PEOPLES GENERAL INSURANCE CORP. (FORMERLY: PEOPLE’S TRANS-EAST ASIA INSURANCE CORP.), PETITIONER, VS. COL. FELIX MATEO A. RUNES, RESPONDENT.

G.R. No. 212092. April 08, 2015

Ponente: MENDOZA, J.

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MENDOZA, J.:

On June 25, 2014, the Court denied the petition for review on certiorari for failure of the petitioner to show any reversible error in the challenged decision of the Court of Appeals (CA) in CA-G.R. CV No. 93649, which affirmed the judgment of the Regional Trial Court, Branch 19, Manila (RTC) in Civil Case No. 01-101210 rendered in favor of respondent Col. Felix Mateo A. Runes (Col. Runes).

Before there could be an entry of judgment, the opposing parties reached an amicable settlement on January 14, 2015 to end the present controversy. They submitted to the Court the Joint Motion for Judgment Based on Attached Compromise Agreement,[1] the terms and conditions of which are as follows:

> COL. FELIX MATEO A. RUNES, Filipino, of legal age, a resident of 4710 Rd. 2 V. Mapa Sta. Mesa, Sampaloc, Manila, hereinafter referred to as the FIRST PARTY;
>
> -and-
> PEOPLE'S GENERAL INSURANCE CORPORATION, a corporation duly organized and existing under and by virtue of Philippine laws, with office address at 420 Calle Magallanes, Intramuros, Manila, represented in this act by the Chairman of its Board of Directors, ERNESTO J. DEL ROSARIO, hereinafter referred to as the SECOND PARTY.
>
> WITNESSETH that:
> WHEREAS, the FIRST PARTY filed an action for Sum of Money with Damages against the SECOND PARTY and Spouses Ver and Jovencia Manuzon ("SPOUSES MANUZON"), doing business under the name and style of Empherical Construction, which case was assigned to Branch 19 of the Regional Trial Court of Manila, and docketed therein as Civil Case No. 01-101210. The SECOND PARTY was impleaded in the said case under the Performance Bond it issued in favor of the FIRST PARTY in the amount of Php1,470,134.70;
>
> WHEREAS, on 28 July 2008, the Regional Trial Court of Manila, Branch 19, rendered a judgment in favor of the FIRST PARTY, the dispositive portion of which reads as follows:
>
> "WHEREFORE, in view of the foregoing, this court finds for the plaintiff and against the defendants-spouses Manuzon doing business under the name and style of Empherical Construction and People's General Insurance Corporation (formerly People's Trans-East Asia Insurance Corporation, which are hereby jointly and severally ordered as follows:
>
> - The defendants to pay the sum of not less than P1,047,000.00 representing plaintiffs overpayments with legal interest from the filing of this case until fully paid;
>
> - The defendants to pay the plaintiff the sum of not less than Php300,000.00 as actual damages with legal

interest from the filing of this case until fully paid;

- The defendants to pay the plaintiff the sum of not less than 1/10 of 1% of the total remaining' works for every day of delay as liquidated damages;

- The defendants to pay the plaintiff the sum equivalent to not less than 15% of plaintiffs total claims as and for attorney's fees.

SO ORDERED."

WHEREAS, the said judgment in Civil Case No. 01-101210 was affirmed by the Court of Appeals in CA-G.R. CV No. 93649, with modification in that the award of attorney's fees was set aside. In the Decision of the Court of Appeals, it was categorically stated that the SECOND PARTY is jointly and severally liable with the Spouses Manuzon to the extent of the bond which is in the amount of Php1,470,34-70;

WHEREAS, in SC G.R. No. 212092, the Supreme Court likewise affirmed the decision of the Court of Appeals by denying the SECOND PARTY's Petition for Review. The SECOND PARTY moved for the reconsideration on the said denial, and is now deemed submitted for resolution;

WHEREAS, to put an end to expenses and inconvenience of a prolonged litigation, and not as an admission of any liability, the parties have mutually decided to amicably settle the aforesaid Civil Case under just and equitable terms.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties agree as follows:

- The SECOND PARTY shall pay the FIRST PARTY, the amount of ONE MILLION PESOS (Php1,000,000.00), payable in six monthly instalments of One Hundred Sixty Six Thousand Six Hundred Sixty Six Pesos and 67/100 (Php166,666.67);

- To cover the above-mentioned monthly payments, the SECOND PARTY will issue in favor of the FIRST PARTY twelve checks, to wit:

DATE

PAYEE

AMOUNT

January 12, 2015

FELIX MATEO A. RUNES

Php83,333.33

January 12, 2015

ATTY. MANUEL N. CAMACHO

83,333.33

February 20, 2015

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FELIX MATEO A. RUNES

83,333.33

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FELIX MATEO A. RUNES

83,333.33

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April 20, 2015

FELIX MATEO A. RUNES

83,333.33

April 20, 2015

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May 20, 2015

FELIX MATEO A. RUNES

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- Upon the execution of this Compromise Agreement, both parties will sign and execute a "Joint Motion for Judgment Based on Compromise Agreement" which will be submitted to the Supreme Court for its approval;

- The payment of the said amount shall represent full and final satisfaction of all the claims of the FIRST PARTY in the aforesaid civil case and any other claim that may arise out of the transactions subject thereof; Thus, for and in consideration of the foregoing circumstances and of the total sum above, the FIRST PARTY, freely, voluntarily and forever releases, discharges, acquits and waives all claims against the SECOND PARTY from all actions, claims and demands whatsoever in law or in equity, whether civil, criminal, administrative or otherwise;

- It is understood that should the SECOND PARTY default in at least two installments, the entire amount of One Million Pesos (Php1,000,000.000) or the outstanding balance of the obligation if payment/s have been made, shall become due and demandable and the FIRST PARTY shall forthwith be entitled to the issuance of a writ of execution for the payment of the unpaid amount;

- Both parties, through their respective duly authorized representatives have read this Agreement and all its terms and conditions carefully and they acknowledge that the same is entered into free of duress, force, misinterpretation, intimidation, and any and all other forms of vice of consent.

IN WITNESS WHEREOF, the parties have hereunto signed this COMPROMISE AGREEMENT, this 14[th] day of January, 2015 in_____ , Philippines.

(Sgd)
COL. FELIX MATEO A. RUNES

(Sgd)
PEOPLE'S GENERAL INSURANCE CORPORATION

By:
ERNESTO J. DEL ROSARIO

Assisted By:

(Sgd)
ATTY. MANUEL N. CAMACHO
Counsel for Respondent

xxx.

WHEREFORE, it appearing that the Compromise Agreement is not contrary to law, morals, good customs, public policy and public order, the Joint Motion for Judgment Based on Attached Compromise Agreement is GRANTED, The Compromise Agreement 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 the said agreement.

The case is considered CLOSED and TERMINATED, but without prejudice to the rights, if any, of other parties. No Costs.

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SO ORDERED.

Carpio (Chairperson), Brion, Del Castillo, Mendoza, and Leonen, JJ., concur.

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[1] Rollo, pp. 189-200.

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