

SECOND DIVISION

[A.C. No. 10252, December 11, 2019]

IAN B. CARONONGAN, COMPLAINANT, VS. ATTY. JAIRO M. LADERA, RESPONDENT.

R E S O L U T I O N

INTING, J.:

This resolves the administrative complaint filed by Ian B. Caronongan (complainant) against Atty. Jairo M. Ladera (respondent) for violation of Section 3(c)^[1] and Section 6(a),^[2] Rule IV of the 2004 Rules on Notarial Practice (Rules).

The Antecedents

In his verified Complaint Affidavit,^[3] complainant averred that he was a bank officer at Peoples Bank of Caraga, Inc. (Bank) located in San Francisco, Agusan del Sur. According to him, on September 27, 2011, respondent notarized an incomplete document, wherein a Contract of Lease^[4] was purportedly executed between the Bank, represented by its Cabadbaran City Branch Manager, Wilma A. Tepan (Wilma), as lessee, and Teresita M. Ladera (Teresita), the mother of respondent, as lessor. He added that the contract was denominated in respondent's notarial register as Doc. No. 77; Page No. 16; Book 1 and Series of 2011.

Complainant contended that respondent notarized the above-cited contract despite the prohibition under the Rules considering that the one who signed it was the respondent's mother. He added that the notarized document was also incomplete because it did not bear the signature of Wilma, the Bank's representative.

In support of his case, complainant attached an Affidavit of Witness^[5] executed by Wilma.

Wilma confirmed that she was the Manager of the Bank's Cabadbaran Branch, and was designated to sign the agreement when the Bank rented Teresita's lot in 2010 for its satellite office in Brgy. Bad-as, Placer, Surigao del Norte. She alleged that after the lease expired, Teresita submitted to the Cabadbaran Branch a new contract. To her surprise, Wilma noticed that this new contract was already signed by Teresita and was notarized by respondent, who she later discovered to be the son of Teresita.

Wilma added that Teresita demanded for the Bank to accept the terms of the new contract despite the unreasonable increase of 100% in rent. She, nonetheless, asserted that the Bank did not anymore pursue the lease, vacated the property and transferred its office to another locality. She also claimed that the proposed lease contract was without her, or the Bank's consent or conformity.

For his part, respondent countered in his Comment^[6] that although complainant claimed to be an officer of the Bank, he was not an aggrieved party and was not authorized by the Bank to institute this case. He also posited that the Bank was not injured by the existence of the subject lease contract as the parties did not accept its terms; thus, it had no value and did not confer any rights.^[7]

In addition, the Bank was purportedly not forced to accept the new lease contract. Instead, respondent asserted that the parties entered into a lease agreement on a month to month basis as they were then settling the issue relative to reimbursement of improvements introduced in the property.^[8] He denied that Wilma was unaware of the increase in rent because such change was communicated to her.^[9]

Moreover, respondent asserted that he was admitted as member of the Philippine Bar on April 15, 2011 and was commissioned as a notary public in May 2011. Being a new lawyer, he was so eager to solve everyone's legal problems and due to modest unfamiliarity, without any intention to cause damage, he acknowledged the instrument executed by his mother on September 27, 2011. Respondent added that such document was not incomplete because it was only his mother who signed it. He stressed that he did not mention at all in the same document that Wilma appeared and signed the contract before him.^[10]

Meanwhile, in his Complainant's Reply with Motion for Leave for Admission of Belated Pleading,^[11] complainant stressed that he filed the case by himself, not in representation of the Bank. He explained that being the Bank's paralegal, he was tasked to review its legal transactions, including the one it had with Teresita. He further stated that he filed this suit because he saw the blatant violation by respondent of his obligation as notary public.

Complainant also averred that as a law degree holder, although not a bar passer, he was familiar with the obligations of a notary public. He asserted that it was a basic principle of law that the notary public was prohibited from subscribing documents involving one's relatives within the fourth degree of affinity and consanguinity. For having done so, respondent violated his obligation as a notary public. He, likewise, alleged that by notarizing a deed despite the non-appearance of one of its signatories, respondent also violated Rule 1.01,^[12] Canon 1 of the Code of Professional Responsibility.

Proceedings before the Integrated Bar of the Philippines (IBP)

In his Report and Recommendation,^[13] the Investigating Commissioner Ramsey M. Quijano (Investigating Commissioner Quijano) opined that respondent violated Section 3(c), Rule IV of the Rules, and recommended that he be reprimanded and disqualified from being commissioned as notary public for a period of three months.

On February 22, 2018, the IBP-Board of Governors (BOG) adopted with modification the Report and Recommendation of Investigating Commissioner Quijano, to wit: