

VICTORIANO ENRIQUEZ, PETITIONER, VS. BENEDICTO PADILLA AND HON. ALFONSO FELIX, JUDGE OF FIRST INSTANCE OF MANILA, RESPONDENTS.

G.R. No. L-782. September 17, 1946

Ponente: TUASON, J.

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TUASON, J.:

This is a petition for the mandamus to have the Honorable Alfonso Felix, Judge of the Court of First Instance of Manila, certify and approve the record on appeal in civil case No. 71066 of the court.

It appears that in the early part of December, 1941, the petitioner was given by Benedicto Padilla, one of the respondents, an option to buy a house and lot situated at No. 23 Tangab, Santa Mesa heights Subdivision, Quezon City, for P8,000. The prospective purchaser did not exercise this option within the prescribed period; he sought to do so 1945, after liberation of Manil. When the owner refused to execute a deed of sale on the ground that the period of option had expired, suit was brought on August 16, 1945.

During the pendency of the action, Andres Concepcion. Deputy Clerk, in an undated notice summoned the attorneys and their clients for a conference with the Judge who was taking cognizance of the case, on February 27, 1946, in his chamber, for an amicable settlement of the case. The parties and their respective attorneys having appeared on the designated date, proposals and counter-proposals were made, as a result of which Judge Felix rendered a decisio of the following tenor:

"After this case had been submitted for decision, the parties, assisted by their respective attorneys, appeared and informed the court that they have come to an understanding and entered into the following agreement:

"1. That the defendant Benedicto Padilla shall give, as he does give, the plaintiff an opportunity to purchase from him lot No. 6, block No. 166, of the Sta. Mesa Heights Subdivision, of an area of 240 square meters, together with the improvementd existing thereon, mmore particularly described in transfer certificate of title, No. 1711 of the Register of Deeds of Quezon City (Exhibit 4) and located at No. 23 Tangab, Santa Mesa Heights, Quezon City, at a price to be determined later in the manner hereinafter prescribed;

"2. That, in consideration of this attitude of the defendant, the parties to this case have agreed that a commission of assessors be appointed by the court to appraise and determine the actual and reasonable market price of the property mentioned in the preceding No. 1, and for this purpose they suggest the names of the following real estate brokers to compose said commission, to wit:

"Mr. Federico Calero

"Mr. Macario Arabejo

"Mr. M. S. Balatbat

"Mr. Pedro R. Revilla

"Mr. Cipriano Gonzales

"3. That these commissioners, separately and independently, shall immediately proceed to assess said property

and to submit their assessment in writing and under oath to this court not later than 30 days from the date of this decision;

"4. That for the services rendered by said commissioners they be requested to accept a compensation of P100 each, or P500 in all, the same to be apportioned by the parties in equal amount, and to meet this expense both plaintiff and defendant bind themselves to deposit with the Clerk of this court, within ten (10) days from the date of this decision, the sum of P250 each;

"5. That in the event that any of the commissioners should decline to accept the appointment, the parties shall immediately suggest to the court the names of other real estate brokers that might substitute and take the place of the commissioner who shall refuse to assist the parties and the Court in this case;

"6. That on the basis of the appraisals submitted by the commissioners and of the reasons given in their support, the court shall determine and fix the reasonable actual market value that the plaintiff shall have to pay as purchase price of said property, which decision shall be final and binding upon the parties;

"7. That the price thus fixed by the court shall be final, unappealable and binding upon the parties to this case;

"8. That, within 15 days from the receipt by the parties of the valuation made by the Court of the property in question, the defendant shall execute the corresponding deed of sale and conveyance of said property in favor of the plaintiff, who within the same period of 15 days and upon the execution of said deed shall fully pay to the defendant in cash the price fixed by the Court for the property;

"9. That the sum of P2,000. paid by the plaintiff in 1941 for the option granted him by the defendant and the sum of P200.00 recently delivered by the plaintiff to the defendant shall be applied to the payment of rents and said property from December 1, 1941, up to the date of his acquisition of said property, at the monthly rental of P80, with the exception of the period of the Japanese occupation of Manila (January of 1942 to January of 1945, inclusive), in which the rent shall be of P40, and the period from November 1, 1945, up to the time of the execution by the defendant of said deed of sale, in which the rent shall be the monthly sum of P192, equivalent to $\frac{1}{2}$ of 20 per cent of the assessed value of the property, which is P11,520;

