

PAUL JOHN DOWNEY, FOR AND IN BEHALF OF MINOR CHILD ISABELLA DOWNEY, PETITIONER, V. ELIZA VILLAPANDO, RESPONDENT.

Ponente: ELBINIAS, J.

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ELBINIAS, J.:

On September 6, 2012, a Resolution[1] was issued granting the Petition for Habeas Corpus[2] ("Petition" for brevity) filed by petitioner Paul John Downey ("petitioner" for brevity). The Resolution[3] issued a Writ of Habeas Corpus ("Writ" for brevity) commanding the National Bureau of Investigation ("NBI" for brevity) to produce the living body of minor Isabella Downey ("minor Isabella" for brevity) and to submit a return of the Writ before the Regional Trial Court of Pasig City, Branch 69 ("RTC-Br. 69" for brevity). The Resolution[4] also ordered the RTC to conduct a hearing pursuant to the return of the Writ and on the merits of the Petition[5].

Pursuant to Our directive in such Resolution[6] of September 6, 2012, Hon. Lorifel Lacap Pahimna ("Hon. Pahimna" for brevity), Presiding Judge of RTC-Br. 69, filed to Us a Report[7] which stated that the parties in the Petition[8] at bench had filed a "Joint Motion for Judgment Based on Compromise Agreement"[9]. The Report[10] also stated that Hon. Pahimna had approved the parties' Compromise Agreement[11] in an Order[12] dated September 21, 2012, and had enjoined the parties to comply with the contents of their Compromise Agreement.[13]

Hon. Pahimna attached to her Report[14], the Order[15] dated September 21, 2012 and the parties' Compromise Agreement[16]. The parties' Compromise Agreement[17], stated the following:

"I. VISITATION RIGHTS

1. The Parties hereby agree that Paul shall enjoy visitation rights over Isabella and shall have her in his company according to the following terms:

i. While Paul is in London or in such other places not within the Philippines, and as soon as internet connection will be installed in Eliza's house, she will allow Paul and Isabella to communicate via Skype video calls or such other available applications like TANGO, every Saturday and Sunday of each week, at eight o'clock in the evening (8:00 pm) up to nine o'clock (9:00 pm) in the evening of the same days (Philippine time), without need of prior notice or demand. In the meantime that there is no internet connection in Eliza's residence, Paul is free to contact Isabella and talk to her through Eliza's mobile number on the same days and time otherwise intended for Skype video calls. It is understood that only Paul shall talk to Isabella at these times and during these instances, unless otherwise with Eliza's consent.

ii. In the event that Paul returns to the Philippines either for a vacation or upon his decision to settle for good in the country, he shall be allowed to see and visit Isabella every Saturday of each week, from one o'clock in the afternoon (1:00 pm) up to five o'clock in the afternoon (5:00 pm), except on the one Saturday of each month designated for a sleepover arrangement between father and daughter, in which case the succeeding paragraph shall govern.

For the said Saturday visitation, Paul has the option whether to be with Isabella at Eliza's residence or take her outside of the said premises provided she is accompanied by a 'yaya' or governess or such other representative as Eliza may designate. In the event that Paul chooses to take Isabella out of Eliza's residence[,], he shall first notify Eliza of where he is going to take the child. He shall likewise have Isabella in his company at all times, again with the yaya or designated representative in tow.

iii. Once a month, during a weekend, Isabella shall enjoy a sleepover with her father. Paul shall notify Eliza of the intended sleepover at least two (2) days prior to the intended date. Isabella shall therefore be in Paul's company for an uninterrupted period of twenty-four (24) hours from twelve o'clock in the afternoon (12:00 pm) of the designated Saturday up to twelve o'clock of the Sunday following (12:00pm) but in no case to go beyond five o'clock of that Sunday afternoon (5:00pm). The sleepover shall be done at Paul's residence. Should Isabella express any discomfort during her sleep-over with her father, this sleep-over arrangement may be modified by way of court order, upon appropriate motion and hearing at the instance of Eliza.

iv. On the occasions that Paul exercises his visitation rights, whether it be on his Saturday visits or on the designated sleepover schedule, Paul shall shoulder all costs and expenses relating thereto. In this connection, Paul shall, at his own expense, pick up Isabella and her 'yaya' or companion and bring her back to Eliza's residence. It is understood that food expenses for the 'yaya' or companion shall also be for Paul's account.

v. Should Isabella's school activities fall on a Saturday, and provided Eliza notifies Paul of the conflict of schedule at least two (2) days prior to the child's event or activity, he cannot thereby insist on his visitation for that particular Saturday affected.

vi. There can be no instance whereby Eliza can deprive Isabella or Paul of the foregoing once-a-month sleepover schedule. As such, if for any valid reason, the sleepover arrangement as so chosen by Paul does not materialize, it is understood by Eliza that such sleep-over shall be arranged for the next available weekend.

vii. Should Isabella become unavailable due to some ailment or medical condition, Paul shall not take her out [of] Eliza's residence and shall exercise his visitation right at the place of Isabella's confinement or place of recuperation.

viii. Paul commits not to take Isabella out of the country at no given point in time.

