

SPOUSES JESSE CACHOPERO AND BEMA CACHOPERO, PETITIONERS, VS. RACHEL CELESTIAL, RESPONDENT.

G.R. No. 146754. March 21, 2012

Ponente: LEONARDO-DE CASTRO, J.

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LEONARDO-DE CASTRO, J.:

This is a petition for review on certiorari[1] seeking to vacate and set aside the September 4, 2000 Decision² and January 19, 2001 Resolution[3] of the Court of Appeals in CA-G.R. SP No. 52655.

Petitioner Jesse Cachopero, married to co-petitioner Bema Cachopero (spouses Cachopero), is the younger brother of respondent Rachel Celestial (Celestial). Celestial owned an old residential house (old house) situated on Lot No. 2586-G-28 (LRC) Psd-105462 (hereinafter, "Celestial's lot") at Poblacion 8, Midsayap, Cotabato, Philippines.[4] A major portion of this house stood on the eastern part of the 344-square meter-lot (subject land) immediately adjoining Celestial's lot. The subject land was formerly part of the Salunayan Creek that became dry as a result of the construction of an irrigation canal by the National Irrigation Administration.[5]

On July 21, 1989, Celestial filed an Ejectment case, which was docketed as Civil Case No. 711, against the spouses Cachopero before the Municipal Trial Court (MTC) of Midsayap.

In her Complaint,[6] Celestial alleged that the spouses Cachopero had been living in her house for free and out of tolerance since 1973. Celestial claimed that when the condition of the old house had become uninhabitable, she decided to have it demolished. However, the spouses Cachopero refused to vacate the premises.

In the meantime, on August 10, 1989, Celestial and the spouses Cachopero entered into a Compromise Agreement,[7] the terms and conditions of which are quoted as follows:

That Spouses Jesse Cachopero and Bema Cachopero, defendants in this case, are going to vacate the premises in question and transfer the old house subject of this ejectment case [to] the back of Lot No. 2586-G-28 (LRC) Psd-105462, located at 8, Midsayap, Cotabato, within eight (8) months from today, but not later than April 30, 1990;

That in transferring the old house subject of this suit to the back of Lot No. 2586-G-28 (LRC) Psd-105462 of plaintiff, plaintiff shall shoulder all expenses in dismantling said house and in the reconstruction of said house, plaintiff binds herself to pay fifty (50%) percent of the costs of labor and expenses in transferring the said house;

That plaintiff is willing to give a two (2) meter wide exit alley on the eastern portion of Lot No. 2586-G-28 (LRC) Psd-105462 and on the southern portion of said lot as roadright-of-way up to the point of the NIA road on the west of Lot No. 2586-G-28 (LRC) Psd-105462;

That defendants hereby promise to remove all their improvements introduced fronting the residence of the plaintiff before August 31, 1989; and the plaintiff shall likewise remove all her existing improvements on the same area;

That the parties are waiving their respective claims for moral damages, as well as attorney's fees as appearing in the Complaint and Counter-Claim appearing in their Answer in order to totally have this case amicably settled.

WHEREFORE, premises considered, it is most respectfully prayed that Judgment be rendered by this Honorable Court base[d] on the terms and conditions of this Compromise Agreement.

Midsayap, Cotabato, August 10, 1989.

On August 10, 1989, the MTC rendered a judgment, approving the Compromise Agreement, to wit:

WHEREFORE, finding the Compromise Agreement to be in accordance with law and equity, the same is hereby approved and judgment is rendered pursuant to, and in accordance with the terms and conditions therein stipulated.[8]

On July 17, 1990, then Deputy Sheriff Benedicto F. Flauta issued the Sheriffs Return in the above Ejectment case, viz:

Respectfully returned to the Honorable Court, Municipal Trial Court, Midsayap, Cotabato the herein attached original copy of the writ of Execution issued in the above-entitled case with the information that:

- Defendants Jesse and Bema is (sic) found to be out of the real estate property of the plaintiff;
- The boundary of the defendants and the plaintiff is distinct; and
- The improvements introduced by the defendants fronting the residence of the plaintiff is already outside the lot of the plaintiff.

