

EN BANC

[A.C. No. 12081 [Formerly CBD Case No. 14-4225], November 24, 2020]

ALBERTO LOPEZ, COMPLAINANT, VS. ATTY. ROSENDO C. RAMOS, RESPONDENT.

D E C I S I O N

PERALTA, C.J.:

The instant administrative case stemmed from the complaint-affidavit^[1] dated May 27, 2014 filed by Alberto C. Lopez (*Lopez*) before the Integrated Bar of the Philippines (*IBP*), charging Atty. Rosendo Cruz Ramos (*respondent*) with violation of Canon 1 of the Code of Professional Responsibility (*CPR*) by willfully aiding the parties to the sale of a parcel of land, in evading or defeating the payment of the proper amount of taxes due thereon; and for gross negligence in the performance of his duties as a notary public resulting in the notarization and registration of a forged deed of sale of the subject property.

The Facts

In the complaint-affidavit, Lopez alleged that on January 5, 2005, he was the vendee of a parcel of land at No. 362-A L. Ibarra Street, Tondo, Manila. The property was originally covered under a Transfer Certificate of Title No. (*TCT*) 143583 before the Register of Deeds of Manila, in Aurea Munar Masangkay's name.

Subsequently, Lopez discovered that on February 2, 1989, TCT 143583 had been cancelled, upon the issuance of TCT 184238 to Placida Ronquillo (*Ronquillo*). According to Lopez, it was thru a forged deed of sale notarized by the respondent, which enabled the regular issuance of a new title in Ronquillo's name.

In Criminal Case No. 90-83237 for Falsification of Public Document filed by Aurea Munar Masangkay before the Regional Trial Court (*RTC*) of Manila, Branch 53, respondent was initially included as defendant, together with Ronquillo, and Benjamin M. Masangkay (*Benjamin*). Upon the City Prosecutor's reinvestigation, respondent was dropped from the information. Ms. Masangkay avers that both deeds are spurious because her signatures were falsified.^[2] She contends that at the time that the deeds were executed, she was in Vancouver, Canada.^[3] This was proven thru an Affidavit^[4] she duly executed before the Philippine Consulate Office in Vancouver, Canada. She alleged that she only came to know of the existence of the two (2) deeds when she came back to the Philippines and verified these before the Register of Deeds of Manila. She discovered that the title of her property was already transferred in Ronquillo's name, and that the Community Tax Certificates (*CTCs*) in her name were procured by the vendee Ronquillo.^[5]

On October 24, 2002, the RTC convicted Ronquillo. The case in the trial court was archived with respect to the remaining accused, Benjamin, one of the decedent's

sons, who had accompanied the woman who, in turn, posed as his mother and signed "*Aurea Munar*" on the deeds of sale. Benjamin has remained at-large, while the said woman has remained unseen and unidentified.

In the course of the proceedings in the above-mentioned criminal case, it was determined that there were two (2) deeds of sale executed by, and for the benefit of, the same parties, and that these deeds have identical registration, page and book numbers, in the notarial portion. In addition, the respondent, as counsel for accused Ronquillo, introduced his own secretary, Consolacion de los Santos, who testified that respondent prepared, notarized and witnessed the execution of the two (2) deeds of sale covering the same property.

In a Decision^[6] dated January 12, 2005, the Court of Appeals (CA) acquitted Ronquillo due to insufficiency of evidence. Thus, it was held:

[T]here is no question that the signature of private complainant [Aurea M. Masangkay] in the deed of sale was falsified. It is not denied likewise that her son Benjamin forcibly got the original copy of the title from his brother, Emilio, and the said property was offered to appellant [Ronquillo] thru one Jose Raymundo and that [Ronquillo] agreed to buy the property for a price of [P] 130,000.00.^[7]

In Lopez's complaint-affidavit, he avers that respondent prepared two (2) deeds of sale; one for P130,000.00 and another for P30,000.00, with the purpose of helping the alleged seller minimize the payment of taxes.^[8] At the time, a price of P30,000.00 would have exempted the transaction from capital gains tax.^[9]

