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Republic of the Philippines  
Supreme Court  
Manila

FIRST DIVISION

ORLANDO S. CASTELO, ELENA  
C. CAMA, OSWALDO CASTELO,  
JOCELYN LLANILLO, AND  
BENJAMIN CASTELO,  
Complainants,

A.C. No. 11165

Present:

SERENO, C.J., Chairperson,  
LEONARDO-DE CASTRO,  
DEL CASTILLO,  
PERLAS-BERNABE, and  
CAGUIOA, JJ.

- versus -

ATTY. RONALD SEGUNDINO C.  
CHING,  
Respondent.

Promulgated:

FEB 06 2017

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DECISION

CAGUIOA, J.:

A notarized document is entitled to full faith and credit upon its face. Thus, a notary public should observe utmost care in performing his duties to preserve public confidence in the integrity of notarized documents.<sup>1</sup>

The salient facts, as borne by the records, are:

Sometime in late 2013, Complainants Orlando S. Castelo, Elena C. Cama, Oswaldo Castelo, Jocelyn Llanillo, and Benjamin Castelo (Castelo heirs) received summons from the Metropolitan Trial Court, Branch 22, Manila (MeTC) for an ejectment case<sup>2</sup> filed against them by Leonida Delen and Spouses Nestor Delen and Julibel Delen (the Delens), who alleged that they were the owners of the house and lot located at 2511 A. Sulu Street, Sta. Cruz, Manila (subject property). The subject property was then the residence of the Castelo heirs,<sup>3</sup> and was covered by Transfer Certificate of Title (TCT) No. 291223 of the Registry of Deeds for the City of Manila (RD) in the name of the Delens.<sup>4</sup>

<sup>1</sup> *Bartolome v. Basilio*, A.C. No. 10783, October 14, 2015, 772 SCRA 213, 223-224.  
<sup>2</sup> The Castelo heirs did not indicate the case number, nor the status of the case.  
<sup>3</sup> *Rollo*, p. 2.  
<sup>4</sup> Id. at 3, 6-9. It was stated in the TCT that it was issued in the name of "1) LEONIDA DELEN, widow; and SPOUSES NESTOR DELEN and JULIBEL DELEN".

Upon verifying the authenticity of TCT No. 291223 with the RD, the Castelo heirs discovered that the previous title covering the subject property, TCT No. 240995, which was in the name of the Castelo heirs' parents, Spouses Benjamin Castelo and Perzidia<sup>5</sup> S. Castelo (Spouses Castelo), had been cancelled<sup>6</sup> by virtue of a Deed of Absolute Sale dated March 24, 2010 (Deed).<sup>7</sup> The Deed was purportedly executed by the Spouses Castelo and the Delens, and was notarized by Respondent Atty. Ronald Segundino C. Ching (Atty. Ching), despite the fact that Perzidia S. Castelo died on May 4, 2009,<sup>8</sup> as shown in her Death Certificate.<sup>9</sup> The Castelo heirs also learned that the acknowledgment page of the Deed showed that only community tax certificates had been presented to Atty. Ching, and not valid government-issued identification cards as required by the 2004 Rules on Notarial Practice.<sup>10</sup>

With this discovery, the Castelo heirs filed on June 2, 2014 with the Integrated Bar of the Philippines (IBP) this administrative case against Atty. Ching based on the latter's gross negligence in notarizing the Deed.<sup>11</sup>

Atty. Ching, for his part, denied having notarized the Deed. He countered that he did not know the Spouses Castelo and the Delens, and that the Deed presented by the Castelo heirs had been falsified. Atty. Ching continued that his purported signature in the Deed was forged.<sup>12</sup> To prove the alleged forgery, Atty. Ching presented specimens of his signatures that he used in signing pleadings and notarizing documents.<sup>13</sup>

