

MARCELO E. GRAVELA, COMPLAINANT, VS. JUDGE OSMUNDO M. VILLANUEVA, MCTC-ESPERANZA, SULTAN KUDARAT, RESPONDENT.*A.M. No. 02-1414-MTJ (Formerly OCA-IPI No. 99-817-MTJ). January 28, 2003*

Ponente: QUISUMBING, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/a-m-no-02-1414/>**QUISUMBING, J.:**

Before us is the complaint-affidavit[1] dated July 12, 1999, filed by Marcelo Gravela, charging respondent Judge Osmundo M. Villanueva, Presiding Judge of the Municipal Circuit Trial Court (MCTC) of Esperanza, Sultan Kudarat, with falsification and neglect of duty.

In his affidavit, complainant alleged that he is the registered owner of a parcel of land covered by OCT No. V-19344, situated at Marquez, Esperanza, Sultan Kudarat, as evidenced by a Deed of Sale executed on September 21, 1991 by the Philippine National Bank in his favor, for a consideration of P13,500.00 and ratified on March 12, 1997 before Notary Public Henry G. Sambrano.[2]

Thereafter, complainant allegedly entered into an agreement with one Andrew Manganaan whom he authorized to secure a loan with any financial institution using the aforesaid land title as collateral. However, he was surprised to learn that on March 3, 1997, a Deed of Sale was executed covering the said parcel of land and the same Deed was notarized by the respondent. Allegedly, complainant was misrepresented by another person who pretended to be him and forged his signature.[3] He claims that respondent judge did not observe due diligence in the performance of his official functions as a judge and notary public ex-officio when he failed to ascertain the identity of the person appearing before him for the execution of the document.[4]

In his counter-affidavit,[5] respondent judge narrates that on March 3, 1997, several persons went to his office and requested him to prepare and notarize a Deed of Sale involving a parcel of land. He made the necessary inquiries about their personal circumstances and other matters related to the Deed of Sale. He then instructed his clerk to prepare the instrument and when this was done, he explained to the parties the nature and the consequence of their written acts in the dialects they were conversant with. He claims that since he did not personally know the vendor, he asked the vendor to produce any authentic document, i.e. residence certificate, the number of which appeared on the Deed of Sale, for identification purposes. He further states that it was only after satisfying himself that the persons before him were indeed the parties to the Deed of Sale, that he affixed his signature on the Deed.

Complainant originally filed the charges before the Office of the Ombudsman in Mindanao. In a resolution[6] dated January 27, 2000, the Deputy Ombudsman for Mindanao ruled that there is no probable cause to hold respondent liable for falsification in OMB-MIN-99-0575. He ratiocinated that at the time of the preparation and notarization of the questioned document, respondent judge was convinced that the person who appeared before him and subscribed to the document as the vendor was indeed Marcelo Gravela, the owner of the property being sold. He further noted that respondent judge asked the persons appearing before him to produce their residence certificates to satisfy himself that the persons before him were indeed the parties to the Deed of Sale. Only then did he affix his signature to the aforesaid document. Based on the foregoing, the Ombudsman dismissed the

complaint.[7]

With regard to the accusation for neglect of duty in OMB-MIN-ADM-99-337, the Graft Investigation Officer of the Office of the Ombudsman for Mindanao, in an order[8] dated August 31, 1999, forwarded the administrative complaint to the Office of the Court Administrator (OCA) for proper action and disposition considering that the Supreme Court exercises administrative supervision over court employees. On November 24, 1999, the Court Administrator required respondent to file his comment to the complaint-affidavit.[9]

Attached to respondent's comment was the affidavit[10] of one Yanena D. Portillano, Clerk of Court of the 4th Municipal Circuit Trial Court of Bagumbayan. She declared that she prepares and types instruments or documents to be notarized by respondent judge as ex-officio notary public. She said she prepared the Deed of Sale in question. She attested that respondent judge indeed took pains in ascertaining the identity of the parties to the Deed of Sale and made sure that the individuals appearing before him were the same as those stated in the Deed.

Upon evaluation, the OCA opined that although respondent was not liable for neglect of duty, having found that he exercised the necessary diligence expected of a notary public by asking for the parties' residence certificates, he has nonetheless violated Supreme Court Circular No. 1-90, which sets forth the scope of the power of Municipal Trial Court Judges and Municipal Circuit Trial Court Judges to act as notaries public ex officio.

The OCA recommended that respondent judge be fined in the amount of P2,000.00 with a corresponding warning that repetition of the same or similar offense shall be dealt with more severely.

