

**WACK-WACK TWIN TOWERS CONDOMINIUM CORPORATION,
PETITIONER, VS. HON. CARLOS A. VALENZUELA, PRESIDING JUDGE
OF THE REGIONAL TRIAL COURT OF MANDALUYONG CITY,
BRANCH 213, GERARDO M....**

Ponente: SADANG, J.

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SADANG, J.:

Petitioner Wack Wack Twin Towers Condominium Corporation filed before this Court a Petition for Annulment of Judgment[1] praying for the annulment of the Order dated May 23, 2012 of the Regional Trial Court (RTC) of Mandaluyong City, Branch 213, in LRC Case No. MC-10-566, entitled "SPS. Ghee Cheng Khoo & Ma. Rosario L. Khoo, Petitioners v. Golden Dragon Real Estate Corporation, represented by Ma. Victoria M. Vasquez, Respondent."

Petitioner alleges that the RTC rendered a Decision in the afore- mentioned case dated October 11, 2011, the dispositive portion of which reads:

WHEREFORE, premises considered, finding the instant petition partly meritorious, the same is hereby GRANTED.

In view thereof, judgment is hereby rendered, as follows:

- the respondent, Golden Dragon Real Estate Corporation, is ordered to surrender to the petitioners herein the owner's duplicate copies of Condominium Certificate of Title Nos. 2436, 2447 and 2459;
- in case of failure or refusal by the respondent to surrender said owner's duplicate titles, the Register of Deeds of Mandaluyong City is directed to annul/cancel the Condominium Certificate of Title Nos. 2436, 2447 and 2459 in the name of respondent Golden Dragon Real Estate Corporation; and
- after annulment/cancellation of the Condominium Certificate of Title Nos. 2436, 2447 and 2459 in the name of respondent Golden Dragon Real Estate Corporation, the Register of Deeds of Mandaluyong City is directed to issue now Condominium Certificate of Title Nos. 2436, 2447 and 2459 in the name of petitioner, Ma. Rosario L. Khoo.

SO ORDERED.[2]

Petitioner alleges that after the foregoing decision became final and executory on November 5, 2012, private respondents Spouses Chee Cheng Khoo and Ma. Rosario L. Khoo filed a Motion for Reconsideration on November 8, 2011 and a Supplement to the Motion for Partial Reconsideration on February 16, 2012 praying that the petitioners be considered not liable for payment of past association dues.[3] The RTC then issued the assailed Order, dated May 23, 2012, amending the October 11, 2011 Decision, disposing thus:

WHEREFORE, the Supplemental Motion for Partial Reconsideration is hereby admitted and the Motion for Reconsideration to the Decision dated October 11, 2011 is GRANTED since the inherent power of the court

carries with it the authority to cause a modification of the decision when it becomes imperative in the higher interest of justice or when supervening events warrant it.

In view thereof, the Decision dated October 11, 2011 is amended to include, as follows:

- a. to cancel the mortgage annotated at the back of CCI Nos. 2436, 2447 and 2459; and
- b. to consider the petitioners not liable for the payment of past association dues in the total amount of nine million six hundred sixty eight thousand two hundred fifty seven pesos and 53/100 (P9,668,257.53) as of November 20, 2011.

SO ORDERED.[4]

On November 7, 2012, public respondent Sheriff Gerardo M. Umali issued a Notice to Comply requiring petitioner to comply with the assailed Order and it was only then that petitioner learned of the decision of the RTC. Petitioner alleges that the RTC had no jurisdiction over it because it was never a party to the case.

Private respondents Spouses Khoo timely filed their Answer[5] alleging, among others, that: the statement in the amended decision that they are not liable for past association dues was in the context of their non-liability in their personal capacity for the association dues previously incurred by Golden Dragon; the question of liability raised before the RTC only involved them and Golden Dragon and they did not seek any relief that would have mooted the right of petitioner to association dues; and this petition is not the appropriate remedy available to petitioner.

This Court also issued summons to Golden Dragon which filed an Answer,[6] dated May 14, 2014, alleging that: the decision of the RTC had already become final and executory and Spouses Khoos' motions should have been dismissed outright for being pro forma; the issue on liability for association dues should have been resolved only if petitioner, as indispensable party, were impleaded; and considering that the assailed Order is void, the cancellation of the CCTs and the issuance of new titles in favor of the Spouses Khoo is void.

Petitioner filed a Motion for Extension of Time to File Reply, dated July 4, 2014, however, on July 31, 2014, petitioner and Spouses Khoo filed a Joint Motion to Approve Compromise Agreement[7] praying that judgment be rendered approving the Compromise Agreement. The Compromise Agreement[8] reads thus:

COMPROMISE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is entered into this ____ day of July 2014 at Mandaluyong City, Philippines, by and between:

SPOUSES GHEE CHENG KHOO and MA. ROSARIO L. KHOO, with address at Unit 403, Erlag Building, 102 Esteban Street, Legaspi Village, Makati City, and herein after referred to as the FIRST PARTY;

- and -

WACK WACK TWIN TOWERS CONDOMINIUM CORPORATION, a corporation duly organized and existing under Philippine law with address at Wack Wack Twin Towers Condominium, Old Wack Wack Road, Mandaluyong City, and hereinafter referred to as SECOND PARTY.

