

LOURDES R. OSMEÑA, PETITIONER, VS. COURT OF AGRARIAN RELATIONS, HON. VALERIANO A. DEL VALLE, LEONARDO QUIMA AND FILOMENO OLDG, RESPONDENTS.

G.R. Nos. L-21156 and L-21187. July 30, 1966

Ponente: BENGZON, J.P., J.

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BENGZON, J.P., J.:

April 17, 1961, Lourdes R. Osmeña filed separate complaints for ejectment in the Court of Agrarian Relation, at Bacolod City, against Leonardo Quima (Case No. 1558) and Filomeno Oldog (Case No. 1559). She alleged that she is the owner of parcels of land in Bago, Negros Occidental, known as the Hacienda Esperanza; that Leonardo Quima is the lessee-tenant of field No. 16 of said hacienda (5 hectares) and Filomeno Oldog is the lessee-tenant of field No. 110 (2.4 hectares) therein; and, that said lessees-tenants failed to pay the agreed yearly rentals in palay for the past three crop years, in the following amount:

Crop Year

Leonardo Quima

Filomeno Oldog

1958-59

22 cavans

8 garitas

9 cavans

10% gantas

1959-60

82 cavans

5 gantas

18 cavans

1960-61

32 cavans

13 gantas

18 cavans

TOTAL

87 cavans

1 ganta

45 cavans

10% gantas

On May 5, 1961, Filomeno Oldog filed an answer with counterclaim for damages at 45 cavans, alleging that petitioner unlawfully prevented him from planting for the 1960-61 agricultural year. Petitioner, on May 16, 1961, answered the counterclaim.

Leonardo Quima filed his answer on May 21, 1961, with a counterclaim for damages at 120 cavans, alleging that petitioner illegally prevented him from planting during the 1960-61 crop year. And petitioner, on May 31, 1961, likewise answered the counterclaim.

The parties in both cases, however, reached an amicable settlement on December 14, 1961, which they, together with their counsels, signed and submitted to the aforementioned court for approval and basis of a decision.

Reproduced hereunder are the terms and conditions of the amicable settlement.

As to Leonardo Quima:

"1. That respondent is a leasehold tenant of petitioner over a holding situated at Bago, Negros Occidental which are compositely and commonly known as Hda. 'Esperanza' and more particularly described as Field No. 16 of Hda. 'Esperanza' with an area of five hectares, more or less;

"2. That respondent hereby confirms and acknowledges his failure to pay, without any valid excuse, the rentals pertaining to the 1958-59 and 1959-60 palay crop years in the total amount of 54 cavans and 13 gantas of palay, but denies liability for the payment of any rentals for the 1960-61 crop year as he was not able to plant palay for that crop year;

"3. That petitioner hereby waives and condones the collection of the rentals for the disputed 1960-61 crop year; subject, however, to the following terms and conditions which the respondent hereby accepts and undertakes to comply with:

"(a) Respondent shall pay to the petitioner, or her duly authorized representative, the amount of 50 cavans and 17 gantas of palay out of and on or before the harvest of his 1961-62, 1962-63 and 1963-64 palay crops, which represent the rentals in arrears heretofore acknowledged by him and the yearly rentals pertaining to each of said crop years;

"(b) Upon failure of the respondent to fully pay any of the installments indicated in the next preceding subparagraph, the petitioner shall immediately be entitled to ask for the execution of the judgment which this

Honorable Court may render pursuant to this amicable settlement upon motion with notice to respondent's counsel and after hearing thereon.

"4. That the parties agree that all their claims and counter-claims against each other as brought out by their respective pleadings have been fully settled, and shall be deemed fully satisfied upon the fulfillment of the foregoing terms and conditions."

As to Filomeno Oldog:

"1. That respondent is a leasehold tenant of petitioner over a holding situated at Bago, Negros Occidental, which are compositely and commonly known as Hda. 'Esperanza' and more particularly described as Field No. 110 of Hda. 'Esperanza' with an area of 2-4 hectares, more or less;

"2. That respondent hereby confirms and acknowledges his failure to Pay, without any valid excuse, the rentals pertaining to the 1958-59 and 1959-60 palay crop years in the total amount of 27 cavans and 10 1/2 gantas of palay, but denies liability for the Payment of any rentals for the 1960-61 crop year as he was not able to plant palay for that crop year;

"3. That petitioner hereby waives and condones the collection, of the rentals for the disputed 1960-61 crop year; subject, however to the following terms and conditions which the respondent hereby accepts and undertakes to comply with:

"(a) Respondent shall pay to the petitioner, or her duly authorized representative, the amount of 27 cavans and 3 gantas of palay out of and on or before the harvest of his 1961-62, 1962-63 and 1963-64 palay crops, which represent the rentals in arrears heretofore acknowledged by him and the yearly rentals pertaining to each of said crop years;

"(b) Upon failure of the respondent to fully pay any of the installments indicated in the next preceding subparagraph, the petitioner shall immediately be entitled to ask for the execution, of the judgment which this Honorable Court may render pursuant to this amicable settlement, upon motion with notice to respondent's counsel and after hearing thereon.