WHEREFORE, the undersigned had nothing to do except to return the said Writ of Execution for whatever the Honorable Court may deem necessary and appropriate for both parties.[9]

However, as the portion of the house beyond Celestial's lot was not demolished, Celestial filed a Motion for the Issuance of an Alias Writ of Execution, with a prayer to cite the Deputy Sheriff in Contempt for not executing the Writ of Execution issued on May 17, 1990.[10]

Since the MTC had not yet received the Sheriffs Return, it ordered the Deputy Provincial Sheriff to comment on the Motion and on August 16, 1990, the latter complied. The pertinent portions of said Comment are quoted as follows:

That on May 30, 1990, the undersigned met one of the defendants at the premises of the subject area and three days after, the same met the plaintiff in the same area; the same informations were obtained which are top confidential except that their boundary is distinct;

That the defendants are no longer within the metes and bounds of the plaintiffs property;

That Lot No. 25[8]6-[GJ-28 is the only base (sic) of this case and no other lots more; and,

That the defendants had complied [with] the Compromise Agreement which was the basis of the Court.

WHEREFORE, in view of the foregoing, the undersigned respectfully submit, that he has fully complied with the Writ of Execution issued by the Honorable Court in this case.[11]

Based on the above, the MTC denied the Motion for the Issuance of an Alias Writ of Execution on August 30, 1990. The MTC likewise denied Celestial's Motion for Reconsideration on November 20, 1990, and highlighted the fact that the agreement was for the spouses Cachopero to vacate Celestial's lot, which was the land subject of the Ejectment case. The MTC further said that it had no jurisdiction or power to decide a question not in

issue.[12]

Celestial filed a petition for mandamus before the Regional Trial Court (RTC), Branch 18, of Midsayap, Cotabato, praying that the MTC be ordered to issue an Alias Writ of Execution in the Ejectment case and that the Sheriff be directed to enforce such Alias Writ of Execution. Celestial furthermore prayed for the RTC to order the spouses Cachopero to pay her damages, attorney's fees, litigation expenses, and costs of suit. This was docketed as Special Civil Case No. 051.[13]

In response, MTC Judge Nestor Flauta said that the old house constructed on Celestial's lot had already been demolished. Whatever remained undemolished were owned by the spouses Cachopero, and were not put in issue in the Ejectment case. Thus, Judge Flauta averred, "to order the demolition of the undemolished improvements outside of the property of [Celestial] would be tantamount to lack of jurisdiction and/or grave abuse of discretion on the part of the [MTC]."[14]

On July 27, 1992, the RTC conducted an ocular inspection to determine whether or not the Compromise Agreement was executed in accordance with its terms.[15]

On March 20, 1997, the RTC issued an Order[16] dismissing the petition for mandamus for lack of merit. The RTC ratiocinated in this wise:

Mandamus does not lie where there was no right of petitioner which was excluded from exercising and there is no duty on the part of respondent Judge to perform (*Villa Rey Transit, Inc. vs. Bello*, 10 SCRA 238).

The law concedes to judges and courts the right to decide questions according to their judgment and their understanding of the law and if their decision in that regard is not correct or contrary to law, appeal, not Mandamus, is the remedy. (*Santiago Labor Union vs. Tabique*, 17 SCRA 286.)[17]

Acting on Celestial's Motion for Reconsideration, the RTC on September 1, 1997, rendered an Order granting such motion, and setting aside its earlier Order of March 20, 1997.[18]

Meanwhile Jesse Cachopero had already instituted a petition, docketed as Special Civil Case No. 070, for certiorari, prohibition, and mandamus with preliminary injunction and temporary restraining order, assailing the orders of the Department of Environment and Natural resources (DENR), which denied his Miscellaneous Sales Application (MSA) over a portion of the subject land. This petition and Jesse Cachopero's subsequent Motion for Reconsideration, were denied by the RTC for lack of merit and non-exhaustion of administrative remedies. Undaunted, Jesse Cachopero assailed the above orders in a petition for certiorari, prohibition, and mandamus, filed before the Court of Appeals. This was docketed as CA-G.R. No. 45927.[19]

On February 3, 1999, the RTC rendered a Resolution,[20] again dismissing Celestial's petition for mandamus, but on the ground that the issuance of an Alias Writ of Execution in Civil Case No. 711 depended on the outcome of Special Civil Case No. 070, which involved the subject land that Jesse Cachopero had applied for.[21] The RTC said that the foregoing "circumstance is a supervening cause necessitating refusal to issue an alias writ of execution."

