



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **October 19, 2022** which reads as follows:*

“A.C. No. 13420 [Formerly CBD Case No. 19-6096] (EVANGELINE E. TUMAQUE, Complainant v. ATTY. ANSELMO B. MANGALINDAN, Respondent). – For the Court’s resolution is a Complaint-Affidavit¹ filed by Evangeline E. Tumaque (Evangeline) against Atty. Anselmo B. Mangalindan (Atty. Anselmo) for violation of the 2004 Rules on Notarial Practice² (Notarial Rules), the Code of Professional Responsibility, and the Lawyer’s Oath. After a careful review, the Court resolves to adopt with modifications the findings in the Resolution³ dated January 29, 2022 of the Integrated Bar of the Philippines (IBP)-Board of Governors (BOG) in CBD Case No. 19-6096. The Court also modifies the penalty imposed upon him to six months suspension from the practice of law, revocation of his notarial commission, if any, and disqualification from reappointment as a notary public for one year.

ANTECEDENTS

In her Affidavit-Complaint⁴ dated March 5, 2019, Evangeline charged Atty. Anselmo with violation of the Notarial Rules, Code of Professional Responsibility, and Lawyer’s Oath for notarizing two Contracts to Sell,⁵ when the principal seller and registered owner of the property, Natividad G. Baello (Natividad), already passed away in 1983. Evangeline claimed that she is one of the heirs of Ines Enopia who bought from Gloria G. Baello (Gloria) a parcel of land covered by Transfer Certificate of Title (TCT) No. 17724, consisting

¹ *Rollo*, pp. 3–4.

² A.M. No. 02-8-13-SC (August 1, 2004)

³ *Rollo*, pp. 47–48.

⁴ *Id.* at 3–4.

⁵ *Id.* at 5–8.

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of 240 square meters (subject property) and registered under the name of Natividad.⁶

Evangeline alleged that Gloria sold portions of the subject property to several other persons and represented herself as Natividad's attorney-in-fact. Thus, Gloria was able to sell part of the subject property consisting of 80 square meters to Marissa M. De Leon, and the remaining 160 square meters were then covered by a new title, TCT No. C-384338, again under Natividad's name. On separate occasions, Gloria was able to sell the 160 square meters to different unsuspecting parties, as evidenced by two Contracts to Sell dated April 25, 2018⁷ and May 1, 2018,⁸ both notarized by Atty. Anselmo.⁹

For his part,¹⁰ Atty. Anselmo denied Evangeline's allegations. He explained that he merely relied on the Special Power of Attorney¹¹ (SPA) delegating Gloria as Natividad's attorney-in-fact in notarizing the subject Contracts to Sell. The SPA appeared regular on its face and was notarized by another notary public. As Natividad's attorney-in-fact, Gloria was the signatory in all the Contracts to Sell, and Natividad's presence was not required. Atty. Anselmo further argued that if anyone was to be made liable, it should be the notary public who notarized the SPA allegedly executed by Natividad.¹²

During the mandatory conference held on January 8, 2020, Evangeline appeared without the assistance of counsel. Atty. Anselmo was also present, but since both parties were not ready for the hearing, the mandatory conference was rescheduled on February 17, 2020.¹³ Evangeline, however, did not attend the hearing. Her sister Mary Ann Inopia supposedly appeared on her behalf, but the latter failed to present an SPA authorizing her to do so. Evangeline's counsel was also not present. Thus, Evangeline's right to participate in the proceedings was waived and Atty. Anselmo was directed to submit his verified Position Paper.¹⁴

In his Position Paper,¹⁵ Atty. Anselmo admitted that he notarized the Contracts to Sell, but he disclaimed any liability. He alleged that Gloria represented herself to him as Natividad's attorney-in-fact, with the authority and power to sell the subject property and execute any necessary documentation related thereto. Atty. Anselmo averred that his only duty was to ascertain the identities of the contracting parties. Since Natividad was not a party to the contracts, her signature was not required. Further, if there was any misrepresentation in the execution of Natividad's SPA in Gloria's favor,

⁶ *Id.* at 3.

⁷ *Id.* at 5–6.

⁸ *Id.* at 7–8.

