



Republic of the Philippines
 Supreme Court
 Manila

EN BANC

MANUEL L. VALIN AND
 HONORIO L. VALIN,
 Complainants,

A.C. No. 10564

Present:

SERENO, C.J.,
 CARPIO,
 VELASCO, JR.,*
 LEONARDO-DE CASTRO,*
 PERALTA,
 BERSAMIN,
 DEL CASTILLO,*
 PERLAS-BERNABE,*
 LEONEN,
 JARDELEZA,**
 CAGUIOA,
 MARTIRES,
 TIJAM,
 REYES, JR. and
 GISMUNDO, JJ.

- versus -

ATTY. ROLANDO T. RUIZ,
 Respondent.

Promulgated:

November 7, 2017

[Handwritten Signature]

X ----- X

DECISION

GISMUNDO, J.,

Before the Court is an Administrative Complaint¹ filed by complainants Manuel L. Valin (*Manuel*) and Honorio L. Valin (*Honorio*) with the Integrated Bar of the Philippines – Commission on Bar Discipline (*IBP-CBD*)

* On official leave.

** On leave.

¹ *Rollo*, pp. 2-6.

[Handwritten Signature]

committing forgery and falsification of a deed of absolute sale, in breach of his lawyer's oath and in violation of the laws.

The complainants averred that they are two of the surviving children of their deceased parents, spouses Pedro F. Valin (*Pedro*) and Cecilia Lagadon (*Cecilia*). Pedro was the original registered owner of a parcel of land (*subject land*) located in San Andres, Sanchez Mira, Cagayan, with an area of 833 square meters and covered by Original Certificate of Title (OCT) No. P-3275(S).²

Pedro died on **December 7, 1992** while he was in Oahu, Honolulu, Hawaii.³

Several years later, Honorio discovered that the subject land has been transferred to respondent, the godson of Pedro, resulting in the cancellation of OCT No. P-3275(S), and the issuance of Transfer Certificate of Title (*TCT*) No. T-11655(s)⁴ in the name of respondent. He learned from the Register of Deeds of Sanchez Mira, Cagayan (*RD*) that the subject land was conveyed to respondent in consideration of ₱10,000.00 by virtue of a Deed of Absolute Sale (*subject deed*),⁵ dated **July 15, 1996**, and executed in Tuguegarao City, Cagayan purportedly by Pedro with the alleged consent of his spouse, Cecilia.

The complainants alleged that the subject deed was obviously falsified and the signatures therein of Pedro and Cecilia were forgeries because Pedro was already dead and Cecilia was in Hawaii at that time. They also asserted that Pedro's Community Tax Certificate (*CTC*) No. 2259388, which was used to identify Pedro in the deed, was also falsified as it was issued only on January 2, 1996 long after Pedro's death. The complainants pointed to respondent as the author of the falsifications and forgeries because the latter caused the registration of the subject land unto his name and because he was the one who benefited from the same.

In his Answer,⁶ respondent claimed that Rogelio L. Valin (*Rogelio*), one of the children of Pedro and Cecilia, sold the subject land to him sometime in 1989 allegedly in representation of Pedro. He recalled that Rogelio approached him for financial assistance to defray the expenses of the surgical operation of his son. Rogelio offered to sell the subject land and claimed that it was his share in their family's properties. Respondent agreed to buy the subject land out of compassion. He asked Rogelio for his authority to sell the subject land but the latter claimed that he could not locate his authority from his parents in their house.⁷ Respondent claimed that he knew that it was hard

² Id. at 7.

³ Id. at 8.

⁴ Id. at 9.

⁵ Id. at 10.

⁶ Id. at 18-23.

⁷ Id. at 21.

to transfer the title because the title owner, Pedro, was out of the country at the time of the sale and without a Special Power of Attorney (*SPA*) for the purpose; thus, Rogelio undertook to transfer the title.⁸

Respondent also denied having knowledge regarding the execution of the subject deed in 1996. He insisted that he neither falsified the said deed and Pedro's CTC No. 2259388 nor forged the signatures of Pedro and Cecilia as it was Rogelio who processed the transfer of the title of the subject land in his name. He explained that when the subject land was sold in 1989, Rogelio, as the vendor, undertook to process the transfer of the title of the subject land. Respondent further clarified that in 1996, he instructed his house helper, Judelyn Baligad (*Baligad*), to sign the release of the title in his name because at that time he was busy to go to the RD to sign the release for himself as per instruction of Rogelio's messenger.⁹

In their Reply,¹⁰ the complainants stressed that the document, which was a falsified deed, was executed in 1996. They also pointed out that records from the RD revealed that on August 19, 1996, the owner's duplicate copy of TCT No. T-11655(s) was released to Baligad, the housemaid of respondent. In fact, respondent admitted in his answer that he instructed Baligad to pick up the said copy from the RD as he was busy at that time. Thus, respondent's sweeping denial of any knowledge with respect to the subject deed is unmeritorious and his claim of good faith must be denied.

