

**DOMINGO DE LOS SANTOS, TEODORO GUILALAS, JULIO LINQUICO,
ET AL., PETITIONERS, VS. HON. COURT OF APPEALS, FELIX G.
PAGUIA AND JESUS G. PAGUIA, RESPONDENTS.**

G.R. No. L-31984. November 29, 1972

Ponente: CONCEPCION, C.J.

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CONCEPCION, C.J.:

This is a petition for review on certiorari of a decision of the Court of Appeals in CA-G.R. No. 43140-R entitled "Felix G. Pagua and Jesus G. Pagua vs. Hon. Andres Sta. Maria, Judge of the Court of First Instance of Bulacan, Domingo de los Santos, Teodoro Guilalas, Julio Linqico, Lope Guilalas, Fortunato Nieto and Gerardo Linqico," promulgated on March 18, 1970.

As stated in said decision,

"This is a petition for mandamus praying that respondent Judge, or whomsoever will act in his place and stead, be commanded and ordered to approve petitioners' record on appeal and to give due course to their appeal for the protection of their rights involved therein.

"It appears that in Land Registration Case No. N-42, L.R.C. Record No. N-848, Court of First Instance of Bulacan, a partial decision was rendered by respondent Judge on May 24, 1967 ordering the registration of the parcels of land described in plan Psu-117333-Amd.-4 to respondent Lope Guilalas, Julio Linqico, Gerardo Linqico and Fortunato Nieto. On March 19, 1968, petitioners filed an Omnibus Motion for leave to collaborate with oppositor Director of Lands and for the implementation of the order dated December 17, 1962 to conduct an ocular inspection of the contested lots, with respect to the lots claimed by respondents Domingo de los Santos and Teodoro Guilalas. Petitioners likewise filed on May 3, 1968 a petition for review of the decree of registration in favor of respondents Lope Guilalas, Julio Linqico and Fortunato Nieto and a supplemental petition for review on July 3, 1968 with respect to the decree of registration in favor of respondent Gerardo Linqico. After respondents have filed their opposition, respondent Judge issued an Order dated July 18, 1968 denying the petition for review and the omnibus motion and another order dated August 26, 1968 denying the supplemental petition for review, for lack of personality on the part of petitioners to file said petition.

"On August 30, 1968, petitioners filed a motion for reconsideration of the Order dated July 18, 1968 denying the petition for review and the omnibus motion. Respondent Judge denied said motion for reconsideration in an Order dated September 12, 1968. On October 4, 1968, petitioner filed with the court a quo their notice of appeal, appeal bond in cash and record on appeal. On October 28, 1968, respondent Judge issued an order disapproving the record on appeal and denying the intended appeal on the ground that respondents' opposition to the record on appeal are well-founded, and that the orders appealed from are now final and executory and that the appeal appears to be manifestly frivolous and made for delay. On December 3, 1968, petitioners filed a motion for reconsideration of said Order of October 28, 1968, which motion was likewise denied in an Order dated March 25, 1969.

"Respondents maintain that the orders being appealed from are now final and executory and that the intended

appeal is manifestly frivolous and made for delay. They contend that petitioners' motion for reconsideration of the orders of the court are pro-forma and did not interrupt the running of the period to appeal. Respondents also claim that petitioners have no right to appeal from the orders of respondent Judge since petitioners' claim are based on applications for free patents wherein they stated that the land they are applying for are public lands, and, therefore, the aggrieved party would be the State and it is the State that would have been entitled to appeal from the orders issued by respondent Judge, citing the cases of Roxas vs. Cuevas, 8 Phil. 469 and Aduan vs. Alba, G.R. No. L-17046, April 25, 1961.

"On the other hand, petitioners allege that their motions for reconsideration are not pro-forma, thus suspending the running of the period for appeal for the reason that said motions specified the findings and conclusions in the orders which do not find support in the evidence and are contrary to law as well as the arguments and citations to support their points. Anent their personality to sue in the case at bar, petitioners submit that the doctrine enunciated in the case of Roxas vs. Cuevas, supra, has already been abandoned in the case of Virginia de Castro vs. Hon. Pio Marcos, et al., G.R. No. L-26093, Jan. 27, 1969, wherein the Supreme Court discussed the succeeding cases on the matter recognizing the rights of claimants of portions of the public domain to protect their interest in the property. This new doctrine was subsequently reaffirmed in the case of City of Baguio, et al. vs. Hon. Pio Marcos, et al., G.R. No. L-26100, Feb. 28, 1969, wherein the Supreme Court declared that lessees of a portion of public land have sufficient legal interest to oppose a petition for reopening of cadastral proceedings. Moreover, petitioners contend that the right to pass upon the question of whether the appeal is frivolous and made for delay is certainly not the court a quo whose decision is in issue but the appellate court, as held in the case of Dasalla, et al. vs. Caluag, et al., G.R. No. L-18765, July 31, 1963."

