

AGAPITO PAREDES AND LEONA GASO-PAREDES, PETITIONERS, VS. THE COURT OF APPEALS AND TEODORO LARIANES, RESPONDENTS.

G.R. No. L-34857. October 12, 1984

Ponente: MELENCIO-HERRERA, J.

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MELENCIO-HERRERA, J.:

This is a petition for review of the Decision of the then Court of Appeals in CA-G.R. No. 44276-R, which reversed the Order of the defunct Court of Agrarian Relations in Iloilo City and directed the issuance of a Writ of Execution based on an amicable settlement in said case.

Teodoro Larianes, private respondent herein, filed a Complaint for Illegal Ejectment and Damages in the then Court of Agrarian Relations of Iloilo City against the spouses Agapito Paredes and Leona Gaso-Paredes, petitioners herein (CAR Case No. 1239, Iloilo - 1962).

Private respondent alleged that he had been a tenant of a rice land with an area of two (2) hectares, more or less, situated at Cabatuan, Iloilo, by virtue of a verbal contract of tenancy entered into by him in 1958 with his relatives Emiliana Paredes-Tobias (owner of a 1/2 portion) and Joaquina Magbanwa (owner of a 1/4 portion), private respondent himself being the owner of the remaining 1/4 of the landholding; that in March 1961, petitioners acquired by purchase from private respondent and Joaquina Magbanwa their respective portions of the landholding in question thus making them the owners of a one-half portion, with the other half being owned by Emiliana Paredes-Tobias; that sometime in March 1962, petitioners, without any just cause, threatened to eject him without the conformity of their daughter Emiliana Paredes-Tobias; that private respondent's average yearly net produce in the landholding was 50 bultos or 100 cavans of palay, legal measure; that the sharing of the crop was 50-50; and that in view of the unlawful acts of petitioners, private respondent had to engage the services of counsel for the sum of P300.00.

On April 3, 1962, petitioners filed a Motion to Dismiss on the ground that they are not the owners of the landholding in question and that an indispensable party to the case, Emiliana Paredes-Tobias^[1], owner of a 1/2 portion, had not been impleaded. Dismissal was denied by the Trial Court in an Order, dated January 9, 1963, and petitioners were directed to file their Answer.

Upon motion by private respondent, the Trial Court declared petitioners in default for their failure to file said Answer. After receiving the evidence of private respondent ex-parte, the Trial Court rendered judgment by default against petitioners, as defendants below, on September 24, 1965, the dispositive portion of which reads:

"WHEREFORE, judgment is hereby rendered:

1. Ordering the herein defendants to reinstate plaintiff Teodoro Larianes to the landholding in question with an area of 2 hectares, more or less, situated at Barrio Janipa-an Central, Cabatuan, Iloilo;
2. Ordering the defendants to deliver to plaintiff Teodoro Larianes the quantity of 25 bultos of palay every agricultural year beginning in the agricultural year 1962-63 when he was ejected, until the time he is reinstated

to the landholding in question, or its equivalent in money at the current price per bulto of palay in the locality;
and

3. Ordering defendants to pay plaintiff the sum of P300.00 as attorney's fees."

Alleging finality of the judgment, private respondent filed a Motion for Execution. However, after moving for postponement of execution, petitioners filed, on December 18, 1965, a petition to set aside the Order of Default and for trial on the merits.

On March 12, 1966, while said petition was pending, the parties submitted the following:

"AMICABLE SETTLEMENT

"COME NOW the parties in the above-entitled case, assisted by their respective counsel, and unto this Honorable Court most respectfully manifest:

That judgment was rendered on the above-entitled case on September 24, 1965, and in satisfaction of the same the parties do hereby agree, to wit:

1. That the plaintiff shall be reinstated as tenant of the landholding (Lot No. 5056 of the Cadastral Survey of Cabatuan) subject of this case and shall continue to work thereon as long as he wishes except for a lawful cause;
2. That the defendants, by these presents, are deemed to have given possession of the said landholding to plaintiff as tenant;
3. That this settlement shall be considered as a complete satisfaction of the judgment in this case above-stated and the parties hereby release each other from any claim whatsoever by virtue of said judgment;
4. That by virtue of this agreement, the parties agree that the above-entitled case be considered closed.

WHEREFORE, premises considered, it is respectfully prayed of this Honorable Court that the above settlement be approved and that judgment in the above-entitled case be deemed completely satisfied.

Iloilo City, March 12, 1966.

(SGD.) TEODORO LARIANES

AGAPITO PAREDES & LEONA GASO-PAREDES

(Spouses)

By:

(SGD.) AGAPITO PAREDES

WITH MY CONFORMITY:

(SGD.) EMILIANA PAREDES-TOBIAS**(SGD.) SALVADOR L. TOBIAS**

Counsel for the Defendants

Cabatuan, Iloilo

(SGD.) MARIO P. BUENVENIDA

Counsel for the Plaintiff

Saenz Bldg. J.M. Basa St.,

Iloilo City"[2]

The Trial Court approved the Amicable Settlement in an Order, dated March 14, 1966, the dispositive portion of which reads:

"WHEREFORE, there being nothing contrary to law, morals, or public policy in the terms of said amicable settlement as prayed for, the same is approved and the parties are enjoined to abide by and comply with all its terms. The judgment dated September 24, 1965, is deemed completely satisfied and all other pending incidents in this case are deemed withdrawn."

In the meantime, on March 30, 1968, a certain Alberto Tobias is alleged to have repurchased the landholding from the petitioners[3] and he became the possessor of the landholding. He, too, refused to turn over possession to private respondent.

