

**ABRA ELECTRIC COOPERATIVE, INC., BOARD OF DIRECTORS OF
THE ABRA ELECTRIC COOPERATIVE, INC., AND EUSTAQUIO
PADAOL, PETITIONERS, VS. THE HONORABLE JUDGE JUAN P.
AQUINO, AS PRESID...**

G.R. No. L-39285. November 29, 1974

Ponente: FERNANDEZ, J.

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FERNANDEZ, J.:

The Court approves, in so far as this case is concerned, the following Compromise Agreement submitted by the parties which bears not only the title of this case but also the titles of two other cases in the CFI of Abra, to wit:

"ABRA ELECTRIC COOPERATIVE,

INC., et al.,

Petitioners

G.R. NO. L-39285

-versus-

For: Certiorari

Prohibition,

THE HON. JUDGE JUAN P. Mandamus &

AQUINO, et al., Preliminary

Respondents.

Injunction.

X-----X

Republic of the Philippines

COURT OF FIRST INSTANCE OF ABRA

Branch I – II

PATERNO AQUINO,

Petitioner

Sp. Civil Case No. 803

-versus-

For: MANDAMUS and

DAMAGES with

ABRA ELECTRIC COOPERATIVE, INC., et al., Preliminary Mandatory
Injunction

Respondents.

X-----X

PATERNO AQUINO,

Petitioner

Sp. Civil Case No. 820

-versus-

For: CONTEMPT

JEREMIAS ZAPATA, et al.,

Respondents..

X-----X

COMPROMISE AGREEMENT

The parties, assisted by their respective counsels in the above-entitled cases, respectfully submit the following compromise agreement –

1. ABRA ELECTRIC COOPERATIVE, INC., the Board of Directors, and the General Manager are hereafter referred to as PARTY OF THE FIRST PART, while Atty. Paterno Aquino is hereafter referred to as the PARTY OF THE SECOND PART;

2. This Agreement is by and between the parties in the above-entitled cases only and shall not set a policy or a precedent for Abra Electric Cooperative, Inc.;

3. The PARTY OF THE FIRST PART has offered to the PARTY OF THE SECOND PART electric service pursuant to Resolutions Nos. 118 and 119 both dated September 26, 1974, copies of which are attached as Annexes "A" AND "B" and made integral parts hereof the PARTY OF THE SECOND PART was furnished with copies of these resolutions with a covering letter dated October 1, 1974 which bears the conformity of the PARTY OF THE SECOND PART, a copy of which is attached as Annex "C" and made an integral part hereof; the application for electric service duly accomplished which is the contract between the parties on the matter of electric service furnished by the PARTY OF THE FIRST PART to the PARTY OF THE SECOND PART is attached as Annexes "D" and "D-1" and made integral parts hereof; the PARTY OF THE FIRST PART shall allow the PARTY OF THE SECOND PART temporary use of ABRECO's Meters now installed in his residence and gas station and the PARTY OF THE SECOND PART shall replace them with meters of his own or pay the value of the installed meters within THIRTY (30) days from date hereof;

4. The PARTY OF THE FIRST PART binds itself to effect electric connection in accordance with paragraphs 1, 2, 3, and 4 hereof, upon the signing of this Compromise Agreement;

5. The parties shall move to dismiss the above-entitled cases without pronouncement as to costs, and without prejudice to the PARTY OF THE SECOND PART pursuing his right to membership with the Abra Electric Cooperative, Inc.;

6. This agreement is executed by and between the parties in a spirit of cordiality and avowal of mutual sincere friendship and respect.

WHEREFORE, it is respectfully prayed that this Compromise Agreement be approved.

Bangued, Abra for Manila, October 24, 1974.

PARTY OF THE

PARTY OF THE

FIRST PART

SECOND PART

ABRA ELECTRIC

(s) ATTY. PATERNO AQUINO

COOPERATIVE, INC.

(t) ATTY. PATERNO AQUINO

By:

As Party and as Counsel
in his behalf

(s) JEREMIAS ZAPATA

(t) JEREMIAS ZAPATA

President and

Chairman of the Board
of Directors

(s) ATTY. ROMEO R. BRINGAS

(t) ATTY. ROMEO R. BRINGAS

Counsel for ABRECO, et al.",

and orders the parties to comply with the same. Annexes "A", "B", "C", "D" and "D-1", mentioned in the Compromise Agreement are made part of this resolution by reference. No costs.

SO ORDERED.

Fernando, (Chairman), Barredo, Antonio, and Aquino, JJ., concur.

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