



Republic of the Philippines

Supreme Court

Manila

SUPREME COURT OF THE PHILIPPINES
PUBLIC INFORMATION OFFICE

RECEIVED
DEC 26 2024

EN BANC

BY: 
TIME:

EDNA TAN MALAPIT,*

Complainant,

A.C. No. 11777

Present:

GESMUNDO, C.J.,
LEONEN,
CAGUIOA,**
HERNANDO,
LAZARO-JAVIER,**
INTING,****
ZALAMEDA,
LOPEZ, M.,
GAERLAN,
ROSARIO,
LOPEZ, J.,
DIMAAMPAO,
MARQUEZ,
KHO, JR., and
SINGH, JJ.

- versus -

ATTY. ROGELIO M. WATIN,

Respondent.

Promulgated:

October 1, 2024

X----------X

RESOLUTION

GAERLAN, J.:

This is an administrative Complaint¹ for disbarment against respondent Atty. Rogelio Watin (Atty. Watin) initiated by complainant Edna Tan Malapit (Edna) dated February 3, 2014 for unethical behavior in violation of the Code

* Also referred to as "Edna Malapit Tan" in some parts of the rollo.

** On leave.

*** On official business.

**** On official leave.

¹ Rollo, pp. 2-4.

of Professional Responsibility (CPR).

The Antecedents

Edna is the claimant of a parcel of land located at Mabini Extension, Digos City and covered by Tax Declaration² No. ARF No. 96-02-019-01655.³ She appointed Petronila Austria (Petronila) and her husband, Eduardo Austria (Eduardo), to oversee her land.⁴

In July 1994, Edna decided to sell portions of her lot.⁵ Hence, she made an agreement with Petronila to look for buyers with a 10% commission.⁶ As Petronila suggested, they went to see Atty. Watin for the preparation and notarization of the Special Power of Attorney (SPA)⁷ for her authority to sell.

Once the SPA was prepared by Atty. Watin, the same was then handed out to Edna, Petronila, and their witnesses, including Edna's husband, Cenon Tan (Cenon), for signature. Much to her surprise, Edna found out upon reading the SPA that Petronila was not only given an authority to sell the property, but the same also contained provisions authorizing her to sign the Transfer of Rights which was never agreed upon.⁸ Because of this, Edna refused to sign the SPA and demanded from Atty. Watin to revise the same. However, unknown to Edna, Atty. Watin notarized the SPA⁹ and the same appeared to be already signed by her.¹⁰

In 2002, when Edna and her husband went to visit their property in Digos City, they were surprised to see that there were already settlements therein. What shocked her further was when she found out through Petronila herself that she had already sold all the parcels of land. It was only then that she learned about the SPA executed on June 11, 1996 purportedly signed by her and allowing the transfer of all her properties to different persons by executing different Transfers of Rights.¹¹

Hence, on August 21, 2002, Edna filed an action against Petronila for Estafa through Falsification of Documents before the Office of the City

² *Id.* at 5-6.

³ *Id.* at 2.

⁴ *Id.* at 417.

⁵ *Id.*

⁶ *Id.*

⁷ *Id.* at 8.

⁸ *Id.* at 417.

⁹ *Id.* at 2.

¹⁰ *Id.* at 417.

¹¹ *Id.* at 418.

1

Prosecutor of Digos City.¹² Subsequently, on October 1, 2002, while the case was pending, Edna likewise filed a civil case against Petronila for Declaration of Nullity of Transfer of Rights before Branch 19 of the Regional Trial Court (RTC) of Digos City which was docketed therein as Civil Case No. 4201.¹³

On April 22, 2004, the City Prosecutor issued a Resolution finding probable cause that the crime of Forgery and six counts of Estafa have been committed by Petronila and Eduardo Austria.¹⁴ Thus, Informations¹⁵ were filed before the Municipal Circuit Trial Court (MCTC) in Digos City and was docketed as Criminal Case No. 241(04) where Atty. Watin was Petronila's counsel in both cases.¹⁶

Later, Edna discovered that even Atty. Watin's wife, Evangeline Watin (Evangeline), and two children, Ronald V. Watin (Ronald) and Richard V. Watin (Richard), also benefitted from the forged 1996 SPA through the subsequent execution of Transfer of Rights¹⁷ by Petronila using the bogus SPA.¹⁸ Allegedly, five lots with a total land area of 2,296 square meters out of the 22 lots that make up Lot 1620, Cad. 275 were transferred to Evangeline for PHP 60,000.00 through a Transfer of Rights¹⁹ dated November 29, 2001. Ronald, on the other hand, acquired a portion containing 666 square meters for PHP 15,000.00 through a Transfer of Rights²⁰ dated December 28, 2000, while Richard also acquired a portion of 600 square meters for PHP 15,000.00 through a Transfer of Rights²¹ dated December 28, 2000.

