

## THIRD DIVISION

[ A.C. No. 3223, May 29, 2003 ]

**MA. CORAZON D. FULGENCIO, COMPLAINANT, VS. ATTY.  
BIENVENIDO G. MARTIN, RESPONDENT.**

### DECISION

**CARPIO MORALES, J.:**

In a Complaint<sup>[1]</sup> dated May 9, 1988 which was received by this Court on May 20, 1988, complainant Ma. Corazon D. Fulgencio seeks the imposition of disciplinary measures against Atty. Bienvenido G. Martin (respondent) for falsifying and notarizing two documents of sale purportedly executed by her husband Kua Se Beng (Kua).

On June 1, 1983, in Isabela, Basilan, respondent, a notary public, notarized two documents, a Deed of Absolute Sale<sup>[2]</sup> over a parcel of land and a Bill of Sale<sup>[3]</sup> over a Toyota sedan, both purportedly executed by Kua.

Complainant alleges that the two documents could not have been executed and notarized in Basilan by her husband Kua who later died on July 5, 1983 because he was, on June 1, 1983, confined at the Makati Medical Center as evidenced by the Admission and Discharge Record of the hospital<sup>[4]</sup> and the certification of the attending doctor<sup>[5]</sup> showing his hospital confinement from May 30 to June 30, 1983.<sup>[6]</sup> And she denies having given her consent to, and affixed her signature on, the first document.

Complainant further alleges that as a result of the execution and notarization of the deeds, title to the parcel of land was transferred to Chua Kim & Sons Trading Company, Inc. while ownership of the Toyota sedan was transferred to one Wat Hua C. Ostrea.<sup>[7]</sup>

Additionally, complainant alleges that respondent filed with the Regional Trial Court of Basilan, Branch I in Special Proceedings No. 66, *In re: Petition for Guardianship of the minors Michaelle Bengson, Candice Lovella and Richard Bengson all surnamed Kua*, a document entitled "Inventory and Appraisal"<sup>[8]</sup> without her knowledge and consent as guardian of the minors, which document "contains wrong and untrue information/data."<sup>[9]</sup>

In his Comment,<sup>[10]</sup> respondent admits that he prepared and notarized the questioned Deed of Absolute Sale and Bill of Sale without the vendor Kua personally appearing before him. He asserts, however, that he prepared and notarized the deeds upon the express request of Kua whom he considered as a trusted friend<sup>[11]</sup> under the following circumstances:

ON MAY 28, 1983, A FEW HOURS BEFORE KUA SE BENG AND COMPLAINANT LEFT ISABELA, BASILAN, BOUND FOR MANILA, **KUA SE BENG INSTRUCTED RESPONDENT TO DRAW UP THE NECESSARY DEED OF CONVEYANCE INVOLVING PROPERTY DESCRIBED IN ORIGINAL CERTIFICATE OF TITLE NO. P-3178** FOR A SUM OF P87,000.00 IN FAVOR OF CHUA KIM AND SONS **TRADING CO., INC. AND ANOTHER DEED OF CONVEYANCE** FOR A SUM OF P15,000.00 **INVOLVING ONE (1) UNIT TOYOTA MOTOR** VEHICLE IN FAVOR OF HIS SISTER, WAT HUA C. OSTREA. SINCE KUA SE BENG AND COMPLAINANT WERE ABOUT TO LEAVE ISABELA, BASILAN ON SAID DATE AND THERE WAS NOT ENOUGH TIME TO PREPARE THE INSTRUMENTS IN DUE FORM FOR KUA SE BENG'S SIGNATURE, AND THE PURPOSE OF SAID CONVEYANCES WERE IN PAYMENT OF KUA SE BENG'S ADVANCES FROM THE FAMILY CORPORATION, **RESPONDENT WAS PERSONALLY INSTRUCTED BY COMPLAINANT'S HUSBAND TO SEND THE DEEDS OF CONVEYANCES TO MANILA THROUGH HIS MOTHER, MRS. SUY DIAN CHUA, FOR KUA SE BENG'S SIGNATURE,** WHO WAS SCHEDULED TO LEAVE FOR MANILA SHORTLY AFTER KUA SE BENG'S AND COMPLAINANT'S DEPARTURE FROM ISABELA, BASILAN.

**ON THE BASIS OF THE REPRESENTATION AND INSTRUCTIONS RECEIVED BY RESPONDENT FROM KUA SE BENG THE CONTESTED DOCUMENTS WERE PREPARED AND WERE HANDED TO KUA SE BENG'S MOTHER** WHO LEFT ISABELA, BASILAN FOR MANILA ON JUNE 1, 1983. ...<sup>[12]</sup> (Emphasis supplied)

Respondent likewise asserts that Kua's and complainant's signatures appearing on the first deed and that of Kua on the second are genuine, he (respondent) being "acquainted with the[ir] signatures ... on account of [his] long years of lawyering" for Kua and their family corporation.<sup>[13]</sup>

As to the charge that he filed an "Inventory and Appraisal" that contained "wrong and untrue information," respondent declares:

RESPONDENT...DENIES THE ALLEGATION THAT SAID INVENTORY AND APPRAISAL CONTAINS WRONG AND UNTRUE INFORMATION, THE TRUTH OF THE MATTER BEING THAT THE INFORMATION AND DATA CONTAINED THEREIN WERE LIFTED FROM DOCUMENTS IN THE POSSESSION OF RESPONDENT WHO ACTED AS COUNSEL FOR THE PARTIES IN SPECIAL PROCEEDINGS NO. 66... .

RESPONDENT, HOWEVER, DID NOT KNOW OF COMPLAINANT'S SERIOUS OBJECTIONS TO RESPONDENT'S FILING OF THE INVENTORY AND APPRAISAL DATED MARCH 14, 1988... DESPITE THE ISSUANCE OF LETTERS OF GUARDIANSHIP TO COMPLAINANT AS EARLY AS MARCH 5, 1987.<sup>[14]</sup>

The complaint was referred to the Integrated Bar of the Philippines (IBP) for investigation and recommendation by this Court's Resolution of August 29, 1988.<sup>[15]</sup>

In her October 2, 2001 Report and Recommendation, Commissioner Lydia A. Navarro of the IBP Commission on Bar Discipline, while noting that complainant