

**FELICIDAD CALLA, FELICIDAD JAVINES, ROSARIO FERNANDO,
BENNY CAÑAVERAL, GLORIA JAVINEZ, CARMEN GUERRERO,
CARMENCITA BAMBA, BENJAMIN JAVINEZ, TERESITA CASTILLO,
DIONISIO BUENO, AN...**

G.R. No. 140276. February 09, 2000

Ponente: DE LEON, JR., J.

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DE LEON, JR., J.:

On November 8, 1999, petitioners filed a Petition for review on Certiorari under Rule 45 of the Revised Rules of Court assailing the decision[1] of the Court of Appeals[2] dated July 26, 1999, which affirmed the decisions of the Regional Trial Court[3] and the Metropolitan Trial Court[4] ejecting petitioners from respondent's property.

The instant petition contains the following factual antecedents:

"The subject matters of the legal squabble are the residential units located at No. 102 Katipunan Street, Second Avenue, Caloocan City, which have been occupied and still being occupied by the petitioners for the past thirty (30) years or more. Through the years, petitioners' occupancy and possession of their respective residential units were continuous, public, uninterrupted and in the concept of an owners pursuant to the agreement, albeit verbal, they had with Felipe Maglalang that their monthly payments shall be treated and considered as installment payments for the purchase of said units. In fact, the relinquishment of its possession to the herein petitioners by Felipe Maglalang was unconditional and with full intention to convey its ownership upon full payment of the purchase price.

"When Felipe Maglalang died in 1982, herein petitioners continued to pay their monthly installments to the herein respondent, being one of the successors-in-interest of the late Felipe Maglalang.

"The heirs of the late Felipe Maglalang who knew of such agreement never question (sic) nor contest (sic) the same and instead, vowed to respect the same. Thus, on the basis of such commitment, herein petitioners introduced major improvements on the subject premises amounting to several thousands of pesos. Due to their long period of occupancy, almost every part of their unit have (sic) been replaced not to mention the additional improvements now found therein.

"What used to be a peaceful possession for more or less three (3) decades was unnecessarily disturbed when prior to December 1990 a certain Dina Arizala (the same alleged representative of the respondent) informed the herein petitioners that as vendee of the subject premises pursuant to the Deed of Sale dated December 27, 1990, they were advised (sic) to vacate the premises on the puerile, nay, self-defeating justification of repairs apart from the absurd request for petitioners to pay arrearages to her since October 1990 or three (3) months before the alleged sale was executed. When petitioners refused to heed the call of Dina Arizala, a suit for ejectment was instituted against the same petitioners before the Metropolitan Trial Court of Caloocan City entitled 'Dina Arizala and her husband versus Benny Cañaveral, et al.' and docketed as Civil Cases Nos. 199985 to 199996. After due notice and hearing, the same Metropolitan Trial Court of Caloocan City, Branch 52, rendered a decision dated September 30, 1991 in favor of Arizala and adverse to herein petitioners. On

appeal, the Regional Trial Court of Caloocan City, Branch 120, rendered a decision dated January 7, 1992 which reversed and set aside the appealed decision. xxx xxx xxx

"Said decision by the Regional Trial Court thereafter became final.

x x x x x x x x

"Sometime in September 1995, herein respondent upon the instigation of Dina Arizala filed a 'Sumbong' before the Office of the Barangay Chairman of Barangay 38, Zone 4, Caloocan City. During the conciliation proceedings, respondent admitted having sold the subject premises to one Dina Arizala who assumes (sic) all the rights and interest over the subject residential units. For failure of the parties to come up with an amicable settlement, a Certification To File Action was allegedly issued.

"On November 28, 1995, eleven (11) complaints for ejectment were filed allegedly by the respondent represented by Dina Arizala against each of the herein petitioners before the Metropolitan Trial Court of Caloocan City and thereafter raffled to Branch 51 thereof. Except for the names, amount of rentals and arrearages, said eleven (11) complaints are practically the same in its material allegations. These complaints were docketed as Civil Cases Nos. 22429 to 22439 entitled 'Arturo Maglalang represented by his Attorney-in-fact, Dina Arizala vs. Felicidad Calla, et al.' x x x x x x x x

"Each of the petitioners filed their respective Answer with Counterclaim, which are of identical defenses and counterclaims. x x x x x x x x

"In the preliminary conferences that ensued, respondent failed to appear, although Dina Arizala who professed to be the respondent's attorney-in-fact, appeared.

