

AMANDO ALGABRE, ENRICO ATAÑGAN, JOSE CAONTOY, APOLONIO GONZALES, BONIFACIO JALEA, BENITO LAMELA, HILARION LAMELA, PATRICIO LOBREDO, RODRIGO MONTEVERDE, PEDRO SALCEDO, MANUEL SAL...

G.R. Nos. L-24458-64. July 31, 1969

Ponente: BARREDO, J.

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BARREDO, J.:

Appeal by certiorari from the decision of the Court of Appeals in seven cases, entitled as above but separately numbered as CA-G.R. Nos. 34492-R, 24604-R, 34605-R, 34606-R, 34607-R, 34608-R, and 34609-R, promulgated on January 18, 1965, as well as from the resolution, dated February 24, 1965, denying the motion for reconsideration thereof.

The essential facts in these cases found by the Court of Appeals and which are binding upon Us are:

"Rebecca Andres of Bago, Negros Occidental, as landholder, and three groups of tenants whose names appear in the present petition as respondents, numbering 33 in all, have entered into separate Compromise Agreements bearing identical terms and conditions under which the tenants agreed, 'to surrender, as they do hereby surrender, effective upon the signing of this instrument, their respective palay landholdings described in paragraph two hereof, in favor of Rebecca Andres, who accepts the same. That Rebecca Andres, in fairness to the herein tenants because of the improvements made thereon, does hereby condone, quit-claim and waive, all the previous and present loans of money or kind, seeds and fertilizers, taken by the said tenants from her in connection with their tenancy relations in said hacienda, and still further gives them money in amounts appearing opposite their respective names, to wit: (names and amounts indicated).' (Record, pp. 18, 20, 22.) The three compromise agreements bear the following identical acknowledgments:

'Personally appeared before me the above-named parties in the above-entitled case, who subscribed and acknowledged to me that the above are their signatures and that they understood the contents thereof, after the same are translated in the local dialect (Hiligaynon) by the undersigned, and that they entered into said agreement voluntarily without mental reservation.

'In witness whereof, I hereunto set my hand on this 4th day of December, 1962 in the Municipality of Bago, Negros Occidental, Philippines.

(Sgd.) Gerardo G. Pandan

Deputy Clerk of Court, C.A.R."

(Page 16, Record.)

Submitted for the consideration of the Court of Agrarian Relations at Bacolod City, presided over by His Honor, Judge Valeriano A. del Valle, without the assistance of counsel, the aforesaid Compromise Agreements were duly approved and judgments respectively rendered thereon, the trial court stating that:

‘After a careful examination of the terms and conditions aforequoted in the foregoing amicable settlements shows that there is nothing contrary to law, morals, and/or public policy.

‘Wherefore, judgment is rendered approving the amicable settlement and the same shall, as between the parties, have the force and effect of, and be deemed to be, a decision in this case.’ (Record, pp. 18, 20, 22.)

"The Compromise Agreement with respect to the First Group of 14 tenants (respondents), which is CAR Case 2217, bears date 4 December 1962. Decision on this case was rendered December 7, 1962 (Record, 18), copy of which was served upon the tenants on January 9, 1963 (Record, 64). The Compromise Agreement with regard to the Second Group of 12 tenants (respondents) is dated May 20, 1963 (CAR Case 2455) and decision was rendered almost a month thereafter, to wit: June 18, 1963 (Record, 22). The Compromise Agreement with reference to the Third Group of 7 tenants (respondents) is also dated May 20, 1963 but the decision thereon in CAR Case 2856 was promulgated on June 17, 1963 (Record, 20). Aside from the condonation of past and present loans, Rebecca Andres, the landholder, claims to have delivered to herein respondent-tenants the sums of P5,069.00, P3,250.00 and P1,690.00, respectively, in pursuance of the terms of the compromise agreements as approved and adjudged by the Court of Agrarian Relations on the dates afore-stated. On July 9, 1963 (7 months and 2 days from the decision in CAR Case 2217; 21 days from decision in CAR Case No. 2455; and 22 days from decision in CAR Case 2456), the herein respondent-tenants, represented by Atty. Bernardo B. Pablo, filed a Motion for Reconsideration in the aforesaid CAR Cases Nos. 2217, 2455 and 2456 alleging coercion, intimidation and trickery in securing the signatures of the tenants on the compromise agreements aforementioned as well as nonpayment of the amounts agreed upon therein and thereby prayed that the judgments rendered therein be set aside (Record, 23, 116, 125). An opposition was registered by Rebecca Andres alleging that the tenants' motion for reconsideration is the "product of concoction with the purpose of misleading this Honorable Court because of the petitioner's (tenants') desire to again enrich themselves at the additional expense of the herein respondent (Rebecca Andres)" and maintaining at the same time that the afore-said judgments have already become final and definite in character pursuant to Section 12 of Republic Act 1267, as amended by Republic Act 1409 (the law creating the Court of Agrarian Relations), which section provides that "at the expiration of fifteen (15) days from notice of the order or decision, judgment shall be entered in accordance therewith, unless during said 15 days an aggrieved party shall move for a reconsideration of the order or decision or appeal therefrom to the Supreme Court as provided for in the next succeeding section." (See Opposition, pp. 25-26, Record.) On April 27, 1964 (9 months and 13 days from the filing of the Motion for Reconsideration by the tenants), the Court of Agrarian Relations, Judge Jose R. Cabatuando presiding, denied the tenants' Motion for Reconsideration filed in CAR Case 2217 in this wise:

