

**KHRISTINE REA M. REGINO, ASSISTED AND REPRESENTED BY
ARMANDO REGINO, PETITIONER, VS. PANGASINAN COLLEGES OF
SCIENCE AND TECHNOLOGY, RACHELLE A. GAMUROT AND ELISSA
BALADAD, RESPO...**

G.R. No. 156109. November 18, 2004

Ponente: PANGANIBAN, J.

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PANGANIBAN, J.:

Upon enrolment, students and their school enter upon a reciprocal contract. The students agree to abide by the standards of academic performance and codes of conduct, issued usually in the form of manuals that are distributed to the enrollees at the start of the school term. Further, the school informs them of the itemized fees they are expected to pay. Consequently, it cannot, after the enrolment of a student, vary the terms of the contract. It cannot require fees other than those it specified upon enrolment.

The Case

Before the Court is a Petition for Review under Rule 45,[1] seeking to nullify the July 12, 2002[2] and the November 22, 2002[3] Orders of the Regional Trial Court (RTC) of Urdaneta City, Pangasinan (Branch 48) in Civil Case No. U-7541. The decretal portion of the first assailed Order reads:

“WHEREFORE, the Court GRANTS the instant motion to dismiss for lack of cause of action.”[4]

The second challenged Order denied petitioner’s Motion for Reconsideration.

The Facts

Petitioner Khristine Rea M. Regino was a first year computer science student at Respondent Pangasinan Colleges of Science and Technology (PCST). Reared in a poor family, Regino went to college mainly through the financial support of her relatives. During the second semester of school year 2001-2002, she enrolled in logic and statistics subjects under Respondents Rachelle A. Gamurot and Elissa Baladad, respectively, as teachers.

In February 2002, PCST held a fund raising campaign dubbed the “Rave Party and Dance Revolution,” the proceeds of which were to go to the construction of the school’s tennis and volleyball courts. Each student was required to pay for two tickets at the price of P100 each. The project was allegedly implemented by recompensing students who purchased tickets with additional points in their test scores; those who refused to pay were denied the opportunity to take the final examinations.

Financially strapped and prohibited by her religion from attending dance parties and celebrations, Regino refused to pay for the tickets. On March 14 and March 15, 2002, the scheduled dates of the final examinations in logic and statistics, her teachers -- Respondents Rachelle A. Gamurot and Elissa Baladad -- allegedly disallowed her from taking the tests. According to petitioner, Gamurot made her sit out her logic class while her classmates were taking their examinations. The next day, Baladad, after announcing to the entire class that she was not permitting

petitioner and another student to take their statistics examinations for failing to pay for their tickets, allegedly ejected them from the classroom. Petitioner's pleas ostensibly went unheeded by Gamurot and Baladad, who unrelentingly defended their positions as compliance with PCST's policy.

On April 25, 2002, petitioner filed, as a pauper litigant, a Complaint[5] for damages against PCST, Gamurot and Baladad. In her Complaint, she prayed for P500,000 as nominal damages; P500,000 as moral damages; at least P1,000,000 as exemplary damages; P250,000 as actual damages; plus the costs of litigation and attorney's fees.

On May 30, 2002, respondents filed a Motion to Dismiss[6] on the ground of petitioner's failure to exhaust administrative remedies. According to respondents, the question raised involved the determination of the wisdom of an administrative policy of the PCST; hence, the case should have been initiated before the proper administrative body, the Commission of Higher Education (CHED).

In her Comment to respondents' Motion, petitioner argued that prior exhaustion of administrative remedies was unnecessary, because her action was not administrative in nature, but one purely for damages arising from respondents' breach of the laws on human relations. As such, jurisdiction lay with the courts.

On July 12, 2002, the RTC dismissed the Complaint for lack of cause of action.

