



Republic of the Philippines  
**Supreme Court**  
 Manila

**THIRD DIVISION**

SUPREME COURT OF THE PHILIPPINES  
 SUPREME INFORMATION OFFICE  
 PUBLIC INFORMATION OFFICE

**RECORDED**  
 MAR 13 2020  
 MAR 13 2020  
 BY: JOHN  
 TIME: 1:15

**NOTICE**

Sirs/Mesdames:

*Please take notice that the Court, Third Division, issued a Resolution dated **February 5, 2020**, which reads as follows:*

**“G.R. No. 227791 (*Alice Chaves v. Mega Integrated Agro-Industrial Farms, Inc., et al.*).** – On January 2, 2020, petitioner Alice Chaves and respondent Mega Integrated Agro-Industrial Farms, Inc., with the assistance of counsel, filed a Motion to Dismiss Based on Compromise,<sup>1</sup> together with the proposed Compromise Agreement<sup>2</sup> attached thereto, for the consideration of the Court. The full text of the said Compromise Agreement reads:

**COMPROMISE AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement is entered into by and between:

**ALICE CHAVES**, of legal age, widow and a resident of Upper Carmen, Cagayan de Oro City, hereinafter referred to as the **FIRST PARTY**;

-And-

**MEGA INTEGRATED AGRO-LIVESTOCK FARM CORPORATION**, a corporation existing and organized under the law of the Philippines, herein represented by **MR. ERWIN BRYAN SEE**, hereinafter referred to as the **SECOND PARTY**;

-Witnesseth:-

**WHEREAS**, the **FIRST PARTY** has filed a Petition for Review on Certiorari against the **SECOND PARTY** which is now pending before the Honorable Supreme Court, docketed as Gr. No. 227791, entitled *Alice Chaves vs. Mega Integrated Agro Industrial Farm, Inc., et al.*,

<sup>1</sup> *Rollo*, pp. 235-240.  
<sup>2</sup> *Id.* at 241-243.

**WHEREAS**, the Second Party's name in the aforesaid Petition was inadvertently written as MEGA INTEGRATED AGRO INDUSTRIAL FARM, INC. instead of MEGA INTEGRATED AGRO-LIVESTOCK FARM CORPORATION;

**WHEREAS**, the parties understood that the names "MEGA INTEGRATED AGRO INDUSTRIAL FARM, INC.," which was impleaded as one of the respondents in Gr. No. 227791 and herein "MEGA INTEGRATED AGRO-LIVESTOCK FARM CORPORATION" refer to one and the same entity.

**WHEREAS**, after careful evaluation and mature deliberations, herein parties have freely and voluntarily agreed to settle the above-mentioned case as further amplified hereunder

**NOW THEREFORE**, premises laid, the parties hereto have agreed to be mutually bound by their undertakings subject to the following terms and conditions, to wit:

1. That the parties agree to amicably settle the above-mentioned case in G.r No. 227791 in relation to the disputed 254 and 1,000 square meter parcels of land, identified as Lot No. 19530-A-2[.]

2. The **FIRST PARTY** hereby waives and quitclaims all her rights, participations, adverse claims or otherwise, liens and interests over the two (2) subject lands.

3. Furthermore, **FIRST PARTY** undertakes to no longer pursue the above-mentioned petition and forthwith request the Honorable Supreme Court of the Philippines, whether thru herself or thru counsel, that the case she filed before the Honorable Supreme Court, docket as G.R. No. 227791, be dismissed with prejudice

4. Should there be a judgment against the Second Party rendered by the Honorable Supreme Court in G.R. No. 227791, before or after the execution of this Compromise Agreement, the First party shall no longer execute or enforce the same as it is understood by the parties that this Agreement shall be the final settlement and judgment on the merits of the above-mentioned case;

5. That the parties freely and voluntarily entered into this Compromise Agreement without and vitiation of consent and employment of force, intimidation, undue influence or fraud;

6. That parties shall adhere and comply faithfully with the conditions and stipulations of this agreement under pain of civil and criminal prosecution.

IN WITNESS WHEREOF, the parties hereto sign this Agreement this 8<sup>th</sup> day of November 2019 at Cagayan de Oro City.<sup>3</sup> (Emphasis in the original.)

All told, the Court finds that the Compromise Agreement is not contrary to law, morals, good customs and public policy. Moreover, it appears to be freely executed by both parties, with the assistance of their respective counsels. The Court finds no reason not to grant the prayer of the parties and hereby bestows judicial approval of their Compromise Agreement.

WHEREFORE, finding the above Compromise Agreement attached to the Motion to Dismiss Based on Compromise, to be validly executed, and that the same are not contrary to law, morals, good customs, public policy and public order, the motion is hereby **GRANTED** and the instant case is hereby **DISMISSED**. The parties are enjoined to strictly comply with the terms and conditions of their agreement. No pronouncement as to costs.

**SO ORDERED.”**

Very truly yours,

~~MISAEL DOMINGO C. BATTUNG III~~  
**MISAEL DOMINGO C. BATTUNG III**  
Division Clerk of Court  
*[Handwritten Signature]*

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COURT OF APPEALS  
CA G.R. CV No. 02888-MIN  
9000 Cagayan de Oro City

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Sps. Nelie & Paquito Yap  
Respondent  
(Present Address Unknown)

<sup>3</sup> Id.