

**CASIMIRO V. ARKONCEL, JR., IN HIS CAPACITY AS THE
ADMINISTRATOR OF THE ESTATE OF CASIMIRO F. ARKONCEL,
PETITIONERS, VS. HON. ALFREDO J. LAGAMON, PRESIDING JUDGE
OF THE CFI OF DA...**

G.R. No. 50526. December 04, 1991

Ponente: BIDIN, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-50526/>

BIDIN, J.:

This is a petition for certiorari with preliminary injunction seeking that the orders of respondent judge dated December 13, 1978 and January 12, 1979 in Special Case No. 2079, Court of First Instance of Davao City, be declared null and void and set aside, with costs against the respondent Investors' Finance Corporation (FNCB Finance).

The order dated December 13, 1978 reads:

"The Compromise Agreement forged between the Intestate Estate of Casimiro F. Arkoncel, Sr., represented by its administrator, Casimiro V. Arkoncel, Jr., and the FNCB Finance Corporation, having become final and executory, the motion for execution filed by the plaintiff thru counsel should be, as it is hereby, granted.

WHEREFORE, let a writ of execution issue forthwith."

The order of January 12, 1979 denied the Motion for Reconsideration filed by petitioner for lack of merit.

The antecedents of the case are as follows:

The late Casimiro F. Arkoncel died intestate on July 20, 1976 at Davao City (his residence at the time of his death), leaving behind an estate with a probable value of about P241,020.00. On November 24, 1976, a petition for letters of administration seeking, among others, for the appointment of the widow Maria V. Vda. de Arkoncel as administrator over the intestate estate of the deceased, was filed by one of the heirs, Nenita C. Valdez, and docketed as Special Case No. 2079 in the Court of First Instance of Davao City, Branch I. All the other heirs manifested their conformity to the appointment of the surviving spouse, Maria V. Vda. de Arkoncel.

In the order dated April 1, 1977, the intestate Court* identified the heirs of the deceased Casimiro F. Arkoncel as Maria V. Vda. de Arkoncel, widow; Casimiro V. Arkoncel, Jr., son; Florencio V. Arkoncel, son; Maria V. Arkoncel, daughter; and Nenita Carpio Valdez, daughter, but appointed Casimiro V. Arkoncel, Jr., the eldest son, as the judicial administrator without bond instead of Maria V. Vda. de Arkoncel, the widow and ordered the issuance to him of letters of administration. In the same order, the Court of First Instance allowed him one year within which to dispose of the estate and to pay the debts of the deceased. The letters of administration issued on April 11, 1977 gives Casimiro V. Arkoncel, Jr., petitioner herein, full authority as Administrator of the estate of Casimiro F. Arkoncel, to take possession of all the property of said deceased and to perform all other acts necessary for the preservation of said property.

On July 5, 1977, the intestate court issued an order giving notice to all persons having money claims against the decedent Casimiro F. Arkoncel, "arising from contract, express or implied, whether the same be due, not due or contingent, all claims for funeral expenses and expenses of the last sickness of the said decedent, and judgment for money against him to file them in the Office of the Clerk of Court within six (6) months after the date of the first publication of the notice" in the Mindanao Mail, a newspaper of general circulation in the City and Province of Davao, wherein the notice was to be published once a week for three consecutive weeks.

In compliance with the order of the intestate court, FNCB Finance, respondent herein, filed on October 7, 1977 with the court a quo its claim against the estate for the payment of certain debts incurred by the decedent during his lifetime, in the following amounts:

Principal sum ----- P44,438.00
Interests ----- (to be computed later at 14% p.a.)
Attorney's fees----- 11,109.50
Liquidated damages----- 4,443.38

On January 9, 1978, petitioner herein, in his capacity as administrator of the estate of Casimiro F. Arkoncel and the claimant FNCB Finance, assisted by their respective counsels, entered into an amicable settlement, under the following terms and conditions:

- "1. That the Judicial Administrator admits the claim of herein claimant against the estate, as follows:
 - a) P44,438.00 - representing the out-standing principal balance of the Torana car purchased for the use and benefit of the decedent Casimiro F. Arkoncel and financed by herein claim-ant;
 - b) Interest on the outstanding principal balance from the date of default in the payment of the latter on April 12, 1977 until fully paid at the rate of 14% per annum;
 - c) P11,109.50 or 25% of the outstanding principal balance as and for attorney's fees;
 - d) Costs of and expenses in this suit in the amount of P200.00;
2. That the claimant, with the conformity of its counsel, is willing to reduce, as it hereby reduces, its claims for attorney's fees to 15% of the principal balance or to P6,665.70." (Rollo, p. 35)

The intestate Court approved the amicable settlement in an order dated May 17, 1978, directing the parties to strictly comply with the terms thereof and the Judicial Administrator, "to pay the amounts agreed upon out of the estate funds and/or properties within 30 days from receipt" of the said order (Rollo, p. 37).

It appears that the Judicial Administrator, petitioner herein, was served thru counsel a copy of the aforementioned order on September 17, 1978 but the claim of private respondent had remained unpaid thirty (30) days after. Thus, on November 25, 1978 private respondent filed with the intestate court a motion for execution praying for the issuance of a writ of execution to satisfy its claims (Rollo, p. 39) which was opposed by petitioner (Rollo, p. 42).

Acting on the motion, respondent judge issued the questioned order of December 13, 1978 granting the motion for execution and the issuance of a writ of execution. The motion for reconsideration filed by petitioner on December 28, 1978 was denied by respondent judge for lack of merit in an order dated January 12, 1979 holding that "the order of this Court dated May 17, 1979 approving the amicable settlement voluntarily entered into by the parties x x x is a perfectly valid order which was a decision in itself based on the compromise agreement" (Rollo, p. 57). Hence, this petition filed with the Court by petitioner on May 15, 1979.

On July 9, 1979, the Court resolved to give due course to the petition.

After the parties had submitted their respective memoranda, the Court declared the case submitted for decision on September 28, 1979.

On March 7, 1988, the Court resolved to require the parties to move in the premises within 30 days from notice; otherwise the case shall be considered terminated and closed. In compliance with the same Resolution, petitioner, on May 13, 1988, manifested that there exists no supervening events (that have taken place in the interim) that may have rendered the case moot and academic (Rollo, p. 96). Private respondent manifested that as matters stand, as between the petitioner and the private respondent, the instant case is now ripe for disposition. It also brought to the attention of the Court the fact that the issue in the instant case is one of the errors assigned by the petitioner in his appeal from the decision in Civil Case No. 2079 to the Court of Appeals, which was docketed and considered by the latter Court under AC-G.R. CV No. 04426, the two other issues being (a) that the trial court erred in not finding that the Officer-in-Charge of the Office of the Clerk of Court of the Court a quo (formerly Davao Court of First Instance, Branch I) is not authorized by law to cause to be issued the controversial alias writ of execution; and (b) that the trial court erred in not finding that when a subject matter is pending before the Supreme Court, such as the present petition for certiorari, the court a quo should refrain from issuing implementing orders on the questioned subject-matter (Rollo, p. 99).

The Third Division of the Court to which the case was transferred on May 30, 1988 (Rollo, p. 109) resolved to note the manifestations of both parties in its Resolution of June 22, 1988.

The sole issue of the case is:

"WHETHER OR NOT RESPONDENT JUDGE ACTED WITHOUT OR IN EXCESS OF HIS JURISDICTION IN ORDERING THE ISSUANCE OF A WRIT OF EXECUTION FOR THE PAYMENT OF A DEBT IN AN ADMINISTRATION PRO-CEEDINGS." (Rollo, p. 76).

What transpired after the case was elevated to the Court in this instant certiorari case is described by the appellate Court in its decision in AC-G.R. No. 04426, as follows:

"x x x Motion for Reconsideration having been denied, the administrator elevated the issue as G.R. No. 50526, Casimiro V. Arkoncel, Jr. etc. v. Hon. Judge Alfredo G. Lagamon, etc. et al., on certiorari with preliminary injunction to the Supreme Court which initially required comments. Prior to the elevation, appellee filed motion for alias writ of execution. The Supreme Court required comments, thereafter, the intestate court granted the motion for alias writ which was issued over the signature of the Officer-in-Charge of the Office of the Davao Court of First Instance Clerk of Court.

Pursuant to the alias writ, the Davao Provincial Sheriff caused levy to be made on a piece of property with an area of 1,136 square meters under TCT No. 2436 (T-1339) which forms part of the estate.

The Supreme Court gave due course but did not issue an injunction.

The Provincial Sheriff thereafter sold the property at public auction at which the appellee was the highest bidder.

Before expiry of the redemption, the administrator filed this case for the declaration of nullity of certain proceedings, damages and preliminary injunction x x x."