Likewise, despite the pendency of the cases assailing the validity of the 1996 SPA, Atty. Watin continued to notarize another Transfer of Rights²² in favor of Ariel Asturia (Ariel), Petronila's son, on June 16, 2004.²³ This allegation, however, was thwarted by the Certification²⁴ of the Office of the Clerk of Court of Davao del Sur stating that its records has no file copy of the said notarized Transfer of Rights.²⁵

For his part, Atty. Watin claimed²⁶ that the assertions made by Edna are plain harassment in the guise of filing an administrative case against him.

¹² *Id.*

¹³ *Id.*

¹⁴ *Id.*

¹⁵ *Id.* at 423, 424-425, 427-428, 429-430, 431-432.

¹⁶ *Id.* at 3.

¹⁷ *Id.* at 130-136.

¹⁸ *Id.* at 94.

¹⁹ *Id.* at 134-136.

²⁰ *Id.* at 130-131.

²¹ *Id.* at 132-133.

²² *Id.* at 137-138; also referred to as "deed of sale" in some parts of the *rollo*.

²³ *Id.* at 94.

²⁴ *Id.* ay 139.

²⁵ *Id.*

²⁶ *Id.* at 151-162. Respondent's Position Paper.

According to Atty. Watin, Edna already received the proceeds of the sale of her property through Petronila.²⁷ However, realizing that the value of her property subject of the SPA increased, she disowned even her own signature and further went to the extent of filing the present administrative case.²⁸

Atty. Watin narrated that when Edna went to see him on June 11, 1996, together with her husband and spouses Petronila and Eduardo, she explained to him her intention to grant an SPA to Petronila and Eduardo to sell their property in San Miguel, Digos, Davao del Sur, at PHP 15,000.00 per 600 square meter lot and to give them 15% commission if they would be able to sell the same.²⁹ At that time, Atty. Watin averred that there were squatters residing on the property and hence, only few would want to buy any portion of the land even at a low price.³⁰ When the final draft was done, Edna allegedly erased the name of Eduardo from the document using a white ink, which she later signed followed by Petronila and Edna's husband, Cenon.³¹

Further, Atty. Watin pointed out that the real owner of the subject property is actually Cenon as he was the one who allegedly acquired it when he was still unmarried.³² However, in order to keep the fact unknown to his parents, he transferred the title to Edna's name before they got married.³³ Atty. Watin also vehemently argued that the SPA is enforceable as there was even no court ruling annulling the same and that its genuineness was never questioned by Edna.³⁴ He also stressed that if there was indeed an irregularity in the SPA, why then does it bear the signature of Cenon and why did he never recant his admission in the affidavit that he signed the same?³⁵ According to Atty. Watin, Petronila even challenged Edna to have her signature in the SPA examined by a handwriting expert during one of the hearings of Civil Case No. 4201, but the latter refused. Atty. Watin reiterated said challenge and even expressed his willingness to share the cost with Edna in order to have her signature in the SPA examined by a handwriting expert.³⁶

Atty. Watin asserted that the present disbarment case was malicious and filed by Edna in bad faith. By way of counterclaims, Atty. Watin prayed that Edna be directed to pay actual damages amounting to PHP 10,000.00, as well as moral and exemplary damages, the amounts of which to be fixed in the sound discretion of the Integrated Bar of the Philippines (IBP).³⁷

²⁷ *Id.* at 154.

²⁸ *Id.* at 152.

²⁹ *Id.* at 153.

³⁰ *Id.* at 152.

³¹ *Id.* at 153-154.

³² *Id.* at 152.

³³ *Id.*

³⁴ *Id.* at 419.

³⁵ *Id.* at 159-160.

³⁶ *Id.* at 57.

³⁷ *Id.* at 59-60.

