

FELIPE DE GUZMAN, PETITIONER, VS. HON. WALFRIDO DE LOS ANGELES, JUDGE CFI-RIZAL, BRANCH IV, QUEZON CITY, LEONARDO GERONIMO, MARIA LAZARO MARIANO, GLICERIA LA-ZARO MARIANO, THE H...*G.R. No. L-29343. March 28, 1969*

Ponente: DIZON, J.

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On August 8, 1968 petitioner Felipe de Guzman filed a petition to review the resolutions of the Court of Appeals dated March 19 and June 25, both of the year 1968. The first set aside the decision of said court of September 6, 1967, and the second affirmed the reversal of said decision and denied petitioner's motion for reconsideration.

The respondents named in the petition for review, aside from the Court of Appeals, are the Honorable Walfrido de los Angeles, Judge of the Court of First Instance of Rizal, Branch IV, Q.C., the Philippine Trust Company, Leonardo Geronimo, Maria Lazaro Mariano, Gliceria Lazaro Mariano and the heirs of Perpetuo Lazaro Mariano.

It appears from the petition that in Special Proceedings No. Q-573 "Intestate Estate of the Deceased Antonio Geronimo" of the Court of First Instance of Rizal, several parties appeared claiming to be the nearest kin of said decedent. Among them were respondent Leonardo Geronimo and the respondents Mariano. The first claimed to be a half-brother and the latter, relatives within the fifth degree of said decedent. Petitioner herein likewise appeared and asked for leave to intervene as claimant-creditor of the estate in view of alleged cash advances secured from, him to be utilized solely for the purpose of prosecuting the case against the forger of the will of the decedent, claiming further in this connection that the efforts exerted by him and the persons who claimed to be the heirs of the decedent resulted in the conviction of the forger, this saving the estate from going into the latter's hands. As a result, the original testate proceedings before the Court of First Instance of Rizal were converted into intestate proceedings. On August 26, 1961 the probate court allowed petitioner to intervene in said proceedings "it appearing that he has a legal interest in this case for the protection of his rights".

The petition also alleges that the Court of First Instance of Rizal issued orders on January 30, April 5, April 24 and July 5, 1966 which in effect disposed of the entire properties of the estate, without the required publication of notices to the creditors of the estate, without making any previous declaration of heirs, without satisfying the obligations of the estate before ordering the distribution of its assets, and other alleged irregularities. To top all these, said Court later denied petitioner's formal complaint for intervention in its order of August 24, 1965, from which order petitioner appealed to the Court of Appeals where the case was docketed as C.A.-G.R. No. 37061-R.

The petition alleges likewise that notwithstanding the appeal mentioned above, the lower court issued on November 24, 1965 an order directing execution of the basic orders complained of, as a result of which petitioner had to file special civil action in the same Court of Appeals (C.A.-G.R. No. 37306-R) to annul the orders of said Court in the aforesaid intestate proceedings dated January 30, April 5, April 24 and July 5, 1965

together with its subsequent orders for their implementation. The petition further alleges that on September 6, 1967 the Court of Appeals decided C.A.-G.R. No. 37306 as follows:

"WHEREFORE, the questioned Orders of January 30, April 5, April 24, 1965, July 5, 1965, August 25, 1965, September 29, 1965, and all other subsequent orders issued for the implementation of the main orders mentioned, are hereby set aside for being null and void; ordering the Marianos who, evidently appeared to be excluded heirs of the deceased Antonio Geronimo and therefore cannot be parties interested in the estate of the decedent, to deliver all the properties that were delivered to them by virtue of the questioned orders and to account for the proceeds and rentals thereof to the Philippine Trust Company which is, hereby directed to take possession of the same and to render an inventory thereof; declaring said properties reverted to the estate of the decedent; and directing the respondent court to satisfy first the claim of herein petitioner against the estate of the decedent before any distribution of the estate of the decedent is made."

However, on March 19, 1968 the Court of Appeals reversed its decision of September 6, 1967, which reversal was subsequently affirmed by another resolution of June 25, 1968. These resolutions of the respondent Court of Appeals are the ones which petitioner sought to have this Court review as stated at the outset.

The petition for review was given due course in our resolution of August 13, 1968 and after service of the proper notices for the filing of briefs, petitioner filed his on November 4, 1968 and respondents filed theirs on February 22, 1969.

