

Title: G.V. Florida Transport, Inc. vs. Heirs of Romeo L. Battung, Jr.

Facts:

The case involves the heirs of Romeo L. Battung, Jr. (the respondents) filing a complaint against G.V. Florida Transport, Inc., Federico M. Duplio, Jr., and Christopher Daraoay (the petitioner, et al.) for damages due to Battung's death, which they claimed arose from culpa contractual. On March 22, 2003, Battung boarded a bus operated by G.V. Florida Transport, and during the trip, was shot in the head by a co-passenger, leading to his death. The respondents argued that as a common carrier, the petitioner and its employees failed to ensure the safety of its passengers, making them liable for Battung's death. The petitioner, in defense, contended they exercised the required extraordinary diligence, suggesting Battung's death was a fortuitous event. The Regional Trial Court (RTC) of Cabagan, Isabela, found in favor of the respondents, a decision which the Court of Appeals (CA) upheld. The petitioner then appealed to the Supreme Court.

Issues:

The pivotal issue was whether the CA correctly affirmed the RTC's ruling deeming the petitioner liable for damages to the respondents arising from culpa contractual.

Court's Decision:

The Supreme Court granted the petition, reversing and setting aside the decisions of the CA and RTC. The Court clarified that common carriers are not insurers of absolute safety but are required to exercise the highest degree of diligence (extraordinary diligence). However, the death of Battung was not due to any negligence on the part of the petitioner or its employees but was an act committed by a co-passenger, hence not within the control of the carrier.

The Court also elaborated on the application of Article 1763 of the Civil Code, explaining that a common carrier's responsibility for injuries caused by another passenger is determined by whether the act could have been prevented by the diligence of a good father of a family, which is a lesser degree of diligence compared to the extraordinary diligence required in ensuring transport safety. The Court found no negligence on the part of the petitioner or its employees in preventing Battung's death, thus dismissing the complaint for lack of merit.

Doctrine:

This case reiterates the doctrine that common carriers are expected to observe

extraordinary diligence in the vigilance over the safety of passengers but are not considered insurers of absolute safety. When injuries or deaths arise from acts committed by other passengers or strangers, the liability of a common carrier is gauged based on the diligence of a good father of a family, and not by the standard of extraordinary diligence.

Class Notes:

1. **Extraordinary Diligence:** Required of common carriers in ensuring the safety of passengers, per Articles 1733 and 1755 of the Civil Code.
2. **Presumption of Fault/Negligence:** In case of death or injury to passengers, common carriers are presumed negligent unless they prove observance of extraordinary diligence (Article 1756, Civil Code).
3. **Diligence of a Good Father of a Family:** The standard used to determine a common carrier's liability for injuries caused by another passenger (Article 1763, Civil Code).
4. **Fortuitous Event:** An event that cannot be foreseen or if foreseen, is inevitable. Common carriers are not liable for damages arising from purely fortuitous events.

Historical Background:

The decision highlights the evolving jurisprudence on the extent of liability and the degree of diligence required of common carriers in the Philippines. It underscores the balance between holding carriers accountable for passenger safety and recognizing limitations to their control over unforeseen and external acts of violence or aggression.