Moreover, Atty. Watin denied the allegation that he prepared and notarized another Transfer of Rights between Petronila and Ariel while the cases against Petronila were pending. This denial was corroborated by Ariel's Affidavit³⁸ dated November 4, 2015, where he declared under oath that when he went to Atty. Watin's office in June 2005, the latter was not around. He was entertained by his then office secretary, who asked the purpose of his visit. In response, Ariel told her to prepare a Transfer of Rights in his favor but not for Atty. Watin to notarize it. After the secretary "typed" the Transfer of Rights, Ariel was told to affix his signature. He was surprised when the secretary forged Atty. Watin's signature and asked for 0.5% of the amount, which he, nonetheless, paid. Before Ariel left Atty. Watin's office, the latter's secretary warned Ariel not to tell Atty. Watin that she forged his signature. Ariel had no idea why Edna was able to obtain a copy of the Transfer of Rights considering that he kept it for his own consumption only. Later, Ariel's attention was called when Atty. Watin denied notarizing the Transfer of Rights and so Ariel narrated to him how his former secretary forged his signature. When Ariel asked about the whereabouts of the secretary, Atty. Watin told him that he had terminated her many years ago because he discovered that she had been forging his signature.³⁹

To bolster his defense, Atty. Watin also submitted the following: (1) an affidavit⁴⁰ dated April 8, 2014, executed by Bernadette C. Tapic, his secretary who prepared the SPA; and (2) Petronila's affidavit⁴¹ dated April 8, 2014.

The Report and Recommendation of the IBP Commission on Bar Discipline

On October 3, 2014, Commissioner Rebecca Villanueva-Maala (Commissioner Villanueva-Maala) of the IBP Commission on Bar Discipline submitted her Report and Recommendation⁴² finding Atty. Watin guilty of misconduct. Giving weight and credence to the version of Edna, which was duly substantiated by evidence, Commissioner Villanueva-Maala likewise took note of the finding of the Office of the City Prosecutor of Digos that probable cause exists that signature of Edna in the SPA was forged and that Petronila committed several counts of estafa. Hence, Atty. Watin's assertion that the SPA is valid and enforceable has no leg to stand on.⁴³ Further, Atty. Watin's notarization of the Deed of Sale between Petronila and Ariel during the pendency of the cases questioning the SPA, along with the fact that his wife and

³⁸ *Id.* at 441-442.

³⁹ *Id.* at 441.

⁴⁰ *Id.* at 62-63.

⁴¹ *Id.* at 64-65.

⁴² *Id.* at 416-419. The October 3, 2014 Report and Recommendation in CBD Case No. 14-4115 was submitted by Commissioner Rebecca Villanueva-Maala of the Commission on Bar Discipline, IBP, Pasig City.

⁴³ *Id.* at 419.

sons subsequently benefited from the spurious SPA, warrants disciplinary sanction for misconduct.⁴⁴

The dispositive portion states:

PREMISES CONSIDERED, we respectfully recommend that respondent, ATTY. ROGELIO M. WATIN, be SUSPENDED for a period of TWO (2) YEARS from receipt hereof from the practice of law and as a member of the Bar.⁴⁵ (Emphasis in the original)

The Resolution of the IBP Board of Governors

On February 20, 2015, the Board of Governors of the IBP rendered a Resolution adopting the findings and recommendation of the Investigating Commissioner,⁴⁶ thus:

RESOLUTION NO. XXI-2015-166
CBD Case No. 14-4115
Edna Tan Malapit vs.
Atty. Rogelio M. Watin

RESOLVED to ADOPT and APPROVE, as it is hereby ADOPTED and APPROVED, the Report and Recommendation of the Investigating Commissioner in the above-entitled case, herein made part of this Resolution as Annex "A", and for notarizing a Deed of Sale executed by Petronila in favor of Ariel Austria despite the pendency of cases against Petronila involving the said SPA where Respondent was the defense counsel, Atty. Rogelio M. Watin is hereby SUSPENDED from the practice of law for two (2) years.⁴⁷ (Emphasis in the original)

Feeling aggrieved, Atty. Watin filed a Motion for Reconsideration⁴⁸ of the IBP's Resolution arguing that the Transfer of Rights executed by Petronila in favor of Ariel on June 14, 2004 which he himself notarized, was not executed during the pendency of the Estafa cases against the latter as Edna alleged in her complaint.⁴⁹

Later, in his Supplemental Motion for Reconsideration⁵⁰, Atty. Watin also denied being Petronila's legal counsel when the questioned Transfer of

⁴⁴ *Id.*

⁴⁵ *Id.*

⁴⁶ *Id.* at 286. The Notice of Resolution was issued by Nasser A. Marohomsalic, National Secretary of the Board of Governors, Integrated Bar of the Philippines, Pasig City.

