

**\*\*Title:\*\*** Anita Reyes-Mesugas vs. Alejandro Aquino Reyes: A Case on the Cancellation of Notice of Lis Pendens

**\*\*Facts:\*\*** Anita Reyes-Mesugas (petitioner) and Alejandro A. Reyes (respondent) are siblings and heirs to Lourdes Aquino Reyes who passed away, leaving behind three parcels of land among other assets, with one particular lot being under contention, covered by Transfer Certificate of Title (TCT) No. 24475. Following Lourdes's death, respondent filed a petition for the settlement of the estate, citing irregularities by the heirs. This led to a compromise agreement on August 30, 2000, essentially partitioning the estate, which was approved by the Regional Trial Court (RTC) of Makati, Branch 62, through a decision dated September 13, 2000.

Several years later, on December 7, 2004, the petitioner sought to cancel the notice of lis pendens, tied to the aforementioned TCT due to the settlement's finality. Respondent opposed this, citing unfulfilled "side agreements" outside the compromise, particularly a right of way agreement. The RTC denied the petitioner's motion on January 26, 2006, and subsequent appeals and motions were also denied, leading to this petition in the Supreme Court.

**\*\*Issues:\*\***

1. Whether the compromise agreement effectively terminated the estate proceedings, thereby necessitating the cancellation of the notice of lis pendens.
2. The legitimacy of retaining the notice of lis pendens based on agreements not covered by the court-approved compromise.
3. The jurisdiction of the probate court over matters arising outside the compromise agreement.

**\*\*Court's Decision:\*\***

The Supreme Court sided with the petitioner. It reiterated that a compromise is a contract that once approved by the court, has the force of a judgment and is immediately executory, negating the need for an appeal. The court emphasized the limited jurisdiction of probate courts, stressing that they cannot adjudicate rights arising from external contracts, such as the aforementioned right of way agreement. Consequently, since the compromise did not include any provision about the right of way, any subsequent agreement to this effect was outside the purview of the probate court's jurisdiction.

The Court held that since the estate settlement proceedings were concluded with the

compromise agreement, the notice of lis pendens, meant to annotate pending litigations affecting the title to the property, should be cancelled. It based its decision on the premise that the continuation of the notice lacked legal basis since the probate court's approval of the compromise brought the estate proceedings to a close, thereby also deeming the notice of lis pendens canceled as per Section 77 of PD No. 1529.

**\*\*Doctrine:\*\***

The Supreme Court reaffirmed the doctrine that a compromise agreement, once approved by a probate court, carries the authority of a final judgment and is immediately executory, voiding the grounds for an appeal. Furthermore, it elucidated on the probate court's limited jurisdiction, emphasizing that its authority ends upon the resolution of the estate proceedings through a court-approved compromise, and does not extend to contracts or agreements formed outside the scope of these proceedings.

**\*\*Class Notes:\*\***

- A **\*\*compromise agreement\*\*** approved by the court has the force of a final judgment and is immediately executory.
- **\*\*Notice of Lis Pendens:\*\*** A legal notice to the public that a property is subject to a pending legal action. Can be cancelled post-judgment or upon the final disposition of a case that terminates any litigant rights related to the property.
- **\*\*Probate Court Jurisdiction:\*\*** Is limited to matters directly related to the settlement of an estate and does not extend to adjudicating on rights and agreements outside of this scope.
- **\*\*Finality of Probate Proceedings:\*\*** Upon approval of a compromise agreement in a probate case, the proceedings are deemed concluded, warranting cancellation of any notice of lis pendens related to the estate under dispute.
- **\*\*Presidential Decree (PD) No. 1529, Section 77:\*\*** Provides the mechanism for the cancellation of a notice of lis pendens post the final disposition of the case involving the property.
- **\*\*Section 4, Rule 90 of the Rules of Court:\*\*** Discusses the recording of court orders relating to estate partition in the registry of deeds.

**\*\*Historical Background:\*\***

This case reflects on the intricate challenges in the administration and partition of an intestate estate encompassing real property. It underscores the limitations of probate court jurisdiction, emphasizing the pivotal role of court-approved compromise agreements in resolving estate disputes and delineating the scope and execution of judgments in such matters. The decision reaffirms legal doctrines concerning the finality of court-approved

compromises and the application of *lis pendens* in the context of settled estate proceedings, highlighting its significance in Filipino jurisprudence related to property disputes and estate settlements.