Ruling of the Regional Trial Court

In granting respondents' Motion to Dismiss, the trial court noted that the instant controversy involved a higher institution of learning, two of its faculty members and one of its students. It added that Section 54 of the Education Act of 1982 vested in the Commission on Higher Education (CHED) the supervision and regulation of tertiary schools. Thus, it ruled that the CHED, not the courts, had jurisdiction over the controversy.[7]

In its dispositive portion, the assailed Order dismissed the Complaint for "lack of cause of action" without, however, explaining this ground.

Aggrieved, petitioner filed the present Petition on pure questions of law.[8]Issues

In her Memorandum, petitioner raises the following issues for our consideration:

"Whether or not the principle of exhaustion of administrative remedies applies in a civil action exclusively for damages based on violation of the human relation provisions of the Civil Code, filed by a student against her former school.

"Whether or not there is a need for prior declaration of invalidity of a certain school administrative policy by the Commission on Higher Education (CHED) before a former student can successfully maintain an action exclusively for damages in regular courts.

"Whether or not the Commission on Higher Education (CHED) has exclusive original jurisdiction over actions for damages based upon violation of the Civil Code provisions on human relations filed by a student against the school."[9]

All of the foregoing point to one issue -- whether the doctrine of exhaustion of administrative remedies is applicable. The Court, however, sees a second issue which, though not expressly raised by petitioner, was impliedly contained in her Petition: whether the Complaint stated sufficient cause(s) of action.

The Court's Ruling

The Petition is meritorious.

First Issue:

Exhaustion of Administrative Remedies

Respondents anchored their Motion to Dismiss on petitioner's alleged failure to exhaust administrative remedies before resorting to the RTC. According to them, the determination of the controversy hinge on the validity, the wisdom and the propriety of PCST's academic policy. Thus, the Complaint should have been lodged in the CHED, the administrative body tasked under Republic Act No. 7722 to implement the state policy to "protect, foster and promote the right of all citizens to affordable quality education at all levels and to take appropriate steps to ensure that education is accessible to all." [10]

Petitioner counters that the doctrine finds no relevance to the present case since she is praying for damages, a remedy beyond the domain of the CHED and well within the jurisdiction of the courts. [11]

Petitioner is correct. First, the doctrine of exhaustion of administrative remedies has no bearing on the present case. In *Factoran Jr. v. CA*, [12] the Court had occasion to elucidate on the rationale behind this doctrine:

"The doctrine of exhaustion of administrative remedies is basic. Courts, for reasons of law, comity, and convenience, should not entertain suits unless the available administrative remedies have first been resorted to and the proper authorities have been given the appropriate opportunity to act and correct their alleged errors, if any, committed in the administrative forum. x x x. [13]"

Petitioner is not asking for the reversal of the policies of PCST. Neither is she demanding it to allow her to take her final examinations; she was already enrolled in another educational institution. A reversal of the acts complained of would not adequately redress her grievances; under the circumstances, the consequences of respondents' acts could no longer be undone or rectified.

Second, exhaustion of administrative remedies is applicable when there is competence on the part of the administrative body to act upon the matter complained of. [14] Administrative agencies are not courts; they are neither part of the judicial system, nor are they deemed judicial tribunals. [15] Specifically, the CHED does not have the power to award damages. [16] Hence, petitioner could not have commenced her case before the Commission.

Third, the exhaustion doctrine admits of exceptions, one of which arises when the issue is purely legal and well within the jurisdiction of the trial court. [17] Petitioner's action for damages inevitably calls for the application and the interpretation of the Civil Code, a function that falls within the jurisdiction of the courts. [18]

Second Issue:

Cause of Action

Sufficient Causes of Action Stated

in the Allegations in the Complaint

As a rule, every complaint must sufficiently allege a cause of action; failure to do so warrants its dismissal. [19] A complaint is said to assert a sufficient cause of action if, admitting what appears solely on its face to be correct, the plaintiff would be entitled to the relief prayed for. Assuming the facts that are alleged to be true, the court should be able to render a valid judgment in accordance with the prayer in the complaint. [20]

A motion to dismiss based on lack of cause of action hypothetically admits the truth of the alleged facts. In their Motion to Dismiss, respondents did not dispute any of petitioner's allegations, and they admitted that "x x x the crux of plaintiff's cause of action is the determination of whether or not the assessment of P100 per ticket is excessive or oppressive." [21] They thereby premised their prayer for dismissal on the Complaint's alleged failure to state a cause of action. Thus, a reexamination of the Complaint is in order.