In his Rejoinder,¹¹ respondent imputed the falsification of the deed to Rogelio arguing that he must have forged the signatures of his parents in his attempt to have the title of the subject land transferred to respondent.

After the parties submitted their respective position papers, the case was submitted for the IBP-CBD's resolution.

Report and Recommendation

In its Report and Recommendation,¹² dated April 26, 2011, the IBP-CBD found respondent to be unfit to be entrusted with the powers of an attorney. It reasoned that as the beneficiary of the falsified deed, respondent was presumed to be the author thereof. The IBP-CBD opined that he failed to overcome this presumption despite his attempt to deflect the blame to Rogelio for his failure to adduce evidence in support of his claim.

⁸ Id.

⁹ Id. at 22.

¹⁰ Id. at 51-64.

¹¹ Id. at 69-77.

¹² Penned by Commissioner Victor C. Fernandez; id. at 224-230.

The IBP-CBD also dismissed respondent's claim that the transaction was a private one and not in connection with his profession. It emphasized that good moral character and moral fitness transcends the professional personality of a lawyer. Thus, the IBP-CBD recommended the suspension of respondent from the practice of law for a period of two (2) years.

In its Resolution No. XX-2013-207,¹³ dated March 20, 2013, the IBP Board of Governors (*IBP Board*) resolved to adopt and approve the report and recommendation of the IBP-CBD for the suspension of respondent from the practice of law for a period of two (2) years.

Respondent filed a motion for reconsideration but the IBP Board denied it in the assailed Resolution No. XXI-2014-98,¹⁴ dated March 21, 2014.

Dissatisfied, respondent filed a petition before the Court arguing that:

I.

THE INTEGRATED BAR OF THE PHILIPPINES – BOARD OF GOVERNORS COMMITTED REVERSIBLE ERROR TANTAMOUNT TO GRAVE ABUSE OF DISCRETION ON A QUESTION OF LAW IN ISSUING THE RESOLUTIONS DATED MARCH 20, 2013 AND MARCH 21, 2014 BY CONCLUDING [RESPONDENT] HAS COMMITTED A MISCONDUCT IN HIS PRACTICE OF LAW AND AS A CONSEQUENCE RECOMMENDED HIS SUSPENSION FROM THE PRACTICE OF LAW;

II.

THE PUBLIC RESPONDENT INTEGRATED BAR OF THE PHILIPPINES – BOARD OF GOVERNORS HAS COMMITTED REVERSIBLE ERROR TANTAMOUNT TO GRAVE ABUSE OF DISCRETION BECAUSE THERE WAS NO FACTUAL AND LEGAL BASIS IN THE CHARGES AGAINST THE [RESPONDENT] FOR SERIOUS MISCONDUCT, MUCH MORE AS A BASIS FOR HIS SUSPENSION FROM THE PRACTICE OF LAW AS THE EXTANT OF THE RECORDS IS DEVOID OF ANY SUPPORT AND FOR BEING GLARINGLY ERRONEOUS.¹⁵

¹³ Id. at 223.

¹⁴ Id. at 221.

¹⁵ Id. at 242.



Respondent avers that in 1989, he initially declined to buy the subject property from Rogelio because he could not produce his authority to sell the land; that he sympathized with Rogelio, thus, he was convinced to buy the subject property with the understanding that the latter would take the necessary steps to transfer the title in respondent's name; that he acted in good faith in dealing with Rogelio in his private capacity and he paid ₱26,000.00 for the consideration of the sale; that the subject deed executed in 1996 does not show any participation on the part of respondent; and that the written authority to sell of Rogelio actually existed and is attached in his petition, but it was not presented before the IBP.

In a Resolution,¹⁶ dated October 14, 2014, the Court required the complainants to file their comment within ten (10) days from notice thereof. The complainants, however, failed to file the required comment within the stated period.¹⁷ On March 1, 2016, the case was submitted for resolution.¹⁸

The Court's Ruling

The Court accepts and adopts the findings of fact of the IBP-CBD and the recommendation of the IBP Board.

