



Republic of the Philippines  
Supreme Court  
Manila

EN BANC

ANITA C. PEÑA,  
Complainant,

A.C. No. 4191

Present:

SERENO, C.J.,  
CARPIO,\*  
VELASCO, JR.,  
LEONARDO-DE CASTRO,  
BRION,  
PERALTA,  
BERSAMIN,  
DEL CASTILLO,  
ABAD,  
VILLARAMA, JR.,  
PEREZ,  
MENDOZA,  
REYES,  
PERLAS-BERNABE, and  
LEONEN, JJ.

- versus -

ATTY. CHRISTINA C.  
PATERNO,  
Respondent.

Promulgated:

JUNE 10, 2013

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DECISION

*PER CURIAM:*

This is an administrative case filed against respondent Atty. Christina C. Paterno for acts violative of the Code of Professional Responsibility and the Notarial Law.

On February 14, 1994, complainant Anita C. Peña, former head of the Records Department of the Government Service Insurance System (GSIS),

\* On official leave.

filed an Affidavit-Complaint<sup>1</sup> against respondent Atty. Christina C. Paterno. Complainant alleged that she was the owner of a parcel of land known as Lot 7-C, Psd-74200, located in Bayanbayanan, Parang, Marikina, Metro Manila, covered by Transfer Certificate of Title (TCT) No. N-61244,<sup>2</sup> Register of Deeds of Marikina, with an eight-door apartment constructed thereon. She personally knew respondent Atty. Christina C. Paterno, as respondent was her lawyer in a legal separation case, which she filed against her husband in 1974, and the aforementioned property was her share in their property settlement. Complainant stated that she also knew personally one Estrella D. Kraus, as she was respondent's trusted employee who did secretarial work for respondent. Estrella Kraus was always there whenever she visited respondent in connection with her cases.

Moreover, complainant stated that, sometime in 1986, respondent suggested that she (complainant) apply for a loan from a bank to construct townhouses on her property for sale to interested buyers, and that her property be offered as collateral. Respondent assured complainant that she would work out the speedy processing and release of the loan. Complainant agreed, but since she had a balance on her loan with the GSIS, respondent lent her the sum of ₱27,000.00, without any interest, to pay the said loan. When her title was released by the GSIS, complainant entrusted it to respondent who would handle the preparation of documents for the loan and follow-up the same, and complainant gave respondent the authority for this purpose. From time to time, complainant inquired about the application for the loan, but respondent always assured her that she was still preparing the documents required by the bank. Because of her assurances, complainant did not bother to check on her property, relying on respondent's words that she would handle speedily the preparation of her application.

Further, complainant narrated that when she visited her property, she discovered that her apartment was already demolished, and in its place, four residential houses were constructed on her property, which she later learned was already owned by one Ernesto D. Lampa, who bought her property from Estrella D. Kraus. Complainant immediately confronted respondent about what she discovered, but respondent just brushed her aside and ignored her. After verification, complainant learned that her property was sold on November 11, 1986 to Krisbuilt Traders Company, Ltd., and respondent was the Notary Public before whom the sale was acknowledged.<sup>3</sup> Krisbuilt Traders Company, Ltd., through its Managing Partner, Estrella D. Kraus, sold the same to one Ernesto D. Lampa on April 13, 1989.<sup>4</sup>

Complainant stated in her Complaint that she did not sell her property to Krisbuilt Traders Company, Ltd., and that she neither signed any deed of

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<sup>1</sup> *Rollo*, Vol. I, p. 1.

<sup>2</sup> *Rollo*, Vol. II, p. 42.

<sup>3</sup> Exhibit "B-2-A," *id.* at 44.

<sup>4</sup> Exhibit "F," *id.* at 48.

sale in its favor nor appeared before respondent to acknowledge the sale. She alleged that respondent manipulated the sale of her property to Krisbuilt Traders Company, Ltd. using her trusted employee, Estrella D. Kraus, as the instrument in the sale, and that her signature was forged, as she did not sign any deed selling her property to anyone.