2. During the effectivity of this Agreement, the Parties shall observe the following:

i. Observe mutual respect and exercise restraint over the use of offensive, profane, foul or derogatory language, whether it be uttered to each other or in the presence of Isabella, and certainly not in the presence of other people;

ii. Paul shall not, by himself, or through a representative, go to Eliza's residence without prior notice to or consent of Eliza except as herein provided.

iii. Neither Party shall, directly or indirectly, harass the other whether personally, by letters, phone calls, text messages, and the like, nor shall they engage in confrontational or scandalous behavior.

iv. With only Isabella's best interests in mind, neither Party shall expose Isabella to any immoral activity, such as allowing her to witness either Party in romantic liaisons with others or to witness intimate adult activities, or any other illegal or unpleasant activity, such as being under the influence of illegal drugs, alcohol, smoking pornography, gambling, or other activities that would be detrimental to the minor's health, wellbeing, psyche, and development. Further, Paul shall not visit Isabella while under the influence of alcohol or other substances that have the potential to impair his judgment.

v. Whenever Paul visits or comes to pick up Isabella at Eliza's residence, he shall come alone and log-in at the guardhouse of the subdivision.

vi. In the event that Eliza goes out of town with Isabella, whether locally or overseas, Paul's visitation rights shall be exercised in accordance hereof, in such other place, as far as practicable.

II. SUPPORT

1. The Parties hereby agree to mutually support Isabella according to their respective means and according to Isabella's needs.

2. Recognizing that Paul has no visible means of livelihood in the meantime, Eliza shall be the one to provide financial support to Isabella. Once Paul obtains gainful employment, Paul commits to provide Isabella regular financial support, the terms of which shall be subject of a separate agreement. For this purpose, Paul shall notify Eliza as soon as he is gainfully employed, within a week therefrom. He further undertakes to make arrangements for such support within thirty (30) days from his employment in accordance with the terms mutually reached by the Parties in such separate agreement.

III. JUDICIAL APPROVAL

1. The Parties hereby agree to submit this agreement to the approval of the Honorable Court as settlement to the case of Habeas Corpus pending between the Parties. However, even absent such approval in the meantime, the Parties agree to constitute this Agreement on the matter of visitation of the minor child Isabella Downey, as the law between them on the matters as set forth herein and considered effective immediately.

2. Should either of the Parties commit material breach of any of the provisions of this Agreement, the Party aggrieved shall secure from the Court upon proper Motion and hearing the appropriate writ or judicial order for the enforcement of his or her rights under this Agreement. Further, should there be a judicial finding that Paul committed any violation of the terms herein outlined, his visitation rights shall be henceforth suspended until such time that the cause or violation shall have ceased, or when a court order directs the resumption of the exercise of such rights as outlined herein or according to the stipulations stated in the said Order.

IV. MISCELLANEOUS PROVISIONS

1. For all intents and purposes, the addresses of the Parties shall be that as alleged in the Petition for Habeas Corpus (Sp. Pro. No. 126267 Court of Appeals, Manila). Should there be any change in their respective addresses, they shall promptly notify each other in writing.

2. For the duration of this Agreement, the Parties hereby agree to observe mutual respect and cooperation. For the purpose of enforcing his visitation rights, Eliza hereby commits to observe strictly the time and place of visitation agreed upon.

3. This Agreement contains the entire agreement of the Parties relating to the visitation rights of Paul over Isabella, and shall, upon judicial approval hereof, supersede any other agreements which they may have executed in this jurisdiction, with respect to the matters contained herein.

4. This Agreement shall be binding on, and shall inure to the benefit of their heirs, executors, and administrators.

5. This Agreement shall be governed by, and construed in accordance with the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, on the date and place above written."[18] (Emphasis and underlining were made in the original)

Such terms of the Compromise Agreement[19] are shown to be not contrary to law, morals, good customs, public order, or public policy.

In addition, the rule is settled that the RTC enjoys the presumption of regularity in the performance of its official duty[20].

GIVEN ALL THESE, the case at bench is considered CLOSED and TERMINATED.

SO ORDERED.

Dicdican (Chairman) and Gaerlan,[*] JJ., concur.

[*] Acting Junior Member vice Justice N.G. Antonio-Valenzuela per Office Order No. 309-12-ABR

[1] Rollo, pp. 13 - 18

[2] Rollo, pp. 3 - 9

[3] Rollo, pp. 13 - 18

[4] Rollo, pp. 13 - 18

[5] Rollo, pp. 3 - 9

[6] Rollo, pp. 13 - 18

[7] Rollo, pp. 38 - 38-A

[8] Rollo, pp. 3 - 9

[9] Rollo, pp. 38-A, 39

[10] Rollo, pp. 38 - 38-A

[11] Rollo, pp. 47 - 51

[12] Rollo, pp. 39 - 46

[13] Rollo, p. 38-A

[14] Rollo, pp. 38 – 38-A

[15] Rollo, pp. 39 - 46

[16] Rollo, pp. 47 - 51

[17] Rollo, pp. 47 - 51

[18] Rollo, pp. 47 - 50

[19] Rollo, pp. 47 - 51

[20] Sec. 3 (m), Rule 131, Rules of Court

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