



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

NOTICE

Sirs/Mesdames

Please take notice that the Court, Third Division, issued a Resolution dated July 31, 2023, which reads as follows:

A.C. No. 13624 [Formerly CBD/AC Case No. 16-4965] (Spouses Elmer S. Enriquez and Madelyn Guaring-Enriquez, Complainants, versus Atty. Vicente D. Lasam and Atty. Raymund P. Guzman, Respondents). – The Court resolves the administrative complaint¹ that Spouses Elmer and Madelyn Enriquez (Spouses Enriquez) filed against Atty. Vicente D. Lasam (Atty. Lasam) and Atty. Raymund P. Guzman (Atty. Guzman) (collectively, respondents) before the Integrated Bar of the Philippines (IBP) for the alleged violation of Administrative Matter No. 02-8-13-SC, or the 2004 Rules on Notarial Practice (Notarial Rules), and the Lawyer's Oath.

The Antecedents

Spouses Enriquez are the owners of a parcel of land and office building located along Mabini St., Brgy. Ugac Sur, Tuguegarao City, Cagayan (subject property), on which the law offices of Atty. Lasam, the husband of Madelyn's sister, were situated. Notably, Atty. Lasam managed the building on behalf of Spouses Enriquez.²

The relationship between Elmer and Atty. Lasam supposedly turned sour when the former tried to collect rental payments from the latter for the use of the building as his law offices for the past seven (7) years. When it became clear that Atty. Lasam would not pay the rent owed to Spouses Enriquez, Elmer decided to evict him and his associates from the property.³

Later, Spouses Enriquez found out that the subject property had been mortgaged to a certain Johnny Tuddao (Tuddao) for the amount of ₱400,000.00 without their knowledge. Upon further investigation, they discovered the Special Power of Attorney (SPA) dated January 24, 2007, which was notarized by Atty. Guzman, that purportedly authorized

¹ *Rollo*, pp. 1-5. Denominated as a Complaint-Affidavit.

² *Id.* at 1.

³ *Id.* at 2.

Atty. Lasam to mortgage the property to Tuddao on even date.⁴

In the disbarment complaint, Spouses Enriquez alleged that: *first*, they neither authorized the mortgage of the subject property nor received any proceeds in connection thereto;⁵ *second*, they could not have executed the SPA or appeared before Atty. Guzman for its notarization as they were both overseas at the time;⁶ *third*, Atty. Lasam clearly falsified the SPA to make it appear that he was authorized to mortgage the property and Atty. Guzman participated in the former's scheme by notarizing the document without the appearance of Spouses Enriquez;⁷ and *fourth*, Atty. Guzman also violated the Notarial Rules when he notarized the real estate mortgage knowing fully well the falsity of the SPA.⁸

For his part, Atty. Lasam denied the allegations against him. He averred that Spouses Enriquez asked him to supervise the construction of the building on their lot for which reason the latter entrusted to him the title to the property and executed the SPA authorizing him to use the same as collateral to finance the project. Atty. Lasam also explained that the SPA was belatedly notarized by Atty. Guzman because it took a while for him to secure a loan in favor of Spouses Enriquez.⁹

Meanwhile, Atty. Guzman failed to submit an answer and a position paper to the IBP despite due notice.¹⁰

Report and Recommendation of the IBP

In the Report and Recommendation¹¹ dated February 23, 2017, Investigating Commissioner Eldrid C. Antiquiera (Investigating Commissioner) found respondents administratively liable for falsifying the SPA by making it appear that Spouses Enriquez signed and executed the document on January 24, 2007, when in fact, they could not have done so because they were abroad at the time.¹² Accordingly, the Investigating Commissioner recommended that: (a) respondents be disbarred from the practice of law for Gross Misconduct and Deceit; and (b) Atty. Guzman's notarial commission be revoked for violation of the Notarial Rules.¹³

In the Resolution¹⁴ dated December 7, 2017, the IBP Board of Governors made the following recommendations: (a) to dismiss the complaint against Atty. Lasam for lack of merit; and (b) to suspend Atty. Guzman from

⁴ Id. at 2-3.

⁵ Id. at 2.

⁶ Id. at 2-3.

⁷ Id. at 3.

⁸ Id.

⁹ Id. at 32-33.

¹⁰ Id. at 209.

¹¹ Id. at 172-174.

¹² Id. at 209.

¹³ Id. at 210.

¹⁴ Id. at 170-171.

the practice of law for six (6) months, revoke his notarial commission, and disqualify him from being appointed as a notary public for two (2) years for violation of the Notarial Rules.

