



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Third Division, issued a Resolution dated **December 2, 2020**, which reads as follows:*

A.C. No. 11962 [Formerly CBD Case No. 13-3918] (*Dr. Reyge Toh-Li Y. Lim v. Atty. Ma. Nympha C. Mandagan*). — Before the Court is a Petition for Review¹ under Rule 45 of the Rules of Court filed by Dr. Reyge Toh-Li Y. Lim (Dr. Lim) assailing Resolution No. XXII-2016-325² of the Board of Governors of the Integrated Bar of the Philippines (IBP) which dismissed the complaint for Disbarment against Atty. Ma. Nympha C. Mandagan (Atty. Mandagan) in CBD Case No. 13-3918.

Facts

On October 11, 2003, Dr. Lim and Atty. Mandagan signed a “Contract of Loan,”³ stating that Dr. Lim gave Atty. Mandagan the amount of ₱110,000.00 as loan. On November 20, 2012, Dr. Lim sent a Final Account Demand Letter⁴ to Atty. Mandagan through courier, which was received by one Nida Corpuz at 2-C Rosa Alvero St., Loyola Heights, Quezon City.⁵ Despite demand, Atty. Mandagan did not pay Dr. Lim.

On November 26, 2012, Dr. Lim filed a criminal case for Estafa against Atty. Mandagan with the Office of the Tagaytay City Prosecutor (OCP Tagaytay).⁶ The case was docketed as NPS Docket No. IV-03-INV-12-K-4859 and entitled “*Dr. Reyge Toh-Li Y. Lim v. Atty. Ma. Nympha Mandagan*.”⁷ During the proceedings before the OCP Tagaytay, Atty.

¹ *Rollo*, pp. 163-177.

² *Id.* at 148-149.

³ *Id.* at 5.

⁴ *Id.* at 6.

⁵ *Id.* at 7.

⁶ Complainant filed the Complaint for Estafa against respondent in the Office of the Provincial Prosecutor of Imus, Cavite, as mentioned in some parts of the *rollo*.

⁷ See *rollo*, p. 150.

Mandagan filed a Counter-Affidavit⁸ dated January 18, 2013 and Rejoinder⁹ dated February 15, 2013 which similarly argued that: (a) she did not secure a loan from Dr. Lim; (b) she did not receive a demand letter from Dr. Lim; (c) she is not a resident of 2-C Rosa Alvero St., Loyola Heights, Quezon City; (d) she was a resident of Apartment C, 11-Rosa Alvero St., Loyola Heights, Quezon City; and (e) the contract of loan was entered into between Dr. Lim and Atty. Mandagan's former employee. The original complaint was dismissed by the OCP Tagaytay in its Resolution¹⁰ dated March 4, 2013, after finding that Atty. Mandagan's liability is civil in nature.

On February 8, 2013, Dr. Lim filed a Collection of Sum of Money case against Atty. Mandagan with the Municipal Trial Court of Zamboanga City, Branch 3. The case was docketed as Civil Case No. SCC-844-13 and entitled "*Dr. Reyge Toh-Li Y. Lim v. Atty. Ma. Nympha Mandagan.*" Summons was issued by the court against Atty. Mandagan, but it was unserved as Atty. Mandagan no longer resided in the address specified in the summons.¹¹

Dr. Lim remained unpaid of Atty. Mandagan's loan, hence, on August 28, 2013, the former filed a Complaint¹² for disbarment against Atty. Mandagan before the IBP-Commission on Bar Discipline (CBD).

In its Order dated September 3, 2013 the IBP-CBD directed Atty. Mandagan to comment on the Complaint. In her Verified Answer¹³ dated October 3, 2013, Atty. Mandagan denied borrowing money from Dr. Lim. Instead, Atty. Mandagan insisted that it was Dr. Lim who owed her money, as part of her attorney's fees.¹⁴

In his Reply dated November 7, 2013, Dr. Lim argued that the best evidence of Atty. Mandagan's signature on the Contract of Loan is the document itself. He also noted that several attempts to serve the summons upon Atty. Mandagan in 11-C Rosa Alvero St., Loyola Heights, Quezon City proved futile as she supposedly left the premises. Nevertheless, the Verification/Certification attached to the Verified Answer, signed by Atty. Mandagan, still reflected the same address.¹⁵

Since the parties agreed to waive the mandatory conference proceedings, the IBP-CBD, in its Order dated February 27, 2014, terminated the mandatory conference and directed the parties to file their respective position papers on or before March 28, 2014.¹⁶

⁸ Id. at 34-35.

⁹ Id. at 81-82.

¹⁰ Id. at 88.

¹¹ Id. at 122.

¹² Id. at 2-3.

¹³ Id. at 114-118.

¹⁴ Id. at 152.

¹⁵ Id.

¹⁶ Id.

