

ERNESTO CASTAÑEDA, PETITIONER, VS. HEIRS OF PASTORA MARAMBA & HON. COURT OF APPEALS, SIXTH DIVISION, RESPONDENTS.

G.R. No. L-25569. December 28, 1971

Ponente: REYES, J.B.L., J.

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REYES, J.B.L., J.:

Appeal, by petition for review, from the decision of the Court of Appeals (Sixth Division), in its Case CA-G. R. No. 32140-R, reversing the Judgment of the Court of First Instance of Pangasinan.

The background of the case can be gleaned from the following findings in the appealed decision (Petition, Annex "A"):

"After going over the records of Civil Case No. D-287, the following facts come to light:

1. That Civil Case No. D-287 was insti-tuted by Pastora Maramba against Romulo, Mamer-to, Juanita, Baltazar and Gaudencia, all surnamed Maramba, praying that she be declared the sole heir of the deceased Nicolas Maramba and Cipriano Maramba, and in the alternative, should defendants' rights prevail over the plaintiff's in the succession to the estate of the aforementioned decedents, that said defendants be ordered to execute a deed of reconveyance in favor of plaintiff with respect to an undivided 1/3 portion of the properties enu-merated in the complaint;
2. Defendants Romulo, Mamerto and Juanita, all surnamed Maramba are the children of Nicolas Maramba, while defendants Baltazar Maramba and Gaudencia Maramba are the children of Cipriano Maramba;
3. On September 21, 1956, plaintiff Pastora Maramba and defendants Baltazar and Gaudencia Maramba entered into an amicable settlement in Civil Case No. D-287, embodied in a partial deci-sion of the same date, wherein plaintiff Pastora Maramba was given the one-fourth (1/4) share of lot 117, corresponding to and registered in the name of Cipriano Maramba;
4. On September 4, 1957, plaintiff amended her complaint in Civil Case No. D-287, wherein among other things she (a) included Natalia Arabe as one of the defendants and alleged heirs of Ni-colas Maramba; and (b) in her "Common to both Causes of Action" she stated:

That the plaintiff and the defendants, Baltazar Maramba and Gaudencia Maramba, had already submitted an amicable settle-ment, regarding their respective claims and/or defenses, as recited in this com-plaint, and which was copied in the original complaint, for which this Court, as shown in the records, had already rendered a partial judgment; that, consequently, therefore, all that remains to be decided in the foregoing complaint relates to the plaintiff's action solely against the defen-dants except the above-named Baltazar Maramba and Gaudencia Maramba. (Underscoring supplied)

5. On 5 July 1960, plaintiff Pastora Maramba and defendants Natalia Arabe, Maramba, Mamerto Maramba and Juanita Maramba, entered into an agreement which was approved and embodied in a deci-sion dated August

23, 1960, wherein Pastora Maramba waived and quitclaimed all her claims to the parcels of land subject of the litigation, among which is the one-fourth (1/4) portion of Lot 117, in favor of the aforecited defendants;

6. On January 9, 1962, defendants filed an urgent petition dated December 16, 1961, praying that a supplemental order be issued holding that all plaintiff's claim in the seven parcels of land described in said Civil Case D-287 have been completely waived and quit-claimed in favor of defendants assignee, Atty. Ernesto Castañeda. To this petition plaintiff filed an opposition based principally on the grounds (a) that there is no necessity for plaintiff to again execute another deed for the purpose of renouncing her rights to the proper-ties thereto described; and (b) that it will modify the judgment of August 23, 1960, in the sense that what is prayed for by defendants in their petition will in fact operate to make plaintiff renounce not only the 1/4 portion litigated between them, but the other 1/4 portion liti-gated between plaintiff and defendants Baltazar and Gaudencia Maramba, which has already been the subject of a partial decision.

7. On March 19, 1962, the trial court issued an order denying defendants' aforementioned petition of December 16, 1961, on the ground that defendants seek a relief 'which will have the effect of running counter to, or modifying, the decision dated August 23, 1960, which has already become final and executory.'"