"10. That as the sum of P2,200 referred to in the preceding paragraph is only sufficient to pay the rates of rents agreed upon up to September 30, 1945, the plaintiff shall pay to the defendant, not later than March 15, 1946, the sum of P848 as rents due for the last quarter of 1945 and for January and February of 1946, and shall continue to pay the monthly rent of P192 for March and succeeding months of this year (up to the date of his acquisition of the property), within the first ten (10) days of the month following that for which the rent shall become due and payable;

"11. That the provisions of paragraphs 9 and 10 hereof shall be complied with even in the case that plaintiff shall fail to purchase said defendant's property;

"12. That if, upon knowing the value of the property as fixed by this Court, the plaintiff shall be unwilling or unable to pay for the purchase price thereof, then the plaintiff shall waive any right that he may have to purchase defendant's property and shall vacate the premises within three months from the date that, in accordance with the provisions of paragraph 8 hereof, he should have purchased said property, unless the parties herein should enter into another lease agreement for the same;

"13. That the rent of said property for the period of three months referred to in the preceding paragraph shall be the same sum of P192 monthly, payable in the same manner as provided for in paragraph 10 hereof;

"14. That in case the plaintiff shall fail to purchase the property in question, then the defendant shall pay to the

plaintiff the sum of P500 for the grills placed by the latter in said premises;

"15. That the plaintiff does not claim to have any other improvement made in the premises;

"16. That both parties waive their right to appeal this case to the higher court; and

"17. That the parties submit this agreement for approval of the Court and pray that judgment be rendered in accordance with the terms thereof.

Wherefore, the court hereby approves the preceding agreement and, as prayed for, renders judgment in accordance with the terms thereof, without special pronouncement as to costs."

The five real estate brokers who had been appointed in line with the above decision submitted separate and independent reports of appraisal on different dates from March 14 to April 1, inclusive, 1946, and the respondent Judge on April 13 promulgated a supplementary decision which reads as follows:

"The Commissioners on Appraisal have already submitted their assessment of the market value of the property involved in this case, located at No. 23 Tangab, Santa Mesa Heights, Quezon City, covered by Transfer Certificate of title No. 1711 (Exhibit 4) of the Register of Deeds of Quezon City. The respective valuations made by the Commissioners of said lot, building and improvements thereon are as follows:

"1. Mr. Federico Calero

P12,000.00

"2. Mr. Macario Arabejo

16,000.00

"3. Mr. M.S. Balatbat

24,900.00

"4. Mr. Pedro A. Revilla

19,000.00

"5. Mr. Cipriano Gonzales

16,000.00

"Considering the grounds on which the respective valuations are made by the Commissioners and that Messrs. Arabejo and Gonzales coincide in the amount of P16,000; that the basis for their valuation is sound; and considering further the reasons adduced by Commissioners Calero and Revilla, and based on the average of the valuations submitted, that practically gives the same result, the Court, in conformity with the provisions of paragraphs 6 and 7 of the agreement of the parties embodied in the decision rendered in this case, hereby declares that the present and reasonable market value of the property in question is P16,000.

"Wherefore, let the parties comply with the provisions of paragraph 8 of their agreement as incorporated in said decision."

It is the appeal, from these decisions that the respondent Judge refused to allow, on the ground that they are unappealable by the terms of the parties' agreement.

We have held that "a judgment on compromise is not appealable and is immediately executory unless a motion is filed to set aside the compromise on the ground of fraud, mistake or duress, in which event an appeal may be taken from the order denying the motion." (Anita de los Reyes vs. De Ugarte, 75 Phil., 505; see also 2 Amer. Juris., 975.)

The pertinent parts of the petition are paragraphs V and VI which read as follows:

"That then and there, the respondent Judge called one of his stenographers and begun dictating a series of stipulations; after which dictation, the herein petitioner left the court in the belief that he would be furnished with a copy of the said stipulations for revision and whatever suggestion he might propose for the consideration of the said court and the adverse party to be incorporated in the proposed agreement;

"That contrary to his expectation, the respondent Judge rendered a decision dated February 27, 1946, based on the stipulations he had dictated to his stenographer without giving this representation an opportunity to revise or propose any amendment thereto and for this reason, this representation filed a motion for reconsideration on April 1, 1946, containing the suggestions he desired to propose as a part of the said stipulations; that he had not been furnished with, a copy of said stipulations; and had not in fact agreed to some of the conditions stated therein."

The main question presented to us for decision has to do with the truth or falsity of these allegations. It is entirely a question of fact.

The petitioner has attached to his petition only a copy of the notice of the deputy clerk of court above referred to. Among other papers lacking, copies of the motions for reconsideration and the court's orders denying them, which we would be curious to know and which might shed some light on the question at issue, are conspicuous by their absence. The copies of the decisions which have been transcribed herein have been furnished not by the petitioner but the respondents.

