



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

RENE B. CARANDANG, A.C. No. 13343
Complainant,

Present:

- versus -

CAGUIOA, J., *Chairperson,*
INTING,
GAERLAN,
DIMAAMPAO, and
SINGH, JJ.

ATTY. ALFREDO RAMIREZ, Promulgated:
JR.,

Respondent. September 14, 2022

X-----MISDCBaH-----X

R E S O L U T I O N

INTING, J.:

Before the Court is a disbarment complaint¹ filed by Rene B. Carandang (complainant) before the Integrated Bar of the Philippines (IBP) against Atty. Alfredo Ramirez, Jr. (respondent) for the alleged violation of Administrative Matter No. 02-8-13-SC, or the 2004 Rules on Notarial Practice (Notarial Rules), and the Code of Professional Responsibility (CPR).

The Antecedents

Records disclose that on August 20, 2014, respondent notarized a Deed of Sale of Motor Vehicle² involving a Nissan Almera (Nissan Deed of Sale), which was supposedly executed by complainant in favor of Rockefeller F. Baltero (Baltero) for the amount of ₱520,000.00. Complainant, however, denied the authenticity of the document and alleged that he neither sold his vehicle to Baltero nor appeared before

¹ *Rollo*, pp. 1-7.

² *Id.* at 17-18.

respondent notary public for the execution of the Nissan Deed of Sale. Consequently, complainant filed a criminal case for Falsification of a Public Document³ (first criminal case) against Baltero, among others.⁴

In his Counter-Affidavit,⁵ Baltero narrated that on August 20, 2014, he purchased complainant's black Toyota Vios for ₱520,000.00. Less than a week later, he agreed to purchase complainant's Nissan Almera and silver Toyota Vios (silver Vios) for ₱520,000.00 each. Then, on August 28, 2014, he paid complainant ₱520,000.00 for the Nissan Almera and ₱250,000.00 for the silver Vios. Because he left a balance of ₱270,000.00 for the silver Vios unpaid, complainant refused to execute a deed of sale over the Nissan Almera.⁶ Baltero thus stressed that he could not have committed the crime charged because no deed of sale over the Nissan Almera was ever executed to begin with.⁷

In support thereof, Baltero submitted the following documents, *viz.*:

1. Deed of Sale of Motor Vehicle⁸ dated August 20, 2014 (Black Vios Deed of Sale);
2. Deed of Sale with Assumption of Mortgage⁹ dated August 28, 2014 (Silver Vios Deed of Sale); and
3. Respondent's notarized Sworn-Statement¹⁰ dated October 10, 2016, alleging that he personally witnessed the execution of the Black Vios Deed of Sale and the Silver Vios Deed of Sale (subject deeds) which he duly recorded in his notarial register under Doc. No. 450, Page 90, Book II, Series of 2014 and Doc. No. 496, Page No. 100, Book I, Series of 2014, respectively.¹¹

³ Docketed as NPS Docket No. IV-19-INV-161-00522

⁴ Manelyn Ondillo and Roben Dordas, witnesses of the Deed of Sale of Motor Vehicle dated August 20, 2014, are Rockefeller Baltero's co-accused in the criminal case. *Id.* at 9, 17.

⁵ *Id.* at 27-31.

⁶ *Id.* at 28-29.

⁷ *Id.* at 30.

⁸ *Id.* at 31-32.

⁹ *Id.* at 35-36.

¹⁰ *Id.* at 43.

¹¹ *Id.*

Complainant, certain that he did not execute the aforementioned documents, secured a certification¹² from the Notarial Section of the Office of the Clerk of Court (OCC), Biñan City, Laguna, which stated that: *First*, the Black Vios Deed of Sale and the Nissan Deed of Sale were not among the submitted notarial documents of respondent. Although respondent's transmittal letter dated December 29, 2014 states that *Book II, Series of 2014 contained only 410 documents*, both deeds of sale are denominated as Doc. No. 450, Page 90, Book II, Series of 2014.¹³ *Second*, the Silver Vios Deed of Sale, denominated as Doc. No. 496, Page No. 100, Book I, Series of 2014, was not among the notarial documents submitted by respondent. This is because what was listed on respondent's notarial register as Doc. No. 496 in Book I is a document denominated as a "Request for Termination of Housing Loan."¹⁴

This prompted complainant to file another criminal case for Falsification of a Public Document and Perjury¹⁵ (second criminal case) against Baltero and respondent.

