

LUFTHANSA GERMAN AIRLINES, PETITIONER, VS. COURT OF APPEALS AND TIRSO V. ANTIPORDA, SR., RESPONDENTS.*G.R. No. 83612. November 24, 1994*

Ponente: ROMERO, J.

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In this petition for review on certiorari, the Court is confronted with the issue of whether or not petitioner Lufthansa German Airlines which issued a confirmed Lufthansa ticket to private respondent Antiporda covering a five-leg trip aboard different airlines should be held liable for damages occasioned by the "bumping-off" of said private respondent Antiporda by Air Kenya, one of the airlines contracted to carry him to a particular destination of the five-leg trip.

Tirso V. Antiporda, Sr. was an associate director of the Central Bank of the Philippines and a registered consultant of the Asian Development Bank, the World Bank and the UNDP. He was contracted by Sycip, Gorres, Velayo & Co. (SGV) to be the institutional financial specialist for the agricultural credit institution project of the Investment and Development Bank of Malawi in Africa. According to the letter of August 30, 1984 addressed to Antiporda from J. F. Singson of SGV, he would render his services to the Malawi bank as an independent contractor for which he would be paid US\$9,167 for a 50-day period commencing sometime in September 1984. For the engagement, Antiporda would be provided one round-trip economy ticket from Manila to Blantyre and back with a maximum travel time of four days per round-trip and, in addition, a travel allowance of \$50 per day, a travel insurance coverage of P100,000 and major hospitalization with AFIA and an accident insurance coverage of P150,000.[1]

On September 17, 1984, Lufthansa, through SGV, issued ticket No. 3477712678 for Antiporda's confirmed flights to Malawi, Africa. The ticket particularized his itinerary as follows:

Carrier Flight Date Time Status

Manila to Singapore SQ 081 25-9-84 1530 OK

Singapore to Bombay LH 695 25-9-84 2200 OK

Bombay to Nairobi KQ 203 26-9-84 0215 OK

Nairobi to Lilongwe QM 335 26-9-84 1395 OK

Lilongwe to Blantyre QM 031 26-9-84 1600 OK

Thus, on September 25, 1984, Antiporda took the Lufthansa flight to Singapore from where he proceeded to Bombay on board the same airline. He arrived in Bombay as scheduled and waited at the transit area of the airport for his connecting flight to Nairobi which was, per schedule given him by Lufthansa, to leave Bombay in the morning of September 26, 1984. Finding no representative of Lufthansa waiting for him at the gate, Antiporda asked the duty officer of Air India how he could get in touch with Lufthansa. He was told to call up Lufthansa

which informed him that somebody would attend to him shortly.

Ten minutes later, Gerard Matias, Lufthansa's traffic officer, arrived, asked for Antiporda's ticket and told him to just sit down and wait. Matias returned with one Leslie Benent, duty officer of Lufthansa, who informed Antiporda that seat in Air Kenya Flight 203 to Nairobi had been given to a very important person of Bombay who was attending a religious function in Nairobi. Antiporda protested, stressing that he had an important professional engagement in Blantyre, Malawi in the afternoon of September 26, 1984. He requested that the situation be remedied but Air Kenya Flight 203 left for Nairobi without him on board. Stranded in Bombay, Antiporda was booked for Nairobi via Addis Ababa only on September 27, 1984. He finally arrived in Blantyre at 9:00 o'clock in the evening of September 28, 1984, more than a couple of days late for his appointment with people from the institution he was to work with in Malawi.

Consequently, on January 8, 1985, Antiporda's counsel wrote the general manager of Lufthansa in Manila demanding P1,000,000 in damages for the airline's "malicious, wanton, disregard of the contract of carriage." [2] In reply, Lufthansa general manager Hagen Keilich assured Antiporda that the matter would be investigated.

Apparently getting no positive action from Lufthansa, on January 21, 1985, Antiporda filed with the Regional Trial Court of Quezon City a complaint against Lufthansa which was docketed as Civil Case No. Q-43810.

