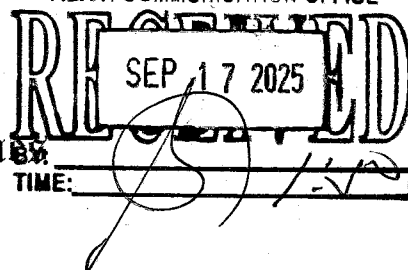




Republic of the Philippines
Supreme Court
Manila

SUPREME COURT OF THE PHILIPPINES
P.L.O. / COMMUNICATION OFFICE



EN BANC

NANETTE S. TUAZON,
Petitioner,

**A.C. No. 14000 [Formerly
CBD Case No. 22-6705]**

Present:

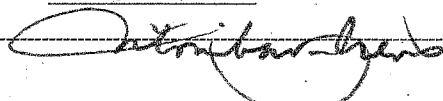
GESMUNDO, C.J.,
LEONEN,
CAGUIOA,
HERNANDO,
LAZARO-JAVIER,
INTING,
ZALAMEDA,
GAERLAN,
ROSARIO,**
LOPEZ, J.,
DIMAAMPAO,
MARQUEZ,
KHO, JR.,
SINGH,***,
VILLANUEVA, JJ.

- versus -

ATTY. DARYL DELA* CRUZ,
Respondent.

Promulgated:

July 8, 2025

x----------x

DECISION

DIMAAMPAO, J.:

For this Court's adjudication is an administrative case instituted by Nanette S. Tuazon (Nanette), seeking the imposition of proper sanctions

* De La Cruz in some parts of the *rollo*.

** On wellness leave.

*** On leave but left a letter.

against Atty. Daryl Dela Cruz (Atty. Daryl) for his violation of the Lawyer's Oath, Code of Professional Responsibility (CPR), and the Rules of Court.

The salient facts follow.

Spouses Nanette and Joel Tuazon (spouses Tuazon) retained the legal services of Atty. Daryl in connection with a criminal case against them before Branch 112, Regional Trial Court (RTC) of Pasig City. During the proceedings, spouses Tuazon's bail had to be renewed with the surety and bonding company to enable them to file an appeal. For such purpose, Nanette borrowed PHP 200,000.00 from her sister. In July 2020, they handed the full amount to Atty. Daryl, who deposited the amount in his own bank account for safekeeping.¹

Thereafter, Nanette repeatedly followed up on the status of the renewal of their bail bond, but Atty. Daryl reasoned, among others, that it would take days for him to settle the same. Atty. Daryl claimed that he was too busy attending to other cases, that the bondsman was either unavailable or out of town, and that the person-in-charge had contracted COVID-19. He eventually professed that the amount had already been paid. In November 2021, Nanette repeatedly asked for the payment receipt of the cash bond, but he could not produce it.²

In light of these events, Nanette was compelled to personally visit the RTC to confirm the supposed payment. To her dismay, she discovered that Atty. Daryl was not able to actually pay the cash bond. Consequently, she had to borrow money again from her family to settle the bail bond. When she confronted Atty. Daryl, he retorted that he was defrauded by the bondsman he was transacting with. Ensuingly, he concededly admitted that he utilized the money for his own personal use without Nanette's knowledge and consent. When Nanette demanded her money back, she only received the amount of PHP 20,000.00 as initial payment.³

At the interstice, Atty. Daryl asked Nanette to loan him money in two separate instances.⁴ He was able to borrow a total of PHP 25,000.00 from Nanette. As of October 2022,⁵ the amount remained unpaid despite written demand served upon Atty. Daryl.⁶

Inevitably, Nanette filed the Complaint-Affidavit⁷ before the Integrated Bar of the Philippines (IBP), bemoaning that the foregoing acts of Atty.

¹ *Rollo*, pp. 48–49, petitioner's Position Paper.

² *Id.* at 49; 61–62.

³ *Id.* at 49–50.

⁴ *Id.* at 10–15.

⁵ *Id.* at 53.

⁶ *Id.* at 50.

⁷ *Id.* at 3–9.

d

Daryl—evinced by their text messages and chat conversations⁸—are in violation of the Lawyer’s Oath, Rule 138, Section 27⁹ of the Rules of Court, and the CPR, namely: Rules 1.01,¹⁰ 16.01,¹¹ 16.03,¹² and 18.03.¹³

Proceedings before the IBP then ensued. In the course thereof, Atty. Daryl failed to submit his answer despite the grant¹⁴ of his Very Urgent Motion for Extension of Time.¹⁵ In its subsequent Order,¹⁶ the IBP directed the parties to submit their respective position papers, to which only Nanette complied.¹⁷ During the clarificatory video conference hearing on November 22, 2022, only Nanette appeared.¹⁸

The Report and Recommendation of the IBP

In his Report and Recommendation,¹⁹ Commissioner Martin John S. Yasay (Commissioner Yasay) found Atty. Daryl guilty of violating the CPR—Rule 16.04,²⁰ for borrowing money from a client without fully protecting the client’s interest; and Rule 18.03, for neglecting a legal matter entrusted to him. For these violations, Commissioner Yasay recommended that Atty. Daryl be suspended from the practice of law for a period of one year. He also recommended that Atty. Daryl be reprimanded for his failure to submit his answer and position paper as ordered by the IBP.²¹

Notably, Commissioner Yasay found that Atty. Daryl’s acceptance of the criminal case of spouses Tuazon was not borne out of an intent to cause any delay for money or malice. It was also noted that Atty. Daryl was able to

⁸ *Id.* at 10–33.

