

**\*\*Title:\*\***

Espinosa and Glindo vs. Atty. Omaña

**\*\*Facts:\*\***

On November 17, 1997, Rodolfo Espinosa and his wife Elena Marantal sought legal counsel from Atty. Julieta Omaña regarding the legality of living separately from each other and dissolving their marriage, which was solemnized on July 23, 1983. Omaña prepared a document entitled “Kasunduan Ng Paghihiwalay” (Separation Agreement), which detailed their agreement to separate and the custody arrangements for their children, as well as the division of their property and support obligations.

Espinosa and Marantal, believing in the validity of the document, began to implement its terms. Subsequently, Marantal took custody of all their children and most of their shared properties. Realizing the invalidity of the agreement through his colleague Glindo, Espinosa, along with Glindo, filed a complaint against Omaña for malpractice and gross misconduct before the Integrated Bar of the Philippines Commission on Bar Discipline (IBP-CBD).

Omaña claimed that Espinosa had requested her to notarize the document, but she refused due to its illegality. She alleged that the document was notarized by her part-time office staff without her consent. To support her defense, Omaña presented an affidavit from Marantal and a letter of apology from her staff Arlene Dela Peña, admitting to notarizing the document without Omaña’s knowledge.

Espinosa later submitted a supplementary statement, asserting that Omaña visited his residence with a female who notarized the document, further complicating the defense presented by Omaña.

The IBP-CBD found Omaña guilty of violating Rule 1.01, Canon 1 of the Code of Professional Responsibility, recommending a one-year suspension from the practice of law and a two-year suspension from notarial practice. The IBP Board of Governors adopted these recommendations, which were later upheld despite Omaña’s motion for reconsideration.

**\*\*Issues:\*\***

1. Whether Atty. Julieta A. Omaña violated the Code of Professional Responsibility in notarizing the “Kasunduan Ng Paghihiwalay.”
2. Whether Omaña should be held accountable for the notarization conducted, allegedly, by her part-time staff or maid.

**\*\*Court's Decision:\*\***

The Supreme Court upheld the findings and the recommendations of the IBP-CBD, stating that:

1. Omaña violated Rule 1.01, Canon 1 of the Code of Professional Responsibility by preparing and notarizing a document that extrajudicially dissolved a marriage, which is void under Philippine law. The Court emphasized that such actions undermine public policy protecting marital and familial relations.
2. Even if the notarization was conducted by Omaña's staff, the responsibility rests with her to ensure compliance with notarial rules, and her negligence is apparent.

**\*\*Doctrine:\*\***

The case reiterates the principle that the extrajudicial dissolution of a conjugal partnership without judicial approval is void. A notary public must not facilitate the disintegration of marriage and family by aiding in the preparation and notarization of such documents, as it violates public policy and ethical standards as outlined in the Code of Professional Responsibility, particularly Rule 1.01, Canon 1.

**\*\*Class Notes:\*\***

- **\*\*Code of Professional Responsibility:\*\*** The rule violated was Rule 1.01, Canon 1, which prohibits lawyers from engaging in unlawful, dishonest, immoral, or deceitful conduct.
- **\*\*Notarial Law:\*\*** Notaries are personally responsible for the entries in their notarial register and cannot delegate this duty.
- **\*\*Family Law:\*\*** Extrajudicial agreements dissolving marriage without judicial approval are void under Philippine law.
- **\*\*Public Policy:\*\*** Actions facilitating the separation of spouses and the dissolution of marriages without court intervention undermine the public policy favoring marital cohesion and family unity.

**\*\*Historical Background:\*\***

This case reflects jurisprudence discouraging and penalizing extrajudicial measures to dissolve marriages without the benefit of judicial processes, highlighting the stringent measures in place to protect the sanctity of marriage and family in the Philippines. The decision aligns with precedents emphasizing that any agreement attempting to end a marriage or separate property outside legal channels is invalid and counters public policy.