

## SECOND DIVISION

[ **Adm. Case No. 5645, July 02, 2002** ]

**ROSALINDA BERNARDO VDA DE ROSALES, COMPLAINANT, VS.  
ATTY. MARIO G. RAMOS, RESPONDENT.**

### D E C I S I O N

**BELLOSILLO, J.:**

This complaint for disbarment was filed in behalf of complainant Rosalinda Bernardo Vda. de Rosales by the National Bureau of Investigation (NBI) against respondent Atty. Mario G. Ramos for violation of Act No. 2711 of the *Revised Administrative Code of 1917, Title IV, Ch. 11*, otherwise known as the Notarial Law, particularly Secs. 245 and 246 thereof.

In September 1990 Manuel A. Bernardo, brother of complainant Rosalinda Bernardo Vda. de Rosales, borrowed from Rosalinda the Original Transfer Certificate of Title No. 194464 covering Lot No. 1-B-4-H in her name. The lot measures 112 square meters and is located at the back of Manuel's house on Fabie Street, Paco, Metro Manila. On 25 November 1990 Rosalinda sold this lot to one Alfredo P. Castro. When she asked her brother Manuel to return her title he refused.

On 22 October 1990 Rosalinda executed an *Affidavit of Loss* of her title and presented the affidavit to the Register of Deeds of Manila.

On 3 September 1991 the Register of Deeds informed Rosalinda that her title to the property was already transferred to Manuel by virtue of a *Deed of Absolute Sale* she purportedly executed in favor of Manuel on 5 September 1990. The document was notarized by respondent Atty. Mario G. Ramos on 1 October 1990 and entered in his Notarial Register as Doc. No. 388, Page No. 718, Book No. 10, Series of 1990. Rosalinda however denied having signed any deed of sale over her property in favor of Manuel.

On 3 September 1991 Rosalinda filed with the NBI a complaint for falsification of public document against her brother Manuel. The NBI invited respondent Atty. Ramos for questioning. The complaint alleged among others that on 12 September 1991 Atty. Mario G. Ramos executed an affidavit before the NBI admitting that when Manuel presented the purported *Deed of Absolute Sale* to him for notarization, he (Atty. Ramos) found some defects in the document and that complainant Rosalinda was not around. The NBI Questioned Documents Division also compared Rosalinda's signature appearing in the *Deed of Absolute Sale* with samples of her genuine signature, and found that the signature in the purported *Deed of Absolute Sale* and her genuine signatures were not written by one and the same person.

On 5 October 1992 the NBI transmitted its findings to the Office of the City Prosecutor of Manila with the recommendation that Manuel and Atty. Ramos be

prosecuted for Falsification of Public Document under Art. 172 in relation to Art. 171 of *The Revised Penal Code*, and that Atty. Ramos be additionally charged with violation of the Notarial Law.

The NBI also transmitted to the Integrated Bar of the Philippines (IBP) Commission on Bar Discipline (CBD) photocopies of the NBI investigation report and its annexes, and a verified complaint<sup>[1]</sup> for disbarment signed by Rosalinda. The CBD received the records on 5 October 1992. On the same date, the CBD through Commissioner Victor C. Fernandez directed respondent to submit an answer to the complaint within fifteen (15) days from notice.

Respondent admitted in his Answer<sup>[2]</sup> that he had affixed his signature on the purported Deed of Absolute Sale but failed to enter the document in his Notarial Registry Book. He also admitted executing before the NBI on 12 September 1991 an affidavit regarding the matter. Respondent prayed for the dismissal of the complaint since according to him he only inadvertently signed the purported *Deed of Absolute Sale* and/or that his signature was procured through mistake, fraud, undue influence or excusable negligence, claiming that he simply relied on the assurances of Manuel that the document would not be used for purposes other than a loan between brother and sister, and that he affixed his signature thereon with utmost good faith and without intending to obtain personal gain or to cause damage or injury to another.

