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THIRD DIVISION

[A.C. No. 4700. April 12, 2000]

RICARDO B. MANUBAY, *complainant, vs.* **ATTY. GINA C. GARCIA,** *respondent.*

SYNOPSIS

In a verified complaint and addressed to the Office of the Bar Confidant, Ricardo B. Manubay charged Atty. Gina C. Garcia with misconduct in the performance of her duties as a notary public. Complainant alleged that Atty. Garcia made it appear that he had signed the Contract of Lease in her presence. He insisted that he did not sign the document, let alone in the presence of respondent and the lessor under the Contract. The Court resolved to dispense with the practice of referring administrative cases to the Integrated Bar of the Philippines (IBP), considering that the question raised herein was simple and no further factual determination was necessary. The question before the Court was whether respondent may be held administratively liable for misconduct.

The Supreme Court ruled that the complainant failed to show misconduct on the part of the respondent. The Court found this administrative case, the fifth in a long line of cases filed by the complainant, manifestly aimed at hampering or at least discouraging the efforts of the lessor's counsel to eject him from the premises subject of the lease contract. The complaint was dismissed for lack of merit.

SYLLABUS

1. **POLITICAL LAW; ADMINISTRATIVE LAW; LAWYERS; DISBARMENT; GUILT CANNOT BE PRESUMED.**— A lawyer may be disbarred or suspended for any misconduct showing any fault or deficiency in moral character, honesty, probity or good demeanor. The lawyer's guilt, however, cannot be presumed. Allegation is never equivalent to proof, and a bare charge cannot be equated with liability.

2. **REMEDIAL LAW; EVIDENCE; BURDEN OF PROOF; LIES UPON THE PERSON WHOSE SIGNATURE APPEARED ON A DEED AND DENIED THE SAME.**— It is a settled rule that

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one who denies the due execution of a deed where one's signature appears has the burden of proving that, contrary to the recital in the jurat, one never appeared before the notary public and acknowledged the deed to be a voluntary act. Complainant's bare allegation does not prove any irregularity in the notarization of the Contract. In fact, it cannot prevail over the clear language of the document itself, which complainant admits signing when it "was presented to [him] by Ricardo Trinidad, an agent and collector of rent of Lolita M. Hernandez."

DECISION

PANGANIBAN, *J.*:

In administrative cases against lawyers, the burden of proof rests upon the complainant. Administrative complaints that are *prima facie* groundless as shown by the pleadings filed by the parties need not be referred to the Integrated Bar of the Philippines for further investigation. They may be summarily dismissed for utter lack of merit.

The Case and the Facts

In a verified Complaint dated February 5, 1997 and addressed to the Office of the Bar Confidant, Ricardo B. Manubay charged Atty. Gina C. Garcia with misconduct in the performance of her duties as a notary public. The Complaint reads as follows:

"I have the honor to file an Administrative Complaint against Atty. Gina C. Garcia[,] 4045 Bigasan Street, Palanan, Makati City[,] a Notary Public, for and in the City of Makati, for fraudulently and in confabulation with Lolita M. Hernandez, and alleged two (2) instrumental witnesses, whose identities and names are unknown, [making] it appear in a Contract of Lease, herewith attached as Annex "A" that the undersigned complainant appeared and signed in February, 1996, the questioned Contract of Lease (Annex "A"), and on March 5, 1996, same complainant appeared and signed before the above-named respondent, in the presence of said instrumental witnesses, when the truth is, I signed the Contract of Lease in my office at the above-mentioned address when the document was presented to me by Ricardo Trinidad, an agent and collector of rent of Lolita M. Hernandez. That I did not sign said document in February, nor signed and appeared before the respondent in the presence of the witnesses and Lolita M. Hernandez.

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"That I filed a Civil Case to [d]eclare as null and void, *ab initio*, the Contract of Lease, a xerox copy is herewith attached as Annex "B" which was furnished x x x me by Ricardo Trinidad in December, 1996, along with the draft copy of the 1997 Contract of Lease, when I saw [in] said Annex "B" the anomalies perpetrated by said respondent with her cohorts mentioned above. The case is now docketed as Civil Case No. 96-2077, entitled: '*Ricardo B. Manubay vs. Lolita M. Hernandez, et al.*' filed on December 27, 1996, and now pending in the Regional Trial Court of Makati City, Branch No. 60."

In a Resolution dated April 23, 1997, the Court directed respondent to comment on the Complaint.

Instead of filing a Comment, respondent submitted a Motion to Dismiss grounded essentially on complainant's noncompliance with Administrative Circular No. 04-94. At the recommendation of the Office of the Bar Confidant, the Court then directed her to file an Extended Comment.

In her Extended Comment dated May 31, 1999, respondent denied any misconduct or irregularity in the performance of her duties as notary public. She insisted that complainant had actually appeared before her, shown his Community Tax Certificate and signed the subject Contract of Lease on March 5, 1996. She maintained that "this case is inextricably woven into Mr. Manubay's brazen strategy of filing all possibly-related cases to stymie and tie the hands of the lessor and her lawyers and keep the property in perpetual litigation."[1]

Thereafter, complainant filed, *motu proprio*, a Reply to the Extended Comment. Atty. Garcia, on the other hand, responded with a Rejoinder.[2]

The Court normally refers administrative cases to the Integrated Bar of the Philippines (IBP) for investigation, report and recommendation. Considering, however, that the question being

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[1] Extended Comment, p. 9.

