

RGC CHEMICAL COMPANY INC., PLAINTIFF-APPELLEE, V. UNITED LABORATORIES, INC., REYNALDO DAVADILLA, ANGEL V. GATCHALIAN, JR., MARGARITA B. DEL PRADO AND CORKY B. REYES, DEFENDANTS-...

Ponente: ELBINIAS, J.

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ELBINIAS, J.:

On July 3, 2012, a Decision[1] was rendered denying the Appeal[2] of defendants-appellants United Laboratories, Inc., Reynaldo L. Davadilla, Angel V. Gatchalian, Jr., Margarita B. Del Prado, and Corky B. Reyes ("defendants-appellants" for brevity). On August 1, 2012, defendant-appellant United Laboratories, Inc. ("defendant-appellant Unilab" for brevity) filed its Motion for Reconsideration[3] of Our Decision[4] dated July 3, 2012.

On September 13, 2012, a Resolution[5] was issued directing plaintiff-appellee RGC Chemical Company, Inc. ("plaintiff-appellee" for brevity) to file its Comment to defendant-appellant Unilab's Motion for Reconsideration[6].

However, instead of filing its Comment, plaintiff-appellee filed on November 8, 2012 a "MANIFESTATION"[7] which stated that the parties had entered into a Compromise Agreement.[8]

For their part, defendants-appellants filed a "MOTION TO RENDER JUDGMENT BASED ON COMPROMISE AGREEMENT AND TO CONSIDER THE JUDGMENT FULLY SATISFIED"[9] ("Motion" for brevity), which stated the following, among others:

"2. Subsequently, plaintiff-appellee and defendants-appellants reached an amicable settlement with respect to each other's claims and executed a Compromise Agreement for this purpose. xxx

xxx

3. Relevantly, defendants-appellants have already fully paid plaintiff-appellee the full amount stated in the Compromise Agreement.

4. Thus, considering that the parties have already reached a settlement and considering further that defendants-appellants have fully paid plaintiff-appellee the amount stated in the Compromise Agreement, it is respectfully prayed that judgment be rendered based on the Compromise Agreement and that such Judgment be considered fully satisfied."[10] (Emphasis Supplied)

Defendants-appellants attached to their Motion[11] a copy of the "Compromise Agreement"[12] dated October 25, 2012, which read as follows:

"NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereunder set forth, the parties have mutually agreed as follows:

1. As full settlement of RGC's claims, UNILAB shall pay in favor of RGC the amount of NINE HUNDRED

FIFTY THOUSAND PESOS ONLY (Php950,000.00) upon execution of this Agreement. The acceptance by RGC of the Check shall only be deemed payment when said Check has been cashed by the RGC or Mr. Cortez.

2. This Compromise Agreement is a complete settlement of all the parties' claims, demands, complaint and counterclaims against each other and the individual respondents in this case with respect to the controversy subject of the Collection Case. Consequently, by this Compromise Agreement, the parties shall irrevocably waive, release, and extinguish any and all claims and causes of action arising from, or in connection with the subject matter of this case, upon full compliance by the parties of their respective obligations under this Compromise Agreement. xxx"[13]

Such terms of the "Compromise Agreement"[14] are shown not to be contrary to law, morals, good customs, public order, or public policy.

WHEREFORE, defendants-appellants' "MOTION TO RENDER JUDGMENT BASED ON COMPROMISE AGREEMENT AND TO CONSIDER THE JUDGMENT FULLY SATISFIED" is GRANTED. The Decision dated July 3, 2012 is SET ASIDE.

Accordingly, the parties' "Compromise Agreement" is APPROVED. The "Compromise Agreement" and its terms are adopted as the Judgment in this case. The parties are enjoined to abide by the Agreement in good faith.

Consequently, the Appeal at bench is considered CLOSED and TERMINATED.

SO ORDERED.

Dimaampao (Chairman) and Antonio-Valenzuela, JJ., concur.

[1] Rollo, pp. 166-176

[2] Rollo, pp. 33-65

[3] Rollo, pp. 185-199

[4] Rollo, pp. 166-176

[5] Rollo, p. 218

[6] Rollo, pp. 185-199

[7] Rollo, pp. 234-236

[8] Rollo, pp. 234-236

[9] Rollo, pp. 245-246

[10] Rollo, pp. 245-246

[11] Rollo, pp. 245-246

[12] Rollo, pp. 248-251

[13] Rollo, p. 249

[14] Rollo, pp. 248-251

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