On May 12, 1969, claiming that he was allowed to enter the landholding for the year 1966 only and that thereafter he was already prevented from working the land, even by Tobias, private respondent filed a Motion for Execution against petitioners-defendants and their privies or successors-in-interest especially Alberto Tobias, for the delivery of possession and damages beginning the crop year 1967 and until possession is delivered.

Alberto Tobias opposed execution contending that he was not a party to the case nor to the Amicable Settlement and is, therefore, not bound by the same. Further, that there was nothing to execute inasmuch as the judgment had been fully satisfied.

Petitioners similarly maintained that no execution would lie because the judgment was superseded by the Amicable Settlement, which was considered in complete satisfaction of the judgment.

On August 1, 1969, the Trial Court denied execution in an Order reading:

"It appearing that decision in this case dated September 24, 1965 has already been satisfied as shown by the Order dated March 14, 1966 approving the amicable settlement submitted by the parties in satisfaction of the said decision, there remains nothing left in the case to be executed.

WHEREFORE, the motion for execution filed by plaintiff, through counsel, on May 12, 1969, is hereby denied."

From the foregoing Order, private respondent appealed to respondent Appellate Court, which found the appeal meritorious and which rendered judgment, the dispositive portion of which reads:

"WHEREFORE, the Order dated August 1, 1969 appealed from is hereby reversed and judgment is rendered directing the issuance of a writ of execution to enforce the judgment and amicable settlement in CAR Case No. 1239 of the Court of Agrarian Relations at Iloilo City, with costs against respondents-appellees."

Availing of Certiorari before us, petitioners contend that respondent Appellate Court erred: 1) in not dismissing the appeal for failure of the private respondent to serve notice of appeal, appeal brief and other appeal pleadings and papers upon the appellees-petitioners; 2) in not finding that it never acquired jurisdiction over the persons of the petitioners; 3) in not finding that private respondent had lost his right to appeal under the rule of res adjudicata; 4) in not finding that the lower Court's decision, dated September 24, 1965, cannot be executed; and 5) in not finding that enforcement of the lower Court's decision, dated September 24, 1965, would work injustice to petitioners-appellees.[4]

Petitioners' submissions are groundless.

1) A Motion to Dismiss Appeal on the same grounds as those alleged in (1) above[5] was filed before respondent Appellate Court, but the same was denied.[6] Petitioners' Motion for Reconsideration was similarly denied.[7] Petitioners-appellees could have asked for time within which to file their Brief after such denial, but they did not. It should also be noted that neither did they file their Answer before the Trial Court for which reason they were declared in default. Consequently, they cannot now be heard to complain that they were denied their day in Court, a situation brought about by their own inaction, particularly if, as they claim, they had strong and valid defenses.

2) Respondent Appellate Court must be held to have acquired jurisdiction over petitioners' persons since they appeared before said Court when they filed their Motion to Dismiss Appeal and their Motion for Reconsideration from the Resolution denying dismissal.

3) The loss of private respondent's right to appeal on the ground of res judicata is neither meritorious not only because it is raised for the first time in this Petition but also because the alleged Order of dismissal of CAR Case No. 1841, dated March 1, 1969, much less any other pleading in said case, do not form part of the records elevated to respondent Court nor to this Tribunal.

4) In so far as the issue of execution is concerned, we agree with respondent Appellate Court that when the terms of an amicable settlement are violated, as in the case at bar, the remedy of the aggrieved party is to move for execution.[8]

A compromise agreement is part and parcel of the judgment and may, therefore, be enforced as such by a Writ of Execution.[9] All, pursuant to Article 2041 of the Civil Code, which provides:

"Art. 2041. If one of the parties fails or refuses to abide by the compromise, the other party may either enforce the compromise or regard it as rescinded and insist upon his original demand."

5) We do not find any injustice caused petitioners-appellees by the enforcement of the Trial Court's judgment. They were signatories to the Amicable Settlement submitted to said Court on March 12, 1966. They are bound by the judgment rendered thereafter approving the same. The allegation that they are only vendees a retro and that the landholding was repurchased on March 30, 1968 was never brought out in their Motion to Dismiss Appeal filed before respondent Court on August 25, 1971.

Besides, irrespective of who may be in possession, the judgment of respondent Appellate Court is explicit in that "the writ of execution shall be against respondents (should read petitioners-appellees) and their privies".[10] As

said Court had explained, this is so "because a judgment is not confined to what appears on the face of the decision, but comprehends what is necessarily included therein or necessary thereto in order to make it effective".[11] As provided as well in the first paragraph of Article 2036 of the Civil Code, "a compromise comprises only those objects which are definitely stated therein, or which by necessary implication from its terms should be deemed to have been included in the same".

WHEREFORE, the judgment of respondent Appellate Court appealed from is hereby affirmed in toto. Costs against petitioners.

SO ORDERED.

Teehankee, Acting C.J., Plana, Relova, Gutierrez, Jr., and De la Fuente, JJ., concur.

[1] CAR Rollo, p. 75.

[2] Rollo, pp. 12-13.

[3] Private Respondent's Brief, Court of Appeals, p. 11.

[4] Brief for Petitioners, pp. 1-2.

[5] Rollo, Court of Appeals, p. 34.

[6] Ibid., p. 38.

[7] Ibid., p. 41.

[8] Zapanta vs. De Rotaeche, 21 Phil. 154 (1912); Valdez vs. Octaviano, 1 SCRA 744 (1961); and Tria vs. Lirag, 1 SCRA 1207 (1961).

[9] Serrano vs. Miave, 13 SCRA 461 (1965); and Osmeña vs. Court of Agrarian Relations, et al., 17 SCRA 828 (1966).

[10] Decision, p. 5.

[11] Perez vs. Evite, 1 SCRA 949 (1961); Salomon vs. Mendoza, 14 SCRA 867 (1965).

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