Celestial brought this matter to the Court of Appeals and claimed that the RTC itself found that part of the old house, subject of the compromise agreement, was still standing or undemolished. Thus, she posited the following issues for the Court of Appeals' resolution:

1. Can the Honorable Regional Trial Court set a condition - other than that provided in the Judgment itself —for the implementation and execution of the said judgment in Civil Case No. 711?
2. Was it legal, lawful and proper and did the Honorable Regional Trial Court act without or in excess and/or

grave abuse of discretion when it ordered and directed the execution of the Judgment in Civil Case No. 711, subject to the outcome of Special Civil Case No. 070, which is never a condition in the said judgment sought to be executed in full? or

3. Did the Honorable Regional Trial Court, act without and in excess or abuse of discretion and against the law and jurisprudence, in dismissing the petition for Mandamus and making the issuance of a Writ of Execution subjected to the outcome of Special Civil Case No. 070, which is never a condition made in said Judgment sought to be executed?[23]

On September 4, 2000, the Court of Appeals came out with its Decision in favor of Celestial. The fallo reads:

IN VIEW WHEREOF, the resolution in Special Civil Case No. 051 dated February 3, 1999 is hereby set aside. As prayed for by petitioner, respondent Judge is hereby directed to issue an alias Writ of Execution in Ejectment Case No. 711 ordering the full and complete implementation of the judicially approved compromise judgment.[24]

In finding merit in Celestial's appeal, the Court of Appeals said that a compromise judgment is immediately executory and once judicially approved, has the force of res judicata between the parties, which should not be disturbed except for the vices of consent or perjury. More importantly, the Court of Appeals held:

What is involved in Ejectment Case No. 711 is only the material possession of the lot litigated therein. In Special Civil Case No. 070, what is involved is the issue of who between the parties therein has a better right to purchase the lot of the public domain the pendency of which may not abate the execution of the compromise judgment in Ejectment Case No. 711.[25]

Resolving the spouses Cachopero's Motion for Reconsideration, the Court of Appeals reiterated its position in its Resolution of January 19, 2001 and said:

Movants may not be allowed to renege from their express undertaking "to vacate the premises and transfer the old house at the back of lot 2586-[G]-28" and/or "to remove all of their improvements" from the premises in dispute embodied in the judicially approved compromise in Ejectment Case No. 111. Reiterated here, for emphasis, is the Court's previous holding that the pendency of Civil Case No. 070 (on appeal in the Supreme Court) which calls for the determination of who between the litigants possesses as superior right to purchase the land of the public domain will not bar the execution of the executory compromise judgment.[26]

The spouses Cachopero then elevated their case to this Court, praying that the Court of Appeals' Decision and Resolution be vacated and set aside, and to declare that the RTC was correct in dismissing the case for mandamus.

On May 30, 2002, Celestial filed a Motion for the Issuance of a Status Quo Order and/or a Writ of Preliminary Injunction,²⁷ alleging that while the case was pending in this Court, the spouses Cachopero had been making constructions and had been planting trees and plants on the subject land. Celestial claims that the spouses Cachopero's actions will cause her great and grave injustice.

In the meantime, CA-G.R. No. 45927, which was originally Special Civil Case No. 070, had already reached this Court upon Celestial's pleading, after the Court of Appeals granted Jesse Cachopero's petition, reversed and set aside the assailed orders of the RTC, and ordered the DENR to process Jesse Cachopero's MSA.²⁸ Celestial's petition, docketed as G.R. No. 142595, was denied for lack of merit by this Court on October 15, 2003.[29]

Issues

The following are the issues presented by the spouses Cachopero for this Court's resolution:

1. Will Mandamus lie to compel the Regional Trial Court to issue an alias Writ of Execution to execute a

compromise agreement which the Provincial Sheriff, the Municipal Trial Court, and the Regional Trial Court ruled to have been properly executed?

2. Will Mandamus lie to compel the Regional Trial Court to eject Petitioners from the land they occupy and applied for under MSA XII-6-1669 after demolition of the contested house by virtue of a compromise agreement in an ejectment case?[30]

Discussion

The spouses Cachopero are insisting that the Writ of Execution had been properly implemented as they had already vacated Celestial's lot, which according to them, was the subject matter of the Ejectment case against them. They argue that to eject them also from the subject land, which they applied for in the DENR, and which was put in issue in Special Civil Case No. 070, and then G.R. No. 142595 before this Court, would be going beyond what was agreed upon by the parties.

Celestial on the other hand, claims that G.R. No. 142595 has no bearing on this case. She asseverates that it was clear not only from the Sheriffs own return, but also from the ocular inspection conducted by the RTC, that the old house, which was the subject matter of the compromise agreement, was only partially demolished.

We affirm the Court of Appeals.

A petition for mandamus, under Rule 65 of the 1997 Rules of Civil Procedure, provides:

SEC. 3. Petition for mandamus. - When any tribunal, corporation, board, officer or person unlawfully neglects the performance of an act which the law specifically enjoins as a duty resulting from an office, trust, or station, or unlawfully excludes another from the use and enjoyment of a right or office to which such other is entitled, and there is no other plain, speedy and adequate remedy in the ordinary course of law, the person aggrieved thereby may file a verified petition in the proper court, alleging the facts with certainty and praying that judgment be rendered commanding the respondent, immediately or at some other time to be specified by the court, to do the act required to be done to protect the rights of the petitioner, and to pay the damages sustained by the petitioner by reason of the wrongful acts of the respondent.

