



Republic of the Philippines
Supreme Court
Manila

SUPREME COURT OF THE PHILIPPINES
 PUBLIC INFORMATION OFFICE

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FIRST DIVISION

CARMELO IRINGAN,
 Complainant,

A.C. No. 8574

Present:

SERENO, *CJ.*,
 Chairperson,
 LEONARDO-DE CASTRO,
 DEL CASTILLO,
 JARDELEZA, and
 TIJAM, *JJ.*

- versus -

ATTY. CLAYTON B.
GUMANGAN,
 Respondent.

Promulgated:

AUG 16 2017

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DECISION

LEONARDO-DE CASTRO, J.:

This is an administrative complaint for disbarment or suspension filed by complainant Carmelo Iringan (Carmelo) against respondent Atty. Clayton B. Gumangan (Atty. Gumangan) relative to Civil Case No. 518-09, entitled *Sps. Renato and Carmen A. Iringan v. Carmelo A. Iringan*, for Illegal Detainer and Ejectment with Damages, before the Municipal Trial Court in Cities (MTCC) of the City of Tabuk, Kalinga.

Civil Case No. 518-09 was instituted before the MTCC by spouses Renato (Renato) and Carmen Iringan (spouses Iringan) against Carmelo, who is Renato's brother. The spouses Iringan alleged in their complaint that they are the owners of a piece of land, with an area of about 625 square meters, located in Tabuk, Kalinga, registered under Original Certificate of Title No. P-8864¹ in Renato's name. A two-storey structure stands on said piece of land, which was used as a restaurant with the name "Emilia's Kitchenette." Renato acquired the right to operate said restaurant from his mother, Lourdes Iringan, by virtue of a Deed of Assignment to Operate Establishments² dated January 19, 1982, for the consideration of ₱5,000.00.

¹ *Rollo*, pp. 8-9.

² *Id.* at 11.

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Pursuant to a Contract of Lease³ dated December 30, 2005, Renato agreed to lease to Carmelo the land and the two-storey building thereon (collectively referred to herein as the premises) for a period of one year, for a monthly rental of ₱5,000.00. The Contract of Lease was notarized by Atty. Gumangan also on December 30, 2005. The lease expired but Carmelo continued to possess the premises upon spouses Iringan's tolerance. In September 2008, the spouses Iringan demanded that Carmelo vacate the premises but to no avail. A Final Demand dated April 1, 2009 was served upon Carmelo on April 2, 2009, signed by Atty. Gumangan, with Renato's approval and conformity. Carmelo, however, still refused to vacate the premises. The barangay heard the dispute between the spouses Iringan and Carmelo on April 29, 2009 but no settlement was reached. Thus, the spouses Iringan had no other recourse but to file Civil Case No. 518-09 for Illegal Detainer and Ejectment with Damages against Carmelo.

In his defense, Carmelo averred that he and Renato are brothers. The premises actually belonged to their late parents Sixto and Lourdes Iringan, and upon their parents' deaths, the premises descended to Carmelo, Renato, and their other siblings. Hence, Renato is not the sole owner of the premises even though the certificate of title to the land is registered in his name alone. Renato is a mere trustee of the premises for his siblings. The Deed of Assignment to Operate Establishments did not vest title to the premises upon the spouses Iringan as this was in derogation of the succession rights of Renato's siblings. Carmelo further claimed that the Contract of Lease for the premises was spurious as he had never entered into such a contract with Renato. Carmelo asserted that he did not sign the Contract of Lease nor did he appear before Atty. Gumangan who notarized the same.

In its Decision⁴ dated September 24, 2009, the MTCC rendered a Decision in favor of the spouses Iringan. Particularly on the matter of the Contract of Lease, the MTCC found:

THERE IS A VALID CONTRACT OF LEASE EXECUTED BY THE
PARTIES

Exhibit "D" of the [spouses Iringan] is the alleged "Spurious" Contract of Lease. It is a document duly notarized before a Notary public. It was executed with all the formalities required by law and duly acknowledged before Atty. Clayton Gumangan. This Contract of Lease is a public document, which needs no further proof of its content and is entitled to much faith and confidence, unless clear evidences show otherwise. This is where [Carmelo] failed. [Carmelo] offered no evidence tending to show that said document is indeed spurious. What we have, are the allegations of [Carmelo] and his witnesses, which allegations are, to say the least, self-serving and biased. Allegations are not proofs.