[2] The case was deemed submitted for Resolution on June 15, 1999 upon receipt by this Court of the Rejoinder, signed by the respondent with the assistance of Attys. R.A.V. Saguisag and Epifanio D. Salonga. Complainant's Reply was signed by Atty. Virgilio Y. Morales.

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raised is simple and that no further factual determination is necessary, the Court resolves to dispense with such referral and to decide the case on the basis of the extensive pleadings already on record, which all show the lack of merit of the Complaint.

Issue

The question before us is whether respondent may be held administratively liable for misconduct.

The Court's Ruling

Complainant fails to show misconduct on the part of respondent.

Respondent's Misconduct Not Proven

A lawyer may be disbarred or suspended for any misconduct showing any fault or deficiency in moral character, honesty, probity or good demeanor.[3] The lawyer's guilt, however, cannot be presumed.[4] Allegation is never equivalent to proof, and a bare charge cannot be equated with liability.

In this case, complainant alleges that Atty. Garcia made it appear that he had signed the Contract of Lease in her presence sometime in February, 1996 and again on March 5, 1996. He insists that he did not sign the document in February, let alone in the presence of respondent and one Lolita Hernandez, the lessor under the Contract.

It is a settled rule that one who denies the due execution of a deed where one's signature appears has the burden of proving that, contrary to the recital in the jurat, one never appeared before the notary public and acknowledged the deed to be a voluntary act.[5] Complainant's bare allegation does not prove any irregularity in the notarization of the Contract. In fact, it cannot prevail over the clear language of the document itself, which complainant admits signing when it "was presented to [him] by Ricardo Trinidad, an

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[3] Section 27, Rule 138, Rules of Court; *Maligsa v. Cabanting*, 272 SCRA 408, May 14, 1997.

[4] *Gatchalian Promotions Talents Pool, Inc. v. Atty. Primo R. Naldoza*, AC No. 4017, September 29, 1999; *Santos v. Dichoso*, 84 SCRA 622, August 22, 1978.

[5] *Daroy v. Abecia*, 298 SCRA 239, October 26, 1998.

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agent and collector of rent of Lolita M. Hernandez."

Complainant further contends that he could not have appeared before respondent on March 5, 1996 because the first paragraph[6] of the Contract shows that it was executed in February, 1996.[7]

We are not persuaded. He himself admitted in his Complaint that he "did not sign the said document in February x x x."[8] Furthermore, the specific date in February when the Contract was signed was kept blank.

On the other hand, the facts militate against the substance of his charge. *First*, he assailed the subject Contract only after it had already expired.[9] In other words, he started questioning it after he had benefited from it. As respondent observes, she "had nothing to gain from notarizing the questioned lease document. Neither had complainant suffered any damage from the expired lease document whose authenticity he has not disputed, and which in fact he benefited from as basis for his staying on the subject premises."[10]

Second, there is no reason for respondent to commit any misconduct in the notarization of the Agreement. More important, complainant has not alleged, much less demonstrated, that she acted maliciously. Indeed, it has been held that an administrative case against a lawyer must show the "dubious character of the act done as well as of the motivation thereof."[11]

Third, the filing of the administrative Complaint is consistent with the perceived effort of complainant to stymie the ejectment suit filed against him by respondent and her client, Lolita Hernandez. Complainant had already instituted four other suits,

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[6] It reads: "This Contract of Lease, made and entered into this ____ day of February, 1996 by and between x x x."

[7] Reply, pp. 3-4.

[8] Complaint, p. 1.

[9] Extended Comment, p. 10.

[10] *Ibid.*, p. 25.

[11] *Soto v. Lacre*, 77 SCRA June 30, 1977, per Aquino *J.* See also *De los Santos v. Bolanos*, 20 SCRA 763, July 21, 1967.

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including an action for "DECLARATION OF LEASE, NULL AND VOID, *AB INITIO*; TO FIX A LONGER PERIOD [OF] LEASE; [TO] FIX [A] REASONABLE AMOUNT OF RENTAL; INTERPLEADER WITH CONSIGNATION; TO ISSUE A TEMPORARY RESTRAINING ORDER ENJOINING ANY OF THE DEFENDANTS FROM EJECTING THE PLAINTIFF WITH DAMAGES."[12] This administrative case, the fifth in a long line of cases, is manifestly aimed at hampering or at least discouraging the efforts of the lessor's counsel to eject him from the subject premises.

Verily, this case reminds us of *Soto v. Lacre,*[13] in which the "complainant evidently decided to unleash his disappointments on respondent lawyer, who appeared in the ejectment case for Damian Soto and his family." Indeed, the baseless charge before us is nothing but misplaced vengeance directed at a lawyer who was merely diligently performing her duties as counsel.

WHEREFORE, the Complaint is hereby *DISMISSED* for utter lack of merit.

SO ORDERED.

Melo (Chairman), Purisima, and *Gonzaga-Reyes, JJ.*, concur. *Vitug, J.*, abroad on official business.

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[12] Extended Comment, p. 7.

[13] *Supra.*