Rule 1.01 of the Code of Professional Responsibility (*CPR*) states that “[a] lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.” Lawyers must conduct themselves beyond reproach at all times, whether they are dealing with their clients or the public at large, and a violation of the high moral standards of the legal profession justifies the imposition of the appropriate penalty, including suspension and disbarment.¹⁹

Further, the lawyer's oath enjoins every lawyer not only to obey the laws of the land but also to refrain from doing any falsehood in or out of court or from consenting to the doing of any in court, and to conduct himself according to the best of his knowledge and discretion with all good fidelity to the courts as well as to his clients. Every lawyer is a servant of the law, and has to observe and maintain the rule of law as well as be an exemplar worthy of emulation by others. It is by no means a coincidence, therefore, that the core values of honesty, integrity, and trustworthiness are emphatically reiterated by the *CPR*. In this light, Rule 10.01, Canon 10 of the *CPR* provides that “[a] lawyer shall not do any falsehood, nor consent to the doing of any in Court; nor shall he mislead, or allow the Court to be misled by any artifice.”²⁰

¹⁶ *Id.* at 395.

¹⁷ *Id.* at 406.

¹⁸ *Id.* at 408.

¹⁹ *Phil. Association of Court Employees v. Alibutdan-Diaz*, 748 Phil. 321, 326 (2014).

²⁰ *Samonte v. Jumamil*, A.C. No. 11668, July 17, 2017, citing *Spouses Umaguing v. De Vera*, 753 Phil. 11, 19 (2015).



It bears stressing that membership in the bar is a privilege burdened with conditions. A lawyer has the privilege and right to practice law during good behavior and can only be deprived of it for misconduct ascertained and declared by judgment of the court after opportunity to be heard has afforded him. Without invading any constitutional privilege or right, and attorney's right to practice law may be resolved by a proceeding to suspend or disbar him, based on conduct rendering him unfit to hold a license or to exercise the duties and responsibilities of an attorney.²¹ In disbarment proceedings, the burden of proof rests upon the complainant, and for the court to exercise its disciplinary powers, the case against the respondent must be established by clear, convincing and satisfactory proof.²²

In this case, the complainants allege that respondent breached his lawyer's oath and violated the law because he falsified the subject deed of sale in 1996 to acquire the land of Pedro even though the latter died in 1992. On the other hand, respondent claims that he had nothing to do with the sale in 1996; rather, he imputes the execution of the subject deed and its registration to Rogelio, brother of the complainants.

The Court finds that respondent violated the lawyer's oath, Rule 1.01 and 10.01 of the CPR.

Respondent's disclaimer as to his participation in the forged deed of absolute sale is incredible as he benefited from it

As pointed out in the IBP-CBD Report and Recommendation:

The respondent would like the Commission to believe that Rogelio Valin authored the falsification of the Deed of Absolute Sale dated July 15, 1996, present the same to the Register of Deeds so that a new title can be issued in his name. Such allegations are specious at best. No evidence had been adduced by the respondent to substantiate such allegation. "Bare allegations, unsubstantiated by evidence are not equivalent to proof" (Real vs. Belo, 513 [SCRA] 111). Moreover the Commission finds it unbelievable that after seven (7) years, Rogelio Valin will be bothered by his conscience for not fulfilling his commitment to transfer OCT No. P-3275(s) in the name of his father, Pedro Valin, to the name of the respondent by falsifying a Deed of Absolute Sale dated July 15, 1996 and making it appear that his deceased father, Pedro Valin, sold OCT No. P-3275 to herein respondent and in the process risk being sued for falsification of public documents. Moreover, records will show that Rogelio Valin

²¹ *Velasco v. Doroin*, 582 Phil. 1, 9 (2008).

²² *Ceniza v. Rubia*, 617 Phil. 202, 208-29 (2009).



was one of the complainants who filed cases against the respondent in connection with the subject property. Such posturing runs counter to respondent's insinuation that Rogelio Valin was the culprit in the falsification of the Deed of Absolute Sale dated July 15, 1996.²³

From the time that the sale of the subject land was negotiated in 1989 until it was executed and registered through the subject deed in 1996, there were patent irregularities, which respondent cannot ignore.

First, in 1989, respondent admitted that he entered into with Rogelio a contract of deed of sale over the subject property owned and registered to Pedro without any SPA. As a lawyer, he knows that "[w]hen a sale of a piece of land or any interest therein is through an agent, the authority of the latter shall be in writing; otherwise, the sale shall be void."²⁴ Respondent even admitted that it would be difficult to transfer the title of the subject land because the title owner Pedro is out of the country at the time of the sale and without a SPA for that purpose.²⁵ As early as 1989, respondent was aware that the sale of the subject land without proper authorization was null and void.

