



Republic of the Philippines
Supreme Court
Manila

EN BANC

SPOUSES EDUARDO G.
GACUYA and CARIDAD
ROSARIO GACUYA,
Complainants,

A.C. No. 8840
[Formerly CBD Case No. 11-3121]

Present:

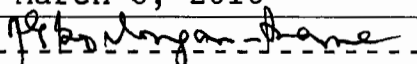
SERENO, C.J.,
CARPIO,
VELASCO, JR.,
LEONARDO-DE CASTRO,
BRION,*
PERALTA,
BERSAMIN,
DEL CASTILLO,
PEREZ,
MENDOZA,
REYES,
PERLAS-BERNABE,
LEONEN,
JARDELEZA, and
CAGUIOA, JJ.

- versus -

Promulgated:

ATTY. REYMAN A. SOLBITA,
Respondent.

March 8, 2016

x -----  ----- x

DECISION

PER CURIAM:

Before us is a Complaint for Disbarment filed by the Spouses Eduardo and Caridad Gacuya (*Spouses Gacuya*) against respondent Atty. Reyman A. Solbita (*Atty. Solbita*), docketed as A.C. No. 8840 for notarizing documents without a valid notarial commission.

The facts are as follows:

* On leave.

On February 21, 2006, the Spouses Gacuya went to the residence of Atty. Solbita at Bulanao, Tabuk City, Kalinga to request legal assistance for the purpose of drafting and notarizing a deed of sale of a parcel of land covered by Transfer Certificate of Title No. T-5925.

The deed of sale involving the subject parcel of land was then executed and signed by the Spouses. Gacuya, as sellers, and the Spouses Fernando S. Gonzales, Jr. and Marivic P. Gonzales (*Spouses Gonzales*), as buyers. Standing as witnesses to the deed were Angelo Sanchez and Melanie Balbino who likewise affixed their signatures thereon. The total consideration is One Million Two Hundred Thousand Pesos (₱1,200,000.00), but what was reflected in the Deed of Sale was only the amount of One Hundred Thousand Pesos (₱100,000.00) to save on the capital gains tax.

Atty. Solbita then suggested that he will antedate the notarization of the deed of sale to December 31, 2005 since his Notarial Commission already expired and he was still in the process of renewing the same for the year 2006. However, Marivic Gonzales insisted that the instrument be notarized on the date it was executed to avoid penalties or surcharges by the Bureau of Internal Revenue (*BIR*) for late payment of capital gains tax. The contracting parties agreed and consented. Consequently, Atty. Solbita notarized the Deed of Sale on February 21, 2006, the date it was executed by the contracting parties and entered it as Doc. No. 440, Page No. 88, Page No. X (sic); Series of 2006 despite an expired notarial commission.

On February 22, 2006, the Spouses Gonzales completed the transfer of title of the subject lot in their favor with the issuance of Transfer Certificate of Title No. T-17611.

The Spouses Gacuya, on the other hand, used the proceeds of the sale of the property to pay their mortgaged debt with the Development Bank of the Philippines (*DBP*) which was already past due and subject to foreclosure, and thus, they were able to redeem the mortgaged property covered by Original Certificate of Title No. P-5215, situated in Poblacion, Tabuk, Kalinga.

Three (3) days from the execution and signing of the Deed of Sale, Eduardo Gacuya (*Gacuya*) went to Atty. Solbita carrying with him a Philippine National Bank (*PNB*) Manager's Check in the amount of One Million Two Hundred Thousand Pesos (₱1,200,000.00) and offered to return the money to the Spouses Gonzales because there was another buyer willing to buy the property at a higher price. However, the Spouses Gonzales did not

accept the PNB Manager's Check in the amount of ₱1,200,000.00 and explained that the contract of sale was already consummated and that the property was already transferred to their name.

On April 11, 2006, Gacuya filed an action for declaration of nullity of documents, recovery of ownership and title with tender of payment, consignment and damages, before the Regional Trial Court of Bulanao, Tabuk City, Kalinga, Branch 25, entitled “*Eduardo G. Gacuya v. Spouses Fernando S. Gonzales, Jr. and Marivic Pagaduan Gonzales*”, docketed as Civil Case No. 641.

Atty. Solbita alleged that Gacuya asked him to testify in his favor against the Spouses Gonzales, but he declined as he viewed the same to be unfair to the latter and he did not want to lie in court in violation of his lawyer's oath.

On October 28, 2009, the court *a quo*, in its Decision,¹ dismissed the complaint for insufficiency of evidence. The subsequent motion for reconsideration was, likewise, denied.