WITNESSETH: That -

WHEREAS, the FIRST PARTY and the SECOND PARTY are party to LRC Case No. MC-10-556 pending before the Regional Trial Court of Mandaluyong City, Branch 213 and C.A.-G.R. S.P. No. 130721 pending before the Court of Appeals (the "Subject Cases").

WHEREAS, the subject matter of the Subject Cases include the three condominium units in the Wack Wack Twin Towers owned by the FIRST PARTY (the "Subject Units") and the SECOND PARTY's claim thereon;

WHEREAS, the parties wish to settle all the issues and claims in the above-captioned cases, under the terms and conditions set forth below:

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and agreements provided hereunder, the parties hereby agree as follows:

1. As full settlement of the SECOND PARTY's claim for association dues, special assessments and other charges that have accrued until 30 June 2014 on the Subject Units, the FIRST PARTY shall pay the SECOND PARTY the amount of Three Million Five Hundred Thousand Pesos (P3,500,000.00) (the "Compromise Amount") in accordance with the following schedule:

a. One Million Pesos (P1,000,000.00) upon execution of this Agreement;

b. Two Million Five Hundred Thousand Pesos (P2,500,000.00) payable in twelve equal monthly installments of Two Hundred Eight Thousand Three Hundred Thirty Three Pesos and Thirty Three Centavos (P208,333.33), the first installment of which shall be paid upon execution of this Agreement; and

c. The remaining eleven (11) installments shall be covered by post-dated checks that shall be delivered to the SECOND PARTY simultaneous to the execution of this Agreement.

2. After signing of this Agreement and delivery of initial payment and the post-dated checks mentioned in the preceding paragraph, the FIRST PARTY may take possession of the Subject Units and perform acts of ownership thereon, such as causing the improvement or renovation thereof.

3. After signing of the Agreement, the parties shall jointly move for the approval of this Agreement and the dismissal of the Subject Cases in the respective courts where they are pending.

4. The SECOND PARTY shall refrain from enforcing its claim against the FIRST PARTY while full payment of the Compromise Amount is pending. Upon full payment of the Compromise Amount, the SECOND PARTY shall cause the cancellation of the Notice of Assessment currently annotated on the titles to the Subject Units. This shall not cover any obligations to the SECOND party that accrue after 30 June 2014.

5. This Compromise Agreement shall be binding on the parties hereto and their respective heirs, assigns and successors-in-interest. The signatories to this Compromise Agreement warrant their capacity and authority to act and bind themselves and/or respective principal in the manner set forth above.

6. The parties agree to faithfully comply with the terms and conditions of this Compromise Agreement. In the event that FIRST PARTY fails to pay any of the above-mentioned amounts, the SECOND PARTY may move for the execution of any unpaid amount against the FIRST PARTY.

7. The parties have read and understood the entirety of the foregoing Compromise Agreement and give their consent hereto willingly and voluntarily with full knowledge of their rights under the law.

WITNESS WHEREOF, the parties have signed this Agreement this ____ day of July 2014 at Mandaluyong City, Philippines.

(SGD.) GHEE CHENG KHOO

WACK WACK TWIN

FIRST PARTY

TOWER S CONDOMINIUM

CORPORATION

SECOND PARTY

(SGD.)MA. ROSARIO L. KHOO

by:

FIRST PARTY

(SGD.) HECTOR O. FLORENTO

President

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

C I T Y O F M A N I L A) S S.

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared this 18[th] of July, 2014, the following:

Name

ID No.

DATE & PLACE
ISSUED

GHEE CHENG KHOO Senior Citizen's ID No. 51798 9-9-11, Makati

MA. ROSARIO L. KHOO Senior Citizen's ID No. 74345 10-8-13, Makati

HECTOR O. FLORENTO PASSPORT No. EB 26515 6-10-11, Manila

all whom are personally known to me or identified through competent evidence of identity to be the same persons who acknowledged to me that they voluntarily signed the foregoing instrument, that the same is their free and voluntary act and deed and that they are authorized to sign the foregoing instrument in a representative capacity, if signing as such.

(SGD.) ATTY. DELFIN R. AGCAOILI, JR.
NOTARY PUBLIC

Doc. No. 368;
Page No. 37;
Book No. 201;
Sereis of 2014.

This Court finds that the terms and conditions of the Compromise Agreement are not contrary to law, morals, good customs, public order, or public policy.[9]

WHEREFORE, premises considered, the Compromise Agreement entered into by petitioner Wack Wack Twin Towers Condominium Corporation and private respondents Spouses Ghee Cheng Khoo and Ma. Rosario L. Khoo

is hereby APPROVED and JUDGMENT is rendered in accordance therewith. The parties are directed to strictly and completely comply with the terms and conditions of the Compromise Agreement.

SO ORDERED.

Dimaampao, (Chairperson), and Ybañez, JJ., concur.

[1] Rollo, pp. 8-35.

[2] Id. at 46.

[3] Id. at 68.

[4] Id. at 88-89.

[5] Id. at 339-349.

[6] Id. at 381-406.

[7] Id. at 463-466.

[8] Id. at 471-474.

[9] Article 1306, Civil Code of the Philippines.

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