⁴⁷ *Id.*

⁴⁸ *Id.* at 221-223.

⁴⁹ *Id.* at 221.

⁵⁰ *Id.* a 241-243.

Rights was executed and even pointed the lack of evidence pertaining to such allegation.⁵¹ He also claimed that when he confronted Ariel about the allegedly spurious Transfer of Rights, he found out that his signature was forged by his secretary who even asked money from Ariel.⁵² This same secretary was allegedly discovered to have been forging his signatures many times in the past.⁵³

The IBP Resolution on Atty. Watin's Motion for Reconsideration

On November 29, 2016, the Board of Governors of the IBP issued a Resolution⁵⁴ denying the Motion for Reconsideration filed by Atty. Watin, thus:

RESOLUTION NO. XXII-2016-634

CBD Case No. 14-4115

Edna Tan Malapit vs.

Atty. Rogelio M. Watin.

*RESOLVED to DENY the Motion for Reconsideration and AFFIRM respondent's SUSPENSION from the practice of law for a period of two (2) years, there being no new reason nor argument adduced to justify the reversal of the Decision of the Board of Governors.*⁵⁵ (Emphasis in the original)

The Court's Ruling

The Court adopts the IBP's findings and recommendation that Atty. Watin committed acts which would warrant the imposition of disciplinary sanctions against him.

At the onset, the Court notes that Edna's Complaint is anchored mainly on her allegation that her signature in the SPA was forged. It is settled that a disbarment proceeding is not the proper forum to resolve this matter as the sole issue to be addressed in this case is Atty. Watin's fitness to remain as a member of the Bar.⁵⁶ Stated differently, Edna's claim of forgery should be first established and determined in an appropriate civil or criminal proceeding, for it is only in such proceeding that the last word on the falsity or forgery can be uttered by a court of law with the legal competence to do so.⁵⁷

⁵¹ *Id.* at 242.

⁵² *Id.*

⁵³ *Id.*

⁵⁴ *Id.* at 459-460. The Notice of Resolution in CBD Case No. 14-4115 was issued by Arturo V. Sales, Jr., Secretary of the Board of Governors, Integrated Bar of the Philippines, Pasig City.

⁵⁵ *Id.*

⁵⁶ *See Siao v. Atup*, 875 Phil. 819, 826 (2020) [Per J. Inting, Second Division].

⁵⁷ *Id.*

Here, the Office of the City Prosecutor of Digos City is not a court of law. Thus, its determination of probable cause cannot be made the basis of any pronouncement on Atty. Watin's administrative liability under the Code of Professional Responsibility and Accountability (CPRA) relative to his notarization of the purportedly forged SPA. To be sure, absent any definitive ruling made by either the RTC of Digos City in Civil Case No. 4201 or the MCTC in Digos City in Criminal Case No. 241(04) as regards Edna's allegation of forgery, it is only prudent that the Court refrain from delving on said issue so as not to preempt the outcome of the aforementioned cases.

Besides, the subject SPA is a notarized and public document, which has in its favor the presumption of regularity. To overcome the presumed regularity of its execution, whoever alleges the contrary should present evidence that is clear, convincing, and more than merely preponderant.⁵⁸ In this case, Edna's mere denial of the genuineness of her signature is not sufficient to overcome the presumption of regularity in favor of the disputed SPA.

Corollary, a lawyer enjoys the legal presumption that he or she is innocent of charges against him or her until the contrary is proved. Likewise, being an officer of the court, he or she is presumed to have performed his duties in accordance with his or her oath.⁵⁹

Be that as it may, membership in the Bar is a privilege burdened with conditions.⁶⁰ Hence, *any wrongdoing, whether committed in a professional or private capacity of the lawyer, indicating unfitness for the profession justifies disciplinary action by the Court, as good character in an essential qualification for the admission to and continued practice of law.*⁶¹

Regrettably, Atty. Watin failed to live up to this standard.

*Atty. Watin is disqualified to notarize the SPA
in question*

Section 3, Rule IV of the 2004 Rules on Notarial Practice (2004 Notarial Rules) enumerates the instances when a notary public is disqualified from performing a notarial act:

⁵⁸ *Id.*

⁵⁹ *Aba, et al. v. Atty. De Guzman, Jr. et al.*, 678 Phil. 588, 599–600 (2011) [Per J. Carpio, Second Division].