⁹ *Id.* at 3.

¹⁰ See Answer dated October 17, 2019; *id.* at 13–15.

¹¹ *Id.* at 16.

¹² *Id.* at 13–14.

¹³ *Id.* at 20–21.

¹⁴ *Id.* at 22–23.

¹⁵ *Id.* at 25–27.

it was committed by the notary public that notarized the SPA. Thus, Atty. Anselmo prayed for the dismissal of the administrative case.¹⁶

***IBP-Commission on Bar Discipline's (CBD)
Report and Recommendation***

In the Report and Recommendation¹⁷ dated September 14, 2020, the Investigating Commissioner of the IBP-CBD found that Atty. Anselmo was not administratively liable for the charges against him. In arriving at this conclusion, the Investigating Commissioner observed that the purported SPA of Natividad, who died on January 6, 1983, was notarized by a certain Atty. Benjamin F. Alfonso. Thus, Atty. Anselmo should not be faulted for relying on the SPA, especially since there were no patent irregularities on its face. He notarized the Contracts to Sell, after noting that Gloria was empowered by the notarized SPA to enter into the questioned transactions. Further, since Gloria represented that she was Natividad's attorney-in-fact, Natividad's signature and presence were not at all required during its notarization. Regardless, the Investigating Commissioner noted that Atty. Anselmo failed to indicate in the Acknowledgements of the Contracts to Sell that he personally knew the parties or that he ascertained their identities through their competent evidence of identities. Atty. Anselmo merely left the spaces requiring identification in blank. Hence, the Investigating Commissioner concluded that Atty. Anselmo violated Section 2(b)(2), Rule IV, in relation to Section 1(b), Rule II of the Notarial Rules, and recommended that he be reprimanded for his violation.¹⁸

IBP-BOG's Resolution

In its January 29, 2022 Resolution,¹⁹ the IBP-BOG resolved to adopt with modification the findings and recommendation of the Investigating Commissioner. After taking into consideration the facts of the case, the IBP-BOG modified the recommended penalty to reprimand "with a warning that a repetition of the same or similar act shall be dealt with more severely."²⁰

RULING

The Court finds Atty. Anselmo liable for the violation of the Notarial Rules, Code of Professional Responsibility, and Lawyer's Oath.

Notably, the Investigating Commissioner found that Atty. Anselmo could not be held liable for notarizing the subject Contracts to Sell because Gloria's notarized SPA was duly executed on its face. However, a closer look at Natividad's purported SPA reveals that the Acknowledgment portion also lacked the details of the signatories' (*i.e.*, principal and attorney-in-fact) competent evidence of identity.²¹ Thus, contrary to the IBP-CBD's findings,

¹⁶ *Id.* at 26–27.

¹⁷ *Id.* at 49–53.

¹⁸ *Id.* at 52–53.

¹⁹ *Id.* at 47–48.

²⁰ *Id.* at 47.

²¹ *Id.* at 16.

Atty. Anselmo could not have relied in good faith on the regularity and due execution of the SPA, considering the incompleteness of its authentication.

Corollary, Atty. Anselmo should have refused to notarize the subject Contracts to Sell after examining the SPA. He admitted in his Answer that it was his duty, as a notary public, to ascertain the identities of the contracting parties.²² Despite knowing this imperative duty, he still ignored the patent irregularity of the SPA and failed to properly notarize the subject Contracts to Sell by ascertaining the identities of the signatories and completing the Acknowledgment portion of the Contracts to Sell. Sections 4 to 6, Rule IV of the Notarial Rules provide that a notary public must refuse notarization of a document or an instrument if it is without appropriate notarial certification or is incomplete, viz.:

- Section 4. *Refusal to Notarize*. — A notary public shall not perform any notarial act described in these Rules for any person requesting such an act even if he tenders the appropriate fee specified by these Rules if:
- (a) the notary knows or has good reason to believe that the notarial act or transaction is unlawful or immoral;
 - (b) the signatory shows a demeanor which engenders in the mind of the notary public reasonable doubt as to the former’s knowledge of the consequences of the transaction requiring a notarial act; and
 - (c) in the notary’s judgment, the signatory is not acting of his or her own free will.

