

**SPOUSES FRANCISCO K. REDOR AND ANGELINA C. REDOR,
PETITIONERS, VS. COURT OF APPEALS, AND ERLINDA QUINTO,
ROBERTO QUINTO, CARMENCITA QUINTO, AND FERNANDO QUINTO,
RESPONDENTS.**

G.R. No. 50419. October 27, 1983

Ponente: GUERRERO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-50419/>

GUERRERO, J.:

Petitioners spouses Francisco K. Redor and Angelina C. Redor and private respondents Erlinda Quinto, Roberto Quinto, Carmencita Quinto and Fernando Quinto, assisted by their counsel, Atty. H. A. Jambora, have filed a Joint Motion for Approval of Compromise Agreement dated September 27, 1983 submitting therewith their Compromise Agreement executed September 27, 1983 in Quezon City, Metro Manila, setting forth therein the terms and conditions for the amicable settlement of the legal controversy over the ownership of the land at issue in the above-entitled case, which Compromise Agreement reads as follows:

"COMPROMISE AGREEMENT

This Compromise Agreement entered into this 26th day of September 1983 in Quezon City, Metro Manila, by and between, the:

SPOUSES FRANCISCO K. REDOR and ANGELINA C. REDOR, both of legal age, married with residence at No. 7 Palm Court, Pasay City, MM, hereinafter referred to as FIRST PARTY;

- and -

ROBERTO, FERNANDO, CARMENCITA and ERLINDA all surnamed QUINTO, all of legal ages and residents of Bo. Kaingin, Balintawak, Quezon City, hereinafter referred to as SECOND PARTY.

WITNESSETH:

WHEREAS, the FIRST PARTY is the registered owner of Lot No. 4602-B-2-B, Subdivision Survey Plan (LRC) Psd-1829, covered by T.C.T. No. 145898, situated in Kaingin, Balintawak, Quezon City, with an area of ONE THOUSAND THREE HUNDRED SIXTY FOUR (1,364) Square Meters;

WHEREAS, the SECOND PARTY, as brothers and sisters instituted separately through different counsels an Adverse Claim in 1975 and a Complaint of Reconveyance in 1978 on the titled real property of the FIRST PARTY which began a series of appeals and other special civil action cases in the Courts of First Instance to the Court of Appeals and to the Supreme Court;

WHEREAS, in order to end these legal controversies over the ownership of the land at issue between and among the parties herein, the SECOND PARTY, through the intervention and mediation of one prospective buyer to the property, approached and proposed to the FIRST PARTY a desire to amicably settle the controversies and the FIRST PARTY after due considerations to the proposal, is amenable to the amicable

settlement;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreement hereunder specified, the parties hereto agree as follows:

1. That the SECOND PARTY pursuant to their desire, will change and/or substitute their present counsels representing them in both cases with a new counsel provided that all the legal procedures on substitution shall be observed and the SECOND PARTY shall furnish the FIRST PARTY the proper proofs of the substitution;
2. The SECOND PARTY as complainants in case AC-G.R. No. 00301 shall file a motion with the Intermediate Appellate Court praying for a court judgment on the Amicable Settlement based on this Compromise Agreement which shall be attached thereto;
3. The FIRST PARTY, as petitioners in case G.R. No. L-50419 shall file a motion with the Supreme Court praying for a court resolution on the amicable settlement based on this Compromise Agreement which shall be attached thereto;
4. After the receipt of the duplicate originals of the motions stamped "received" by both Courts of record, the FIRST PARTY shall pay the sum of Seventy Five Thousand (P75,000.00) Pesos to the SECOND PARTY as part of and as an advance payment to the agreed total sum of One Hundred Fifty Thousand (P150,000.00) Pesos which is the agreed total amount of considerations to the amicable settlement payable by the FIRST PARTY to the SECOND PARTY;
5. That after the initial and first payment mentioned in the preceeding paragraph, the SECOND PARTY shall, within but not to exceed the period of twenty (20) calendar days, voluntarily and automatically leave and vacate the premises comprising the whole area of the lot in question and transfer to the FIRST PARTY full and absolute possession of the property under the original concept of sale and true owner;
6. That after the receipt by both parties herein of the judgments duly issued by the two (2) courts of record favorable to the amicable settlement based on this Compromise Agreement, the FIRST PARTY shall pay the SECOND PARTY the balance of Seventy Five Thousand (P75,000.00) Pesos as full payment to the consideration mutually agreed upon by the parties hereto and henceforth thereafter, the SECOND PARTY and their assigns and/or successors-in-interest shall waive, forfeit all interests and renounce all claims and rights whatsoever on the said property and shall forever recognize the FIRST PARTY as the rightful and legal owner thereof.

IN WITNESS WHEREOF, the parties have herewith signed this Compromise Agreement this 27th day of September 1983 at Quezon City, Metro Manila, Philippines.

(SGD.) ANGELITA C. REDOR (SGD.) ROBERTO QUINTO

(SGD.) FERNANDO QUINO

(SGD.) FRANCISCO K. REDOR (SGD.) CARMENCITA QUINTO

(SGD.) ERLINDA QUINTO

(FIRST PARTY) (SECOND PARTY)

SIGNED IN THE PRESENCE OF:

(SGD.) MERCELETA R. FOZ (SGD.) SANTIAGO JAMBORA

ACKNOWLEDGMENT

BEFORE ME a Notary Public in and for Quezon City this 27th day of September 1983, personally appeared the following:

- a) ANGELITA C. REDOR, with Res. Cert. No. 4502817 (TAN____) issued at Siniloan, Laguna on Jan. 13, 1983;
- b) FRANCISCO K. REDOR with Res. Cert. No. 4502816 (TAN____) issued at Siniloan, Laguna on Jan. 13, 1983;
- c) ROBERTO QUINTO, with Res. Cert. No. 3562707 (TAN____) issued at Quezon City on Jan. 21, 1983;
- d) FERNANDO QUINTO, with Res. Cert. No. 15815485 (TAN____) issued at Quezon City on Sept. 26, 1983;
- e) CARMENCITA QUINTO with Res. Cert. No. 265171 (TAN____) issued at Quezon City on Jan. 7, 1983;
- f) ERLINDA QUINTO, with Res. Cert. No. 5272667 (TAN____) issued at Quezon City on Jan. 18, 1983.

All known to me to be the same persons who executed the foregoing Compromise Agreement, consisting of two pages, signed by the parties and their instrumental witnesses on the left hand margin on page 1 and at the bottom on page 2 and on each and every page hereof and who acknowledge, that the same is their free act and deed.

WITNESS MY HAND a Notarial Seal this 27th day of September 1983, in Quezon City.

(SGD.) DIONILO D. MARFIL

Notary Public

Until December 31, 1983

PTR No. 12-029

Doc. No. 339;

Page No. 68;

Book No. 69;

Series of 1983."

Finding the above Compromise Agreement not contrary to law, public order, public policy, moral and good custom, the same is hereby approved. Judgment is hereby rendered in conformity with and embodying the terms and conditions mentioned in the above Compromise Agreement. Parties are hereby enjoined to comply strictly with the terms and conditions of said agreement. No pronouncement as to costs.

SO ORDERED.

Makasiar, (Chairman), Aquino, Concepcion, Jr., Abad Santos, and Escolin, JJ., concur.
De Castro, J., on leave.

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