⁹ *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 admission to practice, or for a wilfull disobedience of any lawful order of a superior court, or for corruptly or wilfully 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.

¹⁰ A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

¹¹ A lawyer shall account for all money or property collected or received for or from the client.

¹² A lawyer shall deliver the funds and property of his client when due or upon demand. However, he shall have a lien over the funds and may apply so much thereof as may be necessary to satisfy his lawful fees and disbursements, giving notice promptly thereafter to his client. He shall also have a lien to the same extent on all judgments and executions he has secured for his client as provided for in the Rules of Court.

¹³ A lawyer shall not neglect a legal matter entrusted to him, and his negligence in connection therewith shall render him liable.

¹⁴ *Rollo*, p. 42, IBP Order dated June 6, 2022.

¹⁵ *Id.* at 35–37.

¹⁶ *Id.* at 44.

¹⁷ *Id.* at 80, IBP Order dated November 14, 2022; 47–54, Position Paper.

¹⁸ *Id.* at 82, Minutes of Video Conferencing Hearing.

¹⁹ *Id.* at 92–97. Dated November 28, 2022.

²⁰ A lawyer shall not borrow money from his client unless the client's interests 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.

²¹ *Rollo*, pp. 96–97.

df

account for the status of the moneys entrusted to him for the purpose of renewing the bail bond, which full amount he was unable to return upon demand.²²

In due course, the IBP Board of Governors (IBP Board) issued its Resolution,²³ which modified the penalties. The IBP Board recommended instead that Atty. Daryl be meted: (1) a suspension from the practice of law for a period of two years; and (2) a fine of PHP 20,000.00 for his failure to file an answer, a mandatory conference brief, and a position paper, and failure to attend the mandatory conference. It was also recommended that Atty. Daryl be directed to return the amounts of: (a) PHP 200,000.00 representing the amount which was supposed to be used to procure the bail bond; and (b) PHP 25,000.00 for the unpaid loan amount, both amounts with legal interest.²⁴

The Court's Ruling

At the outset, it is worthy to note that the Code of Professional Responsibility and Accountability²⁵ (CPRA) has since superseded the CPR of 1988. Pertinently, Section 1 of the General Provisions provides that the CPRA shall apply to all pending and future cases, except to the extent that in the opinion of the Supreme Court, its retroactive application would not be feasible or would work injustice, in which case the procedure under which the cases were filed shall govern.

In administrative disciplinary cases against lawyers, Canon VI, Section 32 of the CPRA ordains that it is the complainant who carries the burden of proof to establish with substantial evidence the allegations against the respondent lawyer. Substantial evidence is that amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion.

In this case, petitioner zeroed in on the text messages and chat conversations between her and respondent to fortify the veracity of her claims in her Complaint-Affidavit. The exchange between them clearly demonstrate that respondent:

- (a) did not controvert his receipt of the amount of PHP 200,000.00 from petitioner for the purpose of renewing the bail bond;²⁶
- (b) claimed that the amount has been paid for the renewal of the bail bond considering his assurance of sending the receipt therefor;²⁷
- (c) neither accounted the funds nor produced the receipt for the cash

²² *Id.* at 94.

²³ *Id.* at 90–91.

²⁴ *Id.* at 90.

²⁵ SC Administrative Matter No. 22-09-01-SC, April 11, 2023.

²⁶ *Rollo*, pp. 16, 18.

²⁷ *Id.* at 16–17.

bond payment;²⁸

- (d) eventually admitted that he converted the money and could not return the whole amount;²⁹ and
- (e) asked petitioner to loan him a total of PHP 25,000.00.³⁰

Given the foregoing, the Court is hard-pressed to determine the evidentiary value of these conversations to ascertain whether petitioner's accusations have been proven by the required burden of proof.

Analogously, in the case of *Asuncion v. Atty. Salvado*,³¹ the submitted screenshots of the text messages exchanged between complainant and respondent were held as admissible evidence. The complainant's testimony, as a party to the exchange of text messages, was deemed sufficient to prove the contents thereof.³² Upon this point, this Court echoes that ephemeral electronic communications are admissible evidence, subject to authentication set forth in the Rules on Electronic Evidence, viz.:

**RULE 11: AUDIO, PHOTOGRAPHIC, VIDEO AND EPHEMERAL
EVIDENCE**

....

Section 2. Ephemeral electronic communication. – Ephemeral electronic communications shall be proven by the testimony of a person who was a party to the same or has personal knowledge thereof. In the absence or unavailability of such witnesses, other competent evidence may be admitted. A recording of the telephone conversation or ephemeral electronic communication shall be covered by the immediately preceding section. If the foregoing communications are recorded or embodied in an electronic document, then the provisions of Rule 5 shall apply.

