

**REPUBLIC OF THE PHILIPPINES AND/OR THE DIRECTOR OF LANDS,
PETITIONERS, VS. HON. JOSE P. ALEJANDRO, AS JUDGE OF THE
COURT OF FIRST INSTANCE OF CAVITE, BRANCH II, AND ARTEMIO
G. B...**

G.R. No. L-32680. April 09, 1981

Ponente: FERNANDEZ, J.

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FERNANDEZ, J.:

This is an appeal in accordance with Republic Act No. 5440 from the decision in LRC Case No. 737, LRC Rec. 32171 of the Court of First Instance of Cavite, entitled "Artemio G. Barron, Applicant vs. The Director of Lands, Oppositor", the dispositive portion of which reads:

"WHEREFORE, the opposition is denied and this Court hereby declares applicant Artemio G. Barron the absolute owner of the reclaimed land located in the City of Cavite and more particularly described and delineated in Plan R1-1009-D (Exhibit J) and in the corresponding technical description (Exhibit K), hereby confirming said title thereto, and entitled to the registration in his favor, 'reserving to the City of Cavite twenty-five (25%) per cent of the area x x x and consisting of thirty thousand sixty-seven (30,067) square meters,' as provided for in the Deed of Transfer, executed on the 27th day of January, 1967, by and between the City of Cavite and Artemio G. Barron, acknowledged before Notary Public Magin D. Dones of Cavite City and entered in his Notarial Register as Doc. No. 517; Page No. 49; Book No. II; Series of 1967.

"SO ORDERED.

"Given at Cavite City, this 14th day of September, 1970.

(SGD.) JOSE P. ALEJANDRO

J u d g e"[1]

On March 19, 1981 the parties filed the following:

"JOINT MANIFESTATION AND MOTION

"COME NOW the parties, assisted by counsel and respectfully manifest:

"1. The protracted litigation involved in the above-entitled case has deprived the parties of productive use of the land. On the other hand, a number of people in the City of Cavite has entertained the false belief that the land in question is an abandoned property and, thus, has subjected it to abuse and illegal occupation and exploitation;

"2. Because of its strategic location, and due to unavailability of land to fill the expanding needs of Cavite City, the area is ideal for urban development. In fact, a portion of the land has been designated as a BLISS site in line with the developmental plan of the National Government; and

"3. The parties, therefore, after exploring all avenues to compromise having in mind the public interest have

arrived at a settlement as evidenced by the Compromise Agreement hereto attached as Annex "A".

"WHEREFORE, in view of the foregoing, it is respectfully prayed that:

"(a) The Compromise Agreement marked as Annex 'A' hereof be approved, and that judgment be entered in accordance with the terms thereof; and

"(b) The case be remanded to the lower court for further proceedings for the issuance of a decree or decrees of registration pursuant to the Compromise Agreement.

"Manila, Philippines, February 26, 1981.

REPUBLIC OF THE PHILIPPINES ARTEMIO G. BARRON

and/or DIRECTOR OF LANDS represented by

HEIRS OF BARRON

(SGD) ESTELITO P. MENDOZA (SGD) RODOLFO O. BARRON

Solicitor General For Himself & In Behalf of the Heirs of Barron

(SGD) SANTIAGO M. KAPUNAN Assisted by:

Assistant Solicitor General

(SGD) MANUEL O. CHAN

Counsel

(SGD) REYNATO S. PUNO For Private Respondent

Assistant Solicitor General

(SGD) LOLITA O. GAL-LING (SGD) MARIO R. GOMEZ

Solicitor Counsel

For Private Respondent"[2]

Attached to said motion as Annex "A", is the following:

"COMPROMISE AGREEMENT

"This Compromise Agreement, made and executed by and between -

"THE REPUBLIC OF THE PHILIPPINES and/or THE DIRECTOR OF LANDS, as assisted in this act by the Solicitor General;

- and -

"THE HEIRS OF ARTEMIO G. BARRON, represented by RODOLFO O. BARRON, for Himself and as Attorney-In-Fact of Encarnacion O. Barron, Rosita Barron-Manalo and Mercedita Barron Palmares-Reyes, with residence at 115 Lino Barron Rd., San Antonio, Cavite City, assisted by legal counsel Attys. Manuel O. Chan and Mario R. Gomez, 1325 M. Adriatico, Ermita, Manila.