At the scheduled mandatory conference on September 1, 2014,<sup>14</sup> the Castelo heirs and Atty. Ching were present.<sup>15</sup> The Castelo heirs moved for the issuance of an *Ex-Parte* Motion for Issuance of Subpoena Duces Tecum and Ad Testificandum<sup>16</sup> to Atty. Jennifer H. Dela Cruz-Buendia, the Clerk of Court and Ex-Officio Sheriff of the Regional Trial Court (RTC) of Manila, or any of her duly authorized records officers, to appear at the next scheduled mandatory conference with Books No. 16 and 17, Series of 2010 of the Notarial Register (Atty. Ching's notarial books), which allegedly contained the original copy of the Deed. The IBP issued the subpoena,<sup>17</sup> and the mandatory conference was reset to November 13, 2014.<sup>18</sup>

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<sup>5</sup> Also spelled as "Persidia" in some parts of the records.

<sup>6</sup> Id. at 10-13.

<sup>7</sup> Id. at 3, 14-16.

<sup>8</sup> Id. at 3.

<sup>9</sup> Id. at 17-18.

<sup>10</sup> See id. at 3.

<sup>11</sup> Id. at 2-5.

<sup>12</sup> See Answer, id. at 22-26.

<sup>13</sup> Id. at 27-30, 34, 40-41, 51, 67.

<sup>14</sup> Id. at 72.

<sup>15</sup> Id. at 78.

<sup>16</sup> Id. at 80-81.

<sup>17</sup> Id. at 85 and 87.

<sup>18</sup> Id. at 86.

In the November 13, 2014 resetting of the mandatory conference which was the last,<sup>19</sup> Atty. Ching's notarial books were presented.<sup>20</sup> However, Atty. Ching failed to attend the said conference and refute the authenticity of the Deed. Upon verification, the IBP concluded that the copy of the Deed presented by the Castelo heirs in their Complaint was indeed a faithful machine copy of the original contained in Atty. Ching's notarial books.<sup>21</sup> Thereafter, the Castelo heirs submitted their position paper.<sup>22</sup> Atty. Ching, however, failed to submit his.

After due proceedings, Commissioner Eduardo R. Robles (Commissioner Robles) rendered a Report and Recommendation<sup>23</sup> on December 3, 2014, finding that Atty. Ching was grossly negligent in notarizing the Deed.<sup>24</sup> The dispositive portion reads:

UPON THE FOREGOING, considering the seriousness of the consequences of respondent's gross negligence, it is recommended that respondent's notarial commission be cancelled immediately, and that he be disqualified from ever being commissioned again as notary public.<sup>25</sup>

In its Resolution<sup>26</sup> dated February 21, 2015, the IBP Board of Governors resolved to adopt and approve with modification the said Report and Recommendation, thus:

RESOLVED to ADOPT and APPROVE, as it is hereby ADOPTED and APPROVED, **with modification**, the Report and Recommendation of the Investigating Commissioner in the above-entitled case, herein made part of this Resolution as Annex "A", for gross negligence in Respondent's notarial service. Hence, Atty. Ronald Segundino C. Ching's notarial commission if presently commissioned is immediately **REVOKED**. Further, he is **PERPETUALLY DISQUALIFIED from being commissioned as Notary Public and SUSPENDED from the practice of law for six (6) months.**<sup>27</sup>

After a judicious examination of the records and submission of the parties, the Court has no compelling reason to diverge from the factual findings of Commissioner Robles and the recommended penalty of the IBP Board of Governors.

Gross negligence on the part of a notary public encompasses the failure to observe any of the requirements of a notarial act under the 2004 Rules on Notarial Practice which would result in putting the rights of a person to his liberty or property in jeopardy. This includes, among others,

<sup>19</sup> See *id.* at 88.

<sup>20</sup> See Order dated November 13, 2014, *id.* at 90-91.

<sup>21</sup> *Id.* at 90.

<sup>22</sup> *Id.* at 92-99.

<sup>23</sup> *Id.* at 118-119.

<sup>24</sup> *Id.* at 118.

<sup>25</sup> *Id.* at 119.

<sup>26</sup> *Id.* at 116-117.

