

ROSARIA LUPITAN PANG-ET, PETITIONER, VS. CATHERINE MANACNES-DAO-AS, HEIR OF LEONCIO MANACNES AND FLORENTINA MANACNES, RESPONDENT.

G.R. NO. 167261. March 02, 2007

Ponente: CHICO-NAZARIO, J.

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CHICO-NAZARIO, J.:

Before Us is a Petition for Review on Certiorari under Rule 45 of the Rules of Civil Procedure, assailing the Decision[1] of the Court of Appeals in CA-G.R. SP No. 78019, dated 9 February 2005, which reversed and set aside the Judgment[2] of the Regional Trial Court (RTC), Branch 36, Bontoc, Mountain Province, and reinstated the Resolution[3] of the Municipal Circuit Trial Court (MCTC) of Besao-Sagada, Mountain Province dismissing herein petitioner's action for Enforcement of Arbitration Award and Damages.

The instant petition draws its origin from an Action[4] for recovery of possession of real property situated in Sitio Abatan, Barrio Dagdag, Sagada filed by herein petitioner before the MCTC of Besao-Sagada, Mountain Province on 9 November 1994, against the spouses Leoncio and Florentina Manacnes, the predecessors-in-interest of herein respondent.

On 23 February 1995, during the course of the pre-trial, the parties, through their respective counsels, agreed to refer the matter to the Barangay Lupon (Lupon) of Dagdag, Sagada for arbitration in accordance with the provisions of the Katarungang Pambarangay Law.[5] Consequently, the proceedings before the MCTC were suspended, and the case was remanded to the Lupon for resolution.[6]

Thereafter, the Lupon issued a Certification to File Action on 26 February 1995 due to the refusal of the Manacnes spouses to enter into an Agreement for Arbitration and their insistence that the case should go to court. On 8 March 1995, the Certification, as well as the records of the case, were forwarded to the MCTC.

An Order was issued by the MCTC on 7 April 1995, once more remanding the matter for conciliation by the Lupon and ordering the Lupon to render an Arbitration Award thereon. According to the MCTC, based on the records of the case, an Agreement for Arbitration was executed by the parties concerned; however, the Lupon failed to issue an Arbitration Award as provided under the Katarungang Pambarangay Law, so that, the case must be returned to the Lupon until an Arbitration Award is rendered.

In compliance with the MCTC Order, the Lupon rendered an Arbitration Award on 10 May 1995 ordering herein petitioner to retrieve the land upon payment to the spouses Manacnes of the amount of P8,000.00 for the improvements on the land. Aggrieved, Leoncio's widow,[7] Florentina Manacnes, repudiated the Arbitration Award but her repudiation was rejected by the Lupon. Thereafter, the MCTC was furnished with copies of the Arbitration Award.

On 1 June 1995, herein petitioner filed with the Lupon a Motion for Execution of the Arbitration Award. On the other hand, Florentina Manacnes filed a Motion with the MCTC for the resumption of the proceedings in the

original case for recovery of possession and praying that the MCTC consider her repudiation of the Arbitration Award issued by the Lupon.

Subsequently, the MCTC heard the Motion of Florentina Manacnes notwithstanding the latter's failure to appear before the court despite notice. The MCTC denied Florentina Manacnes' Motion to repudiate the Arbitration Award elucidating that since the movant failed to take any action within the 10-day reglementary period provided for under the Katarungang Pambarangay Law, the arbitration award has become final and executory. Furthermore, upon motion of herein petitioner Pang-et, the MCTC issued an Order remanding the records of the case to the Lupon for the execution of the Arbitration Award. On 31 August 1995, the then incumbent Punong Barangay of Dagdag issued a Notice of Execution of the Award.

Said Notice of Execution was never implemented. Thus, on 16 October 2001, herein petitioner Pang-et filed with the MCTC an action for enforcement of the Arbitration Award which was sought to be dismissed by the heir of the Manacnes spouses.[8] The heir of the Manacnes spouses argues that the Agreement for Arbitration and the Arbitration Award are void, the Agreement for Arbitration not having been personally signed by the spouses Manacnes, and the Arbitration Award having been written in English - a language not understood by the parties.

