COL. RODOLFO MUNZON, IN HIS CAPACITY AS CHIEF SECURITY DEPARTMENT NINOY AQUINO INTERNATIONAL AIRPORT; NESTOR JIMENEZ, AS AIRPORT POLICEMAN, AND JOSE NERI ROA, PETITIONERS, VS. I...

G.R. No. 132991. October 04, 1999

Ponente: BUENA, J.

Read online (full-text search, related cases, audio case brief): https://batas.org/library/g-r-no-132991/

BUENA, J.:

This is a petition for review on certiorari under Rule 45, seeking to set aside the Decision dated October 29, 1997[1] and the Resolution dated March 2, 1998[2] of the Third Division of the Court of Appeals in C.A. - G.R. SP No. 40665 which dismissed the petition and affirmed the Decision of the Regional Trial Court, National Capital Judicial Region, Branch 110, Pasay City, the dispositive portion of which reads:

> "IN VIEW OF THE FOREGOING, the decision appealed from is hereby set aside and a new judgment entered declaring as illegal the intrusion into the plaintiff's premises and restoring plaintiff to the possession thereof.
>
> SO ORDERED.
>
> November 13, 1995."[3]

In turn, the decision referred to is the Metropolitan Trial Court's dismissal of plaintiff's complaint for Forcible Entry – the respondent in this case.

On July 9, 1999, while the above-entitled case was pending resolution before this Court, the petitioners and the respondent filed on July 9, 1999 a Joint Motion for Judgment based on Compromise attaching thereto a Compromise Agreement, which reads:

> "COMPROMISE AGREEMENT
>
> This Compromise Agreement, made and entered into this 08th day of July 1999 in Pasig City, Metro Manila, by and between –
>
> INSURANCE SAVINGS AND INVESTMENT AGENCY, INC. ("ISIA, INC.", for brevity), a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal offices located at No. 23 Baghdad Street, BF Homes, Parañaque City, Metro Manila, represented herein by its Chairman/President, Roselyn P. Sarcia;
>
> - and -
>
> JOSE MARI C. ROA, of legal age, Filipino, and with address at c/o Air Ads, Incorporated, Andrews Avenue, Domestic Airport, Pasay City, Metro Manila ("Roa", for brevity).
>
> WITNESSETH:
>
> WHEREAS, ISIA, Inc. filed a complaint for forcible entry against Roa and other persons with the

Metropolitan Trial Court of Pasay City, docketed as Civil Case No. 271-92;

WHEREAS, the Metropolitan Trial Court of Pasay City (Branch 48) dismissed the aforementioned complaint;

WHEREAS, ISIA, Inc. appealed the dismissal of the case to the Regional Trial Court of Pasay City, docketed as Civil Case No. 94-0759;

WHEREAS, the Regional Trial Court of Pasay City (Branch 110) reversed and set aside the decision of the Metropolitan Trial Court of Pasay City;

WHEREAS, Roa and the other defendants appealed the decision of the Regional Trial Court of Pasay City to the Court of Appeals, docketed as C.A. G.R. CV No. 40665;

WHEREAS, the Court of Appeals (Third Division) affirmed the decision of the Regional Trial Court of Pasay City;

WHEREAS, Roa and the other defendants filed a Petition for Review on Certiorari with the Supreme Court, docketed as G.R. No. 132991;

WHEREAS, the aforementioned Petition is now submitted for resolution by the Second Division of the Honorable Supreme Court;

WHEREAS, the parties hereto desire to amicably settle their controversy and immediately put an end to any and all existing litigation;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereby agree as follows:

1. Without admitting any liability, Roa shall pay ISIA, Inc., upon execution of this Agreement, the sum of TWO HUNDRED THOUSAND PESOS (200,000.00) as full and final settlement of all claims of ISIA, Inc. in the forcible entry case which gave rise to the pending petition.

2. In consideration of the aforementioned payment, ISIA, Inc. shall waive and abandon whatever legal rights or causes of action it may have against Roa and the other defendants arising from the acts complained of, and hereby undertakes to respect Roa’s peaceful possession and enjoyment of the subject premises through Air Ads, Inc.

3. Upon execution of this Agreement, the parties shall file with the Supreme Court a joint motion for approval of the Compromise Agreement. In the event, however, that judgment is rendered by the Supreme Court before the filing of their joint motion, the parties agree that they shall honor and perform their respective commitments and undertakings under their Compromise Agreement, regardless of the Court’s adjudication on the merits of the case.

4. ISIA, Inc. represents and warrants that it has secured all the necessary approvals and/or clearances required under its corporate charter and by-laws, and that it has been properly and duly authorized, to enter into this Compromise Agreement, as shown, among others, by the attached copy of the covering Board Resolution.

IN WITNESS WHEREOF, the parties hereunto affix their signatures on the date and in the place first above written.

(SGD) JOSE MARI C. ROA
INSURANCE SAVINGS AND
INVESTMENT AGENCY, INC.

By:

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(SGD) ROSELYN P. SARCIA
Chairman/President”[4]

Finding the above-quoted Compromise Agreement to be in order and not contrary to law, public morals or public policy, the same is approved and judgment is hereby rendered in accordance therewith.

The parties are enjoined to comply strictly and in good faith as well as with sincerity and honesty of purpose the terms, conditions and stipulations therein contained.

WHEREFORE, in view of the foregoing, the issues in the above-mentioned case having become academic, the same is hereby DISMISSED with prejudice.

SO ORDERED.

Mendoza, and Quisumbing, JJ., concur.

Bellosillo, (Chairman), J., on official business.

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[1] Court of Appeals Decision, p.26, ROLLO

[2] Court of Appeals Resolution, p. 34, ROLLO

[3] Annex “F”/ RTC Decision, p. 69, ROLLO

[4] Annex “A,” pp. 285-286, ROLLO

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