

THIRD DIVISION

[A.C. No. 4700, April 12, 2000]

RICARDO B. MANUBAY, COMPLAINANT, VS. ATTY. GINA C. GARCIA, RESPONDENT.

DECISION

PANGANIBAN, J.:

In administrative cases against lawyers, the burden of proof rests upon the complainant. Administrative complaints that are prima facie groundless as shown by the pleadings filed by the parties need not be referred to the Integrated Bar of the Philippines for further investigation. They may be summarily dismissed for utter lack of merit.

The Case and the Facts

In a verified Complaint dated February 5, 1997 and addressed to the Office of the Bar Confidant, Ricardo B. Manubay charged Atty. Gina C. Garcia with misconduct in the performance of her duties as a notary public. The Complaint reads as follows:

"I have the honor to file an Administrative Complaint against Atty. Gina C. Garcia[,], 4045 Bigasan Street, Palanan, Makati City[,], a Notary Public, for and in the City of Makati, for fraudulently and in confabulation with Lolita M. Hernandez, and alleged two (2) instrumental witnesses, whose identities and names are unknown, [making] it appear in a Contract of Lease, herewith attached as Annex "A" that the undersigned complainant appeared and signed in February, 1996, the questioned Contract of Lease (Annex "A"), and on March 5, 1996, same complainant appeared and signed before the above-named respondent, in the presence of said instrumental witnesses, when the truth is, I signed the Contract of Lease in my office at the above-mentioned address when the document was presented to me by Ricardo Trinidad, an agent and collector of rent of Lolita M. Hernandez. That I did not sign said document in February, nor signed and appeared before the respondent in the presence of the witnesses and Lolita M. Hernandez.

"That I filed a Civil Case to [d]eclare as null and void, ab initio, the Contract of Lease, a xerox copy is herewith attached as Annex "B" which was furnished x x x me by Ricardo Trinidad in December, 1996, along with the draft copy of the 1997 Contract of Lease, when I saw [in] said Annex "B" the anomalies perpetrated by said respondent with her cohorts mentioned above. The case is now docketed as Civil Case No. 96-2077, entitled: 'Ricardo B. Manubay vs. Lolita M. Hernandez, et al.'™ filed on December 27, 1996, and now pending in the Regional Trial Court of Makati City, Branch No. 60."

In a Resolution dated April 23, 1997, the Court directed respondent to comment on the Complaint.

Instead of filing a Comment, respondent submitted a Motion to Dismiss grounded essentially on complainant's noncompliance with Administrative Circular No. 04-94. At the recommendation of the Office of the Bar Confidant, the Court then directed her to file an Extended Comment.

In her Extended Comment dated May 31, 1999, respondent denied any misconduct or irregularity in the performance of her duties as notary public. She insisted that complainant had actually appeared before her, shown his Community Tax Certificate and signed the subject Contract of Lease on March 5, 1996. She maintained that "this case is inextricably woven into Mr. Manubay's brazen strategy of filing all possibly-related cases to stymie and tie the hands of the lessor and her lawyers and keep the property in perpetual litigation."^[1]

Thereafter, complainant filed, *motu proprio*, a Reply to the Extended Comment. Atty. Garcia, on the other hand, responded with a Rejoinder.^[2]

The Court normally refers administrative cases to the Integrated Bar of the Philippines (IBP) for investigation, report and recommendation. Considering, however, that the question being raised is simple and that no further factual determination is necessary, the Court resolves to dispense with such referral and to decide the case on the basis of the extensive pleadings already on record, which all show the lack of merit of the Complaint.

Issue

The question before us is whether respondent may be held administratively liable for misconduct.

The Court's Ruling

Complainant fails to show misconduct on the part of respondent.

Respondent's Misconduct Not Proven

A lawyer may be disbarred or suspended for any misconduct showing any fault or deficiency in moral character, honesty, probity or good demeanor.^[3] The lawyer's guilt, however, cannot be presumed.^[4] Allegation is never equivalent to proof, and a bare charge cannot be equated with liability.

In this case, complainant alleges that Atty. Garcia made it appear that he had signed the Contract of Lease in her presence sometime in February, 1996 and again on March 5, 1996. He insists that he did not sign the document in February, let alone in the presence of respondent and one Lolita Hernandez, the lessor under the Contract.

It is a settled rule that one who denies the due execution of a deed where one's signature appears has the burden of proving that, contrary to the recital in the jurat, one never appeared before the notary public and acknowledged the deed to be a