



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

IGLESIA
INDEPENDIENTE,

Petitioner,

FILIPINA

G.R. No. 179597

Present:

VELASCO, JR., J., Chairperson,
PERALTA,
VILLARAMA, JR.
MENDOZA,* and
REYES, JJ.

- versus -

Promulgated:

HEIRS OF BERNARDINO TAEZA,
Respondents.

December 3, 2014

X-----X

RESOLUTION

PERALTA, J.:

The Court promulgated a Decision¹ in the above-captioned case on February 3, 2014. The dispositive portion thereof reads as follows:

WHEREFORE, the petition is **GRANTED**. The Decision of the Court of Appeals, dated June 30, 2006, and its Resolution dated August 23, 2007, are **REVERSED** and **SET ASIDE**. A new judgment is hereby entered:

(1) **DECLARING** petitioner Iglesia Filipina Independiente as the **RIGHTFUL OWNER** of the lots covered by Transfer Certificate of Title Nos. T-77994 and T-77995;

(2) **ORDERING** respondents to execute a deed conveying the aforementioned lots to petitioner;

* Designated Acting Member in lieu of Associate Justice Francis H. Jardeleza, per Special Order No. 1896 dated November 28, 2014.

¹ Rollo, pp. 125-134.

(3) **ORDERING** respondents and successors-in-interest to vacate the subject premises and surrender the same to petitioner; and

(4) Respondents to **PAY** costs of suit.

SO ORDERED.²

Respondents' Motion for Reconsideration of the aforementioned Decision was denied with finality in a Resolution³ dated July 9, 2014. Nevertheless, herein parties filed a Joint Manifestation⁴ dated July 14, 2014, wherein they prayed that the attached Compromise Agreement dated June 27, 2014 be approved by the Court for the speedy resolution of the dispute between the parties.

Note, however, that the only signatory to the Compromise Agreement is Right Rev. Ernesto M. Tamayo, Bishop of the Diocesan Church of Tuguegarao, purportedly authorized by the Supreme Bishop, Most Reverend Ephraim S. Fajutagana, *via* a Special Power of Attorney dated as far back as September 27, 2011. This would give rise to the same question of whether the Supreme Bishop is indeed authorized to enter into a contract of sale in behalf of petitioner. The Court stated in its Decision dated February 3, 2014, that "any sale of real property requires not just the consent of the Supreme Bishop but also the concurrence of the laymen's committee, the parish priest, and the Diocesan Bishop, as sanctioned by the Supreme Council." The Compromise Agreement, which stipulates that the subject property would be sold to a third party and the proceeds therefrom divided between herein parties, again raises the issue of the authority of the person acting in behalf of petitioner.

WHEREFORE, the Joint Manifestation dated July 14, 2014 is **DENIED**, and the Compromise Agreement dated June 27, 2014 is hereby **DISAPPROVED**.

SO ORDERED.




DIOSDADO M. PERALTA
Associate Justice

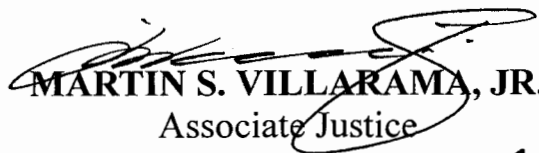
² *Id.* at 133. (Emphasis in the original)

³ *Id.* at 152-153.

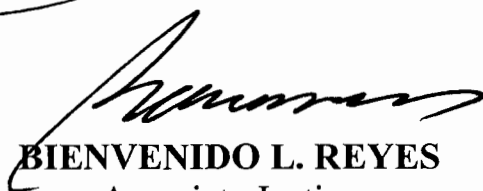
⁴ *Id.* at 154-169.

WE CONCUR:


PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson



MARTIN S. VILLARAMA, JR.
Associate Justice


JOSE CATRAL MENDOZA
Associate Justice


BIENVENIDO L. REYES
Associate Justice


ATTESTATION

I attest 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 Court's Division.


PRESBITERO J. VELASCO, JR.
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 Court's Division.


MARIA LOURDES P. A. SERENO
Chief Justice