

**AVELINO O. ANGELES, LAURO O. ANGELES, MARIA O. ANGELES,
ROSALINA O. ANGELES, AND CONNIE M. ANGELES, COMPLAINANTS,
VS. ATTY. AMADO O. IBAÑEZ, RESPONDENT.**

A.C. No. 7860. January 15, 2009

Ponente: CARPIO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/a-c-no-7860/>

CARPIO, J.:

The Case

This is a complaint filed by Avelino O. Angeles, Maria O. Angeles, Lauro O. Angeles, Rosalina O. Angeles, and Connie M. Angeles in representation of the deceased Loreto Angeles (collectively, complainants) against Atty. Amado O. Ibañez (respondent) for disbarment for notarizing the "Extrajudicial Partition with Absolute Sale" without a notarial commission and in the absence of the affiants.

The Facts

The facts of CBD Case No. 06-1830, as stated in the Report and Recommendation of the Commission on Bar Discipline of the Integrated Bar of the Philippines (IBP), read as follows:

II. Statement of the Complaint

Complainants ... are residents of Highway, Sapang I, Ternate, Cavite.

Respondent Atty. Amado Ibañez is a practicing lawyer who holds office at 2101 Carolina (now Madre Ignacia) St., Malate, Manila.

The lengthy and confusing narrative of what appears to be a bitter land dispute notwithstanding, it can be gleaned from the Complaint and Position Paper, and the personal clarification by the complainants themselves after questioning by the undersigned during the Mandatory Conference, that the present administrative case is limited to an "Extrajudicial Partition with Absolute Sale" which respondent Atty. Amado Ibañez allegedly notarized in the City of Manila on 18 February 1979, and entered in his Notarial Book as Doc. No. 735, p. 157 and Book No. II, Series of 1979.

The complainants denied that they executed the said document or that they ever appeared before respondent Atty. Ibañez for this purpose. They alleged that respondent Atty. Ibañez did not even have the authority to notarize the "Extrajudicial Partition with Absolute Sale" as he did not have a commission as a notary public at that time.

The complainants alleged that the respondent and his relatives are presently using the said document in judicial proceedings pending before the Regional Trial Court of Naic, Cavite to their damage and prejudice.

The complainants contend that respondent Atty. Ibañez's act of notarizing the "Extrajudicial Partition with Absolute Sale" without requiring the presence of the parties thereto, and despite his alleged lack of a notarial commission, constitutes professional misconduct for which reason he should be disbarred.

In support of their allegations, the complainants attached to their Complaint and Position Paper the following documents:

- Tax Declaration Nos. 20-004-00052, 1356, 1809 in the name of Barselisa Angeles, and Tax Declarations 198, 283, 403 and 1544, in the name of Juan Angeles.
- Certification dated 24 March 2006 issued by the Office of the Clerk of Court of the Regional Trial Court of Manila stating that the Master List of Notaries Public shows that Atty. Amado O. Ibañez was not appointed as such for and in the City of Manila for the year 1976-1977.
- Certification dated 28 April 2006 issued by the National Archives stating that there is no notarial record on file with the said office of Amado Ibañez, a notary public for and within the City of Manila, and it has no copy on file of an affidavit allegedly executed by Gabriel, Estebana, Eutiquio, Gloria, Leocadio, Jovita, Samonte, and Renato, all surnamed Angeles, ratified sometime in 1977 by the said notary public and acknowledged as Doc. No. 202, Page No. 42, Book No. 1, Series of 1977.
- Certification dated 11 April 2006 issued by the National Archives stating that there is no notarial record on file with the said office of Amado Ibañez, a notary public for and within the City of Manila, and it has no copy on file of a partition w/renunciation [sic] and affidavit allegedly executed by and among Gabriela, Estebana, Eutiquio, Gloria, Leocadio, Jovita, Samonte and Renato, all surnamed Angeles, ratified sometime in 1977 by the said notary public and acknowledged as Doc. No. 201, Page No. 41, Series of 1977.
- Two (2) versions of a "Partihang Labas sa Hukuman at Ganap na Bilihan" dated 28 March 1978, executed by and between Gloria Angeles, Leocadio Angeles and Gabriela, Estebana, Eutiquio, Jovita, Samonte and Renato, all surnamed Torres.
- Flow chart showing the history of Tax Declaration No. 403, from 1948 to 1974.
- Application for Free Patent over Cadastral Lot No. 460-C of the Ternate Cadastral Sketching (CADS-617-D), SWO-04-000598 and Cadastral Lot No. 460-B, executed by Atty. Amado O. Ibañez.
- Certification dated 24 March 2006 issued by the Office of the Clerk of Court of the Regional Trial Court of Manila stating that the Master List of Notaries Public shows that Atty. Amado O. Ibañez was not appointed as such for and in the year 1978-1979.
- "Extrajudicial Partition with Absolute Sale" (with various marginal notes made by the complainants) notarized by Atty. Amado Ibañez in the City of Manila on 18 February 1979, and entered in his Notarial Book as Doc. No. 735, p. 147 and Book No. II, Series of 1979.
- Real Estate Mortgage executed by Flora Olano in favor of the Rural Bank of Naic, Inc., in the amount of Php350.00, covering property located in Zapang, Ternate, Cavite and described in Tax Declaration No. 1657-1658.
- Certification dated 12 January 2007 issued by the Office of the Clerk of Court of the Regional Trial Court of Trece Martires City stating that Atty. Amado O. Ibañez was not duly commissioned as a notaryt [sic] public for and within the Province of Cavite in the year 1979, and that it has no copy in its records of an "Extrajudicial Partition with Absolute Sale" allegedly notarized by Atty. Amado Ibañez on 18 February 1979 and entered in his Notarial Book as Doc. No. 735, p. 147 and Book No. II. Series of 1979.

