

SARBRO & COMPANY, INC., PLAINTIFF-APPELLEE, VS. BRIGIDA VILLANUEVA VDA. DE GARCHITORENA, AND THE REGISTER OF DEEDS OF THE PROVINCE OF COTABATO, DEFENDANTS, BRIGIDA VILLANUEVA V...

G.R. No. L-33141. July 06, 1973

Ponente: ESGUERRA, J.

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ESGUERRA, J.:

This case was certified for decision by the Court of Appeals through the latter's resolution of January 12, 1971, for the reason that only questions of law are involved. It was accepted by this Court through its resolution of February 8, 1971, and docketed as G. R. No. L-33141. There-upon the case was submitted for decision.

On June 29, 1973, both parties through their respective counsel, San Juan, Africa, Gonzales & San Agustin, for the plaintiff-appellee, and Baizas, Alberto & Associates, for the defendant-appellant, Brigida Villanueva Vda. de Garchitorea, deceased, substituted by Dr. Senen L. R. Asuan, Administrator of her Estate, submitted a "JOINT MOTION FOR APPROVAL OF COMPROMISE AGREEMENT", dated June 28, 1973, with the compromise agreement attached thereto as Annex "A", which motion with the compromise agreement reads as follows:

**"JOINT MOTION FOR APPROVAL
OF COMPROMISE AGREEMENT**

"COME NOW the plaintiff-appellee and defendant-appellant, Senen L. R. Asuan, in his capacity as administrator of the Estate of Brigida Villanueva Vda. de Garchitorea, through their respective undersigned counsel, and to this Honorable Court most respectfully state:

"1.

That on August 21, 1972, they have signed and executed a Compromise Agreement which finally settles the controversy subject matter of the above-entitled case; subject, however, to the approval of the agreement by the Court of First Instance which has jurisdiction over the Estate of the late Brigida Villanueva Vda. de Garchitorea under Special Proceedings No. 76765; copy of the said Compromise Agreement is hereto attached as Annex 'A' and made an integral part hereof;

"2.

That the Court of First Instance of Manila, in Special Proceedings No. 76765 has approved the Compromise Agreement (Annex 'A' hereof) in an Order dated June 20, 1973, certified true copy of which is hereto attached as Annex 'B' and made an integral part hereof;

"3.

That as a consequence of the Compromise Agreement wherein the Estate of Brigida Villanueva Vda. de Garchitorena has relinquished and abandoned its claim over the parcel of land covered by TCT No. 5214 in favor of herein plaintiff-appellee, there is no more obstacle to the registration of the Deed of Sale with Mortgage, Exhibit 'F'.

"WHEREFORE, it is most respectfully prayed that judgment be rendered in accordance with the terms of the Compromise Agreement (Annex 'A' hereof) and, further, that the Register of Deeds of Cotabato be ordered to accept and give due course to the registration of the Deed of Sale with Mortgage, Exhibit 'F'.

"The parties further pray for such other relief which this Honorable Court may deem just and equitable under the premises.

Manila, Philippines,

June 28, 1973.

"SAN JUAN, AFRICA, BAIZAS, ALBERTO

GONZALEZ & SAN & ASSOCIATES

AGUSTIN

"By: By:

(illegible) (illegible)

"Counsel for Counsel for

the Plaintiff-appellee Defendant-appellant

4th Floor, Traders Commercial Senen L.R. Asuan

Bank Bldg., Aduana,

Intramuros, Manila

"ANNEX 'A'

COMPROMISE AGREEMENT

"This Compromise Agreement entered into by and between -

The ESTATE OF THE LATE BRIGIDA V. VDA. DE GARCHI-TORENA here represented by the duly appointed Court administrator DR. SENEN L. R. ASUAN, Filipino, of legal age, and resident of No. 1912 NDC Compound, Sta. Mesa, Manila, hereinafter referred to as the CLAIMANT;

a n d

SARBRO & CO., INC., a domestic corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at Sarmiento Building, II, Pasong Tamo Ext., Makati, Rizal, here represented by its President MR. PABLO S. SARMIENTO, also Filipino, of legal age, and with post office address at Sarmiento Bldg. II, Pasong Tamo Ext., Makati, Ri-zal, hereinafter referred to as the COMPANY;