The aforementioned supervening events form the bases of the appeal made to the appellate court but the third assigned error which is "that the trial court erred in not finding that a writ of execution is not the property remedy/procedure to satisfy money claims or for the payment of debts before an intestate court in an administration proceedings" (Rollo, p. 104), is the same issue brought before the Court in this instant case. The

appellate court, however, aware of the pending issue before the Court, made no ruling on this issue. It simply declared:

"The issue in this error (sic) is squarely raised in G.R. No. 50526, supra, where de-cision still pends. Carefully mindful of the fact that the Supreme Court is the final arbiter of dispute, we refrain from passing judgment upon the issue brought up by this assignment. As a matter of practice, it is more advisable in a situation like this one to defer to the Supreme Court. It is not incon-ceivable that our appreciation may run counter to the Supreme Court decision in which event it will be for naught anyway. And, in any case, whatever may be the ruling from this Court on the issue will provide no comfort to either the appellant or the appellees both of whom must await the Supreme Court decision on the matter." (Rollo, p. 106).

There is indeed a need for the Court to rule squarely on the issue.

The Judicial Administrator voluntarily entered into an ami-cable settlement with the claimant FNCB Finance. He was not only assisted by counsel but the agreement itself was confirmed by the other heirs, the widow Maria V. Vda. de Arkoncel, Florencio V. Arkoncel and Maria V. Arkoncel (Mesias). The other heir, Nenita C. Valdez, was represented by her Attorney-in-Fact David O. Montano who is at the same time counsel for the other heirs and the judicial administrator. The agreement was submitted to the intestate court for approval and it was duly approved by the court a quo in an order dated May 17, 1978 which incorporated the condi-tions therein. The court approves a compromise agreement when not contrary to law, morals or public policy and renders judgment in accordance therewith (Jose v. Chem Samco and Sons, Inc., 125 SCRA 142 [1983]; Alejandro v. Philippine Airlines, 127 SCRA 660 [1984]). In the instant case, judgment was rendered in consonance with the compromise agreement and the parties were enjoined to comply with and abide by its terms and conditions (Gravador v. Elbinias, 126 SCRA 205 [1983]; G & S Corporation v. Court of Appeals, 126 SCRA 212 [1983]; National Housing Authority v. Abaya, 129 SCRA 412 [1984]).

There is no merit to the petition.

The rule is that a judgment rendered in accordance with a compromise agreement is immediately executory unless a motion is filed to set aside the agreement on the ground of fraud, mistake or duress in which case an appeal may be taken against the order denying the motion (De Guzman v. Court of Appeals, 137 SCRA 730 [1985]; Zagala v. Jimenez, 152 SCRA 148 [1987]). It then becomes ministerial for the lower court to order the execution of its final executory judgment (Service Specialists Incorporated v. Sheriff of Manila, 145 SCRA 139 [1986]; Landicho v. Tensuan, 151 SCRA 410 [1987]).

Even more than a contract which may be enforced by ordinary action for specific performance, the compromise agreement is part and parcel of the judgment, and may therefore be enforced as such by a writ of execution (Tria v. Lirag, 1 SCRA 1207 [1961]; Osmena v. Court of Agrarian Relations, 17 SCRA 828 [1966]; Paredes v. Court of Appeals, 132 SCRA 501 [1984]).

Finally, when the terms of an amicable settlement are violated, as in the case at bar, the remedy of the aggrieved party is to move for its execution (Valdez v. Octaviano, 1 SCRA 744 [1961]; Paredes v. Court of Appeals, 132 SCRA 501 [1984]).

Petitioners claim that properties in custodia legis may not be the proper subject of a writ of execution to satisfy a claim; that what private respondent could have done was to ask the Court a quo for an order requiring the administrator to pay the debt and only if there are no sufficient funds on hand to pay the debt may the court order the sale of the properties and out of the proceeds, to pay the debt. This argument is untenable inasmuch as the dispo-sitive portion of the very order approving the amicable settlement directs the judicial administrator to pay the claim of FNCB Finance out of the funds and/or properties of the estate, to wit:

"Conformably, the Judicial Administrator is hereby directed to pay out of the estate funds and/or properties the amounts agreed upon within 30 days from receipt hereof."

Nevertheless, petitioner Judicial Administrator chose not to comply with said order. Inasmuch as the compromise agreement is part and parcel of the judgment and may, therefore, be enforced as such by a writ of execution, the respondent judge committed no reversible error in issuing the questioned writ of execution.

WHEREFORE, the instant petition is Dismissed for lack of merit.

SO ORDERED.

Gutierrez, Jr., Davide, Jr., and Romero, JJ., concur.

Fernan, C.J., (Chairman), on leave.

* Presided over by Judge Vicente N. Cusi, Jr. (presently retired)

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.