<sup>27</sup> *Id.* at 116; emphasis in the original.

failing to require the presence of the signatories to a notarial instrument and ascertaining their identities through competent evidence thereof,<sup>28</sup> and allowing, knowingly or unknowingly, people, other than the notary public himself, to sign notarial documents, affix the notarial seal therein, and make entries in the notarial register.<sup>29</sup>

In *Spouses Santuyo v. Hidalgo*,<sup>30</sup> the Court ruled that Atty. Hidalgo was grossly negligent not only in the supposed notarization of a deed of sale of a parcel of land purchased by the Spouses Santuyo, but also in allowing his office secretaries to make the necessary entries in his notarial registry which was supposed to be done and kept by him alone. This resulted in an ownership dispute between the Spouses Santuyo and a certain Danilo German which led to the filing of a case of *estafa* through falsification of a public document against the Spouses Santuyo, thus:

After going over the evidence submitted by the parties, complainants did not categorically state that they appeared before respondent to have the deed of sale notarized. Their appearance before him could have bolstered this allegation that respondent signed the document and that it was not a forgery as he claimed. The records show that complainants themselves were not sure if respondent, indeed, signed the document; what they were sure of was the fact that his signature appeared thereon. They had no personal knowledge as well as to who actually affixed the signature of respondent on the deed.

Furthermore, complainants did not refute respondent's contention that he only met complainant Benjamin Santuyo six years after the alleged notarization of the deed of sale. Respondent's assertion was corroborated by one Mrs. Lyn Santy in an affidavit executed on November 17, 2001 wherein she stated that complainant Editha Santuyo had to invite respondent to her house on November 5, 1997 to meet her husband since the two had to be introduced to each other. The meeting between complainant Benjamin Santuyo and respondent was arranged after the latter insisted that Mr. Santuyo personally acknowledge a deed of sale concerning another property that the spouses bought.

In finding respondent negligent in performing his notarial functions, the IBP reasoned out:

x x x x

Considering that the responsibility attached to a notary public is sensitive respondent should have been more discreet and cautious in the execution of his duties as such and should not have wholly entrusted everything to the secretaries; otherwise he should not have been commissioned as notary public.

<sup>28</sup> See *Sistual, et al. v. Atty. Ogena*, A.C. No. 9807, February 2, 2016; *Dela Cruz-Sillano v. Pangan*, 592 Phil. 219 (2008) and *Dela Cruz v. Zabala*, 485 Phil. 83 (2004).

<sup>29</sup> See *Spouses Santuyo v. Hidalgo*, 489 Phil. 257, 261-262 (2005).

<sup>30</sup> *Id.*

For having wholly entrusted the preparation and other mechanics of the document for notarization to the secretary there can be a possibility that even the respondent's signature which is the only one left for him to do can be done by the secretary or anybody for that matter as had been the case herein.

As it is respondent had been negligent not only in the supposed notarization but foremost in having allowed the office secretaries to make the necessary entries in his notarial registry which was supposed to be done and kept by him alone; and should not have relied on somebody else.<sup>31</sup>

In this case, Commissioner Robles observed that while Atty. Ching denied having notarized the Deed<sup>32</sup> by showing the discrepancy between his purported signature therein<sup>33</sup> and the specimen signatures<sup>34</sup> he submitted in his Answer, he miserably failed to explain how the Deed ended up in his notarial books. Commissioner Robles concluded that while it would not be fair to conclude that Atty. Ching actually signed the Deed, he was nonetheless grossly negligent for failing to give a satisfactory reason why a supposedly forged Deed was duly recorded in his notarial books.<sup>35</sup>

The Court completely agrees with Commissioner Robles' observation. While there may be reasons to give Atty. Ching the benefit of the doubt as to who signed the Deed, the Court does not and cannot lose sight of the fact that Atty. Ching still failed in ensuring that only documents which he had personally signed and sealed with his notarial seal, after satisfying himself with the completeness of the same and the identities of the parties who affixed their signatures therein, would be included in his notarial register. This also means that Atty. Ching failed to properly store and secure his notarial equipment in order to prevent other people from notarizing documents by forging his signature and affixing his notarial seal, and recording such documents in his notarial books, without his knowledge and consent. This is gross negligence.

