

### Title:

Vicente Calalas vs. Court of Appeals, Eliza Jujeurche Sunga and Francisco Salva

### Facts:

On August 23, 1989, Eliza Jujeurche G. Sunga boarded a passenger jeepney operated by Vicente Calalas to travel to Poblacion Sibulan, Negros Occidental. Due to the vehicle being at full capacity, she was seated on an “extension seat” at the rear end. During the journey, to allow another passenger to disembark, Sunga was adjusting her position when the jeepney was struck by a truck driven by Iglecerio Verena and owned by Francisco Salva. This collision resulted in Sunga sustaining a fracture.

Sunga filed a complaint for damages against Calalas for breach of contract of carriage. Calalas filed a third-party complaint against Salva. The Regional Trial Court initially dismissed Sunga’s claim against Calalas, attributing liability to Salva and Verena, based on a separate quasi-delict case (Civil Case No. 3490), which held Salva and Verena responsible for damage to the jeepney. The decision was reversed by the Court of Appeals, highlighting the contractual basis of Sunga’s claim and Calalas’s failure to demonstrate the exercise of extraordinary diligence required of common carriers.

### Issues:

1. Whether Calalas can be held liable for breach of contract of carriage despite the quasi-delict ruling in Civil Case No. 3490.
2. Whether the evidence presented established Calalas’s failure to observe extraordinary diligence as a common carrier.
3. The appropriateness and basis of the award of moral damages to Sunga.

### Court’s Decision:

The Supreme Court affirmed the Court of Appeals’ decision, clarifying that the breach of contract of carriage was independent of the quasi-delict case. The Court highlighted that common carriers are presumed negligent in incidents of death or injury unless they prove exercising extraordinary diligence. It found that Calalas failed to demonstrate this due to the jeepney’s improper parking and overcapacity, which compromised passenger safety. However, the Court modified the award by deleting the moral damages due to the lack of findings of bad faith on the part of Calalas in fulfilling the contract of carriage.

### Doctrine:

The case reiterated the doctrine of presumed negligence of common carriers in the event of

death or injuries to passengers. It emphasizes that common carriers must exercise extraordinary diligence in ensuring passenger safety, and any failure negates the fulfillment of their contractual obligations.

### Class Notes:

- **Common carriers** are presumed negligent in cases of passenger injury or death, shifting the burden of proof to demonstrate extraordinary diligence.
- **Extraordinary diligence** is required of common carriers in safeguarding passenger safety, as per Articles 1733, 1755, and 1756 of the Civil Code.
- **Moral damages** in breach of contract cases involving common carriers are only recoverable in instances of death or where the carrier is guilty of fraud or bad faith.

### Historical Background:

The case underscores the strict liability imposed on common carriers by Philippine law, rooted in the policy of ensuring public safety in mass transportation. While drawing a distinction between obligations arising from torts (quasi-delict) and contracts, this legal episode further defines the scope of responsibility and diligence required from operators in the transportation sector, emphasizing passenger safety above all.