GEORGETTE G. DY SUN, PETITIONER-APPELLEE, VS. ALLEN VICTOR Y. DY SUN, RESPONDENT-APPELLANT.

Ponente: CRUZ, J.

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CRUZ, J.:

This is a consolidated decision resolving (i) the appeal under Rule 41 of the Rules of Court, docketed as CA G.R. CV No. 89306, and (ii) a Petition for Indirect Contempt, docketed as CA G.R. SP No.103054.

CA G.R. CV No. 89306 is an appeal under Rule 41 of the Rules of Court filed by Respondent-Appellant Allen Victor Dy Sun seeking to reverse and set aside the Decision dated June 12, 2007[1] of the Regional Trial Court (RTC) of Pasig City, Branch 162 in Civil Case JDRC No. 6886. The fallo of the Decision reads:

> " xxx xxx xxx
>
> WHEREFORE, judgment is hereby rendered making permanent the prior Temporary Protection Order against acts of violence pursuant to Republic Act No. 9262 but with certain modifications. Consequently, the following PERMANENT PROTECTION ORDERS are hereby issued to wit:
>
> a. Prohibiting the respondent from further committing and threatening to commit physical bodily harm and other acts of assault to petitioner and her children;
>
> b. Prohibiting the Respondent from harrasing, annoying, telephoning, contacting or otherwise communicating with the petitioner, directly or indirectly, or through other persons, with no exception, not even in the exercise of his visitation privilege allowed by this Court;
>
> c. Allowing the respondent to see and visit his children once a month (for a total of 12 visits per year) at the latter's residence for a maximum period of 2 hours each visits, subject to further others from this Court. For this purpose, every respondent's visit shall be accompanied by the Court Sheriff, who shall coordinate with the petitioner as to the availability of time and date of children prior such visit, at the expense of the respondent. For every visit, the Court Sheriff is directed to submit his report within five (5) days from the date the respondent visited the children;
>
> d. Ordering the Respondent to stay away from the Petitioner and petitioner's current residence at 105 B. Wilson Circle Street, Wilson Circle Village, Greenhills, San Juan, Metro Manila or at any of her future residence, should she decides (sic) to change address, her place of employment, and places frequented by the petitioner, except in the exercise of visitorial privilege given by the Court;
>
> e. Ordering the Respondent to stay away from their children and their children's school and other places frequented by them;
>
> f. Prohibiting the Respondent from threatening to commit or committing such other acts enumerated in Section 5 of R.A. 9262;
>
> g. Granting the petitioner permanent sole custody over their common children until further orders from this court;

h. Ordering the Respondent to give the amount of P35,000.00 (not P180,000.00 being prayed by petitioner) to the petitioner as monthly support starting the month of June 2007 with a check payable anytime within the first five days of the month;

i. Ordering the Respondent to pay or reimburse the petitioner one-half (½) of the tuition fees of the children starting the school year 2007-2008 and onwards until the children finished their desired course or until further orders from this court;

j. Ordering the Respondent to pay actual damages in the amount of P3,000.00 for the medical expenses incurred by petitioner;

k. Ordering the Respondent to post bond of P500,000.00 (not P1 Million being prayed by the petitioner) to keep peace and to present two sufficient sureties who shall undertake that the respondent will not commit the violence sought to be prevented, and that in case such violence is committed they will pay the amount determined by the court in its judgment;

l. Ordering the Respondent to pay moral damages in the sum of P250,000.00 (not P500,000.00 being prayed by the petitioner) as reasonable compensation for the violation of petitioner's rights;

m. Ordering the Respondent to pay exemplary damages in the sum of P100,000.00 (not P500,000.00 being prayed by the petitioner) to protect the public good;

n. Ordering the Respondent to pay the sum P100,000.00 (not P200,000.00 being prayed by the petitioner) representing both reasonable attorney's fees and cost of litigation, including cost of suit;

The Court Sheriff, who may obtain the assistance of law enforcement officers, is directed to cause the service of this judgment upon the respondent.

This judgment shall be immediately executory.

SO ORDERED.

xxx xxx xxx "

CA G.R. SP No. 103054 is a Petition to Cite Respondent Georgette Dy Sun for Indirect Contempt[2] filed by Petitioner Allen Victor Dy Sun for defying the Writ of Execution dated January 21, 2008, which enforces Paragraph (c) of the dispositive portion of the above-quoted decision. Because this petition involves the same of facts and parties as in CA G.R. CV No. 89306 presented above, the cases were consolidated.[3]

During the pendency of the appeal and the petition to cite in contempt, the parties submitted a Memorandum of Agreement dated December 5, 2012.[4] It reads:

" xxx xxx xxx

MEMORANDUM OF AGREEMENT
This Memorandum of Agreement ("Agreement") is made and entered into by and between:

GEORGETTE G. DY SUN, of legal age, Filipino, with residence at 105 B. Wilson Street, Wilson Circle Village, Greenhills, hereinafter referred to as "GEORGETTE";

ALLEN VICTOR Y. DY (sic), of legal age, Filipino, with residence at 92 Dapitan Street, Quezon City, hereinafter referred to as "ALLEN;"

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

WHEREAS, GEORGETTE AND ALLEN, for the best interest of their minor children, Alain Gabriel G. Dy

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Sun and Ayrton Gregory G. Dy Sun, have agreed to amicably settle their differences under such terms and conditions set forth in this Agreement and conditioned on the parties faithful compliance therewith;

NOW THEREFORE, for and in consideration of the foregoing premises and of the terms and conditions specified in this Agreement, GEORGETTE and ALLEN hereby mutually agree as follows:

1. Custody of the Minor Children

A. GEORGETTE shall have sole permanent custody over the minor children, subject to the visitation rights of allen.

B. GEORGETTE and ALLEN agree that ALLEN shall have visitation rights over the minor children of four (4) hours every month as previously granted by the Court.