In the Extended Resolution¹⁵ dated September 27, 2018, the IBP Board of Governors explained that: *first*, Spouses Enriquez failed to satisfactorily prove that Atty. Lasam falsified the questioned SPA. Though it is true that they were out of the country when the document was notarized on January 24, 2007, there is no proof that they did not sign it before leaving for the United States of America. Moreover, Spouses Enriquez did not provide evidence that their signatures on the SPA were forgeries.¹⁶ And *second*, Atty. Guzman violated the Notarial Rules when he: (i) notarized the SPA without the presence of Spouses Enriquez, who were abroad at the time; and (ii) failed to indicate the required content on his notarial certificate on the SPA, *i.e.*, the serial number of his commission, his roll of attorney's number, and his IBP membership number.

On December 14, 2018, Atty. Guzman moved for reconsideration¹⁷ in which he stated that he was unable to file an answer or any position paper in the case because he never received a copy of the complaint or any of the IBP Orders at his office address.¹⁸ He likewise averred that he personally witnessed Spouses Enriquez sign the SPA that Atty. Lasam later brought to his office to be notarized. Atty. Guzman added that he no longer asked for any identifying document because Atty. Lasam already introduced Spouses Enriquez to him beforehand.¹⁹

In the Resolution²⁰ dated June 17, 2019, the IBP Board of Governors resolved to grant Atty. Guzman's motion and recommended the dismissal of the complaint against him. It explained in the Extended Resolution²¹ dated July 3, 2022 that given Atty. Guzman's categorical statements as regards the signing of the SPA by Spouses Enriquez in Atty. Lasam's office that remained uncontroverted, the complaint against him must necessarily fail.²²

The Issue

The issue for the Court's resolution is whether respondents should be held administratively liable for their actions.

The Court's Ruling

After a careful review, the Court dismisses the complaint as against Atty. Lasam for lack of merit, but finds Atty. Guzman administratively liable for violation of the Notarial Rules as well as A.M. No. 22-09-01-SC, or the Code

¹⁵ Id. at 175-184. Penned by IBP Commissioner Plaridel J. Bohol II.

¹⁶ Id. at 179-180.

¹⁷ Id. at 185-189.

¹⁸ Id. at 185-186.

¹⁹ Id. at 187-188.

²⁰ Id. at 199-200.

²¹ Id. at 201-205. Penned by IBP Commissioner Jude A. Allaga.

²² Id. at 203, 205.

of Professional Responsibility and Accountability (CPRA).

As the IBP aptly noted, Spouses Enriquez failed to sufficiently establish that Atty. Lasam had falsified the SPA which authorized him to mortgage the subject property to Tuddao. Indeed, the fact alone that Spouses Enriquez were out of the country when the SPA was notarized does not prove that: *one*, the document was truly falsified; and *two*, their signatures appearing thereon were mere forgeries. Even assuming these to be true, the evidence on record does *not* show that it was Atty. Lasam who actually falsified the SPA or forged the signatures of Spouses Enriquez on the document.

It is settled that “[m]ere allegation is not proof.”²³ In disbarment proceedings, the complainant must prove the allegations in his or her complaint with substantial evidence in order to overcome the presumption of innocence in favor of the respondent lawyer.²⁴ This, Spouses Enriquez failed to do so against Atty. Lasam.

The same, however, *cannot* be said as regards the allegations in the complaint against Atty. Guzman.

Section 1, Rule II of the Notarial Rules requires the affiant’s personal appearance and the notary public’s examination of his or her competent evidence of identity in relation to the notarization of a document, *viz.*:

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; and*
- (c) *represents to the notary public that the signature on the instrument or document was voluntarily affixed by him for the purposes stated in the instrument or document, declares that he has executed the instrument or document as his free and voluntary act and deed, and, if he acts in a particular representative capacity, that he has the authority to sign in that capacity. (Italics supplied.)*

To stress, a notary public is *prohibited* from notarizing a document *if* the persons involved as signatories thereto are: (i) not present at the time of notarization; and/or (ii) not personally known to or otherwise identified by the notary public through a competent evidence of their identities.²⁵

²³ *Causeway Seafood Restaurant Corp. v. Camacho*, G.R. No. 250048 (Notice), February 1, 2023.

²⁴ *Ricohermoso, et al. v. Atty. Arnado*, A.C. No. 13077 (Notice), March 21, 2022

²⁵ See 2004 Rules on Notarial Practice, Rule IV, Section 2(b).

Here, Spouses Enriquez averred that they were *not* present when Atty. Guzman notarized the SPA²⁶ which neither Atty. Lasam nor Atty. Guzman disputed in their respective pleadings. In fact, Atty. Guzman already admitted that: *first*, Spouses Enriquez were out of the country when Atty. Lasam brought the SPA to him for notarization purposes; and *second*, he did not hesitate to notarize the questioned SPA without the presence of Spouses Enriquez because he personally witnessed them sign the document beforehand and Atty. Lasam confirmed their identities to him on January 24, 2007.²⁷

The Court finds no merit in Atty. Guzman’s defense that the peculiar circumstances of the case at hand justified his failure to comply with the mandatory requirements under Section 1, Rule II of the Notarial Rules. Not only did the affiants not appear before Atty. Guzman and present competent evidence of their identities, but also, they did not attest that they voluntarily affixed their signatures on the SPA. Even assuming *arguendo* that Atty. Guzman saw Spouses Enriquez sign a document in Atty. Lasam’s office, he had no way to verify whether it was the *same document* that he notarized at a later date. Besides, it is highly suspect that Atty. Guzman did not just notarize the SPA then and there, when all the parties were present before him.

