

FELIPE V. GATINGA, PETITIONER, VS. ANDRES IDIO, RESPONDENT.

Ponente: DIMAAMPAO, J.

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DIMAAMPAO, J.:

At the core of this Petition for Review[1] are the Decision[2] dated 8 August 2013 and Order[3] dated 6 January 2014 of the Regional Trial Court (RTC), First Judicial Region, Dagupan City, Branch 42, affirming the Decision[4] of the Municipal Trial Court (MTC) of Mapandan, Pangasinan, which found meritorious the Complaint[5] of respondent for Implementation of Amicable Settlement,[6] and denying the Motion for Reconsideration[7] thereof, respectively, in Civil Case No. 2013-0012-D.

The prevenient facts of the case are incontrovertible.

Petitioner Felipe Gatinga (petitioner) is the owner of a parcel of land covered by Transfer Certificate of Title (TCT) No. P-42506 of the Registry of Deeds for Pangasinan. Respondent Andres Idio (respondent) owns an interior portion thereof which serves as an access road from his lot to the main road.

Respondent lodged a Complaint[8] against petitioner before the MTC, docketed as Civil Case No. 660, for the implementation of their amicable settlement agreement. He averred that on 15 June 2012, petitioner agreed to donate a portion of his realty covering 1.25 square meters and to sell another 1.25 square meters at a price based on the market value in the locality worth approximately P20,000.00. In turn, respondent committed to donate 50 square meters, more or less, of his land adjoining petitioner's lot. Forthwith, respondent made good his commitment by surrendering possession of the agreed portion of his area. He even bought two truckloads of sand and gravel to make a new access road which he and other owners living nearby would utilize.

Lamentably, petitioner reneged on his commitment as he neither sold nor donated the real estate which he promised. As it happened, he closed the old and newly-constructed access road thereby depriving respondent and the other inhabitants within the area of their right of access to the main road. The matter was then brought at the barangay level.

Refuting respondent's averments, petitioner maintained that there can be no amicable settlement to speak of since the meeting before the barangay was merely preliminary without the parties having entered into any concrete agreement. Respondent had no right to ask for a right of way since he had access to the barangay or municipal road and the frontage of his lot was wider than the frontage of his (petitioner's) lot where respondent was claiming a right of way. Moreover, respondent's entitlement to the said right of way was already settled earlier by the court a quo in a case entitled, Sps. Andres Idio v. Sps. Felipe Gatinga, and docketed as Case No. 2011-0021-D wherein his Complaint was dismissed.

In due course, the MTC rendered its 29 November 2012 Decision finding merit in respondent's Complaint and directing petitioner to comply with his obligation as stipulated in the amicable settlement agreement he executed with respondent. The fallo of the Decision reads:

"In view thereof, the (petitioner) is hereby directed to comply with his obligation as stipulated in the settlement document he executed with the (respondent) and also duly signed by Punong Barangay Joseph V. Soriano and

Kgd. Machy Gatinga.

SO ORDERED."[9]

Aggrieved, petitioner appealed[10] to the court a quo which, in the impugned Decision affirmed in toto the findings of the lower court. Petitioner sought for a reconsideration[11] but his plea fell on deaf ears as the court a quo denied his entreaty in the assailed Order.

Through the present recourse, petitioner now comes to Us raising the following errors—

ITHE REGIONAL TRIAL COURT ERRED IN AFFIRMING IN TOTO THE DECISION OF THE MTC MAPANDAN WHICH IS INCOMPLETE, INACCURATE AND DEVOID OF ANY LEGAL BASIS.

IITHE REGIONAL TRIAL COURT ERRED IN RENDERING DECISION NOT SUPPORTED BY RECORDS AND EVIDENCE.

The Petition is meritless.

The jugular issue of the controversy delves into whether or not the court a quo erred in affirming the Decision of the MTC which ordered petitioner to surrender 1.25 square meters of his property without any corresponding order for respondent to pay.

Petitioner asserts that the court a quo fell into error when it gave credence to the adjudication of the MTC which departed from the clear agreement of the parties as embodied in their amicable settlement. In its Decision, the MTC failed to take into account that the original agreement of the parties was for petitioner to give up a total area of 1.25 square meters of his property in favor of respondent upon the latter's payment of an amount equivalent to its market value in the locality. The MTC mistakenly relied on respondent's representation that there was no need for him to pay the 1.25 square meters given up by petitioner since he occupied 50 square meters of the latter's property. The factual issue of whether or not respondent actually gave up the said portion of his property and the possession of petitioner could have been easily verified from the record.

Petitioner's posture does not hold sway.

Upon a punctilious review of the record, We find that the court a quo made a complete adjudication of the case.