On March 7, 1969 petitioner, through counsel, and with conformity of counsel for the Marianos, filed a pleading entitled "MOTION TO APPROVE AMICABLE SETTLEMENT, ENJOIN THE PARTIES TO COMPLY THEREWITH AND TO DISMISS", to which was attached the amicable settlement mentioned therein, -executed on March 6, 1969 by petitioner Felipe de Guzman, on the one hand, and by Gliceria Lazaro Mariano, the heirs of Perpetuo Lazaro Mariano, namely, Pedro, Leonila, Carmelita, all surnamed Mariano, Feliciano Manalo vda. de Mariano, the heirs of Perpetuo Mariano, Jr., the heirs of Maria Lazaro Mariano, namely, Irma, Zenaida M. Erlinda M. and Yolanda M., all surnamed Gulinao, respondents in G.R. No. L-29343 and legitimate heirs of the late Antonio Geronimo, as parties of the second part, and by Leonardo Geronimo, as party of the third part. The parties already named appear to have been assisted by their respective counsel in the execution of the amicable settlement which reads as follows:

"AMICABLE SETTLEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AMICABLE SETTLEMENT entered into and executed on this 6th day of March, 1969, at Makati, Rizal, Philippines, by and between:

FELIPE DE GUZMAN, petitioner in G. R. No. L-29343, pending before the Supreme Court, entitled 'Felipe de Guzman v. Hon. Walfrido de los Angeles, et al.' and intervenor in Sp. Proc. No. Q-573 of the Court of First Instance of Rizal, Quezon City Branch, entitled 'In-testate Estate of Antonio Geronimo, Philippine Trust Co., Special Administrator,' hereinafter referred to as the PARTY OF THE FIRST PART,

- and -

GLICERLA LAZARO MARIANO, the heirs of PERPETUO LAZARO MARIANO, namely, PEDRO MARIANO, LEONILA MARIANO, CARMELITA MARIANO, FELICIANA MANALO VDA. DE MARIANO, and PERPETUO MARIANO, JR.; and the heirs of MARIA LAZARO MARIANO, namely, IRMA M. GULINAO, ZENAIDA M. GULINAO, ERLINDA M. GULINAO and YOLANDA M. GULINAO, respondents in G. R. No. L-29343 and legitimate heirs of the late Antonio Geronimo whose estate is being settled

in Sp. Proc. No. Q-573, hereinafter called the PARTIES OF THE SECOND PART,

- and -

LEONARDO GERONIMO, respondent in G. R. No. L-29343 and one of the claim-ants in Sp. Proc. No. Q-573, hereinafter referred to as PARTY OF THE THIRD PART,

W I T N E S S E T H : That-

1. All the parties to this amicable settle-ment hereby voluntarily and freely express their desire to settle the cases G. R. No. L-29343 and Sp. Proc. No. Q-573 above referred to peacefully and amicably to their mutual and common advantage.

2. In consonance with the amicable settle-ment thus agreed among the parties hereto, the following terms and conditions are hereby stated and declared to be the binding covenants and agreements between and among them, to wit:

a) The PARTIES OF THE SECOND PART, as the legitimate heirs of the late Antonio Geronimo, in consideration of the settlement of the above-said cases, G. R. No. L-29343 and Sp. Proc. No. Q-573, hereby confirm, ratify and give their consent to the 'Contract to-Sell dated June 6, 1955 executed by the PARTY OF THE THIRD PART in favor of the PARTY OF THE FIRST PART; and, as if they themselves executed the said 'Contract to Sell', they hereby cede, transfer and convey unto the PARTY OF THE FIRST PART, his heirs, successors, and assigns, the following property subject matter of the 'Contract to Sell', and its transfer certificate of title, together with all their rights and in-terests in said property, free from all liens and encumbrances of whatever nature:

'A parcel of land situated at Rizal Avenue, Sta. Cruz, Manila, with an area of 126 square meters, more or less, known as Lot No. 5-d, Block 2260, of the subdi-vided property of the Government of the Philippines (Hacienda de Lazaro) with the improvements thereon, covered by TCT No. 29832 of the Registry of Deeds for the City of Manila.'

