

SIMEON O. CRUZ, ET AL., PETITIONERS, VS. COURT OF AGRARIAN RELATIONS, ET AL., RESPONDENTS.

G. R. Nos. L-21131-33. December 29, 1965

Ponente: BAUTISTA ANGELO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/b8364340ac25/>

BAUTISTA ANGELO, J.:

On January 1, 1963, Feliciano Domingo, et al., filed with the Court of Agrarian Relations a petition against Jose and Irineo Apostol praying that their palay harvest during the crop year 1962-1963 and thereafter be liquidated on the basis of 70-30% ratio in favor of the tenants after deducting what under the law should be deducted therefrom such as seeds, fertilizers, reaping expenses and threshing fees (Case No. 964); Leonardo Tabing, et al, also filed before the same court against the same respondents petition praying for the same liquidation under the saw terms and conditions (Case No. 965), while Serafio Letusquin, et al. also filed a similar petition with the same co and against Jose Apostol and Simeon O. Cruz praying Unwise for a liquidation of their harvests under the sea terms and conditions (Case No. 966).

On January 14, 1963, respondents filed their the three cases abovementioned wherein after averring several special defenses they moved for the dismissal of the petitions.

On February 8, 1963, a joint hearing was held during which the parties appeared accompanied by their counsel and wherein they reached an amicable settlement the terms of which were agreed upon and dictated in open court, and after the notes were transcribed the settlement was acknowledged and signed by said counsel in the presence of the court. And based on the aforesaid amicable settlement the court rendered decision approving and enjoining compliance with the same.

When on March 8, 1963 respondents came to know of the decision and found that there were terms and conditions which in their opinion should have been included in the agreement but were not included therein, they filed a motion for reconsideration inviting attention to such omission and praying that the same be included in the decision, but the motion was denied.

Hence, respondents interposed the present petition for review.

Section 2, Rule 9 of the Rules of the Court of Agrarian Relations provides as follows:

"Requisites for Execution of Amicable Agreements: For Approval Thereof.—Any agreement arrived at by the parties in settlement as to the whole or any part of their dispute, shall, if feasible to the parties, be entered into by them with the intervention of the Judge or Commissioner assigned to hear their case. The agreement shall be reduced to writing, signed and acknowledged by the parties thereto before the Judge, Commissioner, Clerks of this Court and their Deputies, Clerks of Courts of First Instance, Justices of the Peace and Notaries Public or any other person authorized by law to acknowledge contracts. The written agreement of the parties, if not contrary to law, morals or public policy, may be approved and shall then be the basis for the decision or judgment of the court."

It really appears from the above that should an agreement between a landlord and a tenant be arrived at in settlement of a dispute that may exist between them said agreement shall be reduced to writing and shall be signed and acknowledged by the parties before the judge having cognizance of the case. If the agreement thus concluded is not contrary to law, morals or public policy, it shall be approved and shall then be the basis of the decision of the court. The question that now arises is: Was the agreement arrived at between the parties in the three cases under consideration in settlement of the dispute existing between them entered into in the manner provided by the rule?

Our answer is in the negative it appearing that the agreement, though reduced to writing, was not signed by the parties even if it was entered into in the presence of the court. It appears that such agreement was only arrived at and concluded between the counsel representing both parties who allegedly acted in behalf of their principals, but the record shows otherwise. Indeed, when the tenants came to know that there was a decision rendered by the court based on the alleged amicable settlement concluded between the counsel of both parties they immediately on their own accord filed a motion for reconsideration in an effort to insert therein certain terms and conditions which in their opinion should have been included as they were vital to their interests, but the court denied their request even if they invited its attention to the fact that the agreement was not signed by them in contravention of the requirement of the rule.

We are of the opinion that the court a quo committed an error in not setting aside its decision in order that the tenants may be given an opportunity to be heard, for in doing so it disregarded the real purpose of the rule which is to give them direct intervention in agreements where their dispute with their landlords is involved so that they may the better protect their interests and avoid misunderstanding. The rule has been adopted to advance their interests to the extent that any doubt that might arise in connection with their dispute with their landlords should be resolved in their favor. The action of the court a quo would appear much less justified if we consider what our own rules provide that the counsel of a party in a litigation own rules provide that the counsel of a party in a litigation cannot compromise the same or anything pertinent thereto without express authority (Section 21, Rule 127, old Rules of Court, now Section 23, Rule 138, new Rules of Court), been obtained. Verily, the alleged amicable settlement cannot be sustained to the prejudice of the tenants.

Wherefore, the decision appealed from is set aside. The case is remanded to the lower court for further proceedings. Costs against the landlords.

Bengzon, C. J., Concepcion, Reyes, Dizon, Regala, Makalintal, Bengzon, J. P. and Zaldivar, JJ., concur.

Decision set aside, case remanded.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.