



SUPREME COURT OF THE PHILIPPINES  
PUBLIC INFORMATION OFFICE

RECEIVED  
JUL 4 2022

TIME: 9:13

Republic of the Philippines  
**Supreme Court**  
Manila

**THIRD DIVISION**

**SPOUSES ANTONIO and JOSEFA PERLA TAN,**      **A.C. No. 11219**

Complainants,      Members:

LEONEN, J., *Chairperson,*  
LAZARO-JAVIER,  
LOPEZ, M.,  
LOPEZ, J., and  
KHO, JR., *JJ.*

-versus-

**ATTY. MARIA JOHANNA N. VALLEJO,**      **Promulgated:**

Respondent.      **March 16, 2022**

x-----~~MISDC Best~~-----x

**DECISION**

**LAZARO-JAVIER, J.:**

In their Joint Complaint-Affidavit<sup>1</sup> dated March 3, 2016, complainants Spouses Antonio Tan and Josefa Perla Tan charged respondent Atty. Maria Johanna N. Vallejo for alleged violation of Section 3(c), Rule IV of A.M. No. 02-8-13-SC or the 2004 Rules on Notarial Practice.

Complainants averred that on September 21, 2012, respondent notarized a Deed of Absolute Sale<sup>2</sup> in which they purportedly sold, conveyed, and transferred ownership of their property under Transfer Certificate of Title No. T-62471 to respondent's paternal uncle Arnold C. Vallejo, Sr. (Vallejo, Sr.). On even date, respondent also notarized an

<sup>1</sup> Rollo, pp. 1-5.

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

Affidavit of Confirmation of Sale in which they allegedly confirmed the sale of the land to her uncle, Vallejo, Sr..

They further averred that under Section 3(c), Rule IV of A.M. No. 02-8-13-SC, respondent was disqualified from notarizing the Deed of Absolute Sale and Affidavit of Confirmation of Sale because the vendee in the sale transaction, Vallejo, Sr. is her uncle (brother of her father), a relative within the fourth civil degree. In any event, they never appeared nor signed the documents before respondent. More, they had no participation in the preparation of these documents. It was Vallejo, Sr. alone who prepared the documents, visited their home, and persuaded them to sign the same under the pretense that he would only use the documents to facilitate his loan application.<sup>3</sup>

In her Comment dated October 21, 2016<sup>4</sup> and Position Paper dated February 9, 2018,<sup>5</sup> respondent countered that on September 21, 2012, complainants and her uncle Vallejo, Sr. went to her law office in Turod Norte, Cordon, Isabela. They presented to her a Deed of Absolute Sale and Affidavit of Confirmation of Sale and asked her to notarize the same. Seeing that only complainants signed the documents, *sans* her uncle's signature, she acceded. After reading and explaining to complainants the terms of the Deed of Absolute Sale and Affidavit of Confirmation of Sale, and following complainants' conformity thereto, she affixed her signature and notarial seal to the documents. Thereafter, she did not hear from complainants again, until after four (4) long years when they instituted the present complaint against her.

She, too, asserted that complainants only initiated the present complaint because their relationship with her uncle turned sour. They were simply pulling her into the issue to harass her uncle and his family. Complainants even approached her mother and told her they would drop the charge if they could convince Vallejo, Sr. to settle their dispute with them (complainants).<sup>6</sup>

Further, she did not violate the 2004 Rules on Notarial Practice. His uncle was not a signatory to the Deed of Absolute Sale and Affidavit of Confirmation of Sale. Only complainants signed the documents.<sup>7</sup>

---

<sup>3</sup> *Id.* at 3.

<sup>4</sup> *Id.* at 21.

<sup>5</sup> Commission on Bar Discipline, p.12.

<sup>6</sup> *Id.* at 28.

<sup>7</sup> *Id.* at 27.

By Resolution dated January 18, 2017<sup>8</sup> the Court referred the complaint to the Integrated Bar of the Philippines (IBP) for investigation, report, and recommendation.

The IBP sent copies of the Notice of Mandatory Conference to both parties. Only respondent filed her Mandatory Conference Brief, appeared at the conference held on December 5, 2017, and filed her Position Paper.

### **Report and Recommendation of the IBP Commission on Bar Discipline**

In its Report dated October 30, 2019,<sup>9</sup> the IBP-Commission on Bar Discipline (IBP-CBD) recommended that the complaint be dismissed for lack of merit.

It held that since the Deed of Absolute Sale and Confirmation of Sale bore only the signatures of complainants, sans the signature of respondent's uncle, she cannot be deemed to have violated the 2004 Rules on Notarial Practice.

### **Report and Recommendation of the IBP Board of Governors**

By Resolution dated June 27, 2020, the IBP-Board of Governors adopted and approved the findings and recommendation of the IBP-CBD.

### **Issue**

Did respondent violate Section 3(c), Rule IV of the 2004 Rules on Notarial Practice when she notarized the Deed of Absolute Sale and Affidavit of Confirmation of Sale in favor of her uncle as vendee whose signature did not appear on the documents?

