

Title: ****Estela L. Crisostomo vs. The Court of Appeals and Caravan Travel Tours International, Inc.****

Facts:

Estela L. Crisostomo contracted Caravan Travel Tours International, Inc. for a package European tour named “Jewels of Europe” in May 1991, at a cost of P74,322.70. The package included a 5% discount and waived booking fee because Crisostomo’s niece, Meriam Menor, was a respondent company’s employee. On June 12, 1991, Menor delivered the travel documents, and Crisostomo made full payment. She was instructed to be at the Ninoy Aquino International Airport on June 15 for her flight, but discovered at the airport that her flight was scheduled for June 14, causing her to miss it due to an alleged misinformation by Menor.

Consequently, Menor arranged another tour for Crisostomo called the “British Pageant,” requiring an additional payment of US\$785.00, of which Crisostomo paid US\$300. When Crisostomo demanded a refund for the missed tour, the company refused, citing non-refundable company policy and already forwarded payments to its principal in Singapore. Crisostomo then filed a complaint for breach of contract and damages, claiming negligence on the part of the company for misinforming her about the flight schedule.

After proceedings, the trial court ordered Caravan Travel Tours to refund Crisostomo P53,989.43 with interest, ruling that the company was negligent. However, the Court of Appeals reversed the decision, blaming Crisostomo for not verifying her flight details, thereby making her more negligent and not entitled to damages or refund.

Issues:

1. Was Caravan Travel Tours International, Inc. negligent in its responsibility to properly inform Crisostomo of her departure schedule, hence liable for damages?
2. Is the nature of the contract between Crisostomo and the respondent that of a common carrier, thus requiring the exercise of extraordinary diligence?
3. Should Crisostomo be considered more negligent than the respondent, therefore forfeiting her right to a refund or damages?

Court’s Decision:

The Court ruled in favor of the respondent, affirming the Court of Appeals’ decision. It was established that:

1. The respondent company was not a common carrier but a travel agency, hence not

obliged to exercise extraordinary diligence. Its primary role was arranging travel, not transporting passengers.

2. The obligation of the respondent to Crisostomo was fulfilled by ensuring her booking for the trip; the plane ticket indicated the correct departure date. Crisostomo's failure to verify her flight schedule constituted negligence on her part.

3. Crisostomo was adjudged to have been more negligent, absolving the respondent from liability to refund or pay damages. Crisostomo was ordered to pay the balance of the price for the "British Pageant" package tour, with interest.

Doctrine:

1. The difference in obligations between a common carrier and a travel agency: A common carrier transports goods or passengers, requiring extraordinary diligence, while a travel agency arranges travel, requiring only the diligence of a good father of a family (ordinary diligence).

2. The role of contributory negligence in determining liability: When the plaintiff's negligence is a proximate cause of their loss, they may not be entitled to recover damages.

Class Notes:

- Definition of a common carrier vs. a travel agency and the corresponding level of diligence required.

- Contributory negligence can negate the right to damages or refunds in breach of contract cases.

- The importance of verifying travel details personally to avoid being deemed negligent.

Historical Background:

This case emphasizes the evolving contractual obligations in the tourism sector and the legal responsibilities of travel agencies vis-à-vis their clients. It illustrates the judiciary's role in distinguishing between various types of service providers and the applicable standards of care, shedding light on consumer rights and corporate responsibilities in travel and tour arrangements.