- Section 5. *False or Incomplete Certificate*. — A notary public shall not:
- (a) execute a certificate containing information known or believed by the notary to be false.
 - (b) affix an official signature or seal on a notarial certificate that is incomplete.

- Section 6. *Improper Instruments or Documents*. — A notary public shall not notarize:
- (a) a blank or incomplete instrument or document; or
 - (b) an instrument or document without appropriate notarial certification.

Further, the Court agrees with the Investigating Commissioner’s conclusion that Atty. Anselmo violated Section 2(b)(2),²³ Rule IV, in relation

²² *Id.* at 14.

²³ Section 2. *Prohibitions*. — (a) A notary public shall not perform a notarial act outside his regular place of work x x x
x x x x
(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
(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.

to Section 1(b),²⁴ Rule II of the Notarial Rules.²⁵ This Rule expressly enjoins a lawyer from performing a notarial act if the signatories of the instrument or document are: (a) not in the notary’s presence personally at the time of the notarization; and (b) **not personally known** to the notary public **or otherwise identified by the notary public through competent evidence of identity** as defined by these Rules.

Correlatively, the phrase “competent evidence of identity” under Section 12, Rule II of the Notarial Rules refers to the identification of an individual based on (a) at least one current identification document issued by an official agency bearing the photograph and signature of the individual; or (b) the oath or affirmation of one credible witness not privy to the instrument, document, or transaction who is personally known to the notary public and who personally knows the individual, or of two credible witnesses of whom are privy to the instrument, document, or transaction who each personally know the individual and shows to the notary public documentary identification. The Court’s Resolution dated February 19, 2008, in A.M. No. 02-8-13-SC, amended the Notarial Rules to include an extensive catalog of identification documents that met the criteria set forth in Section 12(a), Rule II, but not one was indicated to identify the signatories to the Contracts to Sell dated April 25, 2018²⁶ and May 1, 2018.²⁷ The spaces for the identification requirement were simply left in blank.

²⁴ Section 1. *Acknowledgment*. — “Acknowledgment” refers to an act in which an individual on a single occasion:
 (a) appears in person before the notary public and presents an integrally complete instrument or document;
 (b) is attested to be personally known to the notary public or identified by the notary public through competent evidence of identity as defined by these Rules; x x x
 x x x x

²⁵ *Rollo*, pp. 52–53.

²⁶ See Acknowledgement in the Contract to Sell dated April 25, 2018 (*id.* at 6), which provides:
ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CALOOCAN CITY, METRO MLA.) S.S.

BEFORE ME, a Notary Public, this day of April 25, 2018 personally appeared GLORIA G. BAELO with _____ ID No. _____ and JULIET O. IBIT with _____ ID No. _____, who executed voluntarily signed the foregoing Contract to Sell which they acknowledged before me as their free and voluntary act and deed.

This instrument, consisting of two (2) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand on the day and place above written.

Doc. No. 91
Page No. 19
Book No. III
Series of 2018.

(signed)
Atty Anselmo B. Mangalindan
Notary Public
Until December 31, 2019
PTR No. 9297463 / 1-3-18 / C.C
IBP No. 023011 / 1-4-18 / Pasig City
Roll No. 27527
MCLE Compliance No. V-00006795
March 12, 2015 / Pasig City

²⁷ See Acknowledgement in the Contract to Sell dated May 1, 2018 (*id.* at 8), which provides:
ACKNOWLEDGEMENT

In *Heirs of Unite v. Guzman*²⁸ (*Guzman*), the Court clarified that under Section 2(b), Rule IV of the Notarial Rules, a notary public may be excused from requiring the presentation of competent evidence of the identity of the signatory before them only if the signatory is personally known to them.²⁹ Here, however, the Acknowledgment portions of the Contracts to Sell do not state that Gloria and the buyer signatories (*i.e.*, Juliet O. Ibit and Nornan N. Masangcay) are personally known to Atty. Anselmo, as the Notarial Rules require; rather, it simply stated that Gloria and the buyers personally appeared before him. Nowhere in the Acknowledgment did Atty. Anselmo declare that he personally knew Gloria or the buyers so as to excuse the presentation of any of the enumerated competent evidence of identity.

