

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

Facts:

On August 18, 1996, Joseph Saludaga, a sophomore law student of Far Eastern University (FEU), was shot by Alejandro Rosete, a security guard on duty at FEU. Saludaga sustained injuries and received medical treatment at FEU-Dr. Nicanor Reyes Medical Foundation. Rosete claimed the shooting was accidental and was released due to the lack of a formal complaint.

Saludaga filed for damages against FEU and its president Edilberto C. De Jesus, alleging they failed in their obligation to provide a safe learning environment. FEU and De Jesus, in turn, filed a Third-Party Complaint against Galaxy Development and Management Corporation (Galaxy), their security agency, and its president Mariano D. Imperial, seeking indemnity in case of a favorable judgment for Saludaga. Galaxy and Imperial commenced a Fourth-Party Complaint against AFP General Insurance. The Regional Trial Court (RTC) ruled in favor of Saludaga, awarding various damages. FEU and De Jesus appealed to the Court of Appeals (CA), which reversed the RTC's decision.

Saludaga filed a Motion for Reconsideration, which was also denied. He then filed a Petition for Review on Certiorari under Rule 45 to the Supreme Court, challenging the CA's decision.

Issues:

1. Was the shooting incident a fortuitous event?
2. Should FEU and De Jesus be held liable for violating their contractual obligation to provide a safe educational environment?
3. Is the shooter, Rosete, considered an employee of FEU despite being contracted through Galaxy?
4. Did FEU exercise due diligence in selecting Galaxy to provide security services?

Court's Decision:

The Supreme Court analyzed the issues and provided the following resolutions:

1. The shooting was not considered a fortuitous event. FEU didn't demonstrate due diligence regarding the qualifications of Rosete or other security personnel.
2. FEU breached its contract with Saludaga by failing to provide a safe environment, proven by the injury from Rosete.
3. Rosete was not an employee of FEU, but this did not absolve FEU from the responsibility of ensuring safety on campus. The selection and supervision of guards devolved upon

Galaxy.

4. FEU had not proven that it exercised due diligence in the selection of Galaxy as its security provider.

Doctrine:

The court reiterated the doctrine that educational institutions have a contractual obligation to provide a safe environment for their students and that due diligence must be exercised both in the selection of service providers, such as security agencies, and in the supervision of the personnel provided by such agencies.

Class Notes:

- Obligations in a school-student contract include not just education but providing a safe environment.
- Prima facie proof of contract breach: When the obligated service (safety) is not rendered (e.g., shooting by a security guard).
- Due diligence in contracts: The obligation to vet and ensure qualified security staff.
- Legal interest on damages: 6% per annum on actual damages from complaint filing until finality of the decision, then 12% until paid.
- Turbatio sanguinis: Institutions are liable for “moral damages” due to mental anguish or fright experienced by the student.
- Indemnification and third-party claims: An aggrieved party (FEU) may claim damages from a contracted entity (Galaxy) if the latter’s negligence led to the party’s breach of obligation.

Historical Background:

At the time of the incident, a climate of security concerns in Philippine educational institutions prompted scrutiny of the standard of care owed by these institutions to their students. The case embodies this issue, emphasizing the need for educational institutions to secure the safety and well-being of their students, reflecting a broader legal emphasis on safety in service delivery.