On this point, the [spouses Iringan] submitted the Affidavit of the Notary Public before whom the document was executed and

³ Id. at 12-13.

⁴ Id. at 31-40; penned by Presiding Judge Victor A. Dalanao.

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acknowledged. In said Affidavit, Atty. Gumangan affirmed that he prepared the document and that Carmelo and Renato Iringan signed the contract of lease in his presence. There is no showing that Atty. Gumangan was telling a lie, or that he was ill-motivated. His affidavit rings true and is credible.

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Then too, we have the affidavit of the instrumental witnesses, in the person of Hilda Langgaman and Narcisa Padua (Exhibit "Q"). They were the witnesses to the execution of the contract at the office of Atty. Gumangan. They saw with their own eyes Carmelo and Renato signing the Contract of Lease. These are impartial witnesses. In order to discredit the allegations of the Affidavit of Atty. Gumangan, [Carmelo] submitted the Affidavit of Atty. Mary Jane Andomang to the effect that Atty. Clayton Gumangan has not submitted his notarial register containing the questioned document. But the non-submission of Atty. Gumangan of his notarial register does not preclude the fact that said document was executed and notarized as claimed by the affiants. If any, it should be Atty. Gumangan who is brought to task for his negligence, not the [spouses Iringan]. The failure of Gumangan to submit his register should not prejudice the cause of the [spouses Iringan]. This Affidavit of Atty. Andomang only proved that Atty. Gumangan failed to submit his register. It cannot disprove the due execution of the Contract of lease.

Much noise has been made on the fact that the document was allegedly executed in December 2005 but that the Community Tax Receipt of Renato was dated January 17, 2006. Also, that the CTR of [Carmelo] has not been indicated in the said document. Again, to [Carmelo], this smacks of fraud.

The court is not convinced. This may have been a typographical error attributable to human frailties. The intent to defraud or falsify was not shown by [Carmelo] through independent and credible evidences. Fraud is not assumed.⁵

The MTCC decreed:

WHEREFORE, judgment is hereby rendered in favor of the [spouses Iringan] and against Carmelo Iringan, ordering [Carmelo] to;

1. VACATE immediately the property in dispute and turnover peacefully its possession to the [spouses Iringan];
2. Pay FIVE THOUSAND (₱5,000.00) PESOS a month from April 2, 2009 up to the time the finality of Judgment with interest at 6% per annum;
3. The total amount awarded above shall earn legal interest at 12% per annum from the time judgment became final until the same shall have been fully paid;
4. PAY TWENTY THOUSAND (₱20,000.00) PESOS as attorney's fees and cost of litigation; and

⁵ Id. at 36-37.

5. [P]ay the cost of the suit.⁶

Carmelo filed an appeal with the Regional Trial Court (RTC) of Bulanao, Tabuk City, Kalinga, Branch 25, docketed as Civil Case No. 762. In a Decision⁷ dated May 25, 2010, the RTC affirmed *in toto* the MTCC judgment. The RTC eventually issued a Writ of Execution and an Alias Writ of Execution dated November 2, 2010 and February 22, 2011, respectively, for the implementation of its judgment.