The Complaint contains the following factual allegations:

“10.

In the second week of February 2002, defendant Rachelle A. Gamurot, in connivance with PCST, forced plaintiff and her classmates to buy or take two tickets each, x x x;

“11.

Plaintiff and many of her classmates objected to the forced distribution and selling of tickets to them but the said defendant warned them that if they refused [to] take or pay the price of the two tickets they would not be allowed at all to take the final examinations;

“12.

As if to add insult to injury, defendant Rachelle A. Gamurot bribed students with additional fifty points or so in their test score in her subject just to unjustly influence and compel them into taking the tickets;

“13.

Despite the students' refusal, they were forced to take the tickets because [of] defendant Rachelle A. Gamurot's coercion and act of intimidation, but still many of them including the plaintiff did not attend the dance party imposed upon them by defendants PCST and Rachelle A. Gamurot;

“14.

Plaintiff was not able to pay the price of her own two tickets because aside from the fact that she could not afford to pay them it is also against her religious practice as a member of a certain religious congregation to be attending dance parties and celebrations;

“15.

On March 14, 2002, before defendant Rachelle A. Gamurot gave her class its final examination in the subject 'Logic' she warned that students who had not paid the tickets would not be allowed to participate in the examination, for which threat and intimidation many students were eventually forced to make payments:

“16.

Because plaintiff could not afford to pay, defendant Rachelle A. Gamurot inhumanly made plaintiff sit out the class but the defendant did not allow her to take her final examination in 'Logic;'

“17.

On March 15, 2002 just before the giving of the final examination in the subject 'Statistics,' defendant Elissa Baladad, in connivance with defendants Rachelle A. Gamurot and PCST, announced in the classroom that she was not allowing plaintiff and another student to take the examination for their failure and refusal to pay the price of the tickets, and thenceforth she ejected plaintiff and the other student from the classroom;

“18.

Plaintiff pleaded for a chance to take the examination but all defendants could say was that the prohibition to give the examinations to non-paying students was an administrative decision;

“19.

Plaintiff has already paid her tuition fees and other obligations in the school;

“20.

That the above-cited incident was not a first since PCST also did another forced distribution of tickets to its students in the first semester of school year 2001-2002; x x x ” [22]

The foregoing allegations show two causes of action; first, breach of contract; and second, liability for tort.

Reciprocity of the School-Student Contract

In *Alcuaz v. PSBA*, [23] the Court characterized the relationship between the school and the student as a contract, in which “a student, once admitted by the school is considered enrolled for one semester.” [24] Two years later, in *Non v. Dames II*, [25] the Court modified the “termination of contract theory” in *Alcuaz* by holding that the contractual relationship between the school and the student is not only semestral in duration, but for the entire period the latter are expected to complete it.” [26] Except for the variance in the period during which the contractual relationship is considered to subsist, both *Alcuaz* and *Non* were unanimous in characterizing the school-student relationship as contractual in nature.

The school-student relationship is also reciprocal. Thus, it has consequences appurtenant to and inherent in all contracts of such kind -- it gives rise to bilateral or reciprocal rights and obligations. The school undertakes to provide students with education sufficient to enable them to pursue higher education or a profession. On the other hand, the students agree to abide by the academic requirements of the school and to observe its rules and regulations. [27]

The terms of the school-student contract are defined at the moment of its inception -- upon enrolment of the student. Standards of academic performance and the code of behavior and discipline are usually set forth in manuals distributed to new students at the start of every school year. Further, schools inform prospective enrollees the amount of fees and the terms of payment.

