

CONCHITA CADANO, ACCOMPANIED BY HER HUSBAND TITO LOPEZ AND GERARDO CADANO, PLAINTIFFS-APPELLEES, VS. JUAN CADANO, DEFENDANT-APPELLANT.*G.R No. L-34998. January 11, 1973*Read online (full-text search, related cases, audio case brief): <https://batas.org/library/d296a8e49bf3/>**ANTONIO, J.:**

The only issue submitted for judicial review is the jurisdictional authority of the Court of First Instance of Leyte in Civil Case No. 3417 to revive its judgment rendered in an earlier case (Civil Case No. 856) approving a compromise agreement dividing the conjugal partnership properties, between the plaintiffs as heirs of their deceased mother and the defendant as surviving spouse, which agreement although formally submitted by the parties to the court does not bear the signature of either defendant Juan Cadano or his counsel.

The present case has its inception, in the action instituted with the Court of First Instance of Leyte (Civil Case No. 856) by Conchita Cadano and Gerardo Cadano, against their father Juan Cadano, Sr. for the liquidation and partition of the properties of the conjugal partnership, in view of the death of their mother. On September 22, 1955, the Court rendered judgment in the aforesaid civil case on the basis of the agreement of the parties, as follows:

"The parties in the above-entitled case, duly represented by their respective counsel, submitted to the Court a PARTITION AGREEMENT in the following tenor:

'Come now the plaintiffs and defendant in the above-entitled case accompanied by their respective attorneys and to this Honorable Court respectfully move that judgment be rendered in accordance with the herein-below mutual agreement of partition, to wit:

1. That parties hereto agree that the following properties be adjudicated to the plaintiffs:

- a.) One-half (1/2) portion of the land described as follows: Parcel of land situated at Canbato Bito, Jaguikhik, Babatngon, Leyte. Bounded on the NORTH by Seashore; on the EAST by . Bonifacio Daria; on the WEST by Clemente Dunari and on the SOUTH by Catalino Codilan. Tax No. 877 and valued at P6,900.00.
- b.) The whole of the residential house situated in Calle Real, Malibago, Babatngon, Leyte. Bounded on the North by or described in Tax Dec. No. 876 and valued at P750.00,
- c.) The whole of that residential land situated at Real St. Malibago, Babatrtgon, Leyte. Bounded on the NORTH by Seashore; on the EAST by Municipal land; on the SOUTH by-Real St., and on the WEST by San Jose St. Tax Dec. 879 and valued at P490.00.
- d.) One-half (1/2) of the remaining portion after excluding the entire area the parcel described under Tax Dec. No. 4409 to which latter property defendant renounces and waives any and all claims or interest. This 1/2 share is the property described in Tax Dec. No. 879 and valued at P2,600.00
- e.) A parcel of land situated at Jaguikhik, Babatngon, Leyte. Bounded on the NORTH by Jose Eblamo; on the SOUTH by Aguido Eblamo and on the EAST by Victorino Danillo and on . the WEST by Roman Cafranca.

Tax Dec. No. 1460 and valued at P200.00.

2. The following properties to be adjudicated to the DEFENDANT:

- One-half (1/2) portion of the land situated at Canbato Bito, Jaguikhik, Babatngon, Leyte. Bounded on the NORTH by Seashore; on the EAST by Bonifacio Daria; on the WEST by Clemente Dunari and on the SOUTH by Catalino Dodilan. Tax Dec. No. 877 and valued at P6,900.00.

- The one-half (1/2) of the remaining portion mentioned in item (d).

- 4 heads of cows and 4 heads of goats.

- One-half of P414.40 or P207.20,

- One-half of P5,232.30 or P2,616.15;

- A parcel of land situated at Malibago, Babatngon, Leyte. Bounded on the NORTH by Clemente Dimaro; on the EAST by Tomas Dianito; on the SOUTH by Catalino Tejones and on the WEST by Clemente Dimaro. Tax Dec. No. 876 and valued at P270.00.

3. That the defendant renounces and waives any and all claims to the following properties:

- The property described in Tax Dec. No. 4409 situated at Jaguikhik, Babatngon, Leyte. This property belongs to the deceased mother of plaintiffs and her paraphernal property. Valued at P960.00. This property was placed under Tax Dec. No. 897.

- A parcel of land situated on Real St. Babatngon, Leyte. Described in Tax Dec. No. 3629 and valued at P3,420.00. This is also the paraphernal property of the deceased wife.

4. That defendant likewise renounces his usufruct having benefited already from the products of the properties since 1947.

Tacloban, Leyte, September 4, 1951.

(SGD.) GERARDO CADANO

(SGD.) CONCHITA CADANO

With my consent: TITO LOPEZ

JUAN CADANO

Defendant

(SGD.) ANTONIO V.BENEDICTO

Atty. for Plaintiffs—

F. MONTEJO, SR.

Atty. for the defendant'

IN VIEW OF ALL THE FOREGOING CONSIDERATIONS, the Court hereby renders judgment, enjoining the parties to divide and take possession of the properties above-described and contained in their agreement in accordance therewith, without pronouncement as to costs.