"Considering that the decision in this case (CAR 2217), dated December 7, 1962 was admittedly served upon movants (tenants) on January 9, 1962; considering, further, that their petition for reconsideration of the said decision was filed only on July 11, 1963, or six (6) months from service of said decision, said motion for reconsideration, was, therefore, filed out of time (Section 12, RA 1267, as amended).

"Wherefore, said petition for reconsideration is denied." (Record, p. 64.)

"During the interregnum, meaning between the filing of the tenants' Motion for reconsideration (July 9, 1963) and the denial Resolution (April 27, 1964), Federico Lamela (member of the 2nd Group) filed with the CAR on December 12, 1963, Case 2815 (now CA-G.R. 34604); tenant Pedro Salcedo (member of the 1st Group) filed CAR Case 2816 (now CA-G.R. 34605-R) on the same date; tenant Amando Algabe (member of the 1st Group) filed CAR Case 2817 (now CA-G.R. 34606-R) on the same date; tenant Juan Bañes (member of the 3rd Group) filed CAR Case 2818 (now CA-G.R. 34607-R) on the same date (Dec. 12, 1963); tenant Genofreo Lamela (member of the 2nd Group) filed CAR Case 2819 (now CA-G.R. 34608-R) on the date already mentioned; and tenant Enrico Ataňgan (member of the 1st Group) filed CAR Case 2826 (now CA-G.R. No. 34609-R), all represented by Atty. Bernardo B. Pablo, praying in each of these cases for reinstatement to the portions already vacated under the compromise agreements and for damages (Record, pp. 27, 29, 32, 35, 38,

41). The landholder, Rebecca Andres, filed a motion to dismiss the above six (6) cases on January 6, 1964, predicated on *res judicata* or prior judgment, meaning the judgments rendered by Judge Valeriano del Valle approving the Compromise Agreement in CAR Cases 2217, 2455 and 2456 (now covered by CA-G.R. No. 34492-R). (See Motion to Dismiss, p. 48, Record.) On February 24, 1964, Rebecca Andres' Motion to Dismiss was overruled in a curt order for lack of merits (Record, 51). Thereupon, on March 9, 1964, Rebecca Andres was constrained to file her answer to the reinstatement cases Nos. 2815, 2816, 2817, 2818, 2819, and 2826 wherein, once again, she rei-terated the defenses of finality of judgment and *res judicata* (Record, 52). On August 7, 1964, the reinstatement cases (CAR 2815, 2816, 2817, 2818, 2819 and 2826) were called for hearing before Commissioner Carmelino L. Ipac for the proper presentation of evidence but counsel for landholder Rebecca Andres (who was notified of this hearing on July 15, 1964) moved for postponement and thereupon left the courtroom. Commissioner Ipac denied it in a written order bearing the same date 7 August 1964 (Record, 110) and proceeded with the hearing thereof. A petition by Rebecca Andres to set aside the *ex-parte* hearing was denied by Judge Jose R. Cabatuando on August 27, 1964 (Record, 111). This is the present status of the aforesaid six reinstatement cases.

