

**JOSE BRIONES, JR., PETITIONER, VS. COURT OF APPEALS,
HONORABLE RAFAEL S. SISON, PRESIDING JUDGE OF BRANCH
XXVII, COURT OF FIRST INSTANCE OF MANILA, SIXTH JUDICIAL
DISTRICT, JOSE...**

G.R. Nos. L-38663 and L-40740. May 11, 1978

Ponente: MAKASIAR, J.

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MAKASIAR, J.:

After the above-entitled cases were respectively submitted for decision on November 19 and November 3, 1975, the private parties, assisted by their respective counsel, filed on November 9, 1977 a joint motion to dismiss on the ground that they have reached an amicable settlement of their differences and that there are no more justiciable issues for the continuance of the cases.

Accordingly, by resolution of January 16, 1978, this Court required the private parties to submit a true copy of their compromise agreement, which they did. Said compromise agreement runs -

"COMPROMISE AGREEMENT

"This AGREEMENT entered into this 27th day of January, 1978 in the City of Manila by and between -

"JOSE C. BRIONES, JR., Filipino, of legal age, married, and presently residing at 1884-B M. Reyes, Bangkal, Makati, Metro Manila, hereinafter referred to as the PARTY OF THE FIRST PART

- and -

"JOSE E. P. CRUZ and PEDRO B. DE JESUS, Filipinos, both married and of legal age, with domiciles at 1118 Craig St., Sampaloc, Manila, and Butuan City, Agusan del Norte, respectively, and P. B. DE JESUS & CO., represented by its President and General Manager, and AGUSAN DEL SUR TIMBER CORPORATION, represented by its Vice-President, hereinafter referred to jointly as THE PARTY OF THE SECOND PART.

w i t n e s s e t h

"1. That they are private parties in Civil Case No. 90327 entitled 'JOSE E. P. CRUZ, PEDRO B. DE JESUS, P.B. DE JESUS & CO., INC. and AGUSAN DEL SUR TIMBER CORPORATION vs. THE EXECUTIVE

SECRETARY, ASSISTANT EXECUTIVE SECRETARY ROBERTO V. REYES, PRESIDENTIAL ADVISER ON FORESTRY MATTERS ANTONIO A. QUEJADO, THE SECRETARY OF AGRICULTURE AND NATURAL RESOURCES, THE ACTING DIRECTOR OF FOREST DEVELOPMENT, and JOSE C. BRIONES, JR.' (pending before the Court of First Instance of Manila, Branch XXVII), G.R. Nos. L-38663 and L-40740 both entitled 'JOSE BRIONES, JR. vs. THE COURT OF APPEALS, HON. RAFAEL S. SISON, Presiding Judge of Branch XXVII, Court of First Instance of Manila, Sixth Judicial District, JOSE E. P. CRUZ, PEDRO B. DE JESUS, P.B. DE JESUS & CO., INC. AND AGUSAN DEL SUR TIMBER CORPORATION' (both pending in the Supreme Court);

"2. That THE PARTY OF THE FIRST PART accepts and recognizes the validity of the decision in DANR Case No. 3139 of the Secretary of Agriculture and Natural Resources dated January 26, 1968 entitled 'PEDRO B. DE JESUS (De Jesus Logging Enterprises) vs. JOSE C. BRIONES, JR.';

"3. That THE PARTY OF THE FIRST PART accepts and recognizes the validity of the decision dated March 3, 1971 in DANR Case No. 3139 of the Office of the President, through then Acting Assistant Secretary for Legal Affairs PONCIANO G. A. MATHAY, affirming the aforesaid decision of the Secretary of Agriculture and Natural Resources in DANR Case No. 3139;

"4. That both the PARTY OF THE FIRST PART and THE PARTY OF THE SECOND PART accept as having become final, executory and unappealable the aforesaid March 3, 1971 decision of the Office of the President, through then Acting Assistant Executive Secretary Mathay;

"5. That THE PARTY OF THE FIRST PART accepts and recognizes the validity of T.L.A. No. 232 in the name of P.B. DE JESUS & CO., INC. with the inclusion thereto of a 6,975-hectare portion of the forest area formerly covered by expired timber license O.T. No. 738-'62 and, likewise, the validity of T.L.A. No. 273 (Prop.) with the inclusion of a 1,700-hectare portion thereof called PARCEL I thereto or CRUZ PORTION;

"6. That both THE PARTY OF THE FIRST PART and THE PARTY OF THE SECOND PART reject the validity of the March 23, 1973 decision in the same DANR Case No. 3139 of the Office of the President, through then Assistant Secretary for Administrative Affairs ROBERTO V. REYES; and that THE PARTY OF THE FIRST PART waives whatever rights, if any there be, that the said REYES decision may confer upon him;

"7. That both THE PARTY OF THE FIRST PART and THE PARTY OF THE SECOND PART hereby request all government offices and entities concerned to give cognizance of and assist in carrying out the tenor, terms and conditions of this COMPROMISE AGREEMENT.

"IN WITNESS WHEREOF, the parties hereby affix their respective signatures this 27th day of January 1978, together with those of their witnesses on each of the pages hereof.

"(SGD) JOSE C. BRIONES, JR.
Party of the First Part

Assisted by:

(SGD) NORBERTO J. QUISUMBING
Lawyers' Inn
Caliraya, Q.C.