Also, Lopez argues that respondent was grossly negligent in the performance of his duties as a notary public when the latter failed to exercise prudence in ascertaining that the identity of the persons who signed the deeds before him were the same persons who executed and personally appeared before him. According to Lopez, respondent did not attempt to identify the impostor beyond asking and getting the latter's alleged residence certificate number.^[10] The impostor signed as "Aurea Munar," but the name on the deeds of sale, as well as the title, was "Aurea Munar Masangkay."^[11] Similarly, the witnesses, Benjamin and Jose Raymundo (*Raymundo*), signed their names in two obviously different ways on the two (2) deeds of sale.^[12] These did not elicit his suspicion as notary.^[13]

On the other hand, respondent alleged that he prepared and notarized only one (1) Deed of Sale dated January 26, 1989, with the amount of One Hundred Thirty Thousand Pesos (P130,000.00) as consideration. Respondent argues that upon rigorous inspection of the deeds of sale, it appears that only certified photocopies and not certified true copies of the said documents were attached to the complaint-affidavit.^[14] He posits that since the photocopies of the deeds of sale are mere secondary evidence, these shall be inadmissible, unless it is shown that the original is unavailable.^[15] For this reason, the contention that he drafted two (2) deeds of sale for Ronquillo must not be given credence due to lack of competent evidence.^[16]

As regards the issue that respondent was grossly negligent in the performance of his duties as a notary public when he notarized forged deeds of sale in favor of Ronquillo, respondent argues that this allegation is a mere speculation that has yet

to be proven before a judicial tribunal.^[17] At the time that respondent submitted his Position Paper before the Commission on Bar Discipline (CBD), and raised this argument, the case for Falsification of Public document has yet to be resolved by the RTC.

As to the identity of vendor Aurea Munar Masangkay, respondent posits that he exerted efforts in verifying Ms. Masangkay's true identity through the latter's CTC.^[18] At that time, the CTC was sufficient proof of identity when the sale was executed in 1989, prior to the promulgation of the 2004 Rules on Notarial Practice.^[19]

In a Report and Recommendation^[20] dated January 28, 2015, Commissioner Erwin L. Aguilera found respondent administratively liable on account of his notarizing a deed of sale without ascertaining beforehand the identity of the vendor, in violation of the Notarial Law and the lawyer's oath; and in aiding his client Ronquillo in evading the payment of the proper amount of taxes due on sale. According to Commissioner Aguilera, respondent did not offer any tenable defense to justify his actions.

Thus, Commissioner Aguilera concluded as follows:

WHEREFORE, respondent ATTY. ROSENDO C. RAMOS is hereby SUSPENDED from the practice of law for a period of one (1) year. In addition, his present notarial commission, if any, is hereby Revoked, and he is Disqualified from reappointment as a notary public for a period of two (2) years. He is further WARNED that any similar act or infraction in the future shall be dealt with more severely.

RESPECTFULLY SUBMITTED.^[21]

On the matter of the criminal case of Falsification of Public Document, the issue has already been decided with finality by the CA, wherein documents annexed to the affidavit-complaint were indeed falsified and absolutely simulated.^[22]

Since the original deed of sale (with P130,000.00 consideration) forms part of the Original Records of Criminal Case No. 83231, and its genuineness and due execution have been certified by the CA, these rendered the deed as relevant and competent, as required by the rules on evidence.^[23] With the two deeds valid, the preparation of the deed with a lower consideration was used to evade payment of taxes due to the government. This act is unbecoming of a lawyer, an officer of the court, who is expected to implement the laws of the land. Respondent violated Rule 1.02, Canon 1 of the CPR.

Respondent also failed to comply with Section 2(e), Rule VI of the 2004 Rules on Notarial Practice when he gave the same document the same registration number, page number, and book number as the first. Said Section 2(e) requires that each instrument or document, executed, sworn to, or acknowledged before the notary public shall be given a number corresponding to the register.

On April 18, 2015, the Board of Governors of the IBP issued a Resolution No. XXI-2015-256,^[24] quoted as follows:

Resolved to ADOPT and APPROVE, as it is hereby ADOPTED and APPROVED, with modification, the Report and Recommendation of the Investigating Commissioner in the above-entitled case, herein made part of this Resolution as Annex "A", and considering Respondent's violation of the Rules on Notarial Practice of 2004. Hence, Atty. Rosendo C. Ramos['] notarial commission[,], if recently commissioned[,], is immediately REVOKED. Furthermore, he is DISQUALIFIED from being commissioned as Notary Public for two (2) years and SUSPENDED from the practice of law for six (6) months.

