Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

BABE MAE VILLAFUERTE, Complainant, - versus - **ATTY. CEZAR R. TAJANLANGIT,** Respondent.	**A.C. No. 7619** Present: CAGUIOA, *J.*, *Chairperson*, GAERLAN, ROSARIO,* DIMAAMPAO,** and SINGH, *JJ.* Promulgated: December 6, 2023

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DECISION

GAERLAN, *J.*:

Before the Court is a Complaint[1] dated September 1, 2007 filed by complainant Babe Mae Villafuerte (Villafuerte) against respondent Atty. Cezar R. Tajanlangit (Atty. Tajanlangit), praying that the latter be disbarred for violation of the Code of Professional Responsibility (CPR).

The Facts

In the Complaint, Villafuerte alleged that sometime in July 2006, Atty. Tajanlangit reached out to her in her residence in San Fernando, Cebu and informed her that she is the recipient of some benefits in connection with the death of her former live-in partner, Christopher Lee Hoaskins, a United States military service member. Having been acquainted with Atty.

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* Designated additional Member per Raffle dated November 28, 2023.
** On official leave.
1 *Rollo*, pp. 2–5.

Tajanlangit, Villafuerte made the latter her personal guide in Manila to facilitate the transactions required for her to receive the death benefits.[2]

Moreover, Villafuerte narrated that upon receiving the death benefits, she made a withdrawal in the amount of PHP 1,200,000.00 and gave it to Atty. Tajanlangit as a form of gratitude and payment for the services he rendered. Nevertheless, Atty. Tajanlangit asked to borrow an additional amount of PHP 800,000.00, which he promised to pay within one week.[3]

After the lapse of more than one year, Atty. Tajanlangit still refused to pay the borrowed amount, and he, likewise, failed to return Villafuerte's passport and other documents. Thus, Villafuerte was constrained to file an administrative case against Atty. Tajanlangit, praying, among others, that he be disbarred, and that he be ordered to pay moral and exemplary damages on top of the borrowed amount of PHP 800,000.00.[4]

On February 21, 2011, Atty. Tajanlangit filed his Comment,[5] where he narrated a different version of events.

According to Atty. Tajanlangit, he assisted Villafuerte in pursuing her claim and even lent her funds for the documents, trips to Manila, and other expenses she incurred in relation thereto. After the claim was processed, he returned Villafuerte's passport and other documents.[6]

Atty. Tajanlangit, likewise, alleged that after some time, he experienced financial difficulties and was compelled to borrow money from Villafuerte in the amount of PHP 300,000.00. Notably, the PHP 300,000.00 was allotted for the construction of Villafuerte's house, and thus, it was agreed that the loan would be paid in installments and when the money is needed during the construction of the house. It was, likewise, agreed that Atty. Tajanlangit would make payments on behalf of Villafuerte in favor of the suppliers of the materials and furniture for the construction of the house.[7]

Since the construction of the house was to be overseen by Villafuerte's aunt, Leonila Villagracia (Villagracia), the latter wrote a letter[8] to Atty. Tajanlangit, stating that there are payables in relation to the

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2 *Id.* at 2.
3 *Id.* at 3.
4 *Id.*
5 *Id.* at 52–61.
6 *Id.* at 53.
7 *Id.* at 54.
8 *Id.* at 62.

construction of the house, and asking Atty. Tajanlangit to settle the same, to wit:

> April 28, 2006
>
> Dear Atty. Tajanlangit,
>
> This is to remind you of the cash advance/loan that you have obtain [sic] from Babe Mae Villafuerte with my prior approval in the amount of ₱300,000.00.
>
> Presently, I have several payables or obligations incurred while in the process of constructing the house of Babe Mae.
>
> I hope that you can settle the above stated obligation even on installment basis as soon as possible.
>
> Thank you and in behalf of Babe Mae Villafuerte.
>
> Truly yours,
> [signed]
> LEONILA VILLAGRACIA[9]

In compliance with the letter, Atty. Tajanlangit made several payments to suppliers in the total amount of PHP 208,000.00. Apart from this, Atty. Tajanlangit also made payments directly to Villagracia, who was handling the funds for the construction of the house, in the amount of PHP 40,000.00, and to Villafuerte, in the amount of PHP 51,000.00.[10] All these payments are evidenced by deposit slips, checks, cash payment vouchers, and acknowledgement receipts.[11]