However, upon urgent petition of appellant Castañeda, dated 21 May 1962, pointing out that in the compromise agreement of 23 August 1960 Pastora Maramba not only expressly included in her quitclaim a 1/4 undivided portion of Lot 117 (later Lot 117-C) of the Dagupan Cadastre (inter alia) but she had in addition expressly authorized Natalia Jarabe, widow of Nicolas Maramba, "to sell any or all of the properties" covered by the agreement conditioned upon payment to the quitclaimer Pastora of the sum of P3,000, which her son had later received in her behalf, the Court of First Instance reversed its previous position, and by order of 20 July 1962 declared petitioner Castañeda, vendee of Natalia Jarabe for and in behalf of herself and her children, Romulo, Mamerto and Juanita Maramba, entitled to the ownership of the entire Lot 117-C. The court further ordered the Register of Deeds of Pangasinan to issue the corresponding certificate of title to Castaneda (Record on Appeal, pages 1 and 45, et seq.). Unable to secure recon-sideration, the children and heirs of Pastora Maramba resorted to the Court of Appeals, which (as already noted at the start of this opinion) reversed the Court of First Instance, holding that the quitclaim and authority to sell executed by Pastora in 1960 could not refer to the 1/4 portion of Lot 117 decreed in her favor by the partial de-cision of 1960, since the latter had become final. Hence, Castañeda in turn came to this Court.

In assessing the correctness of the decision of the Court of Appeals, now under review, it is indispensable to bear in mind that there had been two (2) distinct compromises in this case while it was in the Court of First Instance. There was first the 20 September 1956 amicable settlement between Pastora Maramba (predecessor of herein private respondents) on the one hand and on the other the children of her brother Cipriano Maramba (Baltazar and Gaudencia). By this first compromise, Pastora was adjudicated an undivided 1/4 portion of Lot 117 of the Dagupan Cadastre, while the heirs of Cipriano were allotted an undivided 1/2 of the Lot 2984 of the same survey. This settlement was approved by the partial decision of 21 September 1956 (Record on Appeal, page 46; Order of 20 July 1962). Note that in this settlement the heirs of Pastora's other brother, Nicolas Maramba, did not intervene; they were not parties thereto, and it did not affect them.

Why was Pastora allocated only 1/4 of Lot 117? The court order of 20 July 1962 explains it (Record on Appeal, pages 48-49). Lot 117 had been split into lots 117-A (which was a road), 117-B corresponding to Felipe F. Fernandez (not a party to the case), and Lot 117-C corresponding to Cipriano and Nicolas Maramba, who, therefore, held 1/2 each of Lot 117-C, i.e., 1/4 each of the old Lot 117, since half of the old Lot 117 (now Lot 117-B) already was owned by Fernandez. The 1/4 al-located to Pastora was thus the share of Cipriano in Lot 117-C; the other 1/4 was the share of Nicolas Maramba. Both fractions (constituting the whole of Lot 117-C) made up 1/2 of the old Lot 117 (excluding the road, Lot 117-A). By accepting this 1/4 portion from the heirs of

Cipriano, Pastora virtually recognized that the other 1/4 corresponded to the heirs of Nicolas Maramba. And just as the heirs of Cipriano transferred all their interest (1/4) in Lot 117 to Pastora, she in turn agreed that Cipriano's children should have 1/2 of Lot 2984. Again, the implication is that the other half of this lot belonged to the heirs of Nicolas, petitioner's pre-decessors in interest.

Then came the second compromise dated 5 July 1960, embodied in and approved by the trial court's decision of 23 August 1960 (Record on Appeal, pages 6-12). By this settlement between Pastora and the heirs of her brother Nicolas Maramba, Pastora quitclaimed and waived "now and forever", in favor of the heirs of Nicolas, all her claims to the following parcels of land:

- (1) 1/3 of lot 833 of the Cadastral Survey of Dagupan;
- (2) 1/2 of Lot 2984, do.
- (3) 1/3 of Lot 950, do.
- (4) 1/3 of Lot 971;
- (5) 1/4 of Lot 117 "under original transfer (sic) certificate of title No. 4643, ... (T.C.T. No. 3962)" (Record on Appeal, page 10).
- (6) 1/3 of Lot 1267;
- (7) All of Lot 1046.

Pastora not only renounced all her claims to these lots; she went further, and stipulated that -

"the widow of Nicolas, Natalia Jarabi (sic) is authorized to sell any or all the properties above described in this agreement for the amount she may be able to sell them, provided that out of the proceeds of the sale, after paying the real estate taxes and inheritance taxes, to pay THREE THOUSAND (P3,000.00) PESOS to the plaintiff, Pastora Maramba, by way of consideration to the quitclaims above mentioned " (Record on Appeal, page 11).

