

### Title:

**\*\*Sarmiento vs. Spouses Cabrido and Sun: A Case of Contractual Obligations and Liabilities in Jewelry Repair\*\***

### Facts:

In April 1994, Tomasa Sarmiento was asked by a friend to find a jeweler who could reset a pair of diamond earrings into two gold rings. She enlisted the services of Dingding's Jewelry Shop, owned by Spouses Luis and Rose Sun-Cabrido, for a fee of P400 and provided 12 grams of gold for the project. An employee of the shop, Ma. Lourdes Sun, and their goldsmith, Zenon Santos, attempted to dismount one of the diamonds, which resulted in its breakage. Sarmiento sought compensation for the damaged diamond valued at P30,000, which the respondents refused, leading to legal proceedings.

The case progressed from the Municipal Trial Court in Cities (MTCC) of Tagbilaran City, which decided in favor of Sarmiento, to the Regional Trial Court (RTC) which reversed this decision. The Court of Appeals (CA) upheld the RTC's decision, prompting Sarmiento to file a petition for review with the Supreme Court.

### Issues:

1. Whether Zenon Santos was an employee of Dingding's Jewelry Shop, making the owners liable for his actions.
2. Whether the contractual agreement included the safe dismounting of the diamond earrings, thereby holding the respondents liable for the damaged diamond.

### Court's Decision:

The Supreme Court granted the petition, reversing the decisions of the CA and RTC. The Court determined that Santos was indeed an employee of Dingding's Jewelry Shop and that the respondents, by their actions and failure to specify the scope of their service, assumed the obligation of safely dismounting the diamond. The SC concluded that:

- The inconsistency in the respondents' claims affected their credibility.
- The actions of the parties implied a mutual understanding of the job's scope, making the dismounting of the diamonds a part of the contracted service.

The respondents were found liable for the damages due to negligence and breach of contractual obligations.

### Doctrine:

This case reiterates the principles of obligations arising from contracts and the

responsibility for damages due to fraud, negligence, or delay. Specifically, it highlights the doctrine that employers are liable for the actions of their employees if those actions are within the scope of their employment and related to the business's usual activities.

### ### Class Notes:

- **Contractual Obligations**: When entering a contract, parties must explicitly detail the scope of work to avoid disputes.
- **Employer Liability**: Employers can be held liable for the negligence of their employees if the act was within the scope of employment.
- **Negligence in Service Provision**: The use of inappropriate tools resulting in property damage constitutes negligence.
- **Damages**: Actual and moral damages can be awarded if there's proof of negligence or bad faith.
- **Essential Citation**: "Obligations arising from contracts have the force of law between the contracting parties and must be fulfilled in good faith." (Article 1159, Civil Code of the Philippines)

### ### Historical Background:

This case underscores the evolving jurisprudence in the Philippines regarding consumer rights, contractual obligations, and the accountability of businesses for their services. It illustrates the legal protections available to individuals when commercial transactions do not proceed as expected due to negligence or breach of agreement.