Under ordinary circumstances, we should be inclined to refer the matter to a commissioner for reception of evidence on the disputed facts. However, the petitioner has not made enough showing to warrant such procedure. In fact the petitioner has not only failed to make a prima facie case but some of his averments carry their own refutation or appear upon their face to be untenable.

There is no allegation in the petition denying the correctness of the passages in paragraphs 6 and 7 of the main decision, namely, that the parties had agreed that "the court shall determine and fix the reasonable actual market value that the plaintiff shall have to pay as purchase price of said property, which decision shall be final and binding upon the parties," and that "the price thus fixed by the court shall be final, unappealable and binding upon the parties to this case." We also gather from a reading of the petition an implied admission that a stipulation of facts to be embodied in the said decision was in truth made. And in impugning the decision, the petitioner does not now specify the parts thereof to which he says he did not agree. What he does is to make a general statement that he "had not in fact agreed to some of the conditions stated therein." But not even such unspecific imputation of errors appears to have been placed by him before the Judge who had signed the decision. Paragraph VII of the petition states that a motion for reconsideration was presented "containing suggestions and proposals to be incorporated in the proposed agreement. * * *"

The petitioner says that the Judge "began dictating a series of stipulations," after which he left Judge Felix's private chamber "in the belief that he would be furnished with a copy of said stipulations for revision and whatever suggestion he might propose for the consideration of the said court and the adverse party to be incorporated in the proposed agreement."

We are unable to believe this statement; it is illogical, contrary to what a normal person in petitioner's position would have done. Being vitally interested in the proceeding that was going on, it would have been unnatural for him to walk away before the proceeding was over or a definite understanding had been reached. It must be remembered at this juncture that the law was against the plaintiff in the main case, although he might have some equity on his side, and that the Judge endeavored to prevail upon the defendant Padilla to sell the questioned property to said plaintiff with a modification of some of the terms, primarily for his (petitioner's) benefit. Quite apart from all this, the presiding Judge, after having exerted efforts to have the parties come to an agreement could hardly have allowed the petitioner to leave the conference before a settlement had been concluded or before every hope for such a settlement had been given up. The insinuation that the Judge permitted the petitioner to quit the conference and agreed to send him a copy of the decision for him to muse and meditate upon, without setting a time within which the petitioner should make up his mind, does not seem plausible.

That the decision was the result of a definite and final agreement between the parties without reserving to either of them the right to retrocede or propose changes is borne out by the deposit by the petitioner of P250 representing one-half of the compensation to be paid the appraisers in accordance with paragraph 4 of the said decision. Proofs leading to the same result are the allegations in the answer of the respondents, not denied by the petitioner in his answer, that "under paragraph 9 (of the decision) petitioner inserted the sum of P200 which he had recently delivered to respondent owner," that "in paragraph 14 petitioner inserted the sum of P500 as the value of the grills lie had placed on the premises," and that one of the commissioners was named by him.

The petitioner's reaction, to the decision did not tie up with his assertion that it includes onerous conditions and terms to which he did not give his assent. We notice that he received a copy of the decision on March 12, according to his reply to the respondent's answer, if indeed he did not learn of it earlier. Yet he did not move, as far as his petition would show, until April 11 (he says April 1 in his petition)-a lapse of 29 days-when he filed a motion for reconsideration. And, as has been stated before, that motion for reconsideration did not appear to have pointed out any misstatements or inaccuracies in the decision; it was limited to proposing new matters for incorporation into the decision.

The most charitable view to take of the petitioner's case is that he was disappointed at the appraisals made by the real estate brokers and not because of any omission from the decision of essential particulars of the stipulations or inclusion therein of unapproved details. We are supported in this belief by the length of time it took the petitioner to file his first motion for reconsideration; by the fact that it was filed only after the submission of the last report of the appraisers, and by the fact that in another motion he suggested the appointment of a new set of appraisers to be composed of the city engineer, the city auditor and the city assessor, in lieu of the real estate brokers who had already finished the work entrusted to them, impeaching the technical qualifications of the latter, although, as above seen, one of them was of his own selection and lie had contributed one-half of the money which had been paid them as compensation.

It is unnecessary to decide whether the appeal was filed within or without the period provided by the Rules of Court, in view of the foregoing conclusion.

The petition is dismissed with costs against the petitioner.

Moran, C. J., Paras, Feria, Pablo, Hilado, Bengzon, and Briones, JJ., concur.

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