Respondent filed a Motion for Reconsideration before the Board of Governors of the IBP. On June 17, 2017, the Board of Governors issued a Resolution^[25] denying the Motion for Reconsideration, the dispositive portion of which, is quoted on the Notice of Resolution:

RESOLVED to DENY the Motion for Reconsideration there being no new reason and/or new argument adduced to reverse the previous findings and decision of the Board of Governors.^[26]

We sustain the IBP's findings and recommendations that there is a clear basis for disciplining the respondent as a member of the bar and as notary public.

A notary public should not notarize a document unless the persons who signed it are the same persons who executed and personally appeared before him to attest to the contents and the truth of what are stated therein.^[27] Otherwise, the notary public would be unable to verify the genuineness of the signature of the acknowledging party and to ascertain that the document is the party's free act or deed.^[28]

In this case, respondent was grossly negligent in the performance of his duties as a notary public. *First*, respondent failed to ascertain beforehand, the identity of the vendor, when he notarized the deeds of sale. The impostor signed as "Aurea Munar," but the name on the deeds of sale and the title was "Aurea Munar Masangkay." As to the witnesses Benjamin and Raymundo, they signed their names in two different ways on the two (2) deeds of sale. These did not elicit his suspicion as notary, wherein he could have had taken more precautions in ascertaining the identity of the vendor. *Second*, the deed of sale which respondent prepared and notarized, was proved to have been falsified. To reiterate, in Criminal Case No. 90-83231 for Falsification of Public Document, the CA held:

[T]here is no question that the signature of private complainant [Aurea M. Masangkay] in the deed of sale was falsified. It is not denied likewise that her son Benjamin forcibly got the original copy of the title from his brother, Emilio, and the said property was offered to appellant [Ronquillo] thru one Jose Raymundo and that [Ronquillo] agreed to buy the property for a price of [P]130,000.00.^[29]

As regards the existence of two (2) deeds of sale, respondent's secretary, De los Santos testified on the matter, in Criminal Case No. 90-83231. She stated that on the same occasion, respondent prepared, notarized and witnessed the execution of the two (2) deeds of sale. She further testified that Atty. Ramos decided to prepare, notarize, and witness the execution of the said deeds, in order to minimize the payment of capital gains tax. She also mentioned that she saw the actual payment

for the same property for the price of One Hundred Thirty Thousand (P130,000.00) Pesos:

Q: Actually, how many Deed of Sale was (sic) dictated to you by Attorney Ramos?

A: There were two (2) Deeds of Sale, sir.

x x x x

Q: Can you tell the Court the consideration of the two (2) Deeds of Sale?

A: The other (sic) is One Hundred Thirty Thousand (P130,000.00) Pesos, while the other is Thirty Thousand (P30,000.00) Pesos.

Atty. Ramos

Q: Do you know why there is a need to prepare two (2) Deeds of Sale, one for One Hundred Thirty Thousand (P130,000.00) Pesos and the other is for Thirty Thousand (P30,000.00) Pesos only?

A: He said that it would [be] for the capital gain[s] tax, sir.

x x x x

Court: What capital gain[s] tax?

A: He said to minimize the payment of capital gain[s] tax, your Honor.

Atty. Ramos

Q: Were you able to prepare the two (2) Deeds of Sale?

A: Yes, sir.^[30]

x x x x

[ATTY. BERNARDINO SANCHEZ – CROSS-EXAMINATION Atty. Sanchez]

Court:

Q: Were both sets of documents the two (2) Deeds of Sale one for One Hundred Thirty Thousand (P130,000.00) Pesos and another for Thirty Thousand (P30,000.00) Pesos notarize[d] on the same [occasion]?

A: Yes, sir.

^[31]

x x x x

Atty. Sanchez

Q: All right, after Mr. Benjamin Masangkay told Attorney Ramos that the purpose of, preparing those two (2) Deeds of Sale one for a consideration of Thirty Thousand (P30,000.00) Pesos[,] the other one is for a consideration of One Hundred Thirty Thousand (P130,000.00) [Pesos] and that was intended to minimize payments of capital gain[s] tax, Attorney Ramos cause[d] the preparation of the Deed of Sale?

Atty. Ramos

Objection. The two (2) documents your Honor, were ask[ed] to be prepared as per request only we have no alternative but to follow the request of the client your Honor.