

**BELEN S. RODRIGUEZ AND JOSE S. SANTOS, JR., PETITIONERS, VS.
HON. FEDERICO ALIKPALA (PRESIDING JUDGE, BRANCH XXII,
COURT OF FIRST INSTANCE OF MANILA), FEDERICO TOLENTINO
AND FEL...**

G.R. No. L-38314. June 25, 1974

Ponente: CASTRO, J.

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CASTRO, J.:

Failing to levy on the properties of the respondents Federico and Felisa Tolentino because of a prohibitory judgment rendered by the respondent Court of First Instance of Manila in civil case 85998, the petitioners Belen S. Rodriguez and Jose S. Santos, Jr., have come to this Court on appeal by certiorari.

On August 19, 1971 the petitioner Rodriguez, assisted by her counsel, the petitioner Santos, filed an action, docketed as civil case 204601, with the city court of Manila against the spouses Manuel and Fe Rebollado for recovery of the sum of P5,320 plus interest, attorney's fees and costs. A writ of preliminary attachment was issued and served on the Rebollados at their store in Divisoria market. Fe Rebollado immediately communicated with the petitioner Santos, and later with the latter's client, the petitioner Rodriguez, to plead for time before the attachment was to be effectively enforced. Rodriguez agreed to cause the suspension of the attachment writ on condition that Fe Rebollado's parents, the now respondents Federico and Felisa Tolentino, would bind themselves, jointly and severally with the Rebollados, to pay the entire obligation subject of the suit. Felisa Tolentino who was then present agreed to this proposal, and so the petitioner Santos, at the request of the petitioner Rodriguez, drew up a motion for judgment on a compromise embodying the terms of the agreement of the parties. On the basis of the said motion, the city court, on August 14, 1971, rendered judgment, as follows:

"Parties herein submitted the following compromise agreement and prayed that judgment be rendered in accordance therewith:

"COMPROMISE AGREEMENT

XXX XXX XXX XXX

"1. That the defendants admit all the material allegations in the plaintiff's complaint and acknowledged their indebtedness to the plaintiff in the total amount of P5,980.00, which amount includes expenses of litigation;

"2. That in consideration of defendants acknowledging their said indebtedness and confessing judgment therefore, plaintiff has allowed defendants some consideration by allowing them to pay their above-stated account in the following manner, to wit:

a) the sum of P200.00 shall be paid upon the signing of this compromise agreement;

b) the remaining balance shall be paid in installment basis at the rate of P100.00 a week, payable every Saturday beginning August 28, 1971 and every Saturday of the week thereafter until fully paid.

"3. That in order to secure the prompt payment of the said obligations of the defendants, Federico Tolentino and Felisa Tolentino hereby bind themselves to pay jointly and severally with the defendants the said obligations, and in the event of default on the part of the defendants to pay any of the said installments when the same is already due, the judgment which may be rendered by virtue hereof as to full amount remaining unpaid, may likewise be executed as against the properties of Federico Tolentino and Felisa Tolentino;

"4. That failure on the part of the defendants to pay any one of the installments as above-scheduled shall render the remaining balance unpaid immediately due and demandable and the plaintiff shall then be entitled to the execution of the judgment which may be rendered by virtue hereof;

"WHEREFORE, judgment by COMPROMISE is hereby rendered pursuant to the foregoing agreement, enjoining strict compliance thereto by the parties."

The Rebollados subsequently failed to comply with the terms of the compromise, thus prompting the petitioner Rodriguez to ask the city court for a writ of execution not only against the Rebollados but as well against the Tolentinos. When this was granted, and later affirmed over the opposition of the Tolentinos, the latter brought an action for certiorari in the respondent Court of First Instance of Manila, docketed as civil case 85998, to enjoin the city court from enforcing any writ of execution against them. On December 20, 1973, after hearing duly had, the respondent court rendered judgment excluding the Tolentinos from the effects of the writ of execution granted by the city court in civil case 204601. It is this judgment that is the subject of the present appeal.

In excluding the Tolentinos from the effects of the judgment on a compromise rendered by the city court, the respondent court invokes two reasons: first, the dispositive portion of the judgment quoted above cannot be executed because it does not explicitly enjoin the Tolentinos to pay, jointly and severally with the Rebollados; the amount due to the plaintiff; and second, the city court never acquired jurisdiction over the persons of the Tolentinos and, therefore, the latter cannot be bound by the judgment rendered in civil case 204601.

The respondent court is in error on both counts.