"WITNESSETH:

"WHEREAS, there is pending resolution before the Supreme Court G.R. NO. L-32680 entitled 'Republic of the Philippines and/or The Director of Lands, petitioners, versus Hon. Jose P. Alejandro, as Judge of the Court of First Instance of Cavite, Branch II, and Artemio G. Barron, respondents', which is a petition to set aside the decision of the Court of First Instance of Cavite dated September 14, 1970 in LRC Case No. 606, later filed as LRC Case No. 737, LRC Record No. 32171, covering a parcel of land situated at Cavite City, more particularly described in Plan R-I-1009-C, with an area of 120, 268 square meters, declaring Artemio G. Barron the absolute owner of said land, reserving, however, to the City of Cavite twenty-five (25%) per cent of the area consisting of thirty thousand sixty-seven (30,067) square meters as provided for in the Deed of Transfer executed on the 27th day of January, 1967 by and between the City of Cavite and Barron;

"WHEREAS, the area was reclaimed by Artemio G. Barron from the sea allegedly pursuant to Republic Act 1899;

"WHEREAS, it is necessary to put an end to the litigation, brought about by the appeal of the National Government, to release the twelve hectares of land from legal restraints in order to make them available for productive use and consequently help support and sustain the provincial progress in conformance with regional and national goals;

"NOW, THEREFORE, for and in consideration of the foregoing, the parties hereto have agreed and do hereby agree to settle the litigation.

"1. That petitioners (Republic of the Philippines) and the private respondents represented by Rodolfo O. Barron (Powers of Attorney attached hereto as Annexes "B", "C", and "D") agree on a 50-50 sharing of the subject land;

"2. That the lot in question containing an area of 120,268 sq. m. as declared in Amended Plan R-I-1009-D (Attached hereto as Annex "A") as surveyed for the City Government is divided into two lots, to wit:

"Lot 1 - Area - 60,134 square meters, will pertain to the heirs of Artemio G. Barron, and more particularly described as follows:

'A parcel of land (Lot 1, RI-1009-D, Portion), situated in the City of Cavite, Island of Luzon. Bounded on the N., along lines 11-1 and 1-2 by Cañacao Bay; on the E., along line 2-3 by Samonte Park; on the S., along lines 3-10 by Bacoar Bay; on the W., along line 10-11 by Lot 2 of the subdivision plan. Beginning at a point marked "1" on plan, being N. 57 deg. 28' E., 442.57 m. from BLLM No. 4, Cavite Cadastre;

thence

S.

82

deg.

41'

E.,

200.00

m. to point 2;

thence

S.

10

deg.

20'

W.,

206.49

m. to point 3;

thence

S.

79

deg.

46'

W',

34.13

m. to point 4;

thence

S.

4

deg.

13'

E.,

4.90

m. to point 5;

thence

S.

83

deg.

11'

W.,

22.07

m. to point 6;

thence

S.

86

deg.

36'

W.,

123.15

m. to point 7;

thence

N.

87

deg.

06'

W.,

25.87

m. to point 8;

thence

N.

68

deg.

13'

W.,

12.97

m. to point 9;

thence

N.

56

deg.

35'

W.,

30.00

m. to point 10;

thence

N.

1

deg.

53'

E.,

236.18

m. to Point 11;

thence

S.

82

deg.

42'

E.,

72.49

m. to the point

of beginning; containing an area of SIXTY THOUSAND ONE HUNDRED THIRTY FOUR (60,134.00) SQUARE METERS, more or less. All points are marked on the plan as follows: point 10 & 11 by P.S. CYL. Conc. Bearings true, date of original survey July 5-7, 1966; and that of the subdivision survey: July 10, 1980.'

"Lot 2 - Area - 60,134 square meters, will pertain to the National Government or to be administered and operated by the Public Estates Authority, and more particularly described as follows:

'A parcel of land (Lot 2, RI-1009-D, Portion), situated in the City of Cavite, Island of Luzon. Bounded on the N., along lines 1-5 by Cañacao Bay; on the E., along lines 5-6 by Lot 1 of the subdivision plan; on the S., SW., & W., along lines 6-38 by Lots, Cavite Cadastre; on the NW., along line 38-1 by Cañacao Bay. Beginning at a point marked "1" on plan, being N. 15 deg. 38' W., 266.83 m. from BLLM No. 4, Cavite Cadastre;

thence S. 21 deg. 23' E.,

68.97 m. to point 2;

thence N. 64 deg. 17' E.,

80.02 m. to point 3;

thence N. 76 deg. 02' E.,

150.59 m. to point 4;

thence S. 82 deg. 42' E.,

130.83 m. to point 5;

thence S. 1 deg. 53' W.,
236.18 m. to point 6;
thence N. 56 deg. 35' W.,
35.45 m. to point 7;
thence N. 27 deg. 50' E.,
8.12 m. to point 8;
thence N. 61 deg. 11' W.,
21.51 m. to point 9;
thence N. 63 deg. 45' W.,
19.03 m. to point 10;
thence N. 84 deg. 17' W.,
11.65 m. to point 11;
thence N. 2 deg. 45' W.,
4.80 m. to point 12;
thence S. 85 deg. 32' W.,
19.68 m. to point 13;
thence S. 85 deg. 29' W.,
12.68 m. to point 14;
thence S. 84 deg. 19' W.,
49.92 m. to point 15;
thence S. 44 deg 46' W.,
3.42 m. to point 16;
thence N. 88 deg. 23' W.,
24.04 m. to point 17;
thence N. 87 deg. 28' W.,
19.18 m. to point 18;
thence N. 1 deg. 38' W.,
9.39 m. to point 19;
thence N. 81 deg. 10' W.,
13.54 m. to point 20;
thence N. 54 deg. 06' W.,