### **Ruling**

We rule in the affirmative.

Section 3(c), Rule IV of the 2004 Rules on Notarial Practice state:

SEC. 3. Disqualifications. - A notary public is disqualified from performing a notarial act if he:

---

<sup>8</sup> *Id.* at 47.

<sup>9</sup> *Id.* at 206-209.

(a) is a party to the instrument or document that is to be notarized;

(b) will receive, as a direct or indirect result, any commission, fee, advantage, right, title, interest, cash, property, or other consideration, except as provided by these Rules and by law; or

(c) is a spouse, common-law partner, ancestor, descendant, or relative by affinity or consanguinity of the principal within the fourth civil degree. (Emphasis supplied)

The Deed of Absolute Sale and Affidavit of Confirmation of Sale read:

**Deed of Absolute Sale<sup>10</sup>**

KNOW ALL MEN BY THESE PRESENTS:

We, vendors, Spouses ANTONIO TAN and PERLA OCAMPO, both Filipinos, both of legal age, and bona fide residents of Mabini, Santiago City, Philippines, are the registered owners of a parcel of land described as follows, to wit:

X X X X X X X X X X

That for and in consideration of the sum of Five Million Pesos (P5,000,000 -) to me paid in hand by the vendee, ARNOLD C. VALLEJO, Sr., Filipino, of legal age, married, and a bona fide resident of Brgy. Turdod Norte, Cordon, Isabela, I hereby SELL, CEDE, TRANSFER, and CONVEY unto the said vendee, his heirs, successors, or assigns, the above-described parcel of land.

IN TESTIMONY WHEREOF, I hereunto set my hand this 21 September 2012 at Cordon, Isabela, Philippines.

With my conformity:

(sgd.)  
ANTONIO TAN  
Husband of Vendor

(sgd.)  
JOSEFA PERLA OCAMPO  
Vendor

<sup>10</sup> *Id.* at 9.



Signed in the Presence of:

(sgd.)  
Witness

(sgd.)  
Witness

x x x

**Affidavit of Confirmation of Sale<sup>11</sup>**

We, Spouses ANTONIO TAN and PERLA OCAMPO, both Filipinos, both of legal age, and bona fide residents of Mabini, Santiago City, Philippines, after having been sworn to in accordance with law, hereby depose and say:

- 1) That we are the registered owners of a parcel of land described as follows, to wit:

x x x

- 2) That we confirm that on 21 September 2012, we have sold said parcel of land to ARNOLD C. VALLEJO, SR., Filipino, of legal age, married, and a bona fide resident of Brgy. Turod Norte, Cordon, Isabela, Philippines;
- 3) That we were paid in full the consideration of said sale;
- 4) That we execute this affidavit to the effect that we are confirming the sale of said parcel of land to ARNOLD C. VALLEJO, SR., and to inform the appropriate government agencies concerned of the same in connection with whatever legal purpose it may serve; and
- 5) That we execute this affidavit to declare, under the pains and penalties of perjury, as to the truthfulness of the above statements. If our statements will later be discovered to be false, then this affidavit shall be voided and shall have no effect, thereby subjecting us to perjury under Article 183 of the Revised Penal Code. AFFIANT FURTHER SAYETH NAUGHT.

IN WITNESS WHEREOF, we hereunto set our hand this 21 September 2012 at Cordon, Isabela, Philippines.

(sgd.)  
ARNOLD TAN  
Vendor

(sgd.)  
JOSEFA PERLA OCAMPO  
Vendor

<sup>11</sup> *Id.* at 10.

Article 1458 of the New Civil Code defines a contract of sale as follows:

Article 1458. By the contract of sale one of the contracting parties obligates himself to transfer the ownership of and to deliver a determinate thing, and the other to pay therefor a price certain in money or its equivalent.

Clearly, there are two (2) parties in a contract of sale, viz.: (a) the seller/vendor who obligates himself or herself to transfer the ownership of and deliver a determinate thing to another; and (b) the buyer/vendee who, in turn, obligates himself or herself to pay a certain amount in exchange for the thing sold. A contract of sale is therefore a consensual contract.<sup>12</sup> Consent is one of its essential elements.<sup>13</sup> Consent is manifested by the meeting of the offer and the acceptance of the thing and the cause, which are to constitute the contract.<sup>14</sup> Indeed, there can be no contract in the true sense in the absence of the element of agreement, or of mutual assent of the parties.<sup>15</sup>

Every contract of sale presupposes two (2) principal parties – the seller and the buyer.

Verily, it is incorrect for respondent to claim that the “principals” in the Deed of Absolute Sale and Affidavit of Confirmation of Sale are complainants only simply because they were the only ones who signed the documents in question. For sure, what we have here is a unilateral contract of sale which need only be signed by complainants as the vendors, sans the signature of respondent’s uncle as the vendee. But this does not alter the fact that respondent’s uncle, being the vendee, is also a “principal” party to the sale and its confirmatory document. Without the vendee, there can be no contract of sale to speak of. The role of the vendee as a party to the sale is as important and indispensable as the role of the vendors themselves, regardless of the unilateral nature of the deed of sale where the signatures of the vendors are the only ones appearing on the document.