W I T N E S S E T H :

"WHEREAS, the CLAIMANT is the de-fendant-appellant and the COMPANY the plain-tiff-appellee, in Case No. G. R. No. L-133141 of the Supreme Court entitled 'Sarbro & Co., Inc., plaintiff-appellee versus Brigida Villa-nueva Vda. de Garchitorena et al., defendants-appellants', which is an appeal from the decision of the Court of First Instance of Cotabato in Civil Case No. 1849;

"WHEREAS, the CLAIMANT and the COMPANY have agreed to settle the said case amicably;

"NOW, THEREFORE, for and in consider-ation of the foregoing premises and the terms and conditions following hereunder, the parties hereto agree:

"1.

That in consideration of the sum of TEN THOUSAND (P10,000.00) PESOS, Philip-pine Currency, in hand paid by the COMPANY to the CLAIMANT, receipt whereof in full is hereby acknowledged by the CLAIMANT, the CLAIMANT hereby QUITCLAIMS, RELINQUISHES, ABANDONS and CEDES over to the COMPANY all and whatever claims it may have over the parcel of land subject-matter of the case afore-mentioned covered by Transfer Certificate of Title No. 5214, and more particularly des-cribed as follows, to wit:

TRANSFER CERTIFICATE OF
TITLE No. T - 5214

"A parcel of land with buildings and improvements thereon, situated in the Barrio of Panay, Municipality of Parang; Bounded on the N. and NE. by the Polloc-Amadeo Trail; on the SE. by Public Land and Sangay Creek; on the W. by properties of the Heirs of Alejandro Garcia and Fructuoso Soro; and on the NW. by properties of Tomas Torres and Filoteo Ventura and the Banasila Creek. Beginning at a point marked '1' on the plan, being S. 41 deg. 46' W., 395.26 m. from underline of the Water Tank. Parang, thence S. 80 deg. 47'E. 72.05 m. to point "2"; thence N. 84 deg. 43'E., 121.47 m. to point "3"; thence S. 85 deg. 05'E., 134.82 m. to point "4"; thence S. 24 deg. 03'E. 424.26 m. to point "5"; thence S. 44 deg. 42. 'E., 265. 04 m. to point "6"; thence S. 61 deg. 18' W., 2088.62 m. to point "7"; thence N. 3 deg. 34'W., 267.50 m. to point "8"; thence N. 4 deg. 42'E., 757.65 m. to point "9"; thence N. 62 deg. 41'E., 1239.06 m. to point of beginning. Contain-ing an area of ONE MILLION FIVE HUND-RED AND EIGHTEEN THOUSAND FIVE HUNDRED AND THIRTY-ONE SQUARE METERS (1,518,531) more or less. All points referred to are indicated on the plan and on the ground points "1" to "4" are marked by cement monuments, points "5", and "6" and "9" by posts, point "7" by a stone monument and "8" by a hub; bearing true, declination 2 deg. 14'E; date of survey, Dec December 16, to 22, 1913."

to the COMPANY, its successors and assigns, in perpetuity;

"2.

That the CLAIMANT hereby binds itself to execute and sign the necessary papers, documents, and/or court pleadings toward the end that the above-entitled case may be finally terminated without awaiting the Supreme Court's adjudication on the merits thereof;

"3.

The COMPANY waives the costs which Brigida V. Vda. de Garchitorena was ordered to pay to it under the

decision of the Court of First Instance of Cotabato subject of the aforesaid appeal;

"4.

It is expressly understood that this Compromise Agreement shall be submitted and subject to the approval of the Court of First Instance of Manila in Spec. Proc. No. 76765 entitled "Intestate Estate of the late Brigida V. Vda. de Garchitorena".

"IN WITNESS WHEREOF, the parties have signed these presents this 21st day of August, 1972 at Makati, Rizal, Philippines.

