

DOROTEO M. DE GUIA, ANTONIO GERONIMO, MARIA JAO, MARCOS MIRANDA, JOSEPH BELTRANO, LINA MENDOZA, MARIA CELESTINO, FLAVIANO DE LEON, ROSENDO DE LEON, FRANCISCO SANTOS, VIRGILIO DE...

G.R. NO. 51143. March 22, 1990

Ponente: GRINO-AQUINO, J.

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GRINO-AQUINO, J.:

The petitioners were the defendants in an ejectment case (Civil Case No. 2808 of the Municipal Court of Paranaque entitled, "Angeles J. Montinola and Patria G. Jalandoni, represented by Lourdes J. de la Paz, Judicial Guardian versus Herminigildo Rodes, Pacita Longson, Joseph Beltrano, Urbano Tangonan, Jose Valenzuela, Dolores Masilop, Felixberto Briones, Ben Valenzuela, Honorio Magundanao, Mario Santos, Andres Martin, Maria Gasga, Maria Jao, Rosendo de Leon, Linda Mendoza, Flaviano de Leon, Romulo de Leon, Virgilio de Leon, Marcos Miranda, Silvino Manansala, Dolores Mendoza, Francisco Santos, Genovevo Terrobitas, Antonio Geronimo, Lorenzo Bacalla, Javierto Castillo, Doroteo de Guia, Maria Celestino, Amado Galibao, Andres Cruz and Reynato Carriedo").

The ejectment case was filed on May 17, 1973. On January 25, 1974, the parties submitted the following Stipulation of Facts:

"PLAINTIFFS AND DEFENDANTS, mentioned hereinafter, assisted by their attorneys, in order to abbreviate the proceedings, by way of simplifying the issues and doing away with some testimonial evidence, hereby submit the following stipulations and admissions of facts:

"1. That the plaintiffs are the absolute and registered owners of a parcel of residential land located at Tambo, Paranaque, Rizal, evidenced by Transfer Certificate of Title No. 78444 of the Register of Deeds for the Province of Rizal, particularly described in paragraph 2 of the complaint, and that this ejectment suit was filed in Court at their instance.

"2. That the defendants are lessees of the above-mentioned property, having occupied the same since 1952 and paying rentals therefor on a month-to-month basis, hence the lease is not for a definite period.

"3. That defendants' residences were constructed by them in the premises with the express consent and approval of the plaintiffs or their predecessors-in-interest.

"4. That the defendants had not defaulted in the payment of their monthly rentals and their subsequent non-payment was occasioned by plaintiffs' refusal to accept their monthly dues, which however were duly consigned and deposited by them before the Honorable Court.

"5. That the plaintiffs made demands for the defendants to vacate the premises, as they need improvements for commercial purposes, as it is the plaintiffs' intention to put up a market or supermarket in the premises.

"6. That the written notices made by the plaintiffs, thru their counsel, Atty. Filemon Flores, specifically

requested the defendants to vacate the premises on or before the end of February, 1973.

"7. That because of the defendants' refusal to vacate the premises, another written notice was sent to the defendants by the same lawyer, whereby they were given a last extension at the end of April, 1973, and to compensate them for the damages occasioned by the transfer of their houses the plaintiffs waived the payment of all rentals from November, 1972 up to and including April, 1973, and despite these notices the defendants continue to occupy the premises." (Underlining ours; pp. 27-28, Rollo of G.R. No. 51150.)

On April 8, 1974, the parties submitted a Second Stipulation of Facts containing the following additional admissions:

"9. Plaintiffs entered a separate written contract with each of the defendants for the respective portion of the premises occupied by them which contract was executed on October 31, 1972 for a period of three years starting January 1, 1963* and ends on December 31, 1975. A copy of the contract which is prepared by plaintiffs' counsel and notarialized [sic] by him is hereto attached as Annex 'A' and forms integral part hereof.

"x x x x x x x x.

"11. Plaintiffs received lease rental from defendants Doroteo R. de Guia for the months of November and December, 1972." (Emphasis supplied; p. 35, Rollo of G.R. No. 51150.)

They prayed that both stipulations of facts be admitted in lieu of trial, and that the case be decided after the submission of their respective memoranda.

