

Title:

Light Rail Transit Authority & Rodolfo Roman vs. Marjorie Navidad, Heirs of the Late Nicanor Navidad & Prudent Security Agency (GR No. 145804, February 6, 2003)

Facts:

On October 14, 1993, Nicanor Navidad, after purchasing a token for the Light Rail Transit (LRT), entered the EDSA LRT station. While on the platform, he was approached by Junelito Escartin, a security guard from Prudent Security Agency. An altercation ensued resulting in a fistfight, with the details of its initiation unclear. Subsequently, Navidad fell onto the LRT tracks and was struck by an incoming train driven by Rodolfo Roman. Navidad was killed instantly.

Marjorie Navidad, his widow, and her children filed a complaint for damages on December 8, 1994, against Escartin, Roman, the LRT Authority (LRTA), Metro Transit Organization, Inc. (Metro Transit), and Prudent Security Agency. LRTA and Roman filed a counterclaim and cross-claim against Escartin and Prudent. Prudent denied liability, claiming due diligence in hiring and supervising employees.

The case went to trial, and LRTA and Roman presented their evidence. Prudent and Escartin filed a demurrer to evidence, asserting Marjorie Navidad had not proven negligence on Escartin's part. On August 11, 1998, the trial court ruled in favor of the Navidades, holding Prudent and Escartin jointly and severally liable while dismissing the complaint against LRTA and Roman.

Prudent appealed to the Court of Appeals, which, on April 27, 2000, found LRTA and Roman liable instead, absolving Prudent from any liability. A motion for reconsideration by petitioners was denied on October 10, 2000. The case eventually escalated to the Supreme Court, with petitioners LRTA and Roman asserting errors on the part of the appellate court.

Issues:

1. Whether the Court of Appeals erred in finding LRTA and Roman liable for the death of Nicanor Navidad.
2. Whether LRTA and Roman were able to overcome the presumption of negligence and exercise the extraordinary diligence required of common carriers.
3. Whether Rodolfo Roman was an employee of the LRTA, making the latter responsible for his actions.
4. Whether the contract of carriage between Navidad and LRT had been formed, triggering

the responsibilities of a common carrier.

5. Whether Prudent Security Agency could be held liable for the actions of its employee, Junelito Escartin.

Court's Decision:

The Supreme Court affirmed the decision of the Court of Appeals with modifications:

1. It acknowledged the establishment of a contract of carriage between the LRT and Navidad upon the purchase of a token and entry to the premises, which bound the LRT to observe extraordinary diligence for the safety of passengers.
2. The Court reiterated the presumption of negligence on the part of the common carrier in cases of death or injury to passengers, which the LRTA failed to overcome.
3. The employer-employee relationship between Roman and LRTA or Metro Transit was not duly established. However, the Court found no evidence of Roman being culpable of any act or omission that could hold him personally liable.
4. Prudent Security Agency was exonerated due to insufficient proof of negligence on the part of Escartin.
5. The award of nominal damages, in addition to actual damages, was deemed untenable and therefore deleted.

Doctrine:

A common carrier is bound to carry passengers safely using the utmost diligence of very cautious persons with due regard for all circumstances. A common carrier is liable for the death or injuries to passengers through the negligence or willful acts of its employees or other passengers or strangers if the common carrier's employees through the exercise of the diligence of a good father of a family could have prevented or stopped such acts or omissions.

Class Notes:

1. Common Carriers (Art. 1755, 1756, 1763, Civil Code)
 - Exercise utmost diligence of very cautious persons with due regard for all circumstances.
 - Presumed negligent unless extraordinary diligence is proven, shifting the burden of proof to the carrier upon passenger injury.
2. Employer-Employee Relationship (Art. 2180, Civil Code)
 - Employers are liable for the damages caused by their employees acting within the scope of their assigned tasks.
3. Employment of Independent Contractor
 - Employment of an independent firm does not relieve the common carrier of its duties of

ensuring passenger safety.

4. Tort Under Contract

- A tortious act may co-exist with and be a breach of contract, allowing tort rules to apply (culpa contractual and culpa aquiliana).

5. Nominal Damages vs. Compensatory Damages

- Nominal damages cannot co-exist with compensatory damages; they're for the recognition of a violated right, not to indemnify loss.

Historical Background:

This case illustrates an instance in Philippine jurisprudence where the intertwined responsibilities of common carriers and their employees or agents came to the forefront. The case emphasizes strict liability for common carriers and the standards for independent contractors' accountability, set against the backdrop of public transportation safety and the legal remedies available to passengers in cases of injury or death. The complexities of employer-employee relationships and the interplay between contractual obligations and tort law further underline the importance of defining clear lines of liability for service providers and their ancillary personnel.