ESTATE OF BRIGIDA SARBRO & CO., INC.

V. VDA. DE GARCHITORENA

BY: BY:

(SGD) DR. SENEN (SGD) MR. PABLO S.

L. R. ASUAN SARMIENTO

Administrator President

Signed in the presence of:

(illegible) (illegible)

A C K N O W L E D G M E N T
REPUBLIC OF THE PHILIPPINES)
PROVINCE OF RIZAL) S . S.
MUNICIPALITY OF MAKATI)

BEFORE ME, a Notary Public for and in the Province of Rizal, personally came and appeared:

NAME

RES. CERT. NO.

DATE/PLACE

OF ISSUE

SENEN L. R

A – 205213

Jan. 20/72 – Manila

ASUAN as

Administrator

B- 900479

Mar. 28/72 – Manila

of the Estate

of the deceased

Brigida V. Vda.

de Garchitorena

PABLO S.

A-3717806

Jan.10/72 – Makati -Rizal

SARMIENTO

President of:

SARBRO & CO., INC.

C -1703

May 22/72

Makati- Rizal

known to me and to me known to be the same persons who executed the foregoing Compromise Agreement consisting of three (3) pages, including this page on which the acknowledgment is written duly signed by the parties and their instrumental witnesses on each page, and who acknowledged to me that the same is their free and voluntary act and deed and that of the entities they represent.

WITNESS MY HAND AND NOTARIAL SEAL this 21 day of August, 1972 at Makati, Rizal, Philippines.

(Sgd.) illegible

NOTARY PUBLIC

Until December 31, 1972

PTR No.

Issued at

On

Doc. No. 439

Page No. 68;

Book No. I;

Series of 1972."

The said compromise agreement had been previously approved by the trial court in its order of June 20, 1973, which is attached to the motion as Annex "B". The order reads as follows:

"REPUBLIC OF THE PHILIPPINES
COURT OF FIRST INSTANCE OF MANILA

BRANCH II

IN THE MATTER OF THE
INTESTATE ESTATE OF
BRIGIDA GARCHITORENA
SP. PROC. No. 76765

MARIANO GARCHITORENA, JR.,
and CRISTINA GARCHITORENA,
Petitioners.

" O R D E R

Acting on the MOTION TO APPROVE COMPROMISE AGREEMENT dated September 11, 1972, filed by the Administrator, thru counsel, which the Court finds to be justifiable, the same is granted and the attached COMPROMISE AGREEMENT dated August 21, 1972, signed by Dr. Senen L. R. Asuan, Administrator of the estate of Bri-gida V. Vda. de Garchitorea, and Mr. Pablo S. Sarmiento, President of the Sarbro & Co., Inc., is hereby approved.

SO ORDERED.

Manila, Philippines, June 20, 1973.

(Sgd.) LORENZO RELOVA

Judge "

Finding the said compromise agreement in order and not contrary to law, the same is hereby approved and both parties are enjoined to strictly comply with the terms and conditions thereof.

Pursuant to said motion, the Register of Deeds of the Province of Cotabato shall accept and give due course to the registration of the "Deed of Absolute Sale with Mortgage" (Exhibit "F" in Civil Case No. 1849 of the Court of First Instance of Cotabato), executed by the deceased, Mariano Gar-chitorea, on September 16, 1961, in favor of plaintiff-appellee, Sarbro & Co., Inc., relative to the land covered by Transfer Certificate of Title No. T-5214.

WHEREFORE, the appeal of the deceased, Brigida Vil-lanueva Vda. de Garchitorea, substituted by the Administrator of the Estate, Dr. Senen L. R. Asuan, and that of the Register of Deeds of the Province of Cotabato, are dismissed and the Register of Deeds of the Province of Cotabato is hereby directed to register the said Deed of Absolute Sale with Mortgage, Exhibit "F". No costs.

Makalintal, (Acting C.J.,) Zaldivar, Ruiz Castro, Teehankee, Fernando, Barredo, Makasiar, and Antonio, JJ., concur.

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