

**J.V. DEVELOPMENT CORPORATION REPRESENTED BY ITS  
PRESIDENT-GENERAL MANAGER, PETITIONER, VS. JUAN CABULLO,  
DOMINADOR MUNGICAL AND MACARIO MUPAS, RESPONDENTS.**

*G.R. No. L-28733. September 30, 1971*

Ponente: MAKASIAR, J.

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**MAKASIAR, J.:**

In Civil Case No. Q-8487 of the Court of First Instance of Rizal, Branch IV, Quezon City, entitled "Juan Cabullo, et al., plaintiffs, vs. PHHC and J.V. Development Corporation, defendants," the trial court rendered on October 24, 1966 a decision in favor of the plaintiffs therein against the defendants declaring that the plaintiffs have preferential rights to purchase the portion of Lot No. 11 occupied by them and declaring as null and void the sales contract over said Lot No. 11 in favor of General Products Corporation, Antonio V. del Rosario and J.V. Development Corporation together with T.C.T. Nos. 52002, 63716 and 63717 (pp. 95-106, rec. on appeal, Annex "F"). From said decision, the defendants filed their notice of appeal on March 6, 1967 (p. 130-131, Annex "F", rec. on appeal).

In a resolution dated December 19, 1967, the Court of Appeals dismissed the appeal "for having been perfected out of time and for non-compliance with the provision of Section 6, Rule 41 of the Rules of Court in connection with Rule 50, Section 1 (a) and Rule 56, Section 1" (Annex "A", pp. 20-22, rec.). After their motion for reconsideration of the resolution of the Court of Appeals was denied in a resolution dated February 13, 1968 (Annex "B", p. 23, rec.), defendant-appellant J.V. Development Corporation filed on March 20, 1968 this petition for review by certiorari (pp. 29-37, rec.), followed by a motion for leave to file an amended petition for review and to admit the amended petition for review attached to said motion (pp. 52-69, rec.).

In a resolution dated April 15, 1968, We granted the motion for leave to file an amended petition for review and noted the contents of the amended petition for review and attached to said motion (p. 173, rec.).

In a resolution dated August 22, 1968, the petition for review was given due course (p. 214, rec.). On October 11, 1968, herein petitioner filed its brief (p. 221, rec.) and on January 20, 1969, herein respondents filed their brief (p. 238, rec.).

On April 15, 1969, the case was deemed submitted for decision (p. 240, rec.).

On September 11, 1971, the parties represented by their respective counsels filed a joint motion to dismiss on the ground that they have already settled their differences, attaching thereto a compromise agreement (Annex "A", pp. 259-262) and praying "that the judgment rendered in the above-entitled case be set aside and that the case be accordingly dismissed."

The amicable settlement, Annex "A", stipulates that:

"WHEREAS, J.V. DEVELOPMENT and People's Homesite and Housing Corporation (hereinafter called the PHHC), were co-defendants in Civil Case No. Q-8487 before the Court of First Instance of Rizal, (Quezon

City, Branch IV) by virtue of a suit filed by JUAN C. CABULLO and his co-plaintiffs, Dominador Mungcal and Macario Mupas;

"WHEREAS, after hearing the above-entitled case, the said court rendered a decision declaring T.C.T. No. 63717/T-322 in the name of J.V. DEVELOPMENT null and void, and ordering the PHHC to give CABULLO and his co-plaintiffs preferential rights over the respective portions occupied by them;

"WHEREAS, J.V. DEVELOPMENT Corp. appealed said decision to the appellate courts and is now pending in the Supreme Court and docketed as G.R. No. L-28733;

"WHEREAS, likewise during the pendency of this case, CABULLO'S co-plaintiffs, namely Macario Mupas and Dominador Mungcal, executed a quitclaim waiving all their rights and interests in their case in favor of J.V. DEVELOPMENT, a copy of which is hereto attached as Annex "A" and made an integral part hereof;