Invariably, there is no reason to withhold the application of these principles to the instant case. Petitioner, as a participant in the exchange of text and chat messages, can very well testify as to the contents of the screenshots, as she had done. Besides, the Court observes that respondent neither denied the contents of the text messages and chat exchanges, nor petitioner's crucial factual allegations in her Complaint-Affidavit insofar as the arrangement for the payment of the bail bond and the money loan are concerned.

The records bear out the earmarks of truth that respondent was given ample opportunity to defend himself, which he so knowingly shrugged off. Even after the IBP had graciously granted his Very Urgent Motion for

²⁸ *Id.* at 16–19.

²⁹ *Id.* at 22, 29.

³⁰ *Id.* at 10.

³¹ 924 Phil. 596 (2022) [*Per Curiam, En Banc*].

³² *Id.* at 604–608.

g

Extension of Time, he still failed to submit his answer to the complaint. Not only that, but he likewise failed to attend the mandatory conference and submit his mandatory conference brief and his position paper.

Well-ensconced is the rule that the IBP will consider a respondent in default and shall hear the case *ex parte* for respondent's failure to appear or comply with the orders of the IBP.³³ For these pretexts, the lack of categorical denial as to the contents of the conversations constitutes a negative pregnant and an implied admission.

***Respondent is guilty of violating
Canon III, Sections 49, 50, and 52,
and Canon IV, Section 3 of the CPRA***

It is evident that the records of the case are nothing but antithetical to the factual findings of Commissioner Yasay that respondent accounted for the status of the amounts entrusted to him. That he actually failed to do so is buttressed by the glaring fact that respondent failed to present any controverting facts, resulting in an implied admission of his utter failure to account for the funds.

Verily, Canon III, Sections 49 and 50 of the CPRA underscore the lawyer's fiduciary relationship with a client by a strict mandate, thus:

SECTION 49. *Accounting during engagement.* — A lawyer, during the existence of the lawyer-client relationship, shall account for and prepare an inventory of any fund or property belonging to the client, whether received from the latter or from a third person, immediately upon such receipt.

When funds are entrusted to a lawyer by a client for a specific purpose, the lawyer shall use such funds only for the client's declared purpose. Any unused amount of the entrusted funds shall be promptly returned to the client upon accomplishment of the stated purpose or the client's demand.

SECTION 50. *Separate Funds.* — A lawyer shall keep the funds of the clients separate and apart from his or her own and those of others kept by the lawyer.

The relationship between a lawyer and their client is highly fiduciary and prescribes on a lawyer great fidelity and good faith. The highly fiduciary nature of this professional relationship imposes upon the lawyer the duty to account for the money or property collected or received for or from their client.³⁴

³³ See RULES OF COURT, Rule 139-B, sec. 8.

³⁴ See *Huang v. Atty. Zambrano*, 850 Phil. 544, 548 (2019) [*Per Curiam, En Banc*]. (Citation omitted)

9

Trusting that their interests were being fully protected, petitioner dutifully turned over the amount of PHP 200,000.00 to respondent in the supposition that the amount was to pay for the renewal of her and her husband's bail bond. In their exchange of text messages, respondent did not deny having received the same, and even confirmed that the payment receipt may be retrieved from his law office:

Nanette: hi atty. ung 200k na bngay ko sau last year magkano pa po ba ang sukli?

pwd ba pa send na ng receipt kc hinihingi n ng sis ko at humihingi na ako ng pangbayad s bail namin.

Atty. Daryl: sige mam pahanap ko po sa office resibo po. . .

Nanette: hi atty pwd pa send na receipt pra mabigyan na ako ng sis ko ng kulang pa

Atty. Daryl: pinapahanap ko pa mam sa staff I will send it immediately po. . .

Nanette: ok po.patutukan mo nman s staff po at sure ko naman na nandyn lang un at nk file nman yan s per client nyo.thks.
hi atty ano na po ang balita sa receipt?wednesday na po now³⁵

Thereafter, petitioner was able to confirm with the RTC that the bail had not been paid, which respondent again did not deny based on his replies. Instead, respondent brought up the possibility of a mistake with the bonding company, and manifestly accepted liability for the amount—

Nanette: kausap ko na c hermie mali daw ung nagawa na motion to reduce bail. wla daw naka specify na i cash bond nakalagay lng reduce and pay in cash.now pinapa check ko s kanya ung last year bond.at kung makano babayaran pra d na magpagawa pa ng MR ulit. pwd pa pick ko na lng sa lala move ung mga docs? at nakisuyo na ako kay hermie na gawin nya na ngayon ang processing para mabilis.

dpat daw sa motion nakalagay double kc d daw nag pay last year.di ba sb mo nag pay naman tau last year bakit d makita ung payment dun at wla docs. saan napunta ung 200k na ibinigay ko sau? kc base sa explanation ni hermie percentage lng ung babayaran pag s renewal. . . .

Atty. Daryl: mam anumang liability meron man, ako na magshoulder po. kaysa naman dahil lang diyan eh mawala tiwala niyo skin. matagal ko na kayong clients kahit nga sa acceptance sa kaso na yan hindi ako nakatanggap, pinagtrabahuhan ko po kaso..

