

JULIANA ABAD AND SINAI C. HAMADA, PLAINTIFFS AND APPELEES, VS. BLAS SAN JUAN, DEFENDANT AND APPELLANT.

G.R. No. L-17333. December 29, 1962

Ponente: CONCEPCION, J.

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CONCEPCION, J.:

Blas San Juan seeks the review by writ of error of a decision of the Court of First Instance of Baguio, the dispositive part of which reads:

"Judgment is, therefore, rendered, ordering a partition of the Northern portion adjudicated equally to Blas San Juan and Juliana Abad as appear in Exhibits 'A' and 'D' of Civil Case No. 288 of this Court. Should Blas San Juan refuse to agree to this partition, plaintiff may come to this Court for the appointment of three commissioners to carry out the same. Blas San Juan is likewise ordered to pay plaintiff the sum of P300.00 as attorney's fees and the costs".

The main facts are not disputed. In the language of the decision appealed from:

"In Civil Case 288 of this Court entitled 'Blas San Juan vs. Intestate Estate of Sioco Cariño, defendant; Juliana Abad, Intervenor', the parties entered into a compromise to the effect that Northern part of Block 1 of the approved subdivision plan of Lot No. 117-B (see Exhibits 'A', 'B', 'C', 'D') should go 1/2 to Juliana Abad as surviving spouse of the late Vicente San Juan and the other half to Blas San Juan as only surviving son of the late Vicente San Juan. The compromise was embodied in a decision of this Court dated May 4, 1954 and has long since become final. When Blas San Juan refused to agree to a partition of this Northern half with Julian Abed, Juliana Abad has come to this Court. Hamada is a nominal party plaintiff as it is he who has agreed to defray the expenses of subdivision and is still willing to do so. His interest in the litigation is to have this property segregated from the rest of the property of Sioco Cariño. Essentially, then, this case is for partition involving the execution of a final decision of this Court (Exhibit 'A') which was the result of a compromise. In his answer, Blas San Juan claims that the compromise was obtained through fraud in that he had in his possession documents proving that the land was never owned by Sioco Cariño and that his father had never married Juliana Abad."

This pretense of defendant Blas San Juan was rejected by His Honor, the trial Judge who, accordingly, rendered the decision appealed from.

It appears that said Civil Case No. 288 was originally instituted by Juliana Abad and Blas San Juan against "the Intestate Estate of Sioco Cariño, represented by Teodora C. Caoili, Administratrix", on February 15, 1952. It was alleged in the original complaint therein, which was subscribed by Atty. Sinforoso Fangonil, as counsel for the original plaintiffs, Juliana Abad and Blas San Juan, that "the same are the widow and son, respectively, of one Vicente San Juan, who died intestate in the City of Baguio, Philippines, in the year 1944, and, hence, they are his sole and exclusive heirs"; that the late Sioco Cariño was the owner of Lot No. 117-B of subdivision plan Bsd-2148, Res. Sec. "K", Baguio Townsite, G. L. R. O., Record Res. No. 211, Free Patent No. 5899, with an area of 19,058 sq. meters, more or less; that in or about the year 1936, said Sioco Cariño had sold, transferred and

convey the late Vicente San Juan, the northwestern portion of said Lot No. 117-B, with an area of 5,000 sq. meters; that since the aforementioned sale, the said Vicente San Juan, and, after his demise, the plaintiffs (Juliana Abad and Blas San Juan) had continuously and uninterruptedly held and occupied said property as owners thereof, made permanent improvements thereon, declared it for tax purposes and paid all real estate taxes due the government; that owing to the continued absence of Sioco Cariño from Baguio, during the Japanese occupation, and his subsequent death and that of Vicente San Juan, the official segregation of the portion purchased by the latter had not been consummated and a separate title thereto had not been obtained; that upon repeated demands made, after the liberation of the Philippines, upon defendant Mrs. Caoili and her co-administrator, Dr. Jose M. Cariño, for the segregation of said portion, said defendant urged Juliana Abad and Blas San Juan "not to worry as their title and rights" would be "respected"; that said Juliana Abad and Blas San Juan had come to know that the aforementioned Lot No. 117-B, including the property in question, had been transferred and conveyed by Mrs. Caoili to one Hermenegildo Tayag; that when plaintiffs, thereupon, inquired from Mrs. Caoili about the truth of said information, the latter bade them not to worry about it, because the estate still had eighteen (18) months within which to "redeem" (?) said property; and that Mrs. Caoili had not as yet taken any step to effect said redemption (?), to the damage and prejudice of said plaintiffs. Hence, the latter prayed, inter alia, that Mrs. Caoili be ordered to segregate the property in question, by causing a subdivision of said Lot No. 117-B to be made, and to execute the papers necessary in order that said plaintiffs could secure a separate title to said property, or else to pay the value thereof, and the costs.

About a week later, Atty. Fangonil filed an amended complaint, naming therein Blas San Juan as the only plaintiff, and including Hermenegildo Tayag as one of the defendants. Subsequently, the defendants filed motions to dismiss and, later on, their respective answers, admitting the formal allegations of the original complaint and of the several amendments thereof, denying specifically all other allegations of said complaint and setting up special defenses, as well as a counterclaim for damages. Later on, or on January 26, 1953, Juliana Abad filed, with the court's permission, a complaint in intervention, reproducing, in effect, the allegations of the original complaint filed by her jointly with Blas San Juan. She, likewise, filed an answer to defendants' counterclaim. Thereafter, Blas San Juan filed a supplemental complaint, including Sinai C. Hamada—who had allegedly acquired the rights of defendant Hermenegildo Tayag—as one of the defendants.

