

REPUBLIC OF THE PHILIPPINES
COURT OF TAX APPEALS
QUEZON CITY

THIRD DIVISION

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

C.T.A. OC No. 16

Plaintiff,

-versus-

CAGAYAN ELECTRIC POWER
AND LIGHT COMPANY, INC.
(Cepalco) and NATIONAL
TRANSMISSION
CORPORATION (Transco),
Defendants.

Members:

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

Promulgated:

JUL 15 2013

FF Victorino 3:45 p.m.

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RESOLUTION

In Our Resolution dated May 2, 2013, plaintiff was ordered to submit a Compromise Agreement signed by all parties and only upon compliance therewith would plaintiff's "Motion To Consider the Case As Closed and Terminated" be deemed submitted for resolution.

On May 20, 2013, the parties, represented by their respective counsels, submitted to this Court the following "Compromise Agreement":

"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 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.”

We find the Compromise Agreement submitted by the parties and dated May 20, 2013, to be duly executed and the terms thereof to be in order. A careful examination of the authority granted to the parties' respective counsels show that counsels for the plaintiff and defendants have acted within the ambit of the authority granted to them.

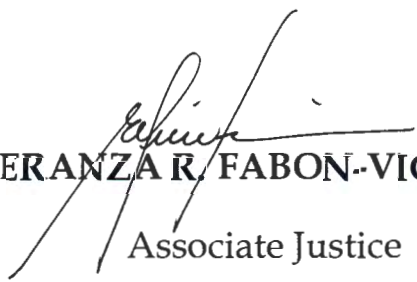
Accordingly, in view of the foregoing compliance with this Court's Resolution dated May 2, 2013, the Compromise Agreement, not being contrary to law, morals, good customs, public order and public policy, is hereby **APPROVED**.

Let a judgment by Compromise Agreement correspondingly issue. Plaintiff's "Motion to Consider the Case as Closed and Terminated" is **GRANTED** pending issuance of the judgment by Compromise Agreement.

SO ORDERED.



LOVELL R. BAUTISTA
Associate Justice



ESPERANZA R. FABON-VICTORINO
Associate Justice



MA. BELEN RINGPIS-LIBAN
Associate Justice