



Republic of the Philippines  
**Supreme Court**  
Manila

**THIRD DIVISION**

**NOTICE**

Sirs/Mesdames

*Please take notice that the Court, Third Division, issued a Resolution dated **March 29, 2023**, which reads as follows:*

**A.C. No. 10706 – INGRID C. BALAOING, Complainant, versus ATTY. ISMAEL S. LAYA, Respondent.**

Before the Court is the Complaint Affidavit,<sup>1</sup> dated November 25, 2014, filed by complainant Ingrid Cueto Balaoing (**Balaoing**), charging respondent Atty. Ismael S. Laya (**Atty. Laya**) with violations of the Code of Professional Responsibility (**CPR**), the Lawyer's Oath, and the 2004 Rules on Notarial Practice (**Notarial Rules**).

***The Facts***

Balaoing alleged that on three separate occasions, Atty. Laya notarized documents without the personal appearance of the affiant.

First, Balaoing alleged that on June 28, 2014, Atty. Laya notarized the Verification and Certification Against Forum-Shopping<sup>2</sup> attached to the Petition for Quieting of Title, Damages and Attorney's Fees (**Petition for Quieting of Title**),<sup>3</sup> docketed as Civil Case No. 2014-1034, filed by Ingemar P. Cueto (**Cueto**) against Balaoing and Benjamin P. Cueto, Jr., even if on that very day, Cueto was not in the Philippines.<sup>4</sup>

Second, Balaoing alleged that Atty. Laya notarized the Special Power of Attorney (**SPA**),<sup>5</sup> dated July 31, 2014,<sup>6</sup> executed by Cueto and his wife, Ma. Luisa E. Cueto (**Luisa**), which constituted Atty. Pastor J. Tramor, Jr.

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<sup>1</sup> *Rollo*, pp. 1-3.

<sup>2</sup> *Id.* at 9.

<sup>3</sup> *Id.* at 4-11.

<sup>4</sup> *Id.* at 1.

<sup>5</sup> *Id.* at 24.

<sup>6</sup> There appears to be a mistake as to the dates of this particular Special Power of Attorney. While the Complaint-Affidavit refers to the Special Power of Attorney, notarized on July 31, 2014, Atty. Ismael S. Laya, refers to a Special Power of Attorney, notarized on September 13, 2014 in his pleadings.

(Atty. Trimor), as their attorney-in-fact in Criminal Case No. 2013-186, which was then pending before Municipal Trial Court in Cities in Gingoog City. Again, Balaoing claimed that Cueto could not have been personally present during the notarization of the SPA, as he was not in the Philippines at the time.<sup>7</sup>

Finally, as with the previous two instances, Balaoing claimed that on September 30, 2014, Atty. Laya again notarized the Verification and Certification Against Forum-Shopping<sup>8</sup> attached to the Petition for Suspension of Criminal Cases<sup>9</sup> in Criminal Case Nos. 2013-186 and 2013-187, even if Cueto was out of the country that very day.

In the Resolution,<sup>10</sup> dated February 2, 2015, the Court required Atty. Laya to file his Comment on the Complaint Affidavit of Balaoing.

In his Comment,<sup>11</sup> Atty. Laya denied the allegations of Balaoing and claimed that these were baseless and only served to harass him.<sup>12</sup>

As regards the first incident, Atty. Laya explained that on May 7, 2014 at around 5 p.m., Cueto came to his office and requested him to notarize the Verification and Certification Against Forum-Shopping. Cueto affixed his signature thereon, and presented Passport No. EB 2535173 as proof of his identity to Atty. Laya. Atty. Laya then took steps to confirm that Cueto understood the contents of the Petition for Quieting of Title, and to verify the identity of Cueto. Thereafter, Cueto left Atty. Laya's office as he had to buy *pasalubong* in SM City for his relatives. Atty. Laya claimed that he was about to sign the notarial portion of the document when a client arrived at his office. Thereafter, his wife asked him to accompany her to the Cogon market. It was not until June 28, 2014, at around 9:00 a.m., when a person went to Atty. Laya's office that he realized that he was not able to sign the notarial portion of the Verification and Certification Against-Forum Shopping that Cueto asked him to notarize. It was only then that he notarized the same and recorded it in his Notarial Book.<sup>13</sup>