In practice, students are normally required to make a down payment upon enrollment, with the balance to be paid before every preliminary, midterm and final examination. Their failure to pay their financial obligation is regarded as a valid ground for the school to deny them the opportunity to take these examinations.

The foregoing practice does not merely ensure compliance with financial obligations; it also underlines the importance of major examinations. Failure to take a major examination is usually fatal to the students’ promotion to the next grade or to graduation. Examination results form a significant basis for their final grades. These tests are usually a primary and an indispensable requisite to their elevation to the next educational level and, ultimately, to their completion of a course.

Education is not a measurable commodity. It is not possible to determine who is “better educated” than another. Nevertheless, a student’s grades are an accepted approximation of what would otherwise be an intangible product of countless hours of study. The importance of grades cannot be discounted in a setting where education is generally the gate pass to employment opportunities and better life; such grades are often the means by which a prospective employer measures whether a job applicant has acquired the necessary tools or skills for a particular profession or trade.

Thus, students expect that upon their payment of tuition fees, satisfaction of the set academic standards, completion of academic requirements and observance of school rules and regulations, the school would reward them by recognizing their “completion” of the course enrolled in.

The obligation on the part of the school has been established in *Magtibay v. Garcia*, [28] *Licup v. University of San Carlos* [29] and *Ateneo de Manila University v. Garcia*, [30] in which the Court held that, barring any violation of the rules on the part of the students, an institution of higher learning has a contractual obligation to afford its

students a fair opportunity to complete the course they seek to pursue.

We recognize the need of a school to fund its facilities and to meet astronomical operating costs; this is a reality in running it. *Crystal v. Cebu International School*[31] upheld the imposition by respondent school of a “land purchase deposit” in the amount of P50,000 per student to be used for the “purchase of a piece of land and for the construction of new buildings and other facilities x x x which the school would transfer [to] and occupy after the expiration of its lease contract over its present site.”

The amount was refundable after the student graduated or left the school. After noting that the imposition of the fee was made only after prior consultation and approval by the parents of the students, the Court held that the school committed no actionable wrong in refusing to admit the children of the petitioners therein for their failure to pay the “land purchase deposit” and the 2.5 percent monthly surcharge thereon.

In the present case, PCST imposed the assailed revenue-raising measure belatedly, in the middle of the semester. It exacted the dance party fee as a condition for the students’ taking the final examinations, and ultimately for its recognition of their ability to finish a course. The fee, however, was not part of the school-student contract entered into at the start of the school year. Hence, it could not be unilaterally imposed to the prejudice of the enrollees.

Such contract is by no means an ordinary one. In *Non*, we stressed that the school-student contract “is imbued with public interest, considering the high priority given by the Constitution to education and the grant to the State of supervisory and regulatory powers over all educational institutions.”[32] Sections 5 (1) and (3) of Article XIV of the 1987 Constitution provide:

“The State shall protect and promote the right of all citizens to quality education at all levels and shall take appropriate steps to make such declaration accessible to all.

“Every student has a right to select a profession or course of study, subject to fair, reasonable and equitable admission and academic requirements.”

The same state policy resonates in Section 9(2) of BP 232, otherwise known as the Education Act of 1982:

“Section 9. Rights of Students in School. – In addition to other rights, and subject to the limitations prescribed by law and regulations, students and pupils in all schools shall enjoy the following rights:

x x x x x x x x

(2) The right to freely choose their field of study subject to existing curricula and to continue their course therein up to graduation, except in cases of academic deficiency, or violation of disciplinary regulations.”

Liability for Tort

In her Complaint, petitioner also charged that private respondents “inhumanly punish students x x x by reason only of their poverty, religious practice or lowly station in life, which inculcated upon [petitioner] the feelings of guilt, disgrace and unworthiness;”[33] as a result of such punishment, she was allegedly unable to finish any of her subjects for the second semester of that school year and had to lag behind in her studies by a full year. The acts of respondents supposedly caused her extreme humiliation, mental agony and “demoralization of unimaginable proportions” in violation of Articles 19, 21 and 26 of the Civil Code. These provisions of the law state thus:

“Article 19. Every person must, in the exercise of his rights and in the performance of his duties, act with justice, give everyone his due, and observe honesty and good faith.”

