

**\*\*Title:\*\*** Mariano Jr. v. Callejas and De Borja, G.R. No. 167336, April 19, 2010

**\*\*Facts:\*\***

1. On November 12, 1991, Dr. Frelinda Mariano was a passenger of a Celyrosa Express bus bound for Tagaytay.
2. The bus collided with an Isuzu truck with trailer along Aguinaldo Highway, Dasmariñas, Cavite; the trailer truck was headed for Manila.
3. The truck bumped the bus on its left middle portion, causing the bus to fall on its right side and resulting in the death of Dr. Mariano and injuries to four other passengers.
4. Herminio Mariano Jr., surviving spouse of Dr. Mariano, sued Ildefonso C. Callejas (bus owner) and Edgar de Borja (bus driver) for breach of contract of carriage and damages.
5. Callejas filed a third-party complaint against Liong Chio Chang, owner of the trailer truck.
6. Concurrently, Callejas filed Civil Case No. NC-397 in the RTC of Naic, Cavite, against La Perla Sugar Supply (Chang's business) and truck driver Arcadio Arcilla. The court held Arcilla liable but dismissed the case against La Perla Sugar Supply.
7. Arcilla was also convicted in Criminal Case No. 2223-92 for reckless imprudence resulting in homicide, multiple slight physical injuries, and damage to property.
8. The RTC of Quezon City, in a decision dated September 13, 1999, found Callejas, De Borja, and Chang jointly and severally liable, awarding various damages to Mariano.
9. Respondents Callejas and De Borja appealed to the Court of Appeals, which reversed the RTC decision on May 21, 2004, absolving them from liability based on the presumption of negligence.

**\*\*Issues:\*\***

1. Whether the respondents were liable for breach of contract of carriage due to the death of Dr. Mariano.
2. Whether the presumption of negligence on the part of the common carrier was properly rebutted by the respondents.

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

1. **\*\*Breach of Contract of Carriage\*\***: The Supreme Court highlighted that a common carrier is bound to transport passengers with the utmost diligence under Articles 1733, 1755, and 1756 of the Civil Code. However, the carrier's liability rests on its negligence. The death of Dr. Mariano during the transport invoked the presumption of negligence.

2. **Presumption of Negligence**:

- The Court ruled that the evidence presented confirmed the proximate cause of the collision was the failure of the trailer truck's brakes.
- The truck driver's negligence, evidenced by the police report and his guilty plea, primarily caused the accident. The sketch prepared by PO3 De Villa showed the bus lying on its side five meters from the point of impact, while the truck was found 500 meters from the crash site.
- The police report corroborated that the bus was in its rightful lane, and De Borja, the bus driver, had a reasonable expectation that the truck would stay in its lane.
- Ultimately, the Court affirmed the Court of Appeals' ruling, as the respondents demonstrated the highest degree of diligence under the circumstances, effectively rebutting the presumption of negligence.

**Doctrine:**

- The doctrine articulated here reiterated the obligation of a common carrier to exercise utmost diligence (Arts. 1733, 1755, 1756 of the Civil Code) while also emphasizing that carriers are not insurers of passenger safety if they can prove extraordinary diligence or the obligating event was due to a fortuitous event (Pilapil v. CA).

**Class Notes:**

- **Common Carrier Obligation** (Arts. 1733, 1755, 1756 Civil Code).
- **Presumption of Negligence:** Rebuttable by extraordinary diligence or proof of fortuitous event.
- **Fortuitous Event Exception** (Pilapil v. CA): Common carriers are not insurers of absolute safety.
- **Doctrine Application:** Extraordinary diligence must be exercised, but no liability if the injury arises from external causes beyond the carrier's control.

**Historical Background:**

- The case contextualizes the accountability of common carriers in the Philippines to public safety, stemming from the public policy mandating the highest degree of diligence in the transportation industry. This principle aims to mitigate accidents and emphasizes public welfare by imposing stringent obligations on carriers. The accident underscores ongoing concerns for road safety and systematic enforcement of standards in public transportation.