In its Resolution dated 20 August 2002, the MCTC dismissed the Petition for Enforcement of Arbitration Award in this wise:

x x x Are defendants estopped from questioning the proceedings before the Lupon Tagapamayapa concerned?

The defendants having put in issue the validity of the proceedings before the lupon concerned and the products thereof, they are not estopped. It is a hornbook rule that a null and void act could always be questioned at any time as the action or defense based upon it is imprescriptible.

The second issue: Is the agreement to Arbitrate null and void? Let us peruse the pertinent law dealing on this matter which is Section 413 of the Local Government Code of 1991 (RA 7160), to wit:

"Section 413 - (a) The parties may, at any stage of the proceedings, agree in writing that they shall abide by the arbitration award of the lupon chairman or the pangkat. x x x"

The foregoing should be taken together with Section 415 of the same code which provides:

"Section 415. Appearance of parties in person. In all katarungang pambarangay proceedings, the parties must appear in person without the assistance of counsel or representative, except for minors and incompetents who may be assisted by their next-of-kin who are not lawyers."

It is very clear from the foregoing that personal appearance of the parties in conciliation proceedings before a Lupon Tagapamayapa is mandatory. Likewise, the execution of the agreement to arbitrate must be done personally by the parties themselves so that they themselves are mandated to sign the agreement.

Unfortunately, in this case, it was not respondents-spouses [Manacnis] who signed the agreement to arbitrate as plaintiff herself admitted but another person. Thus, it is very clear that the mandatory provisos of Section 413 and 415 of RA 7160 are violated. Granting arguendo that it was Catherine who signed the agreement per instruction of her parents, will it cure the violation? The answer must still be in the negative. As provided for by the cited provisos of RA 7160, if ever a party is entitled to an assistance, it shall be done only when the party concerned is a minor or incompetent. Here, there is no showing that the spouses [Manacnis] were incompetent. Perhaps very old but not incompetent. Likewise, what the law provides is assistance, not signing of agreements or settlements.

Just suppose the spouses [Manacnis] executed a special power of attorney in favor of their daughter Catherine to attend the proceedings and to sign the agreement to arbitrate? The more that it is proscribed by the Katarungang Pambarangay Law specifically Section 415 of RA 7160 which mandates the personal appearance of the parties

before the lupon and likewise prohibits the appearance of representatives.

In view of the foregoing, it could now be safely concluded that the questioned agreement to arbitrate is inefficacious for being violative of the mandatory provisions of RA 7160 particularly sections 413 and 415 thereof as it was not the respondents-spouses [Manacnis] who signed it.

The third issue: Is the Arbitration Award now sought to be enforced effective? Much to be desired, the natural flow of events must follow as a consequence. Considering that the agreement to arbitrate is inefficacious as earlier declared, it follows that the arbitration award which emanated from it is also inefficacious. Further, the Arbitration Award by itself, granting arguendo that the agreement to arbitrate is valid, will readily show that it does not also conform with the mandate of the Katarungang Pambarangay Law particularly Section 411 thereto which provides:

"Sec. 411. Form of Settlement - All amicable settlements shall be in writing in a language or dialect known to the parties x x x. When the parties to the dispute do not use the same language or dialect, the settlement shall be written in the language known to them."

Likewise, the implementing rules thereof, particularly Section 13 provides:

"Sec. 13 - Form of Settlement and Award. - All settlements, whether by mediation, conciliation or arbitration, shall be in writing, in a language or dialect known to the parties. x x x"

It is of no dispute that the parties concerned belong to and are natives of the scenic and serene community of Sagada, Mt. Province who speak the Kankanaey language. Thus, the Arbitration Award should have been written in the Kankanaey language. However, as shown by the Arbitration Award, it is written in English language which the parties do not speak and therefore a further violation of the Katarungang Pambarangay Law.

