

SECOND DIVISION

[G.R. No. 140049, August 01, 2000]

**NICOLAS B. GARCIA, PETITIONER, VS. COURT OF APPEALS AND
ROGER R. SAN LUIS, RESPONDENTS.**

D E C I S I O N

DE LEON, JR., J.:

On July 30, 1997, private respondent Roger R. San Luis, claiming to be the owner of parcel of land, with an area of 49,998 square meters, described in Original Certificate of Title (OCT) No. M-4289 of the Registry of Deeds of Rizal and located in Barangay Sampaloc, Tanay, Rizal, filed a complaint for forcible entry against petitioner Nicolas Garcia before the Municipal Trial Court (MTC) of Tanay, Rizal, docketed as Civil Case No. 1117.

On November 20, 1997, the MTC of Tanay rendered its decision in favor of the plaintiff and against the defendant (petitioner herein), the dispositive portion of which reads:

WHEREFORE, judgment is hereby rendered:

1. Ordering the defendant and all persons claiming rights under him to immediately vacate the subject property and surrender possession thereof to plaintiff [private respondent herein];
2. Ordering the defendant to pay the plaintiff:
 - a. P5,000.00 as monthly rental for the use if the property from March 1997 until he and all persons claiming rights under him shall have vacated the same;
 - b. P30,000.00 as attorney's fees;
 - c. Cost of suit.

SO ORDERED.^[1]

In order to stay the immediate execution of the decision, petitioner perfected an appeal therefrom to the Regional Trial Court (RTC) of Morong, Rizal, Branch 80, and posted a supersedeas bond for the payment of rents, damages and costs from the time of the rendition of the said decision. Petitioner also periodically deposited with the said RTC rentals for the use and occupancy of the subject property during the pendency of the appeal.

In its decision dated May 8, 1998 in Civil Case No. 973-M entitled: "**Roger S. San Luis v. Nicolas B. Garcia**," the RTC of Morong, Rizal, affirmed the decision of the MTC. Petitioner filed a motion for reconsideration but it was denied by the RTC.

Petitioner then further elevated the matter to the Court of Appeals by means of a petition for review. The appellate court, however, denied the petition and affirmed the decision of the RTC; and subsequently it also denied the motion for reconsideration filed by petitioner.

On October 4, 1999, petitioner filed with this Court a petition denominated as a petition for certiorari under Rule 45 assailing the decision of the Court of Appeals and seeking reversal thereof. On October 7, 1999, petitioner filed a supplemental petition. In the Resolution dated October 13, 1999, the First Division of this Court ordered private respondent to comment on the petition and granted petitioner's prayer for a temporary restraining order to enjoin enforcement of the Writ of Execution dated September 27, 1999 and Notice to Vacate dated September 28, 1999 issued in Civil Case No. 973-M.^[2]

On April 28, 2000, the parties filed a Joint Motion for Approval of and Judgment on Compromise Agreement, manifesting, among others, that:

6. Instead of seeking further, remedies under the law to enforce their respective claims over the subject property, the parties have decided to meet half way and conclude a compromise agreement wherein their opposing interests will be threshed out and finally settled.
7. That settlement is now embodied in a duly executed Memorandum of Agreement x x x.
8. Accordingly, in view of the foregoing development, justice and equity dictate that any money deposited by the petitioner for purposes of the stay of execution, in the form of supersedeas bond and the monthly rentals be ordered released to the petitioner, allowing him and/or any of his representative to withdraw and duly receive the same.^[3]

The said Memorandum of Agreement, dated April 24, 2000, submitted by the parties for approval by this Court reads as follows:

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement entered into this April 24, 2000 by and between:

TERESITA A. AQUINO, MINERVA A. GALVEZ, JERRY J. PARCIA, NICOLAS B. GARCIA, FERNANDO M. NAPAY, JULIET P. PAGNAS, EDMUNDO C. PARCIA, BONIFACIO G. VILLANUEVA, TEOFILO DAVID, JR., of legal age, Filipino, residing at Brgy. Sampaloc, Tanay, Rizal (hereinafter referred to as the party of the "FIRST PART");

- and -

ROGER R. SAN LUIS, ISABELO R. SAN LUIS, THELMA R. SAN LUIS, LINDA S. JACINTO, of legal age, Filipino and residing at 27 Atis St., Valle Verde I, Pasig City and **SANENT REALTY & DEV'T CORPORATION**, a domestic corporation organized and existing in accordance with Philippine laws, with office at 202 B Cedar Mansion,

Amber Avenue, Ortigas Center, Pasig City, herein represented by its President, **ROGER R. SAN LUIS** (hereinafter, called the party of the "**SECOND PART**");

WITNESSETH, THAT:

WHEREAS, the parties are presently embroiled in various legal disputes concerning certain parcels of land located at Sitio Mayagay, Brgy. Sampaloc, Tanay, Rizal;

WHEREAS, the parties now realize that it would be to their mutual interest and advantage to put an end to their various disputes and, thus avoid a protracted litigation between them.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the following stipulations and covenants, the parties hereto agree as follows:

1. The party of the **FIRST PART** hereby waives and renounces any and all its rights in favor of the party of the **SECOND PART**, its assigns and successors-in-interest, over the following parcels of land to wit: Lot 19-A covered by Transfer Certificate of Title No. M-88877; Lot 19-B covered by Transfer Certificate of Title No. M-88878; Lot 28-A covered by Transfer Certificate of Title No. M-88874; Lot 28-B covered by Transfer Certificate of Title No. M-82248; the remainder of Lot 28C covered by Transfer Certificate of Title No. M-88880; the remainder of Lot 28-D covered by Transfer Certificate of Title No. M-88879; Lot 29-A covered by Transfer Certificate of Title No. M-88884; and the remainder of Lot 29-D covered by Transfer Certificate of Title No. M-88883.

1.1 Within fifteen (15) days from the signing of this Agreement, the party of the **FIRST PART** shall cause and/or effect the cancellation of any and all notices of *lis pendens*, adverse claim and other similar annotations, which it had caused to be annotated on the respective titles of the above-enumerated properties

2. The party of the **FIRST PART** waives and transfers ownership and possession in favor of the party of the **SECOND PART**, its assigns and successors-in-interest, free from any deed or restrictions whatsoever, an area consisting of TEN THOUSAND FIVE HUNDRED AND TWO (10,502) SQUARE METERS, more or less, of Lot 18-B designated as lot 5 of the consolidation/subdivision as Annex "A" of this Agreement, which parcel of land was awarded to the party of the **FIRST PART** by the Department of Agrarian Reform by virtue of a final resolution/decision, a copy of which is hereto attached as Annex "B" of this Agreement.

3. By reason of the aforementioned waiver, the party of the **FIRST PART** hereby agrees to the cancellation and nullification of any certificates, awards, rights, co-ownership shares and interests over the properties mentioned in paragraphs 1 and 2 hereof, issued in their name, heirs, assigns and successors-in-interest, including but not limited to Original Certificate of Title Nos. M-00541; M-00555; and M-00554 of the Registry of Deeds of Rizal.