

**THE NATIONAL HOUSING AUTHORITY, PETITIONER, VS.
HONORABLE OTILIO ABAYA, PRESIDING JUDGE, REGIONAL TRIAL
COURT, NATIONAL REGION, BRANCH CLIV (154) AND UNION
CHEMICALS, INC., RESP...**

G.R. No. 64112. May 21, 1984

Ponente: FERNANDO, C.J.

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FERNANDO, C.J.:

This petition for certiorari and mandamus was filed by the National Housing Authority against an order of respondent Judge Otilio Abaya of the National Capital Region with the Union Chemicals, Inc. as private respondent. The order complained of excluded from an expropriation proceeding certain areas to "be devoted exclusively to the fulfillment by Union Chemicals of its contractual obligation to its employees in accordance with the approval by the Human Settlement Regulatory Commission, Ministry of Human Settlement." [1] Petitioner posed the issue thus: "May a landowner whose properties are the subject of expropriation proceedings seek the exclusion of the same from the said proceedings and evade condemnation of his properties by merely representing that said properties are also to be devoted by him to a public purpose? In the case at bar, such a defense was raised. And this was done one year after expropriation proceedings were commenced by the petitioner. Nonetheless, the trial court gave its imprimatur to private respondent's defense and excluded its properties from coverage of the expropriation proceedings clearly, in grave abuse of discretion." [2]

This Court required respondents to comment. Such Comment was submitted by private respondent. At the outset, it referred to what was referred to as inaccuracies in the statement of facts in the petition and added: "The records show that the particular issue of whether a property already devoted to a public purpose can still be expropriated for the same public purpose is not an 'afterthought' and that it was not 'raised one year after expropriation proceedings were commenced.'" [3] It then argued that respondent Judge acted well within his jurisdiction and with sound exercise of discretion in excluding the subject properties from the expropriation proceedings and that certiorari is not the proper remedy.

The Comment was considered as the Answer; the petition was given due course; and the parties required to submit their memoranda. Thereafter, upon their being filed, the petition was ready for deliberation and subsequently for decision.

On May 22, 1984, petitioner and private respondent submitted a Compromise Agreement dated May 10, 1984. They stipulated and agreed on the following: "1. On October 30, 1980, Petitioner instituted Civil Case No. 39068, entitled 'National Housing Authority vs. Celso de los Angeles, et al.', with the then Court of First Instance of Pasig for the expropriation of parcels of land located in Pasig, Metro Manila and Cainta, Rizal, to be developed into a Sites and Services Project; 2. Petitioner has already acquired a large portion of the project area, part of which is contiguous area now covered by Transfer Certificates of Title Nos. 36336, 37191, 41056, 36337 and 37536; 3. Respondent UCI owns property interspaced in the area already owned by NHA, and covered by Transfer

Certificates of Title Nos. 25431, 25432, 25433, 25434, 25435, 25436, 25437, 7873 and 11897, and which property petitioner seeks to expropriate in Civil Case No. 39068; 4. On petition of respondent UCI, respondent court issued an Order dated December 17, 1982 excluding some of respondent's properties from the aforementioned project, and which Order is now the subject of the instant petition for certiorari and mandamus; 5. To expedite the early resolution of this case, respondent UCI, pursuant to UCI Board Resolution No. [Unnumbered], copy attached as Annex 'A' hereof, offered to exchange its aforementioned fragmented properties with a property of equal area already acquired by the petitioner, and petitioner accepted the said offer to hasten the completion of the development of its aforementioned Sites and Services Project; 6. Under NHA Board Resolution No. 866 dated March 15, 1984, copy attached as Annex 'B' hereof, the General Manager of the petitioner has been authorized to enter into an agreement with respondent UCI, for exchange of some of NHA acquired property in the project area with respondent's property of UCI within same project site to enable the petitioner to consolidate its project into one contiguous area; 7. Accordingly, respondent UCI hereby assigns, cedes, and conveys unto the petitioner, free from liens and encumbrances, a total net area of 87,699 square meters of its real property covered by Transfer Certificates of Title Nos. 25431, 25432, 25433, 25434, 25435, 25436, 25437, 7873 and 11897, deducting therefrom 1,827 square meters of land being used by the National Power Corporation for power transmission line; and by way of exchange for the said property of respondent UCI, petitioner hereby assigns, cedes, and conveys unto respondent UCI free from liens and encumbrances, its property also with the same total net area of 87,699 square meters covered by Transfer Certificates of Title Nos. 36336, 37191, 41056, 36337 and 37536, after deducting therefrom 5,740 square meters and another area of 5,565 square meters being used by the National Power Corporation for power transmission line; 8. The petitioner shall provide respondent UCI an 8-meter access and right-of-way free of charge in consideration of the exchange of the said properties of respondent UCI with the property of the petitioner; 9. The parties shall retain titles to their respective areas being used by the National Power Corporation for power transmission line, and they shall pursue their respective claims against the National Power Corporation for payment of the right-of-way for its power transmission line; 10. The location plan reflecting and embodying the detailed agreement mentioned in the immediately preceding paragraphs, as well as the relative positions of the affected land area, is attached as Annex 'C' and made integral part hereof; 11. The cost of survey for the segregation of the areas subject of the exchange, shall be charged to and shouldered by respondent UCI. All other necessary and incidental expenses, such as registration and other legal fees, shall be equally shouldered by the parties; 12. The parties agree to waive all claims they have against each other in Civil Case No. 39068, and they further agree that this Compromise Agreement is a final settlement of the said claims; 13. The parties agree to faithfully comply with the foregoing terms and conditions and after same have been approved by this Honorable Court, the Compromise Agreement shall partake of the nature of court judgment that any violations thereof by any party shall entitle the aggrieved party to a writ of execution of this Compromise Agreement. [Wherefore], it is respectfully prayed that this Compromise Agreement be approved and judgment be rendered thereon enjoining the parties to faithfully comply with the terms and conditions thereof." [4]

The Court approves such Compromise Agreement and enjoins the parties to comply faithfully with its terms and conditions.

WHEREFORE, the petition is dismissed. No costs.

Teehankee, Makasiar, Aquino, Concepcion, Jr., Guerrero, Abad Santos, Melencio-Herrera, Plana, Escolin, Relova, Gutierrez, Jr., and De la Fuente, JJ., concur.

De Castro, J., no part.

[1] Annex B of Petition, 2.

[2] Petition, 1.

[3] Comment of Private Respondent, 2.

[4] Compromise Agreement dated May 10, 1984, 1-4.

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