"4. That the parties agree that all their claims and counterclaims against each other as brought out by their respective pleadings have been fully satisfied upon the fulfillment of the foregoing terms and conditions."

The Court of Agrarian Relations, on March 7, 1962, rendered separate decisions in both cases, quoting the amicable settlement, approving the same and ordering the parties to abide by and comply with its terms.

On September 28, 1962, Lourdes R. Osmeña filed separate motions for execution in the two cases abovementioned, alleging that Leonardo Quima and Filomeno Oldog failed to comply with the terms and conditions of the amicable settlement. Specifically, she claimed that they failed to pay the stipulated rentals for crop year 1961-62 on or before the harvest of said year, that is, Leonardo Quima paid only 36 cavans and 11 gantas (14 cavans and 6 gantas short) and Filomeno Oldog paid only 17 cavans (10 cavans and 3 gantas short). She asked that respondents be ordered to immediately pay their shortage in the aforesaid rentals. She also alleged that said tenants subleased the landholding without her knowledge and consent, and therefore prayed for the ejectment of respondents-tenants.

Said motions for execution were denied by the Court of Agrarian Relations on November 14, 1962. It was ruled that since the amicable settlement provided for rentals covering the crop years 1961-62, 1962-63 and 1963-64, the motions for execution were taken prematurely in the sense that the crop for the 1962-63 and 1963-64 agricultural years had not yet been harvested. Anent the alleged subleasing of the parcels of land, the same was held as an entirely new matter which cannot be passed upon in a motion for execution.

Petitioner filed, on December 4, 1962, motions for reconsideration. Reiterating that its decision could not be made executory until after all the crop years 1961-62, 1962-63 and 1963-64 are over, the Court of Agrarian Relations, on March 16, 1963, denied the motions for reconsideration.

Petitioner thereupon filed on April 6, 1963 the petition for review in these cases, appealing to this Court upon a question of law. Appellant in this petition does not anymore seek the ejectment of respondents tenants but only an order of execution for the payment of the balance in the 1961-62 rentals. Appellant contends that her motions for execution were timely, not premature. She argues that, contrary to the orders under review, the amicable settlement does not require her to wait for crop year 1963-64 to expire before she can ask for execution with respect to the rentals for crop year 1961-62.

The plain terms and conditions of the amicable settlement support the above contention. The rentals corresponding to the crop years 1961-62, 1962-63 and 1963-64 are specified in said compromise agreement. As indicated, it is provided therein that said rentals are payable "on or before the harvest" of each respective crop year; and, that upon failure of the lessee-tenant to fully pay any of the installments agreed upon, the landowner shall immediately be entitled to ask for the execution of the judgment rendered by the court pursuant to the amicable settlement. It is clear from all the above provisions that the landowner can, in case of non-payment, ask for execution as to the 1961-62 rentals without awaiting the end of crop years 1962-63 and 1963-64. Since non-payment of the demanded balance in the rentals for 1961-62 is not in dispute, execution for the same is in order.

Respondents lessees-tenants would, however, urge the argument that the amicable settlement is a, new agreement so that a violation of its terms is a new cause of action which must be redressed by a new suit, not a mere motion for execution. Such a view is erroneous. For it takes no account of the nature and effects of a judgment rendered upon a compromise agreement. In *Serrano vs. Miave*, L-14678, March 31, 1965, this Court said of a judgment upon a compromise: "It is in the nature of a contract and is in effect an admission by the parties that the judgment is a just determination of their rights on the facts of the case, had they been proved. Even more than a contract (which may be enforced by ordinary action for specific performance), the compromise agreement is part and parcel of the judgment, and may, therefore, be enforced as such by a writ of execution." (Italics supplied)

Wherefore, the orders of the Court of Agrarian Relations denying the motions for execution are hereby reversed and the execution of the decision in Cases Nos. 1558 and 1559 therein, with respect to payments of unpaid rentals for crop year 1961-62, is hereby ordered. No costs. So ordered.

Concepción, C. J., Reyes, J. B. L., Barrera, Dizon, Regala, Makalintal, Zaldivar, Sanchez and Ruiz Castro, JJ., concur.

Orders reversed.

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