

FELIX LACSON, PLAINTIFF AND APPELLEE, VS. FELINA T. LOZADA, ET AL., DEFENDANTS, ANTONIO T. LOZADA, DEFENDANT AND APPELLANT.

G. R. No. L-18174. April 30, 1963

Ponente: BAUTISTA ANGELO, J.

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BAUTISTA ANGELO, J.:

Antonio T. Lozada and his wife obtained on July 12, 1950 from Felix Lacson a loan in the amount of P4,800.00, payable in one year, with interest of 12% per annum, secured by a mortgage on a lot situated in, Himamaylan, Negros Occidental, which however was not recorded in accordance with law.

The spouses Lozada having failed to pay the loan as agreed upon, Lacson impleaded them before the court of first instance of said province to collect the loan. The spouses filed their answer including a counterclaim, to which plaintiff filed a reply.

When the case was called for hearing, defendants' counsel informed the court that he was introducing as evidence a deposition of his client Lozada wherein he made an acknowledgment of the loan at which juncture plaintiff made the following manifestation: "that although the account of the defendants is more than P4,500.00, plaintiff is willing to accept P3,800.00 as their debt, as admitted by defendants in the deposition of Atty. Lozada, in order to terminate the case once and for all and in order to avoid unnecessary litigation, considering plaintiff's 81 years of age and infirmity." Whereupon, the court suggested to the parties the advisability of submitting a stipulation of facts. The parties readily obliged and forthwith submitted the desired stipulation. And on the basis of stipulation, the court a quo rendered judgment ordering defendants to pay plaintiff, jointly and severally, the sum of P3,800.00, without pronouncement as to costs.

Since the judgment does not contain any provision with regard to defendants' counterclaim, the latter filed a motion for reconsideration, but in view of plaintiff's opposition, it was denied. Hence the present appeal.

The stipulation of facts submitted by the parties reads as follows:

"AGREED STIPULATION OF FACTS

"Come now the defendants and the plaintiff, through their respective undersigned attorneys, and to this Hon. Court respectfully submit the following agreed statement of facts:

"1. That the defendants, particularly Atty. Antonio T. Lozada, in his deposition taken before Notary Public Regina C. Ordonez of Manila, dated May 23, 1959, on page 6 thereof, admitted that they are indebted to the plaintiff, in the sum of P3,800 after deducting the payment of P700 already made by them, which statement appears on page 6 of his deposition, viz:

"Q. "What is the balance of your account with the plaintiff?.

"A. After deducting the payment of P700.00, our account with the plaintiff is only P3,800.00.

"That the plaintiff although he claims that the account of the defendants due him is P4,800.00 which was later reduced by him (plaintiff) to P4,500.00, is now willing to accept the amount of P3,800 as admitted by the defendants as their indebtedness to the plaintiff in order to terminate this case once and for all and in order to avoid unnecessary and costly litigation, and further considering his 81 years of age, and infirmity.

"Wherefore, it is respectfully prayed that judgment be rendered strictly in accordance with the agreed stipulation of facts, without special pronouncement as to costs,"

As may be noted, the above stipulation was submitted in view of the readiness of the defendants to acknowledge their indebtedness as manifested in the deposition made by defendant Antonio T. Lozada, as well as the willingness of the plaintiff to terminate the case once and for all to avoid unnecessary litigation considering his advanced age, and his infirmity. Thus, in one of the paragraphs of the stipulation it appears that plaintiff agreed to accept a lesser amount than what in his opinion was owed to him by defendants "in order to terminate this case once and for all and in order to avoid unnecessary and costly litigation, and further considering his 81 years of age and infirmity." In said stipulation it was also prayed that judgment be rendered strictly in accordance therewith. There is nothing stated therein relative to the counterclaim interposed by defendants, nor have the latter made therein any reservation relative thereto.

There is, therefore, no basis for appellants' contention that the court a quo erred in denying their motion to have the case reopened so that they may have an opportunity to prove their counterclaim considering that the stipulation of facts was prepared and submitted to the court precisely to put an end to the litigation. Surely, if appellants really wanted to press their counterclaim despite the submission of said stipulation, why is it that they have not made therein a reservation to that effect? The fact is that they agreed to submit that stipulation because of their desire to put an end to the litigation and to obviate the necessity of submitting further evidence. This is especially so considering the nature of appellants' counterclaim which merely consists in an alleged harassment consequent upon the filing of the present action. But there is no such harassment for under the facts of record the institution of the action was justified.

Wherefore, the decision appealed from is affirmed, with costs against appellants.

Bengzon, C. J., Labrador, Concepcion, Reyes, J. B. L., Barrera, Paredes, Dizon, Regala and Makalintal, JJ., concur.

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