The lower court, [3] guided by the Supreme Court ruling in *KLM Dutch Airlines v. Court of Appeals, et al.*, [4] found that Lufthansa breached the contract to transport Antiporda from Manila to Blantyre on a trip of five legs. It said:

"The threshold issue that confronts this Court is:

Was there a breach of obligation by the defendant in failing to transport the plaintiff from Manila to Blantyre, Malawi, Africa?

The defendant admits the issuance and validity of Ticket No. 3477712678 (Exh. B). However, it denies its obligation to transport the plaintiff to his point of destination at Blantyre, Malawi, Africa. Defendant claims that it was obligated to transport the plaintiff only up to Bombay.

This case is one of a contract of carriage. And the ticket issued by the defendant to the plaintiff is the written agreement between the parties herein. Ticket No. 3477712678 particularizes the itinerary of the plaintiff x x x.

x x x x x x x x

From the ticket, therefore, it is indubitably clear that it was the duty and responsibility of the defendant Lufthansa to transport the plaintiff from Manila to Blantyre, on a trip of five legs.

The posture taken by the defendant that it was Air Kenya's, not Lufthansa's, liability to transport plaintiff from Bombay to Malawi, is unacceptable. The plaintiff dealt exclusively with the defendant Lufthansa which issued to him the ticket for his entire trip and which in effect guaranteed to the plaintiff that he would have sure space in Air Kenya's flight to Nairobi. Plaintiff, under that assurance of the defendant, naturally, had the right to expect that his ticket would be honored by Air Kenya, to which, in the legal sense, Lufthansa had endorsed and in effect guaranteed the performance of its principal engagement to carry out plaintiff's scheduled itinerary previously and mutually agreed upon by the parties. Defendant itself admitted that the flight from Manila, Singapore, Bombay, Nairobi, Lilongwe, Blantyre, Malawi, were all confirmed with the stamped letters 'OK' thereon. In short, after issuing a confirmed ticket from Manila to Malawi and receiv(ing) payment from the plaintiff for such one whole trip, how can the defendant now deny its contractual obligation by alleging that its responsibility ceased at the Bombay Airport?

The contract of air transportation was exclusively between the plaintiff Antiporda and the defendant Lufthansa,

the latter merely endorsing its performance to Air Kenya, as its subcontractor or agent. The fourth paragraph of the 'Conditions of Contracts' of the ticket (Exh. B) issued by Lufthansa to plaintiff indubitably shows that the contract was one of continuous air transportation from Manila to Blantyre, Malawi.

'4. x x x carriage to be performed hereunder by several successive carriers is regarded as a single operation.'

This condition embodied in the ticket issued to plaintiff is diametrically opposed to the defense theory that Lufthansa's liability is only limited up to Bombay."

Pursuant to the above reasoning, the lower court held that Lufthansa cannot limit its liability as a mere ticket issuing agent for other airlines and only to untoward occurrences on its own line.

The lower court added that under the pool arrangement of the International Air Transport Association (IATA), of which Lufthansa and Air Kenya are members, member airlines are agents of each other in the issuance of tickets and, therefore, in accordance with *Ortigas v. Lufthansa*,^[5] an airline company is considered bound by the mistakes committed by another member of IATA which, in behalf of the former, had confirmed a passenger's reservation for accommodation.

In justifying its award of moral and exemplary damages, the lower court emphasized that the breach of contract was "aggravated by the discourteous and highly arbitrary conduct of Gerard Matias, an official of petitioner Lufthansa in Bombay." Its factual findings on the matter are the following:

