

****Title: Reyes vs. Doctolero, Avila, Grandeur Security, and Makati Cinema Square****

****Facts:****

On January 26, 1996, between 4:30 to 5:00 P.M., John E.R. Reyes (John) was driving a Toyota Tamaraw in the basement parking of Makati Cinema Square (MCS). Security guard Orico Doctolero (Doctolero) of Grandeur Security and Services Corporation (Grandeur) stopped him three times, causing confusion and almost a collision. John confronted Doctolero, who responded with hostility, verbally abusing John and aiming his gun at him. John attempted to tackle Doctolero, but was shot in the left leg. John's brother, Mervin Joseph Reyes (Mervin), was also shot by another guard, Romeo Avila (Avila), when he tried to intervene.

Grandeur's version claims John was aggressive, violated traffic rules, physically attacked Doctolero, leading to the defensive use of Doctolero's firearm.

Petitioners filed a complaint for damages against Doctolero, Avila, Grandeur, and MCS for negligence.

- RTC Decision: Found Doctolero and Avila liable for damages. Initially held Grandeur liable but dismissed MCS from the complaint.
- RTC Modified Decision: Granted Grandeur's motion, dismissing them from liability.
- CA Decision: Affirmed RTC's modified decision, finding Grandeur not liable due to sufficient diligence in selection and supervision of their employees.
- Petitioners' Appeal and Motion for Reconsideration: Denied by the CA, leading to petitioners filing for review on certiorari with the Supreme Court.

****Issues:****

1. Whether MCS can be held liable for the negligent acts of the security guards.
2. Whether Grandeur can be held vicariously liable for damages caused by their employees.

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

- ****Liability of MCS:****

- The Court held that MCS was not liable since there was no employer-employee relationship between MCS and the security guards. The guards were employed by Grandeur, which contracted with MCS. According to Article 2180 of the Civil Code, vicarious liability requires an employer-employee relationship.

- Principal-agent relationship theory also failed as the contract explicitly stated the guards were not MCS employees.

- **Liability of Grandeur:**

- Grandeur successfully rebutted the presumption of negligence typically applicable under Article 2180.

- Grandeur demonstrated due diligence in the selection (thorough screening, background checks, training) and supervision (regular inspections, trainings, monitoring) of its employees.

- The Court evaluated evidence presented: personal bio-data, clearances, training certificates, medical and psychological test results, and standard operating procedure documents.

Grandeur's comprehensive evidence and consistent operational protocols convinced the Court of their diligent behavior both in selecting and supervising Doctolero and Avila.

Doctrine:

- **Vicarious Liability and Employer-Employee Relationship:** An employer can be held liable for employees' acts within their employment scope if due diligence in supervisory roles isn't demonstrated. This liability hinges on a proven employer-employee relationship (Article 2180, Civil Code).

- **Rebutting Presumption of Negligence:** To avoid liability, employers must show unimpeachable due diligence in selecting and managing employees (Article 2180's "diligence of a good father").

Class Notes:

1. **Elements of Vicarious Liability under Article 2180:**

- Employer-employee relationship must exist.
- Act must be within the scope of employment.
- Rebuttal possible by proving due diligence.

2. **Due Diligence:**

- **Selection:** Thorough screening, background checks, relevant training.
- **Supervision:** Regular check-ins, upfront protocol establishment, and compliance monitoring.

****Historical Background:****

This case highlights the evolving responsibility frameworks around employer liability for employee actions, under civil law and quasi-delicts in modern Philippine jurisprudence. It underscores the judiciary's rigorous demand for concrete evidence of supervisory diligence, reflecting a balanced approach to employer and public protection.

This case is a significant illustration of the application of Article 2180 of the Civil Code, which dates back to the Spanish-influenced Code of 1950, reflecting ongoing adherence to these historical legal principles while dealing with complex modern employment dynamics.