

## HANSON SANTOS, COMPLAINANT VS. JUDGE SANCHO DAMES II AND SHERIFF IV EDUARDO MORENO, RESPONDENT.

*A.M. No. RTJ-93-1080. October 02, 1997*

Ponente: FRANCISCO, J.

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### FRANCISCO, J.:

On June 20, 1998, herein respondent Judge Sancho Dames II of Branch 38 of the Regional Trial Court of Daet, Camarines Norte, rendered judgment in the action for performance filed by herein complainant Hanson S. Santos against one Jacob Nagera based on a Compromise Agreement entered into by the parties, to wit:

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‘COMPROMISE AGREEMENT

‘The parties, assisted by their respective counsels, to this Honorable Court, respectfully submit this Compromise Agreement, as follows:

“1. That the defendant binds himself to recognize as hereby, he recognizes the ownership of the land, subject matter of the case, containing an area of ONE THOUSAND SIX HUNDRED AND TWENTY (1,620) square meters, more or less;

“2. That the plaintiff binds and obligates himself to settle and give the amount of THIRTY THOUSAND (P30,000.00) PESOS to the defendant, subject to the condition that the defendant will remove all existing improvements inside the said land purchased from LEONORA VDA. DE LEGASPI, et. al. under a Deed of Absolute Sale on May 3, 1982;

“3. That in addition, the plaintiff also binds himself to cause the conveyance and transfer of the land consisting of SIX HUNDRED EIGHTY (680) square meters, pursuant to the previously agreed area by the plaintiff and defendant, which is attached as Annex “A”;

“4. That plaintiff confirm and ratifies that the amount of ONE THOUSAND FIVE HUNDRED (sic) PESOS (P1,500.00) previously given to the defendant is not included in the P30,000.00;

“5. That the defendant is willing to accept the amount of TEN THOUSAND PESOS (P10,000.00) within ten (10) days from approval of this Compromise Agreement to enable defendant to remove or start removing the improvements and plaintiff will deposit with the Court the amount of TWENTY THOUSAND PESOS (P20,000.00) within ten (10) days from receipt of the order approving the same Compromise Agreement, provided that the said amount of P20,000.00 will not be withdrawn except upon notice to the Court that the defendant has completed the removal of all existing improvements and turn over the portion vacated by him and his children to the plaintiff, and the acceptance of the latter from the former;

“6. That the parties understand that there are no other person or parties but the defendant hereby assumed the full responsibility of the removal of the improvement they being constructed by his own children; and

“7. The parties have entered this Compromise Agreement in all sincerity, good faith and honesty.

“WHEREFORE, it is prayed jointly by the parties that the Compromise Agreement not being contrary to law, moral or public policy be approved.

The aforementioned agreement is not contrary to law nor against public morals or public policy, and, therefore, the same is hereby approved.

“WHEREFORE, the Court hereby renders judgment in accordance with the foregoing agreement and order the parties, plaintiff and defendant, to faithfully comply with the term and conditions therein set forth, without any pronouncement as to costs.

SO ORDERED.”[1]

Pursuant to said agreement, respondent Judge issued two (2) Orders dated February 17, 1993[2] and June 14, 1993[3] for the demolition of defendant Nagera’s houses erected inside complainant’s property.

Complainant, in a sworn complaint dated September 1, 1993,[4] claims that notwithstanding the lapse of five (5) years from this rendition of the judgment and the two (2) orders mentioned above, judgment has not been executed by reason of what complainant describes as a “series of vacillating actions” of respondent judge – the most recent of which is the latter’s issuance of another Order dated July 14, 1993[5] where one Engr. Tabarra was appointed as Commissioner to conduct a relocation survey for the purpose of determining the actual boundary of complainant Santos’ property. To order a relocation survey is, to complainant Santos, irregular since there has already been a previous factual finding by respondent judge that defendant Nagera’s houses are inside complainant’s property. Convinced that there appears to be a deliberate plan to delay the execution of the judgment in deference to defendant Nagera, complainant Santos now charges respondent judge and his deputy sheriff Eduardo Moreno with “Dereliction of Duty and Conduct Prejudicial to the Best Interest of the Service.”

Respondent judge for his part, in essence, claims good faith. He stresses that his actuations were for the best of the parties concerned and that there is nothing wrong for the court to be protective with his men (sheriffs) relative to the implementation of the demolition order. As for respondent sheriff Moreno, he should not be held liable as he was merely following the directive of his superior respondent judge.

To this, complainant counters and points out that it was the first time in respondent judge’s July 14, 1993 order that the latter raised the issue of defendant Nagera’s houses being outside complainant’s property when in fact this issue never existed at the time when (1) respondent judge issued a writ of execution back in February 20, 1989 and (2) when a prior demolition of the houses was conducted by five (5) sheriffs of Camarines Norte, as per Sheriff’s Return dated April 23, 1990.

