

REMIGIO NILLO, PETITIONER, VS. HON. COURT OF APPEALS, PEDRO NILLO, ALEJANDRO NILLO, AND FELISA NILLO, RESPONDENTS.

G.R. No. 54079. June 29, 1989

Ponente: GANCAYCO, J.

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GANCAYCO, J.

The principal issue in this case is the validity of a compromise judgment rendered by the trial court, which was later on assailed by one party alleging that when the compromise agreement was entered into, he was not assisted by counsel and that he never understood the same inasmuch as he was uneducated and illiterate.

Petitioner questions the Decision dated January 21, 1980 of the Ninth Division of the Court of Appeals[1] in CA-G.R. No. 57318-R, affirming on appeal the Decision of the Court of First Instance (CFI) of La Union in Civil Case No. 16-8 (2437) which dismissed with costs, the Petition for Relief From Judgment filed by petitioner Remigio Nillo.[2]

The case originated as an action for partition of inheritance (Civil Case No. 16-V(2437) filed by private respondents Pedro Nillo, Alejandro Nillo and Felisa Nillo against petitioner Remigio Nillo.[3] The parties are the legitimate children of the deceased spouses Ladislao Nillo and Maria Zampaga who both died intestate in 1931 and 1941, respectively. The subject of litigation are properties belonging to their deceased parents.

During the pendency of the case in Branch I of the CFI of La Union, the parties tried to settle the same, but all attempts to do so failed because they could not reach an agreement as to their respective shares. The pre-trial was held and private respondent Pedro Nillo started to testify. The case was transferred to Branch V of the CFI of La Union stationed at Balaon.

The hearing scheduled on October 24, 1972 had to be reset due to the absence of counsel for the petitioner. Petitioner was advised by the trial court to bring his counsel for the hearing scheduled on the following day, October 25, 1972, inasmuch as the hearing was set for two (2) days, October 24 and 25, 1972. On October 25, 1972, petitioner again appeared without counsel. All the parties were invited by the presiding judge to his chamber for a conference. Counsel for private respondents was excluded. There at the presiding judge persuaded the parties to enter into a compromise agreement. Petitioner agreed. The private respondents were at first reluctant to agree, but upon advise of counsel, they agreed.

Immediately thereafter, a compromise agreement was dictated in chambers and in the presence of the parties. The court stenographer, Mrs. Magdalena P. Urbano took down the stenographic notes of the compromise agreement. After the same was transcribed and prepared into final form, the presiding judge, an Ilocano, interpreted the compromise agreement into the Ilocano dialect in the presence of all the parties, who are all Ilocanos. All the parties appeared to be happy and they signed the agreement.

On the basis of the said compromise agreement a compromise judgment dated October 25, 1972 was rendered by the trial court, which reads as follows:

"The parties in the above-entitled case are brothers and sisters, and the legitimate children of the deceased spouses Ladislao Nillo and Maria Zampaga, who upon their death left three parcels of land and which parcels of land are now the subject matter of this litigation.

Aside from this Civil Case for partition filed by the herein plaintiffs, there was a criminal case for falsification of Public Document filed against their brother Remigio Nillo and the same defendant in this instant case. However, in the Criminal case, the complaining witnesses and plaintiffs in this case executed an affidavit of desistance alleging among other things that to maintain brotherly and sisterly love among them, they are no longer interested in the further prosecution of the same and they further prayed that the case be dismissed.

Together with the affidavit of desistance, is a 'Compromise Agreement' it is duly signed by the parties and in said 'Compromise Agreement' prayed that the same be the basis of the decision to be rendered by this Court.

Finding the 'Compromise Agreement' to be in order, the same is hereby ruled to be the basis of this decision.

IN VIEW OF THE FOREGOING, the Court hereby rules that the properties litigated in this case be partitioned as follows, to wit:

"(a) That the first parcel described under paragraph 3 of the complaint shall belong exclusively to Remigio Nillo, the defendant;

"(b) That the second parcel described under paragraph 3 of the complaint shall be divided into two (2) equal parts with the dividing line running from east to west, the southern portion to belong to the plaintiffs as their share pro-indiviso; while the northern portion shall belong exclusively to defendant Remigio Nillo;

"(c) That the third parcel of land described in the complaint under paragraph 3 be divided into two (2) equal parts, the dividing line runs from east to west, however, it is further agreed that Remigio Nillo, the defendant shall get an additional meter from the center line running lengthwise, the bigger portion belongs to said defendant Remigio Nillo and the southern portion shall belong to the plaintiffs as their share pro-indiviso x x x." [4]

On October 26, 1972, a writ of execution was issued for the implementation of the compromise judgment. Private respondents disposed of their share by selling the same. It was only on December 20, 1972, when petitioner filed his petition for relief from judgment.

In the hearing of the petition for relief from judgment before the trial court, court stenographer Magdalena P. Urbano testified as to the proceedings that led to the execution of the compromise agreement. She stated that petitioner voluntarily entered into the settlement and that petitioner even requested the judge to give him an additional one (1) meter from the dividing line of one of the parcels of land, which was granted. Deputy Sheriff Onofre Sumabat testified that on October 25, 1972, the compromise judgment was executed with all parties

present and that petitioner never objected to the same.

The trial court ruled against the petitioner. On appeal the Court of Appeals affirmed the decision of the trial court.

Hence, this petition.

The petition is devoid of merit.

It appears that petitioner was never denied due process. The findings of facts of the trial court and the Court of Appeals show that petitioner clearly understood the compromise agreement and that he voluntarily entered into and signed the same. It was translated to him by the presiding judge in Ilocano, a dialect he understood. His claim that he had no counsel at the time is of no moment because the presiding judge ordered the counsel for private respondents to leave his chambers. Only the parties and the presiding judge were present when they agreed on the compromise. It can be assumed that the presiding judge handled the proceedings with an even hand and saw to it that all parties got a fair deal. The parties need not be assisted by counsel in such negotiation for settlement.[5] The compromise agreement became final and executory when it was promulgated and it was immediately executed. Petitioner did not protest at that time. He did not even ask for a reconsideration.

Indeed, an examination of the compromise judgment based on the compromise agreement shows that petitioner got an equitable share in the inheritance.

The findings of facts of both public respondents that the compromise agreement was entered into by the parties freely, voluntarily and with full understanding of the consequences thereof is conclusive and binding on this Court. Petitioner failed to prove that he was a victim of fraud, deceit, mistake or accident in the proceedings that led to the compromise agreement.

The presiding judge is to be commended for exerting all efforts to persuade the parties to settle their case. It is an effective means of terminating a litigation. Courts should utilize this mode whenever possible.

The claim of petitioner that the decision of the trial court is not valid because it did not contain the phrase "so ordered" is puerile. A decision is valid and binding when it clearly and distinctly states the findings of facts and conclusions of law on which it is based.[6] The phrase "so ordered" can very well be omitted in a decision without affecting its integrity and validity.

WHEREFORE, the petition is DISMISSED for lack of merit.

SO ORDERED.

Narvasa (Chairman), Cruz, Griño-Aquino, and Medialdea, JJ., concur.

[1] Associate Justice Milagros A. German, ponente, concurred in by Associate Justices B.S. de la Fuente and Pedro D. Cenzon.

[2] Page 37. Rollo.

[3] Pages 44 to 47, Rollo.

[4] Pages 33 to 35, Rollo.

[5] Cabildo vs. Navarro, 54 SCRA 26 (1973).

[6] Section 14, Article VIII, Constitution.

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