"Coming back to the compromise agreement cases (CAR 2217, 2455 and 2456, subject of CA-G. R. 34492-R), we have already stated that the finality of the judgment in CAR Case 2217 was sustained by Judge Jose R. Cabatuando in his order of April 27, 1964 herein already copied in full. With respect, however, to this same CAR Case 2217, in relation to Compromise Agreement sister-cases 2455 and 2456 wherein a Motion for Reconsideration has also been filed by Rebecca Andres which were still unresolved, the Lower Court, Judge Jose R. Cabatuando presiding, issued on July 15, 1964 a lengthy order vacating and setting aside the judgments rendered therein dated December 7, 1962 (Case 2217), June 18, 1963 (Case 2455), and June 17, 1963 (Case 2456). (Record, pp. 65-69.) At least insofar as CAR Case 2217 is concerned, it will be noted at once that the order of July 15, 1964 (vacating decision) is inconsistent with the order of April 27, 1964 (upholding the finality of the judgment in said case 2217). Be that as it may, the reasons adduced by the Lower Court in setting aside the judgments in these three compromise agreement cases are: (1) 'no summons or other process was issued, no other pleading was filed, no notice of hearing was issued, and no hearing was ever held' (Record, 66); (2) 'Before the filing of these three cases, there does not appear to be any pending case in this Court between the same landholder on the one hand and the tenants herein, on the other' (Record, 66); and (3) 'neither were they (tenants) served with summons to appear in these three(3) cases. We hold that the mere filing of the so-called compromise agreements did not in itself vest the Court with jurisdiction over the persons of said tenants' (Record, 67). The motion of Rebecca Andres to reconsider this vacating order was denied on August 11, 1964 (Record, 70, 74). This is the situation of the three compromise agreement cases."

Just to make the resolution of these cases clearer, it bears straightening out that there are actually nine cases elevated to this Court. The first three are the cases wherein the three compromise agreements in question were respectively filed, approved and subsequently set aside, respectively numbered as CAR Cases Nos. 2217, 2455 and 2456 in the trial court. The other, six are those in which individual tenants, already parties in the previous three cases aforementioned, filed their respective motions asking for their reinstatement to the portions of respondent Andres' land already vacated by them pursuant to the court-approved compromise agreements, which respondent Andres failed to have dismissed by the CAR, on the ground of *res adjudicata*, and which Commissioner Carmelino L. Ipac of the CAR was hearing at the time respondent Andres went to the Court of Appeals. In any event, the dispositive portion of the decision of the Court of Appeals sustaining, in part, herein respondent Andres, is as follows:

"In view of the foregoing considerations, we declare null and void the order of respondent Court of July 13, 1964 vacating the judgments of CAR Cases Nos. 2217, 2455 and 2456 as well as the *ex-parte* hearing conducted on August 7, 1964 by Commissioner Carmelino L. Ipac in Reinstatement Cases Nos. 2815, 2816, 2817, 2818, 2819 and 2826. The respondent court is directed to set for hearing and reception of evidence CAR Cases Nos. 2217, 2455 and 2456 for the purpose of determining the following issues: (a) whether the aforesaid

judgments have already become final as claimed; (b) in the negative, whether the evidence to be presented by the parties are of sufficient quantum and quality to justify a declaration of nullity of said judgments on the ground of fraud, violence and/or intimidation, or for nonpayment of the compensation therein agreed upon. In the meantime, the respondent Court is enjoined from proceeding with the reinstatement cases until after final judgment shall have been rendered on the validity of the judgments rendered in the Compromise Agreement cases and to maintain the status quo of the parties in the condition in which they may be found at present. No pronouncement is made as to costs."

Petitioners are now before this Court with the following assignment of errors:

"I

"THE COURT OF APPEALS ERRED IN UPHOLDING THE VALIDITY OF THE DECISIONS OF THE COURT OF AGRARIAN RELATIONS IN CAR CASES NOS. 2217, 2455 AND 2456 FOR SAID DECISIONS ARE NULL AND VOID BECAUSE YOUR PETITIONERS WERE DEPRIVED OF THEIR CONSTITUTIONAL RIGHT TO DUE PROCESS OF LAW.

"II

"THE COURT OF APPEALS ERRED IN DECLARING NULL AND VOID THE HEARING HELD BY THE COURT OF AGRARIAN RELATIONS IN CAR CASES NOS. 2815, 2816, 2817, 2818, 2819 AND 2826, AND IN ENJOINING THE COURT OF AGRARIAN RELATIONS FROM PROCEEDING WITH SAID CASES".

