REPUBLIC OF THE PHILIPPINES
Court of Tax Appeals
QUEZON CITY

Third Division

ASIAWIDE REFRESHMENTS CORPORATION,
Petitioner,

-*versus*-

COMMISSIONER OF INTERNAL REVENUE,
Respondent.

CTA CASE NO. 9406

Members:
UY, *Chairperson,*
RINGPIS-LIBAN, *and*
MODESTO-SAN PEDRO, *JJ.*

Promulgated:
SEP 11 2019 4:22 p.m.

x -- x

RESOLUTION

Submitted for resolution on August 16, 2019 is the parties' "Joint Motion for the Approval of the Judicial Compromise Agreement", filed on December 6, 2018, with attached original and notarized Judicial Compromise Agreement signed by petitioner's President, Alfredo M. Yao, and respondent Commissioner Caesar R. Dulay, and proofs of payment.

In the Judicial Compromise Agreement, petitioner offered and the BIR accepted the total payment of One Hundred and Five Million Pesos (P105,000,000.00) as Judicial Compromise Amount for the purpose of amicably settling and ending the instant case.[1]

Section 6 of Revenue Regulations (RR) No. 30-2002, as amended by ***RR No. 9-2013***, provides, to wit –

> "SEC. 6. APPROVAL OF OFFER OF COMPROMISE. - Except for offers of compromise where the approval is delegated to the REB pursuant to the succeeding paragraph, <u>all compromise settlements within the jurisdiction of the National Office (NO) shall be approved by a majority of all the members of the NEB composed of the Commissioner and the four (4) Deputy Commissioners.</u> All decisions of the NEB, granting the request of the taxpayer or favorable to the taxpayer, shall have the concurrence of the Commissioner.
>
> xxx xxx xxx

---

[1] See Judicial Compromise Agreement, p. 2; Records, Vol. 2, p. 807.

> The compromise offer shall be paid by the taxpayer upon filing of the application for compromise settlement. No application for compromise settlement shall be processed without the full settlement of the offered amount. In case of disapproval of the application for compromise settlement, the amount paid upon filing of the aforesaid application shall be deducted from the total outstanding tax liabilities."

Here, the Court notes that the Judicial Compromise Agreement has been approved by all members of the National Evaluation Board (NEB).[2]

It has also been shown that as early as 23 November 2018, the petitioner already paid the full Judicial Compromise Amount.[3]

With the authority of the signatories and the required approval of the NEB both established and the full Judicial Compromise Amount already paid, and it appearing that the Judicial Compromise Agreement is not contrary to law, morals, public order, and public policy, the Court sees no bar in approving the same.

WHEREFORE, premises considered, the parties' "Joint Motion for the Approval of the Judicial Compromise Agreement" flied on December 6, 2018 is **GRANTED**. Accordingly, the Judicial Compromise Agreement entered into by the parties is **APPROVED** and judgment is hereby rendered in accordance therewith. The parties are ordered to faithfully comply with all the terms and conditions of the aforesaid Judicial Compromise Agreement.

As such, the instant Petition for Review is considered **WITHDRAWN** and the instant case docketed as CTA Case No. 9406 is hereby considered **CLOSED** and **TERMINATED**.

---

[2] See Judicial Compromise Settlement bearing the signatures of all the members of the NEB; Records Vol. 2, p. 883.
[3] See e-Filing and Payment System receipt; Records, Vol. 2, p. 813.

SO ORDERED.

(On Leave)
ERLINDA P. UY
Associate Justice

MA. BELEN M. RINGPIS-LIBAN
Associate Justice

MARIA ROWENA MODESTO-SAN PEDRO
Associate Justice