“Article 21. Any person who wilfully causes loss or injury to another in a manner that is contrary to morals, good customs or public policy shall compensate the latter for the damage.”

“Article 26. Every person shall respect the dignity, personality, privacy and peace of mind of his neighbors and other persons. The following and similar acts, though they may not constitute a criminal offense, shall produce a cause of action for damages, prevention and other relief:

(1)

Prying into the privacy of another’s residence;

(2)

Meddling with or disturbing the private life or family relations of another;

(3)

Intriguing to cause another to be alienated from his friends;

(4)

Vexing or humiliating another on account of his beliefs, lowly station in life, place of birth, physical defect, or other personal condition.”

Generally, liability for tort arises only between parties not otherwise bound by a contract. An academic institution, however, may be held liable for tort even if it has an existing contract with its students, since the act that violated the contract may also be a tort. We ruled thus in *PSBA vs. CA*,^[34] from which we quote:

“x x x A perusal of Article 2176 [of the Civil Code] shows that obligations arising from quasi-delicts or tort, also known as extra-contractual obligations, arise only between parties not otherwise bound by contract, whether express or implied. However, this impression has not prevented this Court from determining the existence of a tort even when there obtains a contract. In *Air France v. Carrascoso* (124 Phil. 722), the private respondent was awarded damages for his unwarranted expulsion from a first-class seat aboard the petitioner airline. It is noted, however, that the Court referred to the petitioner-airline’s liability as one arising from tort, not one arising from a contract of carriage. In effect, *Air France* is authority for the view that liability from tort may exist even if there is a contract, for the act that breaks the contract may be also a tort. x x x This view was not all that revolutionary, for even as early as 1918, this Court was already of a similar mind. In *Cangco v. Manila Railroad* (38 Phil. 780), Mr. Justice Fisher elucidated thus: ‘x x x. When such a contractual relation exists the obligor may break the contract under such conditions that the same act which constitutes a breach of the contract would have constituted the source of an extra-contractual obligation had no contract existed between the parties.’

“Immediately what comes to mind is the chapter of the Civil Code on Human Relations, particularly Article 21 x x x.”^[35]

Academic Freedom

In their Memorandum, respondents harp on their right to “academic freedom.” We are not impressed. According to present jurisprudence, academic freedom encompasses the independence of an academic institution to determine for itself (1) who may teach, (2) what may be taught, (3) how it shall teach, and (4) who may be admitted to study.^[36] In *Garcia v. the Faculty Admission Committee, Loyola School of Theology*,^[37] the Court upheld the respondent therein when it denied a female student’s admission to theological studies in a seminary for prospective priests. The Court defined the freedom of an academic institution thus: “to decide for itself aims and objectives and how best to attain them x x x free from outside coercion or interference save possibly when overriding public welfare calls for some restraint.”^[38]

In *Tangonan v. Paño*,^[39] the Court upheld, in the name of academic freedom, the right of the school to refuse

readmission of a nursing student who had been enrolled on probation, and who had failed her nursing subjects. These instances notwithstanding, the Court has emphasized that once a school has, in the name of academic freedom, set its standards, these should be meticulously observed and should not be used to discriminate against certain students.[40] After accepting them upon enrollment, the school cannot renege on its contractual obligation on grounds other than those made known to, and accepted by, students at the start of the school year.

In sum, the Court holds that the Complaint alleges sufficient causes of action against respondents, and that it should not have been summarily dismissed. Needless to say, the Court is not holding respondents liable for the acts complained of. That will have to be ruled upon in due course by the court a quo.