III. Respondents' Position/Defense

In his Motion to Dismiss and Position Paper, respondent Atty. Ibañez contended that the complainants are guilty of forum-shopping inasmuch as they had previously filed the same complaint, docketed as Administrative Case No. 3581, which was eventually dismissed by then IBP CBD Comm. Victor Fernandez.

The respondent admitted that he notarized the "Extrajudicial Partition with Absolute Sale" but clarified that he did so as Notary Public of the Province of Cavite, with a notarial commission issued by the Regional Trial Court of Cavite, Branch 1, Trece Martires City. He explained that the designation of "Manila" as the place of execution of the said document was a mistake of his former legal secretary, who failed to correct the same through oversight.

Respondent Atty. Ibañez alleged that he notarized the "Extrajudicial Partition with Absolute Sale" in his capacity as the official Notary Public of Puerto Azul, and the same was actually prepared and typewritten by complainant Rosalina Angeles for a consideration of Php20,000.00 as evidenced by a photocopy of Commercial Bank & Trust Co. Cashier's Check dated 31 January 1979 on file with the Puerto Azul office, as well as an "Exclusive Authority" attached to the said document. The respondent also alleged that complainant Rosalina Angeles was at that time employed as a typist at Puerto Azul and that she enjoyed the trust and confidence of the Puerto Azul management.

The respondent stated that the land subject of the sale was surveyed for Mrs. Trinidad Diaz-Enriquez by the late Angel Salvacion, the official surveyor of Puerto Azul, and was submitted to the Bureau of Lands for verification and approval and was approved on 14 February 1985 as CCN No. 04-000038-D. Respondent Atty. Ibañez alleged that the property is presently in the actual possession of Puerto Azul, with former Sapang I Bgy. Captain Johnny Andra as tenant.

The respondent alleged that Puerto Azul's ownership of the property is anchored on the "Extrajudicial Partition with Absolute Sale," which is in turn the subject of a case, CA GR SP No. 2006-1668, which is presently pending in the Court of Appeals.

Respondent Atty. Ibañez alleged that a defect in the notarization of a document of sale does not invalidate the transaction, and he stated that his failure to require the presence of the parties to the "Extrajudicial Partition with Absolute Sale" is wholly justified because of the assurance of complainant Rosalina Angeles that the signatures appearing in the said document were indeed those of her co-heirs. The respondent also alleged that almost all the complainants submitted their residence certificates, the numbers of which were recorded in the acknowledgement portion of the document.

The respondent denied that he had committed any crime when he notarized the "Extrajudicial Partition with Absolute Sale" because the offenses in the Revised Penal Code are "mala in se" where the intention to commit the crime is required, which is lacking in his case. The respondent added that there is regularity in the performance of his duty as the official notary public of Puerto Azul.

The respondent pointed out that nearly twenty eight (28) years have lapsed without anyone questioning not only the sale of the said property, but Puerto Azul's long possession of the same as well. He alleged that the complainants are now denying the sale because they want to make it appear that they have land within or adjoining a quarry site which they have invaded and taken over. He reiterated that the defect in his notarization of the sale document notwithstanding, the sale remains valid.

