



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **January 18, 2023** which reads as follows:*

“G.R. No. 239149 (Estate of Pedro N. Roa, Sr., represented by its Estate Manager Benjamin G. Tiempo, Petitioner, v. Shammah Real Estate and Development Corporation, represented by its president, Eric Lim and Eddie Estoque Cabaluna, Respondents). — Initially filed before this Court is a Partial Petition for Review on *Certiorari*¹ under Rule 45 of the Rules of Court assailing the November 9, 2017 Decision² and April 26, 2018 Resolution³ of the Court of Appeals (CA) in CA-G.R. SP No. 05720-MIN, which granted the Estate of Pedro N. Roa, Sr.’s (Estate of Pedro) petition for annulment of judgment.⁴

This case involves a parcel of land known as Lot No. 3906-A, csd-10-001043-D with an area of 49,995 square meters, located in Canitoan, Cagayan de Oro, covered by Original Certificate of Title (OCT) No. P-1602, originally owned by Jose Estoque (Jose), married to Pastora Bongolto (Pastora).⁵

In 2010, the heirs of Jose and Pastora, represented by Eddie Cabaluna (Eddie), obtained an owner’s duplicate copy of OCT No. P-1602 through an

¹ *Rollo*, pp. 13–20.

² *Id.* at 25–34. Penned by Associate Justice Oscar V. Badelles with the concurrence of Associate Justices Ronaldo B. Martin and Perpetua T. Atal-Paño of the Former Special Twenty-First Division, Court of Appeals, Cagayan de Oro City.

³ *Id.* at 36–39. Penned by Associate Justice Oscar V. Badelles with the concurrence of Associate Justices Perpetua T. Atal-Paño and Tita Marilyn Payoyo-Villordon of the Special Former Special Twenty-First Division, Court of Appeals, Cagayan de Oro City.

⁴ *Id.* at 45–50.

⁵ *Id.* at 26–27.

Order⁶ issued by the Regional Trial Court, Branch 41, Misamis Oriental, (RTC Br. 41) in Miscellaneous Case (MC) No. 2010-018.⁷ Thereafter, the heirs of Jose and Pastora sold the property to Shammah Real Estate and Development Corporation (Shammah Real Estate) through an Extra-judicial Settlement of Estate with Sale.⁸ OCT No. P-1602 was then cancelled and a new one, Transfer Certificate of Title (TCT) No. 137-2011004737, was issued to Shammah Real Estate on September 28, 2011.⁹

On September 2, 2011, the Estate of Pedro filed a Complaint¹⁰ for quieting of title against the heirs of Jose and Pastora before the RTC, Branch 20, Misamis Oriental (RTC Br. 20), docketed as Civil Case No. 2011-305, which was dismissed on July 27, 2012 for lack of interest to prosecute the case.¹¹ The Estate of Pedro questioned the dismissal through a petition for review before the CA.¹² In a Resolution¹³ dated January 11, 2013, the CA dismissed the petition outright for being the wrong mode of appeal. The CA's dismissal became final on February 19, 2013 as per the Entry of Judgment¹⁴ dated May 7, 2013.

On August 30, 2013, the Estate of Pedro filed a petition¹⁵ for annulment of judgment under Rule 47 of the Rules of Court before the CA against the RTC Br. 41's Order dated June 21, 2010, which granted the issuance of an owner's duplicate of OCT No. P-1602 to the heirs of Jose and Pastora. Both Shammah Real Estate and Eddie were impleaded in the case. The Estate of Pedro alleged, among others, that RTC Br. 41 did not acquire jurisdiction over the petition because the original owner's duplicate copy was not lost, but is in the possession of the Estate of Pedro because of the previous sale between Jose and Pedro.¹⁶ On November 9, 2017, the CA granted the petition, annulling the Order dated June 21, 2010 of RTC Br. 41 and declaring void the new owner's duplicate of OCT No. P-1602,¹⁷ thus:

WHEREFORE, the petition is hereby **GRANTED**. The Order dated 21 June 2010 of the Regional Trial Court of Cagayan de Oro City, Branch 41, in Miscellaneous Case No. 2010-018 is **ANNULLED** and the new owners (*sic*) duplicate certificate of title issued by authority of the said proceedings in lieu of OCT P-1602 is declared **VOID**. Petitioner Estate of Pedro N. Roa, Sr., represented by its Estate Manager Benjamin G. Tiempo is awarded attorney's fees in the amount of Twenty Thousand (P20,000.00) Pesos.

SO ORDERED.¹⁸ (Emphasis in the original)

On April 26, 2018, the CA denied both parties' motions for partial

⁶ *Id.* at 170-171. Penned by Presiding Judge Jeffere W. Acebido.

⁷ *Id.* at 166-169. Petition for the issuance of a new owner's duplicate certificate of title.