⁶⁰ *Kelley v. Atty. Robielos III*, A.C. No. 13955, January 30, 2024 [*Per Curiam, En Banc*] at 4. This pinpoint citation refers to the copy of the Decision uploaded to the Supreme Court website.

⁶¹ *Id.* at 4–5.

Sec. 3 *Disqualifications*. — A notary public is disqualified from performing a notarial act if he:

(a) is a party to the instrument or document that is to be notarized;

(b) *will receive, as a direct or indirect result, any commission, fee, advantage, right, title, interest, cash, property, or other consideration, except as provided by these Rules and by law; or*

(c) is a spouse, common-law partner, ancestor, descendant, or relative by affinity or consanguinity of the principal within the fourth civil degree. (Emphasis supplied)

While the transfer of the five lots to Evangeline was done by Petronila and Eduardo in their personal capacity, nonetheless, records show that Petronila's transfer of Edna's rights over portions of the subject property to Ronald and Richard was a consequence of the purported SPA, which Atty. Watin notarized.

As aptly pointed out by Associate Justice Henri Jean Paul B. Inting, the prohibition under Section 3(b), Rule IV of the 2004 Notarial Rules covers not only direct benefits, but also indirect benefits as a result of the notarial act. It is elementary that what cannot be legally done directly cannot be done indirectly.⁶² Thus, the prohibition under Section 3(b), Rule IV of the 2004 Notarial Rules also covers a notary public's immediate family. Otherwise, said provision would be illusory if the immediate family of a notary public would be allowed to receive a commission, fee, advantage, right, title, interest, cash, property, or other consideration from his or her notarial act.

In turn, Atty. Watin's receipt of indirect benefits through his sons, Richard and Ronald, which resulted from his notarization of the questioned SPA constitutes a violation of Canon 1, Rule 1.01 of the CPR:

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.

Notably, the CPR has been expressly repealed by the new CPRA,⁶³

⁶² *Civil Service Commission v. Cortes*, 734 Phil. 295, 299 (2014) [Per J. Abad, Third Division].

⁶³ A.M. No. 22-09-01-SC, approved on April 11, 2023; Section 2 of the General Provisions reads:

Section 2. Repealing clause. — The Code of Professional Responsibility of 1988, Sections 20 to 37 of Rule 138, and Rule 139-B of the Rules of Court are repealed.

The Lawyer's Oath, as found in Rule 138 of the Rules of Court, is amended and superseded.

Any resolution, circular, bar matter, or administrative order issued by or principles established in the decisions of the Supreme Court inconsistent with the CPRA are deemed modified or repealed.

which shall be retroactively applied to all pending cases.⁶⁴ In any event, the requirement that lawyers must maintain a high standard of honesty and integrity subsists as can be culled from the following provisions of the CPRA:

CANON II PROPRIETY

A lawyer shall, at all times, act with propriety and maintain the appearance of propriety in personal and professional dealings, observe honesty, respect and courtesy, and uphold the dignity of the legal profession consistent with the highest standards of ethical behavior.

SECTION 1. *Proper conduct.* — A lawyer shall not engage in unlawful, dishonest, immoral, or deceitful conduct.

CANON III FIDELITY

Fidelity pertains to a lawyer's duty to uphold the Constitution and the laws of the land, to assist in the administration of justice as an officer of the court, and to advance or defend a client's cause, with full devotion, genuine interest, and zeal in the pursuit of truth and justice.

....

SECTION 2. *The responsible and accountable lawyer.* — A lawyer shall uphold the constitution, obey the laws of the land, promote respect for laws and legal processes, safeguard human rights, and at all times advance the honor and integrity of the legal profession. (1a)

As an officer of the court, a lawyer shall uphold the rule of law and conscientiously assist in the speedy and efficient administration of justice. (12a)

As an advocate, a lawyer shall represent the client with fidelity and zeal within the bounds of the law and the CPRA.

Clearly, it is the lawyer's duty to uphold the Constitution, obey the laws and promote respect for law and legal processes.⁶⁵ Likewise, lawyers are demanded not to engage in any unlawful or dishonest acts.⁶⁶

⁶⁴ Section 1 of the General Provisions of the CPRA states:

Section 1. *Transitory provision.* — The CPRA shall be applied to all pending and future cases, except to the extent that in the opinion of the Supreme Court, its retroactive application would not be feasible or would work injustice, in which case the procedure under which the cases were filed shall govern.

⁶⁵ *Manalang v. Atty. Buendia*, 889 Phil. 544, 553 (2020) [*Per Curiam, En Banc*].