"x x x. Bumped off from his connecting flight to Nairobi and stranded in the Bombay Airport for 32 hours, when plaintiff insisted on taking his scheduled flight to Nairobi, Gerard Matias got angry and threw the ticket and passport on plaintiff's lap and was ordered to go to the basement with his heavy luggages for no reason at all. It was a difficult task for the plaintiff to carry three luggages and yet Gerard Matias did not even offer to help him. Plaintiff requested accommodation but Matias ignored it and just left. Not even Lufthansa office in Bombay, after learning plaintiff's being stranded in Bombay and his accommodation problem, provided any relief to plaintiff's sordid situation. Plaintiff had to stay in the transit area and could not sleep for fear that his luggages might be lost. Everytime he went to the toilet, he had to drag with him his luggages. He tried to eat the high-seasoned food available at the airport but developed stomach trouble. It was indeed a pathetic sight that the plaintiff, an official of the Central Bank, a multi-awarded institutional expert, tasked to perform consultancy work in a World Bank funded agricultural bank project in Malawi instead found himself stranded in a foreign land where nobody was expected to help him in his predicament except the defendant, who displayed utter lack of concern of its obligation to the plaintiff and left plaintiff alone in his misery at the Bombay airport."

Citing *Air France v. Carrascoso*,^[6] the lower court ruled that passengers have a right to be treated with kindness, respect, courtesy and consideration by the carrier's employees apart from their right to be protected against personal misconduct, injurious language, indignities and abuses from such employees.

Consequently, the trial court ordered Lufthansa to pay Antiporda the following:

- (a) the amount of P300,000.00 as moral damages;
- (b) the amount of P200,000.00 as exemplary damages; and
- (c) the amount of P50,000.00 as reasonable attorney's fees.

With costs against the defendant."

Lufthansa elevated the case to the Court of Appeals arguing that it cannot be held liable for the acts committed by Air Kenya on the basis of the following:

- (a) it merely acted as a ticket-issuing agent in behalf of Air Kenya; consequently the contract of carriage entered into is between respondent Antiporda and Air Kenya, to the exclusion of petitioner Lufthansa;
- (b) under sections (1) and (2) Article 30 of the Warsaw Convention, an airline carrier is liable only to untoward occurrences on its own line;
- (c) the award of moral and exemplary damages in addition to attorney's fees by the trial court is without basis in fact and in law.

The Court of Appeals not convinced with Lufthansa's appeal, affirmed the decision of the trial court sought to be reviewed.

Explained the Court of Appeals: although the contract of carriage was to be performed by several air carriers, the same is to be treated as a single operation conducted by Lufthansa because Antiporda dealt exclusively with it which issued him a Lufthansa ticket for the entire trip. By issuing a confirmed ticket, Lufthansa in effect guaranteed Antiporda a sure seat with Air Kenya. Private respondent Antiporda, maintained the Court of Appeals, had the right to expect that his ticket would be honored by Air Kenya which, in the legal sense, Lufthansa had endorsed and, in effect, guaranteed the performance of its principal engagement to carry out his five-leg trip.

The appellate court also ruled that Lufthansa cannot rely on Sections (1) and (2), Article 30 of the Warsaw Convention^[7] because the provisions thereof are not applicable under the circumstances of the case.

Sections (1) and (2), Article 30 of the Warsaw Convention provide:

"Art. 30 (1). In the case of transportation to be performed by various successive carriers and falling within the definition set out in the third paragraph of Article I, each carrier who accepts passengers, baggage, or goods shall be subject to the rules set out in the convention, and shall be deemed to be one of the contracting parties to the contract of transportation insofar as the contract deals with that part of the transportation which is performed under his supervision.

(2) In the case of transportation of this nature, the passenger or his representative can take action only against the carrier who performed the transportation during which the accident or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability for the whole journey. (Underscoring supplied)

According to the Court of Appeals, Antiporda's cause of action is not premised on the occurrence of an accident or delay as contemplated under Section 2 of said Article but on Air Kenya's refusal to transport him in order to accommodate another. To support this ruling, the Court of Appeals cited the Supreme Court ruling in *KLM Royal Dutch Airlines v. Court of Appeals*,^[8] which held, inter alia, that:

"1. The applicability insisted upon by the KLM of Article 30 of the Warsaw Convention cannot be sustained. That article presupposes the occurrence of either an accident or a delay, neither of which took place at the Barcelona airport; what is here manifest, instead, is that the Aer Lingus, through its manager there, refused to transport the respondents to their planned and contracted destination."