³⁵ Rollo, pp. 16–17.

....

Nanette: although cnsb ko s kanya na nag bail tau last year at 200k bngay ko sau ang sb nya wl daw sa file nila.and sobra sobra nman daw ang 200k

hinihingi nga din s akin ang resibo sb ko s kanya d mo pa naibigay sa amin. bastat ang sagot nya sa akin wla daw kami bail last year at wla sa file nila.kya double the amount ang babayaran ngayon....pakiayos naman at ang sabi nya s akin pag d bukas nkapag submit ng bail ma i isyuhan kami ng warrant.kya pakiayos ngayon at pra bukas mag pay ka na lng.sb mo kc kahapon holiday ang [Pasay]. d nman pala. ngayon ang holiday ang pasay.³⁶ (Emphasis supplied)

Based on the foregoing, respondent himself admitted receipt of PHP 200,000.00 from petitioner as payment for the bail bond. By his receipt of the amount, he agreed to take up petitioner's cause and owed fidelity to complainant and her cause, even if she never paid any acceptance fee. It is primal that lawyering is not a business, but a profession in which duty to public service, not money, is the primary consideration.³⁷

Afterwards, respondent claimed that he is in contact with a new bonding company for renewal of the bail bond. This only establishes that he was not able to secure the same in the first place during the previous year, without so much as an explanation for such failure. Brazenly, he then asked again for money from petitioner notwithstanding the PHP 200,000.00 supposedly still in his possession:

Atty. Daryl: madam good morning. okay na po mam kaso pera po need natin. 50k each po eh. yung pera ko po dito hindi sapat po. ayoko naman po macompromise yung inyo pong bail dahil hindi pa po ako makabayad dun sa nangyaring mistake mam huhuhuhu :(babayaran ko po yun gaya nga ng sabi ko liability ko yun kahit huwag niyo na po ako bayaran sa mga lakad ko mam. ang mahalaga ay makalaya kayo. hindi kumokontak skin yung kausap ko patungol sa bail last year. Huhuhuhuhuhu :(ayoko pong masira sa inyo dahil inilaban ko po ang kaso hanggang ngayon kahit wala akong natanggap na acceptance. paano po kaya ito :(kahit magmonthly payment ako mam sa inyo gagawin ko.

Nanette: paano ngayon yan.sb mo ikaw na mag pay now manghihingi pa din ako s sis ko.ano ang ssbihin ko s kanya na wla ako maipakita na receipt. d ko pa nga cnsb na wlang payment ung last year.sure ko magagalit un at kung saan napunta ang pera.200k nawala lng lahat?

³⁶ *Id.* at 17–19.

³⁷ *Freeman v. Atty. Reyes*, 676 Phil. 47, 68 (2011) [*Per Curiam, En Banc*]. (Citation omitted)

.....

Atty. Daryl: ginagawan ko paraan pera po mam kaso kulang po talaga huhuhuhu :(binasa ko yung policy, valid naman siya until cancelled ng court. wala namang order cancelling the bond. wala na po talaga akong makukuhanan ng pera madam huhuhu..³⁸

Canon IV, Section 3 of the CPRA states that a lawyer shall diligently and seasonably act on any legal matter entrusted by a client. In failing to immediately secure the bail bond sans any reasonable or even plausible explanation, respondent not only clearly neglected to exercise ordinary diligence or that reasonable degree of care and skill required by the circumstances, but he also failed to account for the money entrusted to him by Nanette. Worse, he could not return it in full despite its apparent non-utilization.

Ineluctably, petitioner was forced to terminate respondent's legal services after his perpetual pretenses that he will be able to come up with the amount through further loans, apparently from another client.³⁹ He kept on promising to come up with the amount, but ultimately failed to deliver, even after Nanette relayed that a warrant of arrest will be issued against them if the bond is not paid.⁴⁰ However, he was only able to deliver PHP 20,000.00, explaining that his credit card charges were automatically deducted from the amount available in his account, positively exposing that he did not keep his personal account separate from that of his client's:

Atty. Daryl: mam nasend ko po 20k po. nabawas sa autodebit ng mga utang ko po sa credit card yung ibang pera huhuhuhuhuhu.. hahagilap pa po ako pera po huhuhuhuhuhuhuhu 678 pesos na lang laman deposit account ko po. kung magddp naman po kayo, dp niyo na po. gawan ko pa po ibang paraan ang pera by today po huhuhuhuhu...

Nanette: ako pinagluloloko mo. kagbi sb mo 60k i d deposit mo bkit ngaton 20k lang? paano makakabayad nito. d ako nakatulog kagabi kakahintay dyn s deposit nay an tapos ngayon kinalabasan 20k lang? san aabot yan? gumagawa ka ng problema mo atty.cnsb ko sau.sobrang stress na ako dyn s pang bail na yan. kung d mo kc ginastos yang pera na yan di ka magkaka problema[.]⁴¹

Respondent even had the temerity to insinuate an offer to withdraw his services after being confronted by petitioner for his shortcomings. But even at this stage of withdrawing his legal services, he still failed to timely deliver

³⁸ *Rollo*, pp. 67-68.