In his Counter-Affidavit,¹⁶ respondent stated that when complainant and Baltero came to his office on August 20, 2014, they had already signed the Black Vios Deed of Sale that they sought to have notarized. He added that his only duty then was to certify that they were the persons who signed the deed of sale and that he notarized the document in the presence of complainant, with his acknowledgment and solemn vow that he signed his name on it of his own free will.

Hence, the present administrative case.¹⁷

Complainant alleged that the OCC certification stating that the subject deeds were nonexistent in respondent's notarial records totally contradicted the latter's notarized Sworn Statement in the *first criminal case* wherein he averred that he personally witnessed and even notarized the documents purportedly executed by complainant and Baltero.¹⁸

¹² Id. at 46, 48.

¹³ Id. at 46.

¹⁴ Id. at 48.

¹⁵ Docketed as NPS Docket No. IV-10-INV-16K-00599, id. at 2, 54-66.

¹⁶ Id. at 50-53.

¹⁷ Id. at 1-7.

¹⁸ Id. at 3.

Complainant further alleged that respondent; in his Counter-Affidavit¹⁹ in the *second criminal case*, made an inconsistent statement asserting that the Black Vios Deed of Sale was already signed by complainant and Baltero when they went to his office. Complainant pointed out that in the Police Report²⁰ dated October 4, 2016, respondent's secretary furnished the Criminal Investigation and Detection Group (CIDG) with a different version of the Black Vios Deed of Sale which was also notarized by respondent.²¹

Proceedings before the IBP

On September 5, 2017, the IBP Commission on Bar Discipline directed respondent to file his answer to the disbarment complaint but to no avail.²²

Thereafter, the IBP issued a Notice of Mandatory Conference²³ scheduled on December 11, 2018. However, during the mandatory conference, respondent failed to appear.²⁴

The case was set again for mandatory conference on November 15, 2019 but this time, both parties failed to appear. As such, the IBP directed the parties to submit their respective position papers.²⁵

Complainant received a copy of the IBP Order²⁶ on January 8, 2020, but he did not file his position paper. As to respondent, the IBP Order was returned to sender because he could not be located at the address given by complainant.²⁷

To afford him due process, the IBP re-sent the Order to respondent's address as indicated in its records.²⁸ Still, respondent failed to submit his position paper.

¹⁹ Id. at 50-53.

²⁰ Id. at 68-70.

²¹ Id. at 5.

²² Id. at 79.

²³ Id. at 82.

²⁴ Id. at 97.

²⁵ Id. at 117-118.

²⁶ Id.

²⁷ Id. at 123-124.

²⁸ Id. at 124.

The IBP's Report and Recommendation

In the Report and Recommendation²⁹ dated June 9, 2021, Investigating Commissioner Vicente C. Andiano (Investigating Commissioner) opined that respondent should not be allowed to benefit from his non-appearance in the hearings, and he has only himself to blame for not having advanced his defenses.³⁰ Citing *Agbulos v. Atty. Viray*³¹ (*Viray*), the Investigating Commissioner found respondent guilty of violating the Notarial Rules and recommended that he be suspended from the practice of law for a period of one (1) year, that his notarial commission be revoked, and that he be prohibited from being commissioned as notary public for a period of two (2) years.³²

On August 28, 2021, the IBP Board of Governors resolved to adopt the findings and recommendations of the Investigating Commissioner, *viz.*:³³

RESOLVED, to ADOPT and APPROVE, as it is hereby ADOPTED and APPROVED, the Report and Recommendation of the Investigating Commissioner in the instant case, to impose upon Respondent Atty. Alfredo Ramirez Jr. the following penalties: - 1) SUSPENSION from the practice of law for One (1) Year; 2) the IMMEDIATE REVOCATION of his Notarial Commission, if subsisting; 3) DISQUALIFICATION for Two (2) Years from being commissioned as a Notary Public.³⁴

The Issue

The issue for the Court's resolution is whether the IBP correctly found respondent liable for breach of the Notarial Rules, the Lawyer's Oath, and the CPR in connection with his sworn statements in the criminal cases pertaining to the notarization of the subject deeds of sale between complainant and Baltero.

The Court's Ruling

The Court adopts the findings of the IBP Board of Governors with *modification* as to the penalty to be imposed against respondent.

²⁹ Id. at 123-130.

³⁰ Id. at 126, citing *Stemmerik v. Atty. Mas*, 607 Phil. 89, 95 (2009).

³¹ 704 Phil. 1 (2013).

³² *Rollo*, p. 130.

³³ Id. at 121.

³⁴ Id.

