

HEIRS OF ALFREDO ZABALA, REPRESENTED BY MENEGILDA ZABALA, ROLANDO ZABALA, MANUEL ZABALA, MARILYN ZABALA, AND ADELINA ZABALA, PETITIONERS, VS. HON. COURT OF APPEALS, VICENTE T. M...

G.R. No. 189602. May 06, 2010

Ponente: NACHURA, J.

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NACHURA, J.:

The parties to this Petition for Certiorari seek this Court's approval of their Compromise Agreement.

On April 1, 2002, respondent Vicente T. Manuel filed a Complaint[1] for ejectment with damages against Alfredo Zabala before the Municipal Trial Court in Cities (MTCC) of Balanga, Bataan. Respondent alleged that he was in actual and peaceful possession of a fishpond (Lot No. 1483) located in Ibayo, Balanga City. On October 15, 2001, Zabala allegedly entered the fishpond without authority, and dumped soil into the fishpond without an Environment Compliance Certificate. Zabala continued such action until the time of the filing of the Complaint, killing the crabs and the bangus that respondent was raising in the fishpond. Thus, respondent asked that Zabala be restrained from touching and destroying the fishpond; that Zabala be ejected therefrom permanently; and for actual and moral damages and attorney's fees.

Zabala promptly moved for the dismissal of the Complaint for non-compliance with the requirement under the Local Government Code to bring the matter first to barangay conciliation before filing an action in court.[2]

Respondent subsequently filed a Motion for Judgment[3] on the ground of petitioner's failure to file a responsive pleading or answer.

The MTCC, in an Order dated May 27, 2003, granted Zabala's motion and dismissed the Complaint, holding that respondent indeed violated the requirement of barangay conciliation.[4]

Respondent then appealed the ruling to the Balanga, Bataan Regional Trial Court (RTC).

In a decision dated March 30, 2004,[5] the RTC reversed the MTCC's May 27, 2003 Order and rendered judgment directing Zabala, his heirs or subalterns to immediately vacate Lot No. 1483 and restore respondent to his peaceful possession thereof. The RTC also directed Zabala to pay respondent actual damages, moral damages, and attorney's fees. The RTC found that Zabala did not, in fact, file an answer to the Complaint. Thus, under Section 6 of the Revised Rules on Summary Procedure, respondent was entitled to judgment on the pleadings. Based on the allegations in respondent's Complaint, the RTC held that respondent was entitled to the reliefs prayed for.

Zabala then filed a Petition for Review before the Court of Appeals (CA).

On December 19, 2008, the CA promulgated a Decision[6] upholding the RTC's reversal of the MTCC's Order. The CA held that, based on the allegations in the Complaint, the requirement for prior conciliation proceedings

under the Local Government Code was inapplicable to the suit before the MTCC, the action being one for ejectment and damages, with application for a writ of preliminary injunction, even without the use of those actual terms in the Complaint. However, the CA granted Zabala's prayer for the deletion of the awards for actual and moral damages, and for attorney's fees.

Zabala filed a Motion for Reconsideration, which the CA denied in a Resolution dated August 26, 2009.

On October 9, 2009, Zabala's heirs filed this Verified Petition for Certiorari.[7] They prayed for the annulment of the CA's December 19, 2008 Decision and August 26, 2009 Resolution, and for the reinstatement of the MTCC's May 27, 2003 Order. In the alternative, they prayed that the Court remand the records to the MTCC, so that they could file their Answer, and that due proceedings be undertaken before judgment.

In a Resolution dated November 18, 2009, respondents were required to file their Comment on the Petition.

The parties now present before this Court a Compromise Agreement, viz.:

COMPROMISE AGREEMENT

THE PARTIES represented by their lawyers, respectfully submit the following compromise agreement:

1. Private respondents acknowledge that the owner of the subject parcel of land and the improvements thereon are the petitioners[;]
2. Private respondents filed an ejectment case against the said owners before the lower court which granted the reliefs sought for (due to failure of petitioners to file their answer)[;]
3. For and in consideration of the amount of Two Hundred Thousand Pesos (P200,000.00), receipt of the same is acknowledged hereof, private respondents hereby abandon the decision rendered in their favor by the lower courts and instead waive all their rights and interests to the subject property particularly their right to possession of the same and thus, hereby assure that petitioners Zabalas will have a peaceful, continuous and notious (sic) possession of the subject property.

WHEREFORE, it is respectfully prayed of the Honorable Court that this Compromise Agreement be duly approved.

Balanga City for Manila, April 8, 2010.

For the petitioner heirs of Alfredo Zabala

For the respondents Vicente Manuel and/or Heirs of Vicente Manuel

By:

By:

(Signed)

(Signed)

MENEGILDA ZABALA

PERFECTA MANUEL

Assisted by:

Assisted by:

(Signed)

(Signed)

ATTY. VICTOR P. DE DIOS, JR.

ATTY. ANTONIO M. ORTIGUERA

Counsel for petitioners

Counsel for respondents[8]

Under Article 2028 of the Civil Code, a compromise agreement is a contract whereby the parties, by making reciprocal concessions, avoid litigation or put an end to one already commenced. Compromise is a form of amicable settlement that is not only allowed, but also encouraged in civil cases.[9]

Contracting parties may establish such stipulations, clauses, terms, and conditions as they deem convenient, provided that these are not contrary to law, morals, good customs, public order, or public policy.[10]

Thus, finding the above Compromise Agreement to have been validly executed and not contrary to law, morals, good customs, public order, or public policy, we approve the same.

WHEREFORE, the foregoing premises considered, the Compromise Agreement is hereby APPROVED and judgment is hereby rendered in accordance therewith. By virtue of such approval, this case is now deemed TERMINATED. No pronouncement as to costs.

SO ORDERED.

Puno, (Chairperson), Velasco, Jr., Peralta, and Mendoza, JJ., concur.

[1] Rollo, pp. 12-14.

[2] Id. at 16.

[3] Id. at 17-18.

[4] Order; id. at 19-20.

[5] Id. at 22-25.

[6] Penned by Associate Justice Amelita G. Tolentino, with Associate Justices Japar B. Dimaampao and Sixto C. Marella, Jr., concurring; id. at 43-51.

[7] Rollo, pp. 3-11.

[8] Id. at 59.

[9] *Harold v. Aliba*, G.R. No. 130864, October 2, 2007, 534 SCRA 478, 486.

[10] CIVIL CODE, Art. 1306.

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