HAIDE HO NEBRES DONGUINES, PETITIONER-APPELLANT, VS. ALLAN ROY DONGUINES, GLORIA NINFA DONGUINES AND ABELARDO DONGUINES, RESPONDENTS- APPELLEES.

Ponente: HERNANDO, J.

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HERNANDO, J.:

Before this Court is an appeal seeking review of the January 20, 2012 Decision[1] and July 6, 2012[2] Order of the Regional Trial Court (RTC), Branch 43, of Bacolod City as well as its January 3, 2012[3] and December 9, 2011[4] Orders in Civil Case No. 11-1570, an action for violation of Republic Act (R.A.) No. 9262[5] with an application for Permanent Protection Order and/or Temporary Protection Order.

The Antecedents:

On May 16, 2011, Haide Ho Nebres Donguines[6] filed a Petition before the court a quo against her husband Allan Roy Donguines for violation of R.A. No. 9262. She also applied for a Temporary Protection Order, which was granted[7] by the trial court on May 24, 2011.

On November 2, 2011, the parties filed a Compromise Agreement[8] dated October 21, 2011. Subsequently, on November 4, 2011, appellant filed an Urgent Motion to Withdraw Compromise Agreement[9] alleging, among others, that she was forced by her husband to execute and sign the agreement. On December 9, 2011, the trial court issued its assailed Order denying the appellant's motion to withdraw the Compromise Agreement. It ruled that appellant failed to satisfactorily prove that her consent was vitiated when she signed the document. The trial court also pointed out that it was the appellant and her counsel who prepared the Compromise Agreement without the participation of her husband, Allan Roy Donguines, or his counsel. Consequently, the trial court was not convinced that appellant and her counsel were coerced into signing the document because of fraud or duress.

Aggrieved, appellant moved to reconsider[10] the trial court's December 9, 2011 Order but it was, nevertheless, denied by the assailed January 3, 2012 Order. Thereafter, the trial court rendered its January 20, 2012 Decision approving the Compromise Agreement executed by the parties.

On January 24, 2012, appellant filed a Motion for Reconsideration[11] of the trial court's January 3, 2012 Order. Afterwards, on January 27, 2012, she filed another Motion for Reconsideration[12] praying for the recall of the trial court's January 20, 2012 Decision and reiterating the withdrawal of the Compromise Agreement. On July 6, 2012, the trial court issued its assailed Order denying the two Motions for Reconsideration.

Hence, the current appeal before Us.

The Issues:

The issues here are whether or not the trial court erred in (1) denying the withdrawal of the October 21, 2011 Compromise Agreement and (2) approving said agreement.

The Court's Ruling

The appeal is bereft of merit.

At the onset, this appeal should have been dismissed since a judgment rendered in accordance with a compromise agreement is immediately executory and there is no appeal from such judgment. In Domingo v. Court of Appeals,[13] the Supreme Court was emphatic:

> A compromise is a contract whereby the parties, by making reciprocal concessions, avoid a litigation or put an end to one already commenced. Essentially, it is a contract perfected by mere consent, the latter being manifested by the meeting of the offer and the acceptance upon the thing and the cause which are to constitute the contract. Once an agreement is stamped with judicial approval, it becomes more than a mere contract binding upon the parties; having the sanction of the court and entered as its determination of the controversy, it has the force and effect of any other judgment.
>
> Consequently, a judgment rendered in accordance with a compromise agreement is immediately executory as there is no appeal from such judgment. The reason for this rule being that when both parties enter into an agreement to end a pending litigation and request that a decision be rendered approving said agreement, it is only natural to presume that such action constitutes an implicit waiver of the right to appeal against said decision.
>
> A compromise may however be disturbed and set aside for vices of consent or forgery. Hence, where an aggrieved party alleges mistake, fraud, violence, intimidation, undue influence, or falsity in the execution of the compromise embodied in a judgment, an action to annul it should be brought before the Court of Appeals, in accordance with Section 9(2) of Batas Pambansa Bilang 129, which gives that court exclusive original jurisdiction over actions for annulment of judgments of regional trial courts.

Prescinding from the foregoing, appellant should have filed a Petition for Annulment of Judgment under Rule 47 of the Rules of Court instead of an ordinary appeal.