Second, in spite of the deficient SPA from Rogelio's father, respondent allowed many years to pass without probing him regarding the sale of the land. He did not exert any effort to communicate with Rogelio. In all those times, respondent did not demand from Rogelio his written authority to sell the subject land to ensure that the sale would have a mark of regularity considering that he had paid the purchase price. He continued to ignore the reality that Rogelio was precluded to sell the subject land without the SPA of his parents. This is obviously contrary to human experience.

Third, it is a difficult pill to swallow that respondent was oblivious of Pedro's death in 1992. He admitted in his petition that **he is a close family friend and godson of Pedro**.²⁶ Certainly, he could not claim such strong ties to the family of Pedro if he never heard about the latter's demise. Even after the lapse of four (4) years or in 1996, it would be arduous to believe that respondent was still ignorant of the demise of his close family friend and godfather.

²³ *Rollo*, pp. 228-229.

²⁴ Article 1874, Civil Code.

²⁵ *Rollo*, p. 21.

²⁶ *Id.* at 239.

Fourth, in 1996, respondent directed his house helper Baligad to sign the release of the title in his name. He admitted in his answer that he instructed Baligad to go to the RD and sign for him the release of the title because he was busy at that time.²⁷ Conchita P. Baustita, a former employee of the RD, also attested that Baligad indeed came to the RD to sign the release of the title in behalf of respondent on August 19, 1996.²⁸ Evidently, respondent was knowledgeable that the title was issued in his name because he instructed his house helper to finalize the release of the title.

Respondent was neither surprised nor doubtful of the title's release in his name in 1996. He never attempted to contact Rogelio to verify if he was the one who transferred the property to his name. He also did not immediately request the production of his authority to sell the subject land. Respondent had the opportunity and resources to verify the veracity of the subject deed in 1996, which caused the transfer of Pedro's land to him. Regrettably, he continued to feign ignorance of the irregularities that attended the transaction.

Fifth, the subject deed executed in 1996 was readily available at the RD. Respondent could have effortlessly and briefly verified the said deed, which was the basis of the transfer of the title to him. It is to be noted that the subject deed was not signed by Rogelio on behalf of Pedro; rather, it was purportedly signed by Pedro personally and confirmed by Cecilia. Evidently, the sale contemplated by the said deed was not anymore a sale through an agent, which was the original agreement of respondent and Rogelio back in 1989. The consideration stated in the subject deed, in the amount of ₱10,000.00, did not reflect the alleged purchase price of ₱26,000.00 given by respondent in 1989.

Further, the subject deed was executed in Tugegarao, Cagayan when respondent knows fully well that Pedro and Cecilia are residing in Hawaii as early as 1989. In the same light, it would be impossible to notarize the subject deed in 1996 before a notary public considering that Pedro was already dead. Also, the subject deed mentioned CTC No. 2259388, dated January 2, 1996, issued to Pedro, which is patently falsified because Pedro has passed away at that time. Again, respondent did not bother to even read the subject deed of sale which contains obvious and palpable irregularities; rather, he continued to disregard them for his own convenience.

²⁷ Id. at 22.

²⁸ Id. at 47.



Sixth, as a lawyer, respondent is fully aware of the requisites for the legality of deed of sale and its registration. He knows how important it is to ensure that the registered instrument is complete and regular on its face. He is also duty-bound to denounce illegally acquired deeds of sale, which deceive and betray the general public. Instead of assailing its validity, respondent continuously and completely utilized to his benefits the subject land obtained through the falsified deed. As reflected in TCT No. T-11655(s), he even mortgaged the subject land to Philippine National Bank, Sanchez Mira Branch as a security for a loan.²⁹

In fine, the Court is convinced that respondent is the author or, at the very least, has connived with the author of the subject deed and Pedro's CTC for his personal benefits. Respondent incessantly closed his eyes until he became blind to the anomalies surrounding the sale of the subject land. Whether through deliberate intent or gross negligence, he participated in the successful registration and release of the title that originated from an absolutely falsified deed of sale. As discussed above, there have been numerous occasions that respondent could have stopped and noted the red flags apparent throughout the transaction. Disappointingly, he chose to profit from the falsified deed, devoid of any empathy that his actions would damage innocent third persons. Respondent's acts are inconsistent with the sacred oath to do no falsehood nor consent to the doing of any.

