

METROPOLITAN MANILA DEVELOPMENT AUTHORITY, PETITIONER, VS. JAIME S. ENRIQUEZ, ET. AL., RESPONDENTS.

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INTING, S. B., J.:[*]

The parties to this Petition[1] seek this Court's approval of their Compromise Agreement[2].

The facts:

Petitioner Metropolitan Manila Development Authority (MMDA) is a government agency created under Republic Act No. 7924 while Respondents are all employees of MMDA and officers and members of Kapisanan para sa Kagalingan ng mga Kawani sa Kalakhang Maynila (KKK-MMDA).

This case arose from a Memorandum[3] dated July 6, 2012 issued by Lydia P. Domingo, Director III of the Administrative Service of the MMDA which pertains to rallies allegedly conducted by Respondents successively on June 28, 2012 and July 4, 2012 to express their grievances on the Collective Negotiation Agreement. The dispositive portion of the Memorandum provides, to wit:

“In view of the foregoing circumstances, the Administrative Service is of the belief that there is a probable cause to file an appropriate administrative case against the key officials and members of the KKK who participated in the said rally for nuisance and conduct prejudicial to the best interest of the service. xxx”

On October 9, 2012, the Respondents were summoned[4] to appear before the Investigating Officer of the Legal Office of the MMDA relative to the administrative complaint filed against them for Conduct Prejudicial to the Best Interest of the Service. On October 23, 2012, the Respondents filed their Joint Counter-Affidavit[5] with the Investigating Officer. On October 29, 2012, Lydia P. Domingo and Edenison F. Fainsan filed their Joint Reply-Affidavit in refutation of Respondents' explanation in their Joint Counter-Affidavit. On November 9, 2012, Respondents filed their Joint Counter-Affidavit.

On December 3, 2012, a Resolution[6] was issued by the Investigating Officer, the dispositive portion of which provides:

“Wherefore, premises considered, it is most respectfully recommended that respondents be charged administratively with two (2) counts of Conduct Prejudicial to the Best Interest of the Service, for the two separate occasions of mass protest , as described above, punishable under Section 46 (b) (27), Chapter 7, Book V of EO 292, in relation to Section 46 (B) (8), Rule 10 of Revised Rules on Administrative Cases in the Civil Service (RRACCS).

Further, pursuant to Section 25 and 26, Rule 7 of RRACCS, considering that the charges against said respondents involve grave offenses , it is further recommended that they be PREVENTIVELY SUSPENDED FOR NINETY (90) DAYS, to take effect upon service of the Formal Charge. “

On the same date of December 3, 2012, a Formal Charge[7] was issued against the Respondents, the dispositive portion of which provides:

“WHEREFORE, Jaime S. Enriquez and all the above named individuals are hereby directed to answer in

writing under oath the above-mentioned charge within five (5) days from receipt hereof, attaching therewith the sworn statements of their witness/es, if any. They should likewise state therein if they elect a formal investigation of the charge against them or waive their rights to such investigation. They are also advised that they are entitled to assistance of a counsel of their own choice.”

On December 20, 2012, a Memorandum of Appeal[8] was filed by the Respondents before the Civil Service Commission (CSC) which was granted by the CSC in its Decision[9] dated May 14, 2013, the dispositive portion of which provides, in part:

“WHEREFORE, the appeal of Jaime S. Enriquez, Lolita Leochico, Marcial Araba, xxx xxx is GRANTED. Accordingly, the preventive suspension of aforesaid MMDA employees is REVERSED and SET ASIDE. The MMDA is hereby directed to reinstate Enriquez, et. al. to their former positions with payment of back salaries and benefits due them from the time they were preventively suspended until their actual reinstatement.”

On June 10, 2013, Petitioner filed a Motion for Reconsideration[10] which was denied by the CSC in a Resolution[11] dated September 2, 2013, the dispositive portion of which provides:

“WHEREFORE, the motion for reconsideration of MMDA is DENIED. Accordingly, CSC Decision No. 130474 dated May 4, 2013, STANDS. The MMDA is hereby directed to reinstate Enriquez et. al. to their former positions with payment of back salaries and benefits due them from the time they were preventively suspended until their actual reinstatement.”

