

## **SECOND DIVISION**

**[ A.C. No. 12408, December 11, 2019 ]**

**VENSON R. ANG, COMPLAINANT, VS. ATTY. SALVADOR B. BELARO, JR., RESPONDENT.**

### **D E C I S I O N**

**HERNANDO, J.:**

Complainant Venson R. Ang (Venson) seeks the disbarment of respondent Atty. Salvador B. Belaro, Jr. (Atty. Belaro) for violation of Administrative Matter No. 02-8-13-SC or the 2004 Rules on Notarial Practice (Notarial Rules) and the Code of Professional Responsibility (CPR).

#### **The Factual Antecedents**

The late Peregrina Dela Rosa (Peregrina) owned a parcel of land with a building erected thereon which is covered by Transfer Certificate of Title No. 52899<sup>[1]</sup> situated in San Francisco del Monte, Quezon City. In 1982, she appointed complainant Venson as administrator of the subject property. Upon Peregrina's demise on November 24, 2002, the property was inherited by complainant Venson and his siblings namely: Virginia Ang Ting, Venhart Dela Rosa Ang, Villy Ang Teng Him Buenaventura (Villy), and Vermont Dela Rosa Ang (Vermont). The siblings never partitioned the property or assigned their rights to any of the co-owners.

On March 6, 2015, complainant Venson and his siblings were surprised to learn that Peregrina's title to the subject property was already cancelled by virtue of an Extrajudicial Settlement of Estate Among Heirs with Waiver of Rights<sup>[2]</sup> (Extrajudicial Settlement) which they allegedly executed on March 26, 2014. The Extrajudicial Settlement was notarized by respondent Atty. Belaro on March 26, 2014 before whom complainant Venson and his siblings purportedly personally appeared and subscribed therein. Complainant Venson and his siblings also discovered two other versions of the same document that were submitted to the Manila Electric Company (MERALCO)<sup>[3]</sup> and the Office of the Clerk of Court, Regional Trial Court (RTC) of Quezon City<sup>[4]</sup> that were likewise notarized by respondent Atty. Belaro.

Perusal of the three versions of the Extrajudicial Settlement showed several irregularities therein. These are: (a) the name of Virginia Dela Rosa Ang-Ting was misspelled as Verginia Rosa Ang-Ting; (b) the husband of Villy was not stated therein; (c) the Extrajudicial Settlement instrument was allegedly executed on March 26, 2014, but the subject property remained in the name of Peregrina as of July 2014; (d) only the version of the instrument that was submitted to the Land Registration Authority (LRA) showed the date of death of Peregrina and that it was published under the law; (e) Villy was indicated as a signatory therein despite her demise on April 5, 2012, two years before it was executed; and (f) the Extrajudicial

Settlement submitted to MERALCO bore no witnesses while the LRA's copy was signed by two unknown witnesses, and the instrument submitted to the RTC-Quezon City indicated Ma. Shiela Dioneda (Dioneda)<sup>[5]</sup>, the alleged secretary of respondent Atty. Belaro, as the sole witness therein.<sup>[6]</sup>

Complainant Venson and his siblings also discovered that respondent Atty. Belaro notarized a Deed of Absolute Sale<sup>[7]</sup> dated December 16, 2014 which was purportedly executed by and between Vermont and Rowena Ang (Rowena) as sellers, and Lou Aldrin Ridad, Louzelle Ann Ridad, Louisse May Ridad, Louie Aaron Ridad, and Louissa Liendle Ridad as buyers.

An Acknowledgement Receipt<sup>[8]</sup> dated December 16, 2014 was likewise notarized by respondent Atty. Belaro showing that Vermont and Rowena allegedly received P5,000,000.00 from the buyers in consideration of the purported sale of the subject property.

As a result thereof, complainant Venson filed the instant letter-complaint.<sup>[9]</sup> Attached to the complaint were the reproduction copies of the questioned documents, the specimen signatures<sup>[10]</sup> of respondent Atty. Belaro that were requested from the office of the Executive Judge of RTC-Quezon City, and a Certification<sup>[11]</sup> dated March 20, 2015 issued by the Office of the Clerk of Court of the said trial court.