On November 8, 2007, Atty. Tajanlangit was surprised when he received a copy of Villafuerte's Complaint, considering that he had been making payments from 2006 to 2007. Notably, at the time the Complaint was filed, Atty. Tajanlangit had already paid PHP 266,750.00, and at the time he received a copy of the same, his debt was almost fully paid, with a remaining balance of only PHP 1,000.00. Further, despite Villafuerte's filing of the Complaint against him, Atty. Tajanlangit still continued to pay the remaining balance.[12]

Given these set of facts, Atty. Tajanlangit argued that there is no cause to hold him administratively liable as Villafuerte failed to discharge the burden to prove any culpability on his part. He stated that there was no dishonesty, immorality, deceit, or unlawful conduct because what is

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9 *Id.*
10 *Id.* at 54–56.
11 *Id.* at 98–173.
12 *Id.* at 57.

involved is a simple loan, which has been fully paid. Thus, Atty. Tajanlangit prayed that the administrative case against him be dismissed.[13]

On June 20, 2012, the Court issued a Resolution,[14] referring the case to the Integrated Bar of the Philippines (IBP) for investigation, report, and recommendation. Thereafter, the IBP Commission on Bar Discipline (IBP-CBD) issued a Notice of Mandatory Conference,[15] scheduling the mandatory conference on November 20, 2012.

At the date of the mandatory conference, only Atty. Tajanlangit and his counsel appeared.[16] Thus, and in order to expedite the proceedings, the IBP-CBD issued an Order,[17] requiring the parties to file their respective position papers. Atty. Tajanlangit was the only one who submitted his Position Paper,[18] arguing therein that the acquisition of a simple loan, which had already been fully paid, is not a valid ground for his disbarment.[19]

Report and Recommendation of the IBP-CBD

On September 25, 2013, the IBP-CBD issued its Report and Recommendation,[20] recommending that Atty. Tajanlangit be reprimanded for violation of Rule 16.04 of Canon 16 of the CPR, to wit:

> Under the circumstances, it is respectfully recommended that the respondent be REPRIMANDED for having violated the prohibitions contained in Rule 16.04 of Canon 16 of the Code of Professional Responsibility.
>
> RESPECTFULLY SUBMITTED.[21]

The IBP-CBD found that there exists a lawyer-client relationship between Atty. Tajanlangit and Villafuerte, and that the former violated the CPR, considering that Atty. Tajanlangit himself admitted that he borrowed money from Villafuerte.[22] The IBP-CBD noted that such act is explicitly prohibited under Rule 16.04, Canon 16 of the CPR, which provides:

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13 *Id.* at 58–61.
14 *Id.* at 75.
15 *Id.* at 77.
16 *Id.* at 80.
17 *Id.* at 81–82.
18 *Id.* at 83–86.
19 *Id.* at 90.
20 *Id.* at 184–189.
21 *Id.* at 189.
22 *Id.* at 188–189.

> Rule 16.04 – A lawyer shall not borrow money from his client unless the client's interest are fully protected by the nature of the case or by independent advice. Neither shall a lawyer lend money to a client except, when in the interest of justice, he has to advance necessary expenses in a legal matter he is handling for the client.

Nonetheless, considering that it was proven that Atty. Tajanlangit had already settled and paid all his obligations, the IBP-CBD found it fair to only impose the penalty of reprimand.[23]

Resolution of the IBP Board of Governors

On October 10, 2014, the IBP Board of Governors issued a Resolution,[24] adopting the recommendation of the IBP-CBD, but modifying the penalty to suspension from the practice of law for a period of three months, thus:

