

****Title:**** *University of the East vs. Romeo A. Jader: A Case of Negligence and Liability in Educational Institutions*

****Facts:****

Romeo A. Jader, the respondent, was a law student at the University of the East (UE), from 1984 to 1988. In his last year, he failed to take the final exam for Practice Court I, resulting in an incomplete grade. He applied for a removal exam, which was approved, and subsequently took the exam. Unfortunately, he was given a failing grade, unbeknownst to him at the time. Despite his failing grade, Jader's name appeared in the tentative list of candidates for graduation, and he participated in the commencement ceremonies under the belief he had fulfilled all requirements for his law degree. He discovered his ineligibility for the bar examination only later, due to the incomplete requirement. Jader filed a lawsuit against UE for damages, arguing that UE's negligence in informing him of his academic status caused him moral shock, mental anguish, and other emotional distress.

The case went through the Regional Trial Court (RTC), which ruled in favor of Jader, awarding him damages. UE appealed to the Court of Appeals (CA), which affirmed the RTC's decision with modifications to include an award for moral damages. UE then filed a petition for review with the Supreme Court, arguing against the imposition of liability.

****Issues:****

1. Whether UE can be held liable for damages for misleading a student into believing he had satisfied all requirements for graduation.
2. Whether UE's negligence constituted an abuse of right under Article 19 of the Civil Code.

****Court's Decision:****

The Supreme Court affirmed the decision of the CA with modification. It held that UE was negligent and had breached its contractual obligation to Jader by failing to timely inform him of his academic status, specifically his failing grade in Practice Court I. The Court ruled that educational institutions have a duty to inform their students about their academic performance and any deficiencies that might affect their graduation and eligibility for licensure examinations.

However, the Supreme Court deleted the award for moral damages, reasoning that Jader, as a senior law student, should have also verified his academic status, particularly regarding his eligibility for the bar examination.

****Doctrine:****

The case reiterates the principle that educational institutions have a contractual obligation to their students, including the duty to inform them promptly about their academic status. It underscores the concept of negligence within the context of the educational contract and the requisites for a claim of damages for breach under Article 19 and 20 of the Civil Code, focusing on good faith, negligence, and the abuse of rights.

****Class Notes:****

- Contract of Education: A legally binding agreement between a student and an educational institution.
- Negligence: Failure to exercise the degree of care that, in the circumstances, the law requires for the protection of others' interests.
- Abuse of Right: Acting in a manner that is contrary to honest practice in industrial or commercial matters.
- Legal Damages: Compensation awarded to a person as a remedy for the loss or injury suffered due to another's breach of duty or negligence.
- Article 19 of the Civil Code: Requires every person to act with justice, give everyone his due, and observe honesty and good faith.
- Moral Damages: Compensation for an injury that causes mental suffering, as opposed to physical or pecuniary harm, which are not awarded in cases where the aggrieved party has also shown negligence.

****Historical Background:****

This case reflects the evolving understanding and application of legal responsibilities and liabilities in educational contracts in the Philippines. It illuminates the duty of educational institutions to manage and convey academic achievements and deficiencies accurately and promptly. Furthermore, it highlights the interaction between contractual obligations under the Civil Code and the personal responsibilities of the parties involved.