

# **Radio Communications of the Philippines, Inc. (RCPI) vs. Alfonso Verchez and Others**

## **Title**

516 Phil. 725 - RADIO COMMUNICATIONS OF THE PHILIPPINES, INC. (RCPI), PETITIONER, VS. ALFONSO VERCHEZ, GRACE VERCHEZ-INFANTE, MARDONIO INFANTE, ZENAIDA VERCHEZ-CATIBOG, AND FORTUNATO CATIBOG, RESPONDENTS

## **Facts**

### **Series of Events:**

1. **January 21, 1991**: Editha Hebron Verchez falls ill and is confined at Sorsogon Provincial Hospital.
2. Grace Verchez-Infante, Editha's daughter, immediately visits RCPI in Sorsogon to send a telegram to her sister, Zenaida Verchez-Catibog in Quezon City: "Send check money Mommy hospital." Grace pays P10.50 for the service.
3. **January 24, 1991**: No response from Zenaida. Grace sends a letter via JRS Delivery Service reprimanding Zenaida.
4. **January 26, 1991**: Zenaida and her husband Fortunato travel to Sorsogon and disclaim having received the telegram.
5. **January 28, 1991**: Editha is moved to Veterans Memorial Hospital in Quezon City; confined until March 21, 1991.
6. **February 15, 1991 (25 days later)**: Telegram is finally delivered to Zenaida.
7. **Inquiry**: RCPI responds that delays were due to "radio noise and interferences" and issues with finding the address.

### **Procedural Posture:**

1. **March 5, 1991**: Alfonso Verchez (Editha's husband) writes to RCPI demanding explanation.
2. **March 13, 1991**: RCPI responds, claiming no fault due to force majeure during transmission and reassignment of delivery.
3. **July 23, 1991**: Verchez's lawyer requests a conference with RCPI, but RCPI does not attend.
4. **April 17, 1992**: Editha dies.
5. **September 8, 1993**: Verchez family files a complaint for damages due to the delayed telegram delivery.
6. **Trial Court Proceedings**: RCPI moves to dismiss for improper venue, denied, then answers alleging no liability due to force majeure, privity of contract, and negligible due diligence.

7. **Trial Court Decision**: Finds RCPI negligent but rules the delay wasn't the proximate cause of Editha's death. Awards P100,000 in moral damages and P20,000 in attorney's fees.
8. **Court of Appeals**: Affirms Trial Court's decision on February 27, 2004.
9. **Petition for Review**: RCPI files for certiorari to the Supreme Court.

## **## Issues**

1. **Properness of Awarding Moral Damages**: Should moral damages be awarded given no direct causation between RCPI's delay and Editha's death?
2. **Nature of the Contract**: Whether the stipulations in the "Telegram Transmission Form" constitute a contract of adhesion.

## **## Court's Decision**

### **### Issue 1: Moral Damages**

- **Causal Connection**: The basis is the breach of contract concerning Grace and quasi-delict concerning others.
- **Negligence and Fault**: RCPI's failure to deliver the telegram within 25 days, invoking non-feasibility of force majeure.
- **Bad Faith and Gross Negligence**: RCPI's repeated inaction after initial delivery failures exhibit negligence amounting to bad faith.
- **Award Justification**: Under Article 2220 of the Civil Code, gross negligence that amounts to bad faith in fulfilling a contract, especially when it disrupts human relations.

### **### Issue 2: Contract of Adhesion**

- **Nature of Stipulations**: The "Telegram Transmission Form" is deemed a contract of adhesion because it is pre-drafted and offered on a take-it-or-leave-it basis, without room for negotiation.
- **Court's Stance**: Contract of adhesion is not necessarily void but is construed against the drafter. It is void if it imposes upon the weaker party, depriving them of equal bargaining opportunity.

### **### Doctrines Established**

1. **Moral Damages in Breach of Contract**: Established when the breaching party exhibits gross negligence or bad faith.
2. **Contract of Adhesion**: Recognized but construed strictly against the drafter and can be void if imposed unfairly on the weaker party.
3. **Employer's Liability (Article 2180)**: Requires employers to show due diligence or be liable for employees' actions within their employment scope.

## ## **Doctrine**

- **Article 1170 (Culpa Contractual)**: Liability for fraud, negligence, or delay in contract performance implies a failure to comply with obligations.
- **Article 2176 (Quasi-Delict)**: Fault or negligence causing damage obligates compensating the injured party.
- **Article 2219 and 2220 (Moral Damages)**: Prescribes instances for awarding moral damages in tort and breach of contract.

## ## **Class Notes**

- **Culpa Contractual (Article 1170)**
- **Elements**: Existence of a contract; Breach; Presumption of fault till rebutted.
- **Application**: RCPI's delay and its refusal to inform constituted negligence.
- **Quasi-Delict (Article 2176)**
- **Elements**: Fault/Negligence; Damage; No pre-existing contractual relation.
- **Application**: Applicable to Verchez's co-plaintiffs.
- **Employer Responsibility (Article 2180)**
- **Elements**: Employees' Acts; Scope of Duties; Presumption of Employers' Negligence.
- **Application**: RCPI failed to show diligence.
- **Moral Damages Conditions (Article 2219 and 2220)**
- **Elements**: Reputation Injured; Culpable Act; Proximate Causation; Specific Instances.
- **Application**: RCPI's gross negligence justified moral damages.

## ## **Historical Background**

- **Communications Reliability in 1991**: Reflects the significance of timely message delivery before modern instant communication.
- **Role of Telegrams**: Before mobile phones and internet, telegrams were critical for urgent communication, particularly in emergencies.