IN THE LIGHT of all the foregoing considerations, the above-entitled case is hereby dismissed.[9]

Petitioner Pang-et's Motion for Reconsideration having been denied, she filed an Appeal before the RTC which reversed and set aside the Resolution of the MCTC and remanded the case to the MCTC for further proceedings. According to the RTC:

As it appears on its face, the Agreement for Arbitration in point found on page 51 of the expediente, dated Feb. 6, 1995, and attested by the Pangkat Chairman of the Office of the Barangay Lupon of Dagdag, Sagada was signed by the respondents/defendants spouses Manacnis. The representative of the Appellee in the instant case assails such Agreement claiming that the signatures of her aforesaid predecessors-in-interest therein were not personally affixed by the latter or are falsified-which in effect is an attack on the validity of the document on the ground that the consent of the defendants spouses Manacnis is vitiated by fraud. Indulging the Appellee Heirs of Manacnis its contention that such indeed is the truth of the matter, the fact still remains as borne out by the circumstances, that neither did said original defendants nor did any of such heirs effectively repudiate the Agreement in question in accordance with the procedure outlined by the law, within five (5) days from Feb. 6, 1995, on the ground as above-stated (Secs. 413 (a), 418, RA 7160; Secs. 7, 13, KP Law; Sec. 12, Rule IV, KP Rules). As mandated, such failure is deemed a waiver on the part of the defendants spouses Manacnis to challenge the Agreement for Arbitration on the ground that their consent thereto is obtained and vitiated by fraud (Sec. 12, Par. 3, KP Rules). Corollarily, the Appellee Heirs being privy to the now deceased original defendants should have not been permitted by the court a quo under the equitable principle of estoppel, to raise the matter in issue for the first time in the present case (Lopez vs. Ochoa, 103 Phil. 94).

The Arbitration Award relative to Civil Case 83 (B.C. No. 07) dated May 10, 1995, written in English, attested by the Punong Barangay of Dagdag and found on page 4 of the record is likewise assailed by the Appellee as void on the ground that the English language is not known by the defendants spouses Manacnis who are

Igorots. Said Appellee contends that the document should have been written in Kankana-ey, the dialect known to the party (Sec. 413 (b), RA 7160; Sec. 7, Par. 2, KP law, Sec. 11, KP Rules). On this score, the court a quo presumptuously concluded on the basis of the self-serving mere say-so of the representative of the Appellee that her predecessors did not speak or understand English. As a matter of judicial notice, American Episcopalians had been in Sagada, Mountain Province as early as 1902 and continuously stayed in the place by turns, co-mingling with the indigenous people thereat, instructing and educating them, and converting most to the Christian faith, among other things, until the former left about twenty years ago. By constant association with the white folks, the natives too old to go to school somehow learned the King's English by ear and can effectively speak and communicate in that language. Any which way, even granting arguendo that the defendants spouses Manacnis were the exceptions and indeed totally ignorant of English, no petition to nullify the Arbitration award in issue on such ground as advanced was filed by the party or any of the Appellee Heirs with the MCTC of Besao-Sagada, within ten (10) days from May 10, 1995, the date of the document. Thus, upon the expiration thereof, the Arbitration Award acquired the force and effect of a final judgment of a court (Sec. 416, RA 7160; Sec. 11, KP Law; Sec. 13, KP Rules); conclusive upon the original defendants in Civil Case 83 (B.C. No. 07) and the Appellee Heirs herein privy to said defendants.

In the light thereof, the collateral attack of the Appellee on the Agreement for Arbitration and Arbitration Award re Civil Case 83 (B.C. No. 07) should not have in the first place been given due course by the court a quo. In which case, it would not have in the logical flow of things declared both documents "inefficacious"; without which pronouncements, said court would not have dismissed the case at bar.

Wherefore, Judgment is hereby rendered Reversing and Setting Aside the Resolution appealed from, and ordering the record of the case subject thereof remanded to the court of origin for further proceedings.[10]

Aggrieved by the reversal of the RTC, herein respondent filed a petition before the Court of Appeals seeking to set aside the RTC Judgment. On 9 February 2005, the appellate court rendered the herein assailed Decision, to wit:

After thoroughly reviewing through the record, We find nothing that would show that the spouses Manacnes were ever amenable to any compromise with respondent Pang-et. Thus, We are at a loss as to the basis of the Arbitration Award sought to be enforced by respondent Pang-et's subsequent action before the MCTC.

