

TWELFTH DIVISION

[CA-G.R. SP NO. 134295, November 28, 2014]

**FELIPE V. GATINGA, PETITIONER, VS. ANDRES IDIO,
RESPONDENT.**

D E C I S I O N

DIMAAMPAO, J.:

At the core of this *Petition for Review*^[1] are the *Decision*^[2] dated 8 August 2013 and *Order*^[3] dated 6 January 2014 of the Regional Trial Court (RTC), First Judicial Region, Dagupan City, Branch 42, affirming the *Decision*^[4] of the Municipal Trial Court (MTC) of Mapandan, Pangasinan, which found meritorious the *Complaint*^[5] of respondent for *Implementation of Amicable Settlement*,^[6] and denying the *Motion for Reconsideration*^[7] thereof, respectively, in Civil Case No. 2013-0012-D.

The prevenient facts of the case are incontrovertible.

Petitioner Felipe Gatinga (petitioner) is the owner of a parcel of land covered by Transfer Certificate of Title (TCT) No. P-42506 of the Registry of Deeds for Pangasinan. Respondent Andres Idio (respondent) owns an interior portion thereof which serves as an access road from his lot to the main road.

Respondent lodged a *Complaint*^[8] against petitioner before the MTC, docketed as Civil Case No. 660, for the implementation of their amicable settlement agreement. He averred that on 15 June 2012, petitioner agreed to donate a portion of his realty covering 1.25 square meters and to sell another 1.25 square meters at a price based on the market value in the locality worth approximately P20,000.00. In turn, respondent committed to donate 50 square meters, more or less, of his land adjoining petitioner's lot. Forthwith, respondent made good his commitment by surrendering possession of the agreed portion of his area. He even bought two truckloads of sand and gravel to make a new access road which he and other owners living nearby would utilize.

Lamentably, petitioner reneged on his commitment as he neither sold nor donated the real estate which he promised. As it happened, he closed the old and newly-constructed access road thereby depriving respondent and the other inhabitants within the area of their right of access to the main road. The matter was then brought at the *barangay* level.

Refuting respondent's averments, petitioner maintained that there can be no amicable settlement to speak of since the meeting before the *barangay* was merely preliminary without the parties having entered into any concrete agreement. Respondent had no right to ask for a right of way since he had access to the *barangay* or municipal road and the frontage of his lot was wider than the frontage

of his (petitioner's) lot where respondent was claiming a right of way. Moreover, respondent's entitlement to the said right of way was already settled earlier by the court *a quo* in a case entitled, **Sps. Andres Idio v. Sps. Felipe Gatinga**, and docketed as Case No. 2011-0021-D wherein his *Complaint* was dismissed.

In due course, the MTC rendered its 29 November 2012 *Decision* finding merit in respondent's *Complaint* and directing petitioner to comply with his obligation as stipulated in the amicable settlement agreement he executed with respondent. The *fallo* of the *Decision* reads:

"In view thereof, the (petitioner) is hereby directed to comply with his obligation as stipulated in the settlement document he executed with the (respondent) and also duly signed by Punong Barangay Joseph V. Soriano and Kgd. Machy Gatinga.

SO ORDERED."^[9]

Aggrieved, petitioner appealed^[10] to the court *a quo* which, in the impugned *Decision* affirmed *in toto* the findings of the lower court. Petitioner sought for a reconsideration^[11] but his plea fell on deaf ears as the court *a quo* denied his entreaty in the assailed *Order*.

Through the present recourse, petitioner now comes to Us raising the following errors—

I

THE REGIONAL TRIAL COURT ERRED IN AFFIRMING IN TOTO THE DECISION OF THE MTC MAPANDAN WHICH IS INCOMPLETE, INACCURATE AND DEVOID OF ANY LEGAL BASIS.

II

THE REGIONAL TRIAL COURT ERRED IN RENDERING DECISION NOT SUPPORTED BY RECORDS AND EVIDENCE.

The Petition is meritless.

The jugular issue of the controversy delves into whether or not the court *a quo* erred in affirming the *Decision* of the MTC which ordered petitioner to surrender 1.25 square meters of his property without any corresponding order for respondent to pay.

Petitioner asserts that the court *a quo* fell into error when it gave credence to the adjudication of the MTC which departed from the clear agreement of the parties as embodied in their amicable settlement. In its *Decision*, the MTC failed to take into account that the original agreement of the parties was for petitioner to give up a total area of 1.25 square meters of his property in favor of respondent upon the latter's payment of an amount equivalent to its market value in the locality. The MTC mistakenly relied on respondent's representation that there was no need for him to