> **RESOLUTION NO. XXI-2014-722**
> **CBD Case No. 12-3555**
> **(Adm. Case No. 7619)**
> **Babe [Mae] Villafuerte vs.**
> **Atty. Cezar Rubit Tajanlangit**
>
> *RESOLVED to ADOPT and APPROVE, as it is hereby ADOPTED and APPROVED,* ***with modification****, the Report and Recommendation of the Investigating Commissioner in the above-titled case, herein made part of this Resolution as Annex "A", and for borrowing money from his client which act is in violation of Rule 16.04 of the Code of Professional Responsibility, Atty. Cezar Rubit Tajanlangit, is hereby* ***SUSPENDED from the practice of law for three (3) months.***[25] (Emphases and italics in the original)

Aggrieved by the IBP Board of Governors' Resolution, Atty. Tajanlangit filed a Motion for Reconsideration,[26] where he argued that there was no lawyer-client relationship between him and Villafuerte, and even assuming that there was, the penalty of suspension of a period of three months is excessive. However, in its Resolution[27] dated April 29, 2016, the IBP Board of Governors denied Atty. Tajanlangit's Motion for Reconsideration.

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23 *Id.* at 189.
24 *Id.* at 183.
25 *Id.*
26 *Id.* at 190–193.
27 *Id.* at 200–201.

Thereafter, the IBP-CBD transmitted to the Court the Notice of Resolution of the IBP Board of Governors, as well as all the records of the case, for its final disposition.

The Court's Ruling

The Court adopts the findings of the IBP Board of Governors, with further modification, imposing upon Atty. Tajanlangit the penalty of suspension from the practice of law for a period of six months.

As found by the IBP-CBD, there exists a lawyer-client relationship between Atty. Tajanlangit and Villafuerte. In *Burbe v. Atty. Magulta*,[28] the Court explained that once a person consults a lawyer for purposes of obtaining professional advice or assistance, a lawyer-client relationship is formed, thus:

> . . . A lawyer-client relationship was established from the very first moment complainant asked respondent for legal advice regarding the former's business. To constitute professional employment, it is not essential that the client employed the attorney professionally on any previous occasion. It is not necessary that any retainer be paid, promised, or charged; neither is it material that the attorney consulted did not afterward handle the case for which his service had been sought.
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> **If a person, in respect to business affairs or troubles of any kind, consults a lawyer with a view to obtaining professional advice or assistance, and the attorney voluntarily permits or acquiesces with the consultation, then the professional employment is established.**
>
> Likewise, a lawyer-client relationship exists notwithstanding the close personal relationship between the lawyer and the complainant or the nonpayment of the former's fees. . .[29] (Emphasis supplied; citations omitted)

Moreover, in *Zamora v. Gallanosa*,[30] the Court reiterated that a lawyer-client relationship exists once a person seeks professional advice and assistance from a lawyer, considering that rendering advice to clients, in any matter which is connected with the law, is already engaging in the practice of law:

> In this case, respondent admitted having met complainant (albeit under different circumstances as claimed by complainant), advised the latter to see her in her office so they can discuss her husband's labor case,

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28 432 Phil. 840 (2002) [Per J. Panganiban, Third Division].

29 *Id.* at 848–849.

30 883 Phil. 334 (2020) [Per J. Perlas-Bernabe, Second Division].

> and prepared the position paper for the case, all of which constitute practice of law. Case law states that the "practice of law" means any activity, in or out of court, which requires the application of law, legal procedure, knowledge, training and experience. **Thus, to engage in the practice of law is to perform acts which are usually performed by members of the legal procession requiring use of legal knowledge or skill**, and embraces, among others: *(a)* the preparation of pleadings and other papers incident to actions and special proceedings; *(b)* the management of such actions and proceedings on behalf of clients before judges and courts; and *(c)* **advising clients, and all actions taken for them in matters connected with the law, where the work done involves the determination by the trained legal mind of the legal effects of facts and conditions.**
>
> A lawyer-client relationship was established from the very first moment respondent discussed with complainant the labor case of her husband and advised her as to what legal course of action should be pursued therein. By respondent's acquiescence with the consultation and her drafting of the position paper which was thereafter submitted in the case, a professional employment was established between her and complainant. **To constitute professional employment, it is not essential that the client employed the attorney professionally on any previous occasion, or that any retainer be paid, promised, or charged. The fact that one is, at the end of the day, not inclined to handle the client's case, or that no formal professional engagement follows the consultation, or no contract whatsoever was executed by the parties to memorialize the relationship is hardly of consequence. To establish the relation, it is sufficient that the advice and assistance of an attorney is sought and received in any matter pertinent to his profession.**[31] (Emphases supplied; citations omitted)