The PARTY OF THE THIRD PART confirms and acknowledges that he executed the 'Contract to Sell above mentioned in favor of the PARTY OF THE FIRST PART freely and volun-tarily for valuable consideration.

a) The PARTIES OF THE SECOND PART further covenant and agree to pay the sum of THIRTY THOUSAND (P30,000.00) PESOS, Philippine currency, TEN THOUSAND (P10,000.00) PESOS in cash upon the signing of this Ami-cable Settlement and the balance of TWENTY THOUSAND (P20,000.00) PESOS in a postdated Manila Banking Corporation check No. 02921M issued by Zenaida M. Gulinao payable within thirty (30) days from the signing hereof, and the PARTY OF THE FIRST PART acknowledges receipt of the said amount of TEN THOUSAND (P10,000.00) PESOS and accepts the same and the postdated manager's check, together with the owner's duplicate certificate of title to that parcel of land as conveyed and ceded to him in par. 2(a) hereinabove, in full and complete satisfaction and settlement of all the claims of said PARTY OF THE FIRST PART in G. R. No. L-29343 and in Sp. Proc. No. Q-573 as creditor of the estate, assignee of Leonardo Geronimo, and for advances made and services rendered by the PARTY OF THE FIRST PART in connection with the prosecu-tion and conviction of Godofredo Jurado in Crim. Case No. 31725 of the Court of First Instance of Manila (CA-G.R. No. 20071-R) and the annulment of the alleged last will and testament of the late Antonio Geronimo, for all of which this amicable settlement serves as a quitclaim.

c) The PARTY OF THE FIRST PART hereby agrees to withdraw, upon approval of this Ami-cable Settlement, the petition for review which he filed with the Supreme Court bearing Case No. G. R. No. L-29343, as well as all his claims in Sp. Proc. No. Q-57.3, and to sign at the same time as this Amicable Settlement, the necessary pleadings for that purpose, which he hereby authorizes the PARTIES OF THE SECOND PART to file with the corresponding court.

d) It is understood that with this Amicable Settlement, the PARTY OF THE FIRST PART waives and relinquishes any and all rights he may have under the writ of preliminary injunction issued by the Court of Appeals in CA-G.R. No. 37306-R (now G.R. No. L-29343) dated April 1, 1966, and he agrees that Sp. Proc. No. Q-573 may now proceed until its termination, and the PARTIES OF THE SECOND PART may now sell, transfer, dispose of or otherwise deal with the properties of the late Antonio Geronimo transferred to them by virtue of the aforementioned orders of January 30, April 5, April 24 and July 5, all of 1965.

e) The PARTY OF THE FIRST PART hereby further agrees to have all the notices of lis pendens on the properties of the PARTIES OF THE FIRST PART and/or the estate of the late Antonio Geronimo that he filed in connection with G.R. No. L-29343 lifted, and for this purpose he is willing to execute, at the same time as this Amicable Settlement, the necessary papers or documents which he authorizes the PARTIES OF THE SECOND PART to file with the corresponding 'Register of Deeds.

f) This Amicable Settlement shall be in full force and effect upon the signing thereof by the parties, and hereafter, the PARTY OF THE FIRST PART shall in no case continue the prosecution of G. R. No. L-29343 or his claims in Sp. Proc. No. Q-573, or in any way prosecute or seek the satisfaction of his claims in the said cases as creditor of the estate of the late Antonio Geronimo, assignee of Leonardo Geronimo, and for advances made and services rendered by him in connection with the prosecution and conviction of Godofredo Jurado in Criminal Case No. 31725 of the Court of First Instance of Manila (CA-G.R. No. 20071-R) and the annulment of the alleged last will and testament of the late Antonio Geronimo.

IN WITNESS WHEREOF, the parties hereto, assisted by their respective counsel, hereunto affix their signatures on the date and at the place first above mentioned."

WHEREFORE, the above amicable settlement is hereby approved; the parties thereto are hereby enjoined to comply therewith; the present action is hereby dismissed, and the writ of preliminary injunction issued by the Court of Appeals on April 1, 1966 in C.A.-G.R. No. 37306-R is hereby dissolved.

Without costs.

Concepcion, C.J., Reyes, JBL, Makalintal, Zaldivar, Sanchez, Ruiz Castro, Fernando, Capistrano, and Barredo, JJ., concur.

Teehankee, J., took no part.

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