"AGUSAN DEL SUR TIMBER CORPORATION
Party of the Second Part

By:

(SGD) JOSE E. P. CRUZ
Vice-President

Assisted by:

(SGD) ANTONIO V. RAQUIZA
Suite 505 Ermita Center Bldg.
Roxas Blvd., Ermita, Manila

"PEDRO B. DE JESUS
Party of the Second Part

-and

"P.B. DE JESUS & CO., INC.
Party of the Second Part

By:

(SGD) ERIBERTO B. MISA
President-General Manager

Assisted by:

(SGD) ARTEMIO A. ALEJO
3rd Floor ZETA BLDG.
Salcedo St., Legaspi Village
Makati, Metro Manila

"JOSE E. P. CRUZ
Party of the Second Part
(On his own behalf)
1118 Craig St., Sampaloc Manila"

It appearing from the records that only the Director of Forest Development interposes no objection thereto "subject however to the concurrence of the Solicitor General's Office and the requirements of existing and applicable forest policies, laws and regulations" (pp. 318, 323, Rec. of L-40740; pp. 1069, 1079, L-38663), this Court required the Solicitor General to comment on the same and to inform this Court if there is any objection thereto on the part of the other respondent public officials in Civil Case No. 9637 before the Manila Court of First Instance, but who are not respondents in these two cases at bar.

Conformably to the said resolution, the Solicitor General, acting thru Assistant Solicitor General Nathaniel P. de Pano, Jr. and Solicitor Leonardo I. Cruz, on March 29, 1978, submitted the following -

"C O M M E N T

"COME NOW the undersigned counsel, in compliance with this Honorable Court's Resolution, dated February 1, 1978, respectfully submit this comment:

"1. By the instant petition, petitioner Jose C. Briones, Jr. seeks the nullification of the Court of Appeals' decision, dated January 2, 1975, in CA-G.R. No. 03196-R (Annex A of the petition). Said decision held the petitioner to have no legal standing in Civil Case No. 90327, entitled 'Jose E. P. Cruz, et al., Petitioners, vs. The Executive Secretary, et al., Respondents', of the Court of First Instance of Manila (Branch XXVII), after having been declared in default therein;

"2. Petitioner and the respondents Jose E. P. Cruz, Pedro B. de Jesus, P.B. de Jesus and Co., Inc. and Agusan del Sur Timber Corporation, now seek to dismiss the instant petition, on the ground that they have entered into a compromise agreement on January 27, 1978 (served upon the Office of the Solicitor General on March 20, 1978), the salient portions of which are quoted hereunder:

"xxx xxx xxx"

"3. The instant petition, therefore, by virtue of the participation of petitioner Jose C. Briones, Jr., in the aforementioned compromise agreement, has become moot and academic and should, consequently, be dismissed;

"4. It should be pointed out, however, that the said compromise agreement will have no binding effect as against the Secretary of Natural Resources, the Executive Secretary and the Director of Forest Development who are not parties in the instant case, nor participants in the aforesaid compromise agreement. The compromise agreement thus binds the parties thereto, exclusively, and suffices for the dismissal of the present petition. It does not, however, foreclose the Secretary of Natural Resources, and the Office of the President from asserting their rights vis-a-vis the same compromise agreement before the trial court where the main case is pending.

"CONCLUSION

"The undersigned counsel express the view that the instant case, by reason of the execution of the compromise agreement which was participated in by no less than the herein petitioner, Jose C. Briones, Jr., may be dismissed for being moot and academic.

"The subject compromise agreement, however, cannot, and does not, bind the Office of the President and the Secretary of Natural Resources who are not parties in this case, nor participants in the said compromise agreement, especially in the light of subsequent decrees and other laws relative to forest development and conservation. Thus, the dismissal of this case, based on the said compromise agreement, must be without prejudice to the rights of the Republic, as the same does not have a binding effect against the Office of the President and the Secretary of Natural Resources."

Neither the Solicitor General nor the Director of Forest Development asserts that the aforesaid compromise agreement is contrary to law, public order, public policy or morals.

However, the Director of Forest Development qualifies his conformity to the compromise agreement that the same is subject to "the requirements of existing and applicable forest policies, laws and regulations."

The Solicitor General, on the other hand, stresses that the said compromise agreement should not bind the Office of the President and the Secretary of Natural Resources who are not parties in these two cases.

WHEREFORE, THE COMPROMISE AGREEMENT EXECUTED ON JANUARY 27, 1978 BETWEEN PETITIONERS AND THE PRIVATE RESPONDENTS IN THESE TWO CASES IS HEREBY APPROVED, AND THE PARTIES ARE ENJOINED TO ABIDE BY AND TO COMPLY WITH THE TERMS THEREOF.

THE SAID COMPROMISE AGREEMENT SHALL NOT BIND THE OFFICE OF THE PRESIDENT AND THE SECRETARY OF NATURAL RESOURCES AND SHALL ALWAYS BE SUBJECT TO THE REQUIREMENTS OF THE APPLICABLE FOREST LAWS, POLICIES AND REGULATIONS.

THESE TWO CASES ARE HEREBY DISMISSED, CLOSED AND TERMINATED. NO COSTS.

Teehankee, (Chairman), Santos, Fernandez, and Guerrero, JJ., concur.

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