³⁹ *Id.* at 18-30.

⁴⁰ *Id.* at 25-26.

⁴¹ *Id.* at 29.

g

the case documents, as well as the notice of withdrawal he had promised to petitioner.⁴²

Considering the above circumstances, it is undeniable that respondent had the duty to account for the money entrusted to him by petitioner. The Court has held that “[m]oney entrusted to a lawyer for a specific purpose, such as for filing fee, but not used for failure to file the case must immediately be returned to the client on demand.”⁴³ Here, the money for the payment of the bond’s premium was not used for that sole purpose — this follows that respondent should have returned the amount to petitioner when she demanded it on the first time.

It is an age-old axiom that a lawyer’s failure to return upon demand of the funds they hold on behalf of their client gives rise to the presumption that they have appropriated the same for their own use, in violation of the trust reposed in them by their client. This act is a gross violation of general morality as well as of professional ethics. It impairs public confidence in the legal profession and deserves punishment.⁴⁴

Parenthetically, respondent is likewise liable for contracting prohibited loans. The act of borrowing money from petitioner, his client, undisputedly demonstrates a violation of Canon III, Section 52 of the CPRA—

SECTION 52. *Prohibition on lending and borrowing; exceptions.*— . . .

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[.]

The rule against the borrowing of money by a lawyer from their client is intended to prevent the lawyer from taking advantage of their influence over their client. The rule presumes that the client is disadvantaged by the lawyer’s ability to use all the legal maneuverings to renege on their obligation. Suffice it to say, the borrowing of money or property from a client outside the limits laid down in the CPRA is an unethical act that warrants sanction.⁴⁵

Respondent’s act of borrowing money from petitioner naturally does not constitute an exception. Despite his pending duties in relation to spouses Tuazon’s criminal case, he nonetheless entreated petitioner to loan him the amount of PHP 25,000.00. In so doing, he abused the trust and confidence reposed upon him by petitioner.

⁴² *Id.* at 29–31.

⁴³ *Adrimisin v. Atty. Javier*, 532 Phil. 639, 645 (2006) [Per J. Carpio, *En Banc*]. (Citation omitted)

⁴⁴ *Id.* at 645–646.

⁴⁵ *See Buenaventura v. Atty. Gille*, 892 Phil. 1, 5–6 (2020) [Per Curiam, *En Banc*]. (Citation omitted)

g

Respondent's liability is none the worse for his supposed intention to subsequently pay petitioner. What deserved detestation was the very act of him exercising influence and persuasion over his client in order to gain undue benefits from her. It cannot be stressed enough that the relationship between a lawyer and their client is one imbued with trust and confidence. Inasmuch as the established relationship, the act of borrowing money from a client by a lawyer is highly uncalled for, and thus a ground for disciplinary action. It degrades a client's trust and confidence in their lawyer. And as true as any natural tendency goes, this "trust and confidence" is regrettably prone to abuse.⁴⁶

***The Court modifies the penalties
recommended by the IBP***

Serious and less serious offenses under Canon VI of the CPRA are penalized as follows:

SECTION 37. Sanctions. —

- (a) If the respondent is found guilty of a serious offense, any of the following sanctions, or a combination thereof, shall be imposed:
 - (1) Disbarment;
 - (2) Suspension from the practice of law for a period exceeding six (6) months;
 -
 - (4) A fine exceeding [PHP] 100,000.00.
- (b) If the respondent is found guilty of a less serious offense, any of the following sanctions, or a combination thereof, shall be imposed:
 - (1) Suspension from the practice of law for a period within the range of one (1) month to six (6) months[; or]
 - (2) A fine within the range of [PHP] 35,000.00 to [PHP] 100,000.00.

For his negligence or failure to give proper attention to the task expected of him — the timely settlement of spouses Tuazon's bail bond — without justifiable reason,⁴⁷ respondent committed the **less serious offense of**

⁴⁶ *Id.* at 5.

⁴⁷ See *Republic of the Philippines v. Canastillo*, 551 Phil. 987, 996 (2007) [Per J. Ynares-Santiago, Third Division].

9

simple negligence in the performance of duty.⁴⁸ Moreover, as earlier adumbrated, it is basic that a lawyer shall account for all money or property collected or received for or from the client, and the failure to do so upon demand amounts to misappropriation which is a ground for disciplinary action not to mention the possible criminal prosecution.⁴⁹ Accordingly, for his misappropriation of and failure to account for the PHP 200,000.00 entrusted to him by petitioner, respondent must be penalized for the **serious offense of misappropriating a client's funds**⁵⁰ and the **less serious offense of unjustifiable failure to render accounting of the client's funds.**⁵¹

Appositely, Canon VI, Section 40 of the CPRA finds application. The penalty for multiple offenses arising from a single act or omission provides that while a respondent shall still be found liable for all such offenses, he will only be meted the penalty for the most serious offense. Upon this point, the Court ruled in *Judge Banzuela-Didulo v. Santizo*⁵² that the charges against therein respondent were based on the totality of her actions, which could not be reasonably separated from one another. Analogously, in this case, the negligence attributed to respondent in handling spouses Tuazon's case is directly linked to his misappropriation of her money and his unjustified refusal to provide an accounting of those funds intended for spouses Tuazon's bail bond. Alternatively stated, respondent's misappropriation and failure to account for the client's money are inseparable from his subsequent failure to post spouses Tuazon's bail bond, which ultimately jeopardized their case. On this score, the most serious offense in this case is the misappropriation of a client's funds found under Canon VI, Section 33(g).

