

THIRD DIVISION

**LUBECA MARINE MANAGEMENT
(HK) LTD. and GERMAN MARINE
AGENCIES, INC.,**

Petitioners,

- versus -

MATEO ALCANTARA,

Respondent.

G.R. No. 147628

Present:

YNARES-SANTIAGO, *J.*,
Chairperson,
AUSTRIA-MARTINEZ,
CHICO-NAZARIO,
NACHURA, and
REYES, *JJ.*

Promulgated:

March 14, 2008

X-----X

RESOLUTION

NACHURA, J.:

Before this Court is a Joint Motion to Approve Compromise Agreement dated January 31, 2008 filed by counsel for petitioner and conformed to by respondent with the assistance of his counsel. The Compromise Agreement, attached to the Joint Motion, reads:

COMPROMISE AGREEMENT
WITH QUITCLAIM, RELEASE, WAIVER AND DESISTANCE

KNOW ALL MEN BY THESE PRESENTS:

This COMPROMISE AGREEMENT, made and entered into this 30th day of January 2008, at Pasay City, Philippines, by and between:

MATEO ALCANTARA, Filipino, of legal age, with residence and postal address at Blk. 53, Lot 11, Teachers Village, Catmon, Malabon City, hereinafter

referred to as the **FIRST PARTY**, assisted by his counsel, Atty. Marcel G. Silvestre;

- and -

GERMAN MARINE AGENCIES, INC., a duly registered and licensed manning agency, with principal office at No. 3912 General Macabulos Street, Bangkal, Makati City, Philippines, herein represented by its counsel, ATTY. FRANCISCO S. DE GUZMAN, and hereinafter referred to as the **SECOND PARTY**,

WITNESSETH:

WHEREAS, the **FIRST PARTY** is the complainant in NLRC-NCR Case No. ADJ (M) 94-092745 entitled: MATEO ALCANTARA vs. GERMAN MARINE AGENCIES, INC., ET AL.;

WHEREAS, on July 25, 1997 a Decision was rendered in the abovementioned case in favor of the **FIRST PARTY** by the Honorable Labor Arbiter RENATO A. BUGARIN:

WHEREAS, the **SECOND PARTY** appealed the aforesaid Decision to the National Labor Relations Commission (NLRC) and docketed as NLRC CA No. 013641-97;

WHEREAS, on June 24, 2000, a Resolution was issued by the National Labor Relations Commission (NLRC), modifying the decision of the Labor Arbiter;

WHEREAS, on November 7, 2000, the **SECOND PARTY** filed a Petition for Certiorari with the Court of Appeals. The same was, however, dismissed in the Resolution dated November 10, 2000 issued by the Court of Appeals;

WHEREAS, on May 15, 2001, the **SECOND PARTY** filed [a] Petition for Review with the Supreme Court. To date, the said petition is still pending before the Supreme Court for its resolution;

WHEREAS, considering the length of time that this case has been pending, the parties came to a decision of finally settling the instant case amicably.

NOW THEREFORE, premises considered, the **FIRST PARTY** and the **SECOND PARTY** have by these presents decided to settle their differences amicably and agree as follows;

1. The **SECOND PARTY** agrees and undertakes to pay the **FIRST PARTY** the amount of US\$9,172.88 in the form of Philippine National Bank Check Nos. 497997 and 497998 by way of full payment and satisfaction of all his claims that may have arisen from or connected with his overseas employment.

2. The **FIRST PARTY** hereby acknowledges receipt of the said checks from the **SECOND PARTY**, as evidenced by the signatures on the vouchers, copies of which are hereto attached, marked as Annexes A and A-1 and made integral part hereof.

3. The **FIRST PARTY** declares that he has no more claims or demands, monetary or otherwise, against the **SECOND PARTY**, its directors, officers and employees and its foreign employer, the same having been fully and finally settled to his complete satisfaction and agrees to irrevocably release and absolutely discharge

the latter and all those persons solidarily liable with it for whatever obligation that may have arisen or connected with his overseas recruitment, placement and employment.

4. The **FIRST PARTY** hereby forever waives all rights and choses of action against the **SECOND PARTY**, its directors, officers and employees, and his foreign employer, arising from or connected with his overseas employment.

5. The **FIRST PARTY** agrees and undertakes to desist from initiating, instituting and prosecuting any other suit, action or proceeding against the **SECOND PARTY**, its directors, officers and employees and his foreign employer, arising from or connected with his overseas employment.

IN WITNESS WHEREOF, the **FIRST PARTY** and the **SECOND PARTY** have by these presents signed this Compromise Agreement with Release, Quitclaim, Waiver and Desistance with full knowledge of its legal implications this 30th day of January, at Pasay City, Philippines.

(Signed)

GERMAN MARINE
MATEO ALCANTARA AGENCIES, INC.

First Party Second Party

By:

(Signed)

ATTY. FRANCISCO S. DE GUZMAN
Counsel for the Second Party

With my conformity:

(Signed)

ATTY. MARCEL G. SILVESTRE
Counsel for the First Party

(Signature of two [2] witnesses)

ACKNOWLEDGMENT

Article 1306 of the Civil Code of the Philippines provides that contracting parties may agree to such stipulations, clauses, terms, and conditions as they may deem convenient, as long as they are not contrary to law, morals, good customs, public order, or public policy. A compromise agreement is a contract whereby the parties make reciprocal concessions to resolve their differences and put an end to litigation.^[1] It is an accepted, even desirable and encouraged, practice in courts of law and administrative tribunals.^[2]

Finding the above Compromise Agreement to be validly executed and not contrary to law, morals, good customs, public order, or public policy, we, therefore, approve the same.

WHEREFORE, in light of the foregoing, the Joint Motion to Approve Compromise Agreement is **GRANTED**, the Compromise Agreement dated January 31, 2008 is **APPROVED** and judgment is hereby rendered in accordance therewith. The instant case is dismissed. No pronouncement as to costs.

SO ORDERED.

ANTONIO EDUARDO B. NACHURA

Associate Justice

WE CONCUR:

CONSUELO YNARES-SANTIAGO

Associate Justice

Chairperson

MA. ALICIA AUSTRIA-MARTINEZ MINITA V. CHICO-NAZARIO

Associate Justice

Associate Justice

RUBEN T. REYES

Associate Justice

ATTESTATION

I attest that the conclusions in the above Resolution were reached in consultation before the case was assigned to the writer of the opinion of the Courts Division.

CONSUELO YNARES-SANTIAGO

Associate Justice
Chairperson, Third Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Resolution had been reached in consultation before the case was assigned to the writer of the opinion of the Courts Division.

REYNATO S. PUNO

Chief Justice

^[1] *Xavierville III Homeowners Association, Inc. v. Xavierville II Homeowners Association, Inc.*, G.R. No. 170092, December 6, 2006, 510 SCRA 619, 621; *Rivero v. Court of Appeals*, G.R. No. 141273, May 17, 2005, 458 SCRA 714, 735; *Magbanua v. Uy*, G.R. No. 161003, May 6, 2005, 458 SCRA 184, 190; *Alonzo v. San Juan*, G.R. No. 137549, February 11, 2005, 451 SCRA 45, 58-59.

^[2] *Philippine National Oil Company-Energy Development Corporation (PNOC-EDC) v. Abella*, G.R. No. 153904, January 17, 2005, 448 SCRA 549, 565.