SO ORDERED.

Tacloban City, September 22, 1955."

Copy of this judgment was received personally, on September 26, 1955 by Atty. Filomeno Montejo, Sr, Counsel of defendant Juan Cadano. No motion was ever filed by defendant challenging the validity of the agreement or the judgment rendered thereon. On November 22,1963, or about eight (8) years later, due to the failure of Juan Cadano to deliver the produce of the properties adjudicated to them in the aforesaid judgment, Conchita and Gerardo Cadano filed the present suit in the same court (Civil Case No. 3419) to compel their father Juan Cadano to deliver to them their share in the produce of said properties since 1955 or its value which amounted to P12,000.00, together with the copra harvested from said properties valued at P2,5 00.00, which defendant was about to dispose of to the prejudice of the plaintiffs and therefore prayed that after due hearing (a) the previous judgment "be enforced against the defendant" (b) said defendant "be made to pay the plaintiffs the sum of P12,000.00" representing the value of plaintiffs' share of the produce since September 22,1963 and (c) that pending hearing a writ of preliminary attachment be issued. The trial court upon bond issued on November 29,1963 a writ of attachment against defendant. This was dissolved on December 24,1963, upon the filing by defendant of the requisite counterbond.

In his answer defendant-appellant Juan Cadano admitted that he and the plaintiffs-appellees are co-owners of the properties adverted to in the complaint and that prior to 1961 they shared all the proceeds from the products thereof, but because of a pre-existing indebtedness of plaintiffs-appellees with defendant-appellant, consisting of the unpaid price of a Fordson Diesel TPU truck purchased from him by plaintiffs-appellees sometime on July 12, 1960, and cash and merchandise received by plaintiffs-appellees which would aggregate in all to P3,250.00 "more or less," defendant-appellant since 1961 was allowed by the plaintiffs-appellees to receive all of the products of the aforesaid properties and as affirmative defenses alleged that:

"6. Defendant or his former counsel Atty. Felomino Montejo, Sr. did not sign any agreement with plaintiffs whatsoever on Civil Case No. 856, and if ever any decision was ever rendered on the preceding mentioned case, based on any agreement, the same is without the knowledge of herein defendant;

"7. That whatever properties were acquired during the lifetime of the conjugal partnership of defendant and plaintiffs' mother (deceased), the former will have, in the succession on the same share as that of each of the children (plaintiffs herein); - Art. 996 - New Civil Code - and therefore defendant has still to share in the properties which might be adjudicated in favor of his deceased spouse;

"8. Defendant may agree to partition proceedings on the properties acquired by defendant and plaintiffs' mother (deceased) provided the amount of P3,250.00 more or less, will be paid to defendant * * *."

On March 4, 1965, and after the parties had submitted the case for judgment on the pleadings, the court rendered judgment in favor of plaintiffs, thus:

"There is no dispute that the parties in the present case are the same parties in Civil Case No. 856 alluded to above. In this latter case the parties submitted a partition agreement on September 8, 1951. The said agreement was not signed by the defendant Juan Cadano and his lawyer, Atty. Filomeno Montejo, Sr. On September 15, 1955, the parties agreed that the hearing of the case be postponed until the following morning at eight o'clock on the ground that the agreed statement of facts (Partition Agreement) had not yet been signed by the then defendant Juan Cadano and that they needed at least the following day to get his signature affixed on the stipulation referred to above. The petition was granted by the Court with the understanding that if the defendant would fail to appear, the case would be submitted for decision on the basis of the partition agreement.

"When the decision of the case was rendered on September 22, 1955, the said partition agreement remained unsigned by the oft-repeated defendant Juan Cadano (Civil Case No. 856). In that decision the Court enjoined the parties to divide and take possession of the properties respectively allotted to them per the oft-stated partition agreement."

Then, noting that the decision was not appealed, although copy thereof was personally received by counsel for defendant on September 26, 1955, the court declared plaintiffs' petition to be justified and ordered the revival of the judgment in Civil Case No. 856.

Defendant, thereupon, brought the case on appeal to the Court of Appeals, but the same was forwarded to Us by said appellate tribunal on the ground that the issue involved in the appeal is purely a question of law.

In assailing the correctness and validity of the decision of the court below reviving the decision abovequoted, defendant-appellant lays emphasis on the absence of his and his counsel's signatures in the "partition agreement" adverted to in the judgment of September 22, 1955 in Civil Case No. 856. It is appellant's theory that since the supposed agreement was not signed by him, then it was made without his knowledge or consent and, therefore "ineffective and not binding" on defendant; and the decision of the lower court based thereon a nullity.

We find no merit to this appeal.

It must be noted that defendant-appellant not only concedes that plaintiffs-appellees are the legal heirs of his deceased wife and therefore entitled to inherit her properties but said party has not categorically denied that he together with his children had submitted the "partition agreement" which was approved by the trial court in Civil Case No. 856 on September 8, 1951. As a matter of fact the court in said case clearly stated in its decision that the aforesaid agreement was submitted by the parties with the assistance of their respective counsel and said agreement was even embodied in toto in its judgment. Certainly under such circumstances defendant-appellant cannot claim lack of knowledge of the aforesaid agreement. In the absence of proof to the contrary, it must be

assumed that the trial court acted in the regular performance of its official duty, and therefore must have ascertained a priori the consent or conformity of all the parties to the agreement before approving it and rendering judgment thereon.