In her Answer,<sup>5</sup> respondent alleged that Estrella D. Kraus never worked in any capacity in her law office, and that Estrella and her husband, Karl Kraus (Spouses Kraus), were her clients. Respondent denied that she suggested that complainant should apply for a loan from a bank to construct townhouses. She said that it was the complainant, on the contrary, who requested her (respondent) to look for somebody who could help her raise the money she needed to complete the amortization of her property, which was mortgaged with the GSIS and was about to be foreclosed. Respondent stated that she was the one who introduced complainant to the Spouses Kraus when they were both in her office. In the course of their conversation, complainant offered the property, subject matter of this case, to the Spouses Kraus. The Spouses Kraus were interested, and got the telephone number of complainant. Thereafter, complainant told respondent that she accompanied the Spouses Kraus to the site of her property and the Office of the Register of Deeds. After about three weeks, the Spouses Kraus called up respondent to tell her that they had reached an agreement with complainant, and they requested respondent to prepare the deed of sale in favor of their company, Krisbuilt Traders Company, Ltd. Thereafter, complainant and the Spouses Kraus went to respondent's office where complainant signed the Deed of Sale after she received Sixty-Seven Thousand Pesos (₱67,000.00) from the Spouses Kraus. Respondent alleged that complainant took hold of the Deed of Sale, as the understanding was that the complainant would, in the meantime, work for the release of the mortgage, and, thereafter, she would deliver her certificate of title, together with the Deed of Sale, to the Spouses Kraus who would then pay complainant the balance of the agreed price. Complainant allegedly told respondent that she would inform respondent when the transaction was completed so that the Deed of Sale could be recorded in the Notarial Book. Thereafter, respondent claimed that she had no knowledge of what transpired between complainant and the Spouses Kraus. Respondent stated that she was never entrusted with complainant's certificate of title to her property in Marikina (TCT No. N-61244). Moreover, it was only complainant who negotiated the sale of her property in favor of Krisbuilt Traders Company, Ltd. According to respondent, complainant's inaction for eight years to verify what happened to her property only meant that she had actually sold the same, and that she concocted her story when she saw the prospect of her property had she held on to it. Respondent prayed for the dismissal of the case.

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<sup>5</sup>*Rollo*, Vol. I, p. 52.

On February 28, 1995, complainant filed a Reply,<sup>6</sup> belying respondent's allegations and affirming the veracity of her complaint.

On March 20, 1995, this case was referred to the Integrated Bar of the Philippines (IBP) for investigation and recommendation.<sup>7</sup> On April 18, 1996, complainant moved that hearings be scheduled by the Commission on Bar Discipline. On November 8, 1999, the case was set for its initial hearing, and hearings were conducted from March 21, 2000 to July 19, 2000.

On August 3, 2000, complainant filed her Formal Offer of Evidence. Thereafter, hearings for the reception of respondent's evidence were set, but supervening events caused their postponement.

On July 4, 2001, respondent filed a Demurrer to Evidence,<sup>8</sup> which was opposed by complainant. The Investigating Commissioner denied respondent's prayer for the outright dismissal of the complaint, and directed respondent to present her evidence on October 24, 2001.<sup>9</sup>

The Register of Deeds of Marikina City was subpoenaed to testify and bring the Deed of Absolute Sale dated November 11, 1986, which caused the cancellation of TCT No. 61244 in the name of complainant and the issuance of a new title to Krisbuilt Traders Company, Ltd. However, the Register of Deeds failed to appear on March 1, 2002. During the hearing held on July 29, 2003, respondent's counsel presented a certification<sup>10</sup> from Records Officer Ma. Corazon Gaspar of the Register of Deeds of Marikina City, which certification stated that a copy of the Deed of Sale executed by Anita C. Peña in favor of Krisbuilt Traders Company, Ltd., covering a parcel of land in Marikina, could not be located from the general file of the registry and that the same may be considered lost. Hearings continued until 2005. On February 17, 2005, respondent was directed by the Investigating Commissioner to formally offer her evidence and to submit her memorandum.

