

LOPE SARREAL, SR., PETITIONER, VS. JAPAN AIR LINES CO., LTD., AND HON. INTERMEDIATE APPELLATE COURT, RESPONDENTS.

G.R. No. 75308. March 23, 1992

Ponente: GUTIERREZ, JR., J.

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GUTIERREZ, JR., J.:

This is a petition for review of the Intermediate Appellate Court's (now the Court of Appeals) decision promulgated on April 9, 1986, reversing the decision of the Regional Trial Court dated April 11, 1984.

The facts are as follows:

The petitioner alleged in his complaint that he is a prominent international boxing matchmaker and business manager of world champion boxers which require him to take frequent international trips.

On September 14, 1979, the petitioner purchased in Bangkok from the private respondent Japan Air Lines (JAL) ticket no. 131-4442-517-368, having various foreign destinations from Bangkok and back to Bangkok.

On or about June 23, 1980, he was in Los Angeles, USA with his business representative Atty. Pol Tiglao, and Luis Espada, the boxing manager of World Flyweight Boxing Champion Hilario Zapata. They were negotiating a possible match between the latter and the winner of the "Netnoi Vorasing-Brigildo Cañada" main event fight which was scheduled on July 4, 1980 in Manila. This agreement was to be confirmed by the petitioner through overseas call in Manila on or before July 2, 1980.

The petitioner then flew from Los Angeles to Tokyo arriving thereat on June 26, 1980.

At the Narita Airport Office, the petitioner inquired if there was a JAL flight from Bangkok to Manila on July 2, 1980. He explained to a lady employee of JAL that he had a very important business in Manila on July 2, 1980. He also told her that if he could not take a flight from Bangkok to Manila on that date, he would not be going to Bangkok anymore.

The JAL lady employee looked into her schedule book put a stamp on petitioner's ticket and told him not to worry because she has endorsed his JAL ticket to Thai International leaving Bangkok on July 2, 1980 for Manila.

Relying on the assurance of the lady employee, the petitioner then proceeded to Bangkok.

However, in the morning of July 2, 1980, when the petitioner was about to board the said Thai International, he was not allowed to board the said plane although it had available seats because he was told that his ticket was not endorseable.

Since the petitioner failed to reach Manila on July 2, 1980, Espada cancelled his transaction with the petitioner and decided to have the champion fight in Japan instead.

Had the petitioner been able to reach Manila on July 2, 1980, he could have confirmed the world championship match between the winner Vorasing and the champion Zapata from which Vorasing could have earned at least

US\$20,000.00, twenty percent (20%) of which was equivalent to US\$4,000.00 or approximately P30,000.00 which would have been received by him and had the said world title fight been realized, petitioner would have earned around \$120,000.00 net or approximately P900,000.00. (Rollo, p. 39).

This led the petitioner to file an action for damages with the Regional Trial Court (RTC), Pasay City against private respondent JAL premised on the breach of contract of carriage.

On April 11, 1984, the RTC of Pasay City rendered a decision with the following dispositive portion:

"WHEREFORE, judgment is hereby rendered ordering defendant Japan Air Lines to pay plaintiff the following amounts:

"a) \$20,000.00 or its pesos equivalent with legal rate of interest thereon from the time of filing of the complaint until the same is fully paid;

"b) P50,000.00 as moral damages;

"c) P30,000.00 as exemplary damages;

"d) P10,000.00 for and as attorney's fees; and

"e) the costs of suit.

"SO ORDERED. (p. 273, Record)" (Rollo, p. 28)

On appeal by JAL, the Court of Appeals reversed and set aside said decision and entered a new one dismissing the complaint for damages. (Rollo, p. 35)

The petitioner now alleges that the respondent Court of Appeals has decided a question of substance in a way that is not in accord with law and/or applicable decisions of this Court; that the questioned decision dated April 9, 1986 and the resolution of July 11, 1986 are contrary to and not supported by the evidence on record; and that the Court of Appeals committed grave abuse of discretion amounting to lack or excess of jurisdiction in issuing its aforesaid Decision and the Resolution in question.

