

## SECOND DIVISION

[ A.C. No. 12877, December 07, 2020 ]

**"IN RE: OMB-C-C-13-0104 ATTY. SOCRATES G. MARANAN V. FRANCISCO DOMAGOSO," COMPLAINANT, VS. ATTY. SOCRATES G. MARANAN, RESPONDENT.**

### DECISION

**PERLAS-BERNABE, J.:**

The present administrative case stemmed from the 1<sup>st</sup> Indorsement<sup>[1]</sup> dated March 11, 2014 filed by Graft Investigation and Prosecution Officer II Anna Francesca M. Limbo of the Office of the Ombudsman (Ombudsman), referring its Resolution<sup>[2]</sup> in OMB-C-C-13-0104<sup>[3]</sup> to the Integrated Bar of the Philippines (IBP) in order to determine whether respondent Atty. Socrates G. Maranan (Atty. Maranan) committed a violation of the 2004 Rules on Notarial Practice<sup>[4]</sup> (2004 Notarial Rules) and/or Code of Professional Responsibility in relation to his notarization of the consultancy contracts subject of the said case.

#### The Facts

Records bear out that Atty. Maranan filed a criminal complaint before the Ombudsman against then Vice Mayor Francisco "*Isko Moreno*" Domagoso (Domagoso) of the City of Manila, charging him with Falsification of Public Documents and violation of Section 3 (e) of Republic Act No. 3019 for having signed, in behalf of the Manila City Government, consultancy contracts with persons who were either deceased or out of the country for extended periods of time.<sup>[5]</sup> In defense, Domagoso claimed, among others, that he signed the consultancy contracts upon the assurance of his former Secretary, Abraham Cabochan, that everything was in order, and pointed out that it was Atty. Maranan who actually notarized the subject contracts.<sup>[6]</sup> After due proceedings, the Ombudsman dismissed the charges against Domagoso<sup>[7]</sup> and referred the matter to the IBP for determination of Atty. Maranan's administrative liability for having notarized the consultancy contracts.<sup>[8]</sup>

For his part, Atty. Maranan denied having authored or notarized the consultancy contracts, as shown by the wide disparity between his alleged signatures in the said contracts and his signatures appearing in the facsimile of signatures submitted to the Notarial Section of the Office of the Clerk of Court, Regional Trial Court of Manila (RTC). Moreover, he averred that the consultancy contracts do not appear in any of his monthly notarial reports that he regularly submitted to the RTC.<sup>[9]</sup>

#### The IBP's Report and Recommendation

In a Report and Recommendation<sup>[10]</sup> dated July 15, 2015, the Investigating Commissioner **recommended the dismissal** of the administrative case against Atty. Maranan for lack of merit, finding that there was lack of clear and convincing evidence to substantiate the allegations against him.<sup>[11]</sup>

In a Resolution<sup>[12]</sup> dated August 26, 2016, however, the IBP Board of Governors resolved to **reverse** the recommendation of the Investigating Commissioner. In an Extended Resolution<sup>[13]</sup> dated March 1, 2017, the IBP Board of Governors found that there was substantial evidence to prove that Atty. Maranan violated the 2004 Notarial Rules, considering that it was his responsibility to impose safeguards against the unauthorized notarization of documents in his register. Indeed, even if the signatures above his name as notary public in the consultancy contracts do not appear to be his, Atty. Maranan cannot sever himself from the supposed notarized documents as the same bore his notarial seal. Accordingly, the IBP Board of Governors recommended that: (a) Atty. Maranan be suspended from the practice of law for a period of six (6) months; (b) he be disqualified from being commissioned as a notary public for a period of two (2) years; and (c) his current notarial commission be immediately revoked.<sup>[14]</sup>

Aggrieved, Atty. Maranan moved for reconsideration,<sup>[15]</sup> which was denied in a Resolution<sup>[16]</sup> dated June 18, 2019.

### **The Issue Before the Court**

The sole issue for the Court's consideration is whether or not grounds exist to hold Atty. Maranan administratively liable.

### **The Court's Ruling**

After a judicious review of the records, the Court concurs with the findings and recommendations of the IBP Board of Governors that Atty. Maranan should be held administratively liable in this case.

The act of notarization is not an ordinary routine but is imbued with substantive public interest.<sup>[17]</sup> A notary public is empowered to perform a variety of notarial acts, most common of which are the acknowledgment and affirmation of documents or instruments. In the performance of these notarial acts, the notary public must be mindful of the significance of the notarial seal affixed on documents. **The notarial seal converts a document from a private to a public instrument, after which it may be presented as evidence without need for proof of its genuineness and due execution.**<sup>[18]</sup> A notarized document is entitled to full faith and credit upon its face. Thus, a notary public should observe utmost care in performing his duties to preserve public confidence in the integrity of notarized documents.<sup>[19]</sup>

A notarial seal is a mark, image or impression on a document which would indicate that the notary public has officially signed it.<sup>[20]</sup> Section 2, Rule VII of the 2004 Notarial Rules states that every notary public shall have his own notarial seal, which shall have the name of the city or province and the word "Philippines," and his own

name on the margin and the roll of attorney's number on its face. The said seal shall **only** be possessed by the notary public, to wit:

Section 2. *Official Seal.* - (a) **Every person commissioned as notary public shall have a seal of office, to be procured at his own expense, which shall not be possessed or owned by any other person.** It shall be of metal, circular in shape, two inches in diameter, **and shall have the name of the city or province and the word "Philippines" and his own name on the margin and the roll of attorney's number on the face thereof,** with the words "notary public" across the center. A mark, image or impression of such seal shall be made directly on the paper or parchment on which the writing appears.

x x x x (Emphases supplied)

Further, the 2004 Notarial Rules is explicit on the duties and obligations of the notary public,<sup>[21]</sup> which include the duty to secure and safeguard his notarial seal so that no unauthorized persons can have access thereto, viz.:

Section 2. *Official Seal.*- x x x

x x x x

(c) **When not in use, the official seal shall be kept safe and secure and shall be accessible only to the notary public or the person duly authorized by him.**

x x x x (Emphasis and italics supplied)

In this case, Atty. Maranan denied having authored or notarized the consultancy contracts and claimed that his signatures therein as notary public were forged. Although the IBP observed that Atty. Maranan's signatures<sup>[22]</sup> in the subject contracts were strikingly dissimilar to his specimen signatures<sup>[23]</sup> on file before the Notarial Section of the RTC, and while it may likewise be true that said contracts were not included in the notarial reports he submitted thereto, he cannot claim full deniability and be exculpated from administrative liability because the contracts bore his notarial seal.

Instead of offering any plausible explanation as to how the Consultancy contracts came to be stamped with his notarial seal, Atty. Maranan merely insisted that he never notarized nor authored said contracts, that his signatures therein were forgeries, and that said contracts were not included in his notarial reports.<sup>[24]</sup> No justifiable explanation was given to prove that he had performed his mandatory duties as a notary public as set forth under the 2004 Notarial Rules, which include the duty to safeguard his notarial seal to prevent possible tampering or misuse thereof. Clearly, Atty. Maranan had been remiss in his obligation as a notary public. Had he been more vigilant in the performance of his notarial duties, his notarial seal would not have been affixed in the subject contracts. Indubitably, this failure on the part of Atty. Maranan constitutes a transgression of the 2004 Notarial Rules,<sup>[25]</sup> for which he must be held administratively liable.