

**TRESTON INTERNATIONAL COLLEGE, INC., PETITIONER, VS.
EXCELL CONTRACTORS AND DEVELOPERS, INC., RESPONDENT.**

Ponente: DICDICAN, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/84c3817c108d/>**DICDICAN, J.:**

As borne by the record in this case, the petitioner Treston International College, Inc. (TRESTON for short) filed in this Court on October 11, 2013 a petition for review of the Final Award (judgment) made by the Construction Industry Arbitration Commission on August 23, 2013 in CIAC Case No. 06-2013. Then, on November 20, 2013, we promulgated a resolution requiring the respondent Excell Contractors and Developers, Inc. (EXCELL for short) to comment on the petition. Instead of filing its comment on the petition, EXCELL entered into a compromise agreement with TRESTON amicably settling its claims against TRESTON. The compromise agreement between TRESTON and EXCELL was executed or signed on February 25, 2014 and it reads as follows:

“This Compromise Agreement (Agreement) is entered into this February 25, 2014 at _____ by and between:

“TRESTON INTERNATIONAL COLLEGE, INC., a corporation duly organized and existing under Philippine laws, with business address at 32nd St. corner C5 Road, Bonifacio Global City, Taguig City, herein represented by its Vice President for Administration, MARIA LOURDES JOSE (‘TRESTON’);

and

“EXCELL CONTRACTORS & DEVELOPERS, INC., a corporation duly organized and existing under Philippine laws, with business address at Lots 4 and 5, Block 2, 3rd St., Meridian Industrial Complex, Balibago, Sta. Rosa, Laguna, herein represented by its General Manager, MELQUIADES ALEXUS A. CASTILLO (‘EXCELL’).

WITNESSEETH: That –

“WHEREAS, on 28 January 2013, EXCELL filed a Request for Arbitration/Complaint against TRESTON before the Construction Industry Arbitration Commission (CIAC) in connection with Contract Package No. 09:ARCHITECTURAL AND FINISHING WORKS PACKAGE for the construction of TRESTON's school building (‘Project’), which Complaint was docketed as CIAC Case No. 06-2013.

“WHEREAS, on 23 August 2013, the Arbitral Tribunal of CIAC rendered its Final Award, awarding to EXCELL the amount of Php16,279,937.42, broken down as follows:

DESCRIPTION

CLAIMANT'S

CLAIMS (Php)

AWARD (Php)

Balance of the contract price

1,090,624.41

1,090,624.41

Variation/Change Orders

14,000,000.00

14,000,000.00

Extended Overhead Cost

6,298,360.58

0.00

Interest

1,390,284.03

997,473.69

Exemplary Damages

200,000.00

0.00

Attorney's Fees

150,000.00

0.00

Litigation expenses

50,000.00

0.00

P23,197,269.02

P16,088,098.10

Cost of Arbitration

191,839.32

TOTAL AWARD

P16,279,937.42

“WHEREAS, on 13 September 2013, TRESTON filed its Petition for Review before the Court of Appeals

questioning the Final Award. The case has been assigned to the Thirteenth Division and is docketed as CA-G.R. SP No. 131717 ("Treston Appeal").

"WHEREAS, on 11 October 2013, EXCELL filed its own Petition for Review before the Court of Appeals, likewise questioning the Final Award ('Excell Appeal'). The case is now pending before the Eleventh Division of the Court of Appeals and is docketed as CA-G.R. SP No. 132133.

"WHEREAS, EXCELL has filed a Motion for Consolidation of both the Treston Appeal and Excell Appeal with the Thirteenth Division of the Court of Appeals, praying that the Excell Appeal be consolidated with the Thirteenth Division of the Court of Appeals where the Treston Appeal is pending.

"WHEREAS, on 16 January 2014, EXCELL filed with the CIAC a Motion for Execution, praying for the issuance of a Writ of Execution to enforce the Final Award in the amount of Php16,279,937.42.

"WHEREAS, on 03 February 2014, TRESTON filed with the CIAC its Motion for Time to Post Surety Bond to stay the execution of the Final Award.

"WHEREAS, on 10 February 2014, the Arbitral Tribunal issued an Order granting TRESTON a period of fifteen (15) days from receipt thereof to post the required bond.