Consequently, Petitioners filed before this Court a Petition for Review[12] assailing the said May 14, 2013 Decision[13] of the CSC and its September 2, 2013 Resolution[14]. On December 2, 2013, the Court in its Minute Resolution[15] referred the instant case to the Philippine Mediation Center-Court of Appeals (PMC-CA) for possible amicable settlement.

On April 29, 2014, the PMC-CA reported[16] that the parties executed a Compromise Agreement[17] and that there was successful settlement between them.

In the aforesaid Compromise Agreement[18] dated April 22, 2014, the parties stipulated, to wit:

“xxx xxx xxx

4. Records show, however, that all of the respondents herein were already REINSTATED to their former position without diminution of benefits. Likewise, all the respondents were paid of their back salaries and benefits due them from the time they were preventively suspended until their actual reinstatement.

(Attached herewith and made an integral part of this document is a Certification, dated March 19, 2014, with the “Individual List of KKK Back Wages”, with date of full payment of backwages.)

5. Now therefore, the issue before the Honorable Court of Appeals is already moot and academic considering that the MMDA has already complied with the directive of the Civil Service Commission embodied in the above-mentioned Decision and Resolution.

6. Necessarily, the parties to this case has no more claim against each other limited to and exclusively arising from the respondents' preventive suspension.

7. Based on the foregoing premises, parties hereto execute, approve, confirm and sign this RELEASE, WAIVER and QUITCLAIM in each other's favor, including its respective officers and employee, pertaining exclusively on respondents' preventive suspension, reinstatement and payment of back salaries.

8. Parties hereby finally declare that they have read and understood this document of Release, Waiver and quitclaim which is hereby given and made willingly and voluntarily and with full knowledge of their rights

under the law.

xxx xxx”

Under Article 2028 of the Civil Code, a compromise agreement is a contract whereby the parties, by making reciprocal concessions, avoid litigation or put an end to one already commenced. Compromise is a form of amicable settlement that is not only allowed, but also encouraged in civil cases.[19]

The contracting parties may establish such stipulations, clauses, terms, and conditions as they deem convenient, provided that these are not contrary to law, morals, good customs, public order, or public policy.[20]

Thus, finding the above Compromise Agreement to have been validly executed and not contrary to law, morals, good customs, public order, or public policy, We approve the same.

WHEREFORE, the foregoing premises considered, the Compromise Agreement is hereby APPROVED and judgment is hereby rendered in accordance therewith. The parties are hereby enjoined to comply with and abide by the said terms and conditions thereof. By virtue of such approval, this case is now deemed CLOSED and TERMINATED.

SO ORDERED.

Reyes, Jr., (Chairperson) and Galapate-Laguilles,[**]JJ., concur.

[*] Acting Senior Member vice J. Mario V. Lopez who is in Baguio for the summer session per Office Order No. 177-14-RDC dated May 2, 2014

[**]Acting Junior Member vice J. Socorro B. Inting who has been designated as acting Senior Member per Office Order No. 177-14-RDC dated May 2, 2014

[1] Rollo, pp. 8-29

[2] Rollo, pp. 96-100

[3] Rollo, pp. 46

[4] Rollo, pp. 47

[5] Rollo, pp. 48-50

[6] Rollo, pp. 61-65

[7] Rollo, pp. 66-67

[8] Rollo, pp. 68-70

[9] Rollo, pp. 32-38

[10]Rollo, pp. 39-45

[11] Rollo, pp. 39-45

[12] Supra note 1

[13] Supra note 9

[14] Supra Note 11

[15] Rollo, pp. 93

[16] Rollo, pp. 94

[17] Supra note 2

[18] Ibid.

[19] Harold v. Aliba, G.R. No. 130864, October 2, 2007, 534 SCRA 478, 486

[20] Civil Code, Art. 1306

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