Passing upon the issues thus raised by the parties, the Court of Appeals resolved the same in favor of the Paguias, the petitioners therein and private respondents herein. Said Court, accordingly, rendered its aforementioned decision of March 18, 1970, commanding respondent Judge to consider the record on appeal of the Paguias as one filed in due time and to give due course thereto, if it finds said record on appeal in order. Their motion for reconsideration of said decision having been denied on May 19, 1970, the respondents in the Court of Appeals filed with this Court the corresponding petition for review on certiorari. In a resolution dated May 22, 1970, this Court denied said petition, but, on motion of petitioners herein, said resolution was reconsidered on July 30, 1970, and the petition given due course. After the submission of petitioners' brief and that of respondents herein, as well as of petitioners' reply brief, said private respondents, Felix and Jesus G. Paguia, filed on September 4, 1972, a "Motion for Judgment on Compromise Agreement," alleging therein that on March 16, 1972, both parties, assisted by their respective counsel, had entered into an amicable settlement and compromise agreement, reading as follows:

"AMICABLE SETTLEMENT AND COMPROMISE AGREEMENT KNOW ALL MEN BY THESE PRESENT: That

"The heirs of Domingo de los Santos, Teodoro Guilalas, Lope Guilalas, Julio Guilalas, Gerardo Guilalas and Fortunato Nieto, hereinafter known as the Petitioners, and Felix G. Paguia and Jesus G. Paguia hereinafter known as private respondents, assisted by their respective counsel, have mutually agreed to settle amicably the case in the Court of Appeals (CA-G.R. No. 43140-R, entitled: "Felix G. Paguia, et al. vs. Hon. Andres Sta. Maria et al.") in which the respondent Judge in said case was ordered to consider the Record on Appeal and give it due course if he finds it in order, the case still pending in the Supreme Court (G.R. No. L-31984) which is a petition for certiorari of the Decision brought by petitioners, as well as the two petitions for review and the Omnibus Motion, all filed by said private respondents in the Land Registration Case No. 42 (G.L.R.O. No. N-848) of the Court of First Instance of Bulacan, and for this purpose the said parties have entered into the following agreement to wit:

"1. The petitioners will pay in cash to the herein private respondents the sum of EIGHTY THOUSAND PESOS (P80,000.00), Philippine Currency, upon the signing of this agreement and delivery to said petitioners

the other papers, documents, affidavits and pleadings which said private respondents have agreed to execute;

"2. Due to said valuable consideration, the private respondents hereby waive and renounce any and all resultant effects of the favorable decision of the Court of Appeals (CA-G.R. No. 43140) and which is the subject of the Petition for Certiorari in the Supreme Court (G.R. No. L-31984);

"3. Due to said valuable consideration, the private respondents also agree and bind themselves to withdraw their petition for Review, Supplemental Petition for Review and the Omnibus Motion they filed in Land Reg. Case No. N-42 (G.L.R.O. No. N-848) of the Court of First Instance of Bulacan.

"4. Due to said valuable consideration, the private respondents also agree and bind themselves to withdraw their appeal pending in the said Land Reg. Case No. N-42, Court of First Instance of Bulacan, which was the subject of a favorable decision of the Mandamus case in the Court of Appeals (CA-G.R. No. 43140-R); and which decision of the Court of Appeals is the subject of the pending appeal by certiorari in G.R. No. L-31984 of the Supreme Court;

"5. For and in consideration of the payment of P80,000.00 by the petitioners to private respondents, the latter do hereby renounce, waive, transfer, convey, assign and quitclaim, now and forever, all other rights, titles, interests and claims of whatsoever kind and nature, in favor of said petitioners covering Lots Nos. 5, 6, 7, 8, 10 and 11, plan Psu-117333-Am'd. 4, respectively claimed by the Heirs of Domingo de los Santos, Teodoro Guilalas, Lope Guilalas, Julio Linquico, Gerardo Linquico and Fortunato Nieto;

"6. That said private respondents have agreed further to lift and cancel their adverse claims/notice of 'lis pendens', upon the signing of this agreement, over lots 7, 8, 10 and 11, which were originally covered by Original Certificate of Title Nos. 0-3837, 0-3873, 0-3882 and 0-3879, respectively, all of the Register of Deeds of Bulacan, but at present are covered by Transfer Certificate of Title Nos. __, __, __ and __, respectively, in the name of the Manila Newton Development Corporation and the private respondents shall withdraw their applications for free patents filed with the Bureau of Lands;

"7. That the petitioners and private respondents will file an appropriate Joint Motion to Dismiss the aforementioned Certiorari case in the Supreme Court (G.R. No. L-31984) as a consequence of this amicable settlement and compromise agreement, without any pronouncement as to cost;

"8. That the parties agree to pay the attorney's fees of their respective counsel.

IN WITNESS WHEREOF, the parties assisted by their respective attorneys, have hereunto set their hands and signed this Compromise Agreement on this 16th day of March, 1972, in the City of Manila, Philippines.

