

****Title:**** Fabre vs. Court of Appeals

****Facts:****

Engracio Fabre, Jr. and his wife owned a minibus used for their school bus service in Manila. In 1981, they hired Porfirio Cabil as the driver. On November 2, 1984, they agreed to transport 33 members of the Word for the World Christian Fellowship, Inc. (WWCF) to La Union for a fee of P3,000. The departure was delayed until 8:00 PM, and Cabil, the driver, was unfamiliar with the route.

It began raining during the trip, and Cabil, driving at 50 km/h, encountered a sharp curve in Lingayen, Pangasinan. Unable to manage the curve, the bus skidded, hit a traffic sign, and a fence, and overturned. Several passengers, including Amyline Antonio, were injured. Amyline was pinned under a seat, suffering serious injuries that led to paraplegia. She was moved through several hospitals before undergoing surgery in Manila.

Amyline Antonio filed a case for damages in the RTC of Makati, which awarded her P93,657.11 in actual damages, P500,000 in loss of earning capacity, P20,000 in moral damages, P20,000 in exemplary damages, and 25% of the recoverable amount as attorney's fees. The Court of Appeals partly affirmed the RTC decision but increased compensatory damages to P600,000 and moral damages to P50,000, reducing attorney's fees to P10,000.

****Issues:****

1. Whether or not petitioners were negligent.
2. Whether or not petitioners were liable for the injuries suffered by private respondents.
3. Whether or not damages can be awarded and up to what extent.

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

1. ****Negligence of Petitioners:****

The Court found Cabil negligent for driving at 50 km/h in slippery, unfamiliar conditions and failing to slow down in time. Lack of proper route checks and preparedness by Fabres indicated negligence in selection and supervision of their driver, applying Articles 2176 and 2180 of the Civil Code for quasi delict.

2. ****Liability for Injuries:****

Fabres, as common carriers under Article 1732, had a duty to ensure passenger safety through extraordinary diligence, pursuant to Articles 1755, and 1759, which they failed. The Court considered the contract of carriage, holding petitioners liable for breach of contract of carriage under culpa contractual and quasi delict (culpa aquiliana).

3. **Extent and Award of Damages:**

The Supreme Court reduced compensatory damages back to P500,000, holding that the original trial award was reasonable based on the contingencies surrounding Amyline's employment. The awards for actual, moral, and exemplary damages, including attorney's fees, were restored to original amounts set by the RTC. Since the appellate court lacked challenged by private respondents, the appellate modifications were inappropriate.

Doctrine:

- **Common Carrier Liability:** Under Article 1759, common carriers are liable for injuries due to employee negligence regardless of diligent selection and supervision.
- **Negligence and Presumptions:** In quasi delict, negligence of an employee presumes employer negligence absent evidence of due diligence (Articles 2176, 2180).
- **Contract of Carriage:** Common carriers retain liability for breach of contract through negligence, invoking extraordinary diligence for passenger safety (Articles 1732, 1755).

Class Notes:

- **Elements of Negligence:** Duty of care, breach, causation, and damage.
- **Quasi Delict (Art. 2176, 2180):** Negligent act, causation, injury, presumption of employer negligence.
- **Contract of Carriage:** Extraordinary diligence required (Art. 1732, 1755, 1759).
- **Moral and Exemplary Damages:** Available under Art. 2219(2) for quasi delict, and Art. 1764 in relation to Art. 2220 for breach of contract involving bad faith.
- **Attorney's Fees:** Proportionate to damages recovered.

Historical Background:

This case encapsulates the standards for assessing common carrier obligations in the Philippines, reflecting legal principles from the Civil Code on duties, standards of care, and liability for negligence. It showcases judicial interpretation bridging contractual and quasi-delict liability ensuring robust passenger protection. This is significant in protecting consumer rights amidst transport operations, emphasizing an elevated standard of diligence for common carriers beyond general employment practices.