

**JUANITA JUAN-MARCELO, LAURO MARCELO, ANITA
JUAN-LABAYOG, VICTORINO LABAYOG, ERLINDA JUAN-SINGSON,
AMADO SINGSON, JUAN S. JUAN, JR., GUADALUPE REYES-JUAN,
ORLANDO S. JUAN, VIRGIN...**

G.R. No. L-27268. January 29, 1968

Ponente: ZALDIVAR, J.

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ZALDIVAR, J.:

This case is before this Court on appeal by the defendants, who are at the same time third-party-plaintiffs, from the decision of the Court of First Instance of Manila, in its Civil Case No. 54871, dated August 8, 1966, the dispositive portion of which reads as follows:

"WHEREFORE, the Court hereby renders judgment annulling the Deed of Sale (Exhibits B & 65) and ordering the cancellation of the Transfer Certificate of Title No. 46415 issued in the name of defendant Equitable Development Company and another one issued in the name of the plaintiffs, and ordering the defendants to pay the plaintiffs, jointly and severally:

"(a) the sum of P49,000.00 representing one-half of the fair market value of the improvement which was demolished by the defendants in 1950;

"(b) the sum of P15,810.00 annually representing one-half (1/2) of the fair annual rental value of the property from October 23, 1946, the date of the order denying the petition for registration of the property in the name of defendant Go Kim Pah and on which date also the obligation of the latter to return the property in accordance with the agreement, until August 31, 1963, the date when the present action was filed, or a total sum of P265,573.91 with interest at the rate of six per cent (6%) per annum from the filing of the complaint;

"(c) the sum of P31,620.00 as the fair rental value of the improvement from September 1, 1963 up to the time the possession of the property shall have been completely restored to the plaintiffs;

"(d) the sum of P10,000.00 as attorney's fees of counsel for the plaintiffs, which is the same amount claimed by defendants; and

"(e) ordering the plaintiffs to pay the defendants the sum of P42,000.00 representing the redemption price of the one-half (1/2) of the property litigated sold by the third-party defendant to defendant Go Kim Pah, which may be set-off or deducted from the sums due the plaintiffs.

"The third-party complaint filed by the defendants third-party plaintiffs against the third-party defendant Juan P. Juan, Sr., is hereby dismissed with costs against the defendants."

A compromise agreement, dated December 29, 1967, signed by all the parties and their respective counsel, was submitted to this Court, as follows:

"COMPROMISE AGREEMENT

"COME NOW the parties assisted by their respective undersigned counsel and to this Honorable Supreme Court respectfully submits the following compromise agreement:

"1. That the plaintiffs-appellees had filed a complaint and an amended complaint against the defendants-appellants docketed as Civil Case No. 54871 of the Court of First Instance of Manila praying for the annulment of sale, cancellation of trans-fer certificate of title, partition, legal redemption by plaintiffs-appellees of one-half (1/2) of the property, and recovery of damages, back rentals, attorney's fees and possession of that certain parcel of land described as follows:

"(T.C.T. No. 46415, Register of Deeds of Manila)

'A PARCEL OF LAND (Lot No. 39 of Block No. 2012 of the Ca-dastral Survey of the City of Manila), with the buildings and improvements thereon, except those herein expressly noted as belonging to other persons, si-tuated on the SE. line of Calle Hormiga District of Binondo. Bounded on the NE. by Calle Hormiga and Lot No. 40 of Block No. 2012; on the SE. by Lot No. 37 of Block No. 2012; on the SW. by Lot No. 38 of Block No. 2012; and on the NW. by Calle Hormiga. Beginning at a point marked 1 on plan, having N. 78 deg. 05'W., 127.86 m. from B.L.L.M. No. 29 and N. 27 deg. 59'W., 51.11 m. from Fire Hydrant No. 331; thence N. 29 deg. 39'W. 14.46 m. to point 2; thence N. 69 deg. 58'E., 8.92 m. to point 3; thence S. 69 deg. 06'E., 8.55 m. to point 4; thence S. 45 deg. 00'E., 0.14 m. to point 5; thence S. 23 deg. 02'E., 12.83 m. to point 6; thence S. 64 deg. 47'W., 15.85 m. to the point of beginning; containing an area of TWO HUNDRED TWENTY SEVEN SQUARE METERS and TEN SQUARE DECIMETERS(227.10), more or less. All points re-ferred to are indicated on the plan and on the ground point 2 is marked by a spike in corner of wall; points 3 to 5 by new galvanized iron spikes; point 6 by a tack on top of wall; bearings true; date of survey, May 23, 1916 - October 6, 1917. x x x'