Such gross negligence on the part of Atty. Ching in letting another person notarize the Deed had also unduly put the Castelo heirs in jeopardy of losing their property. To make matters worse, the real property subject of the Deed was the residence, nay, the family home of the Castelo heirs, a property that their parents had worked hard for in order to provide them and their children a decent shelter and the primary place where they could bond together as a family – a property which had already acquired sentimental value on the part of the Castelo heirs, which no amount of money could ever match. One can just imagine the pain and anguish of losing a home to

<sup>31</sup> Id. at 260-262; footnotes omitted.

<sup>32</sup> *Rollo*, p. 22.

<sup>33</sup> Id. at 16.

<sup>34</sup> Id. at 27-30, 34, 40-41, 51, 67.

<sup>35</sup> Id. at 119.

unscrupulous people who were able to transfer title to such property and file a case in court in order to eject them – all because of the negligence of a notary public in keeping his notarial books and instruments from falling into the wrong hands.

This is not to say, however, that the Court has ruled on whether or not the Deed in this case was indeed forged. Such issue is civil, and perhaps criminal, in nature which should be passed upon in a proper case, and not in an administrative or disciplinary proceeding such as this case.<sup>36</sup>

As for the penalty to be imposed, and taking into account the possible undue deprivation of property on the part of the Castelo heirs as a result of Atty. Ching's gross negligence, the Court agrees with, and hereby adopts, the recommended penalty of the IBP.

As a final note, this case should serve as a reminder for notaries public, as well as for lawyers who are applying for a commission, that the duty to public service and to the administration of public justice is the primary consideration in the practice of law.<sup>37</sup> This duty to public service is made more important when a lawyer is commissioned as a notary public. Like the duty to defend a client's cause within the bounds of law, a notary public has the additional duty to preserve public trust and confidence in his office<sup>38</sup> by observing extra care and diligence in ensuring the integrity of every document that comes under his notarial seal, and seeing to it that only documents that he personally inspected and whose signatories he personally identified are recorded in his notarial books. In addition, notaries public should properly secure the equipment they use in performing notarial acts, in order for them not to fall into the wrong hands, and be used in acts that would undermine the public's trust and confidence in the office of the notary public.

**WHEREFORE**, Atty. Ronald Segundino C. Ching is found **GUILTY** of gross negligence in the performance of his duties as notary public. His existing notarial commission, if any, is hereby **REVOKED**, and he is also **PERPETUALLY DISQUALIFIED** from being commissioned as a notary public. Moreover, he is hereby **SUSPENDED FROM THE PRACTICE OF LAW FOR SIX (6) MONTHS**. He is **STERNLY WARNED** that a repetition of the same or similar act will be dealt with more severely.

Atty. Ching is also **DIRECTED** to inform the Court of the date of his receipt of this Decision to determine the reckoning point of the effectivity of his suspension.

<sup>36</sup> See *Dagala v. Quesada, Jr.*, 722 Phil. 447, 459 (2013).


<sup>37</sup> *Sps. Brunet v. Guaren*, 728 Phil. 546, 548 (2014); *Bengco v. Bernardo*, 687 Phil. 7, 16 (2012); *Khan, Jr. v. Simbillo*, 456 Phil. 560, 565-566 (2003).

<sup>38</sup> See *Bartolome v. Basilio*, supra note 1, at 218.




Let a copy of this Decision be made part of Atty. Ching's records in the Office of the Bar Confidant, and copies be furnished the Integrated Bar of the Philippines and the Office of the Court Administrator for circulation to all courts.

**SO ORDERED.**




**ALFREDO BENJAMIN S. CAGUIOA**  
Associate Justice


WE CONCUR:



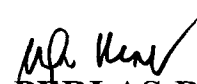
**MARIA LOURDES P. A. SERENO**  
Chief Justice  
Chairperson



**TERESITA J. LEONARDO-DE CASTRO**  
Associate Justice



**MARIANO C. DEL CASTILLO**  
Associate Justice



**ESTELA M. PERLAS-BERNABE**  
Associate Justice