On April 8, 2015, the Commission on Bar Discipline (**CBD**) of the Integrated Bar of the Philippines (**IBP**), through Director Dominic C.M. Solis, issued an Order<sup>[12]</sup> directing the parties to file their respective verified position papers. The Investigating Commissioner thereafter set the mandatory conference on June 25, 2015.<sup>[13]</sup> However, only complainant Venson appeared during the mandatory conference.<sup>[14]</sup>

Respondent Atty. Belaro then filed an undated Manifestation with Motion for Reinvestigation<sup>[15]</sup> informing the CBD that he belatedly received the copy of its Order as it was sent to the school where he reports only on weekends. Also, the annexes mentioned in the complaint were not attached therein. Thus, respondent Atty. Belaro requested the CBD for 10 days within which to file his answer or position paper and to photocopy the annexes of the complaint.

Pending the resolution of his Manifestation with Motion for Reinvestigation, respondent Atty. Belaro filed his Answer<sup>[16]</sup> to the letter complaint denying that he notarized the questioned documents involving the subject property. He claimed that his alleged signatures found therein were forgeries as evidenced by his specimen signatures submitted before the RTC-Quezon City when he applied for a notarial commission. Respondent Atty. Belaro also denied having caused the filing of the questioned notarized documents before the government agencies concerned. He further averred that he did not know the differences and alterations made in the different versions of the Extrajudicial Settlement instrument which were submitted to MERALCO, the LRA, and the Clerk of Court of RTC-Quezon City. Lastly, he claimed that he does not personally know Dioneda and that she was never employed as his secretary.

Subsequently, the parties filed Joint Motion to Dismiss<sup>[17]</sup> before the CBD seeking the dismissal of the complaint claiming that it arose from a misapprehension of facts. Attached to the joint motion is an Affidavit of Desistance<sup>[18]</sup> executed by complainant Venson. Respondent Atty. Belaro also informed the CBD of his intention to withdraw his Motion for Reinvestigation.

### ***Report and Recommendation of the Investigating Commissioner***

In a Report and Recommendation<sup>[19]</sup> dated July 30, 2014, Investigating Commissioner Arsenio P. Adriano noted that the signatures of respondent Atty. Belaro in the Extrajudicial Settlement instrument appear to be falsified as these were different from his genuine signatures submitted to the Executive Judge of RTC-Quezon City when he applied for a notarial commission. Despite the alleged forgery, his notarial seal was used in the documents. Based on this, the Investigating Commissioner concluded that respondent Atty. Belaro failed to properly secure the same since no other person was allowed to use it other than him.<sup>[20]</sup>

Anent the signatures of respondent Atty. Belaro in the Deed of Absolute Sale and in the Acknowledgement Receipt, the Investigating Commissioner found that these were similar to his admitted genuine signatures. Nonetheless, respondent Atty. Belaro was found negligent since he failed to require Rowena, the alleged vendor in the deed, and Vermont, the recipient of the purchase price in the Acknowledgement Receipt, to produce competent evidence of their identities because he merely relied on their respective community tax certificates. Moreover, while both documents appeared to be executed on December 16, 2014, their entries in the Notarial Registry Book were however strikingly apart from each other. The Deed of Absolute Sale was entered in his Notarial Register as Document No. 226, page no. 42, Book No. VI, series of 2014, while the Acknowledgement Receipt was entered as Document No. 258, page no. 48, Book No. VII, series of 2014.<sup>[21]</sup>

The Investigating Commissioner therefore found respondent Atty. Belaro negligent in the performance of his duties and obligations as a notary public. He thus recommended that respondent Atty. Belaro be suspended from the practice of law for six months and ineligible for being commissioned as notary public for a period of one year.<sup>[22]</sup>

### ***The IBP Board of Governors' (BOG) Recommendation***

On April 29, 2016, the IBP-BOG issued Resolution No. XXII-2016-280<sup>[23]</sup> which adopted and approved the Report and Recommendation of the Investigating Commissioner, with the modification that respondent Atty. Belaro be instead meted the penalty of revocation of his existing notarial commission, disqualification from appointment as notary public for two years, and suspension from the practice of law for three months. An Extended Resolution<sup>[24]</sup> was issued by the IBP-BOG with respect to the said modification of the recommended penalties to be imposed against respondent Atty. Belaro.

Aggrieved, respondent Atty. Belaro filed a Motion for Reconsideration<sup>[25]</sup> before the IBP-BOG. He claimed that the findings of the IBP were not based on substantial

evidence; that it merely relied on complainant's evidence; and that his motion for reinvestigation was not even acted upon or considered prior to the disposition of the complaint against him. Hence, he was not given a chance to present his own evidence which would have shown that he was a victim of the conspiracy perpetrated by the sibling of complainant Venson.

