

**RAYMUNDO MERIS MORALES, PLAINTIFF AND APPELLANT, VS.
NEMESIO FONTANOS AND LORENZO CARLITOS AS ACTING
REGISTER OF DEEDS OF THE PROVINCE OF PANGASINAN DURING
THE YEAR 1930, DEFEND...**

G. R. No. 43299. January 29, 1937

Ponente: AVANCENA, C.J.

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AVANCENA, C.J.:

A demurrer to the complaint, based on the ground that the allegations contained therein did not constitute a cause of action, was filed in this case. On September 15, 1934, the court sustained the demurrer and the plaintiff was granted time to amend the complaint. On the 8th of the following October, the plaintiff presented another amended complaint which was demurred to also on the ground that the allegations contained therein did not constitute a cause of action. On the 20th of the same month of October, the court sustained the demurrer and granted the plaintiff further time to amend his complaint. Inasmuch as the plaintiff failed to amend his complaint within the period granted him, the court dismissed it on November 28th of said year. The plaintiff duly excepted to both the order of October 20 sustaining the demurrer to the amended complaint and that of November 28 dismissing the case.

The only question raised in this appeal is whether or not the allegations contained in the amended complaint constitute a sufficient cause of action and, consequently, whether or not the order of the court sustaining the demurrer to the amended complaint is erroneous.

The allegations of the amended complaint are substantially as follows: That on June 11, 1930, the plaintiff brought a civil action, No. 5880, against the defendant in the Court of First Instance of Pangasinan, praying for the annulment of a contract of pacto de retro sale of a parcel of land, being in reality a contract of usurious loan; that pending said action in the Court of First Instance, the parties entered into an agreement whereby the plaintiff bound himself to withdraw the action brought by him, the defendant delivering the sum of P3,500 to the plaintiff in addition to another sum of P3,500 already received by the latter prior thereto, making P7,000 the total amount thereof as the selling price of the land in question, on condition that the plaintiff could redeem the sale within the period of three years; that by virtue of this, stipulation, the plaintiff asked for the dismissal of the action which the court did on August 20, 1931; that subsequently and within the stipulated period of three years, the plaintiff offered to redeem the sale but the defendant refused it.

It is prayed in this case that the compromise made by the plaintiff and the defendant by virtue of which the action brought in the Court of First Instance was dismissed, as well as the sale with pacto de retro the nullity of which was sought in said action, be declared null and void.

The allegations of the complaint, as stated briefly, are insufficient to support this petition.

The compromise had between the plaintiff and the defendant by virtue of which the case in the Court of First

Instance was dismissed, is strictly that defined in article 1809 of the Civil Code. This kind of compromise has, with respect to the parties, the authority of res judicata (art. 1816, Civil Code). It cannot be annulled unless it is vitiated by error, deceit, violence or forgery of documents, and it is not alleged that said circumstances were present therein (art. 1817, Civil Code). Refusal to consent to the stipulated redemption is no ground for the annulment of the compromise. The only action open to the appellant is to demand the enforcement thereof.

On the other hand, as this compromise has the nature of res judicata, the sale the nullity of which was sought by the appellant in the dismissed civil action, cannot again be submitted to the court for consideration because it was precisely the question compromised.

For the foregoing considerations, the appealed judgment is affirmed, with the costs to the appellant. So ordered.

Vilia-Real, Abad Santos, Imperial, Diaz, Laurel, and Concepcion, JJ., concur.

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