Thus, the instant petition for disbarment filed by the Spouses Gacuya against Atty. Solbita for alleged untruthful statement of facts in the subject deed of sale and for notarizing the same despite an expired notarial commission.²

On June 6, 2011, the Court required Atty. Solbita to file his Comment on the petition for disbarment, and referred the instant case to the Integrated Bar of the Philippines for investigation, report and recommendation.³

In his Comment⁴ dated March 14, 2011, Atty. Solbita denied that he made untruthful statements in the deed of sale and alleged that the same were baseless. He claimed that he had neither interest on the subject property nor any motive so as to induce him to falsify or make untruthful statements to the detriment of the Spouses Gacuya. By way of defense, Atty. Solbita claimed that he informed the parties of his expired notarial commission as, in fact, he suggested to antedate the deed of sale to December 31, 2005. Atty. Solbita surmised that the Spouses Gacuya filed the instant petition for disbarment in order to get back at him due to the

¹ *Rollo*, pp. 28-68.

² *Id.* at 1-5.

³ *Id.* at 72.

⁴ *Id.* at 16-24.

unfavorable decision in Civil Case No. 641 which the latter filed against the Spouses Gonzales.

On April 10, 2012, the Integrated Bar of the Philippines-Commission on Bar Discipline (*IBP-CBD*) found Atty. Solbita administratively liable for notarizing a deed of sale despite his expired notarial commission. It recommended that Atty. Solbita be reprimanded for violation of the lawyer's oath with stern warning that any repetition of the same or similar offense shall be dealt with more severely.

In Notice of Resolution No. XXI-2013-42 dated August 31, 2013, the IBP-Board of Governors adopted and approved *with modification* the Report and Recommendation of the IBP-CBD. Instead, Atty. Solbita was reprimanded and his notarial commission was revoked. He was further disqualified for reappointment as notary public for a period of one (1) year with stern warning that repetition of the same act shall be dealt with more severely.

We concur with the findings, except as to the penalty imposed by the IBP-CBD and the Board of Governors.

Time and again, we have held that notarization of a document is not an empty act or routine. “It is invested with substantive public interest, such that only those who are qualified or authorized may act as notaries public. Notarization converts a private document into a public document, thus, making that document admissible in evidence without further proof of its authenticity. A notarial document is by law entitled to full faith and credit upon its face. 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.”⁵ “For this reason, notaries public must observe with the 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.”⁶

In the instant case, Atty. Solbita's guilt of violating the notarial law is undisputed as he readily admitted that he had actually made the unauthorized notarization despite an expired notarial commission. Indeed, Atty. Solbita's defense of voluntary disclosure to the parties of the fact that his notarial commission has expired cannot exonerate him from the present administrative sanctions. “The act of notarizing without the necessary commission is not merely a simple enterprise to be trivialized. So much so

⁵ *Bernardo v. Atty. Ramos*, 433 Phil. 8, 15-16 (2002).

⁶ *Arrieta v. Llosa*, 346 Phil. 932, 937 (1997).

that one who stamps a notarial seal and signs a document as a notary public without being so authorized may be haled to court not only for malpractice but also for falsification.”⁷

It must be emphasized anew that “where the notarization of a document is done by a member of the Philippine Bar at a time when he has no authorization or commission to do so, the offender may be subjected to disciplinary action. For one, performing a notarial act without such commission is a violation of the lawyer’s oath to obey the laws, more specifically, the Notarial Law. Then, too, by making it appear that he is duly commissioned when he is not, he is, for all legal intents and purposes, indulging in deliberate falsehood, which the lawyer’s oath similarly proscribes. These violations fall squarely within the prohibition of Rule 1.01 of Canon 1 of the Code of Professional Responsibility, which provides: ‘A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.’”⁸ By acting as a notary public without the proper commission to do so, the lawyer likewise violates Canon 7 of the same Code, which directs every lawyer to uphold at all times the integrity and dignity of the legal profession.

All told, Atty. Solbita cannot escape from disciplinary action in his capacity as a notary public and as a member of the Philippine Bar. By his unauthorized notarization, he clearly fell miserably short of his obligation under Canon 7 of the Code of Professional Responsibility, which directs every lawyer to uphold at all times the integrity and dignity of the legal profession.

In a number of cases, the Court has subjected lawyers to disciplinary action for notarizing documents outside their territorial jurisdiction or with an expired commission. In the case of *Zoreta v. Atty. Simpliciano*,⁹ the respondent was likewise suspended from the practice of law for a period of two (2) years and was permanently barred from being commissioned as a notary public for notarizing several documents after the expiration of his commission. In *Nunga v. Atty. Viray*,¹⁰ a lawyer was suspended by the Court for three (3) years for notarizing an instrument without a commission. In the case of *Judge Laquindanum v. Atty. Quintana*,¹¹ the Court suspended a lawyer for six (6) months and was disqualified from being commissioned as notary public for a period of two (2) years because he notarized documents outside the area of his commission, and with an expired commission.

⁷ *Manzano v. Atty. Soriano*, 602 Phil. 419, 425 (2009).