The writ of mandamus is aimed to compel a respondent, who failed to execute his/her legal duty, or unlawfully excluded another from the enjoyment of an entitled right or office, to perform the act needed to be done in order to protect the rights of the petitioner.[31] Simply put, "mandamus is employed to compel the performance, when refused, of a ministerial, as opposed to a discretionary, duty."

In *Toy v. Court of Appeals*,[32] this Court elucidated on when a writ of mandamus may issue, to wit:

In order that a writ of mandamus may issue, it is essential that the person petitioning for the same has a clear legal right to the thing demanded and that it is the imperative duty of the respondent to perform the act required. It neither confers powers nor imposes duties and is never issued in doubtful cases. It is simply a command to exercise a power already possessed and to perform a duty already imposed.[34]

In addition, mandamus applies as a remedy when the petitioner's right is founded clearly in law and is not doubtful.[35]

In the case at bar, Celestial's petition for mandamus is anchored on her rights emanating from the Compromise Agreement she executed with the spouses Cachopero.

Article 2028 of the Civil Code defines a compromise as follows:

A compromise is a contract whereby the parties, by making reciprocal concessions, avoid a litigation or put an end to one already commenced.

Article 2037 of the Civil Code provides for the effects of a compromise agreement, to wit:

A compromise has upon the parties the effect and authority of *res judicata*; but there shall be no execution except in compliance with a judicial compromise.

Expounding on the" concept of compromise agreements, this Court, in *Air Transportation Office v. Gopueo, Jr.*,^[36] said:

[W]e have time and again ruled that a compromise agreement, when not contrary to law, public order, public policy, morals, or good customs, is a valid contract which is the law between the parties. It is a contract perfected by mere consent, whereby the parties, making reciprocal concessions, avoid litigation or put an end to one already commenced. It has the force of law and is conclusive between the parties, and courts will not relieve parties from obligations voluntarily assumed, simply because their contracts turned out to be unwise, x x x.^[37]

Likewise, in *Philippine National Oil Company-Energy Development Corporation (PNOC-EDC) v. Abella*,^[38] this Court pronounced:

Prevailing case law provides that "a compromise once approved by final orders of the court has the force of *res judicata* between the parties and should not be disturbed except for vices of consent or forgery. Hence, 'a decision on a compromise agreement is final and executory.' Such agreement has the force of law and is conclusive on the parties. It transcends its identity as a mere contract binding only upon the parties thereto, as it becomes a judgment that is subject to execution in accordance with the Rules. Judges therefore have the ministerial and mandatory duty to implement and enforce it." Hence, compromise agreements duly approved by the courts are considered the decisions in the particular cases they involve.^[39]

The terms of the compromise agreement involved herein are clear and unequivocal. The spouses Cachopero agreed to vacate Celestial's lot and transfer the old house to the land at the back of Celestial's lot. While it has been shown that the spouses Cachopero had already removed part of the old house, Jesse Cachopero himself admitted, during the ocular inspection done by the RTC, that part of the old house beyond Celestial's lot were not demolished nor removed, to wit:

COURT:

Q

This house here which is now remain standing in the lot enclosed with bamboo fence, was it existing at the time of the filing of the complaint between you and defendants at the time the decision was rendered?

JESSE CACHOPERO:

A

Yes, your Honor.

x x x x

ATTY. AGDEPPA:

That the roofing is a part of the old house that was brought down when the second story was destroyed, your Honor.

x x x x

COURT:

There is a structure which has been destroyed and above the remaining structure of which a shade of galvanized iron was made. Yes...

JESSE CACHOPERO:

A part of the second floor which was lowered down.

COURT:

Another questions - This structure here was already existing during the time of the filing of the complaint in the Municipal Court?

JESSE CACHOPERO:

Yes, your Honor.

ATTY. AMPARO:

When the two story building was demolished, how did the remaining portion looks like?

JESSE CACHOPERO:

It looks like a bahay kubo, sir.

ATTY. AMPARO:

When the building was demolished, what improvement did you introduce?

JESSE CACHOPERO:

The walling made of rough wood, sir.

ATTY. AMPARO:

How about this wall on the other side of the remaining structure?

JESSE CACHOPERO:

It is part of the old building, sir.

x x x x

COURT:

In other words it has already been paid for the expenses of the demolition.

Why was the other parts of the building not included in the demolition which was made at the instance of the plaintiff?

