

## EN BANC

**[ A.C. No. 5482, February 10, 2015 ]**

**JIMMY ANUDON AND JUANITA ANUDON, COMPLAINANTS, VS.  
ATTY. ARTURO B. CEFRA, RESPONDENT.**

### R E S O L U T I O N

**LEONEN, J.:**

Whoever acts as Notary Public must ensure that the parties executing the document be present. Otherwise, their participation with respect to the document cannot be acknowledged. Notarization of a document in the absence of the parties is a breach of duty.

Complainants Jimmy Anudon (Jimmy) and Juanita Anudon (Juanita) are brother- and sister-in-law.<sup>[1]</sup> Complainants and Jimmy's brothers and sister co-own a 4,446-square-meter parcel of land located in Sison, Pangasinan covered by Transfer Certificate of Title (TCT) No. 69244.<sup>[2]</sup>

Respondent Atty. Arturo B. Cefra (Atty. Cefra) is a distant relative of Jimmy and Juanita. He was admitted to the bar in 1996. He practices law and provides services as notary public in the Municipality of Sison, Pangasinan.<sup>[3]</sup>

On August 12, 1998, Atty. Cefra notarized a Deed of Absolute Sale<sup>[4]</sup> over a land covered by TCT No. 69244. The names of Johnny Anudon (Johnny), Alfonso Anudon (Alfonso), Benita Anudon-Esguerra (Benita), and complainants Jimmy and Juanita appeared as vendors, while the name of Celino Paran, Jr. (Paran) appeared as the vendee.<sup>[5]</sup>

Jimmy and Juanita claimed that the Deed of Absolute Sale was falsified. They alleged that they did not sign the Deed of Absolute Sale. Moreover, they did not sign it before Atty. Cefra.<sup>[6]</sup> The National Bureau of Investigation's Questioned Documents Division certified that Jimmy and Juanita's signatures were forged.<sup>[7]</sup> This is contrary to Atty. Cefra's acknowledgment over the document, which states:

BEFORE ME, a Notary Public for and in the Municipality of Sison, personally appeared JOHNNY ANUDON, ALFONSO ANUDON, BENITA ESGUERRA, JIMMY ANUDON and JUANITA ANUDON, who exhibited to me their respective Community Tax Certificates as above-indicated, known to me and known to be the same persons who executed the foregoing Deed of Absolute Sale and acknowledged to me that the same is their free act and voluntary deed.

This instrument, which refers to a Deed of Absolute Sale over a parcel of

lot, consists of two pages and have [sic] been signed by the parties and the respective witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL THIS 12TH DAY OF AUGUST, 1998.

(Sgd.)  
ARTURO B. CEFRA  
Notary Public  
Until December 31, 1999  
PTR NO. 2461164; 1-7-98  
SISON, PANGASINAN<sup>[8]</sup>

In addition to the forgery of their signatures, Jimmy and Juanita stated that it was physically impossible for their brothers and sister, Johnny, Alfonso, and Benita, to sign the Deed of Absolute Sale. Johnny and Benita were in the United States on the day the Deed of Absolute Sale was executed, while Alfonso was in Cavite.<sup>[9]</sup>

Due to the forgery of the Deed of Absolute Sale, the Assistant Provincial Prosecutor, with Jimmy and Juanita as witnesses, filed a case of falsification of public document against Atty. Cefra and Paran.<sup>[10]</sup>

Jimmy and Juanita also initiated a disciplinary action by filing a Complaint<sup>[11]</sup> with this court on August 6, 2001 questioning the propriety of Atty. Cefra's conduct as lawyer and notary public.

In the Resolution<sup>[12]</sup> dated September 19, 2001, this court required Atty. Cefra to comment on the administrative complaint. Atty. Cefra filed multiple Motions for Extension of Time,<sup>[13]</sup> which this court granted.<sup>[14]</sup> Despite the allowance for extension of time, Atty. Cefra did not comply with this court's order to file a Comment. This court fined Atty. Cefra in the Resolutions dated March 12, 2003<sup>[15]</sup> and November 17, 2003.<sup>[16]</sup> In both Resolutions, this court directed Atty. Cefra to file his Comment.<sup>[17]</sup>

Atty. Cefra's continued refusal to file his Comment caused this court to order his arrest and commitment.<sup>[18]</sup> Thus, the National Bureau of Investigation's agents arrested Atty. Cefra at his residence on January 14, 2007.<sup>[19]</sup>

Atty. Cefra finally submitted his Comment<sup>[20]</sup> on January 15, 2008.