In this case, records show that Villafuerte sought the assistance of Atty. Tajanlangit to process, facilitate, and render advice in relation to her claim of death benefits. Atty. Tajanlangit also admitted that he helped and guided Villafuerte through the whole process. Clearly, in agreeing to facilitate the transaction in behalf of Villafuerte, Atty. Tajanlangit engaged in the practice of law because aiding and representing Villafuerte in her claim for death benefits required having legal knowledge in order prove her entitlement to the same and to process the release thereof. Thus, from the moment Atty. Tajanlangit agreed to help Villafuerte to pursue her claim, a lawyer-client relationship was formed.

Considering that Atty. Tajanlangit served as Villafuerte's lawyer, his act of borrowing money from Villafuerte, his client, undeniably demonstrates that he violated Rule 16.04, Canon 16 of the CPR, which proscribes lawyers from lending or borrowing money from their clients. Notably, Rule 16.04, Canon 16 of the CPR has been adopted and is reflected in Section 52, Canon III of A.M. No. 22-09-01-SC, otherwise known as the

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[31] *Id.* at 341–342

Code of Professional Responsibility and Accountability[32] (CPRA). Section 52, Canon III of the CPRA provides:

> **Section 52. *Prohibition on Lending and Borrowing; Exceptions.*** — During the existence of the lawyer-client relationship, a lawyer shall not lend money to a client, except under urgent and justifiable circumstances. Advances for professional fees and necessary expenses in a legal matter the lawyer is handling for a client shall not be covered by this rule.
>
> Neither shall a lawyer borrow money from a client during the existence of the lawyer-client relationship, unless the client's interests are fully protected by the nature of the case, or by independent advice. This rule does not apply to standard commercial transactions for products or services that the client offers to the public in general, or where the lawyer and the client have an existing or prior business relationship, or where there is a contract between the lawyer and the client.

In *Buenaventura v. Atty. Gille*,[33] citing *Yu v. Atty. Dela Cruz*,[34] the Court exhaustively explained why the act of borrowing money from a client calls for the imposition of disciplinary sanction, thus:

> Indeed, the act of borrowing money from a client by a lawyer is highly uncalled for and therefore a ground for disciplinary action. It degrades a client's trust and confidence in his or her lawyer. This trust and confidence must be upheld at all times in accordance with a lawyer's duty to his or her client. As aptly stated in *Yu v. Dela Cruz*:
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> > Complainant voluntarily and willingly delivered her jewelry worth P135,000.00 to respondent lawyer who meant to borrow it and pawn it thereafter. This act alone shows respondent lawyer's blatant disregard of Rule 16.04. Complainant's acquiescence to the "pawning" of her jewelry becomes immaterial considering that the CPR is clear in that lawyers are proscribed from borrowing money or property from clients, unless the latter's interests are fully protected by the nature of the case or by independent advice. Here, respondent lawyer's act of borrowing does not constitute an exception. Respondent lawyer used his client's jewelry in order to obtain, and then appropriate for himself, the proceeds from the pledge. In so doing, he had abused the trust and confidence reposed upon him by his client. That he might have intended to subsequently pay his client the value of the jewelry is inconsequential. What deserves detestation was the very act of his exercising influence and persuasion over his client in order to gain undue benefits from the latter's property. **The Court has**

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32 Approved on April 11, 2023.
33 892 Phil. 1 (2020) [*Per Curiam, En Banc*].
34 778 Phil. 557 (2016) [*Per Curiam, En Banc*].

