

EN BANC

[A.C. No. 11543, September 26, 2017]

**SUSAN BASIYO, AND ANDREW WILLIAM SIMMONS,
COMPLAINANTS, V. ATTY. JOSELITO C. ALISUAG, RESPONDENT.**

DECISION

PERALTA, J.:

The instant case sprung from a complaint which Susan Basiyo and Andrew William Simmons filed against respondent Atty. Joselito C. Alisuag, for alleged deceit, falsification, and malpractice, in violation of the Code of Professional Responsibility.

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

Complainants Basiyo and Simmons, who are common-law husband and wife, put up a pension house called "*Rose Place*" located in Puerto Princesa, Palawan. Thereafter, they started looking for a piece of land since they needed a bigger place. That was the time when they met Alisuag, who recommended a lot in Bacungan. He told complainants that the vendors, Rogelio Garcia and Rosalina Talorong, had the full right to dispose of the same although the property was in the name of one Alejandro Castillo.

On January 12, 2008, Alisuag prepared and notarized a Deed of Absolute Sale covering the subject property with an area of 32,897 square meters for the total purchase price of P1,973,820.00. Basiyo signed said document as the Vendee. Previously, Alisuag also signed an Agreement dated January 12, 2008 between Basiyo and the same vendors, for the same purchase price. Said Agreement, however, was not duly notarized. For brokering the sale, and preparing and notarizing the documents, Alisuag received one percent (1%) of the total purchase price. Complainants likewise gave him P150,000.00 for capital gains tax, P70,000.00 for estate tax, P10,000.00 for publication, and P5,000.00 for documentary stamp tax. Also, since complainants were intending to use the property for business purposes, Alisuag offered to make for them an Environmental Impact Study for a Wildlife Permit, for the amount of P300,000.00, and to file an application for said permit for another P300,000.00. Complainants, however, not only failed to get the title to the property, but were likewise subjected to a criminal charge by Trinidad Ganson, who claimed real ownership over the land. Thus, complainants gave Alisuag P40,000.00 for the filing of their counter-affidavit in said case and P10,000.00 for the filing of a civil case against Ganson.

After several months and attempts to contact Alisuag, complainants were still unable to acquire the title and fence the purchased lot, the environmental study and wildlife permit remained unaccomplished, and no case was filed against Ganson. They then decided to consult another lawyer and told Alisuag's wife that they wanted an accounting of the expenses and return of any remaining money given in connection with the sale. After consulting their new lawyer, complainants discovered that no

estate tax was paid, only P25,001.00 was paid for capital gains tax, and the purchase price was merely P120,000.00, as shown in the Bureau of Internal Revenue (BIR) Certificate Authorizing Registration and in the copy of the *Pagbabagong Labas sa Hukuman na May Bilihang Gawa o Lubusan sa Isang Bahaging Pirasong Lupa*, which Alisuag notarized and the Palawan Mirror published. They also found out that Alisuag did not present the document to the National Commission of Indigenous Peoples for approval, as required under the law since the vendors are native Tagbanuas. The vendors likewise informed complainants that they only received P300,000.00 as payment for the property. Lastly, they learned that the vendors were not the only heirs of the registered owner, Castillo. Thus, they incurred additional expenses when they had to enter into an Amended Extra-Judicial Settlement of Castillo's estate with the latter's other heirs. Hence, complainants filed a complaint against Alisuag.

For his part, Alisuag denied complainants' accusations. He contended that he was not part of the group of brokers who convinced Simmons to purchase the property. On January 19, 2008, the vendors Garcia and Talorong came to his office with an Extra-Judicial Partition and simultaneous sale written in Tagalog. He then reminded them that they had already signed a previous Deed of Sale with complainants. The vendors, however, told him that the new Deed of Sale reflected the real intention of the parties. Thus, Alisuag notarized the same. He also claimed that he had been actively handling the cases and proceedings covering the lot, including the case initiated by Ganzon, until complainants terminated his services as their counsel. He likewise claimed that the payment of the required taxes over the sale of the property was handled by the brokers and he denied any participation in the same. Complainants never demanded, formally or informally, for the return or accounting of any money. The first time that he came across said issue was when the affidavit complaint was sent to him.

On January 21, 2011, the Commission on Bar Discipline of the Integrated Bar of the Philippines (IBP-CBD) recommended that the administrative complaint against Alisuag be dismissed for lack of merit.^[1] It ratiocinated that Alisuag's act of notarizing a subsequent deed of sale presented to him by the vendors did not constitute deceit; he was merely performing his duties as a notary public. On December 29, 2012, however, the IBP Board of Governors passed Resolution No. XX-2012-594,^[2] which reversed the recommendation of the IBP-CBD, and found Alisuag guilty of deceit and falsification, and ordered his suspension from the practice of law for two (2) years, thus:

*RESOLVED to REVERSE, as it is hereby unanimously REVERSED the Report and Recommendation of the Investigating Commissioner in the above-entitled case, herein made part of this Resolution as Annex "A, " and finding Respondent guilty of deceit and falsification, Atty. Joselito C. Alisuag is hereby **SUSPENDED** from the practice of law for two (2) years.*

On July 28, 2016, the IBP Board of Governors consequently issued an Extended Resolution.

The Court's Ruling

The Court finds no cogent reason to depart from the findings and recommendations of the IBP Board of Governors.