WHEREFORE, the Petition is hereby GRANTED, and the assailed Orders REVERSED. The trial court is DIRECTED to reinstate the Complaint and, with all deliberate speed, to continue the proceedings in Civil Case No. U-7541. No costs.

SO ORDERED.

Sandoval-Gutierrez, Carpio-Morales, and Garcia, JJ., concur.
Corona, J., on leave.

[1] Rollo, pp. 3-7.

[2] Id., pp. 18-19. Penned by Presiding Judge Alicia B. Gonzalez-Decano.

[3] Id., p. 20.

[4] Assailed July 12, 2002 Order, p. 2; rollo, p. 19.

[5] Rollo, pp. 21-25.

[6] Rollo, pp. 27-29.

[7] Assailed Order dated July 12, 2002, pp. 1-2; rollo, pp. 18-19. Citations omitted.

[8] This case was deemed submitted for decision on December 23, 2003, upon receipt by this Court of petitioner's Memorandum, signed by Atty. Winifred L. Cruz. Respondents' Memorandum, signed by Atty. Joselino A. Viray, was received by the Court on December 22, 2003.

[9] Petitioners' Memorandum, p. 3; rollo, p. 90. Original in upper case.

[10] Respondents' Memorandum (citing Section 2 of RA 7722), p. 8; rollo, p. 78.

[11] Petitioner expounds her position in her Memorandum in this wise:

“Petitioner is not seeking any administrative action or relief such as make-up test or any disciplinary action against the school, its officials or members of the faculty involved. Neither is she challenging the validity of the school policy or decision to prohibit examinations to non-paying students. She does not even take issue with the validity of the fund-raising campaign or the forced selling of tickets. She is not invoking her right to a quality and affordable education. In sum, petitioner raises no administrative issue and seeks no action or relief which is administrative in character. She is invoking judicial intervention as her cause of action is based on violation of the Human Relations provision of the Civil Code, specifically Articles 19, 20, 21 and 26 for the loss or injury she suffered on account of the inhuman manner she was x x x treated when she was denied the examinations.

x x x x x x x x

“x x x. The [school] policy may be legal but it does not necessarily follow that the manner it is implemented is legal – the manner it is implemented may be contrary to law, morals or public policy resulting in injury to a person. To say, therefore, that the validity of the school policy in question must have to be tested before an administrative body before an action for damages can be had, would be tantamount to saying that once it is upheld, the aggrieved party can no longer maintain an action for damages, for the wrongful, injurious manner by which the policy was implemented. x x x.

“We respectfully submit that x x x [a] civil action for damages that seeks no administrative relief nor puts in issue the wisdom of a school administrative policy, but solely based on the wrongful and injurious manner of implementation thereof, is not one among those specified as falling within the exclusive jurisdiction of the CHED. x x x.” (Petitioner’s Memorandum, pp. 4-7; rollo, pp. 92-94.)

[12] 378 Phil. 282, December 13, 1999.

[13] Id., p. 292, per De Leon Jr., J.

[14] *Miriam College Foundation v. CA*, 348 SCRA 265, December 15, 2000.

[15] *United Residents of Dominican Hill, Inc. v. Commission on the Settlement of Land Problems*, 353 SCRA 782, March 7, 2001.

[16] Section 8 of RA 7722 -- entitled “An Act Creating the Commission on Higher Education, Appropriating Funds Therefor and for Other Purposes” -- enumerates the powers and functions of the Commission as follows:

