

MATEO TOLENTINO, ET AL., PLAINTIFFS-APPELLANTS, VS. MATEA GROSPE, ET AL., DEFENDANTS-APPELLEES.

G.R. No. L-28109. December 28, 1973

Ponente: MAKALINTAL, C.J.

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MAKALINTAL, C.J.:

The pertinent antecedent facts, as well as the main ground relied upon by the Court of First Instance of Nueva Ecija (Br. I, Cabanatuan City) in dismissing its Civil Case No. 4631 entitled "Mateo Tolentino, et al., plaintiffs, vs. Matea Grospe, et al., defendants," are amply discussed in the assailed order of dismissal, thus:

"This is an action which would attempt to nullify a judgment of the Court of First Instance of Nueva Ecija in Civil Case No. 3698, entitled Matea Grospe, et al. versus Mateo Tolentino, et al. The ground raised by the plaintiff(s) for the annulment of said judgment is that the same was based on stipulation of facts entered into between the parties in which the defendants now the plaintiffs in the present case were represented by their counsel only and that they did not sign the said agreement; hence, the defendants were not privies thereto.

Without passing on whether or not the said counsel for the defendants in Civil Case No. 3698 had the full capacity to enter into such stipulation of facts on his behalf and those of his clients, the Court believes that the present action is not the proper remedy to set aside for being null and void the judgment rendered in the said Civil Case No. 3698 in the Court of First Instance of Nueva Ecija. The decision sought to be nullified was reviewable only on appeal considering that from the pleadings of the plaintiffs in the present case the Court cannot gather any allegation of an extrinsic fraud occasioned in the decision rendered in said Civil Case No. 3698 in which case an independent action would be in order. And when there is no question about the jurisdiction of the Court over the parties and subject matter of the case in Civil Case No. 3698, the said decision specially when it has become final and executory should be held valid and binding upon the parties in the said case and their successors in interest.

The records of the case show as confirmed in paragraph 13 of plaintiffs' complaint that the motion to set aside the judgment in question was filed by the counsel for the plaintiffs now, which motion embodied the same grounds now alleged in the plaintiffs' complaint, but the same was denied by the Court as shown by a copy attached to the complaint marked as Annex C and made an integral part thereof. The minute the said motion was denied by the Court, the recourse left to the defendants in said Civil Case No. 3698 would have been to seek a review of the said decision on appeal to the proper appellate court. The defendants slept on their right to appeal, which was the proper remedy in the case; consequently this Court would not condescend to give them the remedy which they already forfeited for failure to appeal the decision rendered by the Court of First Instance of Nueva Ecija in Civil Case No. 3698.

IN VIEW OF THE FOREGOING, this case is hereby dismissed for lack of a cause of action with costs against the plaintiffs. The writ of preliminary injunction issued in connection with this case is hereby ordered lifted and dissolved."

In assailing the correctness and validity of the order of the court a quo dismissing the case, plaintiffs-appellants stress that they did not sign the stipulation of facts referred to in the judgment in Civil Case No. 3698. It is their

theory that since they did not authorize their former counsel to enter into such stipulation the decision rendered on the basis thereof was null and void.

Appellants admitted (in paragraph 12 of their complaint below) that the decision in Civil Case No. 3698 had long ago become "final and executory and as a matter of fact a writ of execution was already issued." The alleged defect in the stipulation of facts upon which that decision was based did not affect the jurisdiction of the court. The absence of the appellants' signature on the stipulation was not a fatal omission which rendered the judgment necessarily invalid; and in any case the remedy against it was to have the judgment reconsidered or set aside before it became final. This the appellants tried to do in fact, but their motion to that effect was denied and they did not appeal from the order of denial.

"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 their 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 agree-ment, 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. 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." (Cadano vs. Cadano, L-34998, January 11, 1972; 49 SCRA 33)

From the record of this case, we have noted the following facts and circumstances:

- In 1953 the present appellants filed an action (Civil Case No. 1066 of the Court of First Instance of Nueva Ecija) against the herein appellees for the recovery of a portion of the same lot in-volved in this case (Lot No. 419 of the Talavera cadastre, covered by Original Certificate of Title No. 179972 of the land registry of Nueva Ecija), which portion had an area of 10.2125 hectares;
- The aforesaid certificate of title was in the names of the herein appellees, although according to the appellants, in their answer to the complaint in Civil Case No. 3698, the judgment in which is sought to be annulled in the present case, it was their agreement with the appellees to have all their lands, the same being adjacent to each other, registered in the name of Anselmo Grospe alone, after which the necessary conveyances would be executed in favor of the respec-tive owners;
- The decree of registration was issued in 1930 and the cer-tificate of title in 1932, while Civil Case No. 1066 was not filed until 1953;
- The said civil case was dismissed by the Court of First Instance and on appeal to the Supreme Court was likewise dismissed on September 28, 1954;
- The stipulation of facts assailed by the herein appellants is not in the nature of a compromise, no mutual concessions having been made therein by the parties and the purpose of the stipulation not being to put an end to the litigation but merely to abbreviate the presentation of evidence and provide the Court with a basis for its decision;
- The essential facts stipulated upon are, as pointed out by the appellees in their brief without being rebutted by appellants, capable of demonstration by documentary evidence, such as the decree and the certificate of title issued in the registration pro-ceeding, tax declarations and receipts of tax payments; and
- Significantly enough, the herein appellants have made no allegation either in their complaint below or in their brief on appeal disputing, expressly or impliedly, the veracity of the essential facts set forth in the stipulation. They merely stress that their counsel had not been authorized by them to enter into such stipulation; but as earlier stated the point was raised by them before the trial court in a motion to set aside the judgment and they did not appeal from the order denying the same, as a result of which the judgment became final.

WHEREFORE, the order appealed from is affirmed, without pronouncement as to costs in this instance.

Ruiz Castro, Teehankee, Makasiar, Esguerra, and Muñoz Palma, JJ., concur.

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