

## THIRD DIVISION

[ G.R. No. 183965, September 18, 2009 ]

**JOANIE SURPOSA UY, PETITIONER, VS. JOSE NGO CHUA,  
RESPONDENT.**

### D E C I S I O N

**CHICO-NAZARIO, J.:**

This is a Petition for Review under Rule 45 of the Rules of Court assailing the Resolution dated 25 June 2008 of the Regional Trial Court (RTC) of Cebu City, Branch 24, which granted the demurrer to evidence of respondent Jose Ngo Chua, resulting in the dismissal of Special Proceeding No. 12562-CEB.

Petitioner Joanie Surposa Uy filed on 27 October 2003 before the RTC a Petition<sup>[1]</sup> for the issuance of a decree of illegitimate filiation against respondent. The Complaint was docketed as **Special Proceeding No. 12562-CEB**, assigned to RTC-Branch 24.

Petitioner alleged in her Complaint that respondent, who was then married, had an illicit relationship with Irene Surposa (Irene). Respondent and Irene had two children, namely, petitioner and her brother, Allan. Respondent attended to Irene when the latter was giving birth to petitioner on 27 April 1959, and instructed that petitioner's birth certificate be filled out with the following names: "ALFREDO F. SURPOSA" as father and "IRENE DUCAY" as mother. Actually, Alfredo F. Surposa was the name of Irene's father, and Ducay was the maiden surname of Irene's mother. Respondent financially supported petitioner and Allan. Respondent had consistently and regularly given petitioner allowances before she got married. He also provided her with employment. When petitioner was still in high school, respondent required her to work at the Cebu Liberty Lumber, a firm owned by his family. She was later on able to work at the Gaisano- Borromeo Branch through respondent's efforts. Petitioner and Allan were introduced to each other and became known in the Chinese community as respondent's illegitimate children. During petitioner's wedding, respondent sent his brother Catalino Chua (Catalino) as his representative, and it was the latter who acted as father of the bride. Respondent's relatives even attended the baptism of petitioner's daughter.<sup>[2]</sup>

In his Answer<sup>[3]</sup> to the Complaint, filed on 9 December 2003, respondent denied that he had an illicit relationship with Irene, and that petitioner was his daughter.<sup>[4]</sup> Hearings then ensued during which petitioner testified that respondent was the only father she knew; that he took care of all her needs until she finished her college education; and that he came to visit her on special family occasions. She also presented documentary evidence to prove her claim of illegitimate filiation. Subsequently, on 27 March 2008, respondent filed a Demurrer to Evidence<sup>[5]</sup> on the ground that the Decision dated 21 February 2000 of RTC-Branch 9 in Special

Proceeding No. 8830-CEB had already been barred by *res judicata* in Special Proceeding No. 12562-CEB before RTC-Branch 24.

It turned out that prior to instituting Special Proceeding No. 12562-CEB on 27 October 2003, petitioner had already filed a similar Petition for the issuance of a decree of illegitimate affiliation against respondent. It was docketed as **Special Proceeding No. 8830-CEB**, assigned to RTC-Branch 9. Petitioner and respondent eventually entered into a Compromise Agreement in Special Proceeding No. 8830-CEB, which was approved by RTC-Branch 9 in a Decision<sup>[6]</sup> dated 21 February 2000. The full contents of said Decision reads:

Under consideration is a Compromise Agreement filed by the parties on February 18, 2000, praying that judgment be rendered in accordance therewith, the terms and conditions of which follows:

"1. Petitioner JOANIE SURPOSA UY declares, admits and acknowledges that there is no blood relationship or filiation between petitioner and her brother Allan on one hand and [herein respondent] JOSE NGO CHUA on the other. This declaration, admission or acknowledgement is concurred with petitioner's brother Allan, who although not a party to the case, hereby affixes his signature to this pleading and also abides by the declaration herein.

2. As a gesture of goodwill and by way of settling petitioner and her brother's (Allan) civil, monetary and similar claims but without admitting any liability, [respondent] JOSE NGO CHUA hereby binds himself to pay the petitioner the sum of TWO MILLION PESOS (P2,000,000.00) and another TWO MILLION PESOS (P2,000,000.00) to her brother, ALLAN SURPOSA. Petitioner and her brother hereby acknowledge to have received in full the said compromise amount.

3. Petitioner and her brother (Allan) hereby declare that they have absolutely no more claims, causes of action or demands against [respondent] JOSE NGO CHUA, his heirs, successors and assigns and/or against the estate of Catalino Chua, his heirs, successors and assigns and/or against all corporations, companies or business enterprises including Cebu Liberty Lumber and Joe Lino Realty Investment and Development Corporation where defendant JOSE NGO CHUA or CATALINO NGO CHUA may have interest or participation.

4. [Respondent] JOSE NGO CHUA hereby waives all counterclaim or counter-demand with respect to the subject matter of the present petition.

5. Pursuant to the foregoing, petitioner hereby asks for a judgment for the permanent dismissal with prejudice of the

captioned petition. [Respondent] also asks for a judgment permanently dismissing with prejudice his counterclaim."

Finding the said compromise agreement to be in order, the Court hereby approves the same. Judgment is rendered in accordance with the provisions of the compromise agreement. The parties are enjoined to comply with their respective undertakings embodied in the agreement.<sup>[7]</sup>

With no appeal having been filed therefrom, the 21 February 2000 Decision of RTC-Branch 9 in Special Proceeding 8830-CEB was declared final and executory.