At the outset, it appears that the above-stated issues involve a review of the factual findings of the respondent court which this Court is not prepared to do under the circumstances of this case. It is a long established and well observed axiom that subject only to a few clearly defined exceptions, the findings of facts of the Court of Appeals are conclusive on this court and are not reviewable by it. (Lauron v. Court of Appeals, 184 SCRA 215 [1990]; Social Security System v. Court of Appeals, 177 SCRA 1 [1989]; Rizal Cement Co., Inc. v. Villareal, 135 SCRA 15 [1985])

In finding for the petitioner, the lower court held that JAL through the lady employee at Narita Airport had endorsed petitioner's ticket to Thai International on its July 2, 1980 10:30 A.M. scheduled flight. Assuming that petitioner's ticket was not at all endorsed to Thai International, the petitioner was nevertheless assured of a seat in Thai International by the JAL lady employee. JAL was held liable for breaching the contract of carriage entered into when it issued the ticket to the petitioner. JAL undertook the obligation to carry petitioner to his destination. The trial court ruled that since on July 2, 1980, JAL had no flight schedule from Bangkok to Manila, the request made by the lady employee of JAL to Thai International to accommodate petitioner in the latter's flight no. 620 on July 2, 1980 from Bangkok to Manila and the undisputed assurance by the said lady employee that petitioner would have a seat in that flight became definitely part of that contract of carriage.

This argument is not based on the records. The evidence on record, reveals that the ticket bears no endorsement at all nor an assurance that petitioner would get a seat in Thai International flight from Bangkok to Manila on July 2.

The ticket purchased by the petitioner was a discounted one and as testified by the JAL Traffic Supervisor, it was not endorseable. The petitioner also testified that it was not his intention to have his ticket endorsed. We quote:

"Atty. Fojas:

You mentioned also a while ago that you requested the Japan Air Lines Office In Tokyo for an indorsement of this ticket now marked Exhibit "A". To which air line did you request the indorsement.

"A - I don't exactly request because I do not know the schedule. What I actually request to Japan Air Lines Office was to book me in any flight from Bangkok to Manila on July 2, and she looked her book, look for the schedule and she told me she will indorse my ticket to Thai International. (p. 11, tsn, February 10, 1981)

x x x x x x x x

"Q - What else if any did the lady of the Japan Air Lines in Tokyo tell you in connection with your request for indorsement of the ticket relative to your trip from Bangkok to Manila on July 2, 1980?

x x x x x x x x

"A - It is not an indorsement. It is a request for a date, any date or any flight leaving on July 2, I didn't request for an indorsement.

x x x x x x x x

"A - Well, with experience and it is only a request, it is not actually very sure but the lady told me by average Thai International run about half full from Bangkok to Manila so she assured me in getting a seat in this flight on July 2 from Bangkok to Manila; and I was told in the morning I was there, they had seats available but they could'nt take me in. (pp. 17-18. ts. id)." (Rollo, pp. 33-34)

We agree with the respondent court that the assurance made by the lady employee to the petitioner was merely the latter's chances of getting a seat in Thai International flight from Bangkok to Manila considering that from the data gathered by said lady employee, Thai International on the average runs about half full on its flight from Bangkok to Manila. It was from this reliable information that petitioner decided to make the side trip to Bangkok. There was no assurance from the lady employee nor from Thai International that the petitioner's ticket would be honored by the airline. (Rollo, p. 34)

The stub that the lady employee put on the petitioner's ticket showed among other coded items, under the column "status" the letters "RQ" - which was understood to mean "Request". Clearly, this does not mean a confirmation but only a request. JAL Traffic Supervisor explained that it would have been different if what was written on the stub were the letters "ok" in which case the petitioner would have been assured of a seat on said flight. But in this case, the petitioner was more of a wait-listed passenger than a regularly booked passenger.

The petitioner is said to be a well-traveled person who averaged two long trips to Europe and two trips to Bangkok every month since 1945. He claims to have used practically all the airlines but mostly Philippine Airlines whenever he travels abroad in connection with his occupation as international boxing matchmaker and manager of world-champion boxers. (Rollo, p. 64) Certainly, a man of such stature was aware of the restrictions carried by his ticket and the usual procedure that goes with travelling. The petitioner ought to know that it was still necessary to verify first from Thai International if they would honor the indorsement of his JAL ticket or confirm with the airline if he had a seat in the July 2 flight. The petitioner left Narita on June 26, 1980. He was scheduled to leave for Manila on July 2, 1980. It is standard procedure for any passenger with a two day stop over in a foreign city to confirm the validity of his ticket and the availability of a seat on his next flight out of that city. Unfortunately, the petitioner failed to take these standard precautions. JAL can not now be faulted for the

petitioner's omission or negligence.

Under the circumstances, we find no justification for the reliefs prayed for by the petitioner. He has failed to show that the findings of the respondent court are not based on substantial evidence or that its conclusions are contrary to law and applicable jurisprudence.

WHEREFORE, the appeal is hereby DISMISSED. The questioned decision of the respondent court is AFFIRMED.

SO ORDERED.

Bidin, Davide, Jr., and Romero, JJ., concur.

Feliciano, J., on leave.

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