

**MARCELINA G. TRINIDAD, MERENCIANA TRINIDAD-WELLS,
VIRGINIA TRINIDAD-ADRIANO, MANOLITA TRINIDAD-VIRAY,
HERNANDO C. TRINIDAD, FRANCISCO C. TRINIDAD, LORETO
TRINIDAD-ESTALILIA, NEL...**

G.R. No. 113918. June 06, 2001

Ponente: VITUG, J.

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VITUG, J.:

The instant petition was re-raffled to the herein ponente pursuant to A.M. No. 00-9-03-SC (Re: Creation of Special Committee on Case Backlog).

On 19 May 1988, petitioners, heirs of Vicente Trinidad, executed a "Deed of Extra-Judicial Partition with Special Power of Attorney to Sell" in favor of Marcelina Trinidad, one of the heirs and among herein petitioners, authorizing her to act for and in their behalf with respect to the sale of the real property covered by the estate. The document provided, among other things, thusly:

"To sell the above-described parties (sic), wholly or individually, to any interested party under terms and conditions and for such price which she may deem beneficial and in the best interest of all the parties hereto;

"To sign, execute and deliver any and all papers and documents, engage the services of counsel and other professionals in aid of and in the proper exercise of the aforestated special power to sell;

"HEREBY GIVING AND GRANTING unto our said attorney full power and authority to do and perform any and all acts as are necessary or requisite in pursuance of the said special powers and hereby ratifying and confirming all that our said attorney shall do or cause to be done in or about the premises."[1]

In May 1988, Marcelina Trinidad, pursuant to her appointment, agreed, under a contract to sell, dated 19 May 1988, to convey to private respondents spouses Claro and Candida Mendoza three parcels of land located in Talisay, Batangas, with an area of 148,586 square meters, more or less, for and in consideration of P1,200,000.00.

On 30 November 1990, Marcelina Trinidad, in her behalf and as attorney-in-fact of all the other heirs, executed a Special Power of Attorney in favor of Nenita Trinidad, to be the representative "in the case 'Contract to Sell' between Trinidad and Mendoza." Pertinent portions of the Special Power of Attorney read:

"I, MARCELINA C. TRINIDAD, Filipino, of legal age, with the consent of my co-heirs of the late Vicente Trinidad, all of legal age, Filipinos and with postal address at Talisay, Batangas, has named, constituted and appointed -

"MRS. NENITA B. TRINIDAD, of legal age, Filipino, married and with postal address at 2791 Lamayan Street, Sta. Ana, Manila -

"as my true and lawful attorney-in-fact effective this date, in my name, place and stead -

"TO REPRESENT ME IN THE CASE `CONTRACT TO SELL BETWEEN TRINIDAD AND MENDOZA.'

"HEREBY GIVING AND GRANTING unto my said Attorney-In-Fact powers and authority to do and perform all and every act and things whatsoever requisite and necessary or proper to be done in and about the case, as fully to all intents and purposes as I, the principal might or could do if personally present and acting in person and not intending by anything therein contained as limiting or cutting down full power, ratifying and confirming all that said attorney-in-fact or her substitute, jointly or anyone of them separately has/have done, shall lawfully do or cause to be done under and by virtue of these presents."[2]

On 20 February 1991, private respondents filed a complaint for specific performance with damages against petitioners, docketed Civil Case No. T-700, before the Regional Trial Court, Branch VI, of Tanauan, Batangas. In the complaint, private respondents averred that petitioners had failed to comply with their obligation to file a petition for confirmation of their titles and to thereafter execute a final deed of absolute sale upon payment of the balance of the contract price.

In turn, on 04 July 1991, petitioners, through their attorney-in-fact Nenita Trinidad, instituted an action, docketed Civil Case No. T-724, for rescission of the contract to sell and for recovery of possession with damages against private respondents. Petitioners asserted that private respondents had failed to comply with certain obligations under the contract to sell, and that private respondents had made improvements on the lots without the necessary government permits, thereby rendering petitioners likely liable for damages.

On 11 November 1992, private respondents spouses Mendoza, assisted by counsel, and Nenita Trinidad for and in behalf of the heirs of Vicente Trinidad per the Special Power of Attorney, likewise assisted by her counsel, entered into a compromise agreement. The parties submitted to the trial court the compromise agreement containing, among other stipulations, the following provisions; to wit:

"4. That by way of buying peace and putting an end to a long and cumbersome litigation, the herein parties, plaintiffs Claro and Candida Mendoza, and the defendants, duly represented by their Attorney-in-Fact, Nenita Trinidad, have agreed as they hereby agree to settle the instant case by adjudicating unto themselves the subject properties under the following terms and conditions:

"a. That the Plaintiffs shall be entitled to 41.5% of the total area of the above-mentioned properties; and/or the cost of the said properties in the event the same are sold;

"b. That the Defendants shall be entitled to 58.5% of the subject properties and/or the corresponding cost thereof in the event of sale;

"c. That in the event the parties should decide to formally partition the said properties in accordance with the above-mentioned sharing there shall be a proper drawing of lots to determine the respective shares;

"5. That the herein parties on the basis of the foregoing have agreed to waive any or all their respective claims against each other in the instant case and in Civil Case No. T-724, entitled 'Heirs of Vicente Trinidad, Rep. by Nenita Trinidad, Attorney-in-Fact, vs. Claro Mendoza' and other claims involving the subject properties."[3]

In a decision, dated 12 November 1992, the trial court approved the compromise agreement submitted by the parties and enjoined each of them to faithfully abide by its terms and conditions.