In his defense, Atty. Cefra stated that Jimmy and Juanita were aware of the sale of the property covered by TCT No. 69244. He narrated that on July 10, 1998, Juanita and Jimmy's wife Helen Anudon went to his residence to consult him on how they could sell the land covered by TCT No. 69244 to Paran.<sup>[21]</sup> Atty. Cefra claimed that he assisted in the preparation of the documents for the sale, which included the deed of sale and the acknowledgment receipts for payment.<sup>[22]</sup>

On August 13, 1998, Paran's relatives, Viola Carantes and Lita Paran, brought the Deed of Absolute Sale to the residences of Jimmy, Juanita, and Johnny's son, Loejan

Anudon (Loejan) to have the document signed.<sup>[23]</sup> Viola Carantes and Lita Paran informed Atty. Cefra that they witnessed Jimmy, Juanita, and Loejan sign the document.<sup>[24]</sup> Loejan affixed the signatures for his father, Johnny, and his uncle and aunt, Alfonso and Benita.<sup>[25]</sup>

Atty. Cefra admitted knowing that Loejan affixed the signatures of Johnny, Alfonso, and Benita "with the full knowledge and permission of the three[.]"<sup>[26]</sup> He allowed this on the basis of his belief that this was justified since Loejan needed the proceeds of the sale for the amputation of his mother's leg.<sup>[27]</sup> It clearly appeared that Loejan forged the three (3) signatures. Loejan did not have formal authorization to sign on behalf of his father, uncle, and aunt.

According to Atty. Cefra, he "notarized the questioned document in good faith, trusting in [complainants'] words and pronouncements; with the only purpose of helping them out legally and financially[.]"<sup>[28]</sup>

After receiving Atty. Cefra's Comment, this court referred the case to the Integrated Bar of the Philippines for investigation, report, and recommendation.<sup>[29]</sup>

During the investigation of the Integrated Bar of the Philippines, Juanita appeared without any counsel and manifested her intention to solicit the services of the Public Attorney's Office.<sup>[30]</sup> She also informed the Investigating Commissioner that her co-complainant, Jimmy, had already passed away.<sup>[31]</sup> The mandatory conference was held on February 20, 2009.<sup>[32]</sup> On the same day, the Investigating Commissioner issued an Order<sup>[33]</sup> terminating the mandatory conference and requiring the parties to submit their respective Position Papers.

The Investigating Commissioner found that Atty. Cefra's conduct in notarizing the Deed of Absolute Sale violated the Notarial Law.<sup>[34]</sup> In addition, Atty. Cefra violated Canon 1 of the Code of Professional Responsibility,<sup>[35]</sup> which requires that "[a] lawyer shall uphold the Constitution, obey the laws of the land and promote respect for law and legal processes."

Hence, the Investigating Commissioner recommended the revocation of Atty. Cefra's notarial commission and the disqualification of Atty. Cefra from reappointment as notary public for two (2) years. The Investigating Commissioner also recommended the penalty of suspension from the practice of law for six (6) months.<sup>[36]</sup>

In Resolution No. XIX-2011-249<sup>[37]</sup> dated May 14, 2011, the Board of Governors of the Integrated Bar of the Philippines resolved to adopt the report and recommendation of the Investigating Commissioner.<sup>[38]</sup> However, they recommended that the penalty imposed on Atty. Cefra be modified:

*Atty. Arturo B. Cefra is hereby **SUSPENDED** from the practice of law for one (1) year and immediate **Revocation** of his Notarial Commission and **Perpetual Disqualification** from re-appointment as Notary Public.*<sup>[39]</sup>  
(Emphasis in the original)

