

**TOWERS REALTY CORPORATION, RICARDO CONSUNJI, SR.,
FERNANDO M. ARANDA, RICARDO C. ARANDA, IGNACIO C. ARANDA
AND CONCEPCION C. ARANDA, PETITIONERS, VS. THE HONORABLE
FERNANDO CRUZ...**

G.R. No. L-48992. September 04, 1981

Ponente: FERNANDO, C.J.

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FERNANDO, C.J.:

On August 6, 1981, the parties, assisted by respective counsel, filed with this Court a pleading entitled Stipulation of Facts and Compromise Agreement. The Compromise Agreement reads as follows: "The Parties hereto have agreed on the following Compromise Agreement: 1. That the National Housing Authority shall be joined in the instant case as an Indispensable Party and the proper motion will be filed with this Honorable Court; 2. That, the instant Agreement shall be binding and have full effect only on the lots described and listed in Annex 'A' hereof consisting of One Hundred Six (106) lots with a total area of Fifty Two Thousand Seven Hundred Ninety Nine (52,799) square meters or a total cost of Five Million Two Hundred Seventy Nine Thousand Nine Hundred (P5,279,900.00) Pesos, Philippine Currency; 3. That upon the approval of this Compromise Agreement by the Supreme Court, the Petitioners herein will execute the corresponding Deeds of Sale of all the lots, subject of this Compromise Agreement, in favor of the National Housing Authority. All expenses in the preparation of the deeds of sale, registration expenses, documentary stamps and all such expenses necessary to transfer title in favor of the National Housing Authority shall be for the sole account of the latter. 4. That within three (3) weeks from the registration of the titles in favor of the National Housing Authority, payment of the sum of Five Million Two Hundred Seventy Nine Thousand Nine Hundred (P5,279,900.00) Pesos, Philippine Currency, plus 6% interest on the sum of One Million Three Hundred Seventy Thousand Eight Hundred Thirty (P1,370,830.00) Pesos, representing the deposit with Philippine National Bank, Caloocan Branch, computed from January 3, 1978, when actual possession was made, up to and including the date of the signing of this Compromise Agreement at the rate of 6% per annum; 5. The National Housing Authority hereby agrees and guarantees payment of the total sum of Five Million Two Hundred Seventy Nine Thousand Nine Hundred (P5,279,900.00) Pesos, to petitioners as just compensation for the 52,799 square meters of subdivision lots, subject to government accounting and auditing rules and regulations within a period of three (3) weeks after the Register of Deeds had issued to the National Housing Authority the new Transfer Certificates of Titles over the condemned subdivision lots and the sum equivalent to 6% interest on the P1,370,830.00 deposited with PNB, as mentioned above, from January 3, 1978 up to the signing of this agreement; 6. It is further agreed and covenanted herein that all expenses in the preparation of the documents involving the transfer and sale of the lots, together with the notarization thereof, the payment of the transfer taxes, all expenses in the registration of the documents to transfer ownership of the lots to National Housing Authority shall be for the exclusive account of the National Housing Authority; 7. That Petitioner herein hereby agrees and promises to execute any instrument or document in favor of National Housing Authority as may be necessary and requisite to transfer and perfect the title to the Subdivision Lots in its favor which are the subject of this Compromise Agreement; 8. That this Compromise Agreement will be submitted to this Honorable

Supreme Court for its consideration and approval." [1] The prayer is for the Compromise Agreement to be approved and a decision to be rendered pursuant thereto.

The above pleading suffers from a flaw in that prior to the approval of the motion for leave to intervene, the National Housing Authority, through its General Manager, Major General AFP (Retired) G. V. Tobias and presumably with the assistance of a member of the Bar as its Legal Director, Antonio Claudio, was one of the co-signers. General Manager Tobias, not being a member of the Bar, may be excused for his failure to realize that the first paragraph of the Compromise Agreement may be misinterpreted. As worded, it would appear that this Court is without power to deny the motion to intervene and that a party may just intrude into any suit at whatever stage on his own assumption that he is an indispensable party. There is no such excuse for Attorney Claudio. He is hereby admonished to exercise more care and prudence in the future in the discharge of his responsibilities as a member of the bar.

As the Compromise Agreement appears to be the will of the parties to this case and the propriety of the National Housing Authority being allowed to intervene quite apparent, the above Compromise Agreement is hereby approved. That would terminate the pending dispute between the parties and thus amicably settle the matter, the decision under review being limited to the dismissal by respondent Court of Appeals of a prohibition and certiorari petition against an order of respondent Judge Fernando Cruz granting and directing the issuance of the writ of possession in favor of the other respondents.

WHEREFORE, the Court renders a decision approving the terms of the above Compromise Agreement and ordering the parties to observe strictly the terms thereof, constituting as it does the judgment of this Court in this appeal by certiorari from the decision of the Court of Appeals of July 28, 1978. Insofar as such appealed decision lifted the restraining order issued by it and dismissed the petition for certiorari and prohibition, it is affirmed. No costs.

Aquino, Concepcion, Jr., Guerrero, and De Castro, JJ., concur.
Barredo and Abad Santos, JJ., are on official leave.

[1] Stipulation of Facts and Compromise Agreement, 5-7.

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