

**\*\*Title:\*\*** Jose et al. v. Cebu Air, Inc. (The Misbooked Flight Tickets Case)

**\*\*Facts:\*\*** On June 13, 2008, Carlos S. Jose purchased 20 round-trip tickets from Manila to Palawan with Cebu Pacific on behalf of himself and his group consisting of relatives and friends. He conveyed his preferred departure and return flight times to the Cebu Pacific ticketing agent. Jose paid with his credit card but allegedly only received a recap of the first of the three pages of the printed tickets, believing that the conditions he specified were properly recorded.

On July 22, 2008, when the group attempted to check in for their return flight to Manila, they were informed that nine tickets were booked for an earlier flight that day. Confronted with no other recourse, the group had to rebook five tickets and leave four companions behind due to financial constraints. After incurring additional expenses, Jose attempted to resolve the issue with Cebu Pacific but to no avail. He and his companions later filed a Complaint for Damages against the airline after dissatisfaction with Cebu Pacific's response to their demand letters.

The Metropolitan Trial Court awarded the petitioners partial damages, which was affirmed by the Regional Trial Court but without attorney's fees. Cebu Pacific's appeal to the Court of Appeals resulted in a reversal of the lower courts' decisions, prompting the petitioners to elevate the matter to the Supreme Court.

**\*\*Issues:\*\***

1. Whether respondent Cebu Air, Inc. is liable for damages for issuing plane tickets with an allegedly erroneous flight schedule.
2. Whether the extraordinary diligence required of common carriers applies to their ticketing operations.

**\*\*Court's Decision:\*\***

1. The Supreme Court held that Cebu Pacific is a common carrier that must exercise extraordinary diligence in the fulfillment of its obligations, which includes ticketing operations. However, the Court found that the petitioners failed to show that Cebu Pacific did not provide the full recap of the flight details as indicated by the notation on the tickets.
2. The Court also found that the petitioners neglected to exert the ordinary diligence needed to detect any errors in the flight details. Considering the logical presumption that a group would travel together, the passengers should have reviewed their tickets, particularly since

the differing schedules were printed clearly on the tickets. As a result, the petitioners were not entitled to damages, as their own negligence was the proximate cause of their injury.

**\*\*Doctrine:\*\*** A common carrier is obliged to exercise extraordinary diligence in its operations, including ticketing. The Air Passenger Bill of Rights mandates that airlines must inform passengers in writing of all the conditions and restrictions in the contract of carriage. Furthermore, while a common carrier has obligations from the issuance of the ticket, passengers hold the correlative duty to exercise ordinary diligence.

**\*\*Class Notes:\*\***

- Common Carriers: Obligated to exercise extraordinary diligence (Civil Code, Articles 1733, 1755, 1756).
- Ticketing Operations: Integral part of the common carrier's duty bound by extraordinary diligence.
- Extraordinary Diligence: Highest possible degree of diligence from human care and foresight.
- Ordinary Diligence: Required from passengers to review the information on their tickets and ensure it is consistent with their arrangements.
- Contracts of Adhesion: Terms set by one party, with the other party adhering on a "take-it-or-leave-it" basis.
- Air Passenger Bill of Rights: Stipulates the need for airlines to make full and clear disclosure of the service offered and the terms and conditions of the contract of carriage.

**\*\*Historical Background:\*\*** The scenario occurred within the Philippine context, where air travel experienced a significant surge due to the rise of budget airlines offering promotional fares. This trend brought about challenges in service delivery, resulting in the promulgation of the Air Passenger Bill of Rights to protect consumers while establishing the reciprocal responsibilities of airlines and passengers in the contract of carriage. The case underlines the broader narrative of evolving consumer protection laws in response to the dynamic air travel industry in the Philippines.