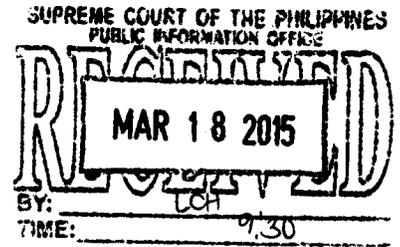




Republic of the Philippines
Supreme Court
Manila



SPECIAL FIRST DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated **January 14, 2015** which reads as follows:*

“G.R. No. 189061 (Midway Maritime and Technological Foundation, represented by its Chairman/President PhD in Education Dr. Sabino M. Manglicmot vs. Marissa E. Castro, et al.). – In the Decision¹ dated August 6, 2014, the Court denied the petition assailing the Decision² of the Court of Appeals dated October 29, 2008, in CA-G.R. CV No. 74805, which declared the respondents as the absolute owners of the residential building, the property subject of the dispute in this case. The petitioner was ordered to pay the respondents the unpaid rentals from August 1995 until fully paid.³

Unable to agree with the Court’s decision, the petitioner filed a motion for reconsideration on September 11, 2014.⁴

In the Resolution⁵ dated September 24, 2014, the Court noted the aforesaid motion and required the respondents to comment thereon.

On October 9, 2014, a Joint Manifestation and Motion⁶ was filed by both the petitioner and the respondents stating, among others, that “[i]n the interest of buying peace, the parties have mutually and voluntarily agreed

- over – three (3) pages

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¹ Rollo, pp. 98-106.

² Penned by Associate Justice Amelita G. Tolentino, with Associate Justices Japar B. Dimaampao and Sixto C. Marella, Jr. concurring; id. at 20-36.

³ Id. at 100.

⁴ Id. at 108-118.

⁵ Id. at 119A.

⁶ Id. at 120-123.

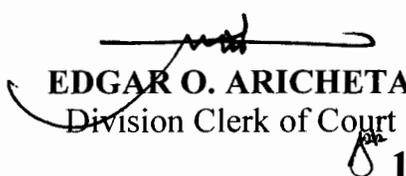
to settle their differences under a Compromise Agreement dated 3 October 2014.”⁷ In the said Compromise Agreement,⁸ the petitioner agreed to pay the respondents the total amount of Two Million Five Hundred Thousand Pesos (₱2,500,000.00), representing the purchase price of the subject property, including rentals, and which price was acknowledged to have been received by the respondents.⁹ Thus, the petitioner sought the withdrawal of the motion for reconsideration filed on September 11, 2014, which assailed the Court’s Decision dated August 6, 2014. Both parties, in turn, prayed for the issuance of an order approving the withdrawal of the motion for reconsideration and for the termination of the case.

Finding the Compromise Agreement to be in order and in accordance with law, morals, and public policy, the Court hereby **APPROVES** the same.

Accordingly, the Court **NOTES** and **GRANTS** the Joint Manifestation and Motion for the withdrawal of the petitioner’s motion for reconsideration. In view of the Compromise Agreement, the Decision dated August 6, 2014 is considered **VACATED**. The case is considered **CLOSED** and **TERMINATED**. Let entry of judgment be made.

SO ORDERED.”

Very truly yours,


EDGAR O. ARICHETA
Division Clerk of Court

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Court of Appeals (x)
Manila
(CA-G.R. CV No. 74805)

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- over -

⁷ Id. at 120.

⁸ Id. at 124-127.

⁹ Id. at 125.

The Hon. Presiding Judge
Regional Trial Court, Br. 28
3100 Cabanatuan City
(Civil Case No. 3700 [AF])

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Judgment Division (x)
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