

Title: Joseph Saludaga vs. Far Eastern University and Edilberto C. De Jesus

Facts:

Joseph Saludaga, a sophomore law student of Far Eastern University (FEU), was shot by the school's security guard, Alejandro Rosete, while on FEU's premises on August 18, 1996. Rosete, employed by Galaxy Development and Management Corporation (Galaxy), which provided security services to FEU, claimed that the shooting was accidental. After the incident, Rosete was taken into custody but released due to the absence of a formal complaint.

Saludaga initiated a Complaint for damages against FEU and its President, Edilberto C. De Jesus, alleging breach of their obligation to ensure a safe educational environment. FEU and De Jesus filed a Third-Party Complaint against Galaxy and Imperial, its President, seeking indemnity. Galaxy and Imperial then filed a Fourth-Party Complaint against AFP General Insurance.

The Regional Trial Court of Manila sided with Saludaga, ordering FEU and De Jesus to pay damages. FEU and De Jesus appealed to the Court of Appeals, which reversed the trial court's decision and dismissed Saludaga's complaint. Saludaga sought reconsideration, which was denied, prompting the filing of the Petition for Review on Certiorari with the Supreme Court.

Issues:

1. Whether the shooting incident was a fortuitous event.
2. Whether FEU and De Jesus are liable for damages for the injury inflicted by their security guard.
3. Whether the principle of relativity of contracts exempts FEU from liability given that Rosete was an employee of Galaxy.
4. Whether FEU exercised due diligence in selecting Galaxy for security services.

Court's Decision:

The Supreme Court granted Saludaga's petition, reversing the Court of Appeals decision and reinstating the trial court's ruling with modifications. The Court determined that:

1. The shooting was not a fortuitous event as FEU failed to prove the exercise of due diligence in ensuring a safe educational environment; specifically, there was no evidence of examining Rosete's qualifications as per the Security Service Agreement.

2. FEU breached its contractual obligation to provide a safe learning environment, evidenced by Saludaga being injured by a school security guard. FEU was liable for damages due to such breach.

3. The contract between FEU and Galaxy did not absolve FEU of its obligation to its students, and the principle of relativity of contracts does not apply to exempt FEU from liability.

4. FEU did not display due diligence in selecting and supervising Galaxy's security services, thus they were unable to use the defense of force majeure.

Doctrine:

In breach of a contract (*culpa contractual*), mere proof of the contract and its non-compliance *prima facie* justifies a right of relief. The School has an implicit obligation to provide students with a safe atmosphere conducive to study. For force majeure to be valid, the party must show that no negligence or misconduct led to the event.

Class Notes:

- In *culpa contractual* cases, the obligations are bilateral, and a breach on one side creates a presumptive right to relief.
- Schools have an inherent obligation to provide a safe educational environment for students.
- Force majeure requires the absence of negligence.
- Due diligence must be proven, including the verification of employee qualifications by the contracting party.
- Legal interest for damages arising from a contract is 6% per annum until judgment finality, increasing to 12% until full payment.
- Temperate damages may be awarded without receipts if pecuniary loss is shown but not quantifiable.
- Moral damages require proof of mental suffering and causality.
- Exemplary damages require evidence of wanton, oppressive, or malevolent conduct.

Historical Background:

This case reflects a situation where educational institutions' responsibility to maintain a secure environment for their students was legally examined, highlighting the Philippine legal principles concerning contractual obligations and vicarious liability within the context of school security. It underscores the judicial scrutiny over outsourced services in

educational institutions and affirms that contracting out services does not absolve schools from their duty to their students.