

Title: Khristine Rea M. Regino, assisted and represented by Armando Regino, vs. Pangasinan Colleges of Science and Technology, Rachele A. Gamurot and Elissa Baladad (GR No. 156109, March 18, 2005)

Facts:

Khristine Rea M. Regino, a computer science student at Pangasinan Colleges of Science and Technology (PCST), was financially supported by her relatives due to her family's economic situation. During her enrollment, she agreed to meet the standards of academic performance and behavior, as well as to pay the fees outlined by PCST. In the second semester of the school year 2001-2002, PCST initiated a fund-raising activity that required each student to purchase two tickets for a dance party at PHP 100 each.

Regino, unable to afford the tickets and prohibited by her religion from attending such events, refused to pay. Her teachers, Gamurot and Baladad, allegedly prevented her from taking her final exams in logic and statistics for not purchasing the tickets. Regino claimed this act was a condition unilaterally imposed by the school in the middle of the semester and not included in the initial agreement.

On April 25, 2002, Regino filed a civil suit for damages against PCST and her teachers, claiming violations of her rights under the Civil Code provisions on human relations, specifically Articles 19, 20, 21, and 26. Respondents then filed a Motion to Dismiss due to Regino's failure to exhaust administrative remedies, which the RTC granted. Following the dismissal, Regino brought the case to the Supreme Court through a Petition for Review under Rule 45.

Issues:

1. Whether the principle of exhaustion of administrative remedies applies in a civil action for damages based on violations of human relations provisions of the Civil Code by a student against her school.
2. Whether a prior declaration of invalidity of a school administrative policy by CHED is necessary before a student can maintain an action for damages.
3. Whether CHED has exclusive original jurisdiction over actions for damages based on violations of Human Relations provisions of the Civil Code filed by a student against her school.
4. Whether the complaint stated sufficient cause(s) of action.

Court's Decision:

1. Exhaustion of Administrative Remedies:

The Supreme Court held that the principle of exhaustion of administrative remedies did not apply, as the CHED did not have jurisdiction to award damages, the matter falls within the jurisdiction of regular courts, and Regino's case called for the application and interpretation of the Civil Code. Additionally, one of the exceptions to the exhaustion doctrine arises when the issue is purely legal.

2. Cause of Action:

The Supreme Court ruled that the complaint stated sufficient causes of action against the respondents for breach of contract and liability for tort. The unilateral imposition of an additional fee for taking final exams was deemed outside the terms of the school-student contract. Moreover, the court reiterated that the school-student relationship, being contractual, gives rise to bilateral or reciprocal rights and obligations.

Doctrine:

The contractual relationship between a school and its students is defined at the beginning of the school term and includes a commitment on the part of the school to not unilaterally impose conditions or terms not agreed upon at the time of enrollment. Schools cannot impose fees or terms that were not specified at the time of enrollment. Additionally, the duty to exhaust administrative remedies does not apply when the issue is purely legal and within the jurisdiction of the courts, particularly when the aggrieved party is praying for damages.

Class Notes:

- School-student relationship: It is defined at the point of enrollment and cannot be altered unilaterally by the school, particularly regarding fees and academic requirements.
- Exhaustion of administrative remedies: Not always required before judicial action, especially when the matter is purely legal or when the administrative agency lacks competence to grant the specific remedy sought.
- Cause of action in damages: A valid claim may arise when there is a breach of the school-student contract or a violation of human relations provisions under the Civil Code, even if there is a coexisting contract.

Historical Background:

This case illustrates ongoing tensions between schools' financial needs and students' rights, embedding the broader struggle within the context of a student's right to education and the limits of school policy. It also demonstrates how students' grievances against educational institutions can result in legal challenges that define the boundaries of academic policies, students' rights, and schools' contractual obligations within the Philippine legal and

educational landscape.