Before the resolution of the case by the IBP, respondent filed a Motion to Dismiss before the IBP on the ground that the criminal case of estafa filed against her before the RTC of Manila, Branch 36, which estafa case was anchored on the same facts as the administrative case, had been dismissed in a Decision<sup>11</sup> dated August 20, 2007 in Criminal Case No. 94-138567. The RTC held that the case for estafa could not prosper against the accused Atty. Christina C. Paterno, respondent herein, for insufficiency of

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<sup>6</sup> *Id.* at 65.

<sup>7</sup> *Id.* at 70.

<sup>8</sup> *Id.* at 87.

<sup>9</sup> Order dated October 4, 2001, *id.* at 112.

<sup>10</sup> Exhibit "1," *id.* at 216.

<sup>11</sup> Annex "1," *id.* at 243.

evidence to secure conviction beyond reasonable doubt, considering the absence of the Deed of Sale and/or any competent proof that would show that Anita Peña's signature therein was forged and the transfer of the land was made through fraudulent documents.

The issue resolved by the Investigating Commissioner was whether or not there was clear and preponderant evidence showing that respondent violated the Canons of Professional Responsibility by (a) deceiving complainant Anita C. Peña; (b) conspiring with Estrella Kraus and Engr. Ernesto Lampa to enable the latter to register the subject property in his name; and (c) knowingly notarizing a falsified contract of sale.

On January 6, 2009, Atty. Albert R. Sordan, the Investigating Commissioner of the IBP, submitted his Report and Recommendation finding that respondent betrayed the trust reposed upon her by complainant by executing a bogus deed of sale while she was entrusted with complainant's certificate of title, and that respondent also notarized the spurious deed of sale. Commissioner Sordan stated that there was no evidence showing that respondent actively conspired with any party or actively participated in the forgery of the signature of complainant. Nevertheless, Commissioner Sordan stated that complainant's evidence supports the conclusion that her signature on the said Deed of Sale dated November 11, 1986 was forged.

Although no copy of the said Deed of Sale could be produced notwithstanding diligent search in the National Archives and the Notarial Section of the Regional Trial Court (RTC) of Manila, Commissioner Sordan stated that the interlocking testimonies of the complainant and her witness, Maura Orosco, proved that the original copy of the owner's duplicate certificate of title was delivered to respondent.<sup>12</sup> Commissioner Sordan did not give credence to respondent's denial that complainant handed to her the owner's duplicate of TCT No. N-61244 in November 1986 at the GSIS, as Maura Orosco, respondent's former client who worked as Records Processor at the GSIS, testified that she saw complainant give the said title to respondent.

Commissioner Sordan gave credence to the testimony of complainant that she gave respondent her owner's duplicate copy of TCT No. 61244 to enable respondent to use the same as collateral in constructing a townhouse, and that the title was in the safekeeping of respondent for seven years.<sup>13</sup> Despite repeated demands by complainant, respondent refused to return it.<sup>14</sup> Yet, respondent assured complainant that she was still the owner.<sup>15</sup> Later,

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<sup>12</sup> TSN, May 6, 2003, p. 60; TSN, July 19, 2000 (Direct Examination of Maura Orosco), pp. 6, 9-14.

<sup>13</sup> TSN, March 21, 2000 (Direct Examination of Anita Peña), p. 24.

<sup>14</sup> *Id.* at 25-27.

<sup>15</sup> *Id.* at 28.

complainant discovered that a new building was erected on her property in January 1994, eight years after she gave the title to respondent. Respondent argued that it was unfathomable that after eight years, complainant never took any step to verify the status of her loan application nor visited her property, if it is untrue that she sold the said property. Complainant explained that respondent kept on assuring her that the bank required the submission of her title in order to process her loan application.<sup>16</sup>

Commissioner Sordan stated that respondent enabled Estrella B. Kraus to sell complainant's land to Krisbuilt Traders Company, Ltd.<sup>17</sup> This was evidenced by Entry No. 150322 in TCT No. 61244 with respect to the sale of the property described therein to Krisbuilt Traders Company, Ltd. for ₱200,000.00.<sup>18</sup> Respondent alleged that complainant signed the Deed of Sale in her presence inside her office.<sup>19</sup> However, respondent would neither directly confirm nor deny if, indeed, she notarized the instrument in her direct examination,<sup>20</sup> but on cross-examination, she stated that she was not denying that she was the one who notarized the Deed of Sale.<sup>21</sup> Estrella Kraus' affidavit<sup>22</sup> supported respondent's defense.