The particular portion of the decision of the Court of Appeals which petitioners assail reads thus:

"The first problem to be resolved is in reference to the Compromise Agreement Cases (2217, 2455 and 2456). What is the effect of the approval by the Court of Agrarian Relations of the compromise agreements between the landholder and the tenant concerning their agricultural tenancy relationship in the absence of a pending case between them? In this regard, the Court of Agrarian Relations in a number of cases (CAR Cases Nos. 31, 32 and 33-Rizal 158, March 6, 1958) held that "it may hear, decide and settle not only justiciable cases brought before it but also consider, investigate and settle any question or matter involving agricultural tenancy relations" (the Law on Agricultural Tenancy in the Philippines by Judge Guillermo S. Santos, Supplement 1959, page 128). In other words, the Court of Agrarian Relations decisions on the matter are to the effect that by virtue of power granted to it by Section 7 of Republic Act 1267, as amended by Republic Act 1409 (creating the CAR), as well as by the Agricultural Tenancy Act of 1954 itself (Section 21 of Republic Act 1199 as amended by Rep. Act 2263), it had authority to approve Compromise Agreements although made out of court and without its intervention, the principal reason for this stand being that "the Court merely would be achieving the purposes for which it was created - to maintain harmonious relations between the parties and/or prevent future disputes between them, more effectively." Thus, it has declared its authority in the premises "to be independent of any formal petition and therefore capable of being exercised *motu proprio*." To fortify this conclusion, the Court of Agrarian Relations cited the case of *Marquez vs. Marquez*, 73 Phil. 74 (1941), which rules that stipulations in a compromise approved by the Court becomes orders of the Court contained in the judgment rendered in accordance with the compromise. Under Article 2038 NCC, 'a compromise is a contract whereby the parties, by making reciprocal concessions, avoid a litigation or put an end to one already commenced.' Upon the other hand, Article 2037, NCC, states that '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.' From these provisions of the New Civil Code herein quoted, it is clear that a compromise may either be judicial or extrajudicial, depending upon whether its object be to terminate a suit already instituted or to avoid a future litigation. Whether it be judicial or extrajudicial, a compromise has, with respect to the parties, the same authority as *res judicata* with the sole difference that only a compromise made in court may be enforced by execution in accordance with the latter clause of Article 2037, NCC. We find no reason to disagree with the

aforementioned interpretation made by the Court of Agrarian Relations in the sense that the effect of C.A.R. approved agreements, even in the absence of a pending action between the parties, can be equated with that of judicial compromises under Article 2037 of the New Civil Code. And that the C.A.R. was right in extending its authority to approve compromise agreements made out of court and without its intervention."

The main gripe of petitioners centers on the manner in which the questioned compromise agreements were submitted to and approved by the trial court. It is their view that inasmuch as there was then no case pending in said court between them and respondent Andres and neither is there any showing that such a case was even brewing and, more specifically, there was no complaint filed by either of the parties and, consequently, no summons served to any of them, the orders of the trial court approving the said compromise agreements are more or less legally officious and constitute a deprivation of the due process of law to them, apart from the fact that the court had no jurisdiction over the matter by reason, precisely of such absence of a duly filed action therewith. It is enough answer to this posture of petitioners that the service of summons is not always indispensable to the acquisition by the court of jurisdiction over the person of the parties. Such jurisdiction was acquired in the cases in question by virtue of the voluntary appearance of both parties when they jointly submitted for approval of the court the mentioned compromises. More than that, as well observed by the Court of Appeals, the procedure followed by the trial court in respect to said compromise agreements was in line with the then existing practice in the CAR, pursuant to the powers granted to it by law, of approving compromise agreements, although made out of court and without its intervention, "the principal reason for this stand being that the Court merely would be achieving the purposes for which it was created - to maintain harmonious relations between the parties and/or prevent future disputes between them, more effectively."

