

THIRD DIVISION

[A.C. NO. 5838, January 17, 2005]

**SPOUSES BENJAMIN SANTUYO AND EDITHA SANTUYO,
COMPLAINANTS, VS. ATTY. EDWIN A. HIDALGO, RESPONDENT.**

R E S O L U T I O N

CORONA, J.:

In a verified complaint-affidavit dated September 18, 2001,^[1] spouses Benjamin Santuyo and Editha Santuyo accused respondent Atty. Edwin A. Hidalgo of serious misconduct and dishonesty for breach of his lawyer's oath and the notarial law.

Complainants stated that sometime in December 1991, they purchased a parcel of land covered by a deed of sale. The deed of sale was allegedly notarized by respondent lawyer and was entered in his notarial register as Doc. No. 94 on Page No. 19 in Book No. III, Series of 1991. Complainant spouses averred that about six years after the date of notarization, they had a dispute with one Danilo German over the ownership of the land. The case was *estafa* through falsification of a public document.

During the trial of the case, German presented in court an affidavit executed by respondent denying the authenticity of his signature on the deed of sale. The spouses allegedly forged his notarial signature on said deed.^[2]

According to complainants, respondent overlooked the fact that the disputed deed of sale contained all the legal formalities of a duly notarized document, including an impression of respondent's notarial dry seal. Not being persons who were learned in the technicalities surrounding a notarial act, spouses contended that they could not have forged the signature of herein respondent. They added that they had no access to his notarial seal and notarial register, and could not have made any imprint of respondent's seal or signature on the subject deed of sale or elsewhere.^[3]

In his answer^[4] to the complaint, respondent denied the allegations against him. He denied having notarized any deed of sale covering the disputed property. According to respondent, he once worked as a junior lawyer at Carpio General and Jacob Law Office where he was asked to apply for a notarial commission. While he admitted that he notarized several documents in that office, these, however, did not include the subject deed of sale. He explained that, as a matter of office procedure, documents underwent scrutiny by the senior lawyers and it was only when they gave their approval that notarization was done. He claimed that, in some occasions, the secretaries in the law firm, by themselves, would affix the dry seal of the junior associates on documents relating to cases handled by the law firm. Respondent added that he normally required the parties to exhibit their community tax certificates and made them personally acknowledge the documents before him as notary public. He would have remembered complainants had they actually

appeared before him. While he admitted knowing complainant Editha Santuyo, he said he met the latter's husband and co-complainant only on November 5, 1997, or about six years from the time that he purportedly notarized the deed of sale. Moreover, respondent stressed that an examination of his alleged signature on the deed of sale revealed that it was forged; the strokes were smooth and mild. He suspected that a lady was responsible for forging his signature.

To further refute the accusations against him, respondent stated that, at the time the subject deed of sale was supposedly notarized, on December 27, 1991, he was on vacation. He surmised that complainants must have gone to the law office and enticed one of the secretaries, with the concurrence of the senior lawyers, to notarize the document. He claimed he was a victim of a criminal scheme motivated by greed.

The complaint was referred to the Integrated Bar of the Philippines (IBP) for investigation, report and recommendation. In a report^[5] it submitted to the Court, the IBP noted that the alleged forged signature of respondent on the deed of sale was different from his signatures in other documents he submitted during the investigation of the present case.^[6] However, it ruled that respondent was also negligent because he allowed the office secretaries to perform his notarial functions, including the safekeeping of his notarial dry seal and notarial register.^[7] It thus recommended:

WHEREFORE[,] in view of the foregoing, it is respectfully recommended that respondent's commission as notary public be revoked for two (2) years if he is commissioned as such; or he should not be granted a commission as notary public for two (2) years upon receipt hereof.^[8]

After going over the evidence submitted by the parties, complainants did not categorically state that they appeared before respondent to have the deed of sale notarized. Their appearance before him could have bolstered this allegation that respondent signed the document and that it was not a forgery as he claimed. The records show that complainants themselves were not sure if respondent, indeed, signed the document; what they were sure of was the fact that his signature appeared thereon. They had no personal knowledge as well as to who actually affixed the signature of respondent on the deed.

Furthermore, complainants did not refute respondent's contention that he only met complainant Benjamin Santuyo six years after the alleged notarization of the deed of sale. Respondent's assertion was corroborated by one Mrs. Lyn Santy in an affidavit executed on November 17, 2001^[9] wherein she stated that complainant Editha Santuyo had to invite respondent to her house on November 5, 1997 to meet her husband since the two had to be introduced to each other. The meeting between complainant Benjamin Santuyo and respondent was arranged after the latter insisted that Mr. Santuyo personally acknowledge a deed of sale concerning another property that the spouses bought.

In finding respondent negligent in performing his notarial functions, the IBP reasoned out: