

GOV. ANTONIO P. CALINGIN, PETITIONER, VS. CIVIL SERVICE COMMISSION AND GRACE L. ANAYRON, RESPONDENTS.

G.R. No. 183322. October 30, 2009

Ponente: CHICO-NAZARIO, J.

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CHICO-NAZARIO, J.:

For consideration is a Joint Submission of Compromise Agreement with Manifestation[1] filed by the parties in this case, informing the Court that they have entered into a Compromise Agreement on 6 October 2008. Particularly, they aver:

That parties have already executed a Compromise Agreement on 6 October 2008, which agreement was entered in the Notarial Register of Atty. Kathlene Gonzales as Doc. No. 210; Page No. 42; Book No. III; Series of 2008; copy of which is hereto attached as Annex "A";

That this Compromise Agreement entered into by the parties is not contrary to law, morals, good custom and public policy.[2]

The parties pray that we consider the Compromise Agreement in the disposition of the present Petition and/or approve the same, and judgment be rendered in accordance with the terms thereof.

The Compromise Agreement is reproduced in full below:

COMPROMISE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Compromise Agreement entered into this x x x October 06, 2008, at Cagayan de Oro City, Philippines, by and between:

PROVINCE OF MISAMIS ORIENTAL, a local government unit (LGU) created and existing under the laws of the Republic of the Philippines, with official address at the Provincial Capitol, Cagayan de Oro City, herein represented by the Provincial Governor, HON. OSCAR S. MORENO, and therein (sic) after referred to as the PROVINCE;

-and-

GRACE L. ANAYRON, an Agriculturist II of the Provincial Government of Misamis Oriental, hereinafter referred to as the EMPLOYEE;

WITNESSETH:

WHEREAS, the PROVINCE, through then Gov. Antonio P. Calingin, is the Petitioner in a case entitled Gov. Antonio P. Calingin vs. Civil Service Commission and Grace L. Anayron, docketed as CA-G.R. SP No. 77210 before the Court of Appeals, Mindanao Station, while the EMPLOYEE is the Private Respondent therein;

WHEREAS, the subject of the said petition before the Court of Appeals are the Civil Service Commission

Resolutions Nos. 02-1530 and 03-0431, dated December 3, 2002 and March 31, 2003, respectively, ordering the reinstatement and payment of back salaries and other benefits to EMPLOYEE covering the period from July 12, 1999 to December 31, 2006;

WHEREAS, on April 17, 2006 the EMPLOYEE was reinstated back to work at the Provincial Agriculture Office (PANRO), Province of Misamis Oriental with the position [of] Agriculturist II, Salary Grade 15;

WHEREAS, on June 19, 2008 said petition of the PROVINCE was elevated to the Supreme Court on a Petition for Review and docketed as G.R. No. 183322 (Gov. Antonio P. Calingin vs. Civil Service Commission and Grace L. Anayron);

WHEREAS, after due consideration and for the best interest of the parties, the PROVINCE and EMPLOYEE agreed to settle the case and that the former shall pay the latter a full and final settlement amount in PESOS: ONE MILLION (PhP 1,000,000.00) representing Employee's back salaries and other benefits covering the period stated in the preceding paragraph;

WHEREAS, the PROVINCE shall pay the GSIS, PAG-IBIG, PHILHEALTH and SCC premiums of the EMPLOYEE, which amounts to PhP 100,000.00 based and/or computed on the settlement amount which is PhP 1,000,000.00, should there be any excess to the amount of PhP 100,000.00, the excess shall be borne/paid by the employees (sic);

WHEREAS, EMPLOYEE unequivocally agreed that the payment of ONE MILLION PESOS (PhP 1,000,000.00) shall be on October 10, 2008;

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenant thereafter set forth, the parties have agreed as they thereby agrees as follows:

- That EMPLOYEE shall receive from PROVINCE the payment of the settlement amount in PESOS: ONE MILLION PESOS (PhP1,000,000.00), on October 10, 2008;
- That the PROVINCE shall pay the GSIS, PAG-IBIG, premiums/contributions of the EMPLOYEE in the amount of PhP100,000.00 covering the period July 12, 1999 to December 31, 2006 and any excess to the amount of PhP100,000.00 shall be borne/paid by the EMPLOYEE;
- That this settlement is with prejudice, and the payment by the PROVINCE to EMPLOYEE of the settlement amount in PESOS: ONE MILLION (PhP1,000,000.00) shall be the full and final settlement representing EMPLOYEE'S back salaries and other benefits pursuant to above-mentioned Civil Service Commission Resolution Nos. 02-1530 and 03-0431 dated December 3, 2002 and March 31, 2003, respectively;
- That in consideration for (sic) the settlement amount due to EMPLOYEE in PESOS: ONE MILLION (PhP1,000,000.00), the latter, her successors, and assigns hereby waive, renounce, quitclaim, release and discharge PROVINCE and all its officers forever and irrevocably from any and all claims, rights and interests which EMPLOYEE may have, arising from the above-mentioned cases;
- That the parties shall undertake a joint manifestation to be filed with the Civil Service Commission and the Supreme Court, informing said Honorable Office and Honorable Court, respectively, of this Joint (sic) Compromise Agreement, with a copy of the same attached thereto;
- That this Compromise Agreement shall be effective upon the approval by the Sangguniang Panlalawigan of Misamis Oriental.