RACHEL CELESTIAL:

Because he objected and according to him (Jesse Cachopero) it is beyond my property, your Honor.[40]

It is clear from the records and the facts of this case that the real reason Celestial wanted to eject the spouses Cachopero from the subject land is to reclaim the use of such land for herself. This can be gleaned from the fact that in their compromise agreement, she was willing to shoulder the expenses of transferring the old house to the area at the back of her own lot. This fact runs counter to her claim that she was ejecting her brother and his wife from the old house due to its dilapidated and uninhabitable condition. However, Celestial's intention has nothing to do with the validity of the compromise agreement, which the spouses Cachopero freely signed, and on which

the MTC based its judgment.

This Court agrees with the Court of Appeals that Special Civil Case No. 070, which became G.R. No. 142595 when it was elevated to this Court, has nothing to do with the case before us. The spouses Cachopero anchor their right on the MSA that they filed with the DENR over the subject land, whereas this case concerns the compromise agreement they executed with Celestial.

Although Celestial's petition in G.R. No. 142595 was denied, and the Court of Appeals' ruling ordering the DENR to process the spouses Cachopero's MSA over the subject lot was affirmed, what is involved herein is the transfer of the old house from the subject land, and not the subject land itself. However, the spouses Cachopero have not shown this Court that their MSA had indeed been approved.

Unless the spouses Cachopero can show this Court that there is a supervening event, which occurred after the judgment of the MTC, and which brought about a material change in their situation vis-a-vis that of Celestial, the latter has the right to have the compromise agreement executed, according to its terms.[41]

This Court's pronouncements in *Silverio, Jr. v. Filipino Business Consultants, Inc.*, [42] are instructive, and we quote as follows:

To justify the stay of immediate execution, the supervening events must have a direct effect on the matter already litigated and settled. Or, the supervening events must create a substantial change in the rights or relations of the parties which would render execution of a final judgment unjust, impossible or inequitable making it imperative to stay immediate execution in the interest of justice.[43]

We find that no such supervening events exist in this case so as to justify the stay of the execution of Civil Case No. 711.

WHEREFORE, the petition is hereby DENIED and the September 4, 2000 Decision and January 19, 2001 Resolution of the Court of Appeals in CA-G.R. SP No. 52655 are AFFIRMED.

SO ORDERED.

Corona, C.J., (Chairperson), Bersamin, Villarama, Jr., and Perlas-Bernabe,[*] JJ., concur.

[*] Per Special Order No. 1207 dated February 23, 2012.

[1] Under Rule 45 of the Rules of Court.

[2] Rollo, pp. 20-26; penned by Associate Justice Rodrigo V. Cosico with Associate Justices Godardo

[3] A. Jacinto and Bienvenido L. Reyes, concurring.

[4] Id. at 27.

[4] Id. at 37.

[5] *Celestial v. Cachopero*, 459 Phil. 903, 911 (2003).

[6] Rollo, pp. 28-31.

[7] Id. at 35-36.

[8] Id. at 36.

- [9] Id. at 41.
- [10] Id. at 42.
- [11] Id. at 51.
- [12] Id. at 32-33.
- [13] CA rollo, p. 50.
- [14] Rollo, p. 49.
- [15] Id. at 88-96.
- [16] Id. at 52-53.
- [17] Id. at 53.
- [18] Id. at 101.
- [19] Celestial v. Cachopero, supra note 5 at 916.
- [20] Rollo, pp. 97-100.
- [21] Id. at 11.
- [22] Id. at 99.
- [23] CA rollo, p. 29.
- [24] Rollo, p. 26.
- [25] Id. at 25.
- [26] Id. at 27.
- [27] Id. at 275-281.
- [28] Celestial v. Cachopero, supra note 5 at 915-916.
- [29] Id. at 931.
- [30] Rollo, p. 8.
- [31] Reliance Surety & Insurance Co., Inc. v. Hon. Amante, Jr., 501 Phil. 86, 102 (2005).
- [32] Albay Accredited Constructors Association v. Honorable Ombudsman Desierto, 516 Phil. 308, 325 (2006).
- [33] 355 Phil. 381(1998).
- [34] Id. at 397.
- [35] Manalo v. PAIC Savings Bank, 493 Phil. 854, 860 (2005).
- [36] 501 Phil. 228(2005).
- [37] Id. at 239.
- [38] G.R. No. 153904, January 17, 2005, 448 SCRA 549.
- [39] Id. at 565-566.

[40] Rollo, pp. 151-155.

[41] *Silverio, Jr. v. Filipino Business Consultants, Inc.*, 504 Phil. 150, 161-162 (2005).

[42] *Id.*

[43] *Id.* at 162.

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