

BANCO DE ORO UNIBANK, INC., PLAINTIFF-APPELLEE, VS. RONALD C. ROSALES, DEFENDANT-APPELLANT.

Ponente: LAMPAS PERALTA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/604ada37060e/>

LAMPAS PERALTA, J.:

Pursuant to the ongoing mediation program of the Court of Appeals, the present case was referred to the Philippine Mediation Center-Court of Appeals for mediation. In a Mediator's Report dated May 2, 2014,[3] the Appellate Court Mediator reported a "SUCCESSFUL SETTLEMENT" between the parties. Attached to the Mediator's Report is the parties' Compromise Agreement dated May 2, 2014,[4] pertinent portions of which read:

COME NOW THE PARTIES, assisted by the undersigned counsel, unto this Honorable Court, respectfully submit; They have reached a payment arrangement for the satisfaction of the decision of the Honorable Court as follows:

1. That the defendant admits that he is indebted to the plaintiff in the amount of Php1,086,591.57.
2. The defendant shall pay the above-mentioned amount via over-the counter at any branch of BDO UNIBANK Inc., under the Promissory Note Number 822508162239 without the need for demand and notice by paying the following amounts:

DATE

AMOUNT

JUNE 30, 2014

5,000.00

JULY 30, 2014

5,000.00

AUG 30, 2014

5,000.00

SEPT 30, 1899

5,000.00

OCT 30, 2014

5,000.00

NOV 30, 2014

5,000.00

DEC 30, 2014

5,000.00

JAN 30, 2014

5,000.00

FEB 28, 2015

5,000.00

MARCH 30, 2015

5,000.00

APRIL 30, 2015

5,000.00

MAY 30, 2015

5,000.00

JUNE 30, 2015

5,000.00

JULY 30, 2015

5,000.00

AUG 30, 2015

5,000.00

SEPT 30, 2015

5,000.00

OCT 30, 2015

5,000.00

NOV 30, 2015

5,000.00

DEC 30, 2015

5,000.00

JAN 30, 2016

5,000.00

FEB 28, 2016

5,000.00

MARCH 30, 2016

5,000.00

APRIL 30, 2016

5,000.00

MAY 30, 2016

5,000.00

JUNE 30, 2016

10,000.00

JULY 30, 2016

10,000.00

AUG 30, 2016

10,000.00

SEPT 30, 2016

10,000.00

OCT 30, 2016

10,000.00

NOV 30, 2016

10,000.00

DATE

AMOUNT

DEC 30, 2016

10,000.00

JAN 30, 2017

10,000.00

FEB 28, 2017

10,000.00

MARCH 30, 2017

10,000.00

APRIL 30, 2017

10,000.00

MAY 30, 2017

10,000.00

JUNE 30, 2017

10,000.00

JULY 30, 2017

10,000.00

AUG 30, 2017

10,000.00

SEPT 30, 1899

10,000.00

OCT 30, 2017

10,000.00

NOV 30, 2017

10,000.00

DEC 30, 2017

10,000.00

JAN 30, 2018

10,000.00

FEB 28, 2018

10,000.00

MARCH 30, 2018

10,000.00

APRIL 30, 2018

10,000.00

MAY 30, 2018

10,000.00

JUNE 30, 2018

20,000.00

JULY 30, 2018

20,000.00

AUG 30, 2018

20,000.00

SEPT 30, 2018

20,000.00

OCT 30, 2018

20,000.00

NOV 30, 2018

20,000.00

DEC 30, 2018

20,000.00

JAN 30, 2019

20,000.00

FEB 28, 2019

20,000.00

MARCH 30, 2019

20,000.00

APRIL 30, 2019

20,000.00

MAY 30, 2019

20,000.00

JUNE 30, 2019 PHP486,591.57

3. That except as to the amount and manner of payment above-stated, the contracts executed by the defendant, bases of complaint, and shall continue to remain in force for as long as the above-stated obligation of the defendant has not been paid in full;

4. That in case of default, in the payment of the above-mentioned amount when due, the Plaintiff shall be entitled to an immediate execution for the payment of the entire obligation with interest thereon 6% legal interest per annum and 6% late penalty fee per annum.

5. That there shall be no further costs unless execution is resorted to, in which case, plaintiff shall be entitled to recover the expenses thereby.

6. Notwithstanding anything to the contrary stated herein, Plaintiff's acceptance of incomplete and delayed payments shall not be considered as extending the term of the obligation nor as a modification, alteration and novation of the conditions contained herein.

It appearing that the terms of the foregoing Compromise Agreement are not contrary to law, morals, good customs, public order or public policy, the Court approves the same and the parties are enjoined to abide by the same in good faith.

WHEREFORE, judgment is hereby rendered approving and adopting the terms of the subject Compromise Agreement dated May 2, 2014 and enjoining the parties to abide by the same in good faith.

Accordingly, this case is considered closed and terminated. Let entry of judgment be issued pursuant to Section

1(b), Rule VII, 2009 Internal Rules of the Court of Appeals.

SO ORDERED.

Sorongon[1] and Manahan[2], JJ., concur.

[1] Vice Justice Myra V. Garcia-Fernandez , per Office Order No. 240-14-ABR dated May 23, 2014.

[2] Vice Justice Francisco P. Acosta , per Office Order No. 241-14-ABR dated May 23, 2014.

[3] p. 48, Rollo

[4] pp. 49-51, *ibid.*

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