In the meantime, while Civil Case No. 762 was still pending before the RTC, Carmelo instituted on April 5, 2010, before the Court, through the Office of the Bar Confidant (OBC), the present administrative complaint⁸ against Atty. Gumangan, alleging as follows:

3. That [Atty. Gumangan] is a practicing attorney and a notary public, principally based [in] Tabuk, Kalinga;

4. That sometime on December 30, 2005, a “Contract of Lease” was purportedly executed by and between [Carmelo] and Renato Iringan; This document was prepared and notarized by [Atty. Gumangan];

5. That the aforesaid “Contract of Lease” became the principal subject of a Civil Case between [Carmelo] and Sps. Renato and Carmen Iringan docketed as Civil Case No. 518-09; The original copy of the pertinent Summons (with the Complaint and annexes thereto) is made Annex “A” and appended therewith is a certified machine copy of the said “Contract of Lease” (Annex “C” of the Complaint);

6. That the purported “Contract of Lease” is entirely spurious and fraudulent; [Carmelo] never executed such instrument and did not appear before [Atty. Gumangan] for its due subscription under oath; [Carmelo] never ever entered into any lease contract with Renato A. Iringan whether verbal or in writing;

7. That it is too obvious that the alleged Lease Contract prepared and notarized by [Atty. Gumangan] is fraudulent since by simple examination, the same was **executed and subscribed before [Atty. Gumangan] on December 30, 2005, when in fact Renato Iringan’s CTC (08768743) was issued on January 17, 2006; [Carmelo’s] own CTC does not appear thereon, meaning that he never appeared to execute it;** That besides not appearing before [Atty. Gumangan], [Carmelo] has not been or seen the alleged witnesses to the contract;

8. That more importantly, [Carmelo] had **not known, met or had any transaction with [Atty. Gumangan]; He only saw him for the first time** in the Municipal Trial Court, Tabuk, Kalinga, during one of the proceedings in Civil Case No. 518-09 where [Atty. Gumangan] happened to be present in attendance;

⁶ Id. at 40.

⁷ Id. at 41-51; penned by Judge Marcelino K. Wacas.

⁸ Id. at 1-2.

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9. Moreover, the said "Contract of Lease" was never filed with the notarial report of [Atty. Gumangan] with the Office of the Clerk of Court of Kalinga.; The Sworn Affidavit of Atty. Mary Jane A. Andomang (Regional Trial Court, Branch 25, Clerk of Court) made Annex "B" hereof attests to this fact;

10. That the very blatant act of [Atty. Gumangan] in preparing and notarizing said "Contract of Lease" bespeaks of wanton and willful violation of the Canons of Professional Responsibility for lawyers; As officers of the Court they are mandated not to involve themselves in fraudulent and deceitful acts, to the grave damage and prejudice of private individuals;

11. That [Atty. Gumangan] had not acted with honesty and faithfulness to the responsibilities and duties of his profession; He must then be sanctioned and subjected to disciplinary action by this Honorable Supreme Court.⁹

Carmelo prayed that Atty. Gumangan "be DISBARRED/SUSPENDED from the practice of law, and with all the attendant accessory penalties and fines to be justly imposed."¹⁰

In support of his allegations, Carmelo attached, among other documents, the purported Contract of Lease between him and Renato and the Affidavit¹¹ dated September 3, 2009 of Mary Jane A. Andomang (Andomang), RTC Clerk of Court VI, certifying that Atty. Gumangan "did not submit his Notarial Report and a copy of a 'Contract of Lease,' appearing as Doc. No. 191, Page No. 39, Book No. X, Series of 2005."

Atty. Gumangan, in his Comment/Answer,¹² asserted that Carmelo instituted the instant administrative complaint to harass and embarrass him, and to extricate himself, Carmelo, from the felonious acts of dispossessing his very own brother of the latter's property.

Atty. Gumangan admitted that he notarized the Contract of Lease, but maintained that Carmelo, together with Renato, personally executed said Contract before Atty. Gumangan and in the presence of two witnesses, namely, Hilda Langgaman (Langgaman) and Narcisa Padua (Padua). Atty. Gumangan attached to his Comment/Answer the Joint Affidavit¹³ dated July 20, 2009 in which Langgaman and Padua affirmed that they were personally present at Atty. Gumangan's office when Carmelo and Renato signed the Contract of Lease, and that they saw with their own eyes Carmelo signing said Contract. Atty. Gumangan likewise attached to his Comment/Answer the Affidavit¹⁴ dated July 9, 2009 executed by Carmelo's daughter-in-law,

⁹ Id.
¹⁰ Id. at 2.
¹¹ Id. at 18.
¹² Id. at 20-26.
¹³ Id. at 27.
¹⁴ Id. at 28.