In the comparable case of *Celaje v. Atty. Soriano*,⁵³ therein respondent lawyer Atty. Santiago Soriano (Atty. Soriano) misappropriated the amount of PHP 5,800.00 of his client's funds by misrepresenting that an injunction bond must be paid. Atty. Soriano was correspondingly penalized with a two-year suspension as the Court ratiocinated that misappropriation is "a gross violation of general morality and of professional ethics[,] and impairs public confidence in the legal profession which deserves punishment."⁵⁴

The instant case presents more egregious circumstances than in *Celaje*. For one, the amount misappropriated by respondent is substantially greater, and his misconduct is exacerbated by additional violations of the CPRA. Moreover, unlike the unnecessary bond in *Celaje*, as the related writ was already denied in that case, the bail bond in the case at bench was essential to protect the liberty of spouses Tuazon. Respondent's resolve to disregard this

⁴⁸ CODE OF PROF. RESPONSIBILITY & ACCOUNTABILITY, Canon VI, sec.34(b).

⁴⁹ *Romo v. Atty. Ferrer*, 889 Phil. 595, 601 (2020) [Per J. Lopez, *En Banc*]. (Citations omitted)

⁵⁰ CODE OF PROF. RESPONSIBILITY & ACCOUNTABILITY, Canon VI, sec. 33(g).

⁵¹ CODE OF PROF. RESPONSIBILITY & ACCOUNTABILITY, Canon VI, sec. 34(n).

⁵² 935 Phil. 496 (2023) [Per J. Kho, *En Banc*].

⁵³ 561 Phil. 341 (2007) [Per J. Austria-Martinez, *En Banc*].

⁵⁴ *Id.* at 347.

9

urgent necessity and to repeatedly lie to his client intensifies the severity of his offense. Collectively, these circumstances justify the imposition of a harsher penalty than the two-year suspension imposed in *Celaje*. Thusly, respondent is suspended from the practice of law for a period of three years.

In addition to the foregoing, respondent is also liable for another count of the **less serious offense of simple negligence** for his violation of Canon III, Section 50 of the CPRA regarding the directive to lawyers to keep separate their client's funds from their own and those of their other clients'. Consequently, respondent is meted the penalty of a three-month suspension and fine of PHP 35,000.00.

Respondent is likewise found guilty of the **less serious offense of prohibited borrowing from client** when he loaned PHP 25,000.00 from Nanette. This offense outlined in Canon VI, Section 34(f) of the CPRA warrants the penalty of suspension from the practice of law for a period of three months, in fealty to prevailing jurisprudence.⁵⁵

Further, pursuant to Canon VI, Section 41⁵⁶ of the CPRA, respondent is ordered to return the amounts of: (a) PHP 180,000.00 representing the amount supposed to have been used to procure the bail bond; and (b) PHP 25,000.00 pertaining to his unpaid loan. These amounts shall be paid within three months from his receipt of this Decision. Both amounts shall earn a legal interest of 6% per annum from the date of finality of this Decision until its full payment.⁵⁷

Quite discernibly, respondent willfully and deliberately disobeyed the orders of the IBP by disregarding its lawful orders and processes directing him to file his answer, to attend the mandatory conferences, and to file his position paper, even with due notice. His audacious **disregard of the lawful orders** is illustrated by his unjustifiable failure to file an answer despite imploring the IBP for an extension of time. This is a less serious offense under Canon VI, Section 34 (c)⁵⁸ of the CPRA, for which he is meted a fine of PHP 35,000.00.

As a final point, since this is respondent's first offense, the Court deems it proper to mitigate the penalties enumerated above. Hence, for his prohibited borrowing of money, the penalty is mitigated to one month suspension. For

⁵⁵ See *Reyes v. Atty. Gubatan*, 888 Phil. 400, November 3, 2020 [Per J. Caguioa, First Division]. See also *Tangcay v. Atty. Cabarroguis*, 829 Phil. 8 [Per J. Del Castillo, First Division].

⁵⁶ *Payment of fines and return of client's money and property.* — When the penalty imposed is a fine or the respondent is ordered to return the client's money or property, the respondent shall pay or return it within a period not exceeding three (3) months from receipt of the decision or resolution. If unpaid or unreturned, the Court may cite the respondent in indirect contempt.

⁵⁷ See *Lara's Gifts & Decors, Inc. v. Midtown Industrial Sales, Inc.*, 929 Phil. 754 (2022) [Per Acting C.J. Leonen, *En Banc*].

