

Title: Aboitiz Shipping Corporation vs. Hon. Court of Appeals, et al.

Facts:

This case revolves around the tragic death of Anacleto Viana, who suffered fatal injuries subsequent to being pinned between a vessel and a crane operated by Pioneer Stevedoring Corporation. The series of events leading to the Supreme Court began when Anacleto Viana boarded the M/V Antonia, owned by Aboitiz Shipping Corporation, in San Jose, Occidental Mindoro, bound for Manila. Upon arrival at North Harbor, Manila, and after the passengers had disembarked, Pioneer Stevedoring Corporation took exclusive control of unloading the cargoes from the vessel as per their agreement with Aboitiz. During the unloading operations, Viana, attempting to retrieve his cargoes, was struck by the crane leading to his death three days later.

Subsequently, the Viana family filed a complaint for damages against Aboitiz Shipping for breach of contract of carriage. Aboitiz denied responsibility, attributing liability to Pioneer Stevedoring as the crane operator's employer. Aboitiz then filed a third-party complaint against Pioneer. The trial court decided in favor of the Vianas, imposing liability on Aboitiz while ordering Pioneer to reimburse Aboitiz. However, a later modification of the judgment excused Pioneer from reimbursement duty, a decision sustained by the Court of Appeals.

Issues:

1. Whether the relationship of carrier and passenger between Aboitiz and Viana was still existing at the time of the accident.
2. Whether Aboitiz Shipping Corporation exercised the required extraordinary diligence in ensuring the safety of its passengers.
3. Whether Pioneer Stevedoring Corporation can be held liable for the negligence of its crane operator.

Court's Decision:

The Supreme Court affirmed the decision of the Court of Appeals, holding Aboitiz liable for the death of Anacleto Viana and dismissing the third-party complaint against Pioneer Stevedoring Corporation. The Court found that the carrier-passenger relationship between Aboitiz and Viana continued until the latter had a reasonable opportunity to leave the carrier's premises. Despite Viana's contributory negligence, the Court held that the primary cause of the accident was Aboitiz's failure to exercise extraordinary diligence required of common carriers. Pioneer was absolved from liability as the agreement with Aboitiz did not extend to indemnifying for personal injuries and there was no established negligence on

Pioneer's part.

Doctrine:

The doctrine reiterated in this case includes the rule that the carrier-passenger relationship continues until the passenger has had a reasonable opportunity to leave the carrier's premises. Furthermore, common carriers are bound to observe extraordinary diligence for the safety of their passengers, as per Articles 1733, 1755, and 1756 of the Civil Code.

Class Notes:

- The relationship of carrier and passenger persists until the passenger has safely alighted and had a reasonable opportunity to leave the premises.
- Common carriers are presumed negligent in case of passenger injuries or death, unless they can prove exercising extraordinary diligence.
- Extraordinary diligence is defined as the utmost diligence of very cautious persons, with a due regard for all circumstances.

Historical Background:

The case highlights the legal responsibilities of common carriers in the Philippines towards their passengers' safety. It serves as a reiteration of the principle that a high degree of care is demanded of carriers under Philippine law, reflecting the State's commitment to protect the riding public against hazards to their safety.