

**XAVIERVILLE III HOMEOWNERS ASSOCIATION, INC., PETITIONER,
VS. XAVIERVILLE II HOMEOWNERS ASSOCIATION, INC.,
RESPONDENT.**

G.R. No. 170092. December 06, 2006

Ponente: CARPIO MORALES, J.

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CARPIO MORALES, J.:

For consideration is a "Joint Manifestation and Motion to Dismiss based on Compromise"[1] filed by the parties, informing that they have entered into a Memorandum of Agreement on May 15, 2006[2] and a Supplemental Memorandum of Agreement on July 10, 2006[3] on account of which they posit that the issues in the present petition have been rendered moot. They thus pray for the dismissal of the petition.

The only issue raised before this Court is one of jurisdiction, whether the complaint for Injunction and Damages with Prayer for Preliminary Injunction and/or Temporary Restraining Order[4] filed by petitioner before the Regional Trial Court (RTC) of Quezon City is within its jurisdiction or of the Housing Land Use Regulatory Board (HLURB).

Before the RTC, respondent contended that it is the HLURB which has jurisdiction over petitioner's complaint, hence, it filed a Motion to Dismiss the same. The RTC denied the motion.

Respondent thereupon filed a Petition for Certiorari and Prohibition with Application for Temporary Restraining Order and/or Preliminary Injunction[5] before the Court of Appeals which, by August 8, 2005 Decision,[6] set aside the February 6, 2004[7] Order of the trial court, it finding that the Verification of petitioner's Complaint before the RTC was defective and that the case is cognizable by the HLURB.

The appellate court having denied petitioner's motion for reconsideration by its Resolution dated October 17, 2005,[8]it filed the present Petition for Review.[9]

The petition has been submitted for decision following receipt of respondent's Comment[10] and petitioner's Reply.[11]

Now comes the parties "Joint Manifestation and Motion to Dismiss based on Compromise"[12] which, as priorly stated, prays for the dismissal of the petition. The parties' prayer is granted.

En passant, the parties' attention is invited to *National Commercial Bank of Saudi Arabia v. Court of Appeals*[13] wherein this Court held:

Under Article 1306 of the Civil Code, contracting parties may establish such stipulations, clauses, terms and conditions as they may deem convenient, provided they are not contrary to law, morals, good customs, public order, or public policy. Thus, a compromise agreement whereby the parties make reciprocal concessions to resolve their differences to thereby put an end to litigation is binding on the contracting parties and is expressly acknowledged as a juridical agreement between them. To have the force of *res judicata*, however, the compromise agreement must be approved by final order of the court.[14] (*Italics in the original, underscoring*

supplied)

WHEREFORE, as prayed for, the petition is DISMISSED.

SO ORDERED.

Quisumbing, (Chairperson), Carpio, Tinga, and Velasco, Jr., JJ., concur.

[1] Rollo, pp. 185-188.

[2] Id. at 189-191.

[3] Id. at 192-197.

[4] Records, Vol. I, pp. 1-7.

[5] CA rollo, pp. 2-29.

[6] Id. at 278-287. Penned by Justice Andres B. Reyes, Jr. with the concurrence of Justices Lucas P. Bersamin and Celia C. Librea-Leagogo.

[7] Records, Vol. I, pp. 40-42.

[8] CA rollo, p.317. Penned by Justice Andres B. Reyes, Jr. with the concurrence of Justices Lucas P. Bersamin and Celia C. Librea-Leagogo.

[9] Rollo, pp. 3-28.

[10] Id. at 145-159.

[11] Id. at 166-175.

[12] Id. at 185-188.

[13] G.R. No. 124267, January 17, 2005, 448 SCRA 340.

[14] Id. at 345.

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