The Court of Appeals concluded that Lufthansa cannot, thus, invoke Sections (1) and (2), Article 30 of the Warsaw Convention to evade liability.

Failing to obtain a favorable decision, Lufthansa filed this petition for review on certiorari anchored on the following arguments:

"1. The respondent court erred as a matter of law in refusing to apply the Warsaw Convention to the instant case.

2. Respondent court's ruling that Lufthansa had deceived private respondent has no factual or legal basis.
3. The respondent court erred as a matter of law in affirming the trial court's award of moral damages in the face of this Court's rulings concerning moral damages in cases of breach of contract.
4. The respondent court erred as a matter of law in affirming the trial court's award of exemplary damages for lack of legal or factual basis therefor."

The arguments propounded by petitioner Lufthansa cannot suffice to reverse the appellate court's decision as prayed for. Lufthansa raised four assignments of error but the focal point at issue has been defined by us at the inception of this ponencia.

Lufthansa maintains that its liability to any passenger is limited to occurrences in its own line, and, thus, in the case at bench, its liability to Antiporda is limited to the extent that it had transported him from Manila to Singapore and from Singapore to Bombay; that therefrom, responsibility for the performance of the contract of carriage is assumed by the succeeding carriers tasked to transport him for the remaining leg of his trip because at that stage, its contract of carriage with Antiporda ceases, with Lufthansa acting, no longer as the principal in the contract of carriage, but merely as a ticket-issuing agent for the other carriers.

In further advancing this line of defense, Lufthansa invoked Section 2, Article 30 of the Warsaw Convention^[9] which expressly stipulates that in cases where the transportation of passengers or goods is performed by various successive carriers, the passenger can take action only against the carrier which performed the transportation, during which the accident or delay occurred. Lufthansa further advanced the theory that this provision of the Warsaw Convention is applicable to the present case, contrary to the decision of the Court of Appeals which relied on the Supreme Court ruling in *KLM Royal Dutch Lines*.^[10] For Lufthansa, "bumping-off" is considered delay since delay would inevitably result therefrom. It implored this Court to re-examine our ruling in *KLM* and take heed of jurisprudence^[11] in the U.S. where "delay," unlike in our ruling in *KLM*, contemplates the instance of "bumping-off." In *KLM*, we held that the term "delay" does not encompass the instance of "bumping-off," the latter having been defined as refusal to carry or transport a passenger.

On his part, private respondent Antiporda insists that he entered with Lufthansa an exclusive contract of carriage, the nature of which is a continuous carriage by air from Manila to Blantyre Malawi; that it did not enter into a series of independent contracts with the carriers that transported him for the remaining leg of his trip.

The basis for such claim is well founded. As ruled by the trial court, with the Court of Appeals concurring favorably, Antiporda was issued a confirmed Lufthansa ticket all throughout the five-leg trip. The fourth paragraph of the "Conditions of Contract" stipulated in the ticket indubitably showed that the contract of carriage was considered as one of continuous air transportation from Manila to Blantyre, Malawi, thus:

"4. x x x carriage to be performed hereunder by several successive carriers is regarded as a single operation."

In light of the stipulations expressly specified in the ticket defining the true nature of its contract of carriage with Antiporda, Lufthansa cannot claim that its liability thereon ceased at Bombay Airport and thence, shifted to the various carriers that assumed the actual task of transporting said private respondent.