x x x x x x x x

"Not convinced with the verdict, herein petitioners on September 19, 1996 filed a notice of appeal after payment of the required fees. To stay execution, a supersedeas bond was posted and the petitioners religiously made a periodic deposits with the court of the alleged rental fees. xxx xxx xxx The appealed cases were docketed anew as Civil Cases Nos. C-17637 to C-17647 before the Regional Trial Court of Caloocan City, branch 124.

x x x x x x x x

"Pursuant to Rule 42 of the Rules, herein petitioners filed on December 9, 1998 a Petition for Review before the Honorable Court of Appeals and docketed as CA-G.R. SP No. 49710. x x x x x x x x

"When the said petition was denied due course as per the decision of the Honorable Court of appeals dated July 26, 1999, herein petitioners filed on August 18, 1999 a Motion for reconsideration dated August 17, 1999. x x x x x x x x Said motion was however denied in its Resolution dated October 1, 1999.

"Hence, this Petition for Review on Certiorari."

On November 29, 1999, this Court required respondent to file his comment.

On the same date, November 29, 1999, the parties, assisted by their respective counsels, submitted to this Court for its approval their Compromise Agreement dated November 26, 1999, which reads:

"COMPROMISE AGREEMENT

"COME NOW PARTIES, through their respective counsels, and to this Honorable Supreme Court, most respectfully submit their compromise agreement.

"That for the amicable settlement of the above entitled case, the PARTIES have finally come to an agreement and hereby agree on the following:

"In compliance with the oral agreement made between the herein petitioners and the respondent's deceased father during his lifetime, the latter agrees to relinquish and forever waives all his rights and interests including that of his siblings over the residential houses/units located at 102 Katipunan Street, Grace Park, Caloocan City and presently occupied by the petitioners. Calrky

"All their payments made in the past for more than twenty five (25) years shall be considered as installment payments and in full satisfaction of the purchase price thereof;

"Respondent expressly waives and forever forfeits all of his rights granted pursuant to the Joint Decision dated August 23, 1996 issued by the Metropolitan Trial Court of Caloocan City, Branch 51 in Civil Case Nos. 22429 to 22439, Consolidated Decision dated October 16, 1998 rendered by the Regional Trial Court of Caloocan City, Branch 124 in Civil Cases Nos. C-17637 to C-17647 and in the Decision promulgated on July 26, 1999 by the Court of Appeals in CA-G.R. SP No. 49710;

"Respondent undertakes not to disturb or interfere with the petitioners' actual occupation/possession of the subject residential houses/units.

"That PARTIES forever waive all their causes of action against each other and consider the judgment/Resolution/Order to be issued on this Compromise Agreement as final and executory.

"PRAYER

"WHEREFORE, premises considered, it is most respectfully prayed by both PARTIES that the foregoing Compromise Agreement be APPROVED.

"Caloocan City for Manila.

"November 26, 1999.

(SGD.)

(SGD.)

"FELICIDAD CALLA

ARTURO MAGLALANG

Petitioner

Respondent

Witness by:

(SGD.)

(SGD.)

"FELICIDAD JAVINES

GLORIA MAGLALANG

Petitioner

Wife

(SGD.)

(SGD.)

"ROSARIO FERNANDO

BENNY CAÑAVERAL

Petitioner

Petitioner

(SGD.)

(SGD.)

"GLORIA JAVINES

CARMEN GUERRERO

Petitioner

PetitionerSlx

(SGD.)

(SGD.)

"CARMENCITA BAMBA

BENJAMIN JAVINES

Petitioner

Petitioner"

We find the foregoing Compromise Agreement to be legally acceptable, nothing therein being contrary to law, morals, good customs and public policy, and the same having been freely and intelligently executed by and between petitioners and respondent, judicial approval thereof is in order.

WHEREFORE, judgment is rendered in accordance with the Compromise Agreement dated November 26, 1999, and in the parties are enjoined to abide by its terms and conditions.

SO ORDERED.

Bellosillo, (Chairman), Mendoza, Quisumbing, and Buena, JJ., concur.

[1] In CA-G.R. SP No. 49710 penned by Associate Justice Romeo J. Callejo, Sr., Rollo, pp. 41-51.

[2] Sixth Division composed of Associate Justices Quirino D. Abad Santos, Romeo J. Callejo, Sr. and Mariano M. Umali.

[3] Branch 124, Caloocan City.

[4] Branch 51, Caloocan City.

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