By his own actions, it is clear that Atty. Guzman *deliberately* violated the Notarial Rules when he notarized the SPA without the presence of Spouses Enriquez, relying *solely* on the word of Atty. Lasam as regards the identities of the affiants and the authenticity and validity of the document in question. It appears that Atty. Guzman had simply *accommodated* Atty. Lasam’s request to notarize the document knowing full well the explicit requirements under the Notarial Rules.

In view of the above-mentioned violation of the Notarial Rules, the Court likewise holds Atty. Guzman liable for breach of Section 2, Canon III of the CPRA,²⁸ viz.:

CANON III – Fidelity pertains to a lawyer’s duty to uphold the Constitution and the laws of the land, to assist in the administration of justice as an officer of the court, and to advance or defend a client’s cause, with full devotion, genuine interest, and zeal in the pursuit of truth and justice.

X X X X

SECTION 2. *The responsible and accountable lawyer.* – A lawyer shall uphold the Constitution, obey the laws of the land, promote respect for laws and legal processes, safeguard human rights, and at all times advance the honor and integrity of the legal profession.

X X X X

²⁶ Rollo, p. 3.
²⁷ Id. at 187-188.
²⁸ See *O’Brien v. Atty. Villero*, A.C. No. 13599 (Notice), March 6, 2023.

Prior to the issuance of the CPRA, the Court meted out the following penalties upon a notary public found administratively liable for violating the Notarial Rules: *one*, revocation of notarial commission, if existing; *two*, disqualification from being commissioned as a notary public; and *three*, suspension from the practice of law in *varied* periods depending on the circumstances of each case.²⁹

Under Section 33(p), Canon VI of the CPRA, the violation of the Notarial Rules in bad faith, with the exception of reportorial requirements, is considered as a *serious offense* and sanctioned under Section 37(a) of the same Canon, *viz.*:

SECTION 37. *Sanctions.* –

(a) If the respondent is found guilty of a serious offense, *any* of the following sanctions, *or a combination thereof*, shall be imposed:

- (1) Disbarment;
- (2) Suspension from the practice of law for a period exceeding six (6) months;
- (3) Revocation of notarial commission and disqualification as notary public for not less than two (2) years; or
- (4) A fine exceeding Php100,000.00. (*Italics supplied.*)

In the case of *Ong v. Bijis (Ong)*,³⁰ the Court found the respondent lawyer administratively liable for notarizing a document without the presence of the affiants and, at the same time, failing to require the parties who actually appeared before him to provide a competent evidence of their identities. As such, the Court revoked his notarial commission, disqualified him from being commissioned as a notary public for two (2) years, and suspended him from the practice of law for six (6) months.

All things considered, the Court deems the penalty imposed in *Ong* to be commensurate with the transgressions of Atty. Guzman in the case, in keeping with the penalties provided under Section 37(a), Canon VI of the CPRA. Thus, for violating the Notarial Rules in bad faith, the Court suspends Atty. Guzman from the practice of law for a period of six (6) months, revokes his notarial commission, *if existing*, and disqualifies him from being commissioned as a notary public for two (2) years.

WHEREFORE, the Court dismisses the administrative complaint against Atty. Vicente Lasam for lack of merit.

However, the Court finds Atty. Raymund Guzman **GUILTY** of violating the 2004 Rules on Notarial Practice and the Code of Professional Responsibility and Accountability. Accordingly, the Court **SUSPENDS** him

²⁹ *Ong v. Atty. Bijis*, A.C. No. 13054, November 23, 2021, citing *Bakidol v. Atty. Bilog*, A.C. No. 11174, June 10, 2019 (Unsigned Resolution), and further citing *Sappayani v. Atty. Gasmén*, 168 Phil. 1, 9 (2015).

³⁰ *Id.*

from the practice of law for a period of six (6) months, **REVOKES** his notarial commission, *if existing*, and **DISQUALIFIES** him from being commissioned as a notary public for a period of two (2) years, effective immediately, with a **STERN WARNING** that a repetition of the same or similar offense shall be dealt with more severely.

The suspension from the practice of law shall take effect immediately upon Atty. Raymund Guzman's receipt of this Resolution. He is **DIRECTED** to promptly 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 Atty. Raymund Guzman'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:

Misael Domingo C. Battung III
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Division Clerk of Court *11/31/23*

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