



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SPECIAL SECOND DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Special Second Division, issued a Resolution dated **06 April 2022** which reads as follows:*

“**G.R. No. 251086 (Alberto Lugtu Dela Cruz and Claudio Sotto v. Euratio S. Mamawal, Gloria Ruiz, Genevieve Mamawal, and Carolina Nuñez, as requested by Eufrazio Mamawal)**. — The Court **NOTES** respondents Euratio Mamawal, Amylou Mamawal, Jason Mamawal, and Genevieve Mamawal’s (respondents) comment¹ dated February 17, 2021 on the motion for reconsideration of petitioners Alberto Lugtu Dela Cruz (Alberto) and Claudio Sotto (Claudio).

This Court hereby resolves the Motion for Reconsideration² dated September 14, 2020, with attached Compromise Agreement³ dated July 28, 2020, filed by petitioners, seeking the following: (1) for Alberto, the approval of the attached compromise agreement executed between him and respondents in lieu of this Court’s Resolution⁴ dated June 22, 2020, which ruled that petitioners do not have the right to possess the subject land since there is no tenancy relationship between the parties; and (2) for Claudio, the reconsideration of this Court’s Resolution on the ground that there exists a tenancy relationship in this case.⁵

Apropos Alberto’s prayer, he argues that he and respondents agreed to amicably settle the cases involving the subject parcel of land through the Compromise Agreement dated July 28, 2020, pertinent portions of which read:

“This Compromise Agreement, entered into between **Eufrazio B. Mamawal**, of legal age and presently a resident of Brgy. Tariji, Tarlac, in his capacity as atty-in-fact of **Amylou Mamawal, Jason Mamawal, Genevieve Mamawal and Euratio Mamawal**, referred to as First Party and **Alberto Lugtu Dela Cruz**, of legal age and a resident of Brgy. Dalayap, Tarlac City, herein referred to as Second Party,

¹ *Rollo*, pp. 397-400.

² *Id.* at 377-382.

³ *Id.* at 383-384.

⁴ *Id.* at 375-376. Signed by Deputy Division Clerk of Court Teresita Aquino Tuazon.

⁵ *Id.* at 379-381.

WITNESSETH:

Whereas, the parties hereto are the defendants (First Party) and plaintiff (Second Party) in a DARAB case involving parcels of land located at Brgy. Dalayap, Tarlac City, now pending appeal with the Supreme Court;

Whereas, the **First Party and the Second Party have agreed to settle amicably their legal controversies** in order to have their own peace of mind;

Now therefore, the parties agree as follows:

1. The Second Party shall **relinquish actual possession of the portions equivalent to 2 hectares**, more or less, of that parcel of land located at Brgy. Dalayap, Tarlac City, which is the subject of his controversy with the Mamawal Family with Department of Agrarian Reform.
2. **The First Party shall give the Second Party free of charge a portion equivalent to one hectare of that parcel of land subject matter of the DARAB case.** The subdivision survey and tilting of the one hectare lot given to the Second Party shall be at the expense of the First Party.
3. The Second Party shall **cause the dismissal for loss of interest the case that he filed against Eufrazio Mamawal, Amylou Mamawal, Jason Mamawal, Genevieve Mamawal and Euratio Mamawal** with the Department of Agrarian Reform now pending before the Supreme Court as the Second Party recognizes the eligibility of the said persons as farmer-beneficiaries of RA 6657 as amended by RA 9700 at the time of the award.
4. The parties hereto shall endeavor to abide faithfully to the terms hereof.
5. This Compromise Agreement shall bar the parties from filing cases against each other arising from controversies that gave rise to the filing of cases against other related to the lands formerly owned by CS Mamawal Agricultural Corporation in Brgy. Dalayap, Tarlac City,⁷ (emphases supplied)

In their Comment⁶ dated February 17, 2021, respondents (1) join Alberto in his prayer for this Court to approve the Compromise Agreement dated July 28, 2020; and (2) deny Claudio's prayer for lack of merit.⁷

'A compromise is a contract whereby the parties, by making reciprocal concessions, avoid a litigation or put an end to one already commenced.'⁸ Corollary thereto, once the compromise agreement is judicially approved, it becomes more than a mere private contract binding upon the parties. 'Having the sanction of the court and entered as its determination of the controversy, it has the force and effect of any judgment.' Indeed, once approved by final order of the court, it has the force of *res judicata* between the parties and should not be disturbed except for vices of consent or forgery. Thus, a decision on a compromise agreement is final and executory and it has the force of law and is conclusive between the parties.⁹ In this regard, the non-fulfillment of its terms and conditions

⁶ Id. at 397-400.

⁷ Id. at 397-398.

⁸ A compromise agreement must comply with the requisites in Article 1318 of the Civil Code, to wit: (a) consent of the contracting parties; (b) object certain that is the subject matter of the contract; and (c) cause of the obligation that is established. Like any other contract, the terms and conditions of a compromise agreement must not be contrary to law, morals, good customs, public policy and public order. x x x (*Conchita A. Sonley v. Anchor Savings Bank*, 792 Phil. 738, 751 (2016).

⁹ *Sonley v. Anchor Savings Bank*, 792 Phil. 738, 751 (2016).

justifies the issuance of a writ of execution; execution becomes a ministerial duty of the court.¹⁰

Anent the prayer of Claudio, this Court finds his arguments as mere rehash of what was already resolved in the Petition for Review on *Certiorari*¹¹ dated February 29, 2020 and is not substantial nor convincing enough for this Court to reconsider its Resolution.

WHEREFORE, finding the Compromise Agreement dated July 28, 2020, attached to the instant Motion for Reconsideration, to be validly executed, and that the same is not contrary to law, morals, good customs, public policy, and public order, the subject Motion is **PARTLY GRANTED**, in so far as the Compromise Agreement dated July 28, 2020 is concerned. The Resolution¹² dated June 22, 2020 is hereby **PARTIALLY SET ASIDE** and in lieu thereof, the terms and conditions of the Compromise Agreement dated July 28, 2020 are **APPROVED** and **ADOPTED** as the Decision of the Court. As regards Claudio Sotto's prayer, the Court resolves to **DENY** the same for lack of merit.

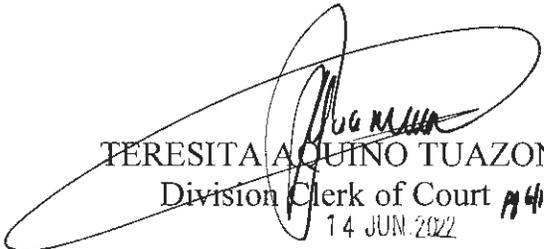
The parties are enjoined to strictly comply with the terms and conditions of their agreement.

This case is considered closed and terminated. No pronouncement as to costs.

Let entry of judgment be issued immediately.

SO ORDERED."

By authority of the Court:


TERESITA AQUINO TUAZON
Division Clerk of Court
14 JUN 2022

¹⁰ *Ilaw Buklod ng Manggagawa (IBM) Nestle Phils., Inc. Chapter v. Nestle Phils., Inc.*, 770 Phil. 266-278 (2015); see also Article 2041 of the Civil Code: 'If one of the parties fails or refuses to abide by the compromise, the other party may either enforce the compromise or regard it as rescinded and insist upon his original demand.'

¹¹ *Id.* at 13-25.

¹² *Id.* at 375-376.

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(Reg. Case No. III-T-3324-07)

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CA-G.R. SP No. 159145

*with a copy of the Compromise Agreement dated 28 July 2020
Please notify the Court of any change in your address.
GR251086. 4/06/2022(26)URES/ssb