It is well to stress that notarization is not a meaningless act, but is one imbued with substantial public interest.³⁵ This is because “a notarized document is entitled to full faith and credit” under the law.³⁶ A notary public, such as respondent, is thus mandated “to discharge with faithfulness the sacred duties of his profession,”³⁷ and to strictly comply with the parameters set forth under the Notarial Rules.³⁸ “Otherwise, the public’s confidence in the integrity of a notarized document would be undermined.”³⁹

As the IBP correctly found, the subject deeds of sale in the case bore the following glaring irregularities:

First, the Nissan Deed of Sale and the Black Vios Deed of Sale had the *same notarial entries*, that is, “Doc. No. 450, Page No. 90, Book II, Series of 2014.” Likewise, the Silver Vios Deed of Sale and a document entitled “Request for Termination of Housing Loan” contained the *same notarial details*, which is, “Doc. No. 496, Page No. 100, Book I, Series of 2014.”

Second, the Black Vios Deed of Sale, which was supposedly notarized on August 20, 2014, was entered in respondent’s notarial register, specifically, in *Book II*, Series of 2014. Meanwhile, the Silver Vios Deed of Sale, which respondent appears to have notarized *later*, or on August 28, 2014, was registered in *Book I*, Series of 2014.

Last, the Nissan Deed of Sale and the Black Vios Deed of Sale were both numbered as “*Document No. 450*” even though respondent’s notarial register designated as *Book II*, Series of 2014 contained *only 410 documents*.

Taken together, the circumstances raise serious doubts as to respondent’s notarization of the subject deeds of sale. Indeed, the mere fact that *multiple documents contained the same notarial entries* constitutes as a violation of Section 2(e),⁴⁰ Rule VI of the Notarial Rules,

³⁵ *Sanchez v. Atty. Inton*, A.C. No. 12455, November 5, 2019.

³⁶ *Heirs of Torrices v. Atty. Galano*, A.C. No. 11870 (Resolution), July 7, 2020.

³⁷ *Id.*

³⁸ *Rigon, Jr. v. Atty. Subia*, A.C. No. 10249, September 7, 2020.

³⁹ *Atty. Lim v. Atty. Tabiliran, Jr.*, A.C. No. 10793, September 16, 2020.

⁴⁰ Section 2. X X X

(e) The notary public shall give to each instrument or document executed, sworn to, or acknowledged before him a number corresponding to the one in his register, and shall also state on the instrument or document the page/s of his register on which the same is recorded. No blank line shall be left between entries.

which requires a notary public to give *each document* he or she notarizes a number corresponding to the one in his or her register.

Moreover, it is settled that “[a] notary public is not allowed to notarize a document unless the persons who signed the same are the very same persons who executed [it] and personally appeared before him [or her] to attest to the contents and truth of what are stated therein.”⁴¹

Here, respondent even *attested* to the fact of notarization of the subject deeds of sale in his sworn statements despite clear evidence that proves otherwise. For one, complainant has adamantly denied having appeared before respondent, or any notary public for that matter, to have the subject deeds of sale notarized. For another, all three deeds of sale are *not* among the notarial documents submitted by respondent as certified by the OCC.

Even worse, respondent, during the CIDG investigation, submitted a *different version* of the Black Vios Deed of Sale, which also appears to have been notarized by him. To recall, the Black Vios Deed of Sale attached in Baltero’s Counter-Affidavit, which was dated August 20, 2014, involved a vehicle with Engine No. 2NZ6987908 and MV File No. 1396-00000099155. In contrast, the document that respondent gave to the CIDG was dated August 28, 2014, and it pertained to the sale of a vehicle with Engine No. 2NZ6984362, and MV File No. 1301-00000041762.⁴²

By being untruthful, respondent not only violated his solemn oath “*to do no falsehood, nor consent to the doing of any in court*” but also breached the following peremptory tenets of ethical conduct:⁴³

CANON 1 - A LAWYER SHALL UPHOLD THE CONSTITUTION, OBEY THE LAWS OF THE LAND AND PROMOTE RESPECT FOR LAW OF AND LEGAL PROCESSES.

Rule 1.01 - A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

x x x x

⁴¹ *Tabao v. Atty. Lacaba*, A.C. No. 9269, March 13, 2019. See also Section 2(b), Rule IV of the Notarial Rules which states that a notary public 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.

⁴² *Id.*

⁴³ See *Piczon-Hermoso v. Atty. Parado*, A.C. No. 8116, September 16, 2020.

Rule 7.03 - A lawyer shall not engage in conduct that adversely reflects on his fitness to practice law, nor shall he whether in public or private life, behave in a scandalous manner to the discredit of the legal profession.

x x x x

CANON 10 - A LAWYER OWES CANDOR, FAIRNESS AND GOOD FAITH TO THE COURT.

