



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 6, 2022, which reads as follows:

“A.C. No. 11690 (Formerly CBD Case No. 18-5577) – JOCELYN TECSON-ILAGAN, complainant, versus ATTY. GALELEO P. ANGELES, respondent). - The Court resolves to **NOTE** the Letter dated October 5, 2021 of the Integrated Bar of the Philippines (IBP) transmitting the documents pertaining to this case.

After a careful review of the records of the case and the evidence submitted by the parties, the Court resolves to adopt the Report and Recommendation¹ of the Integrated Bar of the Philippines (IBP) to dismiss the disciplinary complaint² against respondent Atty. Galeleo P. Angeles (respondent) for utter lack of merit.

Jurisprudence is replete with cases reiterating that in disbarment proceedings, the burden to prove the allegations by substantial evidence rests upon the complainant. Mere allegation is not evidence and is not equivalent to proof. Charges based on mere suspicion and speculation likewise cannot be given credence. It is likewise well to remember that, in suspension or disbarment proceedings, lawyers enjoy the presumption of innocence.³

Here, complainant Jocelyn Tecson-Ilagan (complainant) failed to discharge her burden of presenting substantial evidence to prove that respondent notarized a Deed of Absolute Sale without the presence of one of the parties or despite knowing that one of the parties was already deceased. For one, as aptly observed by the IBP, complainant failed to submit her Mandatory Conference Brief and Verified Position Paper in this case. Neither did she attend the scheduled mandatory conferences before the IBP.⁴

More importantly, in support of her claim, all that complainant presented was a photocopy of the purportedly simulated Deed of Absolute

¹ *Rollo*, pp. 110-113.

² *Id.* at 1-7.

³ See *Capinpin v. Espiritu*, A.C. No. 12537, September 3, 2020, pp. 6-7.

⁴ *Rollo*, p. 113.

Sale.⁵ The Court, in *Goopio v. Atty. Maglalang*⁶ (*Goopio*), cautioned that although a disbarment proceeding may not be akin to a criminal prosecution, if the entire body of proof consists mainly of the documentary evidence, and the content of which will prove either the falsity or veracity of the charge for disbarment, then the documents themselves, as submitted into evidence, must comply with the Best Evidence Rule, save for an established ground that would merit exception.⁷ The Court further elaborated in *Goopio* that the necessary import and rationale behind the requirement under the Best Evidence Rule is the avoidance of the dangers of mistransmissions and inaccuracies of the content of the documents.⁸

Thus, as with *Goopio*, the Court finds here that the failure of complainant to present the best evidence to prove the authenticity of the subject notarized Deed of Absolute Sale places said document well within the ambit of doubt.⁹ This is especially so in light of the fact that the notarial seal in the said photocopied document is illegible, making it difficult for the Court to assess its authenticity.

Indeed, the Court's ruling herein would have been different had complainant presented the original of the purportedly simulated Deed of Absolute Sale. To illustrate, in "*In Re: OMB-C-C-13-0104 Atty. Socrates G. Maranan v. Francisco Domagoso*," *v. Atty. Socrates G. Maranan*,¹⁰ the Court still saw it fit to find Atty. Maranan administratively liable for his failure to safeguard his notarial seal, despite the fact that it gave credence to his defense that his signatures in the subject documents were forged. The Court therein ratiocinated in this wise:

x x x Although the IBP observed that Atty. Maranan's signatures in the subject contracts were strikingly dissimilar to his specimen signatures on file before the Notarial Section of the Regional Trial Court, and while it may likewise be true that said contracts were not included in the notarial reports he submitted thereto, he cannot claim full deniability and be exculpated from administrative liability because the contracts bore his notarial seal.

Instead of offering any plausible explanation as to how the Consultancy contracts came to be stamped with his notarial seal, Atty. Maranan merely insisted that he never notarized nor authored said contracts, that his signatures therein were forgeries, and that said contracts were not included in his notarial reports. No justifiable explanation was given to prove that he had performed his mandatory duties as a notary public as set forth under the 2004 Notarial Rules, which include the duty to safeguard his notarial seal to prevent possible tampering or misuse thereof. Clearly, Atty. Maranan had been remiss in his obligation as a

⁵ Id. at 12-14.

⁶ 837 Phil. 564 (2018).

⁷ Id. at 576.

⁸ Id.

⁹ See id. at 586.

¹⁰ A.C. No. 12877, December 7, 2020. Rendered by the Second Division; penned by Senior Associate Justice Estela M. Perlas-Bernabe and concurred in by Associate Justices Alexander G. Gesmundo, Amy C. Lazaro-Javier, Mario V. Lopez, and Ricardo R. Rosario.

notary public. Had he been more vigilant in the performance of his notarial duties, his notarial seal would not have been affixed in the subject contracts. Indubitably, this failure on the part of Atty. Maranan constitutes a transgression of the 2004 Notarial Rules, for which he must be held administratively liable.¹¹

Here, there can be no finding of negligence on the part of respondent in failing to safeguard his notarial seal precisely because the best evidence to prove such, *i.e.*, the purportedly simulated Deed of Absolute Sale, had not been presented in Court.

Accordingly, given the absence of substantial evidence proffered by complainant, in stark contrast to the own evidence submitted by respondent, including his convincing explanation with regard to the dissimilarities of his signatures and other particulars in the Deed of Absolute Sale presented in this case with those he had on official files, the instant complaint must be dismissed for utter lack of merit. In addition to this conclusion, the illegibility of the notarial seal on account of the subject document being a mere photocopy, the Court finds no other reasonable ground to hold respondent administratively liable for violating the notarial law.

WHEREFORE, the Court resolves to **NOTE** the Notice of Resolution¹² dated September 12, 2020 of the Integrated Bar of the Philippines' Board of Governors.

The Court further resolves to **ADOPT** and **APPROVE** the findings of fact and recommendation of the Investigating Commissioner in the Report and Recommendation dated November 19, 2018, as approved by the Integrated Bar of the Philippines' Board of Governors in its Notice of Resolution dated September 12, 2020. Accordingly, the administrative case against Atty. Galeleo P. Angeles is **DISMISSED** for lack of merit.

SO ORDERED."

By authority of the Court:

Misael Domingo C. Battung III
MISAEL DOMINGO C. BATTUNG III
Division Clerk of Court
GER
9/22/22

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¹¹ Id. at 4-5. Citations omitted.

¹² *Rollo*, pp. 108-109.

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AC-11690 [Formerly CBD Case No. 18-5577]

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