Section 14, Article VIII of the 1987 Constitution sets out a mandatory guidepost in the writing of decisions, viz:

Section 14. No decision shall be rendered by any court without expressing therein clearly and distinctly the facts and the law on which it is based. xxx

Appositely, Section 5, Rule 51 of the Revised Rules of Court[12] also mandates that the decision must clearly and distinctly state the findings of fact and conclusions of law on which the decision is based.

The next issue looms: Did the court a quo comply with the foregoing guideposts and make a complete determination of the case given that it only recognized respondent's right to the portion of the subject lot without giving petitioner a right to demand payment for the portion of his property?

We answer in the affirmative.

In the challenged Decision, the court a quo proffered legal and factual bases in ruling that respondent is entitled to the enforcement of the amicable settlement agreement he and petitioner made before the barangay, viz:

"The MTC - Mapandan, Pangasinan correctly ruled that the document executed by the (petitioner) and the (respondent) is a compromise agreement that had been validly executed and not contrary to law, morals, good customs and public order and public policy.

The records show that (petitioner) and (respondent) entered and executed an Agreement on June 15, 2010, before the barangay officials of Barangay Pias, Mapandan, Pangasinan. (Petitioner) did not repudiate the agreement; hence, such agreement of the parties settling the issue on the road right of way had the force and effect of a final judgment.

x x x x x x

The MTC-Mapandan, Pangasinan correctly ruled that (petitioner) Felipe Gatinga failed to repudiate the agreement he entered into with the (respondent) within the ten (10) days prescribed period.

x x x x x x

Verily, the amicable settlement executed by both parties on June 15, 2010 as witnessed by barangay officials of Brgy. Pias, Mapandan, Pangasinan stands.

x x x x x x

The 1.25 meters width shall be donated by the (petitioner). The other 1.25 meters width is supposed to be paid by the (respondent) to the (petitioner), however, records reveal that (respondent) has already parted 50 square meters of their property in favor of the (petitioner). Thus, it can be considered that the purchased price for the 1.25 meters has been paid off by that 50 square meters portion of (respondent's) lot."[13]

Pellucidly, contrary to petitioner's claim, the court a quo propounded plausible explication on how it arrived at its judgment. Whence, the court a quo's decision cuts the mustard as a complete adjudication of the case.

Petitioner declaims against the failure of the court a quo to look into the record and investigate whether or not respondent actually parted with 50 square meters of his lot. Petitioner avows that the proof of his possession of respondent's 50 square meters lot is necessary because without it, the latter should still be made liable to pay him an amount equivalent to the value of the 1.25-square-meter portion of his property.

We refuse to pander to petitioner's thesis.

Well-ensconced is the rule that factual findings of the trial court are accorded the highest degree of respect and considered conclusive between the parties, save for exceptional and meritorious circumstances.[14] Here, the factual milieu does not warrant a deviation from the rule. As heretofore stated, the court a quo's decision was clearly grounded on facts and applicable law.

It bears emphasis that upholding the validity and enforcement of the amicable settlement agreement is in keeping with the primary objective of the barangay justice system to encourage out-of-court settlement of the cases reached voluntarily by the parties.[15] In the absence of any compelling reason to set aside the agreement, We give Our imprimatur to the same.

In synthesis, the court a quo erred not in affirming the Decision of the MTC giving merit to respondent's Complaint for the enforcement of the amicable settlement agreement.

WHEREFORE, the Petition for Review is hereby DENIED.

SO ORDERED.

Ybañez, and Manahan, JJ., concur.

[1] Rollo, pp. 8-20.

[2] Id., pp. 21-31.

[3] Id., p. 39.

[4] Id., pp. 50-52.

[5] Original Record, pp. 1-18.

[6] Rollo, p. 43.

[7] See Motion for Reconsideration; Id., pp. 32-38.

[8] Rollo, pp. 40-41.

[9] Rollo, pp. 51-52.

[10] Id., pp. 60-74.

[11] See Motion for Reconsideration; Id., pp. 32-38.

[12] SECTION 5. Form of decision. — Every decision or final resolution of the court in appealed cases shall clearly and distinctly state the findings of fact and the conclusions of law on which it is based, which may be contained in the decision or final resolution itself, or adopted from those set forth in the decision, order , or resolution appealed from. (Sec. 40, BP Blg. 129) (n)

[13] Rollo, pp. 29-31.

[14] See Federal Builders, Inc. v. Foundation Specialists, Inc., G.R. No. 194507 (8 September 2014). Foundation Specialists, Inc., v. Federal Builders, Inc., G.R. No. 194621 (8 September 2014).

[15] See Aquino v. Aure, 546 SCRA 71, 79 (18 February 2008).

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