For the allegations that he notarized an SPA and another Verification and Certification Against Forum-Shopping without the physical presence of the affiant, Atty. Laya explained that on July 22, 2014, Cueto, this time with Luisa and Conchita Pabatao (**Pabatao**), again came to his office at around 5:00 p.m. and requested that these documents be notarized.<sup>14</sup> After

<sup>7</sup> *Rollo*, p. 2, Complaint Affidavit.

<sup>8</sup> *Id.* at 18-19.

<sup>9</sup> *Id.* at 12-17.

<sup>10</sup> *Id.* at 25.

<sup>11</sup> *Id.* at 36-41.

<sup>12</sup> *Id.* at 36 and 38.

<sup>13</sup> *Id.* at 37.

<sup>14</sup> *Id.* at 38.

confirming with Cueto, Luisa, and Pabatao that they understood the contents of the SPA and the Verification and Certification Against Forum-Shopping and verifying their identities, Atty. Laya told Cueto to affix his signature on the former, and Cueto, Luisa, and Pabatao to affix their signatures on the latter.<sup>15</sup> Thereafter, Atty. Laya told Cueto, Luisa, and Pabatao to just come back for the documents as he was then very busy preparing pleadings.<sup>16</sup> For his notarial fees, Cueto paid ₱1,000.00 for the two documents.<sup>17</sup>

On September 4, 2014, Atty. Trimor called Atty. Laya on the phone and inquired about the SPA of Cueto. When Atty. Laya finally located the SPA, he was surprised to see that Cueto was not able to sign the same. Atty. Trimor offered to send, by electronic mail, the SPA to Cueto and instructed the latter to send it back to the Philippines. Atty. Laya received the signed SPA on September 13, 2014 and considering that he already knew Cueto, he notarized the same upon receipt.<sup>18</sup>

As for the second Verification and Certification Against Forum-Shopping, it was only on September 30, 2014 that he signed the same because he supposedly misplaced it, and also without the physical presence of Cueto, Luisa, and Pabatao.<sup>19</sup> To corroborate his explanations, Atty. Laya submitted an Affidavit,<sup>20</sup> dated July 16, 2015, of Cueto, duly authenticated by the Philippine Consul to Singapore.<sup>21</sup>

In her “Comment”<sup>22</sup> to Atty. Laya’s Comment, Balaoing reiterated her allegations in the Complaint Affidavit. In his Reply thereto, Atty. Laya also reiterated the contents of his Comment.<sup>23</sup>

In the Resolution,<sup>24</sup> dated November 9, 2016, the Court referred the case to the Integrated Bar of the Philippines (IBP) for investigation, report and recommendation.

### ***The Report and Recommendation of the Investigating Commissioner***

In the Report and Recommendation,<sup>25</sup> dated February 11, 2020, of the Investigating Commissioner of the IBP Commission on Bar Discipline (CBD), Atty. Laya was found liable for violation of Canon 1, Rule 1.01 of the

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<sup>15</sup> Id.

<sup>16</sup> Id. at 39.

<sup>17</sup> Id.

<sup>18</sup> Id.

<sup>19</sup> Id.

<sup>20</sup> Id. at 49-56.

<sup>21</sup> Id. at 47-48.

<sup>22</sup> Id. at 65-66.

<sup>23</sup> Id. at 67-72.

<sup>24</sup> Id. at 74.

<sup>25</sup> Id. at 98-105.

CPR and the Notarial Rules. By admitting that he notarized the two Verification and Certifications Against Forum-Shopping on June 28, 2014 and September 30, 2014, and the SPA on September 13, 2014 in the absence of the affiants. Atty. Laya violated Section 2(b)(1), Rule IV of the Notarial Law which mandates that a notary public shall not perform a notarial act if the affiant is not in the notary public's presence at the time of the notarization. In addition, the Investigating Commissioner found that Atty. Laya violated Rule 1.01, Canon 1 of the CPR, which provides that a lawyer shall not engage in unlawful, dishonest, immoral, or deceitful conduct.

