

**REPUBLIC OF THE PHILIPPINES, PETITIONER, VS. THE HON.
LADISLAO PASICOLAN, JUDGE OF THE COURT OF FIRST INSTANCE
OF PAMPANGA (BRANCH II), JOSE P. INGAL AND MARCELIANO
CALIUAG, RES...**

G.R. No. 17365. May 31, 1961

Ponente: CONCEPCION, J.

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CONCEPCION, J.:

Original action for certiorari and mandamus, to annul an order of respondent Judge and to enjoin him to cause petitioner to be placed in possession of certain parcels of land.

On September 27, 1954, petitioner herein, the Republic of the Philippines, instituted Civil Case No. 763 of the Court of First Instance of Pampanga, entitled "Republic of the Philippines vs. Justice Jose Gutierrez David, et al.", for the expropriation of an estate of about 2,054 hectares, situated in San Luis, Pampanga, and more particularly described in the complaint therein filed, to be subdivided into home lots and family sized farms, in order to provide homes and means of livelihood to some 570 families of about 3,000 individuals and drive away dissidence and restore peace in the area. The complaint was amended on November 26, 1955, to include additional defendants and additional properties to be expropriated. On December 3, 1956, the complaint was further amended by the inclusion therein of Lots Nos. 2599, 2609 and 2625 of the San Luis Cadastre, San Luis, Pampanga, among the properties sought to be taken, and that of Cecilia Lagman Vda. de Salas, and Leonides, Josefa, Alberto, Pastora and Luz, all surnamed Salas—and hereinafter referred to as the Salases as alleged owners of said properties pursuant to a decision rendered in Cadastral Case No. 56 (L. R. C. Rec. No. 1979), dated November 26, 1956, and Original Certificate of Title No. 1898 of the office of the Register of Deeds of Pampanga. Forthwith, the Salases moved that the sum of P3,240, deposited by the Government as the provisional value of said lots, be paid to them, which was granted, whereupon the movants collected said amount.

Over two (2) months later, or on February 11, 1957, respondents herein, Jose P. Ingal and Marceliano Caliuag hereinafter referred to as intervenors—moved to intervene in the case and filed an opposition to the expropriation of the lots aforementioned. Meanwhile, or on or about January 19, 1957, the intervenors had filed in Cadastral Case No. 56 a petition for review of the said decision of November 26, 1956, adjudicating to the Salases the lots in question, upon the ground that the same belong to them (the intervenors). Before this petition for review could be heard, or on July 14, 1957, the Salases and the intervenors entered into a compromise agreement in both cases, whereby—after making reference to the aforementioned decision, to the provisional value received by the Salases in the expropriation proceedings, to the motion for review of said decision in the cadastral case and to the motion to intervene in the expropriation proceedings—they stipulated, *inter alia*:

"That, the parties herein desire to buy peace and stop the troubles of litigation in both Cadastral Case No. 56 and Civil Case No. 763, the object of which are cadastral Lots Nos. 2599, 2609, and 2625 of the San Luis Cadastre;

"That, the claimants, herein, represented by Leonides Salas, for himself and as attorney-in-fact of his co-parties, for having received from the Republic of the Philippines in Civil Case No. 763 the provisional value of the said parcels of land, do hereby waive, quitclaim, transfer, and convey, all the claimants' rights, interests, shares, and participations on Lots Nos. 2599, 2609, and 2625 of the San Luis Cadastre, in favor of the petitioners-intervenors, Marceliano Caliuag and Jose P. Ingal, share and share alike;

"That, petitioners-intervenors Marceliano Caliuag and Jose P. Ingal consider the payment by the Republic of the Philippines of the said provisional value as legal and valid payment;

x x x x

"That, claimants Cecilia Lagman Vda. de Salas, et als., shall not claim any further claim from the Republic of the Philippines affecting the said three (3) parcels of land; and petitioners-intervenors shall not claim against the Republic of the Philippines for the same provisional value paid to the herein claimants;

"That, the petitioners-intervenors shall remain party-defendants in Civil Case No. 763-for Expropriation; and the herein claimants shall withdraw therefrom as party-litigants:

"That, by virtue of this COMPROMISE AGREEMENT, all parties herein agree to have the three (3) parcels of land, namely Lots Nos. 2299, 2609, and 2625 of the San Luis Cadastre adjudicated to:

MARCELIANO CALIUAG, of legal age, married to Donata Ingal, Filipino, with residence and postal address at San Luis, Pampanga, and

JOSE P. INGAL, of legal age, married to Isabel Feliciano, Filipino, with residence and postal address at Calero, Morong, Rizal, share and share alike."