Respondent presented her former employee Basilio T. Depaudhon to prove the alleged signing by complainant of the purported Deed of Absolute Sale, and the notarization by respondent of the said Deed. However, Commissioner Sordan doubted the credibility of Depaudhon, as he affirmed that his participation in the alleged Deed of Absolute Sale was mere recording, but he later affirmed that he saw the parties sign the Deed of Absolute Sale.<sup>23</sup>

Commissioner Sordan stated that the unbroken chain of circumstances, like respondent's testimony that she saw complainant sign the Deed of Sale before her is proof of respondent's deception. Respondent's notarization of the disputed deed of sale showed her active role to perpetuate a fraud to prejudice a party. Commissioner Sordan declared that respondent failed to exercise the required diligence and fealty to her office by attesting that the alleged party, Anita Peña, appeared before her and signed the deed when in truth and in fact the said person did not participate in the execution thereof. Moreover, respondent should be faulted for having failed to make the necessary entries pertaining to the deed of sale in her notarial register.

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<sup>16</sup> *Id.* at 28.

<sup>17</sup> *Id.* at 31-32.

<sup>18</sup> *Id.* at 34-35; Exhibits "B-2," "B-2-A," *rollo*, vol. II, p. 44.

<sup>19</sup> TSN, April 19, 2002 (Direct Examination of Atty. Christina Paterno), pp. 20-22; TSN, August 16, 2002 (Cross-examination of Atty. Christina Paterno), pp. 8-10.

<sup>20</sup> TSN, April 19, 2002, pp. 24-27.

<sup>21</sup> TSN, May 6, 2003 (Cross-examination of Atty. Christina Paterno), pp. 19-20.

<sup>22</sup> Exhibit "2," *rollo*, vol. II, p. 204.

<sup>23</sup> TSN, October 28, 2003 (Cross-examination of Basilio T. Depaudhon), pp. 65-68.



According to Commissioner Sordan, these gross violations of the law made respondent liable for violation of her oath as a lawyer and constituted transgressions of Section 20 (a),<sup>24</sup> Rule 138 of the Rules of Court and Canon 1<sup>25</sup> and Rule 1.01 of the Code of Professional Responsibility.

Commissioner Sordan recommended that respondent be disbarred from the practice of law and her name stricken-off the Roll of Attorneys, effective immediately, and recommended that the notarial commission of respondent, if still existing, be revoked, and that respondent be perpetually disqualified from reappointment as a notary public.

On August 28, 2010, the Board of Governors of the IBP passed Resolution No. XIX-20-464, adopting and approving the Report and Recommendation of the Investigating Commissioner, thus:

RESOLVED to ADOPT and APPROVE, as it is hereby unanimously ADOPTED and APPROVED the Report and Recommendation of the Investigating Commissioner of the above-entitled case, herein made part of this Resolution as Annex "A", and, finding the recommendation fully supported by the evidence on record and the applicable laws and rules, and finding Respondent guilty of [her] oath as a lawyer, Section 20 (a), Rule 138 of the Rules of Court and Canon 1, Rule 1.01 of the Code of Professional Responsibility, Atty. Christina C. Paterno is hereby **DISBARRED** from the practice of law and her name stricken off from the Roll of Attorneys. Furthermore, respondent's notarial commission if still existing is Revoked with Perpetual Disqualification from reappointment as a Notary Public.

The Court adopts the findings of the Board of Governors of the IBP insofar as respondent has violated the Code of Professional Responsibility and the Notarial Law, and agrees with the sanction imposed.