While it is true that on account of its consensual character a compromise, such as that involved in the case at bar, to be valid and effective requires the consent and express authorization of all of the parties — such consent and authorization by defendant-appellant are shown not only by the fact that the "partition agreement" was submitted to the trial court for approval on September 8, 1951 by "the parties (the plaintiffs Conchita and Gerardo Cadano and their father, defendant Juan Cadano), * * * duly represented by their respective counsel * * *", but also by the circumstance that the hearing for its approval on September 16, 1955 was precisely set upon petition of both the plaintiffs and defendant in said Civil Case No. 856 "with the understanding that if the defendant would fail to appear, the case would be submitted for decision on the basis of the partition agreement"[1] Certainly knowing of the nature of the hearing, Juan Cadano could have on said date, objected to the approval of the "partition agreement" by the court if it was true that the same did not bear his approval or conformity. That he chose not to interpose any objection to its approval is a patent indication of his conformity to the agreement. Again even after said defendant-appellant received through his counsel on September 26, 1955 a copy of the decision in Civil Case No. 856 containing in toto the "partition agreement," he never bothered to have it reconsidered or to appeal from such judgment, within the reglementary period or to have the same set aside under Rule 38 of the Rules of Court.

Defendant-appellant not only failed to avail himself of those procedural remedies but has remained silent. His inaction for over a period of nearly eight years, after becoming aware of the "partition agreement" and of the judgment based thereon, amounts to a ratification on his part of the said agreement. For laches may operate to validate an agreement otherwise invalid at its inception as when the party on becoming aware of the compromise fails to repudiate it promptly. Such ratification is presumed from his inaction.[2]

Moreover, if indeed there was any defect in the decision in Civil Case No. 856, which was revived by the court a quo in the case at bar, it was not on a matter affecting the jurisdiction of the court or of the validity of the judgment. It has been said that the only elements necessary to a valid agreement of compromise are the reality of the claim made and the bona fides of the compromise.[3] The general rule is that in the absence of statutory requirement, no particular form of agreement is essential to the validity of a compromise.[4] If a binding oral compromise agreement has been entered into, the mere fact that a written agreement is subsequently drawn to evidence the oral agreement does not detract from the validity of the oral agreement, though the written evidence thereof is not signed.[5] It must be noted, that defendant-appellant has not in his pleadings denied that the "partition agreement" was submitted by the parties to the Court for approval or that the aforesaid agreement embodied the terms and conditions of the partition that must have been previously agreed upon by them. All that he alleges in his answer dated November 28, 1963 in Civil Case No. 3417, is that he is "without knowledge or information sufficient to form a belief as to the truth" of the fact that a judgment had already been rendered by the Court in Civil Case No. 856, on September 22, 1955, which of course is clearly contrary to the facts, since according to the records of said Civil Case No. 856, he received a copy of the decision, thru his counsel Atty. Filemon Montejo, Sr. on September 26, 1955. Considering the environmental facts of the case the absence of his signature on the agreement would therefore be merely a defect of form, and not of substance, and does not vitiate the jural validity and efficacy of their agreement.

Finally, the validity of a judgment or order of a court cannot be assailed collaterally unless the ground of attack is lack of jurisdiction or irregularity in its entry apparent on the face of the record or because it is vitiated by fraud. If the purported nullity of the judgment lies on the party's lack of consent to the compromise agreement, the remedy of the aggrieved party is to have it reconsidered, and if denied to appeal from such judgment, or if final to

apply for relief under Rule 38.[6] It is well settled that a judgment on a compromise is not appealable and is immediately executory, unless a motion is filed to set aside the compromise on the ground of fraud, mistake or duress in which case an appeal may be taken from the order denying the motion.[7]

WHEREFORE, in view of the foregoing, the decision of the lower court in Civil Case No. 3417 dated March 1, 1965 is hereby affirmed, with costs against the appellant.

SO ORDERED.

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

[1] Record on Appeal, p. 32.

[2] *Rivero v. Rivera*, 59 Phil. 15; *Salazar v. Jarabe*, 91 Phil. 596.

[3] *Chaffee v. Chaffee*, 197 Mich. 133, 163 N.W. 879; *Grandin v. Grandin*, 49 N.J.L. 508, 9 A. 756, 60 Am. Rep. 642.

[4] *National Surety Co. vs. Willys -Overland*, 103 Fla. 738, 138 So. 24.

[5] *Nolte v. Southern Calif. Home Bldg. Co.* 28 CA 2d. 532, 82 P 2d 946, cited in 11 Cal. Jur. 2dp. 12.

[6] *Vda. de Celis v. Vda. de la Santa*, 92 Phil. 909.

[7] *De los Reyes v. Ugarte*, 75 Phil. 505; *Enriquez v. Padilla*, 77 Phil. 373.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.