

**\*\*Title:\*\*** Ruks Konsult and Construction vs. Adworld Sign and Advertising Corporation,  
G.R. No. 204866

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

The case began when Adworld Sign and Advertising Corporation (Adworld) sued Transworld Media Ads, Inc. (Transworld) and Comark International Corporation (Comark) to recover damages resulting from a billboard collapse. Adworld owned a 75 ft. x 60 ft. billboard in Guadalupe, Mandaluyong. On August 11, 2003, Transworld's adjacent billboard collapsed, damaging Adworld's billboard. Adworld demanded payment for repair costs and lost income, but Transworld refused, leading Adworld to file a suit for P474,204.00 in damages for materials, labor, and lost rental income.

Transworld claimed the collapse was due to extraordinarily strong winds and maintained the damage to Adworld's billboard was minimal. They filed a third-party complaint against Ruks, the construction company contracted to build the faulty billboard, alleging negligence in construction and foundation issues. Comark denied any responsibility, stating they only used the billboard and had no ownership interest. On the other hand, Ruks asserted that they were only hired to finish an already existing billboard foundation and denied liability for the collapse.

The Regional Trial Court (RTC) of Makati City ruled in favor of Adworld, holding Transworld and Ruks jointly and severally liable for P474,204.00 in damages. The basis for this ruling was their negligence in constructing and not properly securing the billboard.

Transworld's appeal to the Court of Appeals (CA) was dismissed for non-compliance with procedural requirements, making the RTC's decision final for Transworld. In contrast, Ruks's appeal was denied on merits by the CA, which concurred with the RTC's findings of negligence. Ruks's motion for reconsideration was also dismissed, prompting Ruks to file a petition for review on certiorari with the Supreme Court.

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

1. Whether the CA correctly affirmed the RTC's ruling that Ruks and Transworld were jointly and severally liable for the damages suffered by Adworld.
2. Whether Ruks's actions constituted negligence, making them liable for the damages caused by the billboard collapse.

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

The Supreme Court denied Ruks's petition, affirming the CA's decision that upheld the

RTC's ruling. The key points in resolving the issues were:

1. **Joint and Several Liability:** The Court affirmed the joint and several liabilities of Transworld and Ruks. The court held that both parties were negligent. Transworld's initial construction had an inadequate foundation, and Ruks proceeded with finishing the billboard despite knowing the foundation was weak. Both parties' inaction to rectify this issue despite being aware of the risks constituted negligence.
2. **Negligence Defined:** The Court reiterated the legal definition of negligence as the omission to do something which a reasonable person guided by considerations which ordinarily regulate human conduct would do, or the doing of something which a prudent and reasonable person would not do. The failure of both Transworld and Ruks to reinforce the billboard's faulty foundation directly led to its collapse, causing damage to Adworld's property.
3. **Proximate Cause:** The Court explained that the successive negligent acts of Transworld's construction without proper foundation and Ruks's completion of the billboard assuming reinforcement would be done, were the direct and proximate causes of Adworld's damages. Given the architectural misjudgments and negligence on both parts, they were deemed equally responsible for the total damage.

**Doctrine:**

- **Doctrine of Negligence:** Negligence is the omission of an act which a reasonable person would do, or the doing of an act which a reasonable person would not do, considering the circumstances.
- **Joint Tortfeasors:** Under Article 2194 of the Civil Code, joint tortfeasors are solidarily liable for damages resulting from their concurrent negligence.
- The Court's finding indicates that when multiple parties contribute to a single injury through concurrent acts of negligence, they can be held jointly and severally liable, even if their independent actions vary in nature.

**Class Notes:**

- **Negligence:** Defined as the failure to exercise the care that a reasonably prudent person would exercise in like circumstances.
- **Joint Tortfeasors:** Two or more parties acting together in committing a tort or whose independent acts contribute to the same injury. They are solidarily liable under Article 2194 of the Civil Code.

- **Proximate Cause:** The primary cause of an injury which sets in motion the subsequent events leading to the injury, without which the injury would not have occurred. In this case, both Transworld's and Ruks's actions were considered proximate causes.

**Historical Background:**

The case reflects the legal responsibilities in the construction industry regarding project oversight and contract fulfillment. It underscores that negligence in ensuring the structural integrity of constructions can lead to serious liabilities and legal consequences. This case also highlights procedural adherence in appellate review processes and the significant weight of lower court's factual findings when affirmed by the appellate courts. This decision reiterates principles that remain critical in construction law and tort law in the Philippines.