"2. That the defendants-appellants had filed their answer to the complaint and amended complaint interposing several defenses and also a third-party complaint against Juan P. Juan, Sr. and third-party defendant-appellee, Juan P. Juan, Sr., had filed his Answer thereto with a counterclaim praying for the annulment of sale also prayed for by plaintiff-appellees and for attorney's fees.

"3. That the Court of First Instance of Manila rendered a decision dated Au-gust 8, 1966, and the defendants-appel-lants not being satisfied with the same have already perfected their appeal, sub-mitted their printed Record on Appeal and are as a matter of fact in the process of preparing their Brief to be filed with this Honorable Court. Considering that it will take a long time for said appeal to be decided the parties hereto have agreed to compromise and amicably settle this case.

"4. That for and in consideration of the foregoing premises and of the sum of FORTY TWO THOUSAND PESOS ONLY (P42,000.00), Philippine Currency, which amount the defendants-appellants agree to pay to the plaintiffs-appellees and third-party-defendant-appellee in cash immediately upon the rendition of the Decision or order of the Court approving this Compromise Agree-ment, the parties hereto hereby settle this case amicably and agree as follows:

a. The parties hereto agree that the decision of the Court of First Instance of Manila in said Civil Case No. 54871 dated Au-gust 8, 1966 shall be deemed vacated and set aside and with-out force and effect and in lieu thereof another decision be ren-dered by this Honorable Court, embodying this Compromise Agreement, and declaring the defendant-appellant Equitable Development Company as the true and ab-solute owner of the property described in paragraph 1 hereof and the cancellation of the Notice of lis pendens annotated as Entry No. 3120/2417 under the date of September 2, 1963 on the original of Transfer Certificate of Title. No. 46415, T-507 of the Register of Deeds of Manila at the instance of plaintiffs-appellees;

b. The plaintiffs-appellees and third-party defendant-appellee hereby waive absolutely and forever any and all claims that they have against defendants-appellants and Charles Go, who is also one of the children of

defendant-appellant Go Kim Pah and one of the partners in defendant-appellant Equitable Development Company, and over the property described in paragraph 1 hereof as well as on any improvement which stood, stands or which may be constructed thereon;

c. The parties abandon and relinquish absolutely and finally any and all claims, demands and counterclaims in the complaint, amended complaint, answer, third-party complaint and answer to third-party complaint and in all such other pleadings in this case;

d. Plaintiffs-appellees and third-party-defendant-appellee hereby recognize the present ownership of defendant-appellant Equitable Development Company of the property described in paragraph 1 hereof and of the validity of its title thereto as evidenced by T.C.T. No. 46415 of the Register of Deeds of Manila, as well as the previous acquisition by and ownership of the other defendants-appellants and CHARLES GO of said property; and

e. Plaintiffs-appellees and third-party-defendant-appellee hereby, represent and warrant that they are the only heirs of the deceased Lucia T. Santos and there-tofore the only parties who could have any claim or right to the property, described in paragraph 1 hereof.

"WHEREFORE, it is respectfully prayed that this compromise agreement be approved and that the decision of the Court of First Instance of Manila in Civil Case No. 54871 dated August 8, 1966, be set aside and in lieu thereof judgment be rendered by this Honorable Supreme Court embodying this agreement.

"Manila, Philippines, December 29, 1967."

Finding the foregoing compromise agreement not contrary to law, public order, public policy, morals or good custom, the same is approved. The decision of the lower court of August 8, 1966 is set aside, and in lieu thereof judgment is hereby rendered in conformity with, and embodying the terms and conditions mentioned in, the above-quoted Compromise Agreement. No costs.

IT IS SO ORDERED.

Concepcion, C.J., Reyes, J.B.L., Dizon, Makalintal, Bengzon, J.P., Sanchez, Castro, Angeles, and Fernando, JJ., concur.

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