

SECOND DIVISION

[A.C. No. 12624 [Formerly CBD Case No. 15-4508], September 16, 2020]

MANUEL R. LEONOR, COMPLAINANT, VS. ATTYS. DICKSON C. AYON-AYON AND EULOGIO C. MANANQUIL, JR., RESPONDENTS.

DECISION

INTING, J.:

This is a verified Complaint^[1] filed by Manuel R. Leonor (complainant) with the Integrated Bar of the Philippines (IBP)-Commission on Bar Discipline (CBD) filed on January 29, 2015 against Atty. Dickson C. Ayon-Ayon (Atty. Ayon-Ayon) and Atty. Eulogio C. Mananquil, Jr. (Atty. Mananquil) for notarizing the Deed of Absolute Sale^[2] (Deed) dated March 13, 2014 and Sworn Statement^[3] dated April 15, 2014, respectively, without them requiring the physical appearance of complainant and his wife, Teresita R. Leonor (Teresita) (collectively, Spouses Leonor), in violation of Administrative Matter (A.M.) No. 02-8-13-SC, or the 2004 Rules on Notarial Practice.

The Antecedents

Complainant is the registered owner of a parcel of land located in Project 6, Quezon City (subject property) covered by Transfer Certificate of Title (TCT) No. 46664.^[4] Sometime in September 2013, he learned that a certain "Frederick Bonamy" (Bonamy) was in possession of a Deed of Absolute Sale (Deed) over the subject property allegedly signed by him and his wife, Teresita. Acting on this information, complainant personally informed Bonamy that the subject property, where he lives, was not for sale and that he and his wife, Teresita, did not sign any Deed involving the subject property.^[5]

Sometime in June 2014, complainant discovered that the title over the subject property was cancelled, and a new one was issued in the name of Bonamy and his wife, Jane Anne C. Bonamy (collectively, Spouses Bonamy). The successful transfer of title to Spouses Bonamy was made possible by the registration of the Deed notarized by Atty. Ayon-Ayon on March 13, 2014^[6] with the Registry of Deeds of Quezon City; and the Sworn Statement notarized by Atty. Mananquil on April 15, 2014.^[7] The names and purported signatures of Spouses Leonor appear in the questioned documents.^[8]

Complainant averred that he neither signed the questioned documents nor appeared before Atty. Ayon-Ayon and Atty. Mananquil. Complainant further alleged that Teresita, on the other hand, did not and could not sign and appear before Atty. Ayon-Ayon and Atty. Mananquil considering that she was already residing in the United States of America since December 2013.^[9]

Given the circumstances, complainant caused the annotation of his adverse claim on Bonamy's title. Also, he filed a Complaint-Affidavit^[10] for Falsification and another Complaint^[11] for Reconveyance of Title with Damages of the subject property against Spouses Bonamy.^[12]

On January 29, 2015, complainant then filed a complaint for disbarment/disciplinary action against Atty. Ayon-Ayon and Atty. Mananquil with the IBP-CBD.

In his Answer to the Complaint-Affidavit,^[13] Atty. Mananquil argued that he did not notarize the Sworn Statement. He attached a Certification^[14] dated March 3, 2015 issued by the Office of the Clerk of Court (OCC)-Regional Trial Court (RTC), Caloocan City as proof that the Sworn Statement was not among the documents submitted or reported by Atty. Mananquil. He likewise alleged that the signature appearing above his name in the Sworn Statement was not his as based on the specimen signatures on file with the OCC-RTC. He further alleged that sometime in December 2012, he discovered that unscrupulous persons had been using his name and notarial seal, and falsifying his signature as notary public in Caloocan City. In connection with the unscrupulous acts of those persons, he filed a criminal complaint against them with the Northern Metro Manila Criminal Investigation and Detection Team of Caloocan City.

On the other hand, Atty. Ayon-Ayon, in his Answer,^[15] explained that the Spouses Leonor and Bonamy personally appeared before him to have the Deed notarized; that he and his staff inspected the questioned documents pertinent to the sale; that he requested the parties to submit proof of their identities; and that he asked the Spouses Leonor whether they voluntarily executed and signed the Deed. He argued that, at the time of the notarization, he ascertained the true identities of the sellers, herein Spouses Leonor.^[16] Hence, he asserted that he did not commit any infraction of the 2004 Rules on Notarial Practice.

