

SECOND DIVISION

[A.C. No. 11396, June 20, 2018]

FRANCO B. GONZALES, COMPLAINANT, VS. ATTY. DANILO B. BAÑARES, RESPONDENT.

DECISION

PERALTA, J.:

This is an administrative complaint which Franco B. Gonzales filed against Atty. Danilo B. Bañares, for allegedly notarizing a Deed of Absolute Sale in violation of the legal requirements for notarization.

The procedural and factual antecedents of the case are as follows:

Gonzales contended that on September 23, 2010, a Deed of Absolute Sale covering three (3) parcels of land was executed between his mother, Lilia Gonzales, as the seller, and Flordeliza Soriano, as the buyer. Surprisingly, the name and signature of his father, Rodolfo Gonzales, were found in the document despite the fact that he was in Irosin, Sorsogon at the time of the supposed signing of the subject document. Gonzales likewise found out that his own name and signature appeared as witness in the document when he was also not present at the time of said signing. He maintained that Bañares knew of these facts but still proceeded with the notarization of the document.

For his part, Bañares denied the accusations against him. The feigned innocence of Gonzales regarding the subject sale and his absence during its execution were belied and proved untrue by affidavits, one of which was executed by his own mother. He was present during the signing of the deed of sale as an instrumental witness, wrote his name, and affixed his signature in the presence of the contracting parties. Also, Bañares claimed that Rodolfo actually pre-signed the document to manifest his conformity as the seller's husband, but not as co-owner of the property.

On December 14, 2014, the Commission on Bar Discipline of the Integrated Bar of the Philippines (*IBP*) recommended the suspension of Bañares from his Commission as Notary Public for a period one (1) year.^[1] On November 28, 2015, the IBP Board of Governors passed Resolution No. XXII-2015-94,^[2] which modified the Investigating Commissioner's findings of fact and recommendation, hence:

RESOLVED to MODIFY the findings of facts and the recommended penalty of suspension of commission as Notary Public for one (1) year by the Investigating Commissioner and impose a stiffer penalty of six (6) months suspension from the practice of law, immediate revocation of commission as Notary Public, and disqualification for two (2) years as Notary Public against Atty. Danilo B. Bañares.

The Court's Ruling

The Court upholds the findings and recommendations of the IBP that Bañares should be held liable for the questioned act.

Well-settled is the rule that notarization is the act that ensures the public that the provisions in the document express the true agreement between the parties. Transgressing the rules on notarial practice sacrifices the integrity of notarized documents. The notary public is the one who assures that the parties appearing in the document are indeed the same parties who executed it. This obviously cannot be achieved if the parties are not physically present before the notary public acknowledging the document since it is highly possible that the terms and conditions favorable to the vendors might not be included in the document submitted by the vendee for notarization. Worse, the possibility of forgery becomes real.^[3] It should be noted that a notary public's function should not be trivialized; a notary public must always discharge his powers and duties, which are impressed with public interest, with accuracy and fidelity, and with carefulness and faithfulness. Notaries must at all times inform themselves of the facts they certify to. And most importantly, they should not take part or allow themselves to be part of illegal transactions.^[4]

The Court cannot over-emphasize that notarization is not an empty, meaningless, routinary act. Notarization is invested with substantive public interest, such that only those who are qualified or authorized may act as notaries public.^[5]

Here, the evidence on record highly suggest that Rodolfo was not present at the time of the execution of the Deed of Absolute Sale on September 23, 2010. There is no documentary or testimonial evidence that would prove that, together with the parties and the other witnesses to the document, he was present and personally affixed his signature on the deed before Bañares.

Moreover, it is interesting to note that Bañares himself declared that Rodolfo merely "pre-signed" the document "to manifest his conformity as the seller's husband, but not as the co-owner of the property." Such admission is contrary to his certification in the Acknowledgment of the Deed that Rodolfo Gonzales "personally appeared before him on September 23, 2010, known to him and to him known to be the same individual who executed the instrument and acknowledged that the same is his free act and voluntary deed." Rodolfo's absence at the time and place of the execution of the subject deed is made even more manifest by the lack of mention of his presence in the affidavits of the other parties to said deed.

Notarization of documents ensures the authenticity and reliability of a document. It converts a private document into a public one, and renders it admissible in court without further proof of its authenticity. Courts, administrative agencies, and the public at large must be able to rely upon the acknowledgment executed by a notary public and appended to a private instrument. It is not an empty routine; on the contrary, it engages public interest in a substantial degree and the protection of that interest requires preventing those who are not qualified or authorized to act as notaries public from imposing upon the courts, administrative offices, and the public.^[6]