

G & S CORPORATION, PETITIONER, VS. THE HONORABLE COURT OF APPEALS AND INTEGRATED REALTY CORPORATION, RESPONDENTS.

G.R. No. 62023. November 29, 1983

Ponente: PLANA, J.

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PLANA, J.:

In this appealed ejectment case, the parties, in-cluding Dataprep (Phil.), Inc., have filed the following:

"MOTION FOR JUDGMENT ON A COMPROMISE AGREEMENT

"PETITIONER, private respondent Integrated Realty Corporation, and Dataprep (Philippines) Inc., duly assisted by their respective counsel, respectfully state that they have entered into a Compromise Agreement under the following terms and conditions:

1

"While Dataprep (Phil.) Inc. was not originally a party in this case, however, for all legal intents and purposes it is voluntarily submitted itself to the jurisdiction of this Honorable Court in order that it be made a party in this case;

2

"Petitioner and Dataprep (Phil.) Inc. accept and admit their liability to private respondent Integrated Realty Corporation in the principal amount of TWO HUNDRED NINETY SEVEN THOUSAND THIRTY AND 98/100 PESOS (P297,030.98);

3

"Petitioner and Dataprep (Phil.) Inc. will pay jointly and severally, the principal amount of TWO HUNDRED NINETY SEVEN THOUSAND THIRTY AND 98/100 PESOS (P297,030.98) in the following manner:

a) The sum of SIXTY SEVEN THOUSAND THIRTY AND 98/100 PESOS in two (2) equal installments of THIRTY THREE THOUSAND FIVE HUNDRED FIFTEEN AND 49/100 PESOS (P33,515.49), the first installment to be paid on or before October 31, 1983 and the second installment to be paid on or before November 30, 1983. The amount of these installments will be covered by postdated checks to be issued by Dataprep (Phil.) Inc. to Integrated Realty Corporation;

b) The amount of TWO HUNDRED THIRTY THOUSAND PESOS (P230,000.00) to be paid in fifteen (15) installments, as follows:

1) April 30, 1984

P15,000.00

2) May 31, 1984

15,000.00

3) June 30, 1984

15,000.00

4) July 31, 1984

15,000.00

5) August 31, 1984

15,000.00

6) September 30, 1984

15,000.00

7) October 31, 1984

15,000.00

8) November 30, 1984

15,000.00

9) December 31, 1984

15,000.00

10) January 31, 1985

15,000.00

11) February 28, 1985

15,000.00

12) March 31, 1985

15,000.00

13) April 30, 1985

15,000.00

14) May 31, 1985

15,000.00

15) June 30, 1985

20,000.00

at the Office of private respondent Integrated Realty Corporation, 100 Buendia Avenue, Makati, Metro Manila; All of the aforesaid installments shall be covered by postdated checks to be issued by Dataprep (Phil.) Inc. to Integrated Realty Corporation;

4

"Petitioner will pay SEVENTY FIVE THOUSAND PESOS (075,000.00) attorney's fees, now with a

remaining balance of FIFTY THOUSAND PESOS (P50,000.00) payable as follows: (corresponding postdated checks were already recieved by counsels and duly receipted by the lawyers of private respondent Integrated Realty Corporation):

1) September 15, 1983

P5,000.00

2) October 15, 1983

5,000.00

3) November 15, 1983

5,000.00

4) December 15, 1983

5,000.00

5) January 15, 1984

5,000.00

6) February 15, 1984

5,000.00

7) March 31, 1984

5,000.00

8) April 15, 1984

5,000.00

9) May 15, 1984

5,000.00

10) June 15, 1984

5,000.00

5

"Upon execution of this Compromise Agreement, Integrated Realty Corporation and Dataprep (Phil.) Inc. shall sign a new contract of lease for the space being occupied by the latter under terms and conditions previously agreed upon by the two parties, starting October 1, 1983;

6

"Other than the obligations herein set forth, the parties hereby waive, renounce and quitclaim all claims and counterclaims against each other by virtue of the transactions subject matter of the instant case and the filing of the instant proceedings before the former Municipal Court of Mandaluyong, the former Court of First Instance of Pasig, the former Court of Appeals and this Honorable Court;

7

"This Compromise Agreement shall represent the respective rights and obligations of the parties and shall be

considered to have superseded the terms of the Decision of the Court of Appeals promulgated on June 23, 1982 which is the subject matter of the instant appeal to this Honorable Court;

8

"Petitioner and Dataprep (Phil.) bind themselves to comply fully with the terms and conditions herein stated and if at any time they violate any of the obligations they have assumed under this Compromise Agreement, the whole balance shall automatically become due and demandable and execution shall be issued for the payment of the entire balance remaining unpaid.

"WHEREFORE, Petitioner, Dataprep (Philippines) Inc. and private respondent Integrated Realty Corporation pray that judgment be rendered based on the foregoing compromise agreement.

"Makati, Metro Manila. October , 1983.

"G & S CORPORATION DATAPREP (PHILIPPINES) INC.

Petitioner

By: By:

(SGD.) ROBERTO S. GUEVARA (SGD.) AUGUSTO C. LAGMAN

President President

INTEGRATED REALTY CORPORATION

Private Respondents

By:

(SGD.) ILLEGIBLE

ASSISTED BY:

(SGD.) MANUEL R. SINGSON (SGD.) EMILIANO S. SAMSON

Counsel for the Counsel for Private

Petitioner and Respondent"

Dataprep (Phil.) Inc.

Finding the above compromise agreement not contrary to law, public order, public policy, morals or good customs, the same is approved. Judgment is hereby rendered incorporating terms and conditions specified in the said compromise agreement. The parties are hereby enjoined to comply therewith in good faith. No pronouncement as to costs.

SO ORDERED.

Teehankee, (Chairman), Melencio-Herrera, Relova, and Gutierrez, Jr., JJ., concur.

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