

POMPEYO L. PALARCA, PLAINTIFF AND APPELLEE VS. RESTITUTA BAROL DE ANZON, AND ARTURO ANZON, DEFENDANTS AND APPELLANTS.

G.R. No. L-14780. November 29, 1960

Ponente: REYES, J.B.L., J.

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REYES, J.B.L., J.:

On October 12, 1955, Atty. Pompeyo L. Palarca filed in the Court of First Instance of Davao a complaint against Restituta Barol de Anzon and Arturo Anzon for the recovery of P3,000.00 (allegedly representing the sum which the latter agreed to pay to the plaintiff for his professional services in the successful prosecution before the Bureau" of Lands of the defendants' Sales Application No. V-707), and to recover, also attorney's fees and damages. Defendants' answer contained admissions, denials, affirmative defenses and a counterclaim. Issues having thus been joined, the case was set for hearing on March 28, 1957, at which date the parties merely submitted a compromise agreement and sought judgment in accordance therewith. On the same day, the court rendered judgment, reciting as follows:

"When this case was called for trial today, the parties submitted the following compromise agreement which reads as follows:

'Come: now the parties in the above-entitled case, assisted by their respective counsels and to this Honorable Court respectfully submit the following compromise agreement for the consideration of this Court, to wit: ,:

1.—The defendants acknowledge and admit to be indebted to the plaintiff, in the amount of THREE THOUSAND PESOS (P3,000.00), which amount therein defendants, jointly and severally, agree and bind themselves to pay to said plaintiff, on or before July 1, 1958;

2.—That in addition to the- aforecited principal obligation, the herein defendants further bind themselves to pay to plaintiff by way of attorney's fees the sum of. Those Hundred Pesos (P300.00), in the following manner, to, : wit:

P100.00—on or before April 30, 1957

P100.00—on or before May 31, 1957

P100.00—on or before June 30, 1957;

3.—That the herein plaintiff hereby waives all further claims . against the defendants under their complaint in this case except as agreed upon "and stipulated in the foregoing paragraphs;

4.—That the defendants waive and renounce, and therefore ask for the dismissal of their counterclaim against herein plaintiff.

Wherefore, it is respectfully prayed of this Honorable Court to render judgment pursuant to the foregoing compromise agreement, without special pronouncement as to costs.

* * * * *

WHEREFORE, the Court hereby renders decision in this case pursuant to the above-quoted Compromise Agreement, advising the parties to comply strictly with the terms and conditions therein stipulated, without special pronouncement as to costs.

So ORDERED."

Because of defendants' failure to pay, the court, on plaintiff's, motion, issued on July 12, 1958 a writ for the execution of the judgment. From this order and another order dated July 26, 1958, denying their motion for reconsideration, "the defendants interposed the present appeal.

Appellants question in effect the validity of the judgment aforequoted, upon the contention that the lower court, in merely transcribing the compromise agreement, has failed to make findings of fact and conclusion of law in the decision, as the law requires. There is no merit in the argument. In contemplation of law, the court is deemed to have adopted the same statement of facts and conclusions of law made and resolved by the parties themselves in their compromise agreement; and their consent has rendered it both unnecessary and improper for the court to still make preliminary adjudication of the matters thereunder covered (see Vol. 3, Freeman on Judgments, sec. 1350, pp. 2773-2775). Decisions of similar tenor and form as the one under consideration have been given effect or upheld by us as in the cases of *Rivero vs. Rivero*, 59 Phil., 15; and *Enriquez vs. Padilla*, 77 Phil. 373. And as to the enforcement of such judgments, in one case we said:

"According to the legal provision cited above (art. 1809, Civil Code), a compromise may either be judicial or extrajudicial, depending upon whether its purpose be to terminate a suit already instituted or to avoid the provocation thereof. In the former case, the compromise is deemed judicial while in the latter extrajudicial.

Whether it be judicial or extrajudicial, a compromise has, with respect to the parties, the same authority as res judicata with the sole difference that only a compromise made in court may be enforced by execution, in accordance with the provisions of article 1816 of the Civil Code (now art. 2037). * * *." (*Ybleon vs. Sison*, 59 Phil. 281).

The case of *Saminiada vs. Mata*, 92 Phil., 426; 49 Off. Gaz., 77, cited by the appellants, finds no application in this case. As pointed out in a subsequent ruling, in the *Saminiada* case, the "judgment was not considered final because a commissioner designated by the parties was still to segregate from a disputed parcel of land the portion to be awarded to one of the parties and this Court said that 'for all practical purposes; the proceedings after the compromise agreement was a partition of real estate' which, according to the Rules, needed court approval" (*Bodiongan vs. Ceniza*, 102 Phil., 730; 54 Off. Gaz., [35] 8058). Here, however, the compromise agreement sufficiently discloses that defendants are indebted, jointly and severally, to the plaintiff in the amount therein stated and are willing to pay the same on the dates they themselves fixed. Nothing else was left to be done by the court, other than to enforce or execute its judgment based on the compromise. In other words, the decision was complete in itself.

It is urged that the lower court should have first ordered a hearing on whether or not there had been a compliance, total or partial, of the judgment awarding P3,000.00 to the plaintiff, before it ordered due execution thereof. That procedural recourse might have been proper if defendants had made any definite claim that they caused such payment to be made. Neither here nor in the court below, however, did they make any allegation to that effect. Moreover, the question of satisfaction of a judgment may be raised even during the process of execution and not necessarily prior to the issuance of the writ. It is thus clear that this appeal was interposed solely to delay payment of a just debt.

Wherefore, the orders appealed from are affirmed, with treble costs against the appellants.

Paras, C.J., Padilla, Bautista Angelo, Labrador, Concepcion, Barrera, Gutierrez David, Paredes, and Dizon, JJ.,

concur.

Orders affirmed.

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