*Respondent cannot finger
point culpability to Rogelio*

Respondent attempts to impute the falsification of the subject deed and Pedro's CTC to Rogelio because it was the latter who allegedly promised to transfer the title of the subject land.

The Court is not convinced.

It is highly unbelievable that, after seven (7) years and without any communication or notice whatsoever,³⁰ Rogelio will suddenly process the transfer of Pedro's property to respondent out of sheer goodwill and that he was willing to move to great lengths to fulfill his promise by falsifying the signature of his dead father in disposing his parents' land. Curiously, respondent failed to show proof that he demanded from Rogelio to effect the transfer the subject land; respondent did not even see him anymore after 1989.³¹ Rogelio has left for Hawaii and have been residing there up to the present.³²

²⁹ Id. at 9.

³⁰ Id. at 21.

³¹ Id. at 244.

³² Id. at 21-22.

Further, the subject deed of sale does not even reflect the name of Rogelio, but it was signed by Pedro and Cecilia. The sale manifested by the said deed was not anymore a sale through an agent, which was the agreement between respondent and Rogelio back in 1989. Rogelio does not have any more participation in the subject deed. Indubitably, since respondent is the ultimate beneficiary of the falsified deed of sale, he is presumed to be the author of the subject deed.

*The purported written authority
of Pedro is immaterial*

In his last ditch attempt to evade responsibility, respondent presented **for the first time on appeal** a purported written authority, dated September 13, 1989, signed by Pedro permitting Rogelio to sell the subject land.³³ The said authority is originally captioned as a special power of attorney; however, it bore an erasure and it reads as an authorization of attorney.

The written authority, however, is irrelevant and incredible in light of the circumstances in the present case.

Respondent plainly admitted that the title owner Pedro is out of the country at the time of the sale and Rogelio was without a SPA for that purpose.³⁴ Thus, the Court wonders how the said written authority suspiciously conjured itself out of thin air when respondent had confessed that it was not existing at the time of the alleged sale in 1989.

Further, the purported written authority deserves scant consideration. The said authority was allegedly executed by Pedro at Sanchez Mira, Cagayan on September 13, 1989. However, respondent earlier admitted that in 1989, Pedro was out of the country,³⁵ thus, he could not have signed the same.

The written authority is immaterial because Pedro died in 1992 and it had lost its force and effect then. It cannot be used for any purpose whatsoever. Moreover, the subject deed in 1996 was not anymore a sale through an agent as it was purportedly signed by Pedro and Cecilia personally. Thus, the written authority is irrelevant in the subject deed.

³³ Id. at 391.

³⁴ Id. at 21.

³⁵ Id.

In any case, respondent must face the music in view of his questionable actions regarding the registration and release of the subject title through the falsified deed.

That the transaction is private in nature, not in relation to the practice of law, is not an excuse; proper penalties

Respondent violated the lawyer's oath and Rule 1.01 and 10.01 of the CPR when he participated and benefited from the falsified deed. Even though he acted in his personal capacity in the improper sale and registration of the subject, he is not excused from liability.

A lawyer may be disciplined for acts committed even in his private capacity for acts which tend to bring reproach on the legal profession or to injure it in the favorable opinion of the public. There is no distinction as to whether the transgression is committed in a lawyer's private life or in his professional capacity, for a lawyer may not divide his personality as an attorney at one time and a mere citizen at another.³⁶

Jurisprudence provides different ranges of penalties in cases where the lawyer participates in the execution of a falsified deed involving a dead party. In *Magaway v. Avecilla*,³⁷ the erring lawyer notarized a deed of sale even though the party was already dead for 27 years and he was suspended from the practice of law for one year. In *Serzo v. Flores*,³⁸ the erring lawyer notarized a deed of absolute sale when one of the parties had long been dead and he was suspended from the practice of law for two years.

On the other hand, in *Sicat v. Ariola, Jr.*,³⁹ the Court imposed the ultimate penalty of disbarment against a lawyer who falsified a special power of attorney, which led to the wrongful encashment of a check worth ₱3,700,000.00 to the prejudice of the government. In *Velasco v. Doroin*,⁴⁰ two erring lawyers forged a deed of sale and they forced complainant to sign the deed of extrajudicial settlement to deprive her of her share. One of the lawyers was suspended indefinitely; while the other was disbarred for absconding the criminal case against him.

³⁶ *In Re: Ildefonso Suerte*, A.C. No. 9871, June 29, 2016.