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Cathelyn Bawat Iringan (Cathelyn), attesting to the existence and implementation of the Contract of Lease:

That as trustee of the Emilia's Kitchenette, I was instrumental in the payment of rentals over said Kitchenette to plaintiffs [spouses Iringan] thus:

a) In June, 2007, I withdrew the sum of Twenty-five Thousand (₱25,000.00) Pesos from the Rural Bank of Rizal, Kalinga and used it for the medical operation of Inez Gamad; the amount was treated as rentals of Emilia's Kitchenette covering the months of November & December, 2006, January, February and March of year 2007;

b) I paid Ten Thousand (₱10,000.00) Pesos on August 23, 2007 for our rental of April and May 2007;

c) I paid rental of Thirty Thousand (₱30,000.00) Pesos to Carmen Iringan, which was used for the eye treatment of Renato Iringan;

d) I issued a check in the sum of One Hundred Thousand (₱100,000.00) Pesos, given to Engr. Federico Iringan, son of [spouses Iringan]; Sixty Thousand (₱60,000.00) Pesos was used to cover rentals of the Kitchenette and Forty Thousand (₱40,000.00) Pesos was personal to Federico[.]

Atty. Gumangan proffered the following explanation for the irregularities as regards the community tax certificates (CTCs) of Carmelo and Renato, the parties to the Contract of Lease:

A. [Carmelo] and his brother Renato Iringan appeared before the herein [Atty. Gumangan] in the afternoon of December 30, 2005, and after they x x x, together with their witnesses, affixed their signature on the Contract of Lease, the herein [Atty. Gumangan], directed them to produce their community tax certificates, but they failed to do so, but they instead promised to secure their community tax certificates the earliest possible opportunity;

B. Considering that December 30, 2005 is a Friday, and the next working day January 01, 2006, is a holiday, Renato Iringan secured his community tax certificate on the 17th day of January 2006. x x x.¹⁵

Atty. Gumangan substantiated his foregoing averments by appending Renato's Affidavit¹⁶ dated August 11, 2010 to his Comment/Answer, in which the latter deposed and stated:

1. That on the 30th day of December 2005, I together with my brother Carmelo Iringan, went to the office of Atty. Clayton B. Gumangan, for the purpose of executing a Contract of Lease, over my two storey building, located at Bulanao, Tabuk City, Kalinga;

¹⁵ Id. at 22.

¹⁶ Id. at 29-30.

2. That after we came to the terms and conditions of the Contract of Lease, Atty. Gumangan, prepared the same, and explained the contents thereof to us in Ilokano dialect;

x x x x

5. That after we had affixed our signatures, Atty. Gumangan required us to present our community tax certificates, but we have none that time;
6. That Atty. Gumangan, directed us to secure a cedula, but considering that it was then a Friday and the 30th of December 2005, we told him that we will just secure our community tax certificates, on the following working day which is [in] January of 2006;
7. That I then entered the number of my community tax certificate the date of its issuance and place of issuance on the 17th of January 2006;
8. That considering that Carmelo Iringan is my very own brother, I no longer [asked] him to secure his community tax certificate for the purpose of entering its number, date of issue and place of issue, in our Contract of Lease as directed by Atty. Gumangan[;]
9. That I hereby state that I and my very own brother CARMELO IRINGAN, together with our witnesses are personally present before Atty. Gumangan, when we [executed] our contract of lease[.]

In addition, Atty. Gumangan belied Carmelo's claim that they do not know each other prior to Civil Case No. 518-09. According to Atty. Gumangan, after Renato and Carmelo executed the Contract of Lease before him, he frequented Emilia's Kitchenette, which was only 500 meters away from the RTC, and Tabuk City, Kalinga is a small community where almost everyone know each other.

