

REPUBLIC OF THE PHILIPPINES
Court of Tax Appeals
QUEZON CITY

Third Division

MUNICIPALITY OF
LABRADOR, PANGASINAN,
represented by its Municipal
Treasurer EDUALINO C.
CASIPIT,

Plaintiff,

CTA Case No. OC-017

Present:

*Bautista, Chairperson
Fabon-Victorino, and
Ringpis-Liban, II.*

- versus -

BOHOL II ELECTRIC
COOPERATIVE, INC. AND
NATIONAL TRANSMISSION
CORPORATION,

Defendants.

Promulgated:

OCT 7 2013

x-----

J.P. Fernandez, Jr. 2:18 p.m.

-----x

RESOLUTION

On August 30, 2013, the Court issued a Resolution ordering plaintiff and defendants to submit to this Court their respective authorities to enter into a Compromise Agreement within a period of ten (10) days therefrom.

On September 16, 2013, defendant, National Transmission Corporation, filed its "Compliance with Manifestation (Re: Resolution dated 30 August 2013)," while plaintiff filed its "Compliance" on September 30, 2013.

Finding the parties' respective authorities to enter into a Compromise Agreement to be in order, defendant, National Transmission Corporation "Compliance with Manifestation (Re: Resolution dated 30 August 2013)," and plaintiff's "Compliance," are hereby **NOTED**.

While in the parties' "Joint Motion to Render Judgment on Compromise," the parties submitted to the Court the following Compromise Agreement:

"WHEREAS, the Municipality of Labrador has instituted the present case against the defendants Bohol II Electric Cooperative Inc. (BOHECO II) 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 BOHECO II, 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."

We find the Compromise Agreement submitted by the parties dated June 26, 2013, to be duly executed and the terms thereof to be in order.

WHEREFORE, the Petition for Review, docketed as CTA OC Case No. 017, pursuant to the Compromise Agreement, is hereby considered **CLOSED** and **TERMINATED**.

SO ORDERED.



LOVELL R. BAUTISTA
Associate Justice

(On Leave)
ESPERANZA R. FABON-VICTORINO
Associate Justice



MA. BELEN M. RINGPIS-LIBAN
Associate Justice