MARITESS P. ELBINIAS, PETITIONER, VS. THE BOARD OF DIRECTORS OF DONA JUANA TOWNHOMES ASSOCIATION, JERRY LUCAS, ROBERT CRESPO, ODETTE PERLADA, JOHN JOHN TORRES, EVELYN DUMDUM, RU...

Ponente: PERALTA, JR., E. B., J.

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PERALTA, JR., E. B., J.:

After the Resolution of October 18, 2013,[1] the Rollo yielded the Mediator's Report[2] and appended thereto was the parties' Joint Motion to Approve Compromise Agreement[3] the pertinent portions of which read thusly:

> - Respondents shall not pose any obstacle to the transfer under the name of the new owner of the Property located at Unit 46, Dona Juana Townhomes, Pasig City (hereafter, “Property”);
>
> - Pending the transfer of the Property in the name of the new owner, the Parties hereby agree that neither of them shall take any action to enforce or execute against each other the HLURB Decision dated 23 November 2011 in HLURB Case No. NCRHOA-030811-1465 and the Decision of the HLURB Board of Commissioners dated 10 July 2012 in HOA-A-120125-0427 (hereinafter collectively referred to as “HLURB Decisions”). Furthermore, respondents warrant that no action shall be taken by them or their agents or successors against Complainant and her privies and successors-in-interest which are contrary to the HLURB Decision;
>
> - After the transfer in the name of the new owner of the Property and upon faithful compliance by the Parties of all the terms of this Agreement, the Parties shall forever be barred from taking any action to enforce or execute the HLURB Decisions. Upon such events, the parties' rights, obligations, or relations with each other shall be deemed to have ceased and terminated. All of those that are deemed to have ceased and terminated upon the occurrence of such events shall include all the causes of action, monetary claims, claims and counterclaims of the parties against each other, against their respective privies, agents, transferees and against any persons or entities connected with, involved with, or incidental to the aforequoted HLURB Case and/or their respective appeals of the HLURB Decision. All of those that are deemed to have ceased and terminated upon the occurrence of such events shall also include the Parties releasing each other from any obligation, whether arising out of the matters in the original HLURB Complaint or with membership with the Association. The parties therefore waive upon the occurrence of such events any and all such rights and obligations, including those from their case/s and appeals against each other;
>
> - Since respondent Board acts on behalf of the Dona Juana Townhomes Association (hereafter, “Association”), the terms of this Agreement are thus binding on the Association and upon any subsequent and future Board of Directors. The incumbent Board of Directors of Dona Juana Townhomes Association executes this Agreement and binds itself to this Agreement through the Board Resolution attached herein as Annex “A”, which Resolution satisfactory reflects the will and consent of the incumbent Board and its successors-in-interest. The Board also authorizes the President of the Association to sign this Agreement in behalf of the Board. The faithful compliance of the terms herein and the proper authority of the President of the Association to sign this Agreement are among the premises of the validity of this Agreement.
>
> - Pending the transfer of the title over the Property under the name of the new owner, any violation of this

> Agreement whether or not committed during the existence of subsequent and future Boards shall render this Agreement invalid and ineffectual ab initio. Consequently, any such violation shall revert to the situation wherein the parties were at the time of the execution of this Agreement.
>
> - This Agreement shall be submitted by the parties to the Court of Appeals in all of the appealed cases by the parties, in their respective appeals as the basis of the parties for "Judgment Based on Compromise Agreement" in those appeals.

Inasmuch as the foregoing terms are in accord with law, the subject Joint Motion to Approve Compromise Agreement is hereby APPROVED. Accordingly, judgment is hereby rendered in accordance therewith and the parties are hereby enjoined to comply with their covenant with utmost fidelity.

SO ORDERED.

Reyes, Jr. J.C., Chairperson, and Acosta, F. P., JJ., concur.

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[*]Per Office Order No. 15-15-ABR dated January 20, 2015 effective February 2, 2015.

[1] Rollo, page 291.

[2] Dated November 25, 2014, Rollo, page 272.

[3] Dated November 21, 2014, Rollo, pp. 293-304.

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