³⁷ A.C. No. 7072, July 27, 2016.

³⁸ 479 Phil. 316 (2004).

³⁹ 496 Phil. 7 (2005).

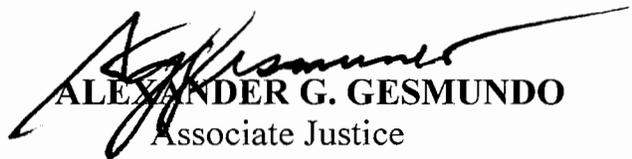
⁴⁰ 582 Phil. 1 (2008).

In this case, respondent participated in the registration and release of subject title in his favor with the use of the falsified deed of sale. Pedro has long been dead when the subject deed was executed. Respondent did not do anything to verify the validity of the subject deed and its registration in spite of the numerous badges of fraud. He is presumed the author as he was the only beneficiary thereof. Because of his actions, the complainants were deprived with their share as compulsory heirs. Accordingly, the Court agrees with the recommendation of the IBP-CBD and the resolution of the IBP Board that respondent should be meted with the penalty of suspension from the practice of law for two years.

WHEREFORE, Atty. Rolando T. Ruiz is found guilty of violating the Lawyer's Oath, Rule 1.01 and Rule 10.01 of the Code of Professional Responsibility. The Court hereby **SUSPENDS** him from the practice of law for two (2) years effective immediately, with a **STERN WARNING** that the repetition of a similar violation will be dealt with even more severely. 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.

Let a copy of this Decision be furnished to the Office of the Bar Confidant to be entered into respondent Atty. Rolando T. Ruiz's records. Copies shall likewise be furnished to the Integrated Bar of the Philippines and the Office of the Court Administrator for circulation to all courts concerned.

SO ORDERED.


ALEXANDER G. GESMUNDO
Associate Justice

WE CONCUR:



MARIA LOURDES P. A. SERENO
Chief Justice



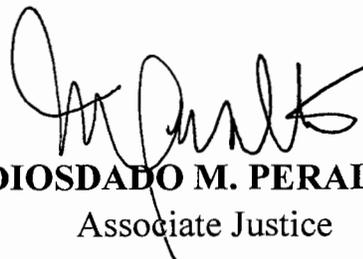
ANTONIO T. CARPIO
Associate Justice

(On Official Leave)

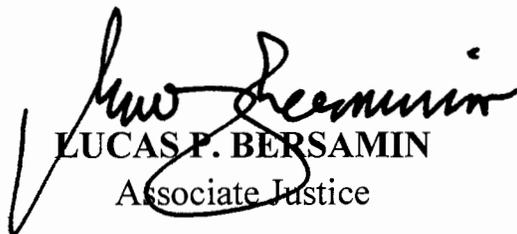
PRESBITERO J. VELASCO, JR.
Associate Justice

(On Official Leave)

TERESITA J. LEONARDO-DE CASTRO
Associate Justice



DIOSDADO M. PERALTA
Associate Justice



LUCAS P. BERSAMIN
Associate Justice

(On Official Leave)

MARIANO C. DEL CASTILLO
Associate Justice

(On Official Leave)

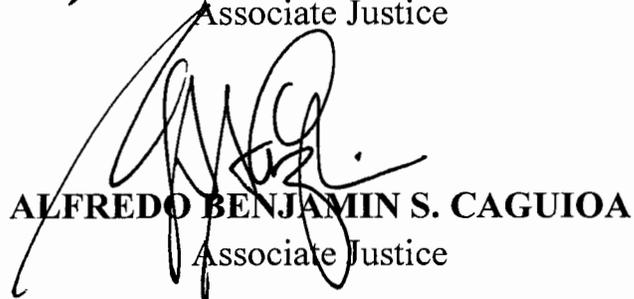
ESTELA M. PERLAS-BERNABE
Associate Justice



MARVIC M.V.F. LEONEN
Associate Justice

(On Leave)

FRANCIS H. JARDELEZA
Associate Justice



ALFREDO BENJAMIN S. CAGUIOA
Associate Justice



SAMUEL R. MARTIRES
Associate Justice

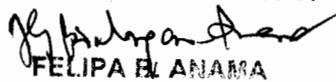


NOEL GIMENEZ TIJAM
Associate Justice



ANDRES B. REYES, JR.
Associate Justice

CERTIFIED XEROX COPY:



FELIPA EL ANAMA
CLERK OF COURT, EN BANC
SUPREME COURT

