

## SECOND DIVISION

[ G.R. No. 219431, August 24, 2020 ]

**SPOUSES ROBERTO AND G.R. NO. 219431 BEATRIZ GARCIA,  
PETITIONERS, VS. SPOUSES ARNEL CRICELA SORIANO,  
RESPONDENTS.**

### D E C I S I O N

**INTING, J.:**

Before the Court is a Petition for Review on *Certiorari* under Rule 45<sup>[1]</sup> of the Rules of Court assailing the Decision<sup>[2]</sup> dated December 2, 2013 and the Resolution<sup>[3]</sup> dated June 2, 2015 of the Court of Appeals (CA) in CA-G.R. CEB SP No. 05485.

#### *The Antecedents*

On February 13, 2004, Spouses Arnel and Cricela Soriano (respondents) filed an action for Consolidation of Ownership of Real Property against Spouses Roberto and Beatriz Garcia (petitioners) before Branch 9, Regional Trial Court (RTC), Tacloban City, docketed as Civil Case No. 2004-02-28.<sup>[4]</sup>

On September 14, 2005, the RTC referred the case for mediation proceedings. Subsequently, the parties reached an amicable settlement embodied in a compromise agreement dated October 29, 2005 (subject compromise agreement), which provides in part:

"That [petitioners] are given a grace period of six (6) months to one (1) year from date of signing this agreement to repurchase/redeem the two (2) parcels of land subject matter of this case and covered by TCT No. T-23868 and T.D. No. 3582. During this period, [petitioners] will look for an amount or buyers, and if able to dispose will give the amount of P300,000.00 to the [respondents] as repurchase/redemption price and interest/produce unearned interest for almost 14 years;

That should [petitioners] failed (sic) to produce such amount or sell the above-mentioned properties within (the) period granted, then [petitioners] shall immediately turnover and deliver possession and ownership of Lot No. 3 covered by TCT No. T-23868 with an area of 513 square meters located at Poblacion, Tanuan, Leyte, and that, a Deed of Absolute Sale shall be executed by [petitioners] in favor of [respondents];

That the other parcel of land covered by TD No. 3582, Cad. Lot No. 3210 with an area of 1.2971 hectares located at Guingawan, Tabontabon, Leyte shall be retained by the [petitioners], and that, [respondents] as (a) gesture of compassion and reconciliation are willing to part the said

property in favor of [petitioners];

That the parties agreed to abide (by) the terms and conditions of this compromise agreement, and [respondents] are willing to withdraw the complaint against [petitioners];

x x x"[5]

On June 4, 2007, the RTC issued an Order (subject judgment based on compromise agreement) approving the aforesaid compromise agreement. Subsequently, petitioners failed to pay respondents the sum of f 300,000.00 within the one-year period under the subject judgment based on compromise agreement. Consequently, on September 9, 2008, respondents moved for the execution of the judgment and prayed that petitioners be ordered to deliver possession and ownership of Lot 3 (subject property), covered by Transfer Certificate of Title (TCT) No. T-23868, and execute the corresponding deed of absolute sale in favor of respondents.[6]

On January 30, 2009, during the hearing on the motion for execution, the RTC extended the period until April 30, 2009 within which petitioners may pay respondents the sum of P300,000.00, viz.:

"As the Court extended its help to the parties to be able to come up with an amicable settlement, finally, the [petitioners] prayed the Court that he be given up to April 30, 2009 to comply with the Compromise Agreement, the Court, with the permission of the [respondents], approved it, provided it is the last the time the Court will give to [petitioners].

The Court, therefore, resets the hearing of this case to May 8, 2009 at 8:30 a.m.

SO ORDERED.[7]

On April 28, 2009, petitioners alleged that they informed respondents that they are ready and able to pay the sum of P300,000.00, but respondents refused to accept the payment. On even date, petitioners filed a manifestation before the RTC that they are willing to pay the aforesaid sum.[8]

On April 29, 2009, respondents filed a counter-manifestation stating that the subject judgment based on compromise agreement constituted *res judicata* between the parties and can no longer be disturbed; that the Order dated January 30, 2009 is defective for lack of consent of respondent Arnel Soriano who died on August 2, 2007; and that petitioners failed to pay the stipulated sum within the period set under the subject judgment based on compromise agreement; hence, the issuance of the writ of execution is proper.[9]

On May 14, 2009, the RTC granted respondents' motion for execution, to wit:

"Whereas, judgment rendered in accordance with a compromise is not appealable, and is immediately executory, hence, the same is now final and executory.

Whereas, [respondents] on April 29, 2009 filed with the court motion for execution of the above-mentioned compromise agreement, and accordingly allowed the issuance of this Writ of Execution."<sup>[10]</sup>

On June 1, 2009, petitioners filed a motion to quash writ of execution on the ground that execution is premature and constitutes a denial of due process in view of the extension of time for petitioners to pay the stipulated sum granted by the trial court in its Order dated January 30, 2009; and that execution would result in injustice as petitioners exerted utmost effort to raise the stipulated sum in order to retain the subject property that they acquired through their hard work.<sup>[11]</sup>

On June 4, 2009, the RTC issued an Order denying petitioners' motion to quash.<sup>[12]</sup>

On July 28, 2009, petitioners filed a second motion to quash writ of execution. They argued that respondents agreed or consented to the extension of time for them (petitioners) to pay the stipulated sum; that there is no law or jurisprudence prohibiting the parties from amending or modifying a compromise agreement; and that the trial court's Order dated January 30, 2009 supersedes or cancels all its previous orders.<sup>[13]</sup>

On October 20, 2009, the RTC issued an Order denying the second motion to quash. However, on January 27, 2010, upon petitioners' motion for reconsideration, the RTC reversed its previous ruling and ordered respondents to receive the sum of P300,000.00 from petitioners in accordance with the subject compromise agreement.<sup>[14]</sup>

Aggrieved, respondents, in turn, moved for reconsideration, which the RTC denied in its Order dated April 13, 2010. Undeterred, on May 25, 2010, respondents' successors-in-interest filed a motion for execution to enforce the subject judgment based on compromise agreement.<sup>[15]</sup>

On June 16, 2010, the RTC granted the aforesaid motion and issued a writ of execution (subject writ of execution).<sup>[16]</sup>

Petitioners, thereafter, moved for reconsideration which the RTC denied in its Order dated September 6, 2010.