1. The dispositive portion of the judgment in civil case 204601 of the city court approving the compromise and "enjoining strict compliance thereto by the parties" is adequate for purposes of execution. It is not unusual for the body of a judgment on a compromise to merely quote the words of the agreement that spell out the respective rights and obligations of the parties, since it is both unnecessary and improper for the court to still make preliminary adjudication of the facts and the law involved in the case.[1] These rights and obligations, although not reproduced in the dispositive portion of the judgment in obvious avoidance of repetition, are understood to constitute the terms under which execution may issue. Decisions of similar tenor, import and form have in the past been given effect by this Court.[2]

2. There is no question in the mind of the respondent court that the Rebollados and the Tolentinos freely and voluntarily entered into the compromise agreement which became the basis of the judgment of the city court. Be it remembered that neither the Rebollados nor the Tolentinos question the existence of the indebtedness of the Rebollados or the amount thereof. The respondent court heard the testimonies of the witnesses first hand and accorded no credence to the version of the Rebollados and the Tolentinos that Manuel and Fe Rebollado and Felisa Tolentino were made to sign the motion for a judgment on a compromise without being permitted to read its contents and, further, that Felisa Tolentino was induced to sign, too, the name of her husband without any authority from the latter. The respondent court analyzed the evidence at length and found that the involvement of the Tolentinos in the compromise agreement arose out of their natural filial concern for their daughter Fe whose inventories at Divisoria market were under imminent threat of levy and seizure. The respondent court, moreover, brooks no doubt, and we concur with it, that both the Rebollados and the Tolentinos understood the plain

unequivocal terms of the compromise agreement. And by assuming the roles of co-movants in the motion for a judgment on a compromise, the Tolentinos actively instigated the city court into giving its judicial imprimatur to the said agreement as well as their participation therein. Under the circumstances, the Tolentinos are estopped from denying the very authority they have invoked.[3]

Moreover, because they signed and executed the compromise agreement willingly and voluntarily, and, in a manner of speaking, with their eyes wide open, they should be bound by its terms. A person cannot, to paraphrase Justice Alejo Labrador, repudiate the effects of his voluntary acts simply because they do not suit him. In the very words of Justice Labrador, "in a regime of law and order, repudiation of an agreement validly entered into can not be made without any ground or reason in law or in fact for such repudiation." [4]

And even if we assume that estoppel does not apply in this case, we nonetheless cannot shunt aside the principle of equity that jurisdiction over a person not formally or originally a party to a litigation may nevertheless be acquired, under proper conditions, thru the voluntary appearance of that person before the court. Thus, judgment may be directed against one who, although not a formal party in the case, has assumed or participated in the defense.[5] By coming forward with the original litigants in moving for a judgment on a compromise and, furthermore, by assuming such interest in the final adjudication of the case as would place them in unequivocal liability, together with the Rebollados, to the plaintiff therein, the Tolentinos effectively submitted themselves to the jurisdiction of the city court. They were and are thus subject to its judgment.

ACCORDINGLY, the judgment a quo of December 20, 1973 is reversed, and the order of the city court of November 26, 1971 in civil case 204601, directing the release of the writ of execution against the Rebollado spouses and the Tolentino spouses, is hereby affirmed, with costs against the respondents Federico and Felisa Tolentino.

Makalintal, C.J., Teehankee, Makasiar, Esguerra, and Muñoz Palma, JJ., concur.

[1] Palarca vs. Barol de Anzon, L-14780, Nov. 29, 1960.

[2] Ibid.

[3] Quimpo vs. De la Victoria, L-31822, July 31, 1972, 46 SCRA 139; Crisostomo vs. Court of Appeals, L-27166, March 25, 1970, 32 SCRA 54; Pindangan, etc. vs. Dans, et al., L-14591, Sept. 26, 1962, 6 SCRA 14; Young Men's Labor Union etc. vs. The Court of Industrial Relations, et al., L-20307, Feb. 26, 1965, 13 SCRA 285; Mejia vs. Lucas, 100 Phil. 277. See also Castleberry vs. Bussey, 166 S.W. 14.

[4] Martin vs. Martin, L-12439, May 22, 1959, 57 O.G., No. 9, pp. 1588, 1590.

[5] Eagle Mfg. Co. vs. Miller, 41 Fed. 351; Dicks Press Guard Mfg. Co. vs. Bowen, 229 Fed. 193; Hoskins vs. Hotel Randolph Co., 211 N.W. 423; Crane vs. Cameron, 81 Pac. 480; Lessert vs. Krebs, 196 Pac. 1070; Schmidt vs. Louisville & N.R. Co., 35 S. W. 135, 36 S.W. 168; Independent Elevators vs. Davis, 217 N.W. 577; Schroeder vs. Hotel Commercial Co., 147 Pac. 417.

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