⁵⁸ Violation of Supreme Court rules and issuances in relation to Bar Matters and administrative disciplinary proceedings, including willful and deliberate disobedience of the orders of the Supreme Court and the IBP[.]

g

his simple negligence, the penalty is lowered to one month suspension and a fine of PHP 18,000.00. He is also meted the mitigated fine of PHP 18,000.00 for his failure to abide by the orders of the IBP. However, the penalty for his misappropriation of client's funds, including the related offenses of simple negligence and failure to render accounting, may not be mitigated in obeisance to Canon VI, Section 38(a)(1)⁵⁹ of the CPRA.

ACCORDINGLY, respondent Atty. Daryl Dela Cruz is declared **GUILTY** of violating Canon III, Sections 49, 50, and 52, and Canon IV, Section 3 of the Code of Professional Responsibility and Accountability (CPRA). He is hereby meted the following penalties:

- (a) **SUSPENSION of THREE YEARS** for the serious offense of misappropriating a client's funds and the less serious offenses of simple negligence and unjustifiable failure to render accounting of the client's funds under Canon VI, Section 33(g) and Section 34 (b) and (n) of the CPRA;
- (b) **SUSPENSION of ONE MONTH** and a **FINE of PHP 18,000.00** for the less serious offense of simple negligence in the performance of duty under Canon VI, Section 34(b) of the CPRA for neglecting to keep separate his client's funds from his own and those of his other clients'; and
- (c) **SUSPENSION of ONE MONTH** for the less serious offense of prohibited borrowing from client under Canon VI, Section 34(f).

He is **STERNLY WARNED** that a repetition of the same or similar acts shall be dealt with more severely.

Atty. Daryl Dela Cruz is likewise ordered to **PAY THE FINE of PHP 18,000.00** for his willful and deliberate disobedience of the orders of the Integrated Bar of the Philippines, under Canon VI, Section 34(c) of the CPRA.

He is further ordered to **DELIVER** to complainant Nanette S. Tuazon the amounts of: (1) **PHP 180,000.00** representing the amount supposed to have been used to procure the bail bond; and (2) **PHP 25,000.00** pertaining to the unpaid loan amount. These amounts shall earn legal interest of 6% per annum, reckoned from the date of finality of this Decision until full payment.

⁵⁹ SECTION 38. *Modifying circumstances.* — In determining the appropriate penalty to be imposed, the Court may, in its discretion, appreciate the following mitigating and aggravating circumstances:

(a) Mitigating circumstances:

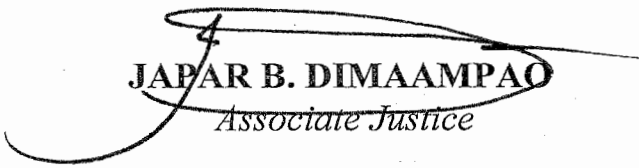
(1) First offense, except in charges of gross misconduct, bribery or corruption, grossly immoral conduct, **misappropriating a client's funds or properties**, sexual abuse, and sale, distribution, possession and/or use of illegal drugs or substances[.] (Emphasis supplied)

8

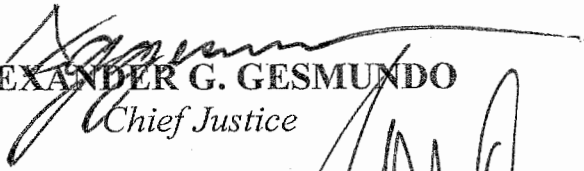
This Decision is **IMMEDIATELY EXECUTORY**. Respondent Atty. Daryl Dela Cruz is **DIRECTED** to file a Manifestation to this Court to determine when his suspension from the practice of law shall take effect, copy furnished to all courts and quasi-judicial bodies where he has entered his appearance as counsel.

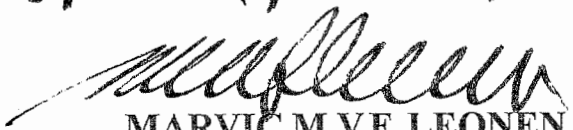
Finally, let copies of this Decision be furnished to the Office of the Bar Confidant, to be appended to Atty. Daryl Dela Cruz's personal records; the Integrated Bar of the Philippines, for its information and guidance; and the Office of the Court Administrator, for dissemination to all the courts in the country.

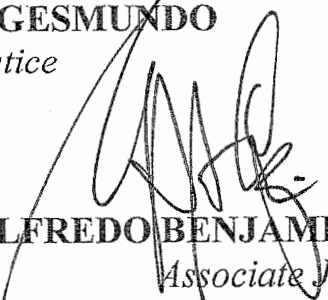
SO ORDERED.

