

FIFTH DIVISION

[CA-G.R. CV NO. 99921, June 17, 2014]

**HELEN REYES-ORDINARIO, IN HER CAPACITY AS
ADMINISTRATRIX OF THE ESTATE OF THE LATE COL. JOSE T.
REYES, PLAINTIFF-APPELLANT, VS. SPOUSES ERNESTO
SALGADO AND HERMINIA UY-SALGADO, AND SAMUEL C. CLEOPE
AS REGISTER OF DEEDS OF QUEZON CITY, DEFENDANTS-
APPELLEES.**

D E C I S I O N (BASED ON COMPROMISE AGREEMENT)

SORONGON, E.D., J.

Acting on the defendant-appellee's Compliance^[1] cum ex-parte Motion with attached Compromise Agreement, *vis-a-vis* plaintiff-appellant's Comment^[2] thereto, this Court finds the compromise agreement denominated as Amicable Settlement executed by the parties on February 5, 2013 and acknowledged before Notary Public Atty. Danilo B. Banares and Mary Joy B. Ramirez, Philippine Vice-Consul in the City of Los Angeles, California, U.S.A. on March 13, 2013, to be in accord with law, public order, public policy, morals and good customs. The Amicable Settlement is thus herein faithfully reproduced, viz:

" AMICABLE SETTLEMENT

KNOW ALL MEN BY THESE PRESENTS:

This compromise agreement entered into by and between:

HELEN REYES-ORDINARIO, Filipino, of legal age, for herself and in her capacity as ADMINISTRATRIX of the estate of the late Col. Jose T. Reyes, with residence and postal address at No. 69 Nimbus Street. Moonwalk Village, Las Piñas City, M.M., and hereinafter referred to as ORDINARIO;

-and-

HERMINIA UY SALGADO, Filipino, of legal age, widow, and MICHAELO UY SALGADO and MARIA BERNADETTE UY SALGADO, both of legal age, Filipinos, single, and all with residence and postal addresss at No. 7 Don Rufino Street, Tahanan Village, Parañaque City, M.M. and herinafter collectively referred to as SALGADO;

WITNESSETH THAT:

WHEREAS, ORDINARIO, in her capacity as the Administratrix of the late Col. Jose T. Reyes, filed Civil Case No. Q93-14485 against spouses Ernesto S. Salgado and Herminia Uy Salgado before the Regional Trial Court of Quezon City ("RTC") and now pending adjudication with Branch

225 of the said Court, for the annulment of sale and cancellation of Transfer Certificate of Title No. 42722 of the Registry of Deeds of Quezon City, registered in the name of Ernesto Salgado married to Herminia Salgado;

WHEREAS, Ernesto S. Salgado passed away, leaving as his heirs his widow, Herminia Uy Salgado, and their children, Michaelo Uy Salgado and Bernadette Uy Salgado;

WHEREAS, in a Decision dated July 25, 2012, the RTC dismissed Civil Case No. Q93-14485 for insufficiency of evidence;

WHEREAS, ORDINARIO filed a Motion for Reconsideration dated August 17, 2012 praying for the reconsideration of the Decision. However, the RTC denied the Motion for Reconsideration in its Order dated November 7, 2012, a copy of which ORDINARIO received on November 27, 2012. Thus on November 29, 2012, ORDINARIO filed a Notice of Appeal dated November 27, 2012, appealing the Decision and the Order to the Court of Appeals on both questions of fact and law;

WHEREAS, ORDINARIO and SALGADO have decided that it is in their best interest to terminate said Civil Case No. Q93-14485 and settle amicably, as they hereby agree to settle amicably in accordance to the following terms and conditions:

NOW THEREFORE, for, in pursuance of, and in accordance with the foregoing premises, ORDINARIO and SALGADO agree and stipulate as follows:

1. ORDINARIO, as the administratrix of the late Col. Jose T. Reyes, acknowledges the ownership and title of SALGADO over the parcel of land covered by TCT No. 42722 of the Registry of Deeds of Quezon City;
2. SALGADO and ORDINARIO acknowledge that forty percent (40%) interests and rights in the said parcel of land covered by TCT No. 42722 belong in equal share to DELFIN FERRER, JR. and ROLANDO C. CIPRIANO, and sixty percent (60%) interests and rights in the same parcel of land belong to spouses SALGADO;
3. Upon execution and signing of this Compromise Agreement, SALGADO and ORDINARIO shall jointly move for a judgment based on this Compromise Agreement in Civil Case No. Q93-14485 and the cancellation of the *Lis Pendens* annotation on the same TCT No. 42722 under PE 6702/T-42722, dated January 22, 1993;
4. As a consideration for the execution of the Compromise Agreement in Civil Case No. Q93-14485 and the parties' signing of the motion as above immediately referred to, the estate of the late Col. Jose T. Reyes shall be entitled to twenty-two percent (22%) of the proceeds of the sale when the said parcel of land covered by TCT No. 42722 is sold to a

third party; Provided, that said twenty two percent (22%) shall be based on SALGADO's sixty percent (60%) interests and rights in the proceeds of said sale; and Provided further, that the same parcel of land must or shall be sold within or not later than three (3) years from the rendition of judgment in said civil case and the cancellation of the *Lis Pendens* as earlier referred to; and Provided finally, when the same parcel of land is sold, SALGADO and/or their authorized representative/s oblige themselves and undertake to immediately inform ORDINARIO in writing as to the fact of said sale to a third party. In any event, the estate of the late Col. Jose T. Reyes shall be entitled to the above share even if the parcel of land is sold beyond the said three year-period; furthermore, the parties hereby waive their respective claims and counterclaims in Civil Case No. Q93-14485, which are deemed withdrawn;

5. ORDINARIO warrants, in her personal capacity and in her capacity as administratrix of the estate of the late Col. Jose T. Reyes, that she has neither sold, nor assigned, nor encumbered to any third party, any portion or any rights and/or interests in the same parcel of land covered by TCT No. 42722. Save for the share in the proceeds of the sale as above agreed upon, ORDINARIO and the estate of the late Col. Jose T. Reyes waive all claims, rights and interest in the said parcel of land covered by TCT No. 42722.

6. It is understood that this Compromise Agreement shall be effective only upon the approval of the (a) intestate court, *i.e.*, Branch 94 of the Regional Trial Court, Quezon City, in Special Proceeding No. Q-91-9371; and (b) Regional Trial Court, Quezon City, Branch 225 in Civil Case No. Q93-14485 or the Court of Appeals once the trial court loses jurisdiction over the said case upon the transmittal of the record of the case to the appellate court on appeal. This Compromise Agreement shall be deemed void, inadmissible in any court of law and of no effect whatsoever should the said courts disapprove the same.

IN WITNESS HEREOF, the parties hereto affix their signatures on February 5, 2013 in City of Manila, M.M., Philippines.

(SGD)	SGD)
HELEN REYES ORDINARIO	HERMINIA UY SALGADO

(SGD)	(SGD)
MICHAELO UY SALGADO	MARIE BERNADETTE UY SALGADO

SIGNED IN THE PRESENCE OF:

(SGD)