For the foregoing violations, the Investigating Commissioner recommended that Atty. Laya be suspended for three months as a notary public and be sternly warned that more severe penalties shall be imposed for any further breach of the Canons of the CPR and the Notarial Act.<sup>26</sup>

### ***The Ruling of the IBP Board of Governors***

In the Notice of Resolution,<sup>27</sup> dated July 25, 2020, and Extended Resolution,<sup>28</sup> dated July 1, 2022, the IBP Board of Governors, modified the recommendation of the Investigating Commissioner:

**WHEREFORE**, this Board *RESOLVES to APPROVE and ADOPT, as it is hereby APPROVED and ADOPTED, the Report and Recommendation of the Investigating Commissioner in the above-entitled case, after finding the report to be fully supported by the evidence on record and the applicable laws and rules, with modification on the recommended penalty for Atty. Ismael S. Laya to **SUSPENSION from the practice of law for three (3) months**, as it is his first offense, **IMMEDIATE REVOCATION of notarial commission if subsisting, and DISQUALIFICATION from re-appointment as notary public for two (2) years for violation of the notarial law.***

**SO ORDERED.**<sup>29</sup> (Emphasis in the original)

The IBP Board of Governors found that by notarizing the two Verification and Certifications Against Forum-Shopping absent the affiants, Atty. Laya violated Sections 2(b) and 6, Rule IV of the Notarial Act and Rule 1.01, Canon 1 of the CPR.

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<sup>26</sup> Id. at 105.

<sup>27</sup> Id. at 96-97.

<sup>28</sup> Id. at 106-111.

<sup>29</sup> Id. at 111.

***The Issue***

Is the penalty imposed by the IBP Board of Governors commensurate to the offense committed by Atty. Laya?

***The Ruling of the Court***

The pertinent provisions of the Notarial Rules alleged to have been violated by Atty. Laya read:

SECTION 2. *Prohibitions.* -

(b) A person 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

x x x x

SECTION 6. *Improper Instruments or Documents.* – A notary public shall not notarize:

(a) a blank or incomplete instrument or document[.]

Atty. Laya himself admitted that Cueto was not present when he signed the *jurat* of the Verification and Certification Against Forum-Shopping, dated June 28, 2014. Yet in the *jurat* itself, Atty. Laya confirmed that Cueto subscribed and swore to the same document before him on June 28, 2014. The *jurat* reads:

**SUBSCRIBED AND SWORN TO** before me this Jun 28, 2014, in Cagayan de Oro City, Misamis Oriental, Philippines. Affiant exhibited Philippine Passport No. EB2535173 as competent proof of his identity pursuant to the 2004 Rules on Notarial Practice, as amended. Machine copy of the Philippine Passport is hereto attached and marked as Annex "J".<sup>30</sup> (Emphasis in the original)

The same circumstances attended the notarization of the Verification and Certification Against Forum-Shopping, dated September 30, 2014. By Atty. Laya's admission, Cueto, Luisa, and Pabatao were not present when he notarized the same on September 30, 2014. However, the *jurat* states that they were, even if they went to his office on July 22, 2014, specifically to have the same document notarized.

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<sup>30</sup> Id. at 9, Verification and Certification Against Forum-Shopping, dated June 28, 2014.

As regards the SPA, dated September 13, 2014, referred to by Atty. Laya, the Court notes that the SPA attached to the record pertains to an SPA notarized on July 31, 2014, not September 13, 2014. Even then, in his Comment, Atty. Laya already admitted that he notarized the SPA, dated September 13, 2014, in Cueto's absence.

Without a doubt, Atty. Laya performed notarial acts in the absence of the signatories to the foregoing documents, in clear violation of Section 2(b)(1), Rule IV of the Notarial Rules, afore-quoted.