"WHEREAS, during the pendency of the said appeal, J.V. DEVELOPMENT and CABULLO reached an agreement wherein J.V. DEVELOPMENT agreed to turn over the portion consisting of 1,100 square meters occupied by CABULLO to the PHHC, and for the PHHC to award the same to CABULLO provided J.V. DEVELOPMENT is given a replacement of said portion by PHHC;

"WHEREAS, said compromise agreement was submitted to and approved by PHHC as evidenced by PHHC Board Resolution No. 1003, dated February 7, 1969 and confirmed under Board Resolution No. 306, dated December 17, 1970, copies of which are hereto attached to form as integral parts hereof;

"WHEREAS, said PHHC Board of Directors provide among others, that:

"a. The portion of Lot No. 11 now Lot 11-B Block B-9 of the PHHC North Bago Bantay Subdivision, Quezon City, covered by T.C.T.-134353 of the Register of Deeds of Quezon City will be returned by J.V. DEVELOPMENT to PHHC and PHHC shall thereafter award the same to CABULLO;

"b. That the portion of land formerly known as Lots 1, 2, 38 and 37 of the subdivision plan of Lot R.P. 3-B-4-B-2 (U.S. Navy Transmitter Station), now known as Lot 11 (LRC) Psd-104291 covered by TCT No. 148220 of the Register of Deeds of Quezon City, adjacent to Lot 11, Block B-9, Bago Bantay, Quezon City, subject matter of Civil Case No. Q-8487 where the PHHC was a party defendant, shall be awarded or given to J.V. DEVELOPMENT in replacement of the portion mentioned in the preceding paragraph;

"WHEREAS, the PHHC has signified its readiness to implement the aforesaid Resolution No. 1003, as in fact, it has offered to award and did award, to J.V. DEVELOPMENT CORPORATION a 1,100 square meters portion at the back of Lot 11, (LRC) Psd-104291 (formerly Lots 1, 2, 37 and 38 of the subdivision plan of Lot R.P. 3-B-4-B-2 U.S. Navy Radio Station) if said parcel is acceptable to J.V. DEVELOPMENT CORPORATION; copy of the letter of the General Manager of PHHC dated August 26, 1971 is hereto attached as Annex "B";

"WHEREAS, J.V. DEVELOPMENT CORPORATION has formally accepted the award of the PHHC in its favor of the above-described parcel of land specifically indicated in Annex "B" in its letter dated September 6, 1971 and received at the PHHC Office on the same date, copy of which letter is hereto attached as Annex "C", wherein it also reconveyed its rights and interests over the 1,100 square meters portion of Lot 11, Block 9, Psd-20171 which lot is to be awarded to Mr. JUAN C. CABULLO pursuant to the resolution;

"NOW, THEREFORE, for and in consideration of the foregoing premises and in order to terminate this case and at the same time give justice and equity to all concerned, said parties hereby agree, covenant and bind themselves to the following stipulations:

"That J.V. DEVELOPMENT shall execute a deed or Resale over that portion of Lot 11, now Lot 11-B, Block B-9 now covered by TCT No. 134353 of the Register of Deeds of Quezon City, containing an area of 1,100

square meters, in favor of PHHC, which portion shall be awarded to CABULLO, by virtue of a replacement by PHHC with a portion of Lot 11 (LRC) Psd-104291 (formerly lots 1, 2, 37 and 38 of the subdivision plan of Lot R.P. 3-B-4-B-2 U.S. Navy Radio Station) containing an area of 1,100 square meters, awarded to J.V. DEVELOPMENT CORPORATION." (Annex "A", pp. 259-262, rec.).

WHEREFORE, the foregoing compromise agreement, Annex "A", is hereby approved; the parties are hereby directed to abide by the terms of said compromise agreement; the judgment rendered by the Court of First Instance of Rizal in Civil Case No. Q-8487 dated October 24, 1966 and the resolutions of the Court of Appeals dated December 19, 1967 and February 13, 1968 are hereby set aside; and this case is hereby terminated, without costs.

Concepcion C.J., Reyes, J.B.L., Dizon, Makalintal, Zaldivar, Ruiz Castro, Fernando, Teehankee, Barredo, and Villamor, JJ., concur.

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