⁸ *Id.* at 52-53.

⁹ *Id.* at 88.

¹⁰ *Id.* at 66-70.

¹¹ *Id.* at 162-163.

¹² *Id.* at 173-177.

¹³ *Id.* at 163.

¹⁴ *Id.* at 165.

¹⁵ *Id.* at 173-177.

¹⁶ *Id.* at 175.

¹⁷ *Id.* at 25-34.

¹⁸ *Id.* at 33.

reconsideration.¹⁹ Hence, this petition for review filed by the Estate of Pedro. On March 22, 2022, however, the Court received the parties' Joint Motion for Approval of Compromise and For Judgment Based Thereon.²⁰ The joint motion states that the parties, assisted by their respective counsel, entered into a compromise agreement, and prays for its approval and that judgment be rendered in accordance with it. The compromise agreement states:

1. The reconstituted title of OCT No. P-1602 for Lot No. 3906-A subject hereof issued pursuant to the order of RTC 41 of Misamis Oriental in MC No. 2010-018 shall stand;
2. The subsequent TCT No. 137-2022004737 issued in the name of respondent Shammah Real Estate and Development Corporation for Lot No. 3906-A shall stand[;]
3. The appealed Decision of the Honorable Court of Appeals dated Nov. 9, 2017 in G.R. No. 239149 annulling the said reconstituted title shall be vacated;
4. The affidavit of adverse claim and/or notice of *lis pendens* annotated on TCT No. 137-2022004737 shall be lifted;
5. For and in consideration of the amount of Ten Million Pesos ([PHP]10,000,000.00) given by respondent Shammah Real Estate and Development Corporation to petitioner, receipt of which in full is hereby acknowledged, petitioner waives and quitclaims, forever and irrevocably, any and all claims, rights or interests over Lot No. 3906-A unto and in favor of respondent Shammah Real Estate and Development Corporation, to include all its assigns or future buyers and owners, as well and holds respondent Eddie Estoque Cabaluna free from any liability as well;
6. Parties hereby waive any and all claim they have pleaded against each other in this case[.]²¹

The joint motion was signed by the Estate of Pedro's executors Apolonio Manuel B. Roa and Lolita R. Gorospe, as well as Shammah Real Estate's President Eric Lim and their respective counsels.²²

A compromise agreement is a contract whereby the parties make reciprocal concessions to resolve their differences and to put an end to litigation. Resort to a compromise agreement is an accepted, even desirable and encouraged, practice in courts and administrative tribunals for dispute settlement as long as it complies with the essential requisites²³ of a contract, and is not contrary to law, morals, good customs, public order, or public policy.²⁴

¹⁹ *Id.* a 36-39.

²⁰ *Id.* at 238.

²¹ *Id.* at 238-239.

²² *Id.* at 239-240.

²³ Art. 1318. There is no contract unless the following requisites concur:
(1) Consent of the contracting parties;
(2) Object certain which is the subject matter of the contract;
(3) Cause of the obligation which is established.

²⁴ ART. 1306 NEW CIVIL CODE. See *DMG Industries, Inc. v. Philippine American Investments Corp.*, 553 Phil. 649, 654 (2007) [Per J. Nachura, Third Division].

In this case, the Court finds that the parties' compromise agreement complied with the essential requisites of a valid contract. We find nothing contrary to law, morals, good customs, public order, or public policy in its stipulations, but shows the clear intent of the parties to settle their dispute and put an end to the litigation. Therefore, the Court resolves to **NOTE** and **GRANT** the parties' Joint Motion for Approval of Compromise and For Judgment Based Thereon.

FOR THESE REASONS, the Joint Motion for Approval of Compromise and for Judgment Based Thereon is **GRANTED**. The compromise agreement entered into by the parties is **APPROVED** and the parties are enjoined to faithfully observe and comply with the terms and conditions of their compromise agreement. The Partial Petition for Review on *Certiorari* is **DISMISSED** and the instant case is deemed **CLOSED** and **TERMINATED**.

Let entry of judgment be issued immediately.

SO ORDERED." (Kho, Jr., *J.*, on leave)

By authority of the Court:


TERESITA AQUINO TUAZON
Division Clerk of Court *18 10/26*
25 OCT 2023

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HON. PRESIDING JUDGE (reg)
Regional Trial Court, Branch 41
Cagayan de Oro City
(Miscellaneous Case No. 2010-018)

COURT OF APPEALS (reg)
Mindanao Station
Cagayan de Oro City
CA-G.R. SP No. 05720-MIN

JUDGMENT DIVISION (x)
Supreme Court, Manila

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Supreme Court, Manila

Please notify the Court of any change in your address.
GR239149. 1/18/2023(264)URES *Jo K*