

THIRD DIVISION

[A.C. No. 10185, March 12, 2014]

**LICERIO DIZON, COMPLAINANT, VS. ATTY. MARCELINO
CABUCANA, JR., RESPONDENT.**

R E S O L U T I O N

MENDOZA, J.:

On May 14, 2004, complainant Licerio Dizon (*complainant*) filed a petition against Atty. Marcelino Cabucana, Jr. (*Atty. Cabucana*), before the Integrated Bar of the Philippines (*IBP*), praying for the disbarment of the latter for falsification of public document.

In his petition, complainant alleged that he was one of the would-be-buyers of a parcel of land owned by the heirs of the late Florentino Callangan, namely, Susana, Jun and Angeleta, all surnamed Callangan who were parties in Civil Case No. 1-689 filed before the Municipal Trial Court in Cities, Branch 1, Santiago City (*MTCC*); that on November 6, 2003, a compromise agreement was executed by the parties in the said case and notarized before Atty. Cabucana on the same date it was signed at the MTCC; that at the hearing conducted on December 11, 2003 regarding the due execution and the veracity of the compromise agreement, the signatories therein testified that they signed the instrument in the court room of MTCC but not in the presence of Atty. Cabucana as Notary Public; that because of the irregularity in the due execution of the Compromise Agreement, there was undue delay in the resolution/decision of Civil Case No. 1-689 which caused damage and injury to complainant; that Atty. Cabucana violated the Notarial Law in notarizing the document in the absence of most of the signatories/affiants; and that he should be sanctioned in accordance with Rule 138, Section 27 of the Rules of Code and Code of Professional Responsibility. Complainant further alleged that Atty. Cabucana uttered grave threats against him on July 20, 2004 after the hearing of the said case in MTCC.

In his Answer, Atty. Cabucana averred that the complaint was intended to harass him because he was the private prosecutor in a criminal case filed against complainant before the MTCC; that complainant had no cause of action as his right was not violated because he was just a "would be" buyer and not a party to the compromise agreement; and that complainant would not suffer any damage by the pendency of the case or by any defects obtaining in the notarization of the compromise agreement.

In its Report and Recommendation,^[1] dated January 22, 2007, the Investigating Commissioner found that Atty. Cabucana violated Rule 1.01, Canon 1 of the Code of Professional Responsibility when he notarized the compromise agreement without the presence of all the parties, and recommended that he be suspended as Notary Public for a period of two (2) years and from the practice of law for six (6) months.