On July 7, 1976, the Municipal Trial Court of Paranaque rendered a decision fixing the period of the defendants' lease for another period of three and a half (3-1/2) years computed from the filing of the complaint on May 17, 1973, or up to October 17, 1976, and it authorized the plaintiffs to withdraw from the Clerk of Court the rentals deposited by the defendants. The latter, and all persons claiming interest in the premises, were ordered to vacate and surrender possession of the land to the plaintiffs upon the expiration of the period fixed by the court.

The defendants appealed to the Court of First Instance of Rizal, Branch XXVII-Pasay City, where the case was docketed as Civil Case No. 5652-P entitled, "Angeles J. Montinola, et al. vs. Herminigildo Rodes, et al."

On January 26, 1979, the Court of First Instance affirmed in full the inferior court's decision.

The defendants elevated the case to this Court on a petition for review, arguing that under P.D. No. 20, the lessors may not judicially eject them as their leases are for an indefinite period, and as they have religiously paid their rentals. They further argued that Articles 1682 and 1687 of the Civil Code authorizing the Court to fix a period when the lease is for an indefinite term, have also been suspended by P.D. No. 20.

The petition has no merit.

The verbal indefinite leases of the petitioners were converted into written lease agreements for a fixed period of three years from January 1, 1973 (or up to December 31, 1975) when they submitted to the trial court the Second Stipulation of Facts dated April 8, 1974, which provided that:

"9. Plaintiffs entered at separate written contract with each of the defendants for the respective portion of the premises occupied by them, which contract was executed on October 31, 1972 for a period of three (3) years starting from January 1, 1963* and ends on December 31, 1965. A copy of the contract which is prepared by plaintiffs' counsel and notarialized [sic] by him is hereto attached as Annex 'A' and forms integral part hereof." (p. 65, Rollo of G.R. No. 51150.)

The above stipulation was in effect a judicial compromise. As such, it was immediately executory (Art. 2037, Civil Code) for a judicial compromise has the force and effect of *res judicata*.

"A judicial compromise has the force and effect of res judicata." (Binamira vs. Ogan-Occena, 148 SCRA 677; Lopez vs. Bermejo, 141 SCRA 5; M & M Management Aids, Inc. vs. CA, 130 SCRA 225; Zagala vs. Jimenez, 152 SCRA 147.)

"Such a final and executory judgment cannot be modified or amended. If an amendment is to be made, it may consist only of supplying an omission, striking out a superfluity or interpreting an ambiguous phrase therein in relation to the body of the decision which gives it life (Republic vs. Angeles, 41 SCRA 422; Central Bank vs. CA, 61 SCRA 348). A compromise judgment should not be disturbed except for vices in consent or forgery." (Binamira vs. Ogan-Occena, supra; Commercial Credit Corp. of Cagayan de Oro vs. CA, et al., G.R. No. 78315, January 2, 1989.)

The trial court's decision was erroneous insofar as it fixed the duration of the lease for a period of three and a half (3-1/2) years from the filing of the ejectment complaint on May 17, 1973, or, up to October 17, 1976, instead of three (3) years from January 1, 1973, or up to December 31, 1975, as provided in the parties' Second Stipulation of Facts. The trial court could only approve the agreement of the parties. It could not make a contract for them.

Since under the compromise, the petitioners' occupancy of the leased premises would end on December 31, 1975, the right of the private respondents to enforce that undertaking of the petitioners-lessees and to eject them from the leased premises is long overdue.

"A compromise agreement has the effect of res judicata even if not approved by the court." (Cochingyan, Jr. vs. Cloribel, 76 SCRA 361.)

"Non-fulfillment of the terms of the compromise justifies execution." (Barreras vs. Hon. Garcia, et al., G.R. Nos. L-44715-16, January 26, 1989.)

The Regional Trial Court did not commit a reversible error in ordering the petitioners to vacate the property in question.

WHEREFORE, the petition for review is denied for lack of merit. Costs against the petitioners.

SO ORDERED.

Narvasa, (Chairman), Cruz, Gangayco, and Medialdea, JJ., concur.

* Should be 1973.

* Should read: "three (3) years starting from January 1, 1973 and ends on December 31, 1975."

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