

## **FIRST DIVISION**

**[ A.C. No. 10015 (formerly CBD Case No. 10-2591), June 06, 2019 ]**

**RUBEN S.SIA PETITIONER, V. ATTY. TOMAS A. REYES,  
RESPONDENT.**

### **R E S O L U T I O N**

**DEL CASTILLO, J.:**

This resolves the Petition<sup>[1]</sup> filed under Section 12 (c), Rule 139-B of the Rules of Court assailing the Notice of Resolution<sup>[2]</sup> No. XX-2012-75 dated February 11, 2012 of the Integrated Bar of the Philippines-Board of Governors (IBP-BOG), which dismissed the complaint lodged by petitioner Ruben S. Sia (petitioner) against respondent Atty. Tomas A. Reyes (respondent) for grave misconduct and/or conduct unbecoming of a notary public.

The present administrative case was precipitated by the notarization by respondent of five deeds of absolute sale, allegedly done without the knowledge, consent, and physical presence of the seller therein - the herein petitioner.

#### ***Factual Antecedents***

In his Sworn Statement,<sup>[3]</sup> petitioner averred that, on March 17, 2005, Ruby Shelter Builders and Realty Development Corporation, represented by petitioner as president and duly authorized representative, entered into a Memorandum of Agreement<sup>[4]</sup> (MOA) with Roberto L. Obiedo (Obiedo) and Romeo Y. Tan (Tan). The MOA stipulated among others, that: (1) said corporation acknowledges its indebtedness to Obiedo and Tan in the total amount of P95,700,620.00 covered by real estate mortgages over five parcels of land enumerated therein; (2) Obiedo and Tan allow said corporation to settle the said debt on or before December 31, 2005; (3) said corporation, by way of *dacion en pago*, shall execute deeds of absolute sale over said properties to be uniformly dated January 2, 2006; (4) and, in case of failure to pay said debt within the aforesaid period, Obiedo and Tan may present said deeds to the Register of Deeds for registration. Petitioner claimed that, pursuant to said MOA, he signed five (5) deeds of absolute sale (subject deeds) in favor of Obiedo and Tan over said properties, which were previously mortgaged to the latter, as afore-stated. However, the date of the subject deeds were left blank, and, after petitioner signed the same, Obiedo and Tan took custody of the subject deeds. Prior to the due date for settlement of the said debt, petitioner requested for a meeting with Obiedo and Tan to correct errors in the computation of the amount owed. On January 3 and 4, 2006, negotiations were held but nothing was agreed upon. Hence, he asked for another meeting.

Petitioner further claimed that, thereafter, he learned that the subject deeds were notarized by respondent on January 3, 2006 by supplying entries in the blank spaces without petitioner's knowledge, consent and physical presence. No

notarization took place on January 3, 2006, because on said date the negotiations were still ongoing. Subsequently, petitioner learned that the subject deeds were filed with the Register of Deeds of Naga City for which corresponding titles were issued in the names of Obiedo and Tan. As a result of which, petitioner claimed that he was unlawfully deprived of ownership and possession of said properties and that he caused the filing of appropriate cases in court for annulment of sales and cancellation of titles.

In his Answer,<sup>[5]</sup> respondent countered that, during the notarization of the subject deeds, he personally asked petitioner whether it was his (petitioner's) signature that was affixed on the subject deeds, and whether the execution of the subject deeds was his free and voluntary act, to which questions petitioner replied in the affirmative. To corroborate his claim, respondent submitted the affidavits<sup>[6]</sup> of Atty. Avelino V. Sales, Jr. (Atty. Sales) and Atty. Salvador Villegas, Jr. (Atty. Villegas). In his affidavit, Atty. Sales stated that Obiedo and Tan are his clients; that, on January 3, 2006, Tan requested him to go to Obiedo's office at Robertson Mall, Diversion Road, Naga City; that upon his arrival, he saw Tan, Obiedo and petitioner; that he is one of the instrumental witnesses to the subject deeds and as such could not notarize the same; that Obiedo's retained lawyer, Atty. Villegas, was called upon to notarize the subject deeds, however, Atty. Villegas informed them that his notary commission has just expired last December 31, 2005; that it was suggested that another lawyer, in the person of respondent, be asked to notarize the subject deeds; that respondent came and asked petitioner, whom respondent personally knows, if the signature above his (petitioner's) name in the subject deeds are his; and that petitioner answered in the affirmative. In his affidavit, Atty. Villegas, confirmed the afore-stated narration by Atty. Sales.

In addition, respondent claimed that he was not aware of the MOA executed between petitioner, on the one hand, and Obiedo and Tan, on the other. Respondent also ascribed ill motive on the part of petitioner because of the belated filing of the instant administrative complaint four years and eight months after respondent notarized the subject deeds.

### ***Report and Recommendation of the Investigating Commissioner<sup>[7]</sup>***

The IBP-Commission on Bar Discipline (CBD) recommended that the administrative complaint against respondent be dismissed. It gave credence to the affidavits of Atty. Sales and Atty. Villegas, viz.:

The respondent has in his favor the Affidavit of [Atty. Sales] who stated that [petitioner] was present when the [subject deeds] were notarized by the respondent. Atty. Sales was one of the instrumental witnesses to the [subject deeds].

Respondent has also in his favor the Affidavit of [Atty. Villegas], who stated that [respondent] asked [petitioner if] the signature [appearing above] his x x x name in the [subject deeds] were his. [Petitioner] answered the respondent in the affirmative. Thereafter, [respondent] notarized the [subject deeds in] their presence and in the presence of [petitioner] who earlier affirmed the signatures as appearing in the [subject deeds].