

DIOSDADA SABINO, PLAINTIFF-APPELLANT, VS. CONRADO CUBA, DEFENDANT-APPELLEE.

G.R. No. L-18328. December 17, 1966

Ponente: BENGZON, J.P., J.

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BENGZON, J.P., J.:

On September 29, 1959 Diosdada Sabino, a widow, filed a complaint for forcible entry and detainer in the Justice of the Peace Court of Albueva, Leyte against Conrado Cuba, her first cousin, alleging, among others, that on May 25, 1959 defendant, through force, intimidation, threat and stealth, dispossessed her of one-third of a parcel of land owned by her which contains an area of 2.9500 hectares.

The property allegedly owned by plaintiff is the same property declared for taxation purposes in the name of Floro Sabino, her father, under Tax Declaration No. 2960, with the following boundaries: North—Clemente Lunzaga; East—Eulalio Velarde; South—Matilog River; West—Lucia Sabino.

After trial, the Justice of the Peace Court rendered judgment for plaintiff, awarding damages. Defendant appealed to the Court of First Instance at Ormoc City.

On January 13, 1960 the parties entered into an amicable settlement, signed by both of them and their respective counsel, stating:

"In order to buy peace and to promote the harmonious relations between the parties, they being relatives, they have agreed to settle this case amicably, with the following terms and conditions, to wit:

"1. That the plaintiff hereby agrees to pay the sum of Two Hundred and Fifty Pesos (P250.00), payable in one month from date hereof, to the defendant;

"2. That the defendant hereafter recognizes the absolute ownership and possession of the plaintiff over the entire property described under Tax Declaration No. 2960 of Albueva, Leyte, including the portion subject of this litigation; and that defendant therefore agrees further to restore unto the possession by the plaintiff the property complained of by plaintiff in this case, upon receipt of the aforesaid amount, and thereafter the plaintiff shall enjoy the fruits thereof including the right to harvest the rice now planted by him and appropriate the same;

"3. That hereafter defendant further warrants to defend plaintiff's title over the said entire property declared under Tax Declaration No. 2960 against any claim whatever by third parties or his privies."

Said agreement was submitted to the court for approval.

Thereafter, on January 13, 1960, the Court of First Instance rendered the following judgment:

"WHEREFORE, decision is hereby rendered in accordance with the foregoing amicable settlement without pronouncement as to costs, with notice to the plaintiff and the defendant as well as Attys. Barte and Aguipo in open court."

The stipulated amount of P250.00 was paid by plaintiff to defendant who in turn delivered the fruits of the land in litigation to the former, after some delay.

On May 20, 1960 defendant filed a motion praying for the modification of the judgment. He therein alleged that on the strength of the judgment plaintiff and some companions demanded from him on May 19, 1960 the surrender of possession over a portion of the property declared under Tax Declaration No. 2960 although said portion is not included in the land originally involved in the complaint for forcible entry and detainer filed in the Justice of the Peace Court of Albura; that he has been in possession of said portion since 1948 when it was adjudicated to him by the municipal mayor of Albura and the "barrio lieutenant of Damula-an; and that it was only on May 19, 1960 when he came to know that said portion forms part of the property declared under Tax Declaration No. 2960.

Acting on the above motion, the court issued on June 24, 1960 the following order:

"For the purpose of determining the claims of the parties, Mr. Manuel Cantiga is hereby commissioned to make an ocular inspection of the land in question in order to determine the boundaries as well as the area, emphasizing in his report the claim of the parties, with notice to Attorneys Barte and Aguipo in open court."

The commissioner made his ocular inspection on July 16, 1960 and on November 10, 1960 he submitted his report, the pertinent portion of which reads:

"x x x When I arrived at the meeting place I and Conrado Cuba immediately started inspecting the lots in litigation to determine the boundaries as well as the area. For the purpose of this I made a sketch of the entire area of the land under Tax Declaration No. 2960. Said sketch is hereto attached, marked "A1 and made an integral part of the report. The Commissioner noted that the boundaries of the land under Tax. Decl. No. 2960 are different on ocular inspection from that as described by plaintiff in her complaint, because the actual boundaries are as follows:

North — B. Prieto, Igano, J. Dominguito and Clemente Lunzaga;

South — Matilog River;

East — Clemente Lunzaga; and

West — Provincial Road;

Area—60,017 sq. m. more or less.

"From the sketch marked 'A' there is a portion marked 'B'.

"This is the 'portion in litigation. The boundaries of which are as follows:

North — Igano and J. Dominguito;

South — Marcelino Sabino;

East — Pascual Sabino and Eligio Sabino; and

West — Conrado Cuba and Diosdada Sabino.

Area—7,359 sq. m. more or less.

"This is the subject of the amicable settlement dated Jan. 13, 1960. This is the same area possessed by defendant and claimed by the plaintiff the only subject of litigation and the only subject of the amicable settlement.

"The portion marked 'C' was not a subject of this litigation and this portion was possessed by defendant Conrado Cuba, the area of which is 12,312 sq. m. more or less. The boundaries of which are as follows:

North—B. Prieto

East—Land in litigation

South—Diosdada Sabino

West—Provincial Road.

"The plaintiff after the amicable settlement took the portion marked 'C' from defendant Conrado Cuba using the amicable settlement as the weapon according to the defendant CONRADO CUBA.