The criminal case of estafa from which respondent was acquitted, as her guilt was not proven beyond reasonable doubt, is different from this administrative case, and each must be disposed of according to the facts and the law applicable to each case.<sup>26</sup> Section 5,<sup>27</sup> in relation to Sections 1<sup>28</sup> and

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<sup>24</sup> Sec. 20. *Duties of attorneys.* - It is the duty of an attorney:

(a) To maintain allegiance to the Republic of the Philippines and to support the Constitution and obey the laws of the Philippines;

<sup>25</sup> CANON 1 - A LAWYER SHALL UPHOLD THE CONSTITUTION, OBEY THE LAWS OF THE LAND AND PROMOTE RESPECT FOR LAW OF AND LEGAL PROCESSES.

Rule 1.01 - A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

<sup>26</sup> *Freeman v. Reyes*, A.C. No. 6246 (Formerly CBD No. 00-730), November 15, 2011, 660 SCRA

48.

<sup>27</sup> Sec. 5. *Substantial evidence.* — In cases filed before **administrative or quasi-judicial bodies**, a fact may be deemed established if it is supported by substantial evidence, or that amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion. (Emphasis supplied.)

<sup>28</sup> Sec. 1. *Preponderance of evidence, how determined.* — In **civil cases**, the party having burden of proof must establish his case by a preponderance of evidence. In determining where the preponderance or

2,<sup>29</sup> Rule 133, Rules of Court states that in administrative cases, only substantial evidence is required, not proof beyond reasonable doubt as in criminal cases, or preponderance of evidence as in civil cases. Substantial evidence is that amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion.<sup>30</sup>

***Freeman v. Reyes***<sup>31</sup> held that the dismissal of a criminal case does not preclude the continuance of a separate and independent action for administrative liability, as the weight of evidence necessary to establish the culpability is merely substantial evidence. An administrative case can proceed independently, even if there was a full-blown trial wherein, based on both prosecution and defense evidence, the trial court eventually rendered a judgment of acquittal, on the ground either that the prosecution failed to prove the respondent's guilt beyond reasonable doubt, or that no crime was committed.<sup>32</sup>

The purpose of disbarment is to protect the courts and the public from the misconduct of the officers of the court and to ensure the administration of justice by requiring that those who exercise this important function shall be competent, honorable and trustworthy men in whom courts and clients may repose confidence.<sup>33</sup> The burden of proof rests upon the complainant, and the Court will exercise its disciplinary power only if she establishes her case by clear, convincing and satisfactory evidence.<sup>34</sup>

In this case, Investigating Commissioner Sordan gave credence to complainant's testimony that she gave respondent her owner's copy of the certificate of title to her property as respondent would apply for a bank loan in complainant's behalf, using the subject property as collateral. Complainant's testimony was corroborated by Maura Orosco, a former records processor in complainant's office at the GSIS and also a client of respondent, who stated that she saw complainant give her title to respondent.<sup>35</sup> Respondent admitted in her Answer<sup>36</sup> that she executed the

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superior weight of evidence on the issues involved lies, the court may consider all the facts and circumstances of the case, the witnesses' manner of testifying, their intelligence, their means and opportunity of knowing the facts to which they are testifying, the nature of the facts to which they testify, the probability or improbability of their testimony, their interest or want of interest, and also their personal credibility so far as the same may legitimately appear upon the trial. The court may also consider the number of witnesses, though the preponderance is not necessarily with the greater number. (Emphasis supplied.)

<sup>29</sup> Sec. 2 . *Proof beyond reasonable doubt*. — In a **criminal case**, the accused is entitled to an acquittal, unless his guilt is shown beyond reasonable doubt. Proof beyond reasonable doubt does not mean such a degree of proof, excluding possibility of error, produces absolute certainty. Moral certainty only is required, or that degree of proof which produces conviction in an unprejudiced mind. (Emphasis supplied.)

<sup>30</sup> *Freeman v. Reyes*, *supra* note 26.

<sup>31</sup> *Id.*

<sup>32</sup> *Id.* at 67.

<sup>33</sup> *Anacta v. Resurreccion*, A.C. No. 9074, August 14, 2012, 678 SCRA 352, 355.

