

IN RE: PETITION TO CANCEL NOTICE OF LEVY LIBERTY INSURANCE CORPORATION, PETITIONER-APPELLANT, VS. TRINIDAD E. ELEJORDE, OPPOSITOR-APPELLEE.

G.R. No. L-39857. November 17, 1978

Ponente: MAKASIAR, J.

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MAKASIAR, J.:

The parties, praying for judgment, filed on September 19, 1978 the following Compromise Agreement:

"This AGREEMENT, made and executed by and between:

"TRINIDAD E. ELEJORDE, Filipino, of legal age, widow, and a resident of Calamba, Laguna, hereinafter called FIRST PARTY

-and-

"GERTRUDO FAJARDO and PONCIANA LAPLANA, both Filipinos, of legal age, and residents of Lecheria, Calamba, Laguna, hereinafter called SECOND PARTIES,

- Witnesseth, that -

"SECOND PARTIES are the petitioners-appellants (by substitution in lieu of the original petitioner-appellant Liberty Insurance Corporation) and FIRST PARTY is the oppositor-appellee in Case G.R. No. L-39857 of the Supreme Court; said case G.R. No. L-39857, entitled Liberty Insurance Corporation, petitioner-appellant vs. Trinidad E. Elejorde, oppositor-appellee, is an appeal taken by SECOND PARTIES from a decision of the Court of First Instance of Laguna rendered in a Petition to Cancel Notice of Levy filed in LRC Record No. 8416;

"Said Petition to Cancel Notice of Levy relates to Entry No. 86100 on Transfer Certificate of Title No. 56733 of the Registry of Deeds of Laguna, which is an annotation of Notice of Levy in terms reading as follows:

'Entry No. 86100-Notice of Levy - In favor of Trinidad E. Elejorde - All rights, title and interest and participation of Aurora Salgado may have in and to the property described in this title is subject to a Notice of Levy, executed by Francisco C. Manabat, Provincial Sheriff of Laguna in Civil Case No. B-627, CFI of Laguna Br. One, entitled "TRINIDAD E. ELEJORDE, Plaintiff versus AURORA SALGADO MARASIGAN AND LUIS MARASIGAN, Defendants," filed in Ex. No. T-22186.

Date of Instrument: July 17, 1968

Date of Inscription: July 19, 1968

'(SGD.) VICENTE O. BENITEZ
Register of Deeds'

"By virtue of subsequent transfers of the property covered by said TCT No. 56733 and consolidation with another property, without the notice of levy above referred to being lifted or cancelled, said Entry No. 86100 was carried over to and now remains annotated on the following certificates of title of the Registry of Deeds of Laguna; Nos. T-54257, 54258, 54259, 54260, 54261, 54262 and T-54263, all registered in the names of SECOND PARTIES;

"Without regard to the merits of the original Petition to Cancel Notice of Levy aforementioned and of the appeal therefrom presently pending as Case G.R. No. L-39857 of the Supreme Court also already referred to, the parties have mutually agreed, and do now agree, to amicably settle the same, the FIRST PARTY to withdraw her opposition to the cancellation of said Notice of Levy in consideration of receiving from SECOND PARTIES a compromise amount hereinafter stated in satisfaction of the rights or claim for which the levy was made;

"NOW THEREFORE, for and consideration of the foregoing, and of the sum of EIGHT THOUSAND (P8,000.00) PESOS, Philippine Currency, receipt of which is hereby acknowledged as full and final settlement of her claim subject to the annotated levy, FIRST PARTY hereby formally agrees and consents to the striking and cancellation of the aforementioned Notice of Levy, Entry No. 86100 from Transfer Certificates of Title Nos. T-54257, 54258, 54259, 54260, 54261, 54262, and T-54263, all of the Registry of Deeds of Laguna;

"It is further mutually agreed by the parties that:

"1. FIRST PARTY shall formally and in writing inform Mr. Francisco C. Manabat, Provincial Sheriff of Laguna, or his lawful successor, that she has no objection to the cancellation of said Notice of Levy, Entry No. 86100, from the various certificates of title already referred to;

"2. Both parties hereto shall assist and cooperate with one another to obtain from the Provincial Sheriff of Laguna an official and formal request addressed to the Register of Deeds of Laguna seeking lifting and cancellation of said Notice of Levy, Entry No. 86100, and otherwise in making appropriate representations to the Register of Deeds of Laguna or other official for the lifting and cancellation of said Notice of Levy;

"3. Both parties shall join in informing the Supreme Court, by appropriate pleading, of this AGREEMENT or of the substance thereof, and in obtaining from said Court such a resolution or disposition as shall terminate G.R. No. L-39857 without further proceedings and, if possible directing or allowing cancellation of said Notice of Levy in accordance with the terms of this AGREEMENT;

"4. Both parties, finally mutually promise each other to execute any further writings or instruments that may be necessary to carry out the terms of this AGREEMENT or give effect to their mutual intent and purpose as appears therein."

The aforequoted Compromise Agreement is not contrary to law, public policy, morals, or public interest.

WHEREFORE, THE FOREGOING COMPROMISE AGREEMENT IS HEREBY APPROVED AND THE PARTIES THERETO ARE HEREBY DIRECTED TO ABIDE BY THE TERMS AND CONDITIONS THEREIN STIPULATED. THIS CASE IS HEREBY DECLARED CLOSED AND TERMINATED. NO COSTS.

SO ORDERED.

Teehankee, (Chairman), Muñoz Palma, Santos, and Guerrero, JJ., concur.

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