



Republic of the Philippines
Supreme Court
 Manila

SUPREME COURT OF THE PHILIPPINES
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FIRST DIVISION

RUBEN S. SIA
Petitioner,

A.C. No. 10015
(formerly CBD Case No. 10-2591)

Present:

- versus -

BERSAMIN, C.J.,
DEL CASTILLO,
JARDELEZA,
GESMUNDO, and
CARANDANG,* JJ.

ATTY. TOMAS A. REYES,
Respondent.

Promulgated:

JUN 06 2019

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RESOLUTION

DEL CASTILLO, J.:

This resolves the Petition¹ filed under Section 12 (c), Rule 139-B of the Rules of Court assailing the Notice of Resolution² 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,³ 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

* On official leave.

¹ *Rollo*, pp. 103-109.

² *Id.* at 70; penned by Acting National Secretary Nasser A. Marohomsalic.

³ *Id.* at 5-7.

Agreement⁴ (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 ₱95,700,620.00 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,⁵ 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 affidavits⁶ 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

⁴ Id. at 8-11.

⁵ Id. at 50-56.

⁶ Id. at 59-62.

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 Commissioner⁷***

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].

Moreover, [petitioner] did not challenge the authenticity of his signatures in [the subject deeds]. It is emphasized that [petitioner] filed this administrative suit belatedly or after four years and eight months after respondent notarized the [subject deeds] on January 3, 2006.⁸ (Emphasis supplied)



⁷ Id. at 71-73; penned by Commissioner Salvador B. Hababag.

⁸ Id. at 72.

Resolution of the IBP-BOG

The IBP-BOG resolved⁹ to adopt and approve the aforesaid findings and recommendation. Petitioner filed a motion for reconsideration, which was denied by the IBP-BOG in its April 5, 2013 Resolution.¹⁰

Hence, this Petition.

Issue

Whether respondent is administratively liable for grave misconduct and conduct unbecoming of a notary public.

Our Ruling

The Court adopts the findings and recommendation of the IBP-BOG.

Petitioner contends that, on December 27, 2005, before the aforesaid debt became due on December 31, 2005, he requested a meeting with his creditors, Obiedo and Tan, to settle some misunderstanding with respect to the computation of interest on the debt. On January 3, 2006, at around 2:00 p.m., he went to Obiedo and Tan's office at 2nd Floor, Robertson Mall Building, Roxas Avenue, Diversion Road, Naga City for said meeting where he met respondent, together with Obiedo, Tan, Atty. Sales and Atty. Villegas. He went there not for the purpose of having the subject deeds notarized, but in order to negotiate with Obiedo and Tan. According to petitioner, when respondent asked him (petitioner) whether the signature in the subject deeds were his, petitioner was not apprised that respondent was about to notarize the subject deeds. Petitioner claims that respondent merely casually inquired about the subject deeds, and petitioner was unaware that respondent would later notarize the subject deeds.

In his Comment, respondent counters that the subject deeds were properly notarized in the presence of petitioner and after respondent asked him (petitioner) whether the signature in the subject deeds were his. Respondent reiterates that the instant complaint is a vindictive scheme. After the notarization of the subject deeds on January 3, 2006, petitioner filed criminal and civil cases against respondent. However, the instant administrative complaint was filed by petitioner against respondent only after four years and eight months from said notarization indicating that it was a mere afterthought. Respondent further avers that the

⁹ Id. at 70.


¹⁰ Id. at 96.

affidavits of Atty. Sales and Atty. Villegas sufficiently corroborate respondent's claim that the subject deeds were properly notarize.

In a long line of cases,¹¹ the Court has repeatedly held that the burden of proof in disbarment and suspension proceedings lies with the complainant. The Court will exercise its disciplinary power over members of the Bar if, and only if, the complainant successfully shows that the charges against the respondent has been convincingly established by clearly preponderant evidence. The serious consequences that flow from disbarment or suspension of a lawyer must call for the production or presentation of clear, convincing, and preponderant evidence. It is axiomatic that the law presumes that an attorney is innocent of the charges against him, until the contrary is proven.

The Court notes that, in his Petition before this Court, petitioner admits that on January 3, 2006, he met Obiedo and Tan along with respondent, Atty. Sales and Atty. Villegas; and that, during said meeting, respondent casually asked him (petitioner) whether the signature in the subject deeds were his. However, petitioner claims that he was not apprised that respondent was about to notarize the subject deeds. In effect, petitioner admits that he appeared before respondent and acknowledged his signature in the subject, but denied that he consented to the notarization of the subject deeds for the purpose of the meeting was to renegotiate his debt with Obiedo and Tan and not to notarize the subject deeds.

The Court agrees with the IBP that petitioner has failed to establish, with the requisite degree of proof, that the subject deeds were notarized without his consent, knowledge and physical presence. Petitioner admits his physical presence before respondent on January 3, 2006, but denies he gave his consent to the notarization. Except for his bare allegation that he did not give his consent to the notarization of the subject deeds, petitioner failed to adduce sufficient proof to establish his alleged lack of consent. Moreover, petitioner did not explain why it took him four years and eight months to complain about the alleged spurious notarization of the subject deeds. His inaction or delay for such a considerable period of time casts doubt not only upon his motive or sincerity, but also upon the validity or truth of his claim.

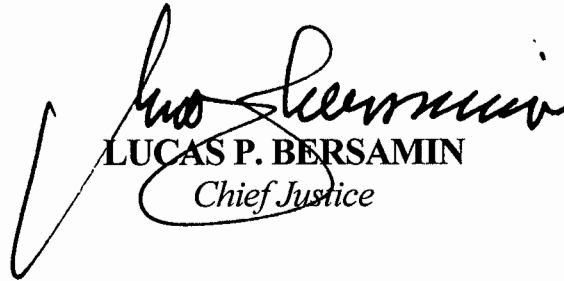
WHEREFORE, premises considered, the Court **ACCEPTS** and **ADOPTS** the findings and recommendation of the Integrated Bar of the Philippines-Board of Governors. Accordingly, the Complaint against respondent Atty. Tomas A. Reyes is **DISMISSED** for lack of merit. 

¹¹ *Lanuza v. Atty. Magsalin III*, 749 Phil. 104 (2014); *Atty. Villamor, Jr. v. Atty. Santos*, 759 Phil. 1 (2015); *Coronel v. Fortun*, A.C. No. 9630, June 5, 2017; *Arsenio v. Tabuzo*, A.C. No. 8658, April 24, 2017, 824 SCRA 45.

SO ORDERED.


MARIANO C. DEL CASTILLO
Associate Justice

WE CONCUR:


LUCAS P. BERSAMIN
Chief Justice


FRANCIS H. JARDELEZA
Associate Justice


ALEXANDER G. GESMUNDO
Associate Justice

(On official leave)
ROSMARI D. CARANDANG
Associate Justice