Atty. Gumangan also argued that the Contract of Lease was not the principal subject of Civil Case No. 518-09. Civil Case No. 518-09 was for Illegal Detainer and Ejectment with Damages filed by Renato against Carmelo because of the latter's failure to vacate the premises. It was Carmelo who alleged that the Contract of Lease between him and Renato was spurious, but both the MTCC and the RTC found that the notarized Contract was a public document which needed no further proof of its content and was entitled to much faith and confidence, absent clear evidence to the contrary.

Lastly, Atty. Gumangan submitted the Affidavit¹⁷ dated July 21, 2009 of one Margielyn Narag (Narag), Carmelo's employee at Emilia's Kitchenette from July 2008 to June 2009. Narag recalled in her Affidavit that in June 2009, she saw Carmelo practicing his signature on a blank yellow pad paper, while his niece, Ines Gammad (Gammad) watched. After

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Id. at 52.

sometime, Gammad went over Carmelo's signatures and said, "*kitaem sabalin ti pirmam*," which meant, "look[,] your signatures are now different."

In a Resolution¹⁸ dated October 11, 2010, the Court referred the administrative case to the Integrated Bar of the Philippines (IBP) for investigation, report, and recommendation.

The IBP Commission on Bar Discipline set the case for mandatory conference on June 8, 2011. Only Carmelo and his counsel appeared for the scheduled mandatory conference. In his Order¹⁹ dated June 8, 2011, Commissioner (Com.) Hector B. Almeyda (Almeyda) granted Carmelo's motion and instead of resetting the mandatory conference, directed the parties to submit their respective position papers within 40 days, without prejudice to the submission of a comment or reply to the other party's position paper within 10 days from receipt; and provided that, thereafter, the case would be deemed submitted for report and recommendation.

Com. Almeyda rendered his Report and Recommendation²⁰ on December 7, 2011 finding that:

The existence and execution of the lease contract between [Carmelo] and his brother Renato appears to be an established fact. Not only was the agreement between the brothers given recognition by a couple of courts (MTC of Tabuk City and the Regional Trial Court of Tabuk City), [Carmelo], other than the self-serving claim that he did not appear at the signing, completely failed to deny that his signature on the contract of lease was not his or otherwise forged. The validity of the contract of lease, absent clear evidence of its non-execution in the face of document/affidavits that quite clearly showed the contrary, established the fact of execution.

There is one other matter [though] that needs some discussion. Sustaining the validity of the contract of lease notwithstanding, [Atty. Gumangan] must be held responsible for the execution of that document that is incomplete due to the absence and/or questionable CTC's of the parties. Add to that the admitted failure of [Atty. Gumangan] to make his notarial report, and even on the assumption that he filed his notarial report, he failed to include in his notarial report the contract of lease as among those he notarized. The violation of the notarial law and the liability of [Atty. Gumangan] in this regard is obvious.

In the end, Com. Almeyda recommended:

WHEREFORE, it is respectfully recommended that the complaint for disbarment on the grounds relied on be dismissed for insufficiency of merit to sustain the plea for disbarment and/or suspension. But [Atty. Gumangan] is advised to be a bit more circumspect in the performance of

¹⁸ Id. at 54.

¹⁹ Id. at 68.

²⁰ Id. at 126-130.

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his duties as a lawyer so that he is warned that a repetition of a similar lapse will be dealt with more serious sanctions.

Due to the incompleteness in the preparation of the contract of lease, [Atty. Gumangan's] commission as notary public is recommended to be revoked upon notice and he is further recommended to be disqualified to act as notary public for the next two (2) years.²¹

In its Resolution No. XX-2013-415²² dated April 15, 2013, the IBP Board of Governors unanimously adopted and approved Com. Almeyda's Report and Recommendation.

The Court wholly agrees with the findings and recommendations of Com. Almeyda and the IBP Board of Governors.

