

Title: Jose Pilapil vs. Alatco Transportation Company, Inc.

Facts:

- On 16 September 1971, Jose Pilapil boarded Alatco Transportation Company, Inc.'s bus No. 409 as a paying passenger.
- While en route from Iriga City to Naga City, near the cemetery of Baa, Camarines Sur, an unidentified bystander hurled a stone at the bus that struck Pilapil above his left eye, injuring him.
- The injured Pilapil received medical treatment from several doctors but sustained partial vision loss and a permanent scar above his left eye.
- Subsequently, Pilapil filed an action for damages in the Court of First Instance of Camarines Sur, Branch I, which ruled in his favor, awarding him a total sum of P16,300.
- The transportation company appealed to the Court of Appeals (CA-G.R. No. 57354-R), which reversed the lower court's decision, effectively denying Pilapil's claims for damages.
- Dissatisfied, Pilapil filed a petition for review on certiorari to the Supreme Court.

Issues:

1. Whether or not the common carrier (Alatco Transportation) can be held liable for damages sustained by Pilapil, a passenger, due to an act of a third party (stone-throwing).
2. The extent of the duty and liability of a common carrier in ensuring the safety of its passengers.

Court's Decision:

- The Supreme Court affirmed the decision of the Court of Appeals, holding that Alatco Transportation Company, Inc. cannot be held liable for the injuries sustained by Pilapil.
- It was established that common carriers are not insurers of passenger safety against acts of third parties.
- The court underscored that the obligation of common carriers to exercise extraordinary diligence does not extend to unforeseeable, force majeure events caused by third parties over which the carrier has no control or cannot prevent.
- The presumption of the carrier's fault or negligence can be rebutted by demonstrating that the carrier exercised due diligence or that the injury was due to a fortuitous event.
- Pilapil's argument for the installation of protective measures such as mesh grills was considered unreasonable as carriers are not required to guard against all potential acts of lawlessness.

Doctrine:

- A common carrier is not responsible for injuries to passengers caused by acts of third parties outside the carrier's control, unless it is proven that carrier's employees could have prevented the act through the exercise of due diligence.
- The carrier's liability for passenger safety is subject to the carrier's exercise of extraordinary diligence but does not amount to an absolute insurer against all forms of harm or injury.

Class Notes:

- Common Carrier Duty: Exercise of extraordinary diligence (Civil Code, Article 1755) and presumption of negligence in case of passenger injury, rebuttable by evidence of extraordinary diligence or a fortuitous event (Civil Code, Article 1756).
- Third-party Acts: Liability for injuries due to third-party actions is limited unless carrier negligence in preventing such acts is established (Civil Code, Article 1763).
- Protective Measures: Requirement of due diligence does not extend to taking unrealistic preventive measures against unforeseeable acts of lawlessness.
- Force Majeure: Absolution from liability for events beyond the carrier's control and could not have been foreseen or prevented by the exercise of due diligence.

Historical Background:

- This case highlights the Supreme Court's interpretation of the obligations and liabilities of common carriers under Philippine law, particularly in incidents involving third-party actions. It delineates the bounds of responsibility and the extent of care required from carriers, balancing the protection of passenger rights with reasonable expectations of security measures against unpredictable acts of third parties.