We, therefore, reject Lufthansa's theory that from the time another carrier was engaged to transport Antiporda on another segment of his trip, it merely acted as a ticket-issuing agent in behalf of said carrier. In the very nature of their contract, Lufthansa is clearly the principal in the contract of carriage with Antiporda and remains to be so, regardless of those instances when actual carriage was to be performed by various carriers. The issuance of a confirmed Lufthansa ticket in favor of Antiporda covering his entire five-leg trip aboard successive carriers concretely attests to this. This also serves as proof that Lufthansa, in effect guaranteed that the successive carriers,

such as Air Kenya would honor his ticket; assure him of a space therein and transport him on a particular segment to this trip. This ruling finds corroboration in the Supreme Court decision in KLM,[12] where the same issues were confronted, thus:

"x x x x x x x x

The passage tickets of the respondents provide that the carriage to be performed thereunder by several successive carriers 'is to be regarded as a single operation,' which is diametrically incompatible with the theory of the KLM that the respondents entered into a series of independent contracts with the carriers which took them on the various segments of their trip. This position of KLM we reject. The respondents dealt exclusively with the KLM which issued them tickets for their entire trip and which in effect guaranteed to them that they would have sure space in Aer Lingus flight 861. The respondents, under that assurance of the internationally prestigious KLM, naturally had the right to expect that their tickets would be honored by Aer Lingus to which, in the legal sense, the KLM had indorsed and in effect guaranteed the performance of its principal engagement to carry out the respondents' scheduled itinerary previously and mutually agreed upon between the parties."

On the issue of whether the Warsaw Convention, particularly Section 2, Article 30 thereof is applicable herein, we agree with the Court of Appeals in ruling in the negative. We reiterate what has been settled in KLM:

"1. The applicability insisted upon by the KLM of article 30 of the Warsaw Convention cannot be sustained. That article presupposes the occurrence of either an accident or a delay, neither of which took place at the Barcelona airport; what is here manifest, instead, is that the Aer Lingus, through its manager there, refused to transport the respondents to their it planned and contracted destination. x x x"

Lufthansa prays this court to take heed of jurisprudence in the United States where the term "delay" was interpreted to include "bumping-off" or failure to carry a passenger with a confirmed reservation. These decisions in the United States are not controlling in this jurisdiction. We are not prepared, absent reasons of compelling nature, to entertain an extended meaning of the term "delay," which in KLM was given its ordinary signification. "Construction and interpretation come only after it has been demonstrated that application is impossible or inadequate without them. The ordinary language of a statute must be given its ordinary meaning and limited to a reasonable interpretation." [13] In its ordinary sense, "delay" means to prolong the time of or before; to stop, detain or hinder for a time, or cause someone or something to be behind in schedule or usual rate of movement in progress. [14] "Bumping-off," which is the refusal to transport passengers with confirmed reservation to their planned and contracted destinations, totally forecloses said passengers' right to be transported, whereas delay merely postpones for a time being the enforcement of such right.

Consequently, Section 2, Article 30 of the Warsaw Convention which does not contemplate the instance of "bumping-off" but merely of simple delay, cannot provide a handy excuse for Lufthansa as to exculpate it from any liability to Antiporda. The payment of damages is, thus, deemed warranted by this Court. We find no reversible error in the lower court's award of moral and exemplary damages, including attorney's fees in favor of Antiporda.

Article 2220 of the Civil Code provides:

"ART. 2220. Willful injury to property may be a legal ground for awarding moral damages if the court should find that, under the circumstances, such damages are justly due. The same rule applies to breaches of contract where the defendant acted fraudulently or in bad faith."

According to the findings of the appellate court which affirmed that of the lower court, the reasons given by the witnesses for Lufthansa for private respondent's being "bumped off" at Bombay airport were conflicting.

Observed the Court of Appeals:

"If there was really no seat available because of over-booking, why did Lufthansa confirm the ticket of the plaintiff-appellee? It has to be pointed out that the confirmed ticket is up to Blantyre, Malawi, not only to Bombay.

If the plaintiff-appellee was not in the list of passengers of Kenya Airways (the connecting flight) then Lufthansa must have deceived him in Manila because according to Gerard Matias, the passengers booked by Kenya Airways for Boeing 707 were 190 passengers when the plane could accommodate only 144 passengers considering that the name of plaintiff-appellee was not in the list. If that was the situation, Lufthansa by the issuance of its ticket should have not assured the plaintiff-appellee that he could get the connecting flights as scheduled. Surely, Lufthansa before confirming the ticket of the plaintiff-appellee must have confirmed the flight with Kenya Airways. If it was impossible to get a seat upon its own investigation in Bombay, then it should have not confirmed the ticket of the plaintiff-appellee. It is the defendant-appellant who was negligent in the performance of its duties, and plaintiff-appellee was just plainly deceived.