“a)

formulate and recommend development plans, policies, priorities, and programs on higher education and research;

b)

formulate and recommend development plans, policies priorities and grant on research;

c)

recommend to the executive and legislative branches, priorities and grants on higher education and research;

d)

set minimum standards for programs and institutions of higher learning recommended by panels of experts in the field and subject to public hearing -- and enforce the same;

e)

monitor and evaluate the performance of programs and institutions of higher learning for appropriate incentives, as well as the imposition of sanctions such as, but not limited to, diminution or withdrawal of subsidy, recommendation on the downgrading or withdrawal of accreditation, program termination or school closure;

f)

identify, support and develop potential centers of excellence in program areas needed for the development of world-class scholarship, nation-building and national development;

g)

recommend to the Department of Budget and Management the budgets of public institutions of higher learning as well as general guidelines for the use of their income;

h)

rationalize programs and institutions of higher learning and set standards, policies and guidelines for the creation of new ones as well as the conversion or elevation of schools to institutions of higher learning, subject to budgetary limitations and the number of institutions of higher learning in the province or region where creation, conversion or elevation is sought to be made;

i)

develop criteria for allocating additional resources such as research and program development grants, scholarships, and other similar programs: Provided, That these shall not detract from the fiscal autonomy already enjoyed by colleges and universities;

j)

direct or redirect purposive research by institutions of higher learning to meet the needs of agro-industrialization and development;

k)

devise and implement resource development schemes;

l)

administer the Higher Education Development Fund, as described in Section 10 hereunder, which will promote the purposes of higher education;

m)

review the charters of institutions of higher learning and state universities and colleges including the chairmanship and membership of their governing bodies and recommend appropriate measures as basis for necessary action;

n)

promulgate such rules and regulations and exercise such other powers and functions as may be necessary to carry out effectively the purpose and objectives of this Act; and

o)

perform such other functions as may be necessary for its effective operations and for the continued enhancement, growth or development of higher education.”

[17] *One Heart Sporting Club, Inc. v. CA*, 195 Phil. 253, October 23, 1981; *Miriam College Foundation v. CA*, 348 SCRA 265, December 15, 2000.

[18] *Ateneo de Manila University v. CA*, 229 Phil. 128, October 16, 1986.

[19] See §1 of Rule 16 of the 1997 Rules of Civil Procedure.

[20] *Paminsan v. Costales*, 28 Phil 487, November 25, 1914.

[21] *Motion to Dismiss*, p. 2; *rollo*, p. 28.

[22] *Complaint*, pp. 2-3; *rollo*, pp. 22-23.

[23] 161 SCRA 7, May 2, 1988.

[24] *Id.*, p. 17, per Paras, J.

[25] 185 SCRA 523, May 20, 1990.

[26] Debunking the pronouncement in *Alcuaz* that the contract between the school and the student was only on a per semester basis, *Non* held thus:

“The ‘termination of contract theory’ does not even find support in the Manual. Paragraph 137 merely clarifies that a college student enrolls for the entire semester. It serves to protect schools wherein tuition fees are collected and paid on an installment basis, i.e., collection and payment of the downpayment upon enrollment and the balance before the examinations. x x x Clearly, in no way may Paragraph 137 be construed to mean that the student shall be enrolled for only one semester, and that after that semester is over, his re-enrollment is dependent solely on the sound discretion of the school. On the contrary, the Manual recognizes the right of the student to be enrolled in his course for the entire period he is expected to complete it.” (*Non v. Dames II*, *supra*, pp. 537-538, per Cortes, J. Emphasis supplied.)

[27] *Philippine School of Business Administration v. CA*, 205 SCRA 729, February 4, 1992; *University of San Agustin v. CA*, 230 SCRA 761, March 7, 1994.

[28] 205 Phil. 307, January 28, 1983.

[29] 178 SCRA 637, October 19, 1989.

[30] *Supra*.

[31] 356 SCRA 296, April 4, 2001.

[32] *Non v. Dames II*, *supra*, p. 537, per Cortes, J.

[33] Complaint, p. 3; rollo, p. 23.

[34] *Supra*.

[35] *Id.*, pp. 733-735, per Padilla, J.

[36] *Miriam College Foundation v. CA*, *supra*.

[37] 68 SCRA 277, November 28, 1975.

[38] *Id.*, p. 284, per Fernando, J. (later CJ.)

[39] 137 SCRA 245, June 27, 1985.

[40] *Villar v. Technological Institute of the Philippines*, 220 Phil. 379, April 17, 1985.

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