Again, in *Guzman*, the Court explained that the phrase “personally known” contemplates the notary public’s personal knowledge of the signatory’s personal circumstances, irrespective of any representations made by the signatory immediately before and/or during the time of the notarization. It entails awareness, understanding, or knowledge of the signatory’s identity and circumstances gained through firsthand observation or experience which therefore serve as a guarantee of the signatory’s identity and thus eliminate the need for the verification process of documentary identification.³⁰

Once more, Atty. Anselmo is aware of his duty and obligation to verify the identity of the contracting parties, as he so stated in his Position Paper. Yet, he still failed to provide evidence that he has done so — which is exactly the purpose of the Acknowledgment in the subject Contracts to Sell. Evidently, he was remiss in this duty and obligation, in violation of the Notarial Rules. By notarizing the Contracts to Sell without ascertaining the identity of the signatory, Atty. Anselmo acted with reckless disregard for his

REPUBLIC OF THE PHILIPPINES)
CALOOCAN CITY, METRO MLA.) S.S.

BEFORE ME, a Notary Public, this day of May 1, 2018 personally appeared GLORIA G. BAELO with _____ ID No. _____ and NORNAN N. MASANGCAY with _____ ID No. _____, who executed voluntarily signed the foregoing Contract to Sell which they acknowledged before me as their free and voluntary act and deed.

This instrument, consisting of two (2) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand on the day and place above written.

Doc. No. 130
Page No. 26
Book No. III
Series of 2018.

(signed)
Atty Anselmo B. Mangalindan
Notary Public
Until December 31, 2019
PTR No. 9297463 / 1-3-18 / C.C
IBP No. 023011 / 1-4-18 / Pasig City
Roll No. 27527
MCLE Compliance No. V-00006795
March 12, 2015 / Pasig City

²⁸ 834 Phil. 724 (2018) [Per J. Perlas-Bernabe, Second Division].
²⁹ *Id.* at 732.
³⁰ *Id.*

Atty

professional duties and responsibilities. He also undermined the confidence of the public in notarial documents, and thus breached Canon I of the Code of Professional Responsibility, which requires lawyers to promote respect for the law and legal processes as well as to uphold the Constitution and obey the laws of the land.³¹

As to the proper imposable penalty, jurisprudence³² instructs that an erring lawyer who violates the Notarial Rules must be meted with the following penalties: (a) suspension from the practice of law for one year; (b) immediate revocation of his notarial commission, if any; and (c) disqualification from being commissioned as a notary public for two years.³³ However, these terms may vary based on the circumstances of each case.³⁴ Here, the IBP Investigating Commissioner recommended the penalty of reprimand. The IBP-BOG then modified the penalty to reprimand “with warning that a repetition of the same or similar act shall be dealt with more severely.”³⁵

However, it bears stressing that there are also instances where the Court imposed the penalty of six months suspension, revocation of notarial commission, and disqualification from being commissioned as a notary public for one to two years. In *Guzman*, the Court imposed these penalties after it was found that the erring lawyer notarized the Deed of Absolute Sale without declaring in the Acknowledgment portion that the signatory is “personally known” to him, and yet he failed to require the parties to present at least two current government identification documents to ascertain their capacity and personality to execute the deed.³⁶ Similar to this case, the blanks provided for the identification requirements were not filled out.

Also, in *Malvar v. Baleros*,³⁷ the Court imposed a penalty of six months suspension, revocation of notarial commission, and disqualification from reappointment as a notary public for two years after the Court concluded that the erring lawyer failed to properly ascertain the identity of the person who signed the questioned document by requiring him to produce competent evidence of identity, and for failing to enter the notarial acts in her notarial register.³⁸

Based on the foregoing, and to emphasize the significance of the obligations relating to a notarial commission, this Court holds that Atty. Anselmo should be meted with the same penalty, and thus suspended from the

³¹ *Tabas v. Mangibin*, 466 Phil. 296, 304 (2004) [Per J. Quisumbing, Second Division].