<sup>34</sup> *Id.*

<sup>35</sup> TSN, May 6, 2003, p. 60; TSN, July 19, 2000, pp. 6, 9-15.

<sup>36</sup> *Rollo*, Vol. I, p. 53 (paragraph no. 9).



Deed of Sale per the request of the Spouses Kraus. The said Deed of Sale was notarized by respondent as evidenced by Entry No. 150322<sup>37</sup> in complainant's title, TCT No. N-61244. As the Deed of Sale could not be presented in evidence, through no fault of the complainant, nonetheless, the consequence thereof is failure of complainant to prove her allegation that her signature therein was forged and that respondent defrauded complainant by facilitating the sale of the property to Krisbuilt Traders Company, Ltd. without complainant's approval. However, complainant proved that respondent did not submit to the Clerk of Court of the RTC of Manila, National Capital Region her Notarial Report for the month of November 1986, when the Deed of Sale was executed.

The pertinent provisions of the applicable Notarial Law found in Chapter 12, Book V, Volume I of the Revised Administrative Code of 1917, as amended, states that every notary public shall keep a notarial register,<sup>38</sup> and he shall enter in such register, in chronological order, the nature of each instrument executed, among others, and, when the instrument is a contract, he shall keep a correct copy thereof as part of his records, and he shall likewise enter in said records a brief description of the substance thereof.<sup>39</sup> A ground for revocation of a notary public's commission is failure of the notary to send the copy of the entries to the proper clerk of the Court of First Instance (RTC) within the first ten days of the month next following or the

<sup>37</sup> Exhibit "B-2-A," *rollo*, Vol. II, p. 44.

<sup>38</sup> Sec. 245. *Notarial register.* – Every notary public shall keep a register to be known as the notarial register, wherein record shall be made of all his official acts as notary; x x x

<sup>39</sup> Sec. 246. *Matters to be entered therein.* – The notary public shall enter in such register, in chronological order, the nature of each instrument executed, sworn to, or acknowledged before him, the person executing, swearing to, or acknowledging the instrument, the witnesses, if any, to the signature, the date of the execution, oath, or acknowledgment of the instrument, the fees collected by him for his services as a notary in connection therewith, and, when the instrument is a contract, he shall keep a correct copy thereof as part of his records, and shall likewise enter in said records a brief description of the substance thereof and shall give to each entry a consecutive number, beginning with number one in each calendar year. The notary shall give to each instrument executed, sworn to, or acknowledged before him a number corresponding to the one in his register, and shall also state on the instrument the page or pages of his register on which the same is recorded. No blank line shall be left between entries.

x x x

x x x

x x x

At the end of each week the notary shall certify in his register the number of instruments executed, sworn to, acknowledged, or protested before him; or if none such, the certificate shall show this fact.

A certified copy of each month's entries as described in this section and a certified copy of any instrument acknowledged before them shall within the first ten days of the month next following be forwarded by the notaries public to the clerk of the court of First Instance of the province and shall be filed under the responsibility of such officer; *Provided*, That if there is no entry to certify for the month, the notary shall forward a statement to this effect in lieu of the certified copies herein required.

Sec. 247. *Disposition of notarial register.*-- Immediately upon his notarial register being filled, and also within fifteen days after the expiration of his commission, unless reappointed, the notary public shall forward his notarial register to the clerk of the Court of First Instance of the province or of the City of Manila, as the case may be, wherein he exercises his office, who shall examine the same and report thereon to the judge of the Court of First Instance. If the judge finds that no irregularity has been committed in the keeping of the register, he shall forward the same to the chief of the division of archives, patents, copyrights, and trade-marks. In case the judge finds that irregularities have been committed in the keeping of the register, he shall refer the matter to the fiscal of the province, and in the City of Manila, to the fiscal of the city for action, and the sending of the register to the chief of the division of archives, patents, copyrights, and trade-marks shall be deferred until the termination of the case against the notary public.

failure of the notary to forward his notarial register, when filled, to the proper clerk of court.<sup>40</sup>