To be sure, according to petitioners, in their brief, the CAR subsequently yielded to observations brought to its attention regarding the possibility that such practice of approving extrajudicial compromises could be violative of the due process clause of the Constitution and, what is more pertinent, it could also give occasion to the approval of agreements vitiated by the absence of real consent, freely given, of the parties, and for this reason, the then Presiding Judge, Hon. Guillermo Santos of the CAR initiated the amendment of its rules of procedure, and, on July 1, 1959, the CAR approved a rule entitled "Rule 4, Mediation and Arbitration", by which it established what it calls "Pre-Litigation Proceedings", the main pertinent features of which are: (1) the requirement that in instances wherein there exists "a matter or question involving the relation of landholder and tenant for the purpose of settling the same through mediation or arbitration, the proceedings is to be commenced by the filing of a letter-complaint with the Court; (2) that "if the parties to a pre-litigation proceeding, settle their dispute and file a joint petition for the approval of their compromise agreement or if, for failure of the Court's mediation efforts one of the parties files a formal petition, the joint petition or formal petition shall be assigned a new docket number as a 'CAR Case' with necessary reference or notation made in the pre-litigation docket" and that "if the matter is settled amicably, a memorandum of the terms and conditions of the agreement shall be reduced to writing, signed and/or acknowledged by the parties and two witnesses, selected by each party and submitted to the Court for its approval through a joint petition. The written agreement of the parties, if not contrary to law, morals or public policy, may be approved and shall be the basis for the decision or judgment of the court." And it is now contended that:

"(1) Rule 4 requires that the proceedings be commenced by a letter-complaint. There was no letter complaint filed in connection with said cases.

"(2) Rule 4 requires that the court actively participate in the conciliation proceedings in these cases.

"(3) Rule 4 requires that the amicable agreement of the parties be sworn to or acknowledge by the parties in the presence of witnesses. In these cases, it is true that the agreements were acknowledged by the parties, but the acknowledgments were performed before an officer who had no authority to administer oath, and, hence,

the effect is the same as if the agreements were not acknowledged. (Ang Bayan ng Pilipinas, laban kay Tomas Lopez, CA-GR 04148-R, Agosto 21, 1964)

"In resume, therefore, it may be stated that the Court in CAR Cases 2217, 2455 and 2456 not only disregarded the requirements of Rule 4, Rules of the CAR, but approved the agreements of the parties under the very circumstances which said Rule 4 sought to guard against. Considering now that the Court of Agrarian Relations itself, subsequent to the decision in CAR Cases Nos. 31, 32 and 33, adopted a method of procedure virtually abandoning said decision by insuring that the Court will "hear" the parties before rendering judgment, we submit that this Honorable Court erred in relying on said decision." (pp. 18-19 of petitioners' brief)

We do not find merit in petitioners' argument invoking violation of due process. If, indeed, there was any deviation in the cases in question from the rules of the CAR approved on July 1, 1959, the same can not amount to a deprivation of due process, if only for the simple reason that the essence of due process is the requirement of notice and hearing, and, surely, when both parties who could be potential adversaries come together to the court and seek the imprimatur thereof of a written agreement signed by them, the need for notice and hearing loses completely its significance.

It was but proper for the CAR to have adopted procedures to insure that compromises submitted to it for approval do not suffer from any defect in the consent of the parties, but, putting aside the fact that, incidentally, We do not see in the above-quoted pertinent rules, how such laudable purpose could be achieved when what is required, in this connection, is but the filing of a joint petition acknowledged by the parties and two witnesses, and not a mandatory hearing of said petition wherein the court would directly intervene, We do not believe a case of denial of due process may be made out should one of the parties to a compromise approved by the court complain that said compromise suffers from serious flaws in the consent of the parties. At the most, there could be an annulment of the compromise by reason only of lack of consent. Truly, We can make Our decision in this case rest upon the foregoing premises, but considering, however, that since the approval of the Agricultural Land Reform Code on August 8, 1963, not very long after the compromises herein involved were approved, the agrarian courts have been transformed virtually into purely judicial courts stripped of most of the administrative functions it had before, and governed no longer by rules of procedure of its own making but by the Rules of Court, We prefer to decide these cases on a basis which appears to be less controversial and of clearer prospective application than the invoked practice in the CAR.