The Contract of Lease was executed by Renato and Carmelo on December 30, 2005 and notarized by Atty. Gumangan on even date. During said time, the 2004 Rules on Notarial Practice²³ still applied.

The 2004 Rules on Notarial Practice required the notary public to maintain a notarial register with the following information:

RULE VI
Notarial Register

x x x x

Sec. 2. *Entries in the Notarial Register.* – (a) For every notarial act, the notary shall record in the notarial register at the time of notarization the following:

- (1) the entry number and page number;
- (2) the date and time of day of the notarial act;
- (3) the type of notarial act;
- (4) the title or description of the instrument, document or proceeding;
- (5) the name and address of each principal;
- (6) the competent evidence of identity as defined by these Rules if the signatory is not personally known to the notary;**
- (7) the name and address of each credible witness swearing to or affirming the person's identity;
- (8) the fee charged for the notarial act;

²¹ Id. at 130.

²² Id. at 125.

²³ A.M. No. 02-8-13-SC, which took effect on August 1, 2004.

(9) the address where the notarization was performed if not in the notary's regular place of work or business; and

(10) any other circumstance the notary public may deem of significance or relevance. (Emphasis supplied.)

Highlighting the importance of the requirement of competent evidence of identity of the parties, the 2004 Rules on Notarial Practice explicitly prohibited the notary public, who did not personally know the parties, from notarizing an instrument or document without the same, thus:

RULE IV

Powers and Limitations of Notaries Public

x x x x

Sec. 2. *Prohibitions.* – 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 –

x x x x

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. (Emphases supplied.)

The 2004 Rules on Notarial Practice defined “competent evidence of identity” as follows:

RULE II

Definitions

x x x x

Sec. 12. *Competent Evidence of Identity.* – The phrase “competent evidence of identity” 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 neither of whom is privy to the instrument, document or transaction who each personally knows the individual and shows to the notary public documentary identification.

Atty. Gumangan herein violated the 2004 Rules on Notarial Practice by notarizing the Contract of Lease on December 30, 2005 without

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competent evidence of identity of Renato and Carmelo and, thus, committing an expressly prohibited act under the Rules.

Atty. Gumangan did not allege that he personally knew Renato and Carmelo when they appeared before him on December 30, 2005 for the notarization of the Contract of Lease. There was no showing that Renato and Carmelo presented current identification documents issued by an official agency bearing their photographs and signatures before Atty. Gumangan notarized their Contract of Lease. Langgaman and Padua witnessed Renato and Carmelo signing the Contract of Lease in person at Atty. Gumangan's office, but they did not attest under oath or affirmation that they personally knew Renato and Carmelo, and neither did they present their own documentary identification.

According to Renato, Atty. Gumangan asked them to present their CTCs, but neither Renato nor Carmelo had CTCs at that moment. Renato only secured a CTC on January 17, 2006, which he belatedly presented to Atty. Gumangan for recording.

CTCs no longer qualifies as competent evidence of the parties' identity as defined under Rule II, Section 12 of the 2004 Rules on Notarial Practice. In *Baylon v. Almo*,²⁴ considering the ease with which a CTC could be obtained these days and recognizing the established unreliability of a CTC in proving the identity of a person who wishes to have his document notarized, the Court did not include the CTC in the list of competent evidence of identity that notaries public should use in ascertaining the identity of persons appearing before them to have their documents notarized.²⁵ Worse, neither Renato nor Carmelo had CTCs with them on December 30, 2005, yet, Atty. Gumangan still proceeded with notarizing the Contract of Lease, allowing Renato to belatedly present his CTC weeks later, while Carmelo did not present any CTC at all.

Moreover, the 2004 Rules on Notarial Practice also prescribed:

²⁴ 578 Phil. 238, 242 (2008).

²⁵ Subsequently, in a Resolution dated February 19, 2008 in A.M. No. 02-8-13-SC, the Court amended Rule II, Section 12(a) of the 2004 Rules on Notarial Practice to read:

Sec. 12. *Competent Evidence of Identity*. – The phrase “competent evidence of identity” 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, such as but not limited to, passport, driver's license, Professional Regulation Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification[.]