The IBP-CBD received Dr. Lim's Position Paper dated March 17, 2014, while Atty. Mandagan did not file her Position Paper.¹⁷

IBP Report and Recommendation

In a Report and Recommendation¹⁸ dated April 7, 2014, IBP Investigating Commissioner Erwin A. Aguilera (Investigating Commissioner) recommended the dismissal of the case against Atty. Mandagan after finding that Dr. Lim's "act of filing series of cases appears to be an act of revenge and hate driven by anger and frustration against his former counsel[.]"¹⁹

In its Resolution No. XXI-2014-822²⁰ dated October 11, 2014, the IBP Board of Governors reversed and set aside the Investigating Commissioner's Report and Recommendation and instead, recommended Atty. Mandagan's suspension from the practice of law for one (1) month.

On May 7, 2015, Atty. Mandagan filed her Motion for Reconsideration,²¹ reiterating the supposed absence of a loan between Dr. Lim and herself. Atty. Mandagan also alleged that the IBP is not the proper forum for Dr. Lim to collect the amount supposedly due him. She also insisted that the loan was between Dr. Lim and her former employee and presented as evidence handwritten notes of her former employee regarding the supposed loan to Dr. Lim. Atty. Mandagan also attached the OCP Tagaytay's Resolution dismissing the criminal complaint for Estafa filed against her.

In his "Comment of the Respondent Motion for Reconsideration (With Motion to Prolong 1-Year Period of Suspension)"²² dated June 30, 2015, Dr. Lim alleged that the administrative complaint against Atty. Mandagan was for gross misconduct and grossly immoral conduct, and not for the collection of the loan. He also pointed out the following: (a) Atty. Mandagan's declared address before the IBP-CBD is 11-C Rosa Alvero St., Loyola Heights, Quezon City, which contradicts her earlier allegation before the OCP Tagaytay that she vacated said address already; and (b) Atty. Mandagan's signatures in her Counter-Affidavit and Rejoinder with the OCP Tagaytay, as well as the letters she sent, are similar with the signature appearing on the Contract of Loan. He also stated that if the Contract of Loan is between Dr. Lim and the former employee of Atty. Mandagan, then the signature above the Borrower/Debtor should be in the name of the former employee. Thus, it is clear that the Contract of Loan was signed by Atty. Mandagan as a Borrower/Debtor.

¹⁷ Id.

¹⁸ Id. at 71-76.

¹⁹ Id. at 74.

²⁰ Id. at 70.

²¹ Id. at 77-80.

²² Id. at 103-112.

In its Resolution No. XXII-2016-325²³ dated May 28, 2016, the IBP Board of Governors granted the Motion for Reconsideration and recommended the dismissal of the complaint against Atty. Mandagan for lack of evidence.

On February 24, 2017, an Extended Resolution²⁴ was issued, explaining the Board of Governor's action.

On June 29, 2017, a Petition for Review²⁵ was filed by Dr. Lim arguing that Atty. Mandagan should be held liable for Grave Misconduct for committing dishonesty in her professional capacity and violating Rule 7.03, Canon 7 of the Code of Professional Responsibility.

Our Ruling

The Court agrees with Resolution No. XXII-2016-325 of the IBP Board of Governors and its Extended Resolution.

Prefatorily, it must be stressed that in administrative cases against lawyers, the only issue to be decided by the Court is whether the attorney is still deserving to enjoy the privileges as such.²⁶ The Court, in the exercise of its disciplinary powers, calls upon every member of the Bar to account for his or her actuations as an officer of the Court with the end in view of preserving the purity of the legal profession and the proper and honest administration of justice by purging the profession of members, who, by their misconduct, have proven themselves no longer worthy to be entrusted with the duties and responsibilities pertaining to the office of an attorney.²⁷

In the instant petition, Dr. Lim argues that the basis of his disbarment complaint against Atty. Mandagan is not the collection of sum of money, but Grave Misconduct in her professional capacity for committing dishonesty through lying under oath in her Counter-Affidavit and Rejoinder submitted to the investigating prosecutor of Tagaytay City, as well as in her Verified Answer submitted to the IBP-CBD.²⁸

In administrative cases against lawyers, the burden of proof lies on the party making the allegation. In a disbarment complaint, the allegations of the complainant must be proven with substantial evidence.²⁹

In *Atty. Aguirre v. Atty. Reyes*,³⁰ the Court explained the quantum of evidence required in disbarment suits. To wit:

²³ Id. at 148-149.

²⁴ Id. at 150-154.

²⁵ Id. at 163-177.

²⁶ *Fortune Medicare, Inc. v. Lee*, A.C. No. 9833, March 19, 2019.

²⁷ *Espanto v. Atty. Belleza*, 826 Phil. 412, 418-419 (2018).

²⁸ *Rollo*, p. 165.

²⁹ *Buntag v. Atty. Toledo*, A.C. No. 12125, February 11, 2019.

³⁰ A.C. No. 4355, January 8, 2020.