By way of his defense, respondent Atty. Ibañez submitted the following documents:

- Photocopy of a Supreme Court Resolution dated 31 July 2000 denying the complainants' motion for reconsideration in Administrative Case No. 3581, entitled "Rosalina Angeles, et al. vs. Atty. Amado Ibañez"
- Photocopy of IBP Board of Governors Resolution dated 27 June 1999, adopting and approving the Report and Recommendation of Comm. Victor Fernandez dismissing Administrative Case No. 3581, entitled "Rosalina Angeles, et al. vs. Atty. Amado Ibañez"
- Photocopy of a Counter-Affidavit filed by Atty. Amado Ibañez in OMB-1-C 06-0368-C/OMB-L C 06-0272-C, entitled "Mario O. Angeles vs. Sony Peji, et al.,"

- "Extrajudicial Partition with Absolute Sale" notarized by Atty. Amado Ibañez in the City of Manila on 18 February 1979, and entered in his Notarial Book as Doc. No. 735, p. 147 and Book No. II, Series of 1979, with attached "Exclusive Authority" executed by Maria Angeles, Flora Angeles, Lauro Angeles and Avelino Angeles in favor of Rosalina Angeles.[1]

The IBP's Report and Recommendation

In a Report[2] dated 21 January 2008, IBP Commissioner for Bar Discipline Rico A. Limpingo (Commissioner Limpingo) found that respondent notarized the "Extrajudicial Partition with Absolute Sale" in the absence of affiants and without a notarial commission. Thus:

As stated earlier, the present administrative complaint may seem at first to be one for falsification, land grabbing, etc., but a closer examination of the complainants' allegations coupled with their own verbal confirmation during the Mandatory Conference, shows that the complainants are actually accusing respondent Atty. Amado Ibañez of notarizing an "Extrajudicial Partition with Absolute Sale" in the City of Manila on 18 February 1979 (entered in his Notarial Book as Doc. No. 735, p. 147 and Book No. II, Series of 1979) without requiring the presence of the parties thereto, and further, for notarizing the said document even if he did not have a notarial commission at that time.

The respondent contends that the complainants have previously filed the same administrative complaint against him, docketed as Administrative Case No. 3581, and that the same was eventually dismissed by the Supreme Court. He alleged that as in this prior complaint, the present case must likewise be dismissed for forum shopping.

It appears, however, that Administrative Case No. 3581 is entirely different and distinct from the present complaint. A reading of the photocopy of IBP Board of Governors Resolution dated 27 June 1999, adopting and approving the attached Report and Recommendation of Comm. Victor Fernandez dismissing Administrative Case No. 3581, entitled "Rosalina Angeles, et al. vs. Atty. Amado Ibañez" (as attached by the respondent himself in his Motion to Dismiss) shows that this earlier complaint pertains to herein respondent's alleged "land-grabbing" of two (2) parcels of land in Bgy. Zapang, Ternate, Cavite. As stated in the report authored by then Commissioner Victor Fernandez, the earlier administrative case relates to the sale of the said property to the Sps. Danilo Andra and Angela Olano, and its subsequent sale to the respondent, Atty. Amado Ibañez, who for his part later applied for, and was granted, free patent titles over the same. Branding the transaction as land-grabbing, the complainants filed an action in court to recover possession and annul the titles but the case was eventually dismissed by the Supreme Court for lack of merit. The complainants then filed the same complaint with the Office of the Ombudsman, the Dept. of Justice, the Bureau of Internal Revenue and the Supreme Court, which eventually referred the matter to the IBP. In his report, then-Commissioner Victor Fernandez declared that the complainants were engaged in forum-shopping, reasoning that unsuccessful in their effort to obtain the result they desire from the courts, they would attempt to refile their dismissed action under the guise of an administrative case.

The present administrative complaint may be in one way or another related to the alleged land-grabbing which was the subject of Administrative Case No. 3581, but it pertains to an altogether different matter. In the present complaint, respondent Atty. Ibañez is not being accused of land-grabbing or falsification, but rather, for misconduct in notarizing a document.

We would point out that respondent Atty. Amado Ibañez admitted that he did not require the presence of the parties to the document because he was assured as to the authenticity of their signatures. We would also stress that the respondent never denied that he notarized the "Extrajudicial Partition with Absolute Sale," but claimed that he did so not in Manila as stated in document, but in Cavite where he claimed to be a commissioned notary public; he attributed the mistake to his legal secretary, and he insisted that the sale remained valid despite the defects in notarization.

That is not the point, however. The validity of the transaction covered by the "Extrajudicial Partition with Absolute Sale" is not at issue in this administrative case for that is a matter for the courts to adjudicate, if they have not already done so.

