INTERNATIONAL SCHOOL MANILA, PETITIONER, VS. SPOUSES PEDRITO AND CARMENCITA ANIÑON AND THE COURT OF APPEALS, RESPONDENTS.

G.R. NO. 166013. June 08, 2005

Ponente: CALLEJO, SR., J.

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CALLEJO, SR., J.:

This petition for review on certiorari seeks to reverse and set aside the Decision[1] dated March 30, 2004, as well as the Resolution[2] dated October 28, 2004, of the Court of Appeals (CA) in CA-G.R. SP No. 74110. The said decision denied the Petition for Certiorari and Prohibition with Prayer for Issuance of a Temporary Restraining Order and/or Writ of Preliminary Injunction filed by petitioner International School Manila. The CA ruled that the court a quo acquired jurisdiction over the person of the petitioner and that there was no improper venue. The appellate court likewise added that the fair and speedy disposition of the case far outweighs the misapprehension by the court a quo of petitioner's residence.

After the respondents, Spouses Pedrito and Carmencita Aniñon, filed their comment on the instant petition, a Joint Motion for Judgment Based on Compromise Agreement was filed with this Court by both parties. Its full text reads as follows:

> A G R E E M E N T
>
> This Agreement entered into on 19 April 2005 in the City of Makati, Metro Manila, Philippines, by and between:
>
> Spouses Pedrito and Carmencita Aniñon ("Spouses Aniñon"), both of legal age, married, and with residence at 9330 Dungon Street, San Antonio Village, Makati City, Metro Manila;
>
> -and-
>
> International School Manila ("International School"), a non-stock, non-profit educational institution, with business address and principal office address at General Luna Street, Bel-Air, Makati City, Metro Manila, represented herein by its Superintendent, David E. Toze, who has been duly authorized for the purpose;
>
> WITNESSETH: That –
>
> WHEREAS, sometime in 2001 until 2002, Marissa Bobon ("Bobon"), personnel of the Admissions Office of International School defrauded and caused damage and injury against both International School and Spouses Aniñon;
>
> WHEREAS, for the reason of this defraudation, Spouses Aniñon and International School become [sic] parties in the cases docketed as Civil Case No. 69088 entitled "Spouses Pedrito and Carmencita Aniñon vs. International School Manila", pending before the Regional Trial Court of Pasig City, National Capital Judicial Region, Branch 268, and SC-G.R. No. 166013 (formerly CA-GR SP No. 74110), entitled "International

School Manila vs. Spouses Pedrito & Carmencita Aniñon and The Honorable Court of Appeals (Former Twelfth Division)", pending before the Supreme Court;

NOW, THEREFORE, the parties hereto agree as follows:

- International School hereby agrees to hand over and the Spouses Aniñon to receive, the sum of Fifteen Thousand United States Dollars (US$15,000.00) upon execution of this Agreement.

- International School and Spouses Aniñon shall cause the prosecution of Marissa Bobon. International School shall initiate the appropriate criminal prosecution and/or civil action against Bobon at its expense and control, with the assistance of the Spouses Aniñon, who shall be furnished with a copy of the Complaint as soon as filed. For this purpose, the Spouses Aniñon shall deliver to International School the original of the receipts and other documents signed by Bobon, and the Spouses Aniñon and their staff who are still in their employ and who had direct contact with Bobon, shall execute an Affidavit and testify as witnesses therein. Spouses Aninon likewise have the option, at their expense, to appoint their own counsel to protect and assert their rights and interest in the case against Marissa Bobon. Each party shall be respectively responsible in executing any judgment or award in their favor.

- The parties shall jointly cause the dismissal with prejudice of the aforesaid civil cases before the Regional Trial Court and the Supreme Court.

- The Spouses Aniñon, for themselves and for their heirs and assigns, hereby irrevocably release and forever discharge International School, their representatives, directors, officers, employees and successors-in-interest, from any and all obligations, liabilities, claims and/or causes of action of whatever nature that may now exist, or may hereafter arise, resort or develop in connection with Civil Case No. 69088 and SC-G.R. No. 166013.

- International School, its representatives, successors-in-interest and/or assignees, hereby irrevocably releases and forever discharges the Spouses Aniñon, their heirs, from, any and all obligations, liabilities, claims and/or causes of action that now exist or may hereafter arise, result or develop in connection with the subject Civil Case No. 69088 and SC-G.R. No. 166013.

- The parties hereby agree that this Agreement may be pleaded as a bar to any pending suit or proceeding, or any such suit or proceeding which they, third parties, or other entities/agencies may take, in connection with the agreements, covenants, transactions and undertakings herein covered.

IN WITNESS WHEREOF, the above-named parties have signed this Agreement on the date and in the place first written above.

(Sgd.)
PEDRITO ANIÑON INTERNATIONAL SCHOOL MANILA

By:

(Sgd.) (Sgd.)
CARMENCITA ANIÑON DAVID E. TOZE Superintendent

(Authorized Representative)

SIGNED IN THE PRESENCE OF:

(Sgd.) (Sgd.)
Illegible Illegible[3]

All given, we find the compromise agreement not to be contrary to law, morals, good customs, public order and public policy, and, therefore, the same is accepted.

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WHEREFORE, the compromise agreement referred to above is hereby APPROVED. Judgment is rendered in accordance therewith. No costs.

SO ORDERED.

Austria-Martinez, (Acting Chairman), Tinga, and Chico-Nazario, JJ., concur.
Puno, (Chairman), J., on official leave.

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[1] Rollo, p. 85.

[2] Id. at 97.

[3] Rollo, pp. 749-750.

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