In short, the compromise of 1960 involved not only a waiver of Pastora's claims over the lots, but an actual conveyance of the properties enumerated to the heirs of Nicolas, represented by his widow, since they were empowered to sell the quitclaimed portions of the lots. And they were in fact sold to petitioner herein, Ernesto Castañeda, by a deed of sale dated 5 April 1962 (Record on Appeal, pages 12-15), which purported to -

"sell, transfer and convey all their rights, interests, participation and shares and title as well as those pro-perties quitclaimed in their favor by Pastora Maramba".

the vendee undertaking to pay the latter P3,000.00 as agreed in the compromise of 1960. That this amount was actually paid is not disputed.

The question before Us now is which 1/4 of Lot 117 was included in Pastora's 1960 quitclaim deed in favor of the heirs of her brother Nicolas Maramba. The latter (and their vendee, petitioner Castañeda) urge that the 1/4 quitclaimed by Pastora is precisely the 1/4 she obtained from the successors of Cipriano Maramba. Pastora's heirs (respondents in this Court) contend that it was the other 1/4 of Lot 117 unaffected or not included in her 1956 settlement with the heirs of Cipriano. And this last contention the Court of Appeals sustained, arguing that Pastora did not intend to quitclaim and abandon the 1/4 allotted to her in the settlement and decision of 21 September 1956 because the decision of 23 August 1960 (approving the quitclaim in favor of the heirs of Nicolas Maramba) "mentions only one fourth (1/4) and not one half (1/2) of Lot 117. If the intention of Pastora Maramba was to include the share of Cipriano Maramba, then they would have so stated in their agreement for judgment".

We fail to see the logic of this conclusion. In her complaint Pastora Maramba only claimed reconveyance of an undivided one-third (1/3) of the properties held by her deceased brothers Cipriano and Nicolas, thus impliedly recognizing that her two brothers aforesaid owned the other two-thirds (2/3). It is difficult to understand how she could be expected to quitclaim one-half of Lot of 117 in favor of the heirs of Nicolas, when that would be more than what in her complaint she asserted to be her share (1/3). The only share she could waive was precisely the one-fourth (1/4) of original Lot 117 (which is 1/2 of Lot 117-C) that she obtained by the 1956 settlement with the heirs of Cipriano Maramba, as confirmed by the partial decision of 21 September 1956. Plainly, the Court of Appeals allowed itself to be unduly impressed by the alleged finality of the partial decision aforementioned, entirely oblivious of the fact that this decision never became final as to Nicolas Maramba, or the heirs of the latter, who did not participate in the settlement confirmed by the partial decision aforesaid.

An examination of the agreement between Pastora and the heirs of Nicolas Maramba, quoted in the decision of 23 August 1960, will show that Pastora therein waived her claims to one-third (1/3) of the lots therein enumerated, which is precisely the share she demanded in her initial complaint against her brothers. The only exceptions are Lot 117 of the Dagupan Cadastre of which she renounced 1/4 and Lot 2984 of which she waived one-half (1/2). Why this variation? Obviously it was due to the fact that by the previous separate agreement with the heirs of Cipriano Maramba, Pastora had already accepted 1/4 (not 1/3) of Lot 117 in exchange for 1/2 of Lot 2984 allocated to Cipriano's children. Hence, in her agreement with the heirs of Nicolas, she could only waive the fourth (1/4) of lot 117 that she obtained, and the one-half of Lot 1984 that was not allocated to the heirs of Cipriano. But the plain import of the agreement was that Pastora Maramba was renouncing all her original claims to the properties held by her brothers, in exchange of the P3,000.00 stipulated, and which the heirs of Nicolas caused to be paid to her through appellant Castañeda, to whom the former sold their respective rights.

We conclude that Pastora Maramba had by the compromise with the heirs of Nicolas Maramba divested herself in their favor of any claim to Lot 117. And since the heirs of Nicolas subsequently conveyed to petitioner Castañeda their original interest amounting to 1/4 of Lot 117 plus the 1/4 quitclaimed in their favor by Pastora Maramba, Ernesto Castañeda became the owner of 1/2 of the original Lot 117 of the Dagupan Cadastre (that is now Lot 117-C thereof), as correctly held by the court of origin.

ACCORDINGLY, the appealed decision of the Court of Appeals is reversed and set aside, and that of the Court of First Instance of Pangasinan is reinstated. Costs against respondent heirs of Pastora Maramba.

Concepcion, C.J., Makalintal, Zaldivar, Ruiz Castro, Fernando, Teehankee, Barredo, Villamor, and Makasiar, JJ., concur.

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