

**SPOUSES MARIA AND FERNANDO SAMBAJON, PETITIONERS, VS.
HON. JUDGE EDUARDO TUTAAN, PRESIDING JUDGE OF THE COURT
OF FIRST INSTANCE OF RIZAL, BRANCH V, QUEZON CITY, AND
MERRYLAND DE...**

G.R. No. L-43652. May 25, 1977

Ponente: AQUINO, J.

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AQUINO, J.:

On April 15, 1977, or before this Court's resolution of March 24, 1977 became final (the petitioners filed a motion for an extension up to April 30, 1977 within which to file a motion for reconsideration, which motion is hereby granted), the parties, assisted by their lawyers, submitted the following pleading:

"COMPROMISE AGREEMENT

"The PARTIES, assisted by their respective counsel, most respectfully submit the following stipulations:

"1. That petitioners recognize the validity of the redemption made by the private respondent of the property in question from the Government Service Insurance System in the amount of P298,558.90 without admitting the foreclosure of the GSIS to be valid;

"2. That petitioners recognize and admit that in redeeming the property from the private respondent, the amount of P328,345.20 did not include the payment of prior liens held by private respondent in the amount of P90,000.00 and which liens were evidenced by the three documents subject matter of the reformation case pending before the Court of First Instance of Rizal, Branch XXXI, Quezon City, entitled 'Maria N. Sambajon, et al., Plaintiff versus Merryland Development Corp., Defendant', docketed thereat as Civil Case No. Q-19557.

"3. With these admissions and for considerations hereunder discussed, the parties covenant that:

"1. For and in consideration of P90,000.00 paid by petitioners to the private respondent, P85,000.00 of which was in cash and P5,000.00 covered by postdated check, including the amount of P328,345.20 and the interest accrued thereon deposited with the City Sheriff, private respondent hereby relinquishes, cedes and waives all its rights and interests on the property of petitioners covered by Transfer Certificate of Title No. 80460 of the Register of Deeds of Quezon City and the improvements thereon and recognizes the absolute ownership and possession of petitioners thereof and that parties hereby waive and quitclaim any claim that they may have against each other over said property;

"2. Petitioners will move for the dismissal with prejudice of the following pending cases initiated by them:

"a. Civil Case No. Q-19557, Maria N. Sambajon, et al. versus Merryland Development Corporation, CFI, Quezon City, Branch XXXI;

"b. G.R. No. L-43652, Spouses Maria and Fernando Sambajon versus Hon. Eduardo Tutaan, et al. (the instant case);

"c. G.R. No. L-43622, Maria N. Sambajon and Fernando Sambajon, versus Hon. Court of Appeals, Hon. Judge Enrique Agana and Merryland Development Corporation;

"d. I. S. No. 76-10856, for perjury-Fernando A. Sambajon versus Adalia B. Francisco (Fiscal Reyes).

"3. Private respondent will recognize petitioners' actual and constructive possession of the property and neither will they take any steps to cause any disturbance of said possession by any means;

"4. Private respondent will also move for the dismissal with prejudice of the following pending cases initiated by it:

"a. Civil Case No. 4270-P, Merryland Development Corporation versus Maria N. Sambajon, et al., CFI, Pasay City, Branch XXVIII;

"b. Civil Case No. Q-20998, Merryland Development Corporation versus Atty. Vitaliano Valdellon, et al., CFI, Quezon City, Branch V;

"c. I. S. No. 76-7805-A for Estafa thru Falsification - Adalia Francisco versus Fernando Sambajon, Maria Sambajon and Francia Sambajon-Cecilio (Fiscal Reyes);

"d. I. S. No. 10101 Adalia Francisco versus Manuel Salak, Reynaldo Noval, Isagani Yambot, Maria Sambajon for Libel (Fiscal Reyes);

"e. All criminal and administrative cases against Judge Augusto Valencia, Presiding Judge, Court of First Instance of Rizal, Quezon City, Branch XXXI;

"f. Administrative case against F. Sambajon.

"5. The Parties further covenant that aside from their foregoing stipulations that neither has any other claim against each other and if there be any, that they renounce, waive and abandon forever any such other claims.

"WHEREFORE, premises considered, it is respectfully prayed that the Resolution of this Honorable Court dated March 24, 1977 be considered novated by the foregoing Compromise Agreement and thereafter that judgment be rendered in accordance therewith.

"Other reliefs just and equitable in the premises are similarly prayed for.

"Metropolitan Manila, April 13, 1977.

Sgd. Maria N. Sambajon MERRYLAND DEVELOPMENT

Typed MARIA N. SAMBAJON CORPORATION

- and - By:

Sgd. F. A. Sambajon Sgd. Adalia B. Francisco

Typed FERNANDO A. SAMBAJON Typed ADALIA B. FRANCISCO

President

Assisted by:

Sgd. A. G. Barredo, Jr. Sgd. Illegible

Typed ANTONIO G. BARREDO Typed VIRGILIO M. PABLO

Counsel for the Petitioners Counsel for the Private Respondent

2nd Floor, Sarmiento Building 1373 E. Rodriguez, Sr. Blvd.

Ayala Ave., Makati, Metro Manila Quezon City"

Finding the said agreement to be in accordance with law, the same is hereby approved.

As prayed for, this Court's resolution of March 24, 1977 is deemed novated by the said agreement.

The parties are enjoined to comply with the terms of the said agreement. No costs.

SO ORDERED.

Castro, C.J., Fernando, Teehankee, Makasiar, Antonio, Muñoz Palma, and Martin, JJ., concur.

Barredo, J., did not take part.

Concepcion, Jr., J., on leave.

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