In this case, the Clerk of Court of the RTC of Manila issued a Certification,<sup>41</sup> dated February 22, 1994, stating that respondent was duly appointed as a Notary Public for the City of Manila for the year 1986, and that respondent has not yet forwarded to the Clerk of Court's Office her Notarial Report for the month of November 1986, when the Deed of Sale was executed and notarized by her. Hence, a copy of the Notarial Report/Record and the said Deed of Sale could not also be found in the National Archives per the certification<sup>42</sup> of the Archives Division Chief Teresita R. Ignacio for Director Edgardo J. Celis. The failure of respondent to fulfill her duty as notary public to submit her notarial register for the month of November 1986 and a copy of the said Deed of Sale that was notarized by her on the same month is cause for revocation of her commission under Section 249 of the Notarial Law.<sup>43</sup> Lawyers commissioned as notaries public are mandated to discharge with fidelity the duties of their offices, such duties being dictated by public policy and impressed with public interest.<sup>44</sup>

Pursuant to Section 27, Rule 138 of the Rules of Court, a lawyer may be removed or suspended for any deceit or dishonest act, thus:

*Sec. 27. Attorneys removed or suspended by Supreme Court on what grounds.* – A member of the bar may be removed or suspended from his office as attorney by the Supreme Court for any deceit, malpractice, or other gross misconduct in such office, grossly immoral conduct, or by reason of his conviction of a crime involving moral turpitude, or for any violation of the oath which he is required to take before admission to practice, or for a wilfull disobedience of any lawful order of a superior court, or for corruptly or wilfully appearing as an attorney for a party to a case without authority to do so. The practice of soliciting cases at law for the purpose of gain, either personally or through paid agents or brokers, constitutes malpractice.

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<sup>40</sup> Notarial Law, Section 249. *Grounds for revocation of commission.* – The following derelictions of duty on the part of a notary public shall, in the discretion of the proper judge of first instance, be sufficient ground for the revocation of his commission:

- (a) The failure of the notary to keep a notarial register.
- (b) The failure of the notary to make the proper entry or entries in his notarial register touching his notarial acts in the manner required by law.
- (c) The failure of the notary to send the copy of the entries to the proper clerk of Court of First Instance within the first ten days of the month next following.
- (d) The failure of the notary to affix to acknowledgments the date of expiration of his commission, as required by law.
- (e) The failure of the notary to forward his notarial register, when filled, to the proper clerk of court.

x x x x

<sup>41</sup> Exhibit "E," *rollo*, vol. II, p. 47.

<sup>42</sup> Exhibit "D," *id.* at 46.

<sup>43</sup> *Id.*

<sup>44</sup> *Lanuzo v. Bongon*, A.C. No. 6737, September 23, 2008, 566 SCRA 214, 217.

Given the facts of this case, wherein respondent was in possession of complainant's copy of the certificate of title (TCT No. N-61244) to the property in Marikina, and it was respondent who admittedly prepared the Deed of Sale, which complainant denied having executed or signed, the important evidence of the alleged forgery of complainant's signature on the Deed of Sale and the validity of the sale is the Deed of Sale itself. However, a copy of the Deed of Sale could not be produced by the Register of Deeds of Marikina City, as it could not be located in the general files of the registry, and a certification was issued stating that the Deed of Sale may be considered lost.<sup>45</sup> Moreover, respondent did not submit to the Clerk of Court of the RTC of Manila her Notarial Report for the month of November 1986,<sup>46</sup> including the said Deed of Sale, which was executed on November 11, 1986. Hence, Investigating Commissioner Sordan opined that it appears that efforts were exerted to get rid of the copies of the said Deed of Sale to prevent complainant from getting hold of the document for the purpose of handwriting verification from an expert to prove that her alleged signature on the Deed of Sale was forged. The failure of respondent to submit to the proper RTC Clerk of Court her Notarial Register/Report for the month of November 1986 and a copy of the Deed of Sale, which was notarized by her within that month, has far-reaching implications and grave consequences, as it in effect suppressed evidence on the veracity of the said Deed of Sale and showed the deceitful conduct of respondent to withhold the truth about its authenticity. During her testimony, it was observed by the Investigating Commissioner and reflected in the transcript of records that respondent would neither directly confirm nor deny that she notarized the said Deed of Sale.