"WHEREAS, TRESTON and EXCELL have agreed to amicably settle the above cases, upon the terms and conditions hereinafter set forth:

"NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties have agreed as follows:

- TRESTON hereby agrees to pay EXCELL and EXCELL hereby agrees to accept from TRESTON the compromise amount of FOURTEEN MILLION EIGHT HUNDRED TWENTY ONE THOUSAND NINE HUNDRED NINETY EIGHT PESOS & 66/100 (Php14,821,998.66), net of applicable taxes, as full settlement of EXCELL's claims, payable through Unionbank Check No. 6791833 dated January 7, 2014, receipt of which is hereby acknowledged by EXCELL.
- Within five (5) days from the date the said Check has been cleared by the drawee bank:
- TRESTON and EXCELL shall file with the proper Divisions of the Court of Appeals for their consideration and approval a joint motion for judgment based on compromise agreement in both the Treston Appeal and Excell Appeal;
- TRESTON and EXCELL shall file a joint manifestation with CIAC that the Final Award has been fully satisfied based on this Compromise Agreement, with a corresponding motion for the withdrawal of the Motion for Execution previously filed by EXCELL.
- Upon receipt of the full compromise amount of FOURTEEN MILLION EIGHT HUNDRED TWENTY ONE THOUSAND NINE HUNDRED NINETY EIGHT PESOS & 66/100 (Php14,821,998.66), EXCELL shall be deemed to have released and discharged, as it hereby releases and discharges, TRESTON, or any of its directors, officers, and employees, and stockholders, from money and all claims (whether civil, criminal, administrative or otherwise), and thus, be deemed to have waived, as it hereby waives, any and all claims or right of action of whatever nature, whether past, present, future or contingent against TRESTON or any of its directors, officers, and employees, and stockholders arising from the engagement of EXCELL as contractor of the Project.

- The parties herein agree to waive any and all claims and counterclaims they may have against each other arising from both the Treston Appeal and Excell Appeal.

- No waiver of any of the terms of this Agreement shall be valid unless it is in writing and signed by all the parties to this Agreement. The failure of the parties to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of those provisions.

- The Parties have read the Agreement and all its terms and conditions carefully and acknowledge that the same is entered into free of duress, force, misrepresentation, intimidation and any and all other forms of vice of consent. The parties represent that they entered into this Agreement freely, voluntarily, in good faith, and with full knowledge and understanding of their rights and obligations hereunder. This Agreement has been prepared by the combined efforts of the parties and may only be amended in writing by a document so designated and executed by the parties hereto.

- This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and shall supersede any prior expressions of intent or understanding with respect to this transaction. The invalidation of any of the covenants of this Agreement, or any part thereof, shall, in no way, affect any of the other provisions, which shall remain in full force and effect.

- The individual parties or representatives of the corporate parties signing this Compromise Agreement expressly warrant that they are authorized or have been duly authorized to execute and/or to represent and bind their respective principals or corporations.

- All Parties represent and warrant that they have full legal right, power, and authority to execute and deliver this Agreement, and any other documents and instruments required to be delivered in connection herewith and to perform and observe the terms and conditions of the Agreement.

- The Parties agree that each will bear its own costs and attorney's fees in this matter.

“IN WITNESS WHEREOF, the Parties hereto have mutually and voluntarily agreed to the foregoing stipulations and have hereunto signed these presents at the date and place indicated above.

TRESTON INTERNATIONAL EXCELL CONTRACTORS

COLLEGE, INC. & DEVELOPERS, INC.

By: By:

(SGD) MARIA LOURDES JOSE (SGD) MELQUIADES

ALEXUS A. CASTILLO

General Manager

Assisted by: Assisted by:

(SGD) ATTY. PAULO N. (SGD) PLUTARCO

BOMBASE BAWAGAN, JR. /MOST LAW

Counsel for Treston Counsel for EXCELL.”

On March 4, 2014, TRESTON and EXCELL filed in this Court a joint motion for us to render judgment in this case based on their compromise agreement.

We find the foregoing compromise agreement to be not contrary to law, public policy, morals and public order. Thus, we hereby APPROVE the said Compromise Agreement.

Consequently, judgment is hereby rendered based upon and in accordance with the foregoing compromise agreement entered into by and between the parties in this case. The parties are directed to faithfully comply with the terms and conditions set forth in the said agreement.

SO ORDERED.

ISAIAS P. DICDICAN

Associate Justice

WE CONCUR:

MICHAEL P. ELBINIAS

Associate Justice

VICTORIA ISABEL A. PAREDES

Associate Justice

CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution, it is hereby certified that the conclusions in the above decision were reached in consultation before the case was assigned to the writer of the opinion of the Court.

ISAIAS P. DICDICAN

Associate Justice

Chairperson, Twelfth (12[th]) Division

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.