

**JENNIFER B. REGONIEL, PLAINTIFF-APPELLEE, VS. ARSENIO GOZON,
ARNEL GOZON (DOING BUSINESS AS ARGOZ CONSTRUCTION)
DEFENDANTS,**

Ponente: GARCIA-FERNANDEZ, J.

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GARCIA-FERNANDEZ, J.:

This is an appeal under Rule 41 of the Rules of Court, as amended, filed by intervenor-appellant Redgold Realty and Development Corporation against plaintiff-appellee Jennifer B. Regoniel. The intervenor-appellant seeks to reverse and set aside the decision[1] of the Regional Trial Court of Pasig City, Branch 155 on December 16, 2010 in Civil Case No. 71820 for “Sum of Money with Prayer for Writ of Preliminary Attachment”[2] filed by plaintiff-appellee against defendants Arsenio Gozon and Arnel Gozon.

Records reveal that the RTC issued a Writ of Preliminary Attachment over the real property covered by Transfer Certificate of Title (TCT) No. PT-79119 of the Register of Deeds of Pasig City.[3] Claiming that it has an interest over the attached property, intervenor-appellant intervened in Civil Case No. 71820 and prayed for the discharge of the preliminary attachment over the aforementioned property.[4]

In an Omnibus Order[5] dated April 23, 2009, the RTC denied the prayer for discharge of preliminary attachment. After trial, the RTC issued the decision[6] subject of this appeal.

After intervenor-appellant and plaintiff-appellee filed their respective appellant's brief[7] and appellee's brief[8], the appeal was considered submitted for decision on November 7, 2012.[9]

Pending resolution of the appeal with this Court, intervenor-appellant filed on December 17, 2014[10] an “EX-PARTE MOTION TO WITHDRAW APPEAL”[11]. The Motion partly reads as follows:

“COMES NOW intervenor-appellant, by the undersigned counsel and unto this Honorable Court most respectfully alleges THAT:

xxx

5. On July 23, 2014, a Compromise Agreement was executed by and between plaintiff-appellee and intervenor-appellant to buy peace and put an end to this litigation xxx.

6. In view of the foregoing development, intervenor-appellant decided to withdraw the appealed case hence, the same is hereby withdrawn.

PRAYER

WHEREFORE, premises considered, it is most respectfully prayed of to (sic) this Honorable Court that the Appealed Case filed by intervenor-appellant be WITHDRAWN in view of the Compromise Agreement executed by the parties.

Other relief just and equitable under the premises is likewise prayed for.”[12]

Attached to the Motion is a copy of the Compromise Agreement[13] between plaintiff-appellee and intervenor-appellant. In the Compromise Agreement, the parties agreed that intervenor-appellant shall pay plaintiff-appellee the amount of Three Hundred Thousand Pesos (Php 300,000.00) by way of settlement for all the claims of plaintiff-appellee against intervenor-appellant. The parties also agreed that in consideration of the payment made by intervenor-appellant, plaintiff-appellee shall cause the lifting of the preliminary attachment over the real property covered by TCT No. PT-79119 (now PT-140808). The parties further agreed that intervenor-appellant shall cause the withdrawal of this appeal.[14]

Considering that the terms of the subject Compromise Agreement[15] are not contrary to law, morals, good customs, public order or public policy, and that it is intervenor-appellant who now seeks the withdrawal of the appeal it filed, the “EX-PARTE MOTION TO WITHDRAW APPEAL”[16] should be approved.

WHEREFORE, intervenor-appellant's “EX-PARTE MOTION TO WITHDRAW APPEAL” is GRANTED. The instant appeal is DISMISSED.

SO ORDERED.

Tijam, N.G., Chairperson, and Lopez, M.V., JJ., concur.

[1] Rollo, pp. 225-228.

[2] Rollo, p. 51.

[3] Rollo, p. 102.

[4] Rollo, pp. 110-124.

[5] Rollo, pp. 194-195.

[6] Rollo, pp. 225-228.

[7] Rollo, pp. 51-88.

[8] Rollo, pp. 283-301.

[9] Minute Resolution dated November 9, 2012, Rollo, p. 316.

[10] Rollo, p. 323.

[11] Rollo, pp. 323-326.

[12] Rollo, pp. 323-324.

[13] Rollo, pp. 327-328.

[14] Rollo, pp. 327-328.

[15] Rollo, pp. 327-328.

[16] Rollo, pp. 323-326.

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