

DARREN R. CONOLE, PLAINTIFF-APPELLEE, VS. MEMBERS: SPOUSES KATE D. ANZANI AND MARCO ANZANI, DEFENDANTS-APPELLANTS.

Ponente: INGLES, G. T., J.

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INGLES, G. T., J.:

In a Resolution dated August 14, 2013[1], this Court referred this case to the Philippine Mediation Center (PMC) for mediation. On record is a Mediator's Report[2] dated January 13, 2014 showing that the parties have entered into an amicable settlement and executed a Compromise Agreement[3], hereunder quoted, to wit:

COMPROMISE AGREEMENT

The Plaintiff-Appellee DARREN R. CONOLE, represented by his counsel of record and Attorney-in-Fact, Atty. Richard T. Bauzon; and the Defendants-Appellants Spouses Kate D. Anzani and Marco Anzi (sic) who are represented by their counsel of record Atty. Rosario Evelyn S. Singco, have agreed to put an end to the above-mentioned case through this Compromise Agreement under the following terms and conditions:

- The parties have agreed to rescind the deed of sale over the subject motor vehicle. Accordingly, the Defendants-Appellants undertake to return the subject motor vehicle to the Plaintiff-Appellee the amount of SEVEN HUNDRED THOUSAND PESOS (P700,000.00) Philippine currency on July 13, 2014, which represents the contract price net of depreciation of the motor vehicle. Upon execution of this agreement, the Defendants-Appellants will issue a post-dated check for the said amount payable to the order of Atty. Richard R. Bauzon, plaintiff-appellee's attorney-in-fact and counsel of record.
- The Plaintiff-Appellee, in turn will turn over the possession of the subject motor vehicle together with its Official Receipt and Certificate of Registration, as well as the Deed of Sale which was executed in his favor upon his receipt through his attorney-in-fact of the post-dated check mentioned in the preceding paragraph.
- In the unlikely event that the Defendants-Appellants fail to make good the check they issued in accordance to par. 1 hereof, they agree to be held liable for the full amount adjudged against them in the Decision dated January 8, 2013 by the Regional Trial Court, Branch 17, Cebu City in Civil Case No. CEB-35492, and the Plaintiff-Appellee may ask for its immediate enforcement.
- The parties agree to waive whatever claims or counterclaims they may have against each other arising from their transaction over the subject vehicle.
- This Compromise Agreement is immediately final and executory.

This 13th day of January 2014 at the Philippine Mediation Center-CA, Cebu City, Philippines.

DARREN CONOLE

Represented by

(SGD.) ATTY. RICHARD R. BAUZON

Counsel of Record and Attorney-in-Fact

(SGD.) KATE D. ANZANI

(SGD.) MARCO ANZANI

Assisted by:

(SGD.) ATTY. ROSARIO EVELYN S. SINGCO

(SGD.) MYRNA VALDERRAMA-LIMBAGA

ACM Mediator

A compromise agreement is a contract whereby the parties make reciprocal concessions, avoid litigation, or put an end to one already commenced.[4] Its validity depends on its fulfillment of the requisites and principles of contracts dictated by law; its terms and conditions being not contrary to law, morals, good customs, public policy and public order.[5]

A scrutiny of the aforequoted agreement reveals it is a compromise agreement sanctioned under Article 2028 of the Civil Code. Its terms and conditions are not contrary to law, morals, good customs, public policy and public order. Hence, judgment can be validly rendered thereon.

WHEREFORE, finding the Compromise Agreement dated January 13, 2014 not to be contrary to law, morals, good customs, public policy and public order, it is hereby APPROVED and judgment is rendered based on said agreement which is final and immediately executory. The parties are enjoined to comply strictly and in good faith with the terms, conditions and stipulations contained therein. Accordingly, this appeal is hereby DISMISSED. Let the records of this case be removed from the docket of this Court.

SO ORDERED.

Lagura-Yap, & Quijano-Padilla, JJ., concur.

[1]Rollo, pp. 219-220

[2] Signed by Appellate Mediator, Atty. Myrna V. Limbaga and Kareen S. Gabiana (MSOV/MSAI).

[3] Rollo, pp. 231-232.

[4] Uy v. Chua, G.R. No. 183965, September 18, 2009, 600 SCRA 806, 817; California Manufacturing Company, Inc. v. The City of Las Piñas, G.R. No. 178461, June 22, 2009, 590 SCRA 453, 457; Tankiang v. Alaraz, G.R. No. 181675, June 22, 2009, 590 SCRA 480, 496.

[5] Calingin v. Civil Service Commission, G.R. No. 183322, October 30, 2009, 604 SCRA 818, 824.

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