

REPUBLIC OF THE PHILIPPINES
Court of Tax Appeals
QUEZON CITY

Third Division

OFFICE OF THE MUNICIPAL
TREASURER OF THE
MUNICIPALITY OF LABRADOR,
PANGASINAN,

Plaintiff,

- *versus* -

CTA OC NO. 016

Members:

BAUTISTA, *Chairperson*
FABON-VICTORINO, and
RINGPIS-LIBAN, *II*.

CAGAYAN ELECTRIC POWER
AND LIGHT COMPANY, INC.
(CEPALCO) AND NATIONAL
TRANSMISSION
CORPORATION (TRANSCO),

Respondents.

Promulgated:

JUN 23 2014

3:45 p.m.

x-----x

JUDGMENT BY COMPROMISE AGREEMENT

BAUTISTA, I.:

On May 2, 2013, the Court issued a Resolution requiring the parties to submit a compromise agreement signed by all the parties and only upon compliance thereof that the plaintiff's "Motion to Consider the Case as Closed and Terminated," be considered for resolution.

In compliance thereof, on May 20, 2013, the parties filed a "Compromise Agreement" dated April 1, 2013, entered into by and among, (a) plaintiff Municipality of Labrador, Pangasinan; (b) respondent Cagayan Electric Power and Light Company; and (c) respondent National Transmission Corporation, which reads as follows:

"COMPROMISE AGREEMENT"

P

WHEREAS, the Municipality of Labrador has instituted the present case against the defendants Cagayan Electric Power and Light Company (CEPALCO) and National Transmission Corporation (TransCo) in order to enforce the warrant of distraint it issued;

WHEREAS, the parties discussed and agreed to terminate the present case subject to certain conditions as hereinafter enumerated;

IN CONSIDERATION OF THE FOREGOING, the parties, represented by their counsels, hereby enter into this Compromise Agreement as follows:

1. The present case shall be considered closed and terminated with prejudice.
2. The counterclaim of the defendants shall no longer be pursued in any court and the same are irrevocably waived;
3. The warrant of distraint issued against CEPALCO, subject matter of the complaint, shall be lifted;
4. This Compromise Agreement is in no way an admission of TransCo's liability to the Municipality of Labrador, Pangasinan for local business tax and shall be without prejudice to the outcome of other cases between plaintiff and defendant TransCo pending before other courts."

With the Authority vested in them:

Signed
Ranulfo M. Ocampo
For: CEPALCO

Signed
Noel Z. De Leon
For: TransCo



Signed
Dennis V. Niño
For: Municipality of Labrador, Pangasinan

Finding the aforesaid "Compromise Agreement" to be in order and not being contrary to law, morals, good customs, public order and public policy, the Court in a Resolution dated on July 15, 2013, approved the same and granted plaintiff's "Motion to Consider the Case as Closed and Terminated."

WHEREFORE, this JUDGMENT BY COMPROMISE AGREEMENT is hereby rendered in accordance therewith.

Accordingly, the parties are hereby enjoined to faithfully comply with all the terms and conditions set forth in said "Compromise Agreement."

SO ORDERED.


LOVELL R. BAUTISTA
Associate Justice

(On Official Business)	
ESPERANZA R. FABON-VICTORINO	MA. BELEN M. RINGPIS-LIBAN
Associate Justice	Associate Justice