

AIR FRANCE PHILIPPINES/KLM AIR FRANCE, PETITIONER, VS. JOHN ANTHONY DE CAMILIS, RESPONDENT.

G.R. No. 188961. October 13, 2009

Ponente: CORONA, J.

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CORONA, J.:

Respondent John Anthony de Camilis filed a case for breach of contract of carriage, damages and attorney's fees against petitioner Air France Philippines/KLM Air France (AF) in the Regional Trial Court (RTC) of Makati City, Branch 59.

Respondent alleged that he went on a pilgrimage with a group of Filipinos to selected countries in Europe. According to respondent: (1) AF's agent in Paris failed to inform him of the need to secure a transit visa for Moscow, as a result of which he was denied entry to Moscow and was subjected to humiliating interrogation by the police; (2) another AF agent (a certain Ms. Soeyesol) rudely denied his request to contact his travel companions to inform them that he was being sent back to Paris from Moscow with a police escort; Ms. Soeyesol even reported him as a security threat which resulted in his being subjected to further interrogation by the police in Paris and Rome, and worse, also lifted his flight coupons for the rest of his trip; (3) AF agents in Rome refused to honor his confirmed flight to Paris; (4) upon reaching Paris for his connecting flight to Manila, he found out that the AF agents did not check in his baggage and since he had to retrieve his bags at the baggage area, he missed his connecting flight; (5) he had to shoulder his extended stay in Paris for AF's failure to make good its representation that he would be given a complimentary motel pass and (6) he was given a computer print-out of his flight reservation for Manila but when he went to the airport, he was told that the flight was overbooked. It was only when he made a scene that the AF agent boarded him on an AF flight to Hongkong and placed him on a connecting Philippine Airlines flight to Manila.

The RTC found that AF breached its contract of carriage and that it was liable to pay P200,000 actual damages, P1 million moral damages, P1 million exemplary damages and P300,000 attorney's fees to respondent.

On appeal, the Court of Appeals (CA) affirmed the RTC decision with modifications.[1]

The CA ruled that it was respondent (as passenger), and not AF, who was responsible for having the correct travel documents. However, the appellate court stated that this fact did not absolve AF from liability for damages.

The CA agreed with the findings of fact of the RTC that AF's agents and representatives repeatedly subjected respondent to very poor service, verbal abuse and abject lack of respect and consideration. As such, AF was guilty of bad faith for which respondent ought to be compensated.

The appellate court affirmed the award of P1 million moral damages and P300,000 attorney's fees. However, it reduced the actual damages to US\$906 (or its peso equivalent). According to the CA, this amount represented the expenses respondent incurred from the time he was unable to join his group in Rome (due to the unfounded "communiqué" of Ms. Soeyesol that he was a security threat) up to the time his flight reservation from Paris to

Manila was dishonored for which he was forced to stay in Paris for two additional days. The appellate court pointed out that, on the other hand, respondent's expenses for the Moscow leg of the trip must be borne by him as AF could not be faulted when he was refused entry to Moscow for lack of a transit visa.

The CA also decreased the exemplary damages from P1 million to P300,000. The CA further imposed interest at the rate of 6% p.a. from the date of extrajudicial demand^[2] until full satisfaction, but before judgment becomes final. From the date of finality of the judgment until the obligation is totally paid, 12% interest p.a. shall be imposed.

Hence, this recourse.

Essentially, AF assails the CA's award of moral and exemplary damages and attorney's fees to respondent as the alleged injury sustained was not clearly established. AF added that, even if respondent was entitled to the same, the amounts awarded were exorbitant. Lastly, it argued that the interest rate should run not from the time of respondent's extrajudicial demand but from the time of judgment of the RTC.

We deny the petition.

Preliminarily, on the issue pertaining to whether or not respondent was entitled to damages and attorney's fees, the same entails a resort to the parties' respective evidence. Thus, AF is clearly asking us to consider a question of fact.

Time and again, we have held that the jurisdiction of this Court in a petition for review on certiorari under Rule 45 is limited only to questions of law,^[3] save for certain exceptions,^[4] none of which are present in this case.

Both the RTC and the CA have competently ruled on the issue of respondent's entitlement to damages and attorney's fees as they properly laid down both the factual and legal bases for their respective decisions. We see no reason to disturb their findings.

The above liabilities of AF shall earn legal interest pursuant to the Court's ruling in *Construction Development Corporation of the Philippines v. Estrella*,^[5] citing *Eastern Shipping Lines, Inc. v. CA*.^[6]

Pursuant to this ruling, the legal interest is 6% p.a. and it shall be reckoned from April 25, 2007 when the RTC rendered its judgment, not from the time of respondent's extrajudicial demand. This must be so as it was at the time the RTC rendered its judgment that the quantification of damages may be deemed to have been reasonably ascertained. Then, from the time this decision becomes final and executory, the interest rate shall be 12% p.a. until full satisfaction.

WHEREFORE, the petition is hereby DENIED. The decision of the Court of Appeals in CA-G.R. CV No. 90151 is AFFIRMED. Petitioner is ordered to PAY legal interest of 6% p.a. from the date of promulgation of the decision dated April 25, 2007 of the Regional Trial Court, Branch 59, Makati City and 12% p.a. from the time the decision of this Court attains finality, on all sums awarded until their full satisfaction.

Costs against petitioner.

SO ORDERED.

Velasco, Jr.^{[*][*]}, Nachura^[***], Leonardo-De Castro, and Bersamin, JJ., concur.

[*] Per Special Order No. 724 dated October 5, 2009.

[**] Per Special Order No. 719 dated October 5, 2009.

[***] Per Special Order No. 725 dated October 5, 2009.

[1] Decision dated March 23, 2009 in CA-G.R. CV No. 90151, penned by Associate Justice Portia Aliño-Hormachuelos and concurred in by Associate Justices Jose C. Mendoza and Ramon M. Bato, Jr. of the Former Second Division of the CA. Rollo, pp. 53-68. Motion for reconsideration of this decision was denied in a resolution dated July 9, 2009. Id., pp. 90-91.

[2] August 1, 2003.

[3] B & I Realty Co., Inc. v. Spouses Caspe, G.R. No. 146972, 29 January 2008, 543 SCRA 1, 7.

[4] See Baricuatro v. CA, 382 Phil. 15, 24 (2000).

[5] G.R. No. 147791, 8 September 2006, 501 SCRA 228, 244-245.

[6] 379 Phil. 84, 89-90 (2000).

II. With regard particularly to an award of interest in the concept of actual and compensatory damages, the rate of interest, as well as the accrual thereof, is imposed as follows:

1. x x x

2. When an obligation, not constituting a loan or forbearance of money, is breached, an interest on the amount of damages awarded may be imposed at the discretion of the court at the rate of 6% per annum. No interest, however, shall be adjudged on unliquidated claims or damages except when or until the demand can be established with reasonable certainty. Accordingly, where the demand is established with reasonable certainty, the interest shall begin to run from the time the claim is made judicially or extrajudicially (Art. 1169, Civil Code) but when such certainty cannot be so reasonably established at the time the demand is made, the interest shall begin to run only from the date the judgment of the court is made (at which time the quantification of damages may be deemed to have been reasonably ascertained). The actual base for the computation of legal interest shall, in any case, be on the amount finally adjudged.

3. When the judgment of the court awarding a sum of money becomes final and executory, the rate of legal interest, whether the case falls under paragraph 1 or paragraph 2, above, shall be 12% per annum from such finality until its satisfaction, this interim period being deemed to be by then an equivalent to a forbearance of credit. (Emphasis supplied.)

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