IN WITNESS WHEREOF, the parties have thereunto set their hands this October 06, 2008 in Cagayan de Oro City.

(Sgd.) (Sgd.)

OSCAR S. MORENO GRACE L. ANAYRON

Representing PROVINCE EMPLOYEE

Signed In The Presence Of:

(Sgd.)

(Sgd.)

_____ and _____

PABLO P. MAGTAJAS**REV. FR. FREDBERTO RANAN[3]**

In a Resolution[4] dated 9 December 2008, this Court required the Office of the Solicitor General (OSG), for respondent Civil Service Commission (CSC), to comment on the aforementioned Compromise Agreement.

By way of compliance, the OSG filed on 1 April 2009 the required Comment[5] on the Compromise Agreement. In its Comment, the OSG stated that the provisions of said agreement warranted clarification as to (1) whether or not the subject Compromise Agreement had been approved by the Sangguniang Panlalawigan of the Province of Misamis Oriental; (2) whether or not the Sangguniang Panlalawigan of the Province of Misamis Oriental had already approved and appropriated the necessary public funds for the payment of the backwages and other benefits of private respondent Anayron; and (3) the actual date of reinstatement of the latter.

On 4 June 2009, the Province of Misamis Oriental, through its incumbent Governor, Oscar S. Moreno (Gov. Moreno), filed a Manifestation,[6] addressing the aforementioned concerns of the OSG. Attached to Gov. Moreno's Manifestation were certified true copies of the following documents intended to clarify the legal soundness of the Compromise Agreement:

(1) ORDINANCE NO. 1075-2008,[7] approved on 13 October 2008, entitled "APPROPRIATING THE AMOUNT OF ONE MILLION ONE HUNDRED THOUSAND PESOS (P1,100,000.00) FOR THE BACKWAGES AND OTHER BENEFITS OF MS. GRACE L. ANAYRON, AGRICULTURIST II OF THE PROVINCIAL AGRICULTURE OFFICE TO BE TAKEN FROM RESERVE FOR PERSONNEL BENEFITS." - This issuance by the Sangguniang Panlalawigan of Misamis Oriental approved and appropriated the amount of P1,100,000.00 for the payment of private respondent Anayron's backwages and other benefits per the Compromise Agreement signed by the latter and Gov. Moreno, for and in behalf of the Province of Misamis Oriental.

(2) RESOLUTION NO. 144-2009,[8] approved on 4 May 2009, entitled "A RESOLUTION CONFIRMING THE COMPROMISE AGREEMENT ENTERED INTO BY THE PROVINCIAL GOVERNMENT OF MISAMIS ORIENTAL, REPRESENTED BY THE PROVINCIAL GOVERNOR HON. OSCAR S. MORENO WITH GRACE L. ANAYRON, AGRICULTURIST II OF THE PROVINCIAL GOVERNMENT OF MISAMIS ORIENTAL RELATIVE TO THE LATTER'S CLAIM FOR BACKWAGES AND OTHER BENEFITS." - In the preceding resolution, the Sangguniang Panlalawigan of Misamis Oriental resolved to confirm the Compromise Agreement entered into by and between private respondent Anayron and Gov. Moreno, for the Province.

(3) A Certification[9] dated 6 May 2009, issued by the Office of the Provincial Accountant, to the effect that the

payment for private respondent Anayron's back salaries and other benefits commenced from 13 July 1999 up to 16 April 2006 only. From 17 April 2006, when private respondent Anayron was officially reinstated to her old position, until 31 December 2006, she was paid her salaries and other benefits based on actual services rendered.

The OSG filed on 11 August 2009 a Comment[10] on Gov. Moreno's Manifestation. On the basis of the certified true copies of the documents attached to the said Manifestation, the OSG submitted that it no longer had any reservation to the approval of the subject Compromise Agreement.

A compromise agreement is a contract whereby the parties, by making reciprocal concessions, avoid a litigation or put an end to one already commenced.[11] It contemplates mutual concessions and mutual gains to avoid the expenses of litigation; or when litigation has already begun, to end it because of the uncertainty of the result.

The validity of a compromise agreement is dependent upon its fulfillment of the requisites and principles of contracts dictated by law; and its terms and conditions must not be contrary to law, morals, good customs, public policy and public order.[12]

After a review of the terms of the Compromise Agreement between the parties herein, we find that it has been validly executed in accordance with the foregoing requirements.

WHEREFORE, it appearing that the Compromise Agreement in this case is not contrary to law, morals, good customs, public morals and public policy, the same is hereby approved and adopted as the decision of this Court.

The parties are hereby ordered to faithfully comply with the terms and conditions of said agreement.

This case is considered closed and terminated. No costs.

SO ORDERED.

Puno, C.J., Quisumbing, Carpio, Brion, Peralta, Bersamin, and Abad, JJ., concur.

Corona, Carpio Morales, Velasco, Jr., Nachura, Leonardo-De Castro, and Del Castillo, JJ., on official leave.

[1] Rollo, pp. 107-111.

[2] Id. at 107.

[3] Id. at 112-114.

[4] Id. at 116.

[5] Id. at 134-140.

[6] Id. at 143-146.

[7] Id. at 150-151.

[8] Id. at 152-153.

[9] Id. at 154.

[10] Id. at 165-167.

[11] Civil Code, Art. 2028.

[12] Rivero v. Court of Appeals, G.R. No. 141273, 17 May 2005, 458 SCRA 714, 735.

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