

SECOND DIVISION

[G.R. No. 141182, October 09, 2001]

**HEIRS OF PEDRO CUETO REPRESENTED BY ASUNCION CUETO,
PETITIONER, VS. HON. COURT OF APPEALS (SPECIAL FORMER
FIRST DIVISION) AND CONSOLACION COMPUESTO,
RESPONDENTS.**

D E C I S I O N

BUENA, J.:

This is an appeal by *Certiorari* under Rule 45, seeking to set aside the Decision of the Court of Appeals dated April 30, 1999^[1] in CA G.R. SP No. 45708 entitled, "Heirs of Pedro Cueto vs. Consolacion Compuesto," which denied the Petition for Review and affirmed the Decision of the Department of Agrarian Reform Adjudication Board, the dispositive portion of which reads:

"WHEREFORE, in the light of the foregoing, judgment is hereby rendered declaring petitioner (herein respondent) as the bonafide tenant of landowner Pedro Cueto on the subject land holding, ordering the substituted respondents:

"1. To return the physical possession and cultivation of the subject property to herein petitioner.

"2. To respect and desist from further disturbing petitioner in her possession/cultivation of the subject land.

"All claims and counterclaim are hereby dismissed for lack of legal basis.

"No pronouncement as to cost.

"SO ORDERED."^[2]

On March 20, 2001, after an exchange of pleadings and while the above-entitled case was pending resolution before the Second Division of this Court, the Petitioners and the Private Respondent, by their respective counsels, entered into a compromise agreement.^[3] On even date, the parties filed a Joint Motion for Leave to File Joint Motion to Admit Compromise.^[4] This Court granted the said motion for leave on July 2, 2001.^[5] Thereafter, on August 30, 2001, Petitioners and Private Respondent filed a Joint Manifestation with Motion^[6] to approve the said compromise agreement, dated March 20, 2001, which reads:

"The undersigned parties, assisted by their respective counsels, and the Heirs of the Spouses Zacarias and Coleta Buenaagua, represented by Diana B. Leus, have agreed to amicably settle the above-entitled case, under the following terms and conditions:

"COMPROMISE AGREEMENT

"1. That respondent Consolacion Compuesto and the Heirs of the Spouses Zacarias and Coleta Buenaagua will divide equally the involved landholding in this case consisting of more or less 1.20 hectares of riceland, situated at Sto. Niño, Sagnay, Camarines Sur, and bounded by a Creek and the lands of Francisco Buenaagua, Clemente Coronel, Paulino Villano, and Zacarias Buenaagua;

"2. That the above-cited division shall be done by vertically dividing the above-described landholding from its middle portion;

"3. That the divided half portion of the involved landholding bounded by a creek and the lands of Francisco Buenaagua and Clemente Coronel will be the portion that will go to respondent Consolacion Compuesto while the half portion of the involved landholding bounded by the lands of Paulino Villano and Zacarias Buenaagua will be the portion that will go collectively to the heirs of Spouses Zacarias and Coleta Buenaagua;

"4. That respondent Consolacion Compuesto and the Heirs of the Spouses Zacarias and Coleta Buenaagua will share equally in the expenses to be incurred in the segregation or division of their above-described respective half portions;

"5. That respondent Consolacion and the Heirs of the Spouses Zacarias and Coleta Buenaagua will each pay the heirs of Pedro Cueto the amount of Twenty Five thousand (P25,000.00) Pesos or a total amount of Fifty Thousand (P50,000.00) Pesos, in addition to what they had already paid as the landowners' share or rentals in the involved landholding, as the just compensation of said landholding;

"6. That the above-cited obligations of respondent Consolacion Compuesto and the heirs of the Spouses Zacarias and Coleta Buenaagua will be discharged by each of them by paying or giving said heirs of Pedro Cueto one-fourth (1/4) share of their net harvests in their respective above-described half portions in the involved landholding, to commence after their harvests in their respective portions in the involved landholding after the approval of this agreement by the Honorable Court, until they are fully paid; and

"7. That by virtue of this compromise agreement, the parties hereto have waived and renounced, as they hereby waive and renounced forever, any and all claims and counterclaims of whatever nature and kind against each other arising from and/or by reason of this present case.

"WHEREFORE, premises considered, the undersigned parties most respectfully prayed of this Honorable Court that the foregoing