⁶⁶ *Id.*

Atty. Watin is guilty of violating the conflict-of-interest rule

Canon 15.03 of the CPR admonishes that “[a] lawyer shall not represent conflicting interests except by written consent of all concerned given after a full disclosure of the facts.”⁶⁷ Conflict of interest exists when a lawyer represents inconsistent interests of two opposing parties, like when the lawyer performs an act that will injuriously affect his or her first client in any matter in which he or she represented the later client, or when the lawyer uses any knowledge he or she previously acquired from his or her first client against the latter. It is both unethical and unacceptable for a lawyer to use any information he or she gains during the lawyer-client relationship against his or her client.⁶⁸

The conflict-of-interest rule is now solidified by Section 13, Canon III of the CPRA, which states:

SECTION 13. *Conflict of Interest.* — A lawyer shall not represent conflicting interests except by written informed consent of all concerned given after a full disclosure of the facts.

There is conflict of interest when a lawyer represents inconsistent or opposing interests of two or more persons. The test is whether in behalf of one client it is the lawyer’s duty to fight for an issue or claim, but which is his or her duty to oppose for the other client.

Here, Atty. Watin had established a lawyer-client relationship with Edna when he prepared the SPA in question upon her request.⁶⁹ Subsequently, Atty. Watin represented Petronila, Edna’s opposing party in Civil Case No. 4201 and Criminal Case No. 241(04), where the common factual issue is Edna’s execution of the SPA that Atty. Watin prepared and notarized.⁷⁰ Evidently, Atty. Watin’s representation of Petronila transgressed the prohibition for lawyers on representing conflicting interests.

There is no substantial proof that Atty. Watin notarized the Transfer of Rights in favor of Ariel

True, the Transfer of Rights between Petronila and Ariel being a notarized document enjoys the presumption of regularity. It is a prima facie

⁶⁷ *RODCO Consultancy and Maritime Services Corporation v. Concepcion*, 906 Phil. 1, 14 (2021) [*Per Curiam, En Banc*].

⁶⁸ *Id.*, citing *Hierro v. Atty. Nava*, 868 Phil. 56, 63 (2020) [*Per Curiam, En Banc*].

⁶⁹ *Rollo*, pp. 55–56.

⁷⁰ *Id.* at 57.

evidence of the truth of the facts stated therein and a conclusive presumption of its existence and due execution. Evidence that is clear and convincing must be presented to overcome this presumption.⁷¹ In this case, no less than Ariel, in his Affidavit dated November 4, 2015, narrated the questionable circumstances that attended the preparation and notarization of the aforesaid Transfer of Rights. As between Edna and Ariel, the latter's account and admission deserve more credence.

To be sure, Ariel effectively admitted the defect in the notarization of the Transfer of Rights, which was executed in his favor. An admission against interest is the best evidence that affords the greatest certainty of the facts in dispute, based on the presumption that no man would declare anything against himself unless such declaration is true.⁷² Consequently, Ariel's admission against his interest overthrew the prima facie validity of the Transfer of Rights and demolished the presumption of its regularity. Notably, the negative Certification⁷³ from the Clerk of Court further negated Edna's accusation against Atty. Watin.

From the foregoing, there is no substantial evidence to support Edna's assertion that Atty. Watin notarized the Transfer of Rights in Ariel's favor. Thus, the Court need not belabor the issue of whether said document was executed before or after Atty. Watin entered his appearance as Petronila's counsel.

The proper penalties for Atty. Watin's infractions

Undeniably, Atty. Watin failed to comply strictly with the 2004 Notarial Rules. His transgression degraded the function of notarization and diminished public confidence on notarial documents. This and his intentional violation of the conflict-of-interest rule only show that Atty. Watin fell short of the high standards of morality, honesty, integrity and fair dealing required of lawyers.⁷⁴

Violation of the 2004 Notarial Rules, when attended by bad faith, and intentional violation of the conflict of interest rule are both serious offenses under the CPRA. Relative thereto, Canon VI, Sections 37 and 40 of the CPRA provide:

⁷¹ *Tamayao v. Lacambra*, 888 Phil. 910, 930 (2020) [Per J. Caguioa, First Division], citing *Spouses Santos v. Spouses Lumbao*, 548 Phil. 332, 349 (2007) [Per J. Chico-Nazario, Third Division].

⁷² *BP Oil and Chemicals International Philippines, Inc. v. Total Distribution & Logistic Systems, Inc.*, 805 Phil. 244, 260 (2017) [Per J. Peralta, Second Division].

