



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

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**N.I.H.**

*Complainant,*

**NPC 16-005**

*For: Violation of Data Privacy  
Act of 2012*

- versus -

**WSQ MEDICAL CENTER,**  
represented by **N.W.W.E., DR.**  
**N.O. and DR. O.P.,**

*Respondents.*

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## RESOLUTION

### ***LIBORO, PC.:***

Before this Commission is a Compromise Agreement (CA) between the complainant N.I.H. (Complainant) and respondent WSQ Medical Center, as represented by N.W.W.E., Dr. N.O., and Dr. O.P. (collectively referred as Respondents).

### **Facts**

On 06 November 2016, Complainant, through an email, filed a complaint against Respondents for violation of her right to access. In her Complaint, Complainant alleged that she asked for a copy of the medical records of her late brother, who died at the Intensive Care Unit of the WSQMC.

After the discovery conference and several hearings, parties received an Order from the Commission dated 06 December 2017 stating that the case will be submitted for resolution unless the parties submit their Joint-Settlement Agreement.

On 11 January 2018, the parties through their counsels filed before the Commission a Joint Manifestation dated 09 January 2018 asking for an extension of time to finalize and submit the Compromise Agreement, which was granted in the Order issued by the Commission dated 17 January 2018.

On 17 January 2018, the parties executed a Compromise Agreement, containing the following provisions:

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2. Without admitting any claim or liability, and solely for the purpose of buying peace and amicably settling their dispute, the Parties agree to terms and conditions of this Compromise Agreement and to perform their respective obligations as outlined herein.

3. In consideration thereto, WSQ Medical Center, Dr. N.O. and Dr. O.P. shall tender to Ms. N.I.H., the total amount of THREE HUNDRED THOUSAND PESOS (P300,000.00), as full and final settlement of all claims of Ms. N.I.H. against WSQ Medical Center, Dr. N.O. and Dr. O.P., by reason of or arising from the confinement and treatment of S.H. at the WSQMC.

4. Ms. N.I.H. shall release and discharge, as she hereby releases and forever discharges Dr. N.O., Dr. O.P. and the WSQ Medical Center, its officers, employees, agents and representatives from any and all claim, demands, and/or causes of action of whatever nature arising from the case in or in relation to the confinement and treatment of S.H. at the WSQMC.

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On 23 January 2018, the parties, through their counsels, submitted their Joint Motion to render judgment based on the Compromise Agreement.

On 01 March 2018, the following were submitted by the parties: (1) the Ex Parte Manifestation dated 27 February 2018; (2) the corrected copy of the Compromise Agreement due to several typographical errors on the document; and (3) the Check Voucher that was prepared and issued by the Respondents bearing the amount agreed upon.

### Discussion

This Commission confirms the Compromise Agreement dated 27 February 2018 between the Complainant and the Respondents.

Section 25 of the National Privacy Commission Circular No. 16-04 provides that the Commission shall facilitate or enable settlement through the use of alternative dispute resolution processes.

After a thorough study and adjudication of the case on hand, the Commission finds that the Compromise Agreement dated 27 February 2018 by and between the Complainant and Respondent is not contrary to law, public policy, morals, or good customs.

In the case of *Municipal Board of Cabanatuan City v. Samahang Magsasaka, Inc.*,<sup>1</sup> the Court ruled that a compromise agreement is a contract between the parties, which if not contrary to law, morals, or public policy, is valid and enforceable between them.

With the foregoing, the Commission finds the executed Compromise Agreement dated 27 February 2018 by and between the Complainant and the Respondent as valid and enforceable.

WHEREFORE, in view of the foregoing, this Commission resolves to **CONFIRM** the Compromise Agreement executed by and between N.I.H. and WSQ MEDICAL CENTER and DR. N.O. and DR. O.P. The case **NPC 16-005 - "N.I.H. vs. WSQ MEDICAL CENTER, represented by N.W.W.E., DR. N.O. and DR. O.P."** is hereby considered **CLOSED**.

**SO ORDERED.**

Pasay City, Philippines;  
10 September 2020.

(Sgd.)  
**RAYMUND ENRIQUEZ LIBORO**  
Privacy Commissioner

WE CONCUR:

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<sup>1</sup> *Municipal Board of Cabanatuan City v. Samahang Magsasaka, Inc.*, 62 SCRA 435 (1975).

(Sgd.)  
**LEANDRO ANGELO Y. AGUIRRE**  
Deputy Privacy Commissioner

(Sgd.)  
**JOHN HENRY D. NAGA**  
Deputy Privacy Commissioner

Copy furnished:

**N.I.H.**  
*Complainant*  
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xxxxxxx  
xxxxxxxxx

**N.W.W.E.**  
**DR. N.O.**  
**DR. O.P.**  
*Respondents*  
WSQ Medical Center  
xxxxxxxxxxx  
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**COMPLAINTS AND INVESTIGATION  
DIVISION  
ENFORCEMENT DIVISION  
GENERAL RECORDS UNIT  
National Privacy Commission**