There is no dispute that the proceeding in Civil Case No. 83 was suspended and the same remanded to the Lupon on account of the Agreement to Arbitrate which was allegedly not signed by the parties but agreed upon by their respective counsels during the pre-trial conference. In the meeting before the Lupon, it would seem that the agreement to arbitrate was not signed by the spouses Manacnes. More importantly, when the pangkat chairman asked the spouses Manacnes to sign or affix their thumbmarks in the agreement, they refused and insisted that the case should instead go to court. Thus, the Lupon had no other recourse but to issue a certificate to file action. Unfortunately, the case was again remanded to the Lupon to "render an arbitration award". This time, the Lupon heard the voice tape of the late Beket Padonay affirming respondent Pang-et's right to the disputed property. While Pang-et offered to pay P8,000.00 for the improvements made by the spouses Manacnes, the latter refused to accept the same and insisted on their right to the subject property. Despite this, the Lupon on May 10, 1995 issued an Arbitration award which favored respondent Pang-et.

From the time the case was first referred to the Lupon to the time the same was again remanded to it, the Spouses Manacnes remained firm in not entering into any compromise with respondent Pang-et. This was made clear in both the minutes of the Arbitration Hearing on 26 February 1995 and on 9 April 1995. With the foregoing, We find it evident that the spouses Manacnes never intended to submit the case for arbitration.

Moreover, the award itself is riddled with flaws. First of all there is no showing that the Pangkat ng Tagapagkasundo was duly constituted in accordance with Rule V of the Katarungan Pambarangay Rules. And after constituting of the Pangkat, Rule VI, thereof the Punong Barangay and the Pangkat must proceed to hear

the case. However, according to the minutes of the hearing before the lupon on 9 April 1995, the pangkat Chairman and another pangkat member were absent for the hearing.

Finally, Section 13 of the same Rule requires that the Punong Barangay or the Pangkat Chairman should attest that parties freely and voluntarily agreed to the settlement arrived at. But how can this be possible when the minutes of the two hearings show that the spouses Manacnes neither freely nor voluntarily agreed to anything.

While RA 7160 and the Katarungan Pambarangay rules provide for a period to repudiate the Arbitration Award, the same is neither applicable nor necessary since the Agreement to Arbitrate or the Arbitration Award were never freely nor voluntarily entered into by one of the parties to the dispute. In short, there is no agreement validly concluded that needs to be repudiated.

With all the foregoing, estoppel may not be applied against petitioners for an action or defense against a null and void act does not prescribe. With this, We cannot but agree with the MCTC that the very agreement to arbitrate is null and void. Similarly, the arbitration award which was but the off shoot of the agreement is also void.

WHEREFORE, the RTC judgment of 2 June 2003 is REVERSED and SET ASIDE, the MCTC Resolution DISMISSING the Civil Case No. 118 for enforcement of Arbitration Award is REINSTATED.[11]

Vehemently disagreeing with the Decision of the Court of Appeals, petitioner Pang-et filed the instant petition. Petitioner maintains that the appellate court overlooked material facts that resulted in reversible errors in the assailed Decision. According to petitioner, the Court of Appeals overlooked the fact that the original parties, as represented by their respective counsels in Civil Case No. 83, mutually agreed to submit the case for arbitration by the Lupon ng Tagapamayapa of Barangay Dagdag. Petitioner insists that the parties must be bound by the initial agreement by their counsels during pre-trial to an amicable settlement as any representation made by the lawyers are deemed made with the conformity of their clients. Furthermore, petitioner maintains that if indeed the spouses Manacnes did not want to enter into an amicable settlement, then they should have raised their opposition at the first instance, which was at the pre-trial on Civil Case No. 83 when the MCTC ordered that the case be remanded to the Lupon ng Tagapamayapa for arbitration.

We do not agree with the petitioner.

First and foremost, in order to resolve the case before us, it is pivotal to stress that, during the initial hearing before the Lupon ng Tagapamayapa, the spouses Manacnes declined to sign the Agreement for Arbitration and were adamant that the proceedings before the MCTC in Civil Case No. 83 must continue. As reflected in the Minutes[12] of the Arbitration Hearing held on 26 February 1995, the legality of the signature of Catherine Manacnes, daughter of the Manacnes spouses, who signed the Agreement for Arbitration on behalf of her parents, was assailed on the ground that it should be the spouses Manacnes themselves who should have signed such agreement. To resolve the issue, the Pangkat Chairman then asked the spouses Manacnes that if they wanted the arbitration proceedings to continue, they must signify their intention in the Agreement for Arbitration form. However, as stated earlier, the Manacnes spouses did not want to sign such agreement and instead insisted that the case go to court.