In truth, the decision of the Court of Appeals is not based exclusively on the juridical import or consequence attributable to the approval by the trial court of the compromises in question. Plain to everyone who would make a detained perusal of the assailed portion of the said decision must be the dictum contained in these words: "Under Article 2038, N.C.C., 'a compromise is a contract whereby the parties, by making reciprocal concessions, avoid a litigation or put an end to one already commenced. Upon the other hand, Article 2037, N.C.C., states that 'a compromise has upon the parties the effect and authority of res adjudicata, but there shall be no execution except in compliance with a judicial compromise'. From these provisions of the New Civil Code herein quoted, it is clear that a compromise may either be judicial or extrajudicial, depending upon whether its object be to terminate a suit already instituted or to avoid a future litigation. Whether it be judicial or extrajudicial, a compromise has, with respect to the parties, the same authority as res adjudicata with the sole difference that only a compromise made in court may be enforced by execution in accordance with the latter clause of Article 2037, N.C.C.". In these words, the Court of Appeals is saying that the approval given by the court to a compromise is not necessary to make a compromise agreement have the effect of res adjudicata upon the parties, the agreement per se, and without more, being res adjudicata upon its perfection and execution, and perhaps more, upon the partial compliance therewith by any of the parties thereto. This is tantamount to saying that even if it were legally tenable to hold that the trial court's approval of the compromise agreements in question was irregular and void, as an act of the said court in

excess of its jurisdiction or even without jurisdiction at all, the *res adjudicata* character of the said agreements is still the agreements themselves by mandate of the aforementioned provisions of the N.C.C., albeit they may not be enforced by execution. In other words, the fact that the trial court, by its order of July 15, 1964, had vacated and set aside its approval of the questioned agreements, on the grounds of denial of due process and want of jurisdiction is inconsequential; the said agreements, by themselves alone, since they are signed by the parties and they had already complied with their terms, constitute *res adjudicata* just the same. And We have no hesitancy in agreeing that this view is fully in accordance with the law. (*Meneses v. De la Rosa*, 77 Phil. 34, 38) Accordingly, We hold that the Court of Appeals is correct in refusing to give its stamp of approval to the trial court's just mentioned nullifying order of July 15, 1964.

The foregoing, however, settles only one aspect of these cases. Actually, the motions for reconsideration in CAR Cases Nos. 2217, 2455 and 2456 alleged as grounds thereof neither denial of due process nor want of jurisdiction, their present pose in these regards being merely an adoption of the grounds of the *motu proprio* order of the trial court of July 15, 1964. What petitioners alleged in their motion were "coercion, intimidation and trickery in securing the signature of the tenants on the compromise agreement aforementioned as well as non-payment of the amounts agreed upon therein." (Decision of CA, *supra*.) These grounds were not passed upon by the trial court nor was any evidence presented to substantiate the same. While it is true that "a compromise in which there is a mistake, fraud, violence, intimidation, undue influence, or falsity of documents is subject to the provisions of Article 1330 of the New Civil Code" (Art. 2038, N.C.C.), and said Article 1330 says that "a contract where consent is given through mistake, violence, intimidation, undue influence, or fraud is voidable", so much so that, as this Court has already held in the case of *Sajona v. Sheriff*, 95 Phil. 955 (Unreported), (G.R. No. L-5603, Aug. 24, 1954) that a compromise has the effect of *res adjudicata* only if there has been no vitiated consent, the jurisprudence in this Court as to Article 1330 holds that there must be clear and convincing evidence of the pre-sence of vitiated consent (*Centenera v. Palicio*, 29 Phil. 470) and that in the Court of Appeals, as to Article 2038, is to the same effect. (*Rojas et al. v. Rumbava*, CA, 52 O.G. 2605) We hold, therefore, that the Court of Appeals acted aptly in ruling that these cases be returned to the trial court for the determination of the truth of the allegation of vitiated consent made by petitioners on the basis of the evidence the parties may present in connection therewith, albeit not in relation to the decisions in question but to the compromise agreements themselves. In this connection, to avoid further delay, the trial court should treat these cases, not merely as motions to set aside the questioned decisions, but as actions to set aside the compromise agreements themselves. To this end, it is not necessary to determine whether or not the said decisions have become final and executory, which is required in the decision of the Court of Appeals.

With the above resolution of the issues in so far as CAR Cases Nos. 2217, 2455 and 2456 are concerned, the appeal in regard to the other six cases, called Reinstatement Cases, bearing CAR Cases Nos. 2815, 2816, 2817, 2818, 2819 and 2826, is automatically resolved along the same lines.

PREMISES CONSIDERED, the decision of the Court of Appeals is affirmed, with the sole modification that the requirement upon the trial court to determine if the decisions in question have already become final is eliminated. No costs.

Concepcion, C.J., Reyes, J.B.L., Dizon, Makalintal, Sanchez, Castro, Fernando, and Teehankee, JJ., concur. Zaldivar and Capistrano, JJ., did not take part.

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