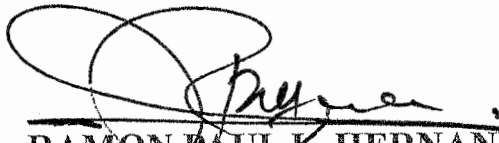

JAPAR B. DIMAAMPAO
Associate Justice

WE CONCUR:

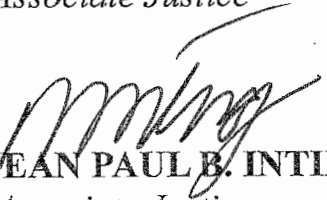

ALEXANDER G. GESMUNDO
Chief Justice

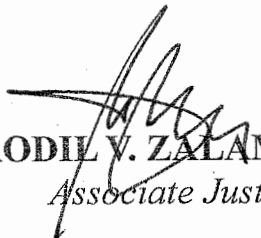

MARVIC M.V.F. LEONEN
Senior Associate Justice


ALFREDO BENJAMIN S. CAGUIOA
Associate Justice


RAMON PAUL L. HERNANDO
Associate Justice


AMY C. LAZARO-JAVIER
Associate Justice


HENRI JEAN PAUL B. INTING
Associate Justice

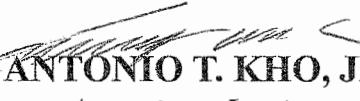

RODIL V. ZALAMEDA
Associate Justice

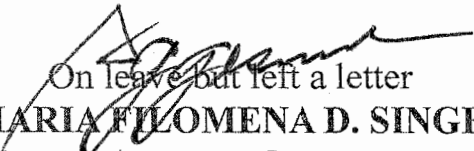

SAMUEL H. GAERLAN
Associate Justice

On wellness leave
RICARDO R. ROSARIO
Associate Justice


JHOSEP V. LOPEZ
Associate Justice


JOSE MIDAS P. MARQUEZ
Associate Justice


ANTONIO T. KHO, JR.
Associate Justice

On leave but left a letter

MARIA FILOMENA D. SINGH
Associate Justice

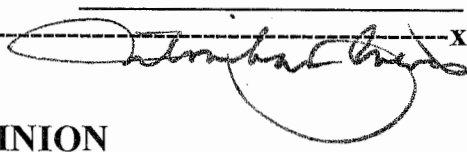

RAUL B. VILLANUEVA
Associate Justice

EN BANC

A.C. No. 14000 – NANETTE S. TUAZON, Petitioner, v. ATTY. DARYL A. DELA CRUZ, Respondent.

Promulgated:

July 8, 2025

X-----X


CONCURRING OPINION

LEONEN, S.A.J.:

The relationship between a lawyer and a client is highly fiduciary—one that is built on utmost fidelity and good faith.¹ This relationship is not merely transactional, as the client, in engaging the services of a lawyer, entrusts not only their properties or livelihood, but often their future. Breaking the trust which forms the core of this relationship must be meted with grave punishment. To do otherwise would trivialize its sanctity.

In the present case, not only did respondent Atty. Daryl A. Dela Cruz spend the money for his personal gains, he also repeatedly lied to his client, petitioner Nanette S. Tuazon, about having already renewed her bail bond. Petitioner would have never known about the misappropriation had she not gone to the court personally to ask if her bail bond had been paid. She then had no choice at that point but to borrow money again just so she could settle the bail bond herself.²

It is fortunate that petitioner was circumspect in personally inquiring with the court about the status of her case after she became suspicious of respondent.³ Had she not been proactive, it could have cost her her liberty. However, she should not even have to go that far to protect her rights, as she had trusted respondent to champion them.

Misappropriation of a client's funds is a serious offense under Section 33(g) of the Code of Professional Responsibility and Accountability (Code), punishable by one or a combination of the following: (1) disbarment; (2) suspension from the practice of law for a period exceeding six months; (3)

¹ *Palencia v. Atty. Linsangan*, 836 Phil. 1 (2019) [*Per Curiam, En Banc*].

² *Rollo*, pp. 48–50.

³ *Id.*

revocation of notarial commission and disqualification as notary public for not less than two years; or (4) a fine exceeding PHP 100,000.00.⁴

In *Celaje v. Atty. Soriano*,⁵ Atty. Santiago Soriano misappropriated PHP 5,800.00 of his client's funds by lying about having to pay an injunction bond. In punishing him with a two-year suspension, this Court held that misappropriation is "a gross violation of general morality and of professional ethics and impairs public confidence in the legal profession which deserves punishment."⁶

The amount misappropriated in *Celaje* was less than what is involved in this case, and the offense was not compounded by any other violations of the Code. The payment of the injunction bond in that case was also deemed unnecessary because the writ it was supposed to be posted for had already been denied.⁷

Thus, a harsher penalty is appropriate when the amount given in trust is larger and when the misappropriation is compounded by other violations of the Code. Further, in this case, there was a real necessity to pay the bail bond as it could have jeopardized the client's liberty had it not been paid. The fact that respondent chose to ignore this pressing concern and continued to repeatedly lie to his client aggravates his offense.

ACCORDINGLY, for the serious offense of misappropriating his client's funds, compounded by the less serious offenses of simple negligence and unjustifiable failure to render accounting of the client's funds, punishable under Canon VI, Sections 33(g), 34(b), and 34(n) of the Code of Professional Responsibility and Accountability, I vote that respondent Atty. Daryl A. Dela Cruz be meted out the penalty of a **THREE-YEAR SUSPENSION** from the practice of law.


MARVIC M.V.F. LEONEN
Senior Associate Justice

⁴ CODE OF PROF. RESPONSIBILITY & ACCOUNTABILITY, sec. 37(a).

⁵ 561 Phil. 341(2007) [Per J. Austria-Martinez, *En Banc*].

⁶ *Id.* at 347.

⁷ *Id.* at 343.