Consequently, the Lupon issued a Certification to File Action on 26 February 1995 due to the refusal of the Manacnes spouses. Indicated in said Certification are the following: 1) that there was personal confrontation between the parties before the Punong Barangay but conciliation failed and 2) that the Pangkat ng Tagapagkasundo was constituted but the personal confrontation before the Pangkat failed likewise because respondents do not want to submit this case for arbitration and insist that said case will go to court.[13] Nevertheless, upon receipt of said certification and the records of the case, the MCTC ordered that the case be

remanded to the Lupon ng Tagapamayapa and for the latter to render an arbitration award, explaining that:

Going over the documents submitted to the court by the office of the Lupon Tagapamayapa of Dagdag, Sagada, Mountain Province, the court observed that an "Agreement for Arbitration" was executed by the parties anent the above-entitled case. However, said Lupon did not make any arbitration award as mandated by the Katarungang Pambarangay Law but instead made a finding that the case may now be brought to the court. This is violative of the KP Law, which cannot be sanctioned by the court.[14]

At this juncture, it must be stressed that the object of the Katarungang Pambarangay Law is the amicable settlement of disputes through conciliation proceedings voluntarily and freely entered into by the parties.[15] Through this mechanism, the parties are encouraged to settle their disputes without enduring the rigors of court litigation. Nonetheless, the disputing parties are not compelled to settle their controversy during the barangay proceedings before the Lupon or the Pangkat, as they are free to instead find recourse in the courts[16] in the event that no true compromise is reached.

The key in achieving the objectives of an effective amicable settlement under the Katarungang Pambarangay Law is the free and voluntary agreement of the parties to submit the dispute for adjudication either by the Lupon or the Pangkat, whose award or decision shall be binding upon them with the force and effect of a final judgment of a court.[17] Absent this voluntary submission by the parties to submit their dispute to arbitration under the Katarungang Pambarangay Law, there cannot be a binding settlement arrived at effectively resolving the case. Hence, we fail to see why the MCTC further remanded the case to the Lupon ng Tagapamayapa and insisted that the arbitration proceedings continue, despite the clear showing that the spouses Manacnes refused to submit the controversy for arbitration.

It would seem from the Order of the MCTC, which again remanded the case for arbitration to the Lupon ng Tagapamayapa, that it is compulsory on the part of the parties to submit the case for arbitration until an arbitration award is rendered by the Lupon. This, to our minds, is contrary to the very nature of the proceedings under the Katarungang Pambarangay Law which espouses the principle of voluntary acquiescence of the disputing parties to amicable settlement.

What is compulsory under the Katarungang Pambarangay Law is that there be a confrontation between the parties before the Lupon Chairman or the Pangkat and that a certification be issued that no conciliation or settlement has been reached, as attested to by the Lupon or Pangkat Chairman, before a case falling within the authority of the Lupon may be instituted in court or any other government office for adjudication. [18] In other words, the only necessary pre-condition before any case falling within the authority of the Lupon or the Pangkat may be filed before a court is that there has been personal confrontation between the parties but despite earnest efforts to conciliate, there was a failure to amicably settle the dispute. It should be emphasized that while the spouses Manacnes appeared before the Lupon during the initial hearing for the conciliation proceedings, they refused to sign the Agreement for Arbitration form, which would have signified their consent to submit the case for arbitration. Therefore, upon certification by the Lupon ng Tagapamayapa that the confrontation before the Pangkat failed because the spouses Manacnes refused to submit the case for arbitration and insisted that the case should go to court, the MCTC should have continued with the proceedings in the case for recovery of possession which it suspended in order to give way for the possible amicable resolution of the case through arbitration before the Lupon ng Tagapamayapa.

