

ESTELA M. POSADAS, JUAN POSADAS III, MARIA ELENA POSADAS DE LOS ANGELES AND SIXTO DE LOS ANGELES, PETITIONERS, VS. COURT OF APPEALS, HONOR-ABLE JUDGE PASTOR R. REYES, COURT OF A...

G.R. No. L-38769. November 21, 1978

Ponente: MAKASIAR, J.

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MAKASIAR, J.:

On November 6, 1978, the parties, assisted by their respective counsels, prayed for judgment on the basis of the following Compromise Agreement:

"Petitioners and private respondents, assisted by their respective counsels, having arrived at a full settlement of the above-entitled case to this Honorable Supreme Court, respectively submit for approval the following:

"1. Both parties agree to, and hereby waive and renounce, any and all claims they have against each other as alleged in their respective pleadings, more particularly private respondents' claim for indemnity, damages, improvements, right of redemption or pre-emption including any right, if any, under Presidential Proclamation No. 27 of the President of the Republic of the Philippines dated October 26, 1972, and in any subsequent pertinent Presidential Proclamation, and petitioners' right to collect from the private respondents any unpaid rentals on the landholdings in dispute;

"2. Private respondents admit that the respective landholdings in question have been voluntarily abandoned by them since February 1972, and because of which they hereby renounce any right, if any, they may have thereto, as a consequence of which, private respondents and their successors-in-interest admit and recognize petitioners absolute ownership over landholdings in question, and private respondents undertake not to obstruct or hinder in any way whatsoever the development as a subdivision of the landholdings in question;

"3. Petitioners by these presents undertake to convey ownership, absolutely and irrevocably unto the private respondents, homelots identified and described opposite their respective names, to wit:

- "1. Pio Alano - - - - - Lot 48 (LRC) Psd-19028 548 sq.m. Blk. 1
- "2. Adriano Lopena - - - - - Lot 67 (LRC) Psd-19028 311 sq.m. Blk. 1;
- "3. Alfonso Loresca - - - - - Lot 11 (LRC) Pcs-14441 240 sq.m. Blk 25
- "4. Teodoro Lopena - - - - - Portion of Lot 7, Blk 18 (LRC) Pcs-14441 176 sq.m.

"5. Hermogena S. Lopena - - - Portion of Lot 5, Blk 19 (LRC) Pcs-14441 202.5 sq.m.

and to pay private respondents the following amount appearing opposite their respective names, to wit:

"1. Pio Alano - - - - - P3,842.12
"2. Adriano Lopena - - - - - 5,607.87
"3. Alfonso Loresca - - - - - 3,865.75
"4. Teodoro Lopena - - - - - 3,638.25
"5. Hermogena S. Lopena - - - 5,250.00

from which amounts the private respondents hereby apply the amount hereinbelow appearing opposite their respective names as payment to the petitioners for the lot they desire to purchase from the latter, to wit:

"1. Pio Alano - - - - - P2,090.79
"2. Adriano Lopena - - - - - 3,059.23
"3. Teodoro Lopena - - - - - 2,042.30
"4. Hermogena S. Lopena - - - 2,953.26

with the balance therefrom to be paid in cash to private respondents; receipt of which private respondents hereby acknowledge to their individual entire satisfaction;

"4. In consideration of the payment as aforesated for certain lots private respondents desire to acquire from petitioners, petitioners hereby acknowledge receipt of said amounts and hereby undertake to execute the corresponding Deed of Transfer upon full payment thereof and/or Contract to Sell of the corresponding parcels of land and its corresponding area designated opposite private respondents' respective names, to wit:

"1. Pio Alano - - - - - Lot No. 6 (LRC)Psd-191457187 sq.m.;
"2. Adriano Lopena - - - - - Lot No. 64, Blk. 2 (LRC) Psd-19028, 255 sq.m.;
"3. Teodoro Lopena - - - - - Lot No. 7-A Blk 18 (LRC) Pcs-14441, 209 sq.m.;
"4. Hermogena S. Lopena - - - Lot No. 6-B Blk. 19 (LRC) Pcs-14441, 228 sq.m.;
"5. Alfonso Loresca - - - - - is not purchasing any lot;

Private respondents hereby acknowledge receipt by them of the amount appearing opposite their respective names as well as the homelot conveyed to them and hereby release and acquit the petitioners from any claim or claims of whatsoever nature or kind they may now or hereafter have as against petitioners and their successors-in-interest; x x x."

The terms and conditions stipulated in the foregoing Compromise Agreement do not contravene any law, public policy, morals or public interest.

WHEREFORE, THE AFOREQUOTED COMPROMISE AGREEMENT IS HEREBY APPROVED AND THE PARTIES ARE HEREBY ENJOINED TO ABIDE BY THE TERMS AND CONDITIONS THEREIN STIPULATED. THIS CASE IS HEREBY DECLARED CLOSED AND TERMINATED. NO COSTS.

SO ORDERED.

Teehankee, (Chairman), Muñoz Palma, Fernandez, and Guerrero, JJ., concur.

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