In view of this compromise agreement, on July 26, 1957, the Court of First Instance of Pampanga amended its above mentioned decision, in Cadastral Case No. 56, so as to adjudicate the lots in question to the intervenors, and Original Certificates of Title No. 1898 was cancelled, and, in lieu thereof, Transfer Certificate of Title No. 17396—R was issued in favor of said intervenors. Prior thereto, or on July 21, 1957, petitioner had filed in the expropriation case a motion praying for the delivery of several lots covered by said proceedings, including the lots in question. On February 8, 1960, petitioner filed another motion reiterating its prayer for the delivery of said lots, the provisional value thereof having already been collected by the Salases. Subsequently, or on March 21, 1960, petitioner moved that the intervenors be substituted in lieu of the Salases as parties-defendants, upon the ground that the former had stepped into the shoes of the latter in consequence of the compromise agreement aforementioned. The intervenors objected to both motions, which were denied by respondent Judge, in an order dated April 23, 1960. A reconsideration of this order having been, likewise, denied, petitioner instituted the present action for certiorari and mandamus upon the ground that in denying the motion for delivery of the possession of said lots, respondent Judge had acted without or in excess of jurisdiction and with abuse of discretion, and that there is no appeal or any other plain, speedy and adequate remedy in the ordinary course of law against the order of denial adverted to above.

Such order appears to be based mainly upon the premise that the intervenors, not the Salases, are the real parties in interest, insofar as the lots in question are concerned, because the original decision, in the cadastral case, in favor of the Salases, had been vacated, and the intervenors were declared therein lawful owners of the said lots. However, it appears, also, that respondent Judge had failed to give due weight and effect to the fact that said adjudication in favor of the intervenors was (as alleged in paragraph 10 of the petition herein and admitted by respondents herein) made "by virtue of the compromise agreement—and, hence, in compliance therewith, or as a consequence thereof—whereby the Salases waived, quitclaimed, transferred and conveyed all their "rights, interests, shares and participations in and to the lots in question in favor of the intervenors, and that (pursuant to

said paragraph 10 of the petition herein, the allegations of which are admitted in respondents' answer) by virtue of said compromise agreement, "Original Certificate of Title No. 1898", in favor of the Salases, "was cancelled and the ownership of Lots Nos. 2599, 2609 and 2625 were transferred" to the intervenors, "in whose favor Transfer Certificate of Title No. 17396—R was issued by the Register of Deeds of Pampanga", thus, the title of the intervenors in and to said lots was merely derived from the Salases. Otherwise, the former would have been issued an original certificate of title, instead of the transfer certificate of title they got.

Again it was explicitly stipulated in the compromise agreement that the intervenors considered as "legal and valid" the payment to the Salases of P3,240, as the provisional value of said lots, and that said intervenors would not claim such provisional value from the Government. Said payment to the Salases could not be valid, but the aforementioned sum would have to be refunded by them to the Government, under the principle of *solutio indebiti*, and the intervenors would be entitled to collect it from the Government, if the lots in question did not belong to the Salases at the time of the aforementioned payment. Said provisions of the compromise agreement necessarily imply, therefore, a recognition by the intervenors that the Salases owned the lots in question at such time.

In other words, in consequence of the compromise agreement, the intervenors became the successors in interest to the rights of the Salases, so that the admission made by the latter of petitioner's right to expropriate said lots is binding upon the former and their (intervenors') rights in the expropriation proceedings are now limited to the collection of the difference between the provisional value aforementioned and such amount as may eventually be fixed as the just compensation for the taking of the lots in question.

Lastly, being "legal and valid" said payment to the Salases should produce its legal effects. And what are they. The sum of P3,240 was deposited by the Government as a condition precedent to its right to take possession of said lots, pursuant to Rule 69, section 3, of the Rules of Court. The collection of said sum by the Salases was a recognition not merely of that right, which was perfected upon the making of said deposit, unless the court fixed another amount as the provisional value of the lots, but, also, of the compliance with said condition. It thus rendered such right effective and executory. As a consequence, in denying petitioner's motion for the delivery of the lots in question, respondent Judge has gravely abused his discretion and unlawfully excluded the petitioner from the use and enjoyment of a right to which it is entitled (Rule 67, sections 1 and 3, and Rule 69, section 3, of the Rules of Court).

Wherefore, the aforementioned order of April 23, 1960, is set aside and respondent Judge is hereby enjoined to cause petitioner herein, the Republic of the Philippines, to be placed in possession of Lots Nos. 2599, 2609 and 2625 of the San Luis Cadastre and to substitute Jose P. Ingal and Marceliano Caliuag, in lieu of Cecilia Lagman Vda. de Salas, and Leonides, Josefa, Alberto, Pastora and Luz, all surnamed Salas, as defendants in Civil. Case No. 763 of the Court of First Instance of Pampanga, with costs against said Jose P. Ingal and Marceliano Caliuag. It is so ordered.

Bengzon, C.J., Bautista Angelo, Labrador, Reyes, J.B.L., Paredes, De Leon, and Natividad, JJ., concur.

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