> **repeatedly emphasized that the relationship between a lawyer and his client is one imbued with trust and confidence. And as true as any natural tendency goes, this "trust and confidence" is prone to abuse. The rule against borrowing of money by a lawyer from his client is intended to prevent the lawyer from taking advantage of his influence over his client. The rule presumes that the client is disadvantaged by the lawyer's ability to use all the legal maneuverings to renege on his obligation. Suffice it to say, the borrowing of money or property from a client outside the limits laid down in the CPR is an unethical act that warrants sanction.**[35] (Emphasis in the original; citations omitted)

Likewise, in *Domingo v. Sacdalan*,[36] the Court pronounced that borrowing money from clients is prohibited because it is considered as abuse of a client's confidence, to wit:

> It must be underscored that borrowing money from a client is prohibited under Rule 16.04. A lawyer's act of asking a client for a loan, as what respondent did, is very unethical. It comes within those acts considered as abuse of client's confidence. The canon presumes that the client is disadvantaged by the lawyer's ability to use all the legal maneuverings to renege on his or her obligation. Unless the client's interests are fully protected, a lawyer must never borrow money from his or her client.[37] (Citation omitted)

Given the foregoing, and despite the settlement of his debts, Atty. Tajanlangit committed unethical conduct and violated the CPRA which warrant disciplinary sanctions.

Under Section 34(f), Canon VI of the CPRA,[38] the act of borrowing money from a client is considered a less serious offense, which warrants the imposition of any of the following penalties: (a) suspension from the practice of law for a period within the range of one month to six months, or revocation of notarial commission and disqualification as notary public for less than two years; or (b) a fine within the range of PHP 35,000.00 to PHP 100,000.00.[39]

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35 892 Phil. 1, 5–6 (2020) [*Per Curiam, En Banc*].

36 850 Phil. 553 (2019) [*Per Curiam, En Banc*].

37 *Id.* at 562.

38 Section 34. *Less serious offenses.* — Less serious offenses include:

x x x x

(f) Prohibited borrowing of money from a client;

x x x x.

39 Section 37(b), Canon VI of the CPRA.

Indeed, in *Tangcay v. Atty. Cabarroguis*,[40] *Delloro v. Atty. Taggueg*,[41] and *Reyes v. Atty. Gubatan*,[42] cases which are similar to the instant case, the Court imposed the penalty of suspension from the practice of law for a period of three months on lawyers who were found to have violated the prohibition against lending or borrowing money from clients. Nonetheless, such penalty could not be applied in this case as it appears that this is not the first infraction of Atty. Tajanlangit. He was previously admonished by this Court in *Yu v. Atty. Tajanlangit*[43] for violation of Rule 16.01 of the CPR. Thus, the Court deems it proper to increase the penalty recommended by the IBP Board of Governors from suspension from the practice of law for a period of three months to suspension from the practice of law for a period of six months.

ACCORDINGLY, respondent Atty. Cezar R. Tajanlangit is **SUSPENDED** for **SIX (6) MONTHS** from the practice of law for violation of Section 52, Canon III of the Code of Professional Responsibility and Accountability, effective upon the receipt of this Resolution. He is **WARNED** that a repetition of the same or a similar act will be dealt with more severely.

Let a copy of this Resolution be furnished to the Office of the Bar Confidant, to be appended to the personal record of Atty. Cezar R. Tajanlangit as a member of the Bar; the Integrated Bar of the Philippines, for distribution to all its chapters; and the Office of the Court Administrator, for circulation to all courts in the country for their information and guidance.

SO ORDERED.

SAMUEL H. GAERLAN
Associate Justice

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40 829 Phil. 8 (2018) [Per J. Del Castillo, First Division].
41 A.C. No. 12422, July 17, 2019 [Notice, First Division].
42 888 Phil. 400 (2020) [Per J. Caguioa, First Division].
43 600 Phil. 49 (2009) [Per J. Tinga, Second Division]. In *Yu v. Atty. Tajanlangit*, Atty. Tajanlangit's first name was spelled as Cesar instead of Cezar. However, upon verification with the Office of the Bar Confidant, the records show that there is only one Atty. Cezar R. Tajanlangit with Roll Number 30796. As such, it has been confirmed that the Atty. Cezar Tajanlangit who is the respondent in this case is the same person as the Atty. Cesar Tajanlangit who is the respondent in *Yu v. Atty. Tajanlangit*.

WE CONCUR:

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

RICARDO R. ROSARIO
Associate Justice

(On official leave)
JAPAR B. DIMAAMPAO
Associate Justice

MARIA FILOMENA D. SINGH
Associate Justice