Petitioner's assertion that the parties must be bound by their respective counsels' agreement to submit the case for arbitration and thereafter enter into an amicable settlement is imprecise. What was agreed to by the parties' respective counsels was the remand of the case to the Lupon ng Tagapamayapa for conciliation proceedings and not the actual amicable settlement of the case. As stated earlier, the parties may only be compelled to appear

before the Lupon ng Tagapamayapa for the necessary confrontation, but not to enter into any amicable settlement, or in the case at bar, to sign the Agreement for Arbitration. Thus, when the Manacnes spouses personally appeared during the initial hearing before the Lupon ng Tagapamayapa, they had already complied with the agreement during the pre-trial to submit the case for conciliation proceedings. Their presence during said hearing is already their acquiescence to the order of the MCTC remanding the case to the Lupon for conciliation proceedings, as there has been an actual confrontation between the parties despite the fact that no amicable settlement was reached due to the spouses Manacnes' refusal to sign the Agreement for Arbitration.

Furthermore, the MCTC should not have persisted in ordering the Lupon ng Tagapamayapa to render an arbitration award upon the refusal of the spouses Manacnes to submit the case for arbitration since such arbitration award will not bind the spouses. As reflected in Section 413 of the Revised Katarungang Pambarangay Law, in order that a party may be bound by an arbitration award, said party must have agreed in writing that they shall abide by the arbitration award of the Lupon or the Pangkat. Like in any other contract, parties who have not signed an agreement to arbitrate will not be bound by said agreement since it is axiomatic that a contract cannot be binding upon and cannot be enforced against one who is not a party to it.^[19] In view of the fact that upon verification by the Pangkat Chairman, in order to settle the issue of whether or not they intend to submit the matter for arbitration, the spouses Manacnes refused to affix their signature or thumb mark on the Agreement for Arbitration Form, the Manacnes spouses cannot be bound by the Agreement for Arbitration and the ensuing arbitration award since they never became privy to any agreement submitting the case for arbitration by the Pangkat.

WHEREFORE, premises considered, the instant petition is hereby DENIED. The Decision of the Court of Appeals in CA-G.R. SP No. 78019 is hereby AFFIRMED. The Municipal Circuit Trial Court of Besao-Sagada, Mountain Province, is hereby ORDERED to proceed with the trial of Civil Case No. 83 for Recovery of Possession of Real Property, and the immediate resolution of the same with deliberate dispatch. No costs. SO ORDERED.

Ynares-Santiago, (Chairperson), Austria-Martinez, and Nachura, JJ., concur.
Callejo, Sr., J., on leave.

[1] Penned by Associate Justice Rosmari D. Carandang with Associate Justices Remedios Salazar-Fernando and Monina Arevalo-Zenarosa, concurring; rollo, pp. 29-36.

[2] Penned by Judge Artemio B. Marrero, dated 2 June 2003 in Civil Case No. 1090; id. at 37-40.

[3] Penned by Presiding Judge James P. Kibitin, dated 20 August 2002 in Civil Case No. 118; records, pp. 52-55.

[4] Docketed as Civil Case No. 83.

[5] The Revised Katarungang Pambarangay Law, Sections 399-422, Chapter 7; Title One, Book III, Republic Act No. 7160, otherwise known as the Local Government Code of 1991.

[6] Docketed as Barangay Case No. 7.

[7] Leoncio Manacnes died on 10 May 1995; records, p. 39.

[8] Florentina Manacnes also died sometime after the issuance of the Notice of Execution; id. at 2

[9] MCTC Resolution, pp. 2-4, records, pp. 53-55.

[10] RTC Judgment, pp. 3-4; rollo, pp. 39-40.

[11] CA Decision, pp. 5-8; id. at 33-36.

[12] CA rollo, p. 66.

[13] Id. at 67.

[14] Id. at 68.

[15] Preamble, Presidential Decree No. 1293, otherwise known as the Katarungang Pambarangay Law.

[16] Revised Katarungang Pambarangay Law, Section 412 (a) - Pre-condition to filing of Complaint in Court - No complaint, petition, action or proceeding involving any matter within the authority of the lupon shall be filled or instituted directly in court or any other government office for adjudication unless there has been a confrontation between the parties before the lupon chairman or the pangkat, and that no conciliation or settlement has been reached as certified by the lupon secretary or pangkat secretary as attested to by the lupon or pangkat chairman or unless the settlement has been repudiated by the parties thereto.

[17] Section 413, Revised Katarungang Pambarangay Law.

[18] CA rollo, p. 68.

[19] Ramos v. Court of Appeals, G.R. No. 132196, 9 December 2005, 477 SCRA 85, 99.

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