On 19 August 1993, the trial court issued an order directing that a survey be conducted on the subject property segregating an area corresponding to 41.5% thereof which shall forthwith be registered in the names of the spouses Claro and Candida Mendoza at the Assessor's Office of Talisay, Batangas.

On 20 September 1993, herein petitioners, feeling aggrieved by the aforementioned decision and order of the trial court, filed a petition, docketed CA-G.R. SP No. 32114, for annulment of judgment before the Court of Appeals.

Petitioners contended that Nenita Trinidad was not duly authorized to enter into the compromise agreement

insisting that her only authority was to represent them with respect to the contract to sell but not in any court case that might subsequently be filed in connection therewith. Moreover, petitioners claimed, Nenita Trinidad had never disclosed to them the terms and conditions of the compromise agreement that effectively adjudicated 41.5% of the property to private respondents.

Private respondents, upon the other hand, argued that petitioners were fully aware of every development in the court cases; that petitioners were, in fact, present during the meetings particularly the one held at the Intercontinental Hotel in Makati, Metro Manila, which eventually led to the execution of the compromise agreement.

In a decision, dated 15 December 1993, the Court of Appeals through then Associate Justice Vicente Mendoza (now an Associate Justice of the Supreme Court) dismissed the petition for annulment of judgment.

Petitioners filed a motion for reconsideration of the decision of the Court of Appeals. On 08 February 1994, the appellate court denied the motion.

Hence, the instant petition before this Court predicated on the following grounds: That

"1. The respondent Court of Appeals gravely erred in its erroneous interpretation of the Special Power of Attorney granted by Marcelina Trinidad as principal in favor of Nenita Trinidad as attorney-in-fact and in not holding that the only authority of the attorney-in-fact Nenita Trinidad is to represent the petitioners in connection with the contract to sell and not to compromise the case.

"2. The respondent Court of Appeals seriously erred in not holding that the act of the attorney-in-fact in compromising the case against respondent spouses Mendoza absolutely without any authority from the principal constitutes an ultra vires act and resulted in the deprivation by the petitioners of almost one-half of their inherited properties without due process of law.

"3. The respondent Court of Appeals gravely erred that the failure of the attorney-in-fact in not disclosing the compromise agreement or the details thereof either to the principal or to the herein petitioners constitutes extrinsic fraud, justifying the petition for annulment of judgment filed in the instant case.

"4. The respondent court a quo seriously erred in immediately approving the unenforceable compromise agreement entered into by the attorney-in-fact with the Mendoza spouses who is absolutely without authority to do so, and sustained by the respondent Court of Appeals, is void." [4]

The matter then being assailed by herein petitioners revolves on the authority of their agent, Nenita Trinidad, to enter into a compromise agreement with respect to the then pending litigations. It is petitioners' contention that the special power of attorney executed in favor of Nenita Trinidad was confined only to the latter's authority to represent the heirs of Vicente Trinidad in the contract to sell the subject real property but not to represent the heirs in the civil cases arising from said contract.

The Court is not persuaded.

The special power of attorney issued in favor of Nenita was to represent the heirs "in the case 'Contract to Sell' between Vicente Trinidad and spouses Mendoza." This special power of attorney, it may be noted, was issued in favor of Nenita Trinidad on 30 November 1990 or long after the contract to sell (done in May 1988) was already executed. Nevertheless, as so found by the Court of Appeals, when the special power of attorney was issued in favor of Nenita Trinidad, the parties to the contract to sell were then having some misunderstandings and that barely a few months thereafter, or on 20 February 1991, private respondents indeed brought suit for specific performance against petitioners. A reading of the special power of attorney, as well as the concurrent turn of events, would precisely point to the fact that the special power of attorney was intended to have Nenita Trinidad

help resolve the differences of the parties in the contract to sell.

The factual findings of the Court of Appeals hardly could be disputable. The appellate court said:

"Nor are we convinced that petitioners were unaware of the meetings which led to the execution of the compromise agreement. It appears that petitioner Marcelina Trinidad in fact initiated a conciliation meeting at the barangay in Civil Case No. T-700 and that as no settlement was reached, petitioners, through Nenita Trinidad, filed a complaint for rescission of contract with the RTC. Apparently that counter suit was initiated by Nenita Trinidad to gain leverage for subsequent efforts to settle the first case out of court. It cannot, therefore, be pretended that Nenita Trinidad colluded with private respondents to justify the present action. According to private respondents, some of the meetings for the settlement of the case were attended to by some of the petitioners and this claim has not been denied by petitioners. It is hard to believe therefore that they did not know of the decision until it was being executed in August, 1993." [5]

The appellate court added that the petition to annul the judgment of the trial court was filed only on 20 September 1993 or more than six months after the judgment had become final and executory on 20 November 1992. Correspondingly, the action to annul the compromise judgment should even be deemed barred under Rule 38, Section 3, of the Rules of Court providing that the judgment could only be set aside if the action were brought within 60 days after petitioners' knowledge of the judgment but in no case later than six months after its entry.

WHEREFORE, the petition for review is DENIED, and the assailed decision of the Court of Appeals is AFFIRMED. No costs.

SO ORDERED.

Melo, (Chairman), Panganiban, Gonzaga-Reyes, and Sandoval-Gutierrez, JJ., concur.

[1] Rollo, pp. 49-50.

[2] Rollo, p. 57.

[3] Rollo, pp. 72-73.

[4] Rollo, p. 30.

[5] Rollo, p. 103.

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