer's Oath, Malvar's claims must necessarily fail.

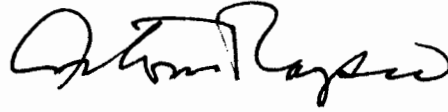
WHEREFORE, PREMISES CONSIDERED, the Court **DISMISSES** the Petition for Disbarment against Atty. Freddie Feir for utter lack of merit.

SO ORDERED.


DIOSDADO M. PERALTA
Associate Justice


¹⁷ *Pena v. Atty. Lolito G. Aparicio, supra* note 14, at 525.

WE CONCUR:

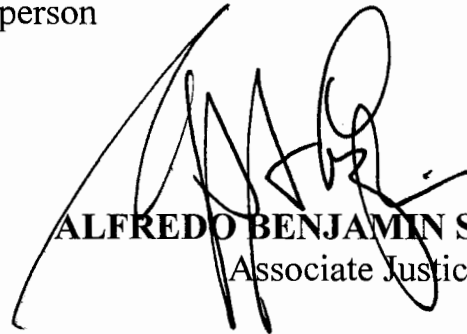


ANTONIO T. CARPIO


Acting Chief Justice
Chairperson



ESTELA M. PERLAS-BERNABE
Associate Justice



ALFREDO BENJAMIN S. CAGUIOA
Associate Justice



ANDRES B. REYES, JR.
Associate Justice