

Title: Joseph Saludaga vs. Far Eastern University and Edilberto C. De Jesus (G.R. No. 179337)

Facts:

On August 18, 1996, Joseph Saludaga, a sophomore law student at Far Eastern University (FEU), was shot by Alejandro Rosete, a security guard on duty within the school premises. After the incident, Saludaga was treated at the FEU-Dr. Nicanor Reyes Medical Foundation, while Rosete was taken to the police station and subsequently released as no formal complaint was filed against him. Saludaga later sued FEU and its President, Edilberto C. De Jesus, for breach of contract alleging that FEU failed to provide a safe and secure environment for its students which resulted in his injury. FEU lodged a Third-Party Complaint against Galaxy Development and Management Corporation, which provided security services for FEU, and Mariano D. Imperial, Galaxy's President, to hold them liable for any damages that might be awarded to Saludaga. Galaxy, in response, filed a Fourth-Party Complaint against AFP General Insurance.

After the completion of trial proceedings, the Regional Trial Court (RTC) of Manila ruled in favor of Saludaga and held FEU and De Jesus liable. FEU appealed the decision to the Court of Appeals (CA), which reversed the RTC's decision and dismissed Saludaga's complaint. Saludaga filed a Motion for Reconsideration, which was denied, leading him to petition the Supreme Court.

Issues:

1. Whether the shooting incident constitutes a fortuitous event that would exempt the respondents from liability.
2. Whether FEU and De Jesus are liable for damages owing to a breach of the student-school contract to provide a safe and secure educational environment.
3. Whether the security guard, Alejandro Rosete, should be considered an employee of FEU.
4. Whether FEU exercised due diligence in selecting Galaxy to provide security services within the school premises.

Court's Decision:

The Supreme Court granted Saludaga's petition, reversing the Court of Appeals' decision and affirming the RTC's ruling with modifications. The Supreme Court held that the shooting incident was not a fortuitous event as FEU failed to prove that it exercised due diligence in providing a safe learning environment. The Court also concluded that FEU breached its contractual obligation to Saludaga by failing to ensure the proper qualifications

and performance of the security personnel from Galaxy, which it had contracted for school security. FEU and De Jesus, however, hold separate responsibilities; hence, De Jesus, as a corporate agent, cannot be held personally and solidarily liable with the corporation absent a showing of personal fault or negligence.

Doctrine:

- In cases of culpa contractual, or breach of contract, the mere existence of a contract and failure of its compliance prima facie justifies the right to relief.
- In contracts involving institutions of learning, there exists a built-in obligation to provide students with an atmosphere conducive to education and learning, as well as to ensure their safety within campus premises.
- One who alleges a fortuitous event must show that there was no negligence or misconduct involved.
- In determining liability for damages, actual damages must be supported with proof, such as receipts; otherwise, temperate damages may be awarded if pecuniary loss is shown but its amount cannot be proved with certainty.

Class Notes:

- Essential elements of culpa contractual include the existence of a contract and a breach of that contract.
- In educational settings, the contract between the school and the student includes not just an academic mandate but an implicit obligation to provide a safe environment.
- The Supreme Court provided a legal interest rate of 6% per annum for breaches of contract, which shifts to 12% upon finality of the decision until full satisfaction of the judgment.
- In vicarious liability under Article 2180 of the Civil Code, the principal must prove observance of due diligence to prevent damage.

Historical Background:

The case reflects the evolving standards of accountability for educational institutions in the Philippines, emphasizing the growing judicial recognition of the school's comprehensive responsibility in ensuring not just an academic curriculum but also a safe environment for their students. This decision supports a more protective stance towards students and reinforces the contracting parties' obligations to adhere to safety and security standards. The ruling also illustrates the judicial expectation for institutions to vet and supervise their contracted services, particularly security, demonstrating an institutional responsibility transcending mere reliance on third-party service providers' qualifications and

representations.