For the aforementioned deceitful conduct, respondent is disbarred from the practice of law. As a member of the bar, respondent failed to live up to the standards embodied in the Code of Professional Responsibility, particularly the following Canons:

**CANON 1** - A lawyer shall uphold the constitution, obey the laws of the land and promote respect for law and for legal processes.

Rule 1.01 - A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

Rule 1.02 - A lawyer shall not counsel or abet activities aimed at defiance of the law or at lessening confidence in the legal system.

**CANON 7** - A lawyer shall at all times uphold the integrity and dignity of the legal profession, and support the activities of the Integrated Bar.

Rule 7.03 - A lawyer shall not engage in conduct that adversely reflects on his fitness to practice law, nor should he, whether in public or private life, behave in a scandalous manner to the discredit of the legal profession.

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<sup>45</sup> Exhibit "1," *rollo*, Vol. II, p. 216.

<sup>46</sup> Exhibit "E," *id.* at 47.

**WHEREFORE**, respondent Atty. Christina C. Paterno is **DISBARRED** from the practice of law, pursuant to Section 27, Rule 138 of the Rules of Court, as well as for violation of the Code of Professional Responsibility; and the notarial commission of Atty. Christina C. Paterno, if still existing, is perpetually **REVOKED**.

Let copies of this Decision be furnished the Office of the Bar Confidant to be appended to respondent's personal record. Likewise, copies shall be furnished to the Integrated Bar of the Philippines and all courts in the country for their information and guidance.

The Bar Confidant is hereby **DIRECTED** to strike out the name of Christina C. Paterno from the Roll of Attorneys.

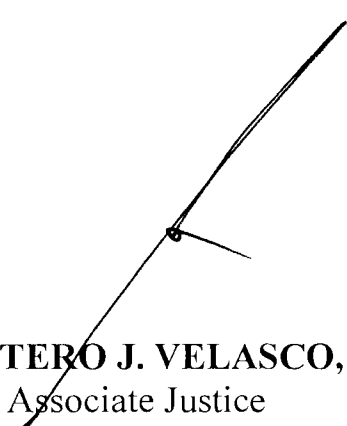
**SO ORDERED.**



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

On official leave

**ANTONIO T. CARPIO**  
Associate Justice



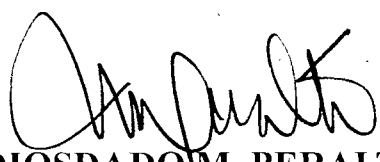
**PRESBITERO J. VELASCO, JR.**  
Associate Justice



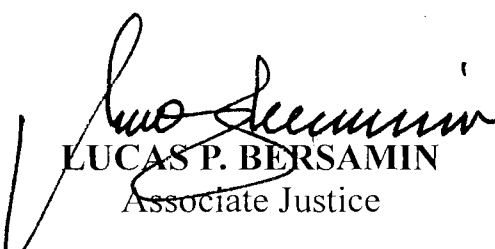
**TERESITA J. LEONARDO-DE CASTRO**  
Associate Justice




**ARTURO D. BRION**  
Associate Justice




**DIOSDADO M. PERALTA**  
Associate Justice



**LUCAS P. BERSAMIN**  
Associate Justice



  
**MARIANO C. DEL CASTILLO**  
Associate Justice

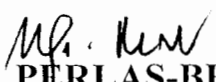
  
**ROBERTO A. ABAD**  
Associate Justice

  
**MARTIN S. VILLARAMA, JR.**  
Associate Justice

  
**JOSE PORTUGAL PEREZ**  
Associate Justice

  
**JOSE CATRAL MENDOZA**  
Associate Justice

  
**BIENVENIDO L. REYES**  
Associate Justice

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

  
**MARVIC MARIO VICTOR LEONEN**  
Associate Justice

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