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RULE VI
Notarial Register

x x x x

Sec. 2. *Entries in the Notarial Register.* – x x x

x x x x

(d) **When the instrument or document is a contract**, the notary public shall keep an original copy thereof as part of his records and enter in said records a brief description of the substance thereof and shall give to each entry a consecutive number, beginning with number one in each calendar year. **He shall also retain a duplicate original copy for the Clerk of Court.**

x x x x

(h) **A certified copy of each month's entries and a duplicate original copy of any instrument acknowledged before the notary public shall, within the first ten (10) days of the month following, be forwarded to the Clerk of Court** and shall be under the responsibility of such officer. If there is no entry to certify for the month, the notary shall forward a statement to this effect in lieu of certified copies herein required. (Emphases supplied.)

Per Atty. Andomang's Affidavit dated September 3, 2009, Atty. Gumangan did not submit to the RTC Clerk of Court his Notarial Report and a duplicate original of the Contract of Lease dated December 30, 2005 between Renato and Carmelo. Atty. Gumangan did not dispute Atty. Andomang's Affidavit nor provide any explanation for his failure to comply with such requirements.

In *Agagon v. Bustamante*,²⁶ which involved closely similar administrative infractions by therein respondent, Atty. Artemio F. Bustamante, the Court stressed the importance of the notary public's compliance with the formalities for notarization of documents:

There is no doubt that respondent violated the Code of Professional Responsibility and the Notarial Law when he failed to include a copy of the Deed of Sale in his Notarial Report and for failing to require the parties to the deed to exhibit their respective community tax certificates. Doubts were cast as to the existence and due execution of the subject deed, thus undermining the integrity and sanctity of the notarization process and diminishing public confidence in notarial documents since the subject deed was introduced as an annex to the Affidavit of Title/Right of Possession of Third Party Claimant relative to NLRC Case No. RAB-CAR-12-0672-00.

²⁶ 565 Phil. 581, 586-587 (2007). Note that the subject Deed of Sale in the case was notarized in 2000, prior to the effectivity of the 2004 Rules on Notarial Practice, when parties were required to present only their CTCs before the notary public.

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A notary public is empowered to perform a variety of notarial acts, most common of which are the acknowledgment and affirmation of a document or instrument. In the performance of such notarial acts, the notary public must be mindful of the significance of the notarial seal as affixed on a document. The notarial seal converts the document from private to public, after which it may be presented as evidence without need for proof of its genuineness and due execution. Thus, notarization should not be treated as an empty, meaningless, or routine act. As early as *Panganiban v. Borromeo*, we held that notaries public must inform themselves of the facts which they intend to certify and to take no part in illegal transactions. They must guard against any illegal or immoral arrangements.

It cannot be overemphasized that notarization of documents is not an empty, meaningless or routine act. It is invested with substantive public interest, such that only those who are qualified or authorized may act as notaries public. It is through the act of notarization that a private document is converted into a public one, making it admissible in evidence without need of preliminary proof of authenticity and due execution. Indeed, a notarial document is by law entitled to full faith and credit upon its face, and for this reason, notaries public must observe utmost care in complying with the elementary formalities in the performance of their duties. Otherwise, the confidence of the public in the integrity of this form of conveyance would be undermined.

Canon 1 of the Code of Professional Responsibility requires every lawyer to uphold the Constitution, obey the laws of the land and promote respect for the law and legal processes. Moreover, the Notarial Law and the 2004 Rules on Notarial Practice require a duly commissioned notary public to make the proper entries in his Notarial Register and to refrain from committing any dereliction or act which constitutes good cause for the revocation of commission or imposition of administrative sanction. Unfortunately, respondent failed in both respects. (Citations omitted.)