Since the ticket was marked O.K., meaning confirmed, therefore plaintiff-appellee must have a definite seat with Kenya Airways but it was lost or given to another person. It is not true therefore, that plaintiff-appellee's name was not in the list of Kenya Airways. Besides, why should Lufthansa allow a passenger to depart from the Philippines with a confirmed ticket, without instructing its Bombay office to reserve a seat with Kenya Airways for its connecting flight? In spite of the confirmation, Nelda Aquino testified that plaintiff-appellee was stranded in Bombay because he did not get a seat with Kenya Airways, and his name did not appear in the list of passengers. Then contrary to the testimonies of Berndt Loewe and Gerard Matias that the obligation of the defendant-appellant is only up to Bombay and the reason why plaintiff-appellee was not in the list of passengers is because of overbooking. Nelda Aquino contrary to the testimonies of the two, testified that the reason for the bumping off is that the seat was given to another passenger, to wit:

'Q Did you know or eventually learned later that the name of Antiporda was not in the list of confirmed passengers?

A I only learned from the office at Bombay that it was given to other passenger which I only learned from the office at Bombay.

Q Who informed you that the seat of Mr. Antiporda was given to other passenger?

A From our international officer.

Q Who is he?

A Our Sales Manager.

Q Is he your Sales Manager in Bombay?

A Yes, our Manager.'

If Nelda Aquino knew that the reason for the bumping off is that the seat was given to another, how come Berndt Loewe, passenger Sales Manager of defendant, Gerard Matias, an employee of defendant-appellant in Bombay did not know the said reason why the name of plaintiff-appellee did not appear in the list of passengers? It is either they knew the truth but because they wanted to escape liability they pretended not to know the truth."

Clearly, bad faith attended the performance of the contract of carriage, for even while Antiporda was in Bombay, representatives of Lufthansa already tried to evade liability first, by claiming that the contract of carriage between Lufthansa and Antiporda ceased at Bombay airport, in disregard of the fact that Antiporda was holding a Lufthansa ticket for the entire five-leg trip; second, despite Berndt Loewe's knowledge that Antiporda's seat was

allowed to be given to another passenger, the same suppressed the information and feigned ignorance of the matter, presenting altogether another reason why Antiporda was not listed in the manifest, i.e. that Air Kenya Boeing 707 was overbooked, notwithstanding clear proof that Lufthansa in Manila confirmed his reservation for said flight.

Antiporda is likewise entitled to the award of exemplary damages on the basis of Article 2232 of the Civil Code which provides:

"ART. 2232. In contracts and quasi-contracts, the court may award exemplary damages if the defendant acted in a wanton, fraudulent, reckless, oppressive, or malevolent manner."

There is every indication that Lufthansa, through its representatives in Bombay, acted in a reckless and malevolent manner in dealing with Antiporda.

As found by the trial court:

"The breach of the guarantee was aggravated by the discourteous and highly arbitrary conduct of Gerard Matias, an official of Lufthansa in Bombay. Bumped off from his connecting flight to Nairobi and stranded in the Bombay Airport for 32 hours, when plaintiff insisted on taking his scheduled flight to Nairobi, Gerard Matias got angry and threw the ticket and passport on plaintiff's lap and was ordered to go to the basement with his heavy luggages for no reason at all. It was a difficult task for the plaintiff to carry three luggages and yet Gerard Matias did not even offer to help him. Plaintiff requested accommodation but Matias ignored it and just left. Not even Lufthansa office in Bombay, after learning plaintiff's being stranded in Bombay and his accommodation problem, provided any relief to plaintiff's sordid situation. Plaintiff has to stay in the transit area and could not sleep for fear that his luggages might be lost. Everytime he went to the toilet, he had to drag with