With regard, however, to Atty. Laya's alleged violation of Section 6(a), Rule IV, afore-quoted, the Court does not agree with the IBP Board of Governors. The pertinent portion of the Extended Resolution reads:

Second, also by his own admission, respondent violated Section 6, Rule IV of the 2004 Rules on Notarial Practice by notarizing the *Special Power of Attorney* on 13 September 2014 when it did not contain the signature of affiant Ingemar. In fact, said document had to be sent to affiant Ingemar by email for him to affix his signature and thereafter sent back to the Philippines for subsequent notarization by respondent without said affiant's personal appearance at the time of notarization.<sup>31</sup>

To clarify, Atty. Laya alleged in his Comment:

19. That I read the contents of the aforesaid *Special Power of Attorney* to Mr. Cueto, I inquired on him whether he understood the contents of the same, and also asked him whether he voluntarily executed the same and he answered yes;

x x x x

23. That I told them to just come back and pick-up the notarized documents as I was then very busy preparing pleadings. Mr. Cueto handed to me One Thousand Pesos (P1,000.00) in payment for the two (2) documents.

24. That on September 4, 2014, Atty. Trimor called up via my landline phone and inquired from me about the SPA of Mr. Cueto, I looked for it in my files and to my shock Mr. Cueto inadvertently overlooked the same as he forgot to affix his signature on the said SPA;

25. That Atty. Trimor told me that he will email Mr. Cueto and instruct the latter to download and print the said SPA and affix his signature and send it back to the Philippines;

26. That on September 13, 2014, at around 10:00 o'clock in the morning, a representative came to my Law Office with the signed *Special Power of Attorney* of Mr. Ingemar P. Cueto. Considering that I am already familiar with the signature of Mr. Cueto as indicated in his Passport (xerox

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<sup>31</sup> Id. at 109.

copy was on file in my Law Office), I notarized the same under Doc. No. 468, Page No. 84, Book No. LIX and Series of 2014[.]<sup>32</sup>

Nowhere was it admitted by Atty. Laya that he notarized a blank or incomplete instrument or document, not even in the above-quoted portion of his Comment. As explicitly stated by Atty. Laya, he notarized the same when he received the signed SPA from Cueto on September 13, 2014, not before.

In any case, the above clarification notwithstanding, the fact remains that Atty. Laya notarized documents absent the affiants. In doing so, Atty. Laya patently failed to adhere to Canon 1 of the CPR, which requires lawyers to uphold the Constitution, obey the laws of the land, and promote respect for the law and legal processes. Atty. Laya also violated Rule 1.01 of the CPR which proscribes a lawyer from engaging in any unlawful, dishonest, immoral, and deceitful conduct.<sup>33</sup>

In *Ong v. Atty. Bihis*,<sup>34</sup> the Court stressed:

Our jurisprudence is replete with cases emphasizing on the importance attached to the act of notarization. It is not an empty and meaningless act, or one done by rote. Rather, it is invested with substantive public interest because it converts a private document into a public document and thus makes that document admissible in evidence without further proof of its authenticity. The law thereby accords a notarized document 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>35</sup>

The Court cannot accept Atty. Laya's position that he substantially complied<sup>36</sup> with the Notarial Rules because it was only the affixing of his signature as a notary that was done at a later date. Atty. Laya clearly misses the point. The statements in the *jurat*, particularly in the two Verifications and Certifications Against Forum-Shopping, to the effect that the affiants were physically present on the dates on which the documents were notarized, constitute falsehoods, which no amount of substantial compliance can remedy.

As regards the correctness of the penalty, the Court affirms the penalty imposed by the IBP Board of Governors on Atty. Laya.

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<sup>32</sup> Id. at 38-39.

<sup>33</sup> Id.

<sup>34</sup> A.C. No. 13054, November 23, 2021.

<sup>35</sup> Id., citing *Vda. de Rosales v. Ramos*, A.C. No. 5645, 433 Phil. 8 (2002).