HEIRS OF DOMINGO DE LOS SANTOS

Petitioners

By:

(Thumbmark)

(Sgd.) LOPE GUILALAS (Sgd.) FELIX G. PAGUIA

LOPE GUILALAS FELIX G. PAGUIA

Petitioner Private Respondent

(Sgd.) Illegible

JULIO LINQUICO (Sgd.) JESUS G. PAGUIA

Petitioner JESUS G. PAGUIA

Private Respondent

(Sgd.) GERARDO LINQUICO

GERARDO LINQUICO

Petitioner

(Sgd.) FORTUNATO NIETO

FORTUNATO NIETO

Petitioner

ASSISTED BY:

(Sgd.) ROSENDO J. TANSINSIN, JR. ILDEFONSO DE GUZMAN

ROSENDO J. TANSINSIN, JR. MENDIOLA and FLAVIO G. CANUEL

Counsel for the Petitioners

Suite 507 Marvel Bldg., No. 1 By: (Sgd.) ILDOFONSO DE GUZMAN-Mendiola

258 Juan Luna, Binondo, Manila Counsels for Private Respondents

R-22 Arguelles Building

527 Rizal Avenue, Manila."

Required on September 14, 1972, to comment thereon, petitioners herein alleged, in a pleading filed on October 3, 1972, that, at the time they signed said amicable settlement and compromise agreement, they informed private respondents herein that they (petitioners) were ready to pay them if they (private respondents) would sign the agreement "immediately"; that "due to the lapse of time that took the private respondents to sign" the agreement, "the petitioners have used their money for other purposes, thinking that private respondents do not intend to continue with the compromise agreement"; that "petitioners have already informed the private respondents that they (petitioners) cannot pay the amount agreed upon x x x and x x x need time to raise the same, for which reason, they requested the private respondents to hold all the copies of the amicable settlement and compromise agreement, until notice is given to them by the petitioners that they are ready to pay the agreed amount"; that, besides said agreement, "the parties also signed a Joint Motion to Dismiss" the present case and "prepared a Withdrawal of Petition for Review, Supplemental Petition for Review and Omnibus Motion in LRC Case No. N-42 of the Court of First Instance of Bulacan, x x x a Withdrawal of Appeal in said LRC Case x x x, an Affidavit of Waiver and Quitclaim" signed by one Dr. Jose Paguia; that the parties had moreover agreed that, "simultaneous with the payment and the filing of the joint motion to dismiss in this case," private respondents would "turn over

to the petitioners the copies" of the documents aforementioned; that private respondents should "be ordered to turn over to the petitioners" the aforementioned copies "duly signed by the private respondents and their counsel and likewise duly notarized with respect to the affidavits as soon as petitioners pay the agreed amount of P80,000.00 to private respondents"; and that petitioners herein have "no objection to the approval of the amicable settlement and compromise agreement and the consequent dismissal of the above-entitled case without pronouncement as to costs."

In compliance with a resolution of this Court, dated October 9, 1972, private respondents herein filed, on November 27, 1972, their reply to said comment, alleging: that petitioners' undertaking, under the compromise agreement, to pay private respondents herein the sum of P80,000.00 as soon as the latter had signed said agreement was unqualified and not subject to the condition that private respondents shall affix their signatures "immediately"; that, in fact, said private respondents "were the ones who first x x x signed" said agreement; that private respondents' delay in filing the same with this Court "was due to petitioners' failure to pay" the stipulated sum of P80,000.00, which petitioners herein expected to get from third parties; that the documents specified in petitioners' comment "have already been signed by the private respondents and ready for delivery to the petitioners since March 16, 1972" when the deed of Amicable Settlement and Compromise Agreement was "signed by the parties," but "have not been turned over x x x to the petitioners" because they "have not effected any payment" to the private respondents; that the latter will deliver said documents "in exchange" for the P80,000.00 that petitioners herein are bound to pay to them (private respondents); and that there being no objection on the part of petitioners herein to the approval of said Amicable Settlement and Compromise Agreement private respondents reiterate their prayer for a judgment in accordance with the provisions thereof.

It being conceded that both parties have entered into and signed, together with their respective counsel, the aforementioned Amicable Settlement and Compromise Agreement and it appearing from the provisions thereof that petitioners' undertaking therein to pay the sum of P80,000.00 to respondents, herein is subject to no other qualification than the delivery by the latter to the former of the documents enumerated in said agreement, which respondents are ready and willing to forthwith turn over to petitioners herein, judgment should be as it is hereby rendered in accordance with the aforementioned agreement, and petitioners herein are, accordingly, sentenced to pay said sum of eighty thousand pesos (P80,000.00) to private respondents herein, simultaneously with the delivery by said private respondents to petitioners herein of the documents above referred to. Both parties are, moreover, sentenced to comply faithfully with the other terms and conditions of said agreement, without special pronouncement as to costs.

SO ORDERED.

Makalintal, Zaldivar, Castro, Fernando, Teehankee, Barredo, Makasiar, Antonio, and Esguerra, JJ., concur.

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