



REPUBLIC OF THE PHILIPPINES  
SUPREME COURT  
Manila

SECOND DIVISION

**NOTICE**

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **06 July 2020** which reads as follows:*

“**G.R. No. 240801** (*Ysmael C. Recolizado, Jane C. Recolizado and Jessie C. Recolizado v. Marily Q. Loa*). – The instant petition stemmed from a Complaint for the Recovery of Real Property<sup>1</sup> filed by Ysmael Recolizado, Jane Recolizado, and Jessie Recolizado (petitioners) against Marily Q. Loa (respondent) before the Regional Trial Court (RTC), Branch 8, Aparri, Cagayan in Civil Case No. II-6076.

On June 4, 2018, the RTC dismissed petitioners’ Complaint on the ground that the total assessed value of the properties was not alleged although tax declarations of the properties were attached thereto.<sup>2</sup>

Petitioners moved to reconsider and filed a Motion to Amend Complaint, attaching the Amended Complaint with the assessed value of the properties.<sup>3</sup> This notwithstanding, the RTC denied the motion in its Resolution<sup>4</sup> dated July 13, 2018. The RTC ruled that “the amendment [of the complaint] is not allowed if the purpose of the amendment is to confer jurisdiction upon the court.”<sup>5</sup>

Aggrieved, petitioners filed before the Court the instant Petition for Review.<sup>6</sup> Comment and Reply were filed by the parties.

Subsequently, petitioners filed a “Withdrawal of the Petition”

<sup>1</sup> *Rollo*, pp. 17-19.

<sup>2</sup> *Id.* at 29-30, penned by Presiding Judge Nicanor S. Pascual, Jr.

<sup>3</sup> *Id.* at 32-33.

<sup>4</sup> *Id.* at 14-15.

<sup>5</sup> *Id.* at 14.

<sup>6</sup> *Id.* at 3-10.

dated June 13, 2019 in consideration of a settlement between the parties.<sup>7</sup>

Respondent filed a Comment<sup>8</sup> dated October 16, 2019 stating that there was an attempt to settle but the compromise agreement was rendered ineffective due to non-compliance of the undertaking. Significantly, respondent manifested that the withdrawal of the petition is most welcomed.

Meanwhile, petitioners' counsel, Atty. Manuel T. Molina filed a Notice of Withdrawal of Appearance dated November 11, 2019 with the petitioners' conformity.

On November 12, 2019, a Compromise Agreement<sup>9</sup> was made and entered into between petitioners and respondent for the purpose of settling their disputes and to put an end to the pending litigation between them. It was also stated that the Compromise Agreement shall be submitted to the RTC for approval and the rendition of judgment based thereon.<sup>10</sup>

On November 26, 2019, petitioners, through their new counsel, filed a Manifestation and Motion<sup>11</sup> dated November 19, 2019 and prayed that their Compromise Agreement<sup>12</sup> dated November 12, 2019 be duly noted and that the instant petition be withdrawn on the basis thereof.

It is a truism that "a compromise agreement entered into by party-litigants, when not contrary to law, public order, public policy, morals, or good custom is a valid contract which is the law, between the parties themselves. It follows, therefore, that a compromise agreement, not tainted with infirmity, irregularity, fraud, or illegality is the law between the parties who are duty bound to abide by it and observe strictly its terms and conditions."<sup>13</sup>

Considering that the Court finds the Compromise Agreement to be consistent with law, morals and public policy, said Compromise Agreement with Special Power of Attorney submitted by petitioners and respondent is hereby **NOTED**. As prayed for by petitioners, the instant Petition is deemed **WITHDRAWN**.

<sup>7</sup> *Id.* at 57.

<sup>8</sup> *Id.* at 63-65.

<sup>9</sup> *Id.* at 88-95.

<sup>10</sup> *Id.* at 90.

<sup>11</sup> *Id.* at 71-75.

<sup>12</sup> *Id.* at 88-96.

<sup>13</sup> *Esguerra v. CA*, 335 Phil. 58, 69 (1997).

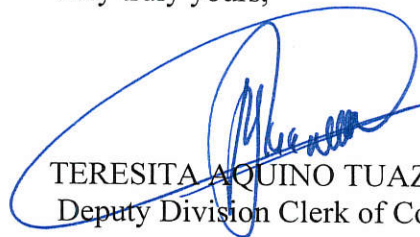
In view of the foregoing, the Court Resolved to (1) **NOTE** the Comment dated October 16, 2019; (2) **NOTE** and **GRANT** the Notice of Withdrawal of Appearance dated November 11, 2019; (3) **NOTE** and **GRANT** the Manifestation and Motion dated November 19, 2019.

Accordingly, the case is considered **CLOSED** and **TERMINATED**.

Let entry of judgment be issued immediately.

**SO ORDERED.**” (GAERLAN, *J.*, designated as additional member, per Special Order No. 2780 dated May 11, 2020).

Very truly yours,

  
TERESITA AQUINO TUAZON  
Deputy Division Clerk of Court *with 8/28*

BARBERS MOLINA AND MOLINA (reg)  
Counsel for Petitioner  
Suite 200, Delta Building  
West Avenue, Quezon City

ATTY. DANILO C. CUNANAN (reg)  
Counsel for Respondent  
3561-A 2<sup>nd</sup> corner Mag. Villamor Streets  
Bacood Sta. Mesa, 1016 Manila

HON. PRESIDING JUDGE (reg)  
Regional Trial Court, Branch 8  
Aparri, 2515 Cagayan  
(Civil Case No. II-6075)

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GR240801. 07/06/2020(51)URES