Rule 10.01 - A lawyer shall not do any falsehood, nor consent to the doing of any in Court; nor shall he mislead, or allow the Court to be misled by any artifice.

Respondent's unethical conduct was further compounded by his obstinate refusal to participate in the proceedings before the IBP, which in itself, constitutes as a violation of Canon 11 of the CPR:⁴⁴

Canon 11 — A lawyer shall observe and maintain the respect due to the courts and to judicial officers and should insist on similar conduct by others.

Respondent, as a lawyer and as a notary public, is “expected to refrain from doing any act or omission calculated to lessen the trust and confidence reposed by the public in the integrity of the legal profession.”⁴⁵ In such cases, the Court “will not hesitate to impose the necessary penalty to a lawyer whose conduct falls short of the exacting standards expected of him as a member of the bar.”⁴⁶

The Court, however, is not inclined to adopt the IBP's recommendation as to the duration of respondent's period of suspension.

The factual milieu in *Viray* — the IBP's basis for recommending the penalty of suspension from the practice of law for one year — is not in all fours with the instant case.

While it is true that the notaries public in both cases allowed themselves to be used as instruments of fraud, the respondent lawyer in *Viray* immediately admitted to the illegal notarization, apologized for it, and explained that he did so because he was assured by the client that the

⁴⁴ See *Atty. Velarde v. Atty. Ilagan*, A.C. No. 12154, September 17, 2019.

⁴⁵ See *Ladrera v. Atty. Osorio*, A.C. No. 10315, January 22, 2020.

⁴⁶ *Atty. Lim v. Atty. Tabiliran, Jr.*, supra note 39.

document was executed by the complainant therein.⁴⁷

In contrast, respondent, in his Sworn-Statement in the *first criminal case*, averred that he notarized the subject deeds after personally witnessing the signing and execution of the documents in question. Then, in the *second criminal case*, respondent asserted that the subject deeds were already signed by the parties when they went to his office to have them notarized thereby contradicting the earlier statements that he made under oath in a criminal proceeding no less.⁴⁸

In light of the following, the Court deems it proper to *increase* the period of respondent's suspension from the practice of law from one (1) year to two (2) years in line with prevailing jurisprudence.⁴⁹

WHEREFORE, the Court finds respondent Atty. Alfredo Ramirez, Jr. **GUILTY** of violating the Lawyer's Oath, the Code of Professional Responsibility, and the 2004 Rules on Notarial Practice. Accordingly, the Court hereby **SUSPENDS** him from the practice of law for a period of two (2) years; **REVOKES** his incumbent notarial commission, if any; and **PROHIBITS** him from being commissioned as a notary public for a period of two (2) years. He is likewise **STERNLY WARNED** that a repetition of the same or similar conduct in the future shall be dealt with more severely.

The suspension from the practice of law, the prohibition from being commissioned as a notary public, and the revocation of his notarial commission, if any, shall take effect immediately upon receipt of this Resolution by respondent. He is **DIRECTED** to immediately file a Manifestation to the Court that his suspension has started, copy furnished all courts and quasi-judicial bodies where he has entered his appearance as counsel.

Let copies of this Resolution be furnished to the Office of the Bar Confidant to be appended to respondent's personal record as an attorney; the Integrated Bar of the Philippines for its information and guidance; and the Office of the Court Administrator for circulation to all courts in the country.


⁴⁷ *Agbulos v. Atty. Viray*, supra note 31, at 3.

⁴⁸ *Rollo*, p. 5.

⁴⁹ See *Atty. Velarde v. Atty. Ilagan*, supra note 44; *Piczon-Hermoso v. Atty. Parado*, supra note 43; *Heirs of Torrices v. Atty. Galano*, supra note 36; *Triol v. Atty. Agcaoli, Jr.*, 834 Phil. 154 (2018).


The Notice of Resolution No. CBD-XXV-2021-08-33 dated August 28, 2021 of the Integrated Bar of the Philippines-Board of Governors transmitted by letter dated January 11, 2022 of Atty. Avelino V. Sales, Jr., Director for Bar Discipline, together with the records of the case and flash drive file, is **NOTED**.


SO ORDERED.


HENRI JEAN PAUL B. INTING
Associate Justice

WE CONCUR:


ALFREDO BENJAMIN S. CAGUIOA
Associate Justice
Chairperson


SAMUEL H. GAERLAN
Associate Justice


JAPAR B. DIMAAMPAO
Associate Justice


MARIA FILOMENA D. SINGH
Associate Justice