Respondent Atty. Belaro also alleged that, at present, he was elected as the representative of 1-Ang Edukasyon Party-List in the House of Representatives. As a result, thereof, the penalties imposed by the IBP may have been mooted because he is not in the active practice of law.

Acting on respondent Atty. Belaro's Motion for Reconsideration, the IBP-BOG issued a Resolution<sup>[26]</sup> on June 29, 2018 modifying its recommended penalty, viz.:

RESOLVED to PARTIAL GRANT the Respondent's Motion for Reconsideration by imposing the penalty of DISQUALIFICATION FROM BEING COMMISSIONED AS NOTARY PUBLIC FOR TWO (2) YEARS, in lieu of the penalty of Suspension from the practice of law for three (3) months considering that - (i) the complainant had executed an Affidavit of Desistance and ii) this is Respondent's first offense.<sup>[27]</sup>

### **The Issues**

In essence, the issues for resolution are:

- (a) whether the IBP violated respondent Atty. Belaro's right to due process;
- (b) whether the findings and recommendations of the IBP were proper; and
- (c) assuming that respondent Atty. Belaro is indeed liable, whether his subsequent election in the House of Representatives as a party-list representative mooted the imposition of penalty.

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

After a careful deliberation, We modify the findings of the IBP and the sanctions to be imposed against respondent Atty. Belaro.

#### **I.**

#### ***There was no violation of respondent Atty. Belaro's right to due process***

The right to be heard is the most basic principle of due process. It is a settled rule that there is no denial of due process when a party has been given an opportunity to be heard and to present his case. There is only denial of due process when there is total absence or lack of opportunity to be heard or to have one's day in court.<sup>[28]</sup>

Respondent Atty. Belaro claims that the IBP violated his right to due process because the case was already submitted for resolution when it came to his knowledge. He also insists that the IBP's resolution was solely based on complainant Venson's evidence as the IBP did not act on his motion for reinvestigation.

We disagree.

Technical rules of procedure are not strictly applied in administrative proceedings and administrative due process cannot be fully equated with due process in its strict judicial sense.<sup>[29]</sup> In *Ledesma v. Court of Appeals*,<sup>[30]</sup> the Court defined administrative due process in this wise:

Due process, as a constitutional precept, does not always and in all situations require a trial-type proceeding. Due process is satisfied when a person is notified of the charge against him and given an opportunity to explain or defend himself. In administrative proceedings, the filing of charges and giving reasonable opportunity for the person so charged to answer the accusations against him constitute the minimum requirements of due process. The essence of due process is simply to be heard, or as applied to administrative proceedings, an opportunity to explain one's side, or an opportunity to seek a reconsideration of the action or ruling complained of.<sup>[31]</sup> (Citations omitted)

A thorough examination of the records shows that respondent Atty. Belaro was accorded ample opportunity to defend himself and adduce his own evidence. The IBP duly notified him of the proceedings by sending the notices via registered mail to St. Dominic Savio College of Law, where he used to teach and was the College Dean. While respondent Atty. Belaro claimed that the notices were not sent to his registered address of place of business, such bare assertion deserves scant consideration as he failed to sufficiently prove that the service of notices was highly irregular.

Notably, upon being informed of the notices, respondent Atty. Belaro filed a Manifestation with Motion for Reinvestigation and a subsequent Answer to Letter-Complaint Requesting for Formal Investigation dated September 22, 2015. He even filed a Motion for Reconsideration before the IBP assailing the April 29, 2016 Resolution which was in fact given due course by the IBP. Therefore, the minimum requirements of administrative due process have been observed and met by the IBP.

## II.

### ***Respondent Atty. Belaro is liable for breach of notarial law and for violation of the Code of Professional Responsibility***

The act of notarization is not an ordinary routine but is imbued with substantive public interest. It converts a private document into a public document resulting in the document's admissibility in evidence without further proof of its authenticity. A notarial document is therefore entitled to full faith and credit on its face and by law.<sup>[32]</sup>

It is the duty of notaries public to observe utmost care in complying with the formalities intended to protect the integrity of the notarized document and the act or acts it embodies.<sup>[33]</sup> The Court, in *Gonzales v. Ramos*,<sup>[34]</sup> elucidated the importance of notarization, to wit:

By affixing his notarial seal on the instrument, the respondent converted the Deed of Absolute Sale, from a private document into a public