As it is, no less than the respondent himself categorically admitted that he notarized the "Extrajudicial Partition with Absolute Sale" in the absence of the parties thereto. To make matters worse, the certifications submitted by the complainants clearly indicate that respondent Atty. Amado Ibañez did not have any notarial commission whether for Manila or Cavite, in 18 February 1979 when he notarized the subject document. The respondent, for his part, has been completely unable to proffer any kind of proof of his claim that he had a commission as a notary public for and in the Province of Cavite in 1979, or of his submission of notarial reports and notarial register during the said period.

x x x

While the case of respondent Atty. Amado Ibañez is not perfectly identical to the facts and circumstances obtaining in these cases, his act of notarizing a document without the necessary commission is nonetheless clear and undeniable. Guided by the foregoing rulings of the Supreme Court vis-a-vis the facts in the present complaint, it is therefore respectfully recommended that respondent Atty. Amado Ibañez:

- Be barred from being commissioned as a notary public for a period of two (2) years, and in the event that he is presently commissioned as a notary public, that his commission be immediately revoked and suspended for such period; and
- Be suspended from the practice of law for a period of one (1) year.

Respectfully submitted.[3] (Emphasis added)

In a Resolution[4] dated 6 February 2008, the IBP Board of Governors adopted and approved the Report and Recommendation of Commissioner Limpingco. The Office of the Bar Confidant received the notice of the Resolution and the records of the case on 10 April 2008.

Respondent filed a supplemental position paper on 28 May 2008 before the IBP Board of Governors. In a Resolution dated 29 May 2008, the IBP Board of Governors referred respondent's submission to the Office of the Bar Confidant. Respondent attached photocopies of the following: respondent's Petition for Commission as Notary Public for and within the Province of Cavite filed before the said Court on 16 February 1978; respondent's commission as Notary Public for the province of Cavite for the term 1978 until 1979 issued by Executive Judge Pablo D. Suarez on 21 February 1978; and respondent's oath of office as notary public dated 21 February 1978.

The Ruling of the Court

We sustain the findings of the IBP and adopt its recommendations with modification. Respondent violated his oath as a lawyer and the Code of Professional Responsibility when he notarized the "Extrajudicial Partition with Absolute Sale" in the absence of the affiants.

Respondent Notarized the "Extrajudicial Partition with Absolute Sale"
in the Absence of the Affiants

Respondent himself admits that he merely relied on the representation of Rosalina Angeles that the signatures appearing on the "Extrajudicial Partition with Absolute Sale" subject of the present complaint are those of her co-heirs.[5] Respondent claims that he reposed confidence upon Rosalina Angeles because she is his confidential secretary. Unfortunately for respondent, he cannot exculpate himself from the consequences of his recklessness and his failure to comply with the requirements of the law by relying on his confidential secretary.

Time and again, we have reminded lawyers commissioned as notaries public that the affiants must personally appear before them. Section 1 of Public Act No. 2103, or the Notarial Law, provides:

Sec. 1. (a) The acknowledgement shall be before a notary public or an officer duly authorized by law of the country to take acknowledgements of instruments or documents in the place where the act is done. The notary public or the officer taking the acknowledgement shall certify that the person acknowledging the instrument or document is known to him and that he is the same person who executed it, acknowledged that the same is his free act and deed. The certificate shall be made under the official seal, if he is required by law to keep a seal, and if not, his certificate shall so state.

Section 2(b) of Rule IV of the Rules on Notarial Practice of 2004 reads:

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 competent evidence of identity as defined by these Rules.

The physical presence of the affiants enables the notary public to verify the genuineness of the signatures of the acknowledging parties and to ascertain that the document is the parties' free act and deed.[6]

Notarization of a private document converts such document into a public one, and renders it admissible in court without further proof of its authenticity. Courts, administrative agencies and the public at large must be able to rely upon the acknowledgment executed by a notary public and appended to a private instrument. Notarization is not an empty routine; to the contrary, it engages public interest in a substantial degree and the protection of that interest requires preventing those who are not qualified or authorized to act as notaries public from imposing upon the public and the courts and administrative offices generally.[7]

Under the facts and circumstances of the case, respondent's notarial commission should not only be suspended but respondent must also be suspended from the practice of law.

WHEREFORE, the Court finds respondent Atty. Amado O. Ibañez GUILTY of notarizing the "Extrajudicial Partition with Absolute Sale" in the absence of the affiants. Accordingly, the Court SUSPENDS him from the practice of law for one year, REVOKES his incumbent notarial commission, if any, and PROHIBITS him from being commissioned as a notary public for one year, effective immediately, with a stern warning that a repetition of the same or similar offense shall be dealt with more severely.

Let copies of this Decision be furnished to the Office of the Bar Confidant, to be appended to respondent's personal record as attorney. 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.

Puno, C.J., (Chairperson), Corona, Azcuna, and Leonardo-De Castro, JJ., concur.

[1] Rollo, pp. 181-186.

[2] Id. at 181-190.

[3] Id. at 186-190.

[4] Id. at 180.

[5] Id. at 211.

[6] *Bernardo v. Atty. Ramos*, 433 Phil. 8, 16 (2002).

[7] *Joson v. Baltazar*, A.C. No. 575, 14 February 1991, 194 SCRA 114, 119.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.