

Title:

Joseph Saludaga v. Far Eastern University and Edilberto C. De Jesus (2008)

Facts:

Joseph Saludaga, a sophomore law student at Far Eastern University (FEU), was shot by a security guard named Alejandro Rosete within the university premises on August 18, 1996. Saludaga sustained injuries and was taken to the hospital for treatment. Rosete, after being brought to the police station, claimed the shooting was accidental and was released as no formal complaint was filed against him.

Saludaga sued FEU and its president Edilberto C. De Jesus for damages, alleging breach of the obligation to provide a safe and secure learning environment. FEU then filed a Third-Party Complaint against Galaxy Development and Management Corporation (Galaxy), the security agency that provided Rosete, and its president Mariano D. Imperial, to indemnify them of any damages. Galaxy, in turn, filed a Fourth-Party Complaint against AFP General Insurance.

The trial court ruled in favor of Saludaga, ordering FEU and De Jesus to pay damages. FEU and De Jesus appealed to the Court of Appeals. On June 29, 2007, the Court of Appeals reversed the decision of the trial court and dismissed Saludaga's complaint. Saludaga filed a Motion for Reconsideration, which was denied. Consequently, he filed a Petition for Review on Certiorari to the Supreme Court, raising several issues with the Court of Appeals' decision.

Issues:

1. Was the shooting incident a fortuitous event?
2. Are FEU and De Jesus liable for damages resulting from the injury suffered by Saludaga due to his shooting by the university's security guard?
3. Is the security guard, Rosete, an employee of FEU under the principle of relativity of contracts?
4. Did FEU exercise due diligence in the selection of Galaxy to provide security services?

Court's Decision:

The Supreme Court granted Saludaga's petition, reversing the decision of the Court of Appeals and reinstating the trial court's decision with modifications. The Court decided on the following issues:

1. The shooting incident was not deemed a fortuitous event as FEU failed to prove due

diligence in hiring and supervising Galaxy's security guards.

2. FEU was found liable for breach of contract to provide a safe learning environment, as they did not ensure the guards supplied by Galaxy were qualified and failed to verify Rosete's credentials.

3. The Court ruled that Rosete was not an employee of FEU, and thus FEU could not be held vicariously liable under Article 2180 of the Civil Code for his acts.

4. The Supreme Court found that FEU did not exercise due diligence in selecting Galaxy due to a lack of evidence showing the qualifications of Rosete were checked.

#### Doctrine:

In culpa contractual, the mere existence of a contract and its non-fulfillment justify a prima facie right of relief. Additionally, institutions of learning have an inherent obligation to provide a safe environment to students, which cannot be contracted away.

#### Class Notes:

- Culpa Contractual: A breach of a contractual obligation and, in such cases, a presumption of fault arises resulting in the prima facie right of relief.
- Due Diligence: Establishments, particularly learning institutions, must demonstrate due diligence in ensuring qualified security services and cannot fully delegate this responsibility.
- Article 2180, Civil Code: Employers are liable for their employees' acts, but this does not apply if the employee causing damage is not under their employ.
- Actual Damages: Must be duly proven with receipts or relevant documents.
- Moral Damages: Awarded for physical suffering, mental anguish, fright, serious anxiety, and moral shock, but should be proportionate to the suffering inflicted.
- Legal Interest: In obligations arising from contracts, the rate of legal interest should be 6% per annum from the filing of the complaint until the finality of the decision, subsequently 12% per annum until satisfaction.

#### Historical Background:

The case reflects the evolving jurisprudence on the responsibility of educational institutions for the safety of their students in the Philippines. It also illustrates the legal standards for outsourced services to third parties and the requirement of due diligence in such contractual relationships. The decision reiterates the principle that the obligation of ensuring safety cannot be fully outsourced and that institutions have a persistent duty of care to their constituents.