HEIRS OF PEDRO CUETO REPRESENTED BY ASUNCION CUETO, PETITIONER, VS. HON. COURT OF APPEALS (SPECIAL FORMER FIRST DIVISION) AND CONSOLACION COMPUESTO, RESPONDENTS.

G.R. No. 141182. October 09, 2001

Ponente: BUENA, J.

Read online (full-text search, related cases, audio case brief): https://batas.org/library/g-r-no-141182/

BUENA, J.:

This is an appeal by Certiorari under Rule 45, seeking to set aside the Decision of the Court of Appeals dated April 30, 1999[1] in CA G.R. SP No. 45708 entitled, "Heirs of Pedro Cueto vs. Consolacion Compuesto," which denied the Petition for Review and affirmed the Decision of the Department of Agrarian Reform Adjudication Board, the dispositive portion of which reads:

> "WHEREFORE, in the light of the foregoing, judgment is hereby rendered declaring petitioner (herein respondent) as the bonafide tenant of landowner Pedro Cueto on the subject land holding, ordering the substituted respondents:
>
> "1. To return the physical possession and cultivation of the subject property to herein petitioner.
>
> "2. To respect and desist from further disturbing petitioner in her possession/cultivation of the subject land.
>
> "All claims and counterclaim are hereby dismissed for lack of legal basis.
>
> "No pronouncement as to cost.
>
> "SO ORDERED."[2]

On March 20, 2001, after an exchange of pleadings and while the above-entitled case was pending resolution before the Second Division of this Court, the Petitioners and the Private Respondent, by their respective counsels, entered into a compromise agreement.[3] On even date, the parties filed a Joint Motion for Leave to File Joint Motion to Admit Compromise.[4] This Court granted the said motion for leave on July 2, 2001.[5] Thereafter, on August 30, 2001, Petitioners and Private Respondent filed a Joint Manifestation with Motion[6] to approve the said compromise agreement, dated March 20, 2001, which reads:

> "The undersigned parties, assisted by their respective counsels, and the Heirs of the Spouses Zacarias and Coleta Buenaagua, represented by Diana B. Leus, have agreed to amicably settle the above-entitled case, under the following terms and conditions:
>
> "COMPROMISE AGREEMENT
>
> "1. That respondent Consolacion Compuesto and the Heirs of the Spouses Zacarias and Coleta Buenaagua will divide equally the involved landholding in this case consisting of more or less 1.20 hectares of riceland, situated at Sto. Niño, Sagnay, Camarines Sur, and bounded by a Creek and the lands of Francisco Buenaagua, Clemente Coronel, Paulino Villano, and Zacarias Buenaagua;
>
> "2. That the above-cited division shall be done by vertically dividing the above-described landholding from its

middle portion;

"3. That the divided half portion of the involved landholding bounded by a creek and the lands of Francisco Buenaagua and Clemente Coronel will be the portion that will go to respondent Consolacion Compuesto while the half portion of the involved landholding bounded by the lands of Paulino Villano and Zacarias Buenaagua will be the portion that will go collectively to the heirs of Spouses Zacarias and Coleta Buenaagua;

"4. That respondent Consolacion Compuesto and the Heirs of the Spouses Zacarias and Coleta Buenaagua will share equally in the expenses to be incurred in the segregation or division of their above-described respective half portions;

"5. That respondent Consolacion and the Heirs of the Spouses Zacarias and Coleta Buenaagua will each pay the heirs of Pedro Cueto the amount of Twenty Five thousand (P25,000.00) Pesos or a total amount of Fifty Thousand (P50,000.00) Pesos, in addition to what they had already paid as the landowners' share or rentals in the involved landholding, as the just compensation of said landholding;

"6. That the above-cited obligations of respondent Consolacion Compuesto and the heirs of the Spouses Zacarias and Coleta Buenaagua will be discharged by each of them by paying or giving said heirs of Pedro Cueto one-fourth (1/4) share of their net harvests in their respective above-described half portions in the involved landholding, to commence after their harvests in their respective portions in the involved landholding after the approval of this agreement by the Honorable Court, until they are fully paid; and

"7. That by virtue of this compromise agreement, the parties hereto have waived and renounced, as they hereby waive and renounced forever, any and all claims and counterclaims of whatever nature and kind against each other arising from and/or by reason of this present case.

"WHEREFORE, premises considered, the undersigned parties most respectfully prayed of this Honorable Court that the foregoing compromise agreement be approved and on the basis thereof, a decision be rendered in the above-entitled case, without pronouncement as to costs.

"Naga City, Philippines, March 20, 2001

"HEIRS OF PEDRO CUETO
By:
(sgd,) ASUNCION CUETO
Petitioners
Assisted by:

(sgd,) CELSO B. CUETO
Counsel for the Petitioners

(sgd,) CONSOLACION COMPUESTO
Private Respondent
Assisted by:
(sgd,) OSCAR B. VILLAMORA
Counsel for Private Respondent

HEIRS OF SPS. ZACARIAS and COLETA BUENAAGUA
By:
(sgd.) DIANA B. LEUS"

It is apparent that despite the pendency of this case, the parties have endeavored and managed to resolve the dispute among themselves. The only thing left for us to do is to put our judicial imprimatur on the compromise agreement in accordance with Article 2037 of the Civil Code.

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

Finding the Compromise Agreement to be in order and not contrary to law, morals, good customs and public policy, the same is hereby approved.

WHEREFORE, judgment is hereby rendered in accordance with the aforequoted Compromise Agreement dated March 20, 2001. 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.

SO ORDERED.

Bellosillo, (Chairman), Mendoza, Quisumbing, and De Leon, Jr., JJ., concur.

---

[1] Annex "A"/ CA Decision, pp. 27-35, Rollo.

[2] CA Decision, p. 28, Rollo.

[3] Compromise Agreement, pp. 91-92, Rollo.

[4] Motion, p. 85, Rollo.

[5] SC Resolution, p. 87, Rollo.

[6] Motion, p. 88, Rollo.

Study hands-free: podcast-style lessons with read-along highlighting - batas.org

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at https://batas.org

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.