

TWELFTH DIVISION

[CA-G.R. SP NO. 131717, March 19, 2014]

**TRESTON INTERNATIONAL COLLEGE, INC., PETITIONER, VS.
EXCELL CONTRACTORS AND DEVELOPERS, INC., RESPONDENT.**

D E C I S I O N

DICDICAN, J.:

As borne by the record in this case, the petitioner Treston International College, Inc. (TRESTON for short) filed in this Court on October 11, 2013 a petition for review of the Final Award (judgment) made by the Construction Industry Arbitration Commission on August 23, 2013 in CIAC Case No. 06-2013. Then, on November 20, 2013, we promulgated a resolution requiring the respondent Excell Contractors and Developers, Inc. (EXCELL for short) to comment on the petition. Instead of filing its comment on the petition, EXCELL entered into a compromise agreement with TRESTON amicably settling its claims against TRESTON. The compromise agreement between TRESTON and EXCELL was executed or signed on February 25, 2014 and it reads as follows:

"This Compromise Agreement (Agreement) is entered into this February 25, 2014 at _____ by and between:

"TRESTON INTERNATIONAL COLLEGE, INC., a corporation duly organized and existing under Philippine laws, with business address at 32nd St. corner C5 Road, Bonifacio Global City, Taguig City, herein represented by its Vice President for Administration, MARIA LOURDES JOSE ('TRESTON');

and

"EXCELL CONTRACTORS & DEVELOPERS, INC., a corporation duly organized and existing under Philippine laws, with business address at Lots 4 and 5, Block 2, 3rd St., Meridian Industrial Complex, Balibago, Sta. Rosa, Laguna, herein represented by its General Manager, MELQUIADES ALEXUS A. CASTILLO ('EXCELL').

WITNESSEETH: That –

"WHEREAS, on 28 January 2013, EXCELL filed a Request for Arbitration/Complaint against TRESTON before the Construction Industry Arbitration Commission (CIAC) in connection with Contract Package No. 09:ARCHITECTURAL AND FINISHING WORKS PACKAGE for the construction of TRESTON's school building ('Project'), which Complaint was docketed as CIAC Case No. 06-2013.

"WHEREAS, on 23 August 2013, the Arbitral Tribunal of CIAC rendered its Final Award, awarding to EXCELL the amount of Php16,279,937.42, broken down as follows:

DESCRIPTION	CLAIMANT'S CLAIMS (Php)	AWARD (Php)
Balance of the contract price	1,090,624.41	1,090,624.41
Variation/Change Orders	14,000,000.00	14,000,000.00
Extended Overhead Cost	6,298,360.58	0.00
Interest	1,390,284.03	997,473.69
Exemplary Damages	200,000.00	0.00
Attorney's Fees	150,000.00	0.00
Litigation expenses	50,000.00	0.00
	P23,197,269.02	P16,088,098.10
Cost of Arbitration		191,839.32
TOTAL AWARD		P16,279,937.42

"WHEREAS, on 13 September 2013, TRESTON filed its Petition for Review before the Court of Appeals questioning the Final Award. The case has been assigned to the Thirteenth Division and is docketed as CA-G.R. SP No. 131717 ('Treston Appeal').

"WHEREAS, on 11 October 2013, EXCELL filed its own Petition for Review before the Court of Appeals, likewise questioning the Final Award ('Excell Appeal'). The case is now pending before the Eleventh Division of the Court of Appeals and is docketed as CA-G.R. SP No. 132133.

"WHEREAS, EXCELL has filed a Motion for Consolidation of both the Treston Appeal and Excell Appeal with the Thirteenth Division of the Court of Appeals, praying that the Excell Appeal be consolidated with the Thirteenth Division of the Court of Appeals where the Treston Appeal is pending.

"WHEREAS, on 16 January 2014, EXCELL filed with the CIAC a Motion for Execution, praying for the issuance of a Writ of Execution to enforce the Final Award in the amount of Php16,279,937.42.

"WHEREAS, on 03 February 2014, TRESTON filed with the CIAC its Motion for Time to Post Surety Bond to stay the execution of the Final Award.

"WHEREAS, on 10 February 2014, the Arbitral Tribunal issued an Order granting TRESTON a period of fifteen (15) days from receipt thereof to post the required bond.

"WHEREAS, TRESTON and EXCELL have agreed to amicably settle the above cases, upon the terms and conditions hereinafter set forth: