

**JAPAN AIRLINES, PETITIONER, VS. THE COURT OF APPEALS
ENRIQUE AGANA, MARIA ANGELA NINA AGANA, ADALIA B.
FRANCISCO AND JOSE MIRANDA, RESPONDENTS.**

G.R. No. 118664. August 07, 1998

Ponente: ROMERO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-118664/>

ROMERO, J.:

Before us is an appeal by certiorari filed by petitioner Japan Airlines, Inc. (JAL) seeking the reversal of the decision of the Court of Appeals,[1] which affirmed with modification the award of damages made by the trial court in favor of herein private respondents Enrique Agana, Maria Angela Nina Agana, Adelia Francisco and Jose Miranda.

On June 13, 1991, private respondent Jose Miranda boarded JAL flight No. JL 001 in San Francisco, California bound for Manila. Likewise, on the same day private respondents Enrique Agana, Maria Angela Nina Agana and Adelia Francisco left Los Angeles, California for Manila via JAL flight No. JL 061. As an incentive for travelling on the said airline, both flights were to make an overnight stopover at Narita, Japan, at the airlines' expense, thereafter proceeding to Manila the following day.

Upon arrival at Narita, Japan on June 14, 1991, private respondents were billeted at Hotel Nikko Narita for the night. The next day, private respondents, on the final leg of their journey, went to the airport to take their flight to Manila. However, due to the Mt. Pinatubo eruption, unrelenting ashfall blanketed Ninoy Aquino International Airport (NAIA), rendering it inaccessible to airline traffic. Hence, private respondents' trip to Manila was cancelled indefinitely.

To accommodate the needs of its stranded passengers, JAL rebooked all the Manila-bound passengers on flight No. 741 due to depart on June 16, 1991 and also paid for the hotel expenses for their unexpected overnight stay. On June 16, 1991, much to the dismay of the private respondents, their long anticipated flight to Manila was again cancelled due to NAIA's indefinite closure. At this point, JAL informed the private respondents that it would no longer defray their hotel and accommodation expense during their stay in Narita.

Since NAIA was only reopened to airline traffic on June 22, 1991, private respondents were forced to pay for their accommodations and meal expenses from their personal funds from June 16 to June 21, 1991. Their unexpected stay in Narita ended on June 22, 1991 when they arrived in Manila on board JL flight No. 741.

Obviously, still reeling from the experience, private respondents, on July 25, 1991, commenced an action for damages against JAL before the Regional Trial Court of Quezon City, Branch 104.[2] To support their claim, private respondents asserted that JAL failed to live up to its duty to provide care and comfort to its stranded passengers when it refused to pay for their hotel and accommodation expenses from June 16 to 21, 1991 at Narita, Japan. In other words, they insisted that JAL was obligated to shoulder their expenses as long as they were still stranded in Narita. On the other hand, JAL denied this allegation and averred that airline passengers have no vested right to these amenities in case a flight is cancelled due to "force majeure."

On June 18, 1992, the trial court rendered its judgment in favor of private respondents holding JAL liable for damages, viz.:

"WHEREFORE, judgment is rendered in favor of plaintiffs ordering the defendant Japan Airlines to pay the plaintiffs Enrique Agana, Adalia B. Francisco and Maria Angela Nina Agana the sum of One million Two Hundred forty-six Thousand Nine Hundred Thirty-Six Pesos (P1,246,936.00) and Jose Miranda the sum of Three Hundred Twenty Thousand Six Hundred sixteen and 31/100 (P320,616.31) as actual, moral and exemplary damages and pay attorney's fees in the amount of Two Hundred Thousand Pesos (P200,000.00), and to pay the costs of suit."

Undaunted, JAL appealed the decision before the Court of Appeals, which, however, with the exception of lowering the damages awarded affirmed the trial court's finding,[3] thus:

"Thus, the award of moral damages should be as it is hereby reduced to P200,000.00 for each of the plaintiffs, the exemplary damages to P300,000.00 and the attorney's fees to P100,000.00 plus the costs.

WHEREFORE, with the foregoing Modification, the judgment appealed from is hereby AFFIRMED in all other respects."

JAL filed a motion for reconsideration which proved futile and unavailing.[4]

Failing in its bid to reconsider the decision, JAL has now filed this instant petition.

The issue to be resolved is whether JAL, as a common carrier has the obligation to shoulder the hotel and meal expenses of its stranded passengers until they have reached their final destination, even if the delay were caused by "force majeure."

To begin with, there is no dispute that the Mt. Pinatubo eruption prevented JAL from proceeding to Manila on schedule. Likewise, private respondents concede that such event can be considered as "force majeure" since their delayed arrival in Manila was not imputable to JAL.[5]

However, private respondents contend that while JAL cannot be held responsible for the delayed arrival in Manila, it was nevertheless liable for their living expenses during their unexpected stay in Narita since airlines have the obligation to ensure the comfort and convenience of its passengers. While we sympathize with the private respondents' plight, we are unable to accept this contention.

We are not unmindful of the fact that in a plethora of cases we have consistently ruled that a contract to transport passengers is quite different in kind and degree from any other contractual relation. It is safe to conclude that it is a relationship imbued with public interest. Failure on the part of the common carrier to live up to the exacting standards of care and diligence renders it liable for any damages that may be sustained by its passengers. However, this is not to say that common carriers are absolutely responsible for all injuries or damages even if the same were caused by a fortuitous event. To rule otherwise would render the defense of "force majeure," as an exception from any liability, illusory and ineffective.

Accordingly, there is no question that when a party is unable to fulfill his obligation because of "force majeure," the general rule is that he cannot be held liable for damages for non-performance.[6] Corollarily, when JAL was prevented from resuming its flight to Manila due to the effects of Mt. Pinatubo eruption, whatever losses or damages in the form of hotel and meal expenses the stranded passengers incurred, cannot be charged to JAL. Yet it is undeniable that JAL assumed the hotel expenses of respondents for their unexpected overnight stay on June 15, 1991.

Admittedly, to be stranded for almost a week in a foreign land was an exasperating experience for the private

respondents. To be sure, they underwent distress and anxiety during their unanticipated stay in Narita, but their predicament was not due to the fault or negligence of JAL but the closure of NAIA to international flights. Indeed, to hold JAL, in the absence of bad faith or negligence, liable for the amenities of its stranded passengers by reason of a fortuitous event is too much of a burden to assume.

Furthermore, it has been held that airline passengers must take such risks incident to the mode of travel.[7] In this regard, adverse weather conditions or extreme climatic changes are some of the perils involved in air travel, the consequences of which the passenger must assume or expect. After all, common carriers are not the insurer of all risks.[8]

Paradoxically, the Court of Appeals, despite the presence of "force majeure," still ruled against JAL relying in our decision in *PAL v. Court of Appeals*,[9] thus:

"The position taken by PAL in this case clearly illustrates its failure to grasp the exacting standard required by law. Undisputably, PAL's diversion of its flight due to inclement weather was a fortuitous event. Nonetheless, such occurrence did not terminate PAL's contract with its passengers. Being in the business of air carriage and the sole one to operate in the country, PAL is deemed equipped to deal with situations as in the case at bar. What we said in one case once again must be stressed, i.e., the relation of carrier and passenger continues until the latter has been landed at the port of destination and has left the carrier's premises. Hence, PAL necessarily would still have to exercise extraordinary diligence in safeguarding the comfort, convenience and safety of its stranded passengers until they have reached their final destination. On this score, PAL grossly failed considering the then ongoing battle between government forces and Muslim rebels in Cotabato City and the fact that the private respondent was a stranger to the place."

The reliance is misplaced. The factual background of the PAL case is different from the instant petition. In that case there was indeed a fortuitous event resulting in the diversion of the PAL flight. However, the unforeseen diversion was worsened when "private respondents (passenger) was left at the airport and could not even hitch a ride in a Ford Fiera loaded with PAL personnel,"[10] not to mention the apparent apathy of the PAL station manager as to the predicament of the stranded passengers.[11] In light of these circumstances, we held that if the fortuitous event was accompanied by neglect and malfeasance by the carrier's employees, an action for damages against the carrier is permissible. Unfortunately, for private respondents, none of these conditions are present in the instant petition.

We are not prepared, however, to completely absolve petitioner JAL from any liability. It must be noted that private respondents bought tickets from the United States with Manila as their final destination. While JAL was no longer required to defray private respondents' living expenses during their stay in Narita on account of the fortuitous event, JAL had the duty to make the necessary arrangements to transport private respondents on the first available connecting flight to Manila. Petitioner JAL reneged on its obligation to look after the comfort and convenience of its passengers when it declassified private respondents from "transit passengers" to "new passengers" as a result of which private respondents were obliged to make the necessary arrangements themselves for the next flight to Manila. Private respondents were placed on the waiting list from June 20 to June 24. To assure themselves of a seat on an available flight, they were compelled to stay in the airport the whole day of June 22, 1991 and it was only at 8:00 p.m. of the aforesaid date that they were advised that they could be accommodated in said flight which flew at about 9:00 a.m. the next day.

We are not oblivious to the fact that the cancellation of JAL flights to Manila from June 15 to June 21, 1991 caused considerable disruption in passenger booking and reservation. In fact, it would be unreasonable to expect, considering NAIA's closure, that JAL flight operations would be normal on the days affected. Nevertheless, this does not excuse JAL from its obligation to make the necessary arrangements to transport private respondents on

its first available flight to Manila. After all, it had a contract to transport private respondents from the United States to Manila as their final destination.

Consequently, the award of nominal damages is in order. Nominal damages are adjudicated in order that a right of a plaintiff, which has been violated or invaded by the defendant, may be vindicated or recognized and not for the purpose of indemnifying any loss suffered by him.[12] The court may award nominal damages in every obligation arising from any source enumerated in Article 1157, or in every case where any property right has been invaded.[13]

WHEREFORE, in view of the foregoing, the decision of the Court of Appeals dated December 22, 1993 is hereby MODIFIED. The award of actual, moral and exemplary damages is hereby DELETED. Petitioner JAL is ordered to pay each of the private respondents nominal damages in the sum of P100,000.00 each including attorney's fees of P50,000.00 plus costs.

SO ORDERED.

Narvasa, C.J. (Chairman), Kapunan and Purisima, JJ. concur.

[1] CA - G.R. CV No. 39089, penned by Associate Justice Oscar Herrera with Justices Consuelo Ynares-Santiago and Corona Ibay-Somera, concurring. Rollo, pp. 34-55.

[2] RTC Records, p. 150.

[3] Rollo, p. 55.

[4] Rollo, p. 57.

[5] Rollo, p. 61.

[6] Tolentino, Civil Code of the Philippines, Vol. IV, p. 128.

[7] 8 Am Jur 2d citing *Thomas v. American Airlines*, US Av 102.

[8] *Pilapil v. Court of Appeals*, 180 SCRA 546 (1988).

[9] 226 SCRA 423 (1993).

[10] *Ibid*, p. 428.

[11] *Id.*, p. 430.

[12] Article 2221, Civil Code.

[13] Article 2222, Civil Code.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.