

THIRD DIVISION

[A.M. No. RTJ-93-1080, October 02, 1997]

**HANSON SANTOS, COMPLAINANT VS. JUDGE SANCHO DAMES II AND SHERIFF IV EDUARDO MORENO, RESPONDENT.
R E S O L U T I O N**

FRANCISCO, J.:

On June 20, 1998, herein respondent Judge Sancho Dames II of Branch 38 of the Regional Trial Court of Daet, Camarines Norte, rendered judgment in the action for performance filed by herein complainant Hanson S. Santos against one Jacob Nagera based on a Compromise Agreement entered into by the parties, to wit:

"x x x
x

x x x

x x

'COMPROMISE AGREEMENT

'The parties, assisted by their respective counsels, to this Honorable Court, respectfully submit this Compromise Agreement, as follows:

"1. That the defendant binds himself to recognize as hereby, he recognizes the ownership of the land, subject matter of the case, containing an area of ONE THOUSAND SIX HUNDRED AND TWENTY (1,620) square meters, more or less;

"2. That the plaintiff binds and obligates himself to settle and give the amount of THIRTY THOUSAND (P30,000.00) PESOS to the defendant, subject to the condition that the defendant will remove all existing improvements inside the said land purchased from LEONORA VDA. DE LEGASPI, et. al. under a Deed of Absolute Sale on May 3, 1982;

"3. That in addition, the plaintiff also binds himself to cause the conveyance and transfer of the land consisting of SIX HUNDRED EIGHTY (680) square meters, pursuant to the previously agreed area by the plaintiff and defendant, which is attached as Annex "A";

"4. That plaintiff confirm and ratifies that the amount of ONE THOUSAND FIVE HUNDRED (sic) PESOS (P1,500.00) previously given to the defendant is not included in the P30,000.00;

"5. That the defendant is willing to accept the amount of TEN THOUSAND PESOS (P10,000.00) within ten (10) days from approval of this Compromise Agreement to enable defendant to remove or start removing the improvements and plaintiff will deposit with the Court the amount of TWENTY THOUSAND PESOS (P20,000.00) within ten (10) days from receipt of the order approving the same Compromise Agreement, provided that the said amount of P20,000.00 will not be withdrawn except upon notice to the Court that the defendant has completed the removal of all existing improvements and turn over the portion vacated by him and his children to the plaintiff, and the acceptance of the latter from the former;

"6. That the parties understand that there are no other person or parties but the defendant hereby assumed the full responsibility of the removal of the improvement they being constructed by his own children; and

"7. The parties have entered this Compromise Agreement in all sincerity, good faith and honesty.

"WHEREFORE, it is prayed jointly by the parties that the Compromise Agreement not being contrary to law, moral or public policy be approved.

The aforequoted agreement is not contrary to law nor against public morals or public policy, and, therefore, the same is hereby approved.

"WHEREFORE, the Court hereby renders judgment in accordance with the foregoing agreement and order the parties, plaintiff and defendant, to faithfully comply with the term and conditions therein set forth, without any pronouncement as to costs.

SO ORDERED."^[1]

Pursuant to said agreement, respondent Judge issued two (2) Orders dated February 17, 1993^[2] and June 14, 1993^[3] for the demolition of defendant Nagera's houses erected inside complainant's property.

Complainant, is a sworn complaint dated September 1, 1993,^[4] claims that notwithstanding the lapse of five (5) years from this rendition of the judgment and the two (2) orders mentioned above, judgment has not been executed by reason of what complainant describes as a "series of vacillating actions" of respondent judge – the most recent of which is the latter's issuance of another Order dated July 14, 1993^[5] where one Engr. Tabarra was appointed as Commissioner to conduct a relocation survey for the purpose of determining the actual boundary of complainant Santos' property. To order a relocation survey is, to complainant Santos, irregular since there has already been a previous factual finding by respondent judge that defendant Nagera's houses are