The CBD set the case for hearing on 3 March 2000, 28 April 2000, 16 June 2000 and 5 October 2000. Complainant never appeared. The records show that the notices sent to her address at 1497 Fabie Street, Paco, Manila, were returned unclaimed.<sup>[3]</sup>

On 26 January 2002 the IBP Board of Governors approved the report and recommendation of the CBD through Commissioner Fernandez that the case against respondent be dismissed in view of complainant's failure to prosecute and for lack of evidence on record to substantiate the complaint.<sup>[4]</sup> The Investigating Commissioner found that the notices sent to complainant were returned unclaimed with the annotation "moved out," and that she did not leave any forwarding address, and neither did she come to the CBD to inquire about the status of her case. From these actuations, he concluded that complainant had lost interest in the further prosecution of this case,<sup>[5]</sup> and so recommended its dismissal.

We cannot wholly agree with the findings and recommendation of the Investigating Commissioner. It is clear from the pleadings before us that respondent violated the Notarial Law in failing to register in his notarial book the deed of absolute sale he notarized, which fact respondent readily admitted.

The Notarial Law is explicit on the obligations and duties of a notary public. It requires him to keep a notarial register where he shall record all his official acts as notary,<sup>[6]</sup> and specifies what information with regard to the notarized document should be entered therein.<sup>[7]</sup> Failure to perform this duty results in the revocation of his commission as notary public.<sup>[8]</sup>

The importance attached to the act of notarization cannot be overemphasized. Notarization is not an empty, meaningless, routinary act. It is invested with

substantive public interest, such that only those who are qualified or authorized may act as notaries public.<sup>[9]</sup> Notarization converts a private document into a public document thus making that document admissible in evidence without further proof of its authenticity.<sup>[10]</sup> A notarial document is by law entitled to full faith and credit upon its face. 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.<sup>[11]</sup>

For this reason notaries public must observe with utmost care the basic requirements in the performance of their duties.<sup>[12]</sup> Otherwise, the confidence of the public in the integrity of this form of conveyance would be undermined.<sup>[13]</sup> Hence a notary public should not notarize a document unless the persons who signed the same are the very same persons who executed and personally appeared before him to attest to the contents and truth of what are stated therein.<sup>[14]</sup> The purpose of this requirement is to enable the notary public to verify the genuineness of the signature of the acknowledging party and to ascertain that the document is the party's free act and deed.<sup>[15]</sup>

The notary public is further enjoined to record in his notarial registry the necessary information regarding the document or instrument notarized and retain a copy of the document presented to him for acknowledgment and certification especially when it is a contract.<sup>[16]</sup> The notarial registry is a record of the notary public's official acts. Acknowledged documents and instruments recorded in it are considered public documents. If the document or instrument does not appear in the notarial records and there is no copy of it therein, doubt is engendered that the document or instrument was not really notarized, so that it is not a public document and cannot bolster any claim made based on this document. Considering the evidentiary value given to notarized documents, the failure of the notary public to record the document in his notarial registry is tantamount to falsely making it appear that the document was notarized when in fact it was not.

We take note of respondent's admission in his Answer that he had affixed his signature in the purported *Deed of Absolute Sale* but he did not enter it in his notarial registry. This is clearly in violation of the Notarial Law for which he must be disciplined.

Respondent alleges that he merely signed the *Deed of Absolute Sale* inadvertently and that his signature was procured through mistake, fraud, undue influence or excusable negligence as he relied on the assurances of Manuel A. Bernardo, a *kababayan* from Pampanga, that the document would not be used for any illegal purpose.

We cannot honor, much less give credit to this allegation. That respondent notarized the document out of sympathy for his *kababayan* is not a legitimate excuse. It is appalling that respondent did away with the basics of notarial procedure in order to accommodate the alleged need of a friend and client. In doing so, he displayed a decided lack of respect for the solemnity of an oath in a notarial document. He also exhibited his clear ignorance of the importance of the office of a notary public. Not only did he violate the Notarial Law, he also did so without thinking of the possible damage that might result from its non-observance.