

GUILLERMO PERCIANO, JR., PETITIONER, HEIRS OF PROCOPIO TUMBALI, REPRESENTED BY LYDIA TUMBALI, RESPONDENTS.

G.R. No. 177346. April 21, 2009

Ponente: AUSTRIA-MARTINEZ, J.

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AUSTRIA-MARTINEZ, J.:

In Civil Case No. 2603 for Reconveyance with Damages, the Regional Trial Court (RTC) of Tuguegarao City, Branch IV, rendered a decision dismissing the complaint filed therein by the plaintiffs Enrica and Sofia Garunay. The RTC also rendered judgment on the counter-claim of the defendants, the heirs of the spouses Vicente Coballes and Juana Matammu, and ordered the plaintiffs to vacate the property subject of the dispute, which is situated in Buntun, Tuguegarao City and contains an area of 9,394 square meters.[1]

The defendants attempted execution of the decision, but it turned out that herein petitioner, Guillermo Perciano, Jr. who is not a party to Civil Case No. 2603, was occupying a portion of the subject property.

Petitioner then filed a special civil action for certiorari with the Court of Appeals (CA) praying for the issuance of a temporary restraining order and a writ of preliminary injunction. The CA, however, denied the petition for lack of merit.[2]

This prompted petitioner to file the present petition for review on certiorari. Pending resolution of the case, the parties submitted a Compromise Agreement dated September 2008,[3] which reads as follows:

COMPROMISE AGREEMENT

The undersigned parties assisted by their respective counsel and to this Honorable Court most respectfully manifest that they have finally settled their herein dispute in the following manner:

- That petitioner Guillermo Perciano, Jr. acknowledges and recognizes the absolute ownership and right of possession of respondent Lydia Tumbali on that parcel of land involved in this case which is covered by TCT No. T-67236.
- That, however, pursuant to their property arrangement, respondent Lydia Tumbali hereby cedes, transfers and conveys as she by these compromise agreement have ceded, transferred and conveyed unto petitioner Guillermo Perciano, Jr. 208 square meters southern portion of the above-mentioned parcel of land.
- That respondent Lydia Tumbali shall cause the transfer, at her expense, of the title of the aforementioned 208 square meters southern portion in the name of petitioner Guillermo Perciano, Jr.
- Petitioner shall relocate and transfer his house erected on the said land as soon as the title of the said 208 square meters southern portion of the land is transferred in his name and the owner's duplicate copy of the certificate of title of the land is surrendered and delivered to him.
- The parties have waived and renounced their claim for damages in their respective pleadings.

WHEREFORE, it is most respectfully prayed of this Honorable Court to approve the foregoing Compromise

Agreement and that a decision be rendered on the basis thereof.[4]

Attached to the Compromise Agreement is a Deed of Reconveyance executed by Lydia Tumbali, as the registered owner of the property, acknowledging and recognizing the absolute ownership of petitioner over 208 square meters of the southern portion thereof. The deed also "cedes, transfers and reconveys" said portion to petitioner.

Before acting on the Compromise Agreement, the Court required Tumbali to submit her written authority to enter into the Compromise Agreement on behalf of the other respondents.[5]

Tumbali then filed a Manifestation and Motion on February 27, 2009, asking that the submission of said authority be dispensed with inasmuch as the property subject of the Compromise Agreement had already been titled and registered in her name (TCT No. T-67236) as early as June 2, 1986 by virtue of an extrajudicial settlement of estate by and among the heirs of Procopio Tumbali, attaching therewith a certified true copy of TCT No. T-67236.[6]

Given the foregoing, and finding the Compromise Agreement to be in order and not contrary to law, morals, good customs and public policy, judicial approval thereof is in order.

WHEREFORE, judgment is hereby rendered in accordance with the Compromise Agreement dated September 2008, and the parties are enjoined to comply strictly and in good faith as well as with sincerity and honesty of purpose, with the terms, conditions and stipulations therein contained.

SO ORDERED.

Ynares-Santiago, (Chairperson), Austria-Martinez, Chico-Nazario, and Peralta, JJ., concur.

[1] Rollo, pp. 47-54.

[2] Rollo, p. 72.

[3] The Compromise Agreement does not bear a specific date. See rollo, p. 96.

[4] Rollo, pp. 96-97.

[5] Id. at 103-104, Resolution dated January 14, 2009.

[6] Id. at 105-110.

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