In administrative proceedings, such as disbarment, the quantum of proof necessary for a finding of guilt is substantial evidence, *i.e.*, that amount of relevant evidence that a reasonable mind might accept as adequate to support a conclusion. Complainants have the burden of proving by substantial evidence the allegations in their complaints. The basic rule is that mere allegation is not evidence and is not equivalent to proof. Charges based on mere suspicion and speculation likewise cannot be given credence.

Every person has the right to be presumed innocent until the contrary is proved. Considering the gravity of the consequences of the disbarment or suspension of a lawyer, the Court has consistently ruled that a lawyer enjoys the presumption of innocence, and the burden of proof rests upon the complainant to satisfactorily prove the allegations in his/her complaint through substantial evidence.³¹

A review of the records of the case would show that petitioner Dr. Lim seriously failed to discharge said burden of proof. As correctly observed by the IBP, Dr. Lim “failed to prove the authenticity and the existence of the loan.”³² Moreover, he failed to present any evidence to adequately support his claim against Atty. Mandagan that she is dishonest for lying under oath and/or fabricating records and statements.

Considering the serious consequence of the disbarment or suspension of a member of the Bar, the Court will not penalize lawyers unless it is unmistakably shown that they are unfit to continue being a member of the Bar.³³ In *Buntag v. Atty. Toledo*,³⁴ the Court reiterated the ruling in *Advincula v. Atty. Macabata*:³⁵

As a basic rule in evidence, the burden of proof lies on the party who makes the allegations — *ei incumbit probatio, qui decit, non qui negat; cum per rerum naturam factum negantis probatio nulla sit*. In the case at bar, complainant miserably failed to comply with the burden of proof required of her. A mere charge or allegation of wrongdoing does not suffice. Accusation is not synonymous with guilt.

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The power to disbar or suspend ought always to be exercised on the preservative and not on the vindictive principle, with great caution and only for the most weighty reasons and only on clear cases of misconduct which seriously affect the standing and character of the lawyer as an officer of the court and member of the Bar. Only those acts which cause loss of moral character should merit disbarment or suspension, while those acts which neither affect nor erode the moral character of the lawyer should only justify a lesser sanction unless they are of such nature and to such extent as to clearly show the lawyer's unfitness to continue in the

³¹ *Spouses Nocuencia v. Atty. Bensi*, A.C. No. 12609, February 10, 2020.

³² *Rollo*, p. 154.

³³ See *Fajardo v. Atty. Alvarez*, 785 Phil. 303, 323 (2016).

³⁴ *Supra* note 29.

³⁵ 546 Phil. 431, 446-448 (2007).

practice of law. The dubious character of the act charged as well as the motivation which induced the lawyer to commit it must be clearly demonstrated before suspension or disbarment is meted out. The mitigating or aggravating circumstances that attended the commission of the offense should also be considered.

In the case at bar, Dr. Lim failed to present a case that would compel the Court to exercise its disciplinary power. While courts will not hesitate to mete out proper disciplinary punishment upon lawyers who fail to live up to their sworn duties, they will, on the other hand, protect them from the unjust accusations of dissatisfied litigants.³⁶

Anent the issue surrounding the existence of the alleged contract of loan entered into by the parties, the Court reiterates that it is not concerned with the erring lawyer's civil liability for money received from his or her client in a transaction separate, distinct, and not intrinsically linked to his or her professional engagement. Assuming *arguendo* that Atty. Mandagan indeed borrowed money from Dr. Lim as personal loan, the Court cannot order her to return the money borrowed from Dr. Lim in her private capacity.³⁷ Dr. Lim may instead file a separate civil case against Atty. Mandagan for this purpose.

In *Foster v. Atty. Agtang*,³⁸ the Court held that it cannot order the lawyer to return money to complainant if he or she acted in a private capacity because its findings in administrative cases have no bearing on liabilities which have no intrinsic link to the lawyer's professional engagement. In disciplinary proceedings against lawyers, the only issue is whether the officer of the court is still fit to be allowed to continue as a member of the Bar. The only concern of the Court is the determination of respondent's administrative liability. Its findings have no material bearing on other judicial actions which the parties may choose against each other.

Thus, the disbarment is unwarranted. Dr. Lim failed to discharge the burden of proving that Atty. Mandagan indeed committed deceit, fraud or misconduct in violation of Rule 7.03, Canon 7 of the Code of Professional Responsibility.

WHEREFORE, finding Resolution No. XXII-2016-325 of the Board of Governors of the Integrated Bar of the Philippines to be fully supported by evidence on record and applicable laws, the Court resolves to **DISMISS** the case against Atty. Ma. Nympha C. Mandagan and considers the case as **CLOSED** and **TERMINATED**.

³⁶ *Goopio v. Atty. Maglalang*, A.C. No. 10555, July 31, 2018.

³⁷ *HDI Holdings Philippines, Inc. v. Cruz*, A.C. No. 11724, July 31, 2018.

³⁸ 749 Phil. 576, 596 (2014).

SO ORDERED.

By authority of the Court:

Mis-DCBatt
MISAELO DOMINGO C. BATTUNG III
Division Clerk of Court ^{8/26}/_{5/21}

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or

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