⁸ *Almazan, Sr. v. Atty. Suerte-Felipe*, A.C. No. 7184, September 17, 2014, 735 SCRA 230, 235-236, citing *Tan Tiong Bio v. Atty. Gonzales*, 557 Phil. 496 (2007), citing *Nunga v. Atty. Viray*, 336 Phil. 155, 161 (1999).

⁹ 485 Phil. 395 (2004).

¹⁰ 366 Phil. 155, 162 (1999).

¹¹ 608 Phil. 727, 739 (2009).


It should be emphasized anew that the Court will not tolerate lawyers who would dare violate the notarial law and fail to observe and comply their sworn duties and responsibilities as members of the Bar and as notary public but, will likewise mete a heavier penalty to those found guilty thereof.

Corollary, following the recent ruling in *Maria Fatima Japitana v. Atty. Sylvester C. Parado*¹² wherein the Court held that for failing to perform the duties and responsibilities expected of a notary public and a lawyer, the imposition of a heavier sanction upon the erring lawyer was in order, we, thus, find that the IBP Board of Governors' recommended penalty should be increased to suspension from the practice of law for two (2) years and permanent disqualification from becoming a notary public.

WHEREFORE, this Court **ADOPTS** the findings of the Integrated Bar of the Philippines-Commission on Bar Discipline, but hereby **MODIFIES** the penalty recommended by the Board of Governors. The notarial commission of **Atty. Reyman A. Solbita**, if still existing, is hereby **REVOKED**, and he is **PERMANENTLY BARRED** from being commissioned as notary public, effective upon receipt of the copy of this decision. He is also **SUSPENDED** from the practice of law for a period of two (2) years effective immediately, with a **WARNING** that a repetition of a similar violation will be dealt with even more severely. He is **DIRECTED** to report the date of his receipt of this Decision to enable this Court to determine when his suspension shall take effect.

Let a copy of this decision be entered in the personal records of respondent as a member of the Bar, and copies furnished the Office of the Bar Confidant, the Integrated Bar of the Philippines, and the Office of the Court Administrator, for circulation to all courts in the country.

SO ORDERED.



MARIA LOURDES P. A. SERENO
Chief Justice

¹² A.C. No. 10859, January 26, 2016.

WE CONCUR:



ANTONIO T. CARPIO
Associate Justice

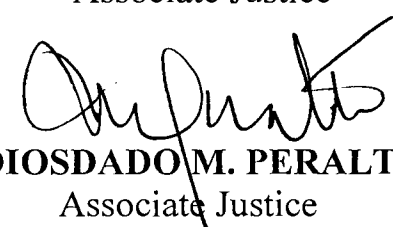


PRESBITERO J. VELASCO, JR.
Associate Justice

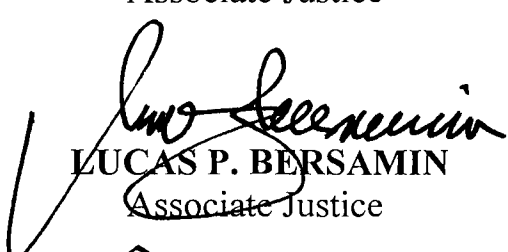


TERESITA J. LEONARDO-DE CASTRO
Associate Justice

On leave
ARTURO D. BRION
Associate Justice



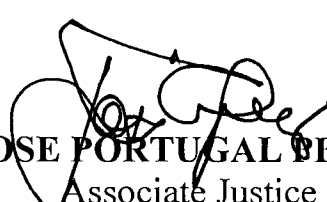
DIOSDADO M. PERALTA
Associate Justice



LUCAS P. BERSAMIN
Associate Justice



MARIANO C. DEL CASTILLO
Associate Justice



JOSE PORTUGAL PEREZ
Associate Justice



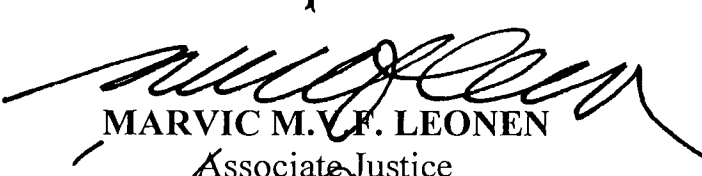
JOSE CATRAL MENDOZA
Associate Justice




BIENVENIDO L. REYES
Associate Justice



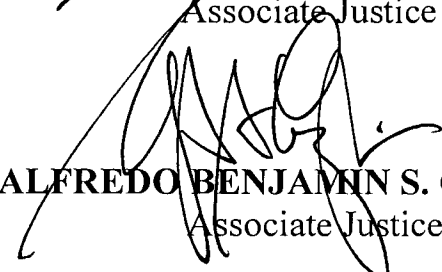
ESTELA M. PERLAS-BERNABE
Associate Justice



MARVIC M.V.F. LEONEN
Associate Justice



FRANCIS H. JARDELEZA
Associate Justice



ALFREDO BENJAMIN S. CAGUIOA
Associate Justice