Hence, petitioners sought recourse before the CA *via* a petition for *certiorari*.

#### *Ruling of the CA*

In the assailed Decision dated December 2, 2013, the CA held that a compromise agreement, once approved by final order of a court of competent jurisdiction, is final and executory. It has the force of law and is conclusive between the parties. Thus, it becomes a judgment subject to execution in accordance with the Rules of Court.

According to the CA, when the RTC approved the subject compromise agreement on June 4, 2007, it became a final and executory judgment which can no longer be modified or amended. As a result, the subsequent Order dated January 30, 2009 of the RTC which extended the period of payment beyond the terms of the subject compromise agreement was improper and erroneous. The RTC was without power to

relieve petitioners from an obligation they had voluntarily assumed. It had no authority to impose on the parties a judgment different from or against the terms and conditions of their compromise agreement.

Under the subject judgment based on compromise agreement, petitioners had until June 4, 2008 (*i.e.*, one year from the approval by the RTC of the subject compromise agreement on June 4, 2007) to pay the sum of P300,000.00, but they failed to do so. Thus, when respondents filed their motion for execution on September 9, 2008, in order to enforce the subject judgment based on compromise agreement, the issuance of the writ of execution became a matter of right and the RTC had the ministerial duty to issue such writ. Hence, the RTC did not commit grave abuse of discretion in issuing the subject writ of execution.

Petitioners moved for reconsideration which the CA denied in its assailed Resolution dated June 2, 2015.

Hence, this petition.

### *Issues*

The Court deems the proper issues for resolution to be as follows:

#### I.

Whether petitioners availed themselves of the proper remedies.

#### II.

Whether the proper party litigants validly entered into a new or modified compromise agreement which superseded the judgment based on compromise agreement.

#### III.

Whether the RTC committed grave abuse of discretion when it issued the subject writ of execution to enforce the subject judgment based on compromise agreement.

### *The Court's Ruling*

The Court affirms the ruling of the, CA but for different reasons.

At the outset, the Court notes that the execution proceedings subject of this case was unnecessarily drawn-out, because the RTC erroneously permitted petitioners to resort to improper remedies.

As narrated earlier, on June 1, 2009, petitioners filed a motion to quash writ of execution on the ground that execution is premature, unjust, and violates their right to due process principally because of the extension of time to pay the stipulated sum granted to petitioners by the RTC in its Order dated January 30, 2009.

On June 4, 2009, however, the RTC issued an Order denying petitioners' motion to

quash.

Thereafter, or on July 28, 2009, petitioners filed a second motion to quash writ of execution. Amplifying the previous grounds that they raised in their first motion to quash, petitioners argued that respondents agreed to the aforesaid extension of time for petitioners to pay their obligation, as stated in the Order dated January 30, 2009; that there is no law or jurisprudence prohibiting the parties from amending or modifying a compromise agreement; and that the RTC's Order dated January 30, 2009 supersedes or cancels all its previous orders.

Based on the foregoing, the Court finds that the RTC should have dismissed outright the second motion to quash for violating the Omnibus Motion Rule and for being the improper remedy.

Under Section 9,<sup>[17]</sup> Rule 15 of the Revised Rules of Civil Procedure,<sup>[18]</sup> the Omnibus Motion Rule states:

Subject to the provisions of Section 1 of Rule 9, a motion attacking a pleading, order, judgment, or proceeding shall include all objections then available, and all objections not so included shall be deemed waived.

The spirit or rationale of the foregoing rule is to require the movant to raise all available grounds for relief in a single opportunity in order to avoid multiple and piece-meal objections.<sup>[19]</sup> In the present case, the second motion to quash raised additional arguments to support or amplify those contained in the first motion to quash, but which arguments were already available prior to and at the time of filing of the first motion to quash. Thus, such additional arguments are deemed waived and can no longer be raised in the second motion to quash by virtue of the Omnibus Motion Rule.

Furthermore, from the denial of petitioners' first motion to quash, the proper remedy was not to file a second motion to quash, but to seek recourse to a higher court either by appeal (writ of error or *certiorari*) or by a special civil action of *certiorari*, prohibition, or *mandamus*,<sup>[20]</sup> if warranted under exceptional circumstances established by jurisprudence and upon compliance with any prerequisite (e.g., filing of a motion for reconsideration) required by the Rules. As the Court explained in *Limpin, Jr. v. Intermediate Appellate Court*,<sup>[21]</sup> although, as a general rule, no appeal lies from an order denying a motion to quash writ of execution,<sup>[22]</sup> there are exceptions to this rule:

Certain it is x x x that execution of final and executory judgments may no longer be contested and prevented, and no appeal should lie therefrom: otherwise, cases would be interminable, and there would be negation of the overmastering need to end litigations.

There may, to be sure, be instances when an error may be committed in the course of execution proceedings prejudicial to the rights of a party. These instances, rare though they may be, do call for correction by a superior court, as where -

1) the writ of execution varies the judgment;