We find respondent judge guilty as charged.

It is axiomatic that a decision based on a compromise agreement is immediately final and executory. A compromise agreement, once approved by final orders of the court, has the force of res judicata between the parties and should not be disturbed except for vices of consent or forgery.[6] No such exceptional circumstance exist in the case at bar. It is therefore the clear ministerial and mandatory duty of the respondent judge to implement and enforce the compromise agreement. In fact he had already done so by his order of 17 February 1993 and 14 June 1993 ordering the respondent Sheriff to demolish the two houses of the defendants found located inside the plaintiff’s (herein complainant) property only to vacillate later upon the filing by the defendants of an Urgent Ex-Parte Motion to defer demolition and the opposition to the motion for demolition. To our mind, respondent Judge should not have entertained said motion and opposition for being dilatory in character. These are last ditch attempts of the defendants to prevent or thwart the satisfaction of the final and executory judgment.

By his Order of 14 July 1993 appointing a Commissioner tasked to determine the areas due the plaintiff and the defendants, he has in effect allowed one of the parties (defendants) to re-open the agreement and litigate the underlying dispute which had in fact been terminated by the conclusion and thereafter the approval by him (respondent judge) of the compromise agreement.

Clearly it was agreed upon by both parties that all existing improvement found inside the plaintiff's property shall be demolished by the defendants upon payment by the plaintiff of P30,000.00. For that purpose a survey was conducted by Geodetic Engineer Enriquez to determine the metes and bounds of the plaintiff's property and the same was surrounded by a perimeter fence. The defendants had never raised a question as to the boundaries. They (defendants) only asked for a grace period within which to vacate the premises. In other words, by entertaining the Urgent Ex-Parte Motion to Defer Demolition, respondent Judge in effect has revived a dispute which has already been amicably settled by both parties.

In Abelardo Cruz vs. Judge Jaime N. Nicolas (A.M. No. MTJ-86-286, 5 March 1991), the Court held:

From the foregoing, it is clear to this Court the respondent Judge was remiss in the performance of his duties in entertaining the Motion to Quash Alias Writ of Execution which the defendants in the original ejectment case filed on 11 August 1987, long after the decision of the MTC on 3 September 1984 ordering defendants to vacate the premises involved had been reinstated by the Court of Appeals and had become final and executory. Respondent Judge should have known that the question like those raised by the defendants in their Motion to Quash Alias Writ of Execution were totally inappropriate and unwarranted at that stage. Respondent Judge's acts seemed almost designed to re-open the MTC judgment that had become final by inviting defendants to submit any pleading they wished to support their Motion to Quash Alias Writ and thereafter requiring both parties to submit Memoranda on the Motion and Supplemental Motion to Quash Alias Writ. Upon the finality of the decision of the MTC, respondent Judge lost all jurisdiction in respect of the case, save only to enforce that decision. This is elementary, so elementary that not to know it, or to act as if he did not know it, constitutes gross ignorance of the law.

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"The party which prevails after going through the full course of litigation is entitled to a writ of execution and to the energetic service and enforcement thereof upon the losing party. To impose oppressive delays upon the issuance, service and enforcement of a writ of execution is unjustly to deprive the prevailing party of the fruits of his labor before the courts and can only bring back suspicion and disrepute upon the judge, the courts and the judicial process generally. Respondent Judge cannot be allowed to pass on the blame to the deputy sheriffs who were officers of his court and subject to his orders and control."

In Santos vs. Judge Isidro[7] respondent Judge was found guilty of dereliction of duty and misconduct in carrying out his duties to enforce the amicable settlement and was fined P10,000.00.

With regards to the liability of respondent Sheriff Eduardo Moreno, his duty in enforcing the writ is subject to the orders and control of a judge.[8] The non-enforcement of the compromise decision could not be blamed on the respondent Sheriff as he was merely following the orders of his Presiding Judge, herein respondent.

PREMISES CONSIDERED, respondent Judge Sancho Dames II is hereby FINED P5,000.00 payable to this Court from notice with warning that commission of the same or similar acts in the future will be severely dealt with. The charges against respondent Sheriff Eduardo Moreno is DISMISSED for want of merit.  
SO ORDERED.

Narvasa, C.J., (Chairman), Romero, Melo, and Panganiban, JJ., concur.

- [1] Annex "E", Rollo , pp. 13-14.
- [2] Annex "D", Rollo, p. 12.
- [3] Annex "C", Rollo, p. 10.
- [4] Rollo, p. 3.
- [5] Annex "F", Rollo, p. 15.
- [6] United Housing Corp. vs. Judge Dayrit, 181 SCRA 285.
- [7] 200 SCRA 597, 16 August 1991.
- [8] Cruz v. Judge Nicolas, 194 SCRA 639.

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