"The persons present during the ocular inspection were:

1. Diosdado Cuba
2. Ildefonso Sabino and
3. Cresencio Sta. Iglesia (policeman)"

On December 22, 1960 the court approved the commissioner's report.

On January 8, 1961 plaintiff moved for the reconsideration of the approval of the commissioner's report on the ground that the same did not reflect faithfully the facts relating to the land covered by Tax Declaration No. 2960; and that the court had no jurisdiction to alter its decision after it has become final. On January 18, 1961 this motion for reconsideration was denied. Hence, plaintiff has appealed directly to this Court on questions purely of law.

In issue is the jurisdiction of the court a quo to reopen the case after its judgment became final and had been executed.

Defendant-appellee maintains that the case may be reopened with a view to modifying the Judgment in question, even after execution, for the same, being one based on a compromise, did not have the effect of a final judgment as to constitute *res judicata*. He cited and relies on the case of *Saminiada v. Mata*, 92 Phil. 427. The ruling in said case however has no application here for the reason that there the judgment in controversy "was merely an interlocutory order because something had yet to be done, i.e., the segregation agreed upon, which together with the court's approval, will be the ones to give it finality." [1]

Defendant-appellee's theory runs counter to Article 2037 of the Civil Code which provides:

"Article 2037. A compromise has upon the parties the effect and authority of *res judicata*; but there shall be no execution except in compliance with a judicial compromise."

The rule is well settled that a judgment upon a compromise has the force of *res judicata* between the parties, and cannot, and should not, be disturbed except for vices of consent or forgery, it being the obvious purpose of such compromise to settle, once and for all, the issues involved and bar factual disputes and controversies thereon. [2] As aptly stated by this Court through Chief Justice Cesar Bengzon, a judgment upon a compromise is—

"x x x 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. In fact, a compromise has upon the parties the effect and authority of *res judicata*." [3]

It has all the force and effect of any other judgment and is conclusive upon the parties and their privies. [4]

Defendant-appellee would want to set aside the judgment in question on the ground of mistake in that he was not

aware that the land in his possession since 1948 was part and parcel of the property covered by Tax Declaration No. 2960.

The circumstances obtaining in this case, however, would bar him from seeking the re-opening of the case on the ground of mistake. The amicable settlement, where he recognized the ownership and possession of plaintiff Sabino not only over the portion involved in the forcible entry and detainer case but also over the entire property described in Tax Declaration No. 2960, was signed by him as well as by his counsel. Hence, it cannot be said that he did not know the contents and extent of said agreement. Furthermore, the records show that as early as February 16, 1960 defendant Cuba petitioned for a writ of execution against plaintiff Sabino for the payment of the amount of P250.00 due him pursuant to the judgment. Said amount was paid to him and later, after delivering to plaintiff the fruits of the land, defendant Cuba manifested in open court that he would not disturb plaintiff Sabino's possession over the property in question. In other words, he has induced the poor widow to rely on his solemn pledge to recognize her dominion over the entire property described in Tax Declaration No. 2960, collected and received from her the stipulated amount of P250.00 and, when plaintiff Sabino demanded of him to comply with his prestation under the compromise agreement as approved by the court, he refused to do so and conveniently asked for the modification of the judgment, alleging mistake in entering into said compromise. Defendant-appellee is estopped from questioning the terms of the compromise agreement after having received the P250.00 which, as to him, constituted part of the consideration of said agreement.

Appellee Cuba asserts that in the complaint for forcible entry and detainer (par. 3) appellant claims only an area of 2.9500 hectares, whereas the commissioner subsequently allegedly found that the property under Tax Declaration No. 2960 contains an area of 6.0017 hectares. The implication is that appellant is entitled to ownership and possession over only 2.9500 hectares, and not more. Suffice it to state that in the same complaint (par. 2) she also stated the boundaries of the property in question. And in case of discrepancy between the area and the boundaries, the latter prevails.[5]

The judgment in question[6] is final and has been fully executed in respect to plaintiff Sabino's obligation thereunder. To modify it for the purpose of avoiding its enforcement against the defendant is beyond the jurisdiction of the lower court. The jurisdiction of the court over a given case after its judgment has become final and executory lies in the enforcement of such judgment.[7]

Summing up, viewed under the principle of a binding contract, the doctrine of estoppel and the provisions of law concerning finality of judgment, defendant-appellee Cuba can no longer seek the amendment of the judgment.

WHEREFORE, the order dated June 24, 1960 appointing a commissioner to conduct an ocular inspection of the property in question; the order dated December 22, 1960 approving the commissioner's report; and, the order dated January 18, 1961 denying the motion to reconsider the order of December 22, 1960, are hereby set aside. No costs.

SO ORDERED.

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

[1] *Piano v. Cayanong, et al.*, L-18603, February 28, 1963. [2] *Araneta v. Perez*, L-I6187, April 30, 1963.

[3] *Serrano v. Miave, et al.*, L-14678, March 31, 1965.

[4] *Piano v. Cayanong, et al.*, supra. [5] *Loyola v. Bartolome*, 39 Phil. 544; *Escudero v. Director of Lands*, 44

Phil. 83; Centenera v. Director of Lands, 52 Phil. 85; Buiser v. Cabrera, 81 Phil. 669.

[6] A judgment upon a compromise is immediately final and executory, Manigue, et al. vs. Cayco, et al., L-17059, November 29, 1965.

[7] See Alano, et al. vs. Cortez, 110 Phil. 74.

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