

**CROMWEL DENILA, ISIDORO GUBATANGA AND FREDDIE INAYAN,
PETITIONERS VS. HON. JOSUE BELLOSILLO, JUDGE OF THE COURT
OF AGRARIAN RELATIONS OF ILOILO; BENJAMIN CARREON,
DEPUTY PROVINC...**

G.R. No. L-39569. May 16, 1975

Ponente: AQUINO, J.

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AQUINO, J.:

This case involves the jurisdiction of the Court of Agrarian Relations to enforce a compromise whereby the three occupants of a riceland became civil lessees for two agricultural years. The lessees contend that they can be ejected from the said land only in an unlawful detainer action instituted in the proper municipal court.

On the other hand, the landowner contends that a new action is not necessary because the lower court, being vested with jurisdiction to render the decision based on a compromise agreement, has the power and authority to enforce it in the same case. The facts are as follows:

On June 17, 1971 Cromwel Denila, Isidoro Gubatanga and Freddie Inayan filed in the Court of Agrarian Relations of Iloilo a complaint against the Beaterio del Santisimo Rosario de Molo, a corporation hereinafter referred to as the Beaterio, for the purpose of preventing the Beaterio from ejecting them from its thirteen-hectare riceland located at Zarraga, Iloilo. They claimed to be the tenants in that land since the second half of the agricultural year 1969-70 by virtue of written contracts of tenancy executed between them and Fernando Inayan, the alleged prior possessor of the land (CAR Case No. 2545).

The Beaterio averred in its answer that the land in question was part of several parcels of land which were leased to Fernando Inayan, the father of Freddie Inayan, for a five-year period ending on March 31, 1971. It branded Denila, Gubatanga and Freddie, Inayan as mere dummies of Fernando Inayan who desired to continue his possession of the land after the termination of his lease. A portion of the land is occupied by the Sacred Heart Academy which is operated by the Beaterio.

The parties, assisted by their lawyers, entered into a compromise agreement dated March 24, 1972 which the lower court approved in its decision dated April 24, 1972.

Among the stipulations of the amicable settlement is that the Beaterio, without in anyway admitting that plaintiffs Denila, Gubatanga and Inayan are bona fide tenants or agricultural lessees, has agreed "to cede by way of civil lease (not lease tenancy nor agricultural lease)" to them certain sublots of the said land for two agricultural years, 1972-73 and 1973-74, or up to March 31, 1974. The rentals to be paid by the lessees are specified in the agreement. The issuance of a writ of execution in case of nonpayment of rentals is covered by the following stipulation:

"g. — That in case of failure on the part of any of the plaintiffs as civil lessees to pay in full the total annual palay rentals when due as above stipulated, corresponding to his own respective landholding, the civil lessor

Beaterio shall have the right to terminate the civil lease granted to the defaulting civil lessee or lessees, and thereupon the said lessor shall also have the right to ask from this Hon. Court for immediate execution of the present Amicable Settlement in order to obtain possession of the subplot or sublots correspondingly held in civil lease by the defaulting lessee or lessees, aside from obtaining the payment of all the rentals due and payable. A writ of execution may also be granted to the defendant Beaterio in case the plaintiffs or any one of them should fail to pay the rentals for the past crop-year 1971--72 as provided in conditions (a), (b) and (c).

It was also stipulated that unless the lease is terminated sooner, the lessees should deliver the possession of the said landholdings to the Beaterio not later than March 31, 1974.

In a motion for execution dated December 21, 1972 the Beaterio alleged that the three lessees (now the petitioners) failed to pay the rentals for the crop-year 1971-72 in the aggregate sum of P3,481.84 which were due on April 24, 1972, the date the amicable settlement was approved by the lower court. The Beaterio further alleged that Inayan and Denila did not settle in full their rental obligations for the crop-year 1972-73. It prayed for an order of execution so that it could obtain possession of the lessees' landholdings as well as payment of the overdue rentals.

The Agrarian Court granted the motion for execution in its order of January 16, 1973. The Clerk of Court issued the writ of execution on February 15, 1973. On July 16, 1974, after due notice to the lessees and over their opposition, an alias writ of execution was issued. By virtue of that writ, the Provincial Sheriff placed the Beaterio in possession of the said landholdings on July 20, 1974. The lessees' motion for clarification and reconsideration of the order of execution was denied by the lower court in its order of July 30, 1974.

These special civil actions of certiorari and prohibition were filed only on November 4, 1974 by Denila, Gubatanga and Inayan. Their contention is that the Agrarian Court lost jurisdiction over their landholdings because they possessed the same as civil lessees and not as agricultural tenants. They asked that the writ of execution be set aside.

We are of the opinion that petitioners' contention is untenable. There is no question that the Agrarian Court has jurisdiction over the case initiated by Denila, Gubatanga and Inayan which was a controversy arising from agrarian relations (Sec. 154, Code of Agrarian Reforms). The case was not terminated by the decision approving the amicable settlement. The parties contemplated in the compromise agreement, which was embodied in the court's decision, that a writ of execution would be issued in the event that the lessees did not pay the stipulated rentals. It was assumed that the writ of execution would be issued by the Agrarian Court.

It is axiomatic that once a court has acquired jurisdiction over a case it continues to retain that jurisdiction until the case is finally terminated (*Tuvera vs. De Guzman*, L-20547, April 30, 1965, 13 SCRA 729, 732). "The jurisdiction of the court having once completely attached, that jurisdiction continues until the complete remedy is granted" (*C. Viuda de Pamintuan vs. Tiglao*, 53 Phil. 1, 4). It is not right for a party who had invoked the court's jurisdiction in order to secure a particular relief to deny afterwards that same jurisdiction so as to avoid a writ of execution (See *Tijam vs. Sibonghanoy*, L-21450, April 15, 1968, 23 SCRA 29; *Ong Ching vs. Ramolete*, L-35356, May 18, 1973, 51 SCRA 13; *People vs. Munar*, L-37642, October 22, 1973, 53 SCRA 278).

A compromise is a contract. It is an admission by the parties that it is a just determination of their rights. It "has upon the parties the effect and authority of *res judicata*." After its approval by the court and its conversion into a judgment, it is enforceable by writ of execution (Art. 2037, Civil Code; *Osmena vs. Court of Agrarian Relations*, L-21156-7, July 30, 1966, 17 SCRA 828; *Serrano vs. Miave*, L-14678, March 31, 1965, 13 SCRA 461; *Tria vs. Lirag*, 111 Phil. 850, 853. Compare with *Uy Tina vs. Avila*, L-20900, May 16, 1967, 20 SCRA 37).

In the *Osmena* case, *supra*, which is similar to the instant case, it was stipulated in the compromise agreement

between the landlord and the tenant (which was approved by the Agrarian Court) that the rentals were payable "on or before the harvest" of each crop-year and that upon failure of the tenant to pay fully any of the installments agreed upon, the landowner would be immediately entitled to ask for the execution of the judgment rendered by the court pursuant to the amicable settlement.

By reason of that stipulation, it was held that the landowner, in case of nonpayment, could ask for execution as to the 1961-62 rentals without awaiting the end of the crop-years 1962-63 and 1963-64. And since the nonpayment of the balance of the rentals for the 1961-62 crop-year was not controverted, the execution to enforce payment was in order.

It results that the Agrarian Court in this case had jurisdiction to issue the original and alias writs of execution.

WHEREFORE, the petition is dismissed with costs against the petitioners. So ordered.

Fernando (Chairman), Barredo, Antonio, and Concepcion Jr., JJ., concur.

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