Petitioner filed on 15 April 2008 her Opposition<sup>[8]</sup> to respondent's Demurrer to Evidence in Special Proceeding No. 12562-CEB. Thereafter, RTC-Branch 24 issued its now assailed Resolution dated 25 June 2008 in Special Proceeding No. 12562-CEB, granting respondent's Demurrer.

RTC-Branch 24 summarized the arguments of respondent and petitioner in the Demurrer and Opposition, respectively, as follows:

This is to resolve the issues put across in the Demurrer to the Evidence submitted to this Court; the Opposition thereto; the Comment on the Opposition and the Rejoinder to the Comment.

x x x x

1. The instant case is barred by the principle of res judicata because there was a judgment entered based on the Compromise Agreement approved by this multiple-sala Court, branch 09, on the same issues and between the same parties.
2. That such decision of Branch 09, having attained finality, is beyond review, reversal or alteration by another Regional Trial Court and not even the Supreme Court, no matter how erroneous.
3. Judicial Admissions or admission in petitioner's pleadings to the effect that there is no blood relationship between petitioner and respondent, which is a declaration against interest, are conclusive on her and she should not be permitted to falsify.
4. That the Certificate of Live Birth showing that petitioner's father is Alfredo Surposa is a public document which is the evidence of the facts therein stated, unless corrected by judicial order.
5. After receiving the benefits and concessions pursuant to their compromise agreement, she is estopped from refuting on the effects thereof to the prejudice of the [herein respondent].

The summary of the Opposition is in this wise:

1. That the illegitimate filiation of petitioner to respondent is established by the open, and continuous possession of the status of an illegitimate child.
2. The Demurrer to the evidence cannot set up the affirmative grounds for a Motion to Dismiss.
3. The question on the civil status, future support and future legitime can not be subject to compromise.
4. The decision in the first case does not bar the filing of another action asking for the same relief against the same defendant.<sup>[9]</sup>

Taking into consideration the aforementioned positions of the parties, RTC-Branch 24 held that:

Looking at the issues from the viewpoint of a judge, this Court believes that its hands are tied. Unless the Court of Appeals strikes down the Compromise Judgment rendered by Branch 09 of the Regional Trial Court of Cebu City, this Court will not attempt to vacate, much more annul, that Judgment issued by a co-equal court, which had long become final and executory, and in fact executed.

This court upholds the Policy of Judicial Stability since to do otherwise would result in patent abuse of judicial discretion amounting to lack of jurisdiction. The defense of lack of jurisdiction cannot be waived. At any rate, such is brought forth in the Affirmative Defenses of the Answer.

This Court, saddled with many cases, suffers the brunt of allowing herein case involving same parties to re-litigate on the same issues already closed.<sup>[10]</sup>

In the end, RTC-Branch 24 decreed:

WHEREFORE, in view of the foregoing, the Demurrer to the Evidence is hereby given due course, as the herein case is hereby ordered DISMISSED.<sup>[11]</sup>

RTC-Branch 24 denied petitioner's Motion for Reconsideration<sup>[12]</sup> in a Resolution<sup>[13]</sup> dated 29 July 2008.

Petitioner then filed the instant Petition raising the following issues for resolution of this Court:

Whether or not the principle of *res judicata* is applicable to judgments predicated upon a compromise agreement on cases enumerated in Article 2035 of the Civil Code of the Philippines;

## II

Whether or not the compromise agreement entered into by the parties herein before the Regional Trial Court, Branch 09 of Cebu City effectively bars the filing of the present case.<sup>[14]</sup>

At the outset, the Court notes that from the RTC Resolution granting respondent's Demurrer to Evidence, petitioner went directly to this Court for relief. This is only proper, given that petitioner is raising pure questions of law in her instant Petition.

Section 1, Rule 45 of the Rules of Court provides:

SECTION 1. *Filing of petition with Supreme Court.* - A party desiring to appeal by *certiorari* from a judgment or final order or resolution of the Court of Appeals, the Sandiganbayan, the Regional Trial Court or other courts whenever authorized by law, may file with the Supreme Court a verified petition for review on *certiorari*. The petition shall raise only questions of law which must be distinctly set forth.

Clearly, a party may directly appeal to this Court from a decision or final order or resolution of the trial court on pure questions of law. A question of law lies, on one hand, when the doubt or difference arises as to what the law is on a certain set of facts; a question of fact exists, on the other hand, when the doubt or difference arises as to the truth or falsehood of the alleged facts. Here, the facts are not disputed; the controversy merely relates to the correct application of the law or jurisprudence to the undisputed facts.<sup>[15]</sup>

The central issue in this case is whether the Compromise Agreement entered into between petitioner and respondent, duly approved by RTC-Branch 9 in its Decision dated 21 February 2000 in Special Proceeding No. 8830-CEB, constitutes *res judicata* in Special Proceeding No. 12562-CEB still pending before RTC-Branch 24.

The doctrine of *res judicata* is a rule that pervades every well-regulated system of jurisprudence and is founded upon two grounds embodied in various maxims of the common law, namely: (1) public policy and necessity, which makes it in the interest of the State that there should be an end to litigation, *interest reipublicae ut sit finis litium*, and (2) the hardship of the individual that he should be vexed twice for the same cause, *nemo debet bis vexari pro eadem causa*.<sup>[16]</sup>

For *res judicata*, to serve as an absolute bar to a subsequent action, the following requisites must concur: (1) there must be a final judgment or order; (2) the court rendering it must have jurisdiction over the subject matter and the parties; (3) it must be a judgment or order on the merits; and (4) there must be, between the two cases, identity of parties, subject matter, and causes of action.<sup>[17]</sup>