At any rate, it is inaccurate to say that respondent’s uncle did not participate at all during the notarial proceedings. Respondent admitted that her uncle came to her office in the company of complainants for the notarization of the Deed of Absolute Sale and Affidavit of Confirmation of Sale.

---

<sup>12</sup> *ACE Foods, Inc. v. Micro Pacific Technologies Co., Ltd.*, 723 Phil. 742, 751 (2013).

<sup>13</sup> See *Heirs of Intac, et. al. v. Court of Appeals*, 373, 383 (2012).

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

<sup>15</sup> *Sps. Silos v. Philippine National Bank*, 738 Phil. 156, 181 (2014).

Indeed, what respondent did here – notarizing a document where one of the contracting parties was her relative within the fourth civil degree is a clear circumvention of the 2004 Rules on Notarial Practice. To accept her argument that the prohibition did not attach to her because her uncle’s signature did not appear on the sale documents would definitely set a dangerous precedent that will erode the integrity of the system of notary in the country. For then, parties could simply opt for a unilateral deed of conveyance with the end in view of doing indirectly what the law prohibits them from doing directly. The Court will never allow this.

Time and again, the Court has emphasized that notarization of documents is not an empty, meaningless routinary act but one invested with substantive public interest. The notarization by a notary public converts a private document into a public document, making it admissible in evidence without further proof of its authenticity. A notarized document is, by law, entitled to full faith and credit upon its face. It is for this reason that a notary public must observe with utmost care the basic requirements in the performance of his duties; otherwise, the public’s confidence in the integrity of a notarized document would be undermined.<sup>16</sup> This respondent failed to do.

Verily, therefore, we find respondent liable for violation of Section 3 (c) Rule IV of A.M. No. 02-8-13-SC, otherwise known as the 2004 Rules on Notarial Practice.

As for the penalty, *Jandoquile v. Atty. Revilla, Jr.*<sup>17</sup> enunciated:

As we said, Atty. Revilla, Jr.’s violation of the disqualification rule under Section 3(c), Rule IV of the 2004 Rules on Notarial Practice is **not a sufficient ground to disbar him**. To our mind, Atty. Revilla, Jr. did not commit any deceit, malpractice, gross misconduct or gross immoral conduct, or any other serious ground for disbarment under Section 27, Rule 138 of the Rules of Court. We recall the case of *Maria v. Cortez* where we **reprimanded** Cortez and disqualified him from being commissioned as notary public for six months. We were convinced that **said punishment, which is less severe than disbarment, would already suffice** as sanction for Cortez’s violation. In *Cortez*, we noted the prohibition in Section 2(b), Rule IV of the 2004 Rules on Notarial Practice that 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 a competent evidence of identity. Cortez had notarized a special power of attorney without having the alleged signatories appear before him. In imposing the less severe punishment, we were mindful that removal from the Bar should not really be decreed when any punishment less severe

<sup>16</sup> *Guerrero v. Giron*, A.C. No. 10928, December 9, 2020.

<sup>17</sup> A.C. No. 9514, 708 Phil. 337, 341 (2013).

4

such as reprimand, temporary suspension or fine would accomplish the end desired. (Emphases added)

x x x

As a first time offender, we deem it appropriate to impose on respondent the less severe penalty of reprimand, with disqualification from being commissioned as a notary public, or from performing any notarial act if respondent is presently commissioned as a notary public, for a period of **three (3) months**.

**ACCORDINGLY**, respondent Atty. Maria Johanna N. Vallejo is found liable for violation of Section 3(c) Rule IV of A.M. No. 02-8-13-SC otherwise known as the 2004 Rules on Notarial Practice.

Respondent is **REPRIMANDED** with stern warning that a repetition of the same or similar infraction will be dealt with more severely.

Further, respondent is **DISQUALIFIED** from being commissioned as a notary public, or from performing any notarial act if she is presently commissioned as a notary public, for a period of **three (3) months**.

She is **DIRECTED to INFORM** the Court, under oath, of the exact date of receipt of this Decision.

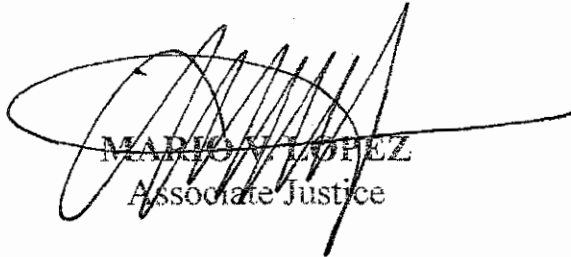
**SO ORDERED.**

  
**AMY C. LAZARO-JAVIER**  
Associate Justice




**WE CONCUR:**

  
**MARVIC M.V.F. LEONEN**  
Associate Justice

  
**MARLON LOPEZ**  
Associate Justice

  
**JHOSEP LOPEZ**  
Associate Justice

  
**ANTONIO T. KHO, JR.**  
Associate Justice