There is no denying that respondent judge indeed notarized the document in question. Pursuant to SC Circular No. 1-90, MTC and MCTC Judges are authorized to perform the functions of notaries public ex officio. But the Court lays down the following qualifications on the scope of this authority:

MTC and MCTC judges may act as notaries public ex officio in the notarization of documents connected only with the exercise of their official functions and duties [Borne v. Mayo, Adm. Matter No. 1765-CFI, October 17, 1980, 100 SCRA 314; Penera v. Dalocanog, Adm. Matter No. 2113-MJ, April 22, 1981, 104 SCRA 193.] They may not, as notaries public ex officio, undertake the preparation and acknowledgment of private documents, contracts and other acts of conveyances which bear no direct relation to the performance of their functions as judges. xxx

However, the Court, taking judicial notice of the fact that there are still municipalities which have neither lawyers nor notaries public, rules that MTC and MCTC judges assigned to municipalities or circuits with no lawyers or notaries public may, in the capacity as notaries public ex officio, perform any act within the competency of a regular notary public, provided that: (1) all notarial fees charged be for the account of the Government and turned over to the municipal treasurer (Lapena, Jr. vs. Marcos, Adm. Matter No. 1969-MJ, June 29, 1982, 114 SCRA 572); and, (2) certification be made in the notarized documents attesting to the lack of any lawyer or notary public in such municipality or circuit.[11]

MTC and MCTC Judges may act as notaries public ex-officio even in municipalities where there are other lawyers or notaries, provided that the documents so notarized are connected with their official functions and duties. In municipalities where there are no other lawyers or notaries, they may participate in the preparation and acknowledgment of private documents, contracts and other acts of conveyances, which bear no direct relation to the performance of their functions as judges, provided that the following requirements are met: (1) all notarial fees charged be for the account of the Government and turned over to the municipal treasurer; and, (2) a certification be made in the notarized documents attesting to the lack of any lawyer or notary public in such municipality or circuit.

Both the Deputy Ombudsman and the OCA find that respondent judge in this case was not negligent in

administering the oath, considering that he first ascertained the identities of the parties to the Deed. However, we must inquire whether he complied with the two-fold requirement of SC Circular No. 1-90. In his comment,[12] he avers that there are no lawyers holding office or residing within his territorial jurisdiction. But no certification attesting to the lack of any lawyer or notary public was made in the documents he notarized. Hence, respondent failed to satisfy a requisite imposed by Circular No. 1-90.[13] Additionally, he also failed to indicate that the notarial fees he received for that transaction and had received for the other oaths he has administered had been turned over to the Municipal Treasurer of Esperanza, Sultan Kudarat.

While we believe that respondent judge truly acted in good faith when he notarized the subject Deed of Sale and that he had no financial interest in the said transaction, we are nevertheless constrained to impose upon him the appropriate sanction for failing to strictly observe the requirements of SC Circular No. 1-90. In this regard, to be aware of this Circular as well as observe what it requires is incumbent upon him. His failure to do so shows his lack of diligence in fulfilling his duty and keeping abreast with developments in law and jurisprudence. This much, we must stress, is expected of a judge, considering that the study of law and procedure is a continuous process.

Finally, it must also be emphasized that a judge must conduct himself in a manner that is beyond reproach and suspicion.[14] Any hint of impropriety must be avoided at all cost. Judges are enjoined by the Code of Judicial Conduct to regulate their extra-judicial activities in order to minimize the risk of conflict with their judicial duties.[15]

WHEREFORE, respondent Presiding Judge OSMUNDO M. VILLANUEVA of the 4th Municipal Circuit Trial Court of Bagumbayan-Esperanza, Sultan Kudarat, is found **LIABLE** for failing and neglecting to comply with the requirements set by this Court for the proper notarization of a private document. As recommended by the OCA, he is hereby ordered to pay a FINE of P2,000.00, with a warning that a repetition of the same or similar offense shall be dealt with more severely. He is also ordered to turn over soonest to the Municipal Treasurer of Esperanza, Sultan Kudarat, whatever fees he received in connection with the aforecited notarial activity.

SO ORDERED.

Bellosillo, (Chairman), Mendoza, Austria-Martinez, and Callejo, Sr., JJ., concur.

[1] Rollo, pp. 4-5; designated as affidavit-complaint.

[2] Id. at 2.

[3] Ibid.

[4] Id. at 4.

[5] Id. at 21-23.

[6] Id. at 12-15.

[7] Id. at 13-14.

[8] Id. at 2-3.

[9] Id. at 6.

[10] Id. at 24.

[11] Circular No. 1-90 which was issued on February 26, 1990.

[12] Rollo, p. 8.

[13] See *Villareal v. Diongzon*, 345 SCRA 321, 332 (2000).

[14] *Benjamin, Sr. v. Alaba*, 261 SCRA 429, 434 (1996).

[15] *Doughlas v. Lopez, Jr.*, 325 SCRA 129, 136 (2000).

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.