In any event, putting aside this procedural infirmity, We still find no cogent reason to annul the trial court's January 20, 2012 Decision which was based on the October 21, 2011 Compromise Agreement. Here, the grounds relied upon by appellant to nullify the Compromise Agreement is the purported employment of fraud and misrepresentation by her husband. Moreover, she claimed that the agreement was signed under duress and was a serious mistake. We are not convinced. Other than her bare allegations, appellant has not satisfactorily proven that her husband actually coerced and deceived her into executing and signing the Compromise Agreement. It is an age-old rule in civil cases that he who alleges a fact has the burden of proving it and a mere allegation is not evidence.[14]

On the other hand, a painstaking review of the records would show that appellant's execution of the Compromise Agreement was deliberate and voluntary. It is not contested that appellant and her counsel personally prepared the document themselves. The only participation of the other party was merely to affix their signatures thereto. Thus, there could have been no serious mistake in the execution thereof. Likewise, appellee Allan Roy Donguines could not have employed fraud and misrepresentation since he had no hand in drafting said document. Hence, appellant should not now be allowed to repudiate the very document which she and her counsel solely prepared. It is a well-entrenched doctrine that "the law does not relieve a party from the effects of an unwise, foolish, or disastrous contract, entered into with all the required formalities and with full awareness of what they were doing" and "a compromise entered into and carried out in good faith will not be discarded even if there was a mistake of law or fact, because courts have no power to relieve parties from obligations voluntarily assumed, simply because their contracts turned out to be disastrous deals or unwise investments."[15]

Parenthetically, appellant contends that her husband filed the criminal cases to gain leverage against her and for him to compel her to sign the Compromise Agreement. We are not persuaded. It is worth noting that appellee

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Allan Roy Donguines has compelling evidence proving appellant's adulterous relation with a foreign national. This fact is even corroborated by appellant's own admission that her husband discovered the pictures of her meeting with a foreigner.[16] Therefore, there is no doubt that Allan Roy filed the criminal cases simply to redress the wrong done by appellant against him and nothing more. Moreover, it bears stressing that the criminal complaints were filed prior to the instant case and long before the execution of the Compromise Agreement. Hence, appellant's contention deserves scant consideration. It is inconceivable to believe that Allan Roy filed the criminal cases so that his wife would later sign a compromise agreement that she and her counsel would solely prepare in the future. Conversely, it is more reasonable to conclude that the instant case was filed as a mere afterthought and for appellant to secure a compromise agreement as to cause the withdrawal or dismissal of the criminal cases against her. It is such a suspicious coincidence that barely two months after Allan Roy filed the criminal cases against his wife, the latter also filed the instant case against him.

Along the same vein, it does not escape this Court's attention that one of the primordial reasons why appellant seeks to withdraw the Compromise Agreement is because of her husband's failure to withdraw or cause the dismissal of the cases against her. The withdrawal or annulment of the Compromise Agreement is not the only recourse that appellant has at her disposal in order to compel her husband to comply with the terms of the agreement. To ensure that the terms of the Compromise Agreement are faithfully observed, appellant should file the proper remedy with the appropriate court.

WHEREFORE, in view of all the foregoing considerations, the January 20, 2012 Decision and July 6, 2012 Order of the Regional Trial Court, Branch 43, of Bacolod City as well as its January 3, 2012 and December 9, 2011 Orders are hereby AFFIRMED. Costs on petitioner-appellant.

SO ORDERED.

Quijano-Padilla, and Azcarraga-Jacob, JJ., concur.

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[1] Penned by Hon. Philadelfa B. Pagapong-Agraviador, Rollo, pp. 25-27.

[2] Rollo, p. 28.

[3] Rollo, p. 29.

[4] Rollo, pp. 30-31.

[5] "An Act Defining Violence Against Women And Their Children, Providing For Protective Measures For Victims, Prescribing Penalties Therefore, And For Other Purposes."

[6] Hereinafter appellant.

[7] Original Records, pp. 26-27.

[8] Original Records, pp. 72-75.

[9] Original Records, pp. 76-79.

[10] Original Records, pp. 95-98.

[11] Original Records, pp. 114-117.

[12] Original Records, pp. 118-122.

[13] G.R. No. 102360, March 20, 1996.

[14] Heirs of Cipriano Reyes v. Calumpang, G.R. No. 138463, October 30, 2006.

[15] Rolando Sanchez, et. al. v. Court of Appeals, G.R. No. 108947, September 29, 1997.

[16] Original records, p. 2.

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