Republic of the Philippines
Supreme Court
Office of the Court Administrator
Manila

OCA CIRCULAR NO. 137-2004

TO : THE COURT OF APPEALS, SANDIGANBAYAN, COURT OF TAX APPEALS, REGIONAL TRIAL COURTS, SHARI'A DISTRICT COURTS, METROPOLITAN TRIAL COURTS, MUNICIPAL TRIAL COURTS IN CITIES, MUNICIPAL TRIAL COURTS, MUNICIPAL CIRCUIT TRIAL COURTS, SHARI'A CIRCUIT COURTS, THE OFFICE OF THE STATE PROSECUTOR, PUBLIC ATTORNEY'S OFFICE AND THE INTEGRATED BAR OF THE PHILIPPINES

SUBJECT : SUSPENSION FROM THE PRACTICE OF LAW AND DISQUALIFICATION FROM REAPPOINTMENT AS NOTARY PUBLIC FOR TWO (2) YEARS OF ATTY. ROMEO M. FLORES

For the information and guidance of all concerned, quoted hereunder is the Decision of the Third Division dated July 30, 2004 in Administrative Case No. 6040 entitled "Zenaida Gonzales Serzo vs. Atty. Romeo M. Flores", to wit:

> "A complaint for disbarment[1] subject of the present decision was filed by Zenaida Gonzales Serzo (complainant) against Atty. Romeo M. Flores (respondent) arising from his notarization of a November 28, 2000 Deed of Absolute Sale[2] covering a 7,500 square meter parcel of land situated in Cardona, Rizal, owned by complainant's father Neybardo Gonzales y Villaluna (Gonzales) who had earlier died on October 16, 2000.
>
> In the Deed of Absolute Sale notarized by respondent, the deceased Gonzales purportedly sold the land to one Yolanda dela Cruz (Yolanda) whose signature, as well as that of Gonzales, appears thereon. Below the signatures of Gonzales and Yolanda appear the following entries:
>
> With my marital consent
>
> by: AGLaureno (Signed)
> Maura Villarina
> (daughter [of Gonzales])

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[1] *Rollo* at 1-5.
[2] *Id.* at 10-11.

SIGNED IN THE PRESENCE OF:

1. Eufemia Gonzales (Signed) (witness)

2. Redentor Panguito (Signed) (witness)[3]

Gonzales' wife Maura Villarina who, as indicated in the above-quoted entries appearing in the deed, purportedly gave her marital consent thereto, had as one of the date of the execution of the deed long been dead.

Aside from the present disbarment complaint, the execution of the document spawned the filing of a criminal charge[4] for falsification of public document against complainant's sister Amelia Gonzales Laureno who signed as "AGLaureno" in the document on behalf of their mother Maura Villarina, as well as against the alleged vendee Yolanda and the two witnesses.

Respondent does not deny having notarized the document. In paragraph 10 of his Answer[5] to the Complaint, he alleges that while the parties to the document, "especially [the vendee] Yolanda dela Cruz who is known or familiar to the staff of respondent['s] office, had previous records of executed instruments and documents relating to the land subject of the complaint . . . , the person of the VENDOR may have not been disclosed to the respondent and instead, confused respondent with another person purporting to be the vendor, thus, faking the presence of the VENDOR and allowing the entry of said date, November 28, 2000 as the date of acknowledgment."

Respondent asserts though that it has been his practice "to ask the presence of the person of the parties in case of contract and the person of the seller in case of a deed of sale/absolute sale in accordance with the provisions of the Notarial Law," as well as to ask for a document of identification, "usually a residence certificate, now community tax certificate[,] and if they don't have any of said paper, respondent requires the parties or the seller to secure the community tax certificate in the municipality where they are residents or at least present identification card, passport, driver's license and the like."

Respondent, in a discordant note, alleges that he could no longer recall the names and the "persons/parties" to the Deed of Absolute Sale as they are not familiar to him and "considering that the document was notarized almost two (2) years ago."

Concluding that the complaint "fails to state a cause of action" against him, respondent prays for its dismissal.

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[3] *Id.* at 10.
[4] *Id.* at 12-13.
[5] *Id.* at 21-25.

After the parties submitted their respective position papers, the Integrated Bar of the Philippines (IBP) Commission on Bar Discipline, before which the present complaint was filed, forwarded to this Court its Notice of Resolution[6] stating that on March 22, 2003 the Board of Governors of the IBP approved and adopted the Report and Recommendation of the Investigating Commissioner[7] finding respondent guilty of negligence in the performance of his duty as notary public "by failing to establish the identity of the person appearing before him."

In brushing aside respondent's claim that the person who appeared before him as the vendor Gonzales misled him into believing that he was Gonzales, the IBP took into account the fact that respondent had previously notarized documents executed by Gonzales during his lifetime, a list of which documents was submitted by complainant.[8]

This Court finds the recommendation of the IBP to fault respondent well taken.

By respondent's own admission, the parties to the Deed of Absolute Sale "had previous records of instruments and documents" which he had notarized. Given that, respondent ought to have quite known the person of Gonzales. Yet, he readily notarized the document, certainly in the absence of Gonzales who had by then already dead.

As priorly reflected above, respondent, in a stroke of contradiction, claimed that "the person of the VENDOR may have not been disclosed to [him] and instead confused [him] with another person." Such proffered excuse betrays respondent's callous disregard for his responsibilities as a notary public and as a lawyer. In this connection, it is never trite to repeatedly remind notaries public of the importance attached to the act of notarization.

> [For] [n]otarization is not an empty, meaningless, routinary act, it is invested with substantive public interest, such that only those who are qualified or authorized may act as notaries public. . . .
>
> For this reason notaries public must observe with utmost care the *basic requirements* in the performance of their duties. Otherwise, the confidence of the public in the integrity of this form of conveyance would be undermined. Hence *a notary public should not notarize a document unless the persons who signed the same are the very same persons who executed and personally appeared before him to attest to the contents and truth of what are stated therein*. . . (Italics and underscoring in the original)[9]

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[6] *Id.* at 75.
[7] *Id.* at 76-79.
[8] *Id.* at 45-48.
[9] *Fulgencio v. Martin*, 403 SCRA 216, 220-221 (2003).

Having, by his act, undermined the confidence of the public on notarial documents and breached Canon 1 of the CODE OF PROFESSIONAL RESPONSIBILITY which mandates that

> CANON 1 – A LAWYER SHALL UPHOLD THE CONSTITUTION, OBEY THE LAWS OF THE LAND AND PROMOTE RESPECT FOR LAW AND LEGAL PEOCESSES,

more particularly Rule 1.01 thereof which enjoins a lawyer not to engage in unlawful, dishonest, immoral or deceitful conduct, respondent must indeed be faulted.

WHEREFORE, the notarial commission, if still extant, of respondent Atty. Romeo M. Flores is, for violation of the Notarial Law and the Code of Professional Responsibility, **REVOKED** and he is **DISQUALIFIED** from reappointment as Notary Public for a period of two (2) years.

Respondent is **SUSPENDED** from the practice of law also for a period of two (2) years, effective immediately. He is **DIRECTED** to report the date of his receipt of this Decision to enable this Court to determine when his suspension shall have taken effect.

Let copies of this Decision be furnished the Office of the Bar Confidant and the Integrated Bar of the Philippines.

SO ORDERED."

Copy of the decision was received by respondent on September 7, 2004, as shown by Registry Return Receipt No. 26666.

19 November 2004.

PRESBITERO J. VELASCO, JR.
Court Administrator

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