C. GEORGETTE shall likewise work with ALLEN to gradually increase the rights granted under paragraph 1 (B) to ALLEN should the latter request for additional time with and custody over the minor children for health reasons, special occasions, family-related exigencies, i.e., christmas holidays, birthday of Allen and his parents, and alike situations. For such purpose, any such additional arrangements shall be subject to their mutual agreement and the children's wishes and best interest.

D. ALLEN shall provide the necessary assistance and consent for the procurement of the minor children's passport, visa, and other related personal documents of the minor children.

2. Support of the Children:

ALLEN shall give a monthly support of P35,000.00 every first Monday of the month, and shall reimburse GEORGETTE for payment of tuition fees and tutorial fees upon presentment of receipts.

3. Withdrawal/Dismissal of Cases:

A. GEORGETTE and ALLEN shall jointly move for the provisional dismissal of the case entitled "People vs. Allen Victor Y. Dy Sun" docketed as Criminal Case No. 06-143131 before the Regional Trial Court of Quezon City, Branch 225.

B. ALLEN shall withdraw his appeal pending before the Court of Appeals docketed as CA-G.R. CV No. 89306 and shall abide by the Decision of the Regional Trial Court of Pasig City, Branch 162 dated 12 June 2007, as to the provisions thereof unaffected by the Agreement.

C. ALLEN shall withdraw his petition to cite GEORGETTE in contempt pending before the Court of Appeals docketed as CA-G.R. SP No. 103054.

D. GEORGETTE and ALLEN shall execute any and all pleadings, motions, documents for the execution of the terms of this Agreement.

4. GEORGETTE and ALLEN acknowledge that they have read and understood the contents of this Agreement and that they have signed the same willingly, voluntarily, and with full knowledge of their rights and obligations.

IN WITNESS WHEREOF, the parties have hereunto set their hand this 5[th] day of December 2012 in Makati City, Metro Manila.

xxx xxx xxx "

Thus, on December 12, 2012, the parties, in CA G.R. CV No. 89306, filed a Joint Motion to Render Judgment Based on the Memorandum of Agreement[5] and Petitioner Allen Victor Dy Sun filed a Notice of Withdrawal of Petition[6] praying for the withdrawal of CA G.R. SP No. 103054.

A compromise is a contract whereby parties, by making reciprocal concessions, avoid a litigation or put an end to one already commenced.[7] It is an agreement between two or more persons who, for preventing or putting an end to a lawsuit, adjust their difficulties by mutual consent in the manner which they agree on, and which everyone of them prefers in the hope of gaining, balanced by the danger of losing.[8] To have the force of law between the parties, it must comply with the requisites and principles of contracts. And, it must not be contrary to law, morals, good customs and public policy.[9]

Finding the Memorandum of Agreement dated December 5, 2012 to have been validly executed and not contrary to law, morals, good customs, public order and public policy, We APPROVE the same.

WHEREFORE, premises considered,

1. The Memorandum of Agreement dated December 5, 2012 is APPROVED. Judgment is rendered in accordance therewith and the parties are enjoined to stricly comply with its terms and conditions. By virtue of such approval, the appeal docketed as CA G.R. CV No. 89306 is WITHDRAWN.

2. The Notice of Withdrawal of Petition is GRANTED. The Petition to Cite Respondent Georgette Dy Sun docketed as CA G.R. SP No. 103054 is likewise WITHDRAWN.

SO ORDERED.

Abdulwahid, (Chairperson), and Barza, JJ., concur.

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[1] Penned by Presiding Judge Cesar Pabel D. Sulit; Records, Volume III, pp. 278-287.

[2] Rollo, pp. 2-12.

[3] Ibid.,

[4] Ibid., pp. 1541-1543.

[5] Rollo, pp. 1538-1540.

[6] Ibid., pp. 1544-1545.

[7] Article 2028 of the Civil Code of the Philippines.

[8] Cebu International Finance Corp. vs. Court of Appeals, G.R. No. 123031, October 12, 1999. citing Del Rosario vs. Madayag, 247 SCRA 767, 770 (1995) citing David vs. Court of. Appeals, 214 SCRA 644, 650 (1992), citing Rovero vs. Amparo, 91 Phil. 228, 235 (1952); Arcenas vs. Cinco, 74 SCRA 118, 123 (1976).

[9] Magbanua vs. Uy, G.R. No. 161003, may 6, 2005. citing The Learning Child, Inc. v. Lazaro, 340 SCRA 72, 75, September 7, 2000; Calla v. Maglalang, 382 Phil. 138, 143, February 9, 2000; Salazar v. Jarabe, 91 Phil. 596, 601, July 11, 1952. Golden Donuts, Inc. v. National Labor Relations Commission, 379 Phil. 303, 314, January 19, 2000. Regal Films, Inc. v. Concepcion, 414 Phil. 807, 813, August 9, 2001; Anacleto v. Van Twest, 393 Phil. 616, 624, August 29, 2000; Del Rosario v. Madayag, 317 Phil. 883, 887, August 28, 1995.

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