⁷³ *Rollo*, p. 139.

⁷⁴ *Triol v. Atty. Agcaoili, Jr.*, 834 Phil. 154, 161 (2018) [Per J. Perlas-Bernabe, *En Banc*].

SECTION 37. Sanctions. --

(a) If the respondent is found guilty of a serious offense, any of the following sanctions, or a combination thereof, shall be imposed:

- (1) Disbarment;
- (2) Suspension from the practice of law for a period exceeding six (6) months;
- (3) Revocation of notarial commission and disqualification as notary public for not less than two (2) years; or
- (4) A fine exceeding [Php]100,000.00.

SECTION 40. Penalty for multiple offenses. – If the respondent is found liable for more than one (1) offense arising from separate acts or omissions in a single administrative proceeding, the Court shall impose separate penalties for each offense. Should the aggregate of the imposed penalties exceed five (5) years of suspension from the practice of law or [Php] 1,000,000.00 in fines, the respondent may, in the discretion of the Supreme Court, be meted with the penalty of disbarment.

If a single act or omission gives rise to more than one (1) offense, the respondent shall still be found liable for all such offenses, but shall, nonetheless, only be meted with the appropriate penalty for the most serious offense.

In several cases,⁷⁵ the Court has subjected lawyers who were remiss in their duties as notaries public to disciplinary sanction and imposed the following penalties: (1) revocation of notarial commission; (2) disqualification from being commissioned as notary public; and (3) suspension from the practice of law.

On the other hand, the Court had imposed the penalty of suspension from the practice of law for one year on lawyers who represented conflicting interests.⁷⁶ The imposition of the same penalty on Atty. Watin is likewise warranted in the present case.

⁷⁵ *Valdez v. Atty. Hipe*, A.C. No. 12443, March 14, 2022 [Per J. Perlas-Bernabe, Second Division] at 5. This pinpoint citation refers to the copy of the Decision uploaded to the Supreme Court website; *Lopez v. Atty. Ramos*, 890 Phil. 916, 933 (2020) [Per CJ. Peralta, *En Banc*]; *Sanchez v. Atty. Inton*, 866 Phil. 1, 13–14 (2019) [Per J. Perlas-Bernabe, *En Banc*]; *Sps. Chambon v. Atty. Ruiz*, 817 Phil. 712, 722 (2017) [Per J. Tijam, *En Banc*]; *Fire Officer I Sappayani v. Atty. Gasmen*, 768 Phil. 1, 9 (2015) [Per J. Perlas-Bernabe, *En Banc*].

⁷⁶ *Atty. Legaspi v. Atty. Fajardo*, 843 Phil. 364, 374 (2018) [Per J. Perlas-Bernabe, Second Division]; *Santos Ventura Hocorma Foundation, Inc. v. Funk*, 692 Phil. 502, 507 (2012) [Per J. Abad, Third Division]; and *Aniñon v. Atty. Sabinsana, Jr.*, 685 Phil. 322, 330–331 (2012) [Per J. Brion, Second Division].

4

Applying the foregoing, the Court deems it proper to impose upon Atty. Watin the penalty of suspension from the practice of law for an aggregate period of two years, revocation of his incumbent notarial commission, if any, and disqualification from being commissioned as a notary public for two years, *to be reckoned from the end of the two-year suspension from the practice of law.*

In this regard, Associate Justice Henri Jean Paul B. Inting explained that the successive, not simultaneous, service of the penalties of suspension from the practice of law and disqualification from reappointment as a notary public would be more purposeful as this would provide a stronger deterrence commensurate with a notary public's failure to perform his or her mandated duties under the 2004 Rules on Notarial Practice. Besides, reckoning the service of the penalty of disqualification from reappointment as a notary public from receipt of the Court's ruling would be pointless since a lawyer suspended from the practice of law cannot be appointed or commissioned as a notary public.⁷⁷

ACCORDINGLY, the Court finds respondent Atty. Rogelio M. Watin **GUILTY** of violating the 2004 Rules on Notarial Practice and the Code of Professional Responsibility and Accountability. He is meted the penalties of **SUSPENSION** from the practice of law for **TWO YEARS**, **REVOCAION** of his existing notarial commission, if any, and **DISQUALIFICATION** from reappointment as notary public for a period of **TWO YEARS**, which is to take effect after he has served the penalty of two-year suspension from the practice of law.

He is also **STERNLY WARNED** that a repetition of the same offense or similar acts in the future shall be dealt with more severely.