Atty. Cefra filed a Motion for Reconsideration,<sup>[40]</sup> asking the Integrated Bar of the Philippines to temper the recommended penalty against him.<sup>[41]</sup> In Resolution No. XXI-2014-93<sup>[42]</sup> dated March 21, 2014, the Board of Governors of the Integrated Bar of the Philippines proposed to lower its original penalty against Atty. Cefra:

*Atty. Arturo B. Cefra [is] **SUSPENDED from the practice of law for one (1) year, his notarial practice, if presently existing, immediately REVOKED and his notarial practice SUSPENDED for two (2) years.***<sup>[43]</sup> (Emphasis in the original)

On September 9, 2014, the Office of the Bar Confidant reported that both parties no longer filed a Petition for Review of Resolution No. XXI-2014-93.<sup>[44]</sup>

We agree and adopt the findings of fact of the Investigating Commissioner. Respondent Atty. Arturo B. Cefra violated the Notarial Law and the Code of Professional Responsibility in notarizing a document without requiring the presence of the affiants.

The notarization of documents ensures the authenticity and reliability of a document. As this court previously explained:

Notarization of a private document converts such document into a public one, and renders it admissible in court without further proof of its authenticity. Courts, administrative agencies and the public at large must be able to rely upon the acknowledgment executed by a notary public and appended to a private instrument. Notarization is not an empty routine; to the contrary, it engages public interest in a substantial degree and the protection of that interest requires preventing those who are not qualified or authorized to act as notaries public from imposing upon the public and the courts and administrative offices generally.<sup>[45]</sup> (Citation omitted)

The earliest law on notarization is Act No. 2103.<sup>[46]</sup> This law refers specifically to the acknowledgment and authentication of instruments and documents. Section 1(a) of this law states that an acknowledgment "shall be made before a notary public or an officer duly authorized by law of the country to take acknowledgments of instruments or documents in the place where the act is done."

The 2004 Rules on Notarial Practice reiterates that acknowledgments require the affiant to appear in person before the notary public. Rule II, Section 1 states:

SECTION 1. Acknowledgment.—"Acknowledgment" refers to an act in which an individual on a single occasion:

(a) **appears in person before the notary public** and presents and integrally complete instrument or document;

(b) is attested to be personally known to the notary public or identified by the notary public through competent evidence of identity as defined by these Rules; and

(c) **represents to the notary public that the signature on the instrument or document was voluntarily affixed by him** for the purposes stated in the instrument or document, declares that he has executed the instrument or document as his free and voluntary act and deed, and, if he acts in a particular representative capacity, that he has the authority to sign in that capacity. (Emphasis supplied)

Rule IV, Section 2(b) states further:

SEC. 2. *Prohibitions.*— . . .

(b) A person shall not perform a notarial act if the person involved as signatory to the instrument or document—

(1) is not in the notary's presence personally at the time of the notarization; and

(2) is not personally known to the notary public or otherwise identified by the notary public through competent evidence of identity as defined by these Rules.

The rules require the notary public to assess whether the person executing the document voluntarily affixes his or her signature. Without physical presence, the notary public will not be able to properly execute his or her duty under the law. In *Gamido v. New Bilibid Prisons Officials*,<sup>[47]</sup> we stated that "[i]t is obvious that the party acknowledging must . . . appear before the notary public[.]"<sup>[48]</sup> Furthermore, this court pronounced that:

[a] document should not be notarized unless the persons who are executing it are the very same ones who are personally appearing before the notary public. The affiants should be present to attest to the truth of the contents of the document and to enable the notary to verify the genuineness of their signature. Notaries public are enjoined from notarizing a fictitious or spurious document. In fact, it is their duty to demand that the document presented to them for notarization be signed in their presence. Their function is, among others, to guard against illegal deeds.<sup>[49]</sup> (Citations omitted)

Notarization is the act that ensures the public that the provisions in the document express the true agreement between the parties. Transgressing the rules on notarial practice sacrifices the integrity of notarized documents. It is the notary public who assures that the parties appearing in the document are the same parties who executed it. This cannot be achieved if the parties are not physically present