³² See the following cases where the Court imposed similar penalty for similar violation of the Notarial Rules: *Spouses Soriano v. Ortiz, Jr.*, A.C. No. 10540, November 28, 2019, 926 SCRA 422, 432 [Per C.J. Peralta, First Division]; *Orola v. Baribar*, 828 Phil. 1, 10 [Per J. Peralta, Second Division]; *Gaddi v. Velasco*, 742 Phil. 810, 817 (2014) [Per J. Carpio, Second Division]; *Agbulos v. Viray*, 704 Phil. 1, 9–10 (2013) [Per J. Peralta, Third Division]; and *Tabas v. Mangibin*, *id.*

³³ See *Sanchez v. Inton*, A.C. No. 12455, November 5, 2019, 925 SCRA 203, 216–217 [Per J. Perlas-Bernabe, *En Banc*].

³⁴ *Orola v. Baribar*, 828 Phil. 1, 8–9 (2018) [Per J. Peralta, Second Division].

³⁵ *Rollo*, p. 47.

³⁶ *Heirs of Unite v. Guzman*, 834 Phil. 724, 731–734 (2018) [Per J. Perlas-Bernabe, Second Division].

³⁷ 807 Phil. 16 (2017) [Per J. Reyes, Third Division].

³⁸ *Id.* at 31.

practice of law for six months. His notarial commission should also be revoked, if any, and is barred from being commissioned as a notary public in the Philippines, for one year.

Again, the Court stresses that the conferment of a notarial commission embodies the correlative duty to observe the basic requirements in the performance of notarial duties with utmost care to avoid the erosion of the public's confidence in the integrity of a notarized document. Lest it be forgotten, notarization is an act invested with substantive public interest, as it results in the conversion of a private document into a public instrument, thereby making it admissible in evidence without further proof of its authenticity. By law, a notarized document is entitled to full faith and credit.³⁹

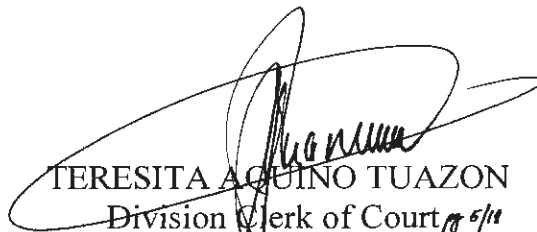
FOR THESE REASONS, the Court hereby finds respondent Atty. Anselmo B. Mangalindan (Atty. Anselmo) **GUILTY** of violation of the 2004 Rules on Notarial Practice and of the Code of Professional Responsibility. Accordingly, the Court hereby **SUSPENDS** him from the practice of law for six months; **REVOKES** his incumbent commission as a notary public, if any; and **PROHIBITS** him from being commissioned as a notary public for one year. He is **WARNED** that a repetition of the same offense or similar acts in the future shall be dealt with more severely.

The suspension in the practice of law, revocation of notarial commission, and disqualification from being commissioned as a notary public shall take effect immediately upon receipt of this Resolution by Atty. Anselmo. He is **DIRECTED** to immediately file a Manifestation to the Court that his suspension has started, copy furnished to 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 Atty. Anselmo'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.

SO ORDERED."

By authority of the Court:


TERESITA AQUINO TUAZON
Division Clerk of Court *per* 5/11
18 MAY 2023

³⁹ *Heirs of Odylon Unite Torrices v. Galano*, A.C. No. 11870, July 7, 2020, <<https://sc.judiciary.gov.ph/14624/>> [Per J. Gaerlan, *En Banc*].

EVANGELINE TUMAQUE (reg)

Complainant

Block 20, Lot 10, Phase 3A

Crocus Street, Grand Royale Subdivision

Barangay Pinagbakahan

Malolos, Bulacan

ATTY. ANSELMO MANGALINDAN (reg)

Respondent

Mangalindan Law Office

No. 888 Zapote Road

Area D, Camarin, Caloocan City

INTEGRATED BAR OF THE PHILIPPINES (reg)

Doña Julia Vargas Avenue

Ortigas Center, 1605 Pasig City

THE BAR CONFIDANT (x)

Supreme Court, Manila

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Supreme Court, Manila

*HON. RAUL B. VILLANUEVA (x)

Office of the Court Administrator

Supreme Court, Manila

*Note: For Circularization to all Courts.

Please notify the Court of any change in your address.

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