23.00 m. to point 21;
thence N. 54 deg. 05' W.,
17.78 m. to point 22;
thence N. 54 deg. 06' W.,
12.51 m. to point 23;
thence N. 57 deg. 24' W.,
12.64 m. to point 24;
thence N. 71 deg. 12' W.,
13.19 m. to point 25;
thence N. 7 deg. 42' W.,
9.49 m. to point 26;
thence N. 65 deg. 37' W.,
13.76 m. to point 27;
thence N. 65 deg. 45' W.,
1.00 m. to point 28;
thence N. 65 deg. 37' W.,
11.98 m. to point 29;
thence N. 23 deg. 28' W.,
11.52 m. to point 30;
thence N. 75 deg. 22' W.,
16.78 m. to point 31;
thence N. 12 deg. 35' E.,
11.29 m. to point 32;
thence N. 72 deg. 20' W.,
3.06 m. to point 33;
thence N. 50 deg. 15' W.,
32.05 m. to point 34;
thence N. 3 deg. 18' E.,
14.58 m. to point 35;
thence N. 44 deg. 37' W.,
33.90 m. to point 36;

thence N. 42 deg. 12' W.,

2.02 m. to point 37;

thence N. 43 deg. 32' W.,

34.40 m. to point 38;

thence N. 65 deg. 16' W.,

38.74 m. to the point

of beginning; containing an area of SIXTY THOUSAND ONE HUNDRED THIRTY FOUR (60,134) SQUARE METERS, more or less. All points are marked on the plan as follows: points 5 & 6 by P.S. Cyl. Conc. Mons. 15 X 60 cm.; and the rest by Old Points. Bearings true, date of the Original Survey July 5-7, 1966; and that of the subdivision survey July 10, 1980.'

"3. In connection with the development of the area to be undertaken by the private respondents represented by Rodolfo O. Barron, a plan and other requirements should be submitted subject to the approval of the National Housing Authority;

"4. All sites for public schools, roads, open space and waterways shall be charged against the share of the party in whose area the same are located;

"5. The heirs of Barron shall assume the following obligations:

a) Finance and undertake the integrated development of the area subject to Public Estates Authority's overall supervision;

b) Eject illegal occupants in the area in coordination with appropriate authorities; and

c) Pay real estate tax that may be due on Public Estate Authority's share of said area.

"6. All prior agreements made and executed by and between the City of Cavite and private respondents represented by Rodolfo O. Barron with reference to the reclaimed area are hereby superseded by this Compromise Agreement; and

"7. Under this Compromise Agreement, private respondents, represented by Rodolfo O. Barron and the Republic of the Philippines shall be entitled to have their respective portions of the land registered in their names;

"8. The parties hereby renounce whatever claims they may have against each other arising out of the instant case.

"9. The parties shall file appropriate motion to dismiss G.R. NO. L-32680, pending before the Supreme Court on the basis of this agreement.

"IN VIEW WHEREOF, the parties hereby affix their signatures.

"Manila, Philippines, February 26, 1981.

REPUBLIC OF THE PHILIPPINES ARTEMIO G. BARRON

(Heirs of Artemio G. Barron)

(SGD) ESTELITO P. MENDOZA (SGD) RODOLFO O. BARRON

Solicitor General For Himself & as Atty-In-Fact of

ENCARNACION OCAMPO-BARRON

ROSITA BARRON-MANALO and

MERCEDITA BARRON-PALMARES-REYES

COUNSEL FOR ARTEMIO G. BARRON

By:

(SGD) MANUEL O. CHAN

(SGD) MARIO R. GOMEZ"[3]

The foregoing Compromise Agreement, not being contrary to law, public policy or good morals and customs, is hereby approved.

WHEREFORE, judgment is rendered in accordance with the Compromise Agreement and the parties are ordered to comply with the terms thereof. The case is remanded to the trial court for further proceedings for the issuance of a decree of registration pursuant to the Compromise Agreement.

SO ORDERED.

Teehankee, (Chairman), Acting C.J., Guerrero, De Castro, and Melencio-Herrera, JJ., concur.
Makasiar, J., no part.

[1] Rollo, pp. 42-43.

[2] Rollo, pp. 237-238.

[3] Rollo, pp. 239-244.

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