<sup>36</sup> *Rollo*, p. 71, Reply (sic) to the Comment dated July 12, 2016.

In *Agbulos v. Atty. Viray*,<sup>37</sup> for notarizing documents absent the affiant, Atty. Roseller A. Viray (**Atty. Viray**) was penalized with one year suspension from the practice of law, the revocation of his notarial commission, with disqualification from being commissioned as a notary public for two years. Atty. Viray was also warned that a repetition of the same or similar acts in the future shall be dealt with more severely.

Similarly, in *Ko v. Uy-Lampasa*,<sup>38</sup> the Court imposed the penalty of suspension from the practice of law for six months, revocation of notarial commission, and disqualification from being commissioned as a notary public for two years on Atty. Alma Uy-Lampasa for notarizing documents absent the affiants. As with Atty. Viray, she was also warned that a repetition of the same or similar acts in the future shall be dealt with more severely.

The Court notes that Atty. Laya is already of advanced age. As he was 76 years old when he performed the notarial acts complained of back in 2014,<sup>39</sup> he is already 85.

In *Almario v. Atty. Llera-Agno (Atty. Llera-Agno)*,<sup>40</sup> the Court imposed the penalty of suspension as a notary public for two months, with a warning that the commission of a similar infraction will be dealt with more severely on Atty. Dominica L. Agno (**Atty. Agno**) after she notarized documents in the absence of the affiants. In reducing the penalty from six months suspension, the Court considered that Atty. Agno was already in her twilight years and that it was Atty. Agno's first offense. The Court also cited the absence of bad faith on the part of Atty. Agno in notarizing the SPA in question and the fact that the civil case in which the SPA was used ended up in a judicial Compromise Agreement.

The Court finds no reason not to apply the foregoing concessions in *Atty. Llera-Agno* to Atty. Laya, given his advanced age, and the fact that this is also his first offense. Moreover, from the record, it does not appear that Atty. Laya's actions were attended by any bad faith on his part.

Be that as it may, the disposition by the IBP Board of Governors is modified to include a warning that a repetition of the same or similar acts in the future shall be dealt with more severely, to serve as a reminder to Atty. Laya to be more circumspect in his duties as a notary public and as a lawyer.

**WHEREFORE**, finding Atty. Ismael S. Laya **GUILTY** of violating the 2004 Rules on Notarial Practice and Rule 1.01 and Canon 1 of the Code

<sup>37</sup> A.C. No. 7350, 704 Phil. 1 (2013).

<sup>38</sup> A.C. No. 11584, March 6, 2019, 848 SCRA 388.

<sup>39</sup> *Rollo*, p. 88, Mandatory Conference Brief [of Atty. Laya], dated July 21, 2017.

<sup>40</sup> A.C. No. 10689, 823 Phil. 1 (2018).



of Professional Responsibility, the Court **SUSPENDS** him from the practice of law for three (3) months; **REVOKES** his notarial commission, effective immediately; and **PROHIBITS** him from being commissioned as a notary public for two (2) years. He is further **WARNED** that a repetition of the same or similar acts will be dealt with more severely.

The respondent is **DIRECTED** to report to this Court the date of his receipt of this Resolution to enable it to determine when his suspension from the practice of law shall take effect.

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

**SO ORDERED.**

By authority of the Court:

  
**MISAELO DOMINGO C. BATTUNG III**  
Division Clerk of Court *JB 6/8/23*

Ms. Ingrid C. Balaoing  
Complainant  
9 Diamond St., Camella Homes  
4102 Bacoar City, Cavite

Atty. Ismael S. Laya  
Respondent  
101 Don Ramon Chavez St.  
9000 Cagayan de Oro City

JUDICIAL & BAR COUNCIL  
Supreme Court, Manila

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Officer-in-Charge  
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Supreme Court, Manila

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Director for Bar Discipline  
INTEGRATED BAR OF THE PHILIPPINES  
Doña Julia Vargas Avenue  
Ortigas Center, 1600 Pasig City

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