

ALLIED WIRES AND CABLES  
CORPORATION,  
Complainant,

IPV No. 10-2006-00018

Versus

ALVIN CHESTER V. LAM, doing business  
Under the Name and Style of "LPK  
Construction Supply Trading"  
Located at Lot 13, Block K-59, Anonas St.  
cor. K-10<sup>th</sup>, Project 2, Quezon City

For: Unfair Competition and  
Damages (Violation of Section 16B in  
Relation to Section 170 of RA8293  
Intellectual Property Code of the  
Philippines)  
With Prayer for the Issuance of a  
Temporary Restraining Order  
(TRO) and Preliminary Injunction  
Decision No. 2011-10

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DECISION  
BASED ON COMPROMISE AGREEMENT

ALLIED WIRES AND CABLES CORPORATION ("Complainant") filed on 04 October 2006, a complaint against ALVIN CHESTER V. LAM, ("Respondent") for alleged Unfair Competition and Damages with Prayer for the Issuance of a TRO and Preliminary Injunction, The Complainant assails the Respondent's alleged unauthorized possessing passing offering for sale and selling of counterfeit electrical wires and cables bearing the Complainant's trademark ALLIED.

The Respondent files his answer with Compulsory Counterclaim on 30 October 2006 refuting the allegations of the Complainant.

On 26 October 2001, the parties filed a joint Motion for judgment Based on Compromise Agreement. The Agreement states among other things.

"NOW THEREFORE, for and in consideration of the foregoing premises and particularly for the sole purpose of buying peace, AWCC and Mr. Lam have agreed to settle the matter for an amount of ONE HUNDRED TWENTY THOUSAND (P120,000.00) PESOS, which Mr. Lam had agreed to give and deliver to AWCC in the form of check payable in the name of "REYES AND SANTOS AND LAW OFFICES" upon signing of this Compromise Agreement and receipt of an acknowledgment for said payment: that it is further agreed on that upon receipt of said amount and the signing of the Compromise Agreement, AWCC and Mr. Lam agree to dismiss their respective claims and counterclaims against each other in the said IPV case.

It is further agreed upon that Mr. Lam shall exclusively source, secure and obtains his inventory of electrical wires and cables bearing the Allied trademark from AWCC and its duly authorized distributors/agents as he has usually observed in the course of his daily business operations.

Moreover, Mr. Lam has expressed his support in the property right of every registered owner to protect and secure their exclusive right to enjoy and make use of products covered by registered trademarks and logos in general and of AWCC to exclusively enjoy and make use of products covered by its trademark and logo particularly electric wires and cable covered by the Certificate of Registration No. 4-2006-006851 issued by the Intellectual Property Office.

That consistent with this expression of support, Mr. Lam expresses his agreement to cause the publication of a Notice, copy attached as Annex "A", in a 5"x\*" inch size, once in a Philippines newspaper/broadsheet of national circulation, extending his full support to AWCC and its Allied trademarks, among other, which publication shall be made within a period of one month from the signing of this Compromise Agreement.

That should any of the parties failed to comply with what is incumbent upon them in this agreement, the moment party may mote to cite in contempt the party who caused such non compliance without prejudice to whatever other legal remedies that may be availed of under the law.

That considering that the agreement reached is not contrary to law, morals, good customs, public policy and public order, the parties pray the instant Compromise Agreement be approved and judgment in IPV Case No. 10-2006-00018 be rendered in accordance therewith.

This Bureau finds that the Agreement has been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good customs, public order or public policy.

A compromise agreement intended to resolve a matter already under litigation is a judicial compromise. Having judicial mandate and entered as its determination of the controversy, it has the force and effect of a judgment. It transcends its identity as a mere contract between the parties or it becomes a judgment that is subject to execution in accordance with the Rules of Court. Thus, a compromise agreement has been made and duly approved by the court attains the effect and authority of res judicata, although no execution may be issued unless the agreement receives the approval of the court where the litigation is pending and compliance with the terms and agreements is decreed.

WHEREFORE, premises considered the parties' COMPROMISE AGREEMENT is hereby APPROVED. Accordingly, with the approved COMPROMISE AGREEMENT having the force and effect of a decision or judgment the parties are enjoined to faithfully comply with the terms set forth therein.

SO ORDERED.

Taguig City, 10 November 2011.