

November 6, 2008

MAJ. GEN. ROLANDO C. BAUTISTA (Ret)
Lahug, Cebu City

Dear Gen. Bautista:

This has reference to your letter dated November 04, 2008, requesting legal opinion on an amicable settlement reached and agreed at the katarungang pambarangay but the other parties to the case failed to sign the settlement agreement.

As can be gleaned from your letter and its attachments, a complaint for ejectment/squatting was brought by the Heirs of Vicente Cabucos against the illegal settlers on the real property of the Estate of Vicente Cabucos. The respondents were named in complaint and summons was issued by the barangay for them to appear on the scheduled date for a confrontation or conference. The complainant and the respondents appeared which led to the settlement of the case. This fact is certified under oath by barangay kagawad Gerardo A. Cabaral. Likewise, Punong Barangay Mary Ann de los Santos certified that an amicable settlement was reached and agreed by the parties freely and voluntarily. However, only one of the respondents, Marjorie Pondar, signed the settlement agreement. Also only the name of Marjorie Pondar with the suffixation of "et al" appeared in the settlement agreement, from the title of the case, to the body or text of the agreement and at the signature portion. Now the respondents reneged and refused to comply with settlement agreement stating that they did not sign the same.

Section 411 of the Local Government Code of 1991 on katarungang pambarangay provides that all amicable settlements shall be in writing in a language or dialect known to the parties, signed by them and attested to by the lupon chairman or the pangkat chairman, as the case may be. In the case subject of your query, the settlement was in writing and certified or attested by the Punong Barangay of Lahug. But only one of the respondents affixed her signature. It could be that the failure of the other respondents to affix their signatures was due to inadvertence. It can be observed that only the name of the respondent who affixed her signature appeared in the settlement agreement, from the

case title to the body of the agreement and the signature portion. The phrase “et al” was placed after her name, making the impression that she represented all other respondents.

Although the other respondents failed to sign the settlement agreement, such fact did not affect the binding effect of the agreement they entered into with the complainant. Barangay kagawad Gerardo A. Cabaral certified under oath that the respondents, whom he individually identified, entered into an amicable settlement with the complainant on May 25, 2007.

The settlement agreement entered into at the katarungang pambarangay is a contract, and the general provisions on contract under the Civil Code still apply. Article 1315 of the Civil Code provides that contracts are perfected by mere consent, and from that moment the parties are bound not only to the fulfillment of what has been expressly stipulated but also to all the consequences which, according to their nature, may be in keeping with good faith, usage and law. And contracts shall be obligatory in whatever form they may have been entered into, provided the essential elements for their validity are present.

Truly yours,

PEDRO A. NOVAL, JR.
Regional Director

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