A lawyer, who is also commissioned as a notary public, is mandated to discharge with fidelity the sacred duties appertaining to his office, such duties being dictated by public policy and impressed with public interest. Faithful observance and utmost respect for the legal solemnity of an oath in an acknowledgment are sacrosanct. A notary public cannot simply disregard the requirements and solemnities of the Notarial Law.²⁷

Clearly, herein, Atty. Gumangan – in notarizing the Contract of Lease without competent evidence of the identity of Renato and Carmelo, and in failing to submit to the RTC Clerk of Court his Notarial Report and a duplicate original of the Contract of Lease – had been grossly remiss in his duties as a notary public and as a lawyer, consequently, undermining the faith and confidence of the public in the notarial act and/or notarized documents.

²⁷ *Soriano v. Basco*, 507 Phil. 410, 416 (2005).

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Therefore, in light of the foregoing, the Court holds Atty. Gumangan administratively liable and imposes upon him the penalty of suspension of his notarial commission for two years.

As a last note, the Court points out that its judgment in the present case does not touch upon the execution and existence of the Contract of Lease between Renato and Carmelo, facts which the MTCC found sufficiently established in its Decision dated September 24, 2009 in Civil Case No. 518-09, and affirmed on appeal by the RTC in its Decision dated May 25, 2010. Such factual findings of the MTCC and RTC were not based solely on the irregularly-notarized Contract of Lease between Renato and Carmelo, but also on the consistent declarations of Renato, Atty. Gumangan, and the two impartial witnesses, Langgaman and Padua, that Renato and Carmelo personally appeared and signed said Contract of Lease at the office and in the presence of Atty. Gumangan on December 30, 2005. Carmelo's self-serving denial, averments of irregularities in the notarization of the Contract of Lease, and presentation of Atty. Andomang's Affidavit dated September 3, 2009 were deemed insufficient by the MTCC and the RTC to refute such factual findings.

It is worthy to mention that any defect in the notarization of the Contract of Lease did not affect its validity and it continued to be binding between the parties to the same, namely, Renato and Carmelo. The irregularity in the notarization was not fatal to the validity of the Contract of Lease since the absence of such formality would not necessarily invalidate the lease, but would merely render the written contract a private instrument rather than a public one.²⁸ In addition, parties who appear before a notary public to have their documents notarized should not be expected to follow up on the submission of the notarial reports. They should not be made to suffer the consequences of the negligence of the notary public in following the procedures prescribed by the Notarial Law.²⁹

Hence, the ruling of the Court in the present administrative case, essentially addressing the defects in the notarization of the Contract of Lease dated December 30, 2005 between Renato and Carmelo and Atty. Gumangan's failings as a notary public, should not affect the judgment rendered against Carmelo in Civil Case No. 518-09, the unlawful detainer case.

WHEREFORE, respondent Atty. Clayton B. Gumangan is found **GUILTY** of violating the Notarial Law, the 2004 Rules on Notarial Practice, and the Code of Professional Responsibility. His incumbent commission as notary public, if any, is **REVOKED**, and he is **PROHIBITED** from being commissioned as a notary public for two (2) years, effective immediately. He is **DIRECTED** to report the date of his receipt of this Decision to enable this Court to determine when his suspension shall take effect. He is finally

²⁸ See *Pontigon v. Heirs of Meliton Sanchez*, G.R. No. 221513, December 5, 2016.

²⁹ *Destreza v. Riñoza-Plazo*, 619 Phil. 775, 782-783 (2009).

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WARNED that a repetition of the same or similar offense shall be dealt with more severely.

Let a copy of this Decision be furnished to the Office of the Bar Confidant, to be appended to respondent Atty. Clayton B. Gumangan's personal record as member of the Bar. Likewise, copies shall be furnished to the Integrated Bar of the Philippines and all courts in the country for their information and guidance.

SO ORDERED.


TERESITA J. LEONARDO-DE CASTRO
Associate Justice

WE CONCUR:


MARIA LOURDES P. A. SERENO
Chief Justice
Chairperson


MARIANO C. DEL CASTILLO
Associate Justice


FRANCIS H. JARDELEZA
Associate Justice


NOEL GIMENEZ TIJAM
Associate Justice