Supreme Court E-Library

FIRST DIVISION

[G.R. No. L-38769. November 21, 1978]

ESTELA M. POSADAS, JUAN POSADAS III, MARIA ELENA POSADAS DE LOS ANGELES and SIXTO DE LOS ANGELES, *petitioners, vs.* **COURT OF APPEALS, HONORABLE JUDGE PASTOR R. REYES, Court of Agrarian Relations of Rizal, GALLARDO TOLENTINO, Acting Deputy Sheriff, PIO ALANO, ADRIANO LOPENA, ALFONSO LORESCA, TEODORO LOPENA and HERMOGENA SARMIENTO,** *respondents.*

SYLLABUS

CIVIL LAW; COMPROMISE AND SETTLEMENT; COMPROMISE AGREEMENT; RULE FOR ITS VALIDITY. — Where the parties to a pending case on appeal assisted by their counsels, submitted a compromise agreement whereby they mutually waived and renounced their claims and/or rights of action against each other with a prayer that judgment be rendered in accordance therewith, the same will be approved and the case deemed terminated if the agreement is not contrary to law, public policy, moral and public interest.

APPEARANCES OF COUNSEL

Hermogenes Datuin, Jr. for petitioners.
Arturo G. Rea for private respondents.

D E C I S I O N

MAKASIAR, *J.*:

On November 6, 1978, the parties, assisted by their respective counsels, prayed for judgment on the basis of the following Compromise Agreement:

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"Petitioners and private respondents, assisted by their respective counsels, having arrived at a full settlement of the above-entitled case to this Honorable Supreme Court, respectively submit for approval the following:

"1. Both parties agree to, and hereby waive and renounce, any and all claims they have against each other as alleged in their respective pleadings, more particularly private respondents' claim for indemnity, damages, improvements, right of redemption or preemption including any right, if any, under Presidential Proclamation No. 27 of the President of the Republic of the Philippines dated October 26, 1972, and in any subsequent pertinent Presidential Proclamation, and petitioners' right to collect from the private respondents any unpaid rentals on the landholdings in dispute;

"2. Private respondents admit that the respective landholdings in question have been voluntarily abandoned by them since February 1972, and because of which they hereby renounce any right, if any, they may have thereto, as a consequence of which, private respondents and their successors-in-interest admit and recognize petitioners absolute ownership over landholdings in question, and private respondents undertake not to obstruct or hinder in any way whatsoever the development as a subdivision of the landholdings in question;

"3. Petitioners by these presents undertake to convey ownership, absolutely and irrevocably unto the private respondents, homelots identified and described opposite their respective names, to wit:

"1.	Pio Alano – – – – – –	Lot 48 (LRC) Psd-19028548 sq.m. Blk. 1
"2.	Adriano Lopena – – –	Lot 67 (LRC) Psd-19028311 sq.m. Blk. 1;
"3.	Alfonso Loresca – – –	Lot 11 (LRC) Pcs-14441240 sq.m. Blk 25
"4.	Teodoro Lopena – – –	Portion of Lot 7, Blk 18(LRC) Pcs-14441 176 sq.m.
"5.	Hermogena S. Lopena	Portion of Lot 5, Blk 19(LRC) Pcs-14441 202.5 sq.m.

and to pay private respondents the following amount appearing opposite their respective names, to wit:

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"1.	Pio Alano – – – – – – – – – –	₱3,842.12
"2.	Adriano Lopena – – – – – – –	5,607.87
"3.	Alfonso Loresca – – – – – – –	3,865.75
"4.	Teodoro Lopena – – – – – – –	3,638.25
"5.	Hermogena S. Lopena – – – –	5,250.00

from which amounts the private respondents hereby apply the amount hereinbelow appearing opposite their respective names as payment to the petitioners for the lot they desire to purchase from the latter, to wit:

"1.	Pio Alano – – – – – – – – – –	₱2,090.79
"2.	Adriano Lopena – – – – – – –	3,059.23
"3.	Teodoro Lopena – – – – – – –	2,042.30
"4.	Hermogena S. Lopena – – – –	2,953.26

with the balance therefrom to be paid in cash to private respondents; receipt of which private respondents hereby acknowledge to their individual entire satisfaction;

"4. In consideration of the payment as aforestated for certain lots private respondents desire to acquire from petitioner, petitioners hereby acknowledge receipt of said amounts and hereby undertake to execute the corresponding Deed of Transfer upon full payment thereof and/or Contract to Sell of the corresponding parcels of land and its corresponding area designated opposite private respondents' respective names, to wit:

"1.	Pio Alano – – – – – – –	Lot No. 6 (LRC) Psd-191457187 sq. m.;
"2.	Adriano Lopena – – –	Lot No. 64 Blk. 2 (LRC)Psd-19028, 255 sq.m.;
"3.	Teodoro Lopena – – –	Lot No. 7-A Blk 18 (LRC)Pcs-14441, 209 sq.m;
"4.	Hermogena S. Lopena –	Lot No. 6-B Blk. 19 (LRC)Pcs-14441, 288 sq.m;
"5.	Alfonso Loresca – – –	is not purchasing any lot;

Private respondents hereby acknowledge receipt by them of the amount appearing opposite their respective names as well as the homelot conveyed to them and hereby release and acquit the petitioners from any claim or claims of whatsoever nature or kind they may now or hereafter have as against petitioners and their successors-in-interest; x x x."

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The terms and conditions stipulated in the foregoing Compromise Agreement do not contravene any law, public policy, morals or public interest.

WHEREFORE, THE AFOREQUOTED COMPROMISE AGREEMENT IS HEREBY APPROVED AND THE PARTIES ARE HEREBY ENJOINED TO ABIDE BY THE TERMS AND CONDITIONS THEREIN STIPULATED. THIS CASE IS HEREBY DECLARED CLOSED AND TERMINATED. NO COSTS.

SO ORDERED.

Teehankee (Chairman), Muñoz Palma, Fernandez, and *Guerrero, JJ.*, concur.

FIRST DIVISION

[G.R. No. L-42565. November 21, 1978]

G. B. FRANCISCO, INC., *petitioner, vs.* **WORKMEN'S COMPENSATION COMMISSION and ALEJANDRO URDAS,** *respondents.*

SYLLABUS

1. CONSTITUTIONAL LAW; BILL OF RIGHTS; RIGHT TO BE HEARD; FAILURE TO PRESENT PROOF AFTER DUE NOTICE OF HEARING IS A WAIVER OF RIGHT TO PRESENT EVIDENCE. — Where both parties to a case were notified of a hearing but only one submitted his proof, the other party thereby waived his right to present evidence at the hearing and it was too late for the case to be reopened on appeal.

2. REMEDIAL LAW; CIVIL PROCEDURE; APPEAL; FINDINGS OF FACT OF THE WORKMEN'S COMPENSATION COMMISSION ARE CONCLUSIVE AND BINDING UPON THE SUPREME