The suspension from the practice of law shall take effect immediately upon respondent's receipt of this Decision. He is **DIRECTED** to immediately file a Manifestation to the Court that his suspension has started, copy furnished all courts and quasi-judicial bodies where he has entered his appearance as counsel.

⁷⁷ Section 1, Rule III of the 2004 Notarial Rules provides:

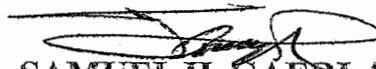
SECTION 1. *Qualifications.* – A notarial commission may be issued by an Executive Judge to any qualified person who submits a petition in accordance with these Rules.

To be eligible for commissioning as notary public, the petitioner:

- (1) must be a citizen of the Philippines;
- (2) must be over twenty-one (21) years of age;
- (3) must be a resident in the Philippines for at least one (1) year and maintains a regular place of work or business in the city or province where the commission is to be issued;
- (4) *must be a member of the Philippine Bar in good standing* with clearances from the Office of the Bar Confidant of the Supreme Court and the Integrated Bar of the Philippines; and
- (5) must not have been convicted in the first instance of any crime involving moral turpitude. (Emphasis supplied)

Let copies of this Resolution be furnished to the: (1) Office of the Bar Confidant, to be appended to respondent's personal record as an attorney; (2) the Integrated Bar of the Philippines for its information and guidance; and (3) the Office of the Court Administrator for circulation to all courts in the country.

SO ORDERED.



SAMUEL H. GAERLAN
Associate Justice

WE CONCUR:


ALEXANDER G. GESMUNDO
Chief Justice

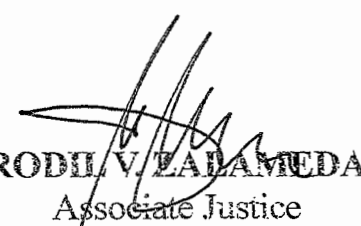

MARVIC M.V.F. LEONEN
Senior Associate Justice

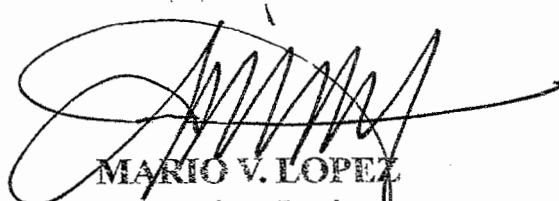
(On leave)
ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

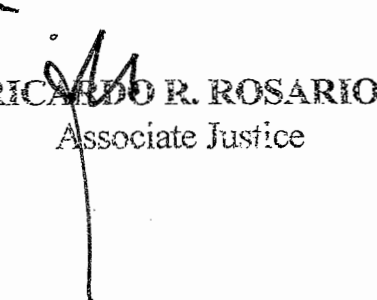

RAMON PAUL L. HERNANDO
Associate Justice


(On official business)
AMY C. LAZARO-JAVIER
Associate Justice

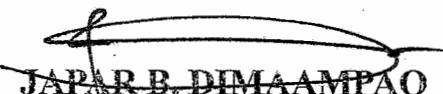
(On official leave)
HENRI JEAN PAUL B. INTING
Associate Justice

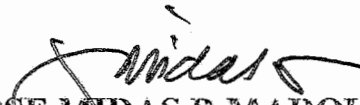

RODIL V. ZALAMEDA
Associate Justice



MARIO V. LOPEZ
Associate Justice

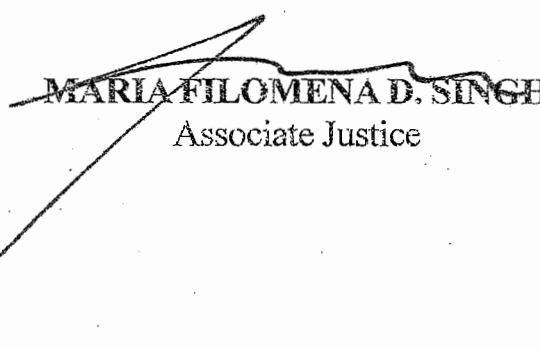

RICARDO R. ROSARIO
Associate Justice


JHOSEP Y. LOPEZ
Associate Justice


JAPAR B. DIMAAMPAO
Associate Justice


JOSE MIDAS P. MARQUEZ
Associate Justice


ANTONIO T. KHO, JR.
Associate Justice


MARIA FILOMENA D. SINGH
Associate Justice

D