In Complainant's Position Paper,^[17] he alleged that after verifying with the OCC-RTC Notarial Division of Caloocan City, he was able to confirm that the Sworn Statement was not, in fact, notarized by Atty. Mananquil; that the document number, page number, and book number therein indicated pertained to a different document found in Atty. Mananquil's notarial book.^[18] Hence, he withdrew his complaint against Atty. Mananquil, but maintained his allegations against Atty. Ayon-Ayon.

Report and Recommendation of the IBP-CBD

On January 11, 2016, Investigating Commissioner Rico A. Limpingo (Investigating Commissioner Limpingo) submitted his Report and Recommendation^[19] recommending that: (1) the complaint against Atty. Mananquil be dismissed; (2) Atty. Ayon-Ayon's notarial commission be revoked; and (3) that he be suspended from the practice of law for a period of three months for his negligence in the performance of his duty as a notary public.^[20]

Resolution of the IBP-Board of Governors (BOG)

On September 24, 2016, the IBP-BOG issued an Extended Resolution^[21] adopting the findings of fact and recommendation of the Investigating Commissioner Limpingco dismissing the complaint against Atty. Mananquil, and further adopting the findings of fact and recommendation of the Investigating Commissioner Limpingco against Atty. Ayon-Ayon with modification as to the penalty to be imposed, to wit: (a) increasing the suspension from the practice of law for a period of six months; and (b) imposing disqualification on Atty. Ayon-Ayon from being commissioned as notary public for a period of two years. Further, the IBP-BOG likewise ordered Atty. Ayon-Ayon's current notarial commission, if any, revoked.^[22]

Aggrieved, Atty. Ayon-Ayon filed his Motion for Reconsideration of Resolution No. XXII-2016-530 dated September 24, 2016^[6]^[23] stating the following grounds, to wit:

I.

THE HONORABLE BOARD OF GOVERNORS COMMITTED A REVERSIBLE ERROR WHEN IT SAID THAT HEREIN RESPONDENT FAILED TO EXERCISE DUE DILIGENCE IN THE PERFORMANCE OF HIS DUTIES AS NOTARY PUBLIC.

II.

THE HONORABLE BOARD OF GOVERNORS COMMITTED A REVERSIBLE ERROR WHEN THEY FAILED TO CONSIDER THE FACT THAT HEREIN RESPONDENT'S ACT OF REQUIRING THE SUPPOSED SELLERS TO PRESENT AND SUBMIT COPIES OF PROOFS OF THEIR IDENTITIES AS FAITHFUL AND SUBSTANTIAL COMPLIANCE OF HIS DUTY.

III.

ASSUMING *ARGUENDO* THAT HEREIN RESPONDENT IS LIABLE THE PENALTY TO BE IMPOSED SHOULD BE TEMPERED AND REDUCED CONSIDERING THAT HE NOTARIZED THE SUBJECT DEED OF SALE IN GOOD FAITH WITHOUT INTENTION TO CAUSE DAMAGE OR INJURY TO ANY PARTY.^[24]

Then, Atty. Ayon-Ayon filed a Supplemental Motion for Reconsideration of Resolution No. XXII-2016-530 dated September 24, 2016^[6]^[25] alleging that the notarized document, in question, pertained only to the Deed which he attached to his answer to the complaint;^[26] that the Deed attached to his answer did not contain any alteration and/or intercalation as against the one submitted by the complainant that contain several intercalations, which were obviously done after its notarization without his knowledge and participation.^[27]

On May 9, 2019, the IBP-BOG issued an Extended Resolution^[28] absolving Atty. Ayon-Ayon of any administrative liability arising from the complaint considering that he performed all acts necessary and consistent with what was required under the Rules on Notarial Practice, *i.e.*, to ascertain the identities of the persons appearing before him prior to his notarization of the Deed, and that the alleged intercalations