

THIRD DIVISION

[A.C. No. 12733, October 14, 2020]

**SPOUSES VIRGINIA AND RAMON ALDEA, COMPLAINANT, VS.
ATTY. RENATO C. BAGAY, RESPONDENT.**

DECISION

ZALAMEDA, J.:

This is a Complaint for Disbarment^[1] filed before the Integrated Bar of the Philippines Commission on Bar Discipline (IBP-CBD) against respondent Atty. Renato C. Bagay (Atty. Bagay) for violations of the Code of Professional Responsibility (CPR) and the 2004 Rules on Notarial Practice (2004 Notarial Rules).

Antecedents

Dominador C. Libang and Maura D. Libang (spouses Libang, collectively) died on 02 June 1996 and 30 September 2000, respectively. They left a parcel of land containing an area of 7,214 square meters with improvements registered under Transfer Certificate of Title (TCT) No. T-5690 located at Limay, Bataan (subject property),^[2] which was in part inherited by their legitimate daughter, complainant Virginia Libang Aldea (Virginia).

Sometime later, Virginia discovered the existence of an Extra-Judicial Settlement of Estate with Sale, purportedly executed by the heirs of spouses Libang, transferring the ownership of the subject property to spouses Enrico and Arlina Datu. It was notarized by Atty. Bagay on 28 May 2010. Consequently, Virginia, assisted by her husband Atty. Ramon Aldea, filed a criminal complaint for estafa through falsification of public documents against respondent and several others before the Office of the City Prosecutor of Balanga City,^[3] as well as the complaint for disbarment against Atty. Bagay.

According to Virginia, the signature as appearing above her printed name in the Extra-Judicial Settlement of Estate with Sale was forged, simulated and falsified, as she was never a party to the document, and did not participate in the signing and execution thereof. She also assailed the community tax certificate bearing her name. Moreover, she maintained that Atty. Bagay acted with malice in notarizing the spurious document, notwithstanding the absence of the affiants therein. Virginia swore that she did not appear and acknowledge the document before Atty. Bagay on 28 May 2010^[4] while Leonida L. Cabulao (Leonida), another heir, was already dead as early as 22 November 1990.^[5]

Atty. Bagay, in response, admitted his notarization on 28 May 2010 of the Extra-Judicial Settlement of Estate with Sale, with Leonida and Virginia, along with a certain Juan D. Libang, as purported affiants. He recorded such document under Doc. No. 75, Page No. 16, Book No. CDCXVI, Series of 2010. He allegedly notarized the document in good faith, and without motive of being a party to the falsity of the document, as he did not know any of the parties therein. He then pointed out that the Office of the City Prosecutor of Balanga City already

absolved him as a conspirator in the criminal complaint for estafa through falsification of public documents since his only participation was the subscription and swearing in of its signatories.^[6]

Report and Recommendation of the IBP-CBD

In its Report and Recommendation, the IBP-CBD found Atty. Bagay administratively liable. It recommended the imposition of the penalties of suspension of six (6) months from the practice of law against respondent, revocation of his present notarial commission, and suspension as a notary public for two (2) years.

The IBP-CBD found that based on the evidence, Atty. Bagay violated Section 12, Rule II and Section 2(b), Rule IV of the 2004 Notarial Rules, as well as the CPR. It did not consider Atty. Bagay's claim of good faith. On the contrary, the IBP-CBD found Atty. Bagay to have seriously neglected his duty as a notary public for failing to verify the identities of the parties to the document he notarized.^[7]

Report and Recommendation of the IBP Board of Governors

In its Resolution^[8] dated 22 March 2018, the IBP Board of Governors (IBP Board) adopted the findings of the IBP-CBD but increased the penalty of suspension from the practice of law to one (1) year.

Ruling of the Court

The Court adopts the recommendations of the IBP Board but modifies the penalty imposed.

Notaries public are constantly reminded that notarization is not an empty, meaningless, and routinary act.^[9] A private document is converted into a public document once it has undergone notarization and makes it admissible in evidence. Consequently, a notarized document is by law, entitled to full faith and credit upon its face; for this reason, notaries public must observe with utmost care the basic requirements in the performance of their duties.^[10]

The responsibility to faithfully observe and respect the legal solemnity of the oath in an acknowledgment or *jurat* is more pronounced when the notary public is a lawyer. A graver responsibility is placed upon him by reason of his solemn oath under the Code of Professional Responsibility to obey the laws and to do no falsehood or consent to the doing of any. He is mandated to the sacred duties appertaining to his office, such duties being dictated by public policy and impressed with public interest. Failing in his duties, he must bear the commensurate consequences.^[11]

In this vein, the 2004 Notarial Rules forbid a notary public to notarize a document unless the signatory thereto is personally present before the notary public at the time of the notarization, and personally known to the notary public or otherwise identified through competent evidence of identity, *viz*:

Rule IV, Section 2. *Prohibitions*. - xxxx

(b) A person shall not perform a notarial act if the person involved as signatory to the instrument or document -

(1) is not in the notary's presence personally at the time of the notarization;