After several postponements of the hearing, based upon the pendency of negotiations for an amicable settlement of the case, a compromise agreement, signed by the parties and their counsel, was filed on May 5, 1954. The agreement stated that "defendant Hermenegildo Tayag and/or his assignee Sinai C. Hamada" had agreed and bound himself "to give, convey, cede, transfer and assign to the heirs, successors and assigns of the deceased Vicente San Juan, who are respectively the widow and son, intervenor and plaintiff therein, "exactly one-half (1/2) of the total area of Block 1 of * * * Lot No. 117-B of the subdivision plan Bsd 2148, which Lot No. 117-B is situated in the Res. Sec. 'K', Baguio City, and covered by Transfer Certificate of Title No. T-1746; or, in other words, the total area of one thousand five hundred eighty-six (1,586) square meters, which half portion of said Block 1 of subdivision plan Bsd-2148 shall be taken as segregated from the Northern half of said Block 1". It was prayed in the agreement that the same be approved and that judgment be rendered in accordance therewith. The court did so in a decision rendered on said date (May 5, 1954).

As above indicated, appellant herein assails the validity of such decision, upon the ground that it had been secured by fraud, but, the lower court held otherwise, and appellant does not insist in his aforementioned contention. He now alleges, however, that said decision is null and void, it being based upon an agreement which, he claims, suffers from such flaw, inasmuch as article 2035 of our Civil Code reads:

"No compromise upon the following questions shall be valid:

- (1) The civil status of persons;
- (2) The validity of a marriage or a legal separation;
- (3) Any ground for legal separation;
- (4) Future support;
- (5) The jurisdiction of courts;
- (6) Future legitime."

This provision is inapplicable to the compromise agreement aforementioned. At the outset, it should be noted that Civil Case No. 288, was, in effect, an action for partition between the heirs of Vicente San Juan—who had allegedly bought part of the land of Sioco Cariño, deceased—on the one hand, and the administratrix of the estate of the latter and his successors and/or assigns, on the other. The status of Juliana Abad as widow of Vicente San Juan was never in issue therein. What is more, it was specifically and expressly alleged in the original complaint in said case, filed jointly by Juliana and Blas San Juan, that these original plaintiffs are "the widow and son", respectively, of said Vicente San Juan, and the truth of this allegation was explicitly admitted by the defendants in their answers. Although Juliana Abad was excluded as party in the first and subsequent amended complaints filed by Blas San Juan, there is no allegation of fact in his aforementioned pleadings that is necessarily inconsistent with the claim of Juliana Abad. Indeed, despite the circumstance that her complaint in intervention was filed on January 26, 1953, and the defendants had answered thereto, admitting that Juliana Abad is the widow of Vicente San Juan, and notwithstanding the fact that a supplemental complaint—including Sinai C. Hamada as one of the defendants—had been filed on April 29, 1953 by Blas San Juan, the latter filed no answer to said complaint in intervention or any other pleading denying that Juliana Abad was the wife of Vicente San Juan. On the contrary, Blas San Juan and his counsel subscribed said compromise agreement which reiterates the existence of said relationship. Inasmuch as the only point in issue in Civil Case No. 288 when the compromise agreement was reached and approved by the court, was not the aforementioned relationship, but whether Vicente San Juan had purchased from Sioco Cariño, and then possessed the disputed portion of Lot No. 117-B, it follows that the status of Juliana Abad was not the subject-matter of said agreement, and the above quoted Article 2035 is not applicable thereto.

Regardless, however, of the foregoing, the effect of this legal provision upon the decision in Case No. 288 was, at most, to render said decision erroneous and to warrant a reversal thereof proper, had an appeal been taken therefrom. Said decision was neither null nor void, for the Court of First Instance of Baguio admittedly had jurisdiction over the subject matter of the case, over the parties and over the rest. It was valid, therefore, no matter how erroneous it may have been, and, none of the parties having appealed therefrom, said decision became final and executory (*Mandac vs. Gumarad*, 87 Phil., 278; 47 Off. Gaz., Supp. No. 12, p. 449; *Feria vs. Suva*, 92 Phil., 963; *Daquis vs. Bustos*, 94 Phil., 913; 50 Off. Gaz., 1964; *Araneta vs. Commonwealth Insurance Co.*, 103 Phil., 522; 55 Off. Gaz. [3]431; *Cenido vs. Court of Appeals*, L-10634, May 28, 1958). Indeed, in the very answer filed by herein appellant in the lower court, he alleged, not that said decision was null and void, but that "the same is voidable by virtue of the mistake, fraud and falsity of the representations made by the plaintiff Juliana Abad". No such "mistake, fraud and falsity" having been established by appellant herein, it follows necessarily that the lower court did not err in rendering the decision appealed from.

WHEREFORE, the same is hereby affirmed, with costs against defendant-appellant, Blas San Juan. It is so ordered.

Bengzon, C. J., Padilla, Bautista Angelo, Labrador, Reyes, J. B. L., Barrera, Paredes, Dizon, Regala, and Makalintal, JJ., concur.

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