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SECOND DIVISION

[G.R. No. L-29949. July 6, 1978]

MISAMIS LUMBER, CO., INC., *petitioner*, *vs.* **THE SECRETARY OF AGRICULTURE AND NATURAL RESOURCES, THE DIRECTOR OF FORESTRY, ALI DIMAPORO, NAGA DIMAPORO, KAROMATAN TIMBER AND INVESTMENT CO., INC., CABASADA & SONS., INC. and JUAN EXPEDITO ALIX**, *respondents*.

SYLLABUS

CIVIL LAW; COMPROMISE AND SETTLEMENT; COMPROMISE AGREEMENT; EFFECT OF APPROVAL THEREOF. — Where after the Court has approved the compromise agreement nothing was heard from the parties, the case will be ordered archived.

APPEARANCES OF COUNSEL

Dionisio N. Capistrano for petitioner.
Estelito R. Alvia for private respondents.
Assistant Solicitor General Conrado T. Limcaoco for respondents Public Officials.

RESOLUTION

AQUINO, *J.*:

Misamis Lumber Co., Inc. filed on December 17, 1968 this *certiorari* and prohibition case to set aside the order of the Secretary of Agriculture and Natural Resources dated November 15, 1968 cancelling its timber license at Kapatagan, Lanao del Norte.

The respondents answered the petition. The parties filed memoranda. The case was submitted for decision on August 21, 1969. On November 5, 1970 the petitioner submitted for approval a compromise agreement which reads as follows:

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"*JUDICIAL COMPROMISE*

"To put an end to the litigation already commenced in the above entitled case, the undersigned principal parties thereto

"Manila, October 30, 1970

MISAMIS LUMBER CO., INC.
Petitioner

By:

(Sgd.) FERNANDO LOPEZ
Respondent Secretary of Agriculture and Natural Resources

(Sgd.)FRANCISCO R. CAPISTRANO
Vice-President for Legal Affairs
Acting President.

JOSE VIADO
Respondent Director of Forestry

(Sgd.) DIONISIO N. CAPISTRANO
Attorney for the Petitioner

SOLICITOR GENERAL

(Sgd.) MOHAMAD ALI DIMAPORO
Respondent

By:

(Sgd.) CONRADO T. LIMCAOCO
Counsel for Official Respondents
Assistant Solicitor General

LANAO AGRO. INDUSTRIAL CORPORATION
Voluntary Additional Respondent

By:

(Sgd.) MOHAMAD ALI DIMAPORO
President"

The judicial compromise was approved in this Court's minute resolution of November 12, 1970.

Thereafter, nothing was heard from the parties, As the case has remained in the "active" files of the Court, the parties were directed in the resolution of March 6, 1978 to state whether they had abided by the terms of the compromise and whether the case may now be considered closed and terminated.

The Solicitor General, as counsel for the public respondents, stated in his manifestation of May 10, 1978 that only the transferor or the petitioner can state whether the terms of the compromise had been performed.

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and the Lanao Agro Industrial Corporation, which voluntarily appears herein as additional respondent, have arrived at a fair compromise, as follows:

"1. The petitioner, Misamis Lumber Co., Inc., hereby transfers all rights under its timber license No. 124-71, to the Lanao Agro Industrial Corporation, of which respondent Mohamad Ali Dimaporo is the President, for and in consideration of the price of THREE HUNDRED THOUSAND PESOS (₱300,000.00) Philippine currency, to be paid jointly and severally by the transferee and Mohamad Ali Dimaporo, in the following manner:

"a. ₱100,000.00 (by check) — down payment at the signing of this compromise;

"b. ₱100,000.00 at the office of the Misamis Lumber Co., Inc., Suite 603, Don Santiago Building, 1344 Taft Avenue, Ermita, Manila, on or before January 31, 1971, without the necessity of a demand;

"c. ₱100,000.00 at the office of the Misamis Lumber Co., Inc., Suite 603, Don Santiago Building, 1344 Taft Avenue, Ermita, Manila, on or before February 28, 1971 without the necessity of a demand.

"This transfer of rights is hereby approved by the official respondents, the Secretary of Agriculture and Natural Resources and the Director of Forestry.

"2. In. case of delay in the fulfillment of the obligation to pay, the Misamis Lumber Co., Inc., may secure from the Court a writ of execution against the properties of the solidary debtors. In event the writ of execution is returned unsatisfied, the transfer of rights under timber license No. 124-71 shall be deemed rescinded and the said timber license shall be considered reconveyed to the Misamis Lumber Co., Inc., with the approval of the official respondents, the Secretary of Agriculture and Natural Resources and the Director of Forestry. The Misamis Lumber Co., Inc., may then secure from the court a writ of execution for recovery of the possession of the Kapatagan forest concession from the Lanao Agro. Industrial Corporation and respondent Mohamad Ali Dimaporo, without obligation to make reimbursement of any kind."

3. This compromise shall be submitted to the Court for approval and judgment in accordance with its stipulations.

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Counsel for the petitioner in his manifestation dated June 14, 1978 stated that he is not in a position to state whether the case should now be considered closed because he has not been able to communicate with the president of the petitioner who is now residing in Indonesia.

The other interested parties have not made any manifestation.

In view thereof, the Court Resolved to direct that this case be ARCHIVED.

SO ORDERED.

Fernando, Antonio, Concepcion Jr., and *Santos JJ.*, concur.

Barredo, J., as far as I am concerned, the approval of the compromise by this Court put an end to this litigation, without regard as to whether or not the parties have complied therewith.

EN BANC

[G.R. No. L-32126. July 6, 1978]

THE PEOPLE OF THE PHILIPPINES, *plaintiff-appellee, vs.* **NEMESIO TALINGDAN, MAGELLAN TOBIAS, AUGUSTO BERRAS, PEDRO BIDES and TERESA DOMOGMA,** *accused-appellants.*

SYLLABUS

1. REMEDIAL LAW; EVIDENCE; CREDIBILITY OF WITNESSES; ABSENCE OF CIRCUMSTANCES THAT DISCREDIT; CASE AT BAR.— The fact that the witness varied on cross-examination the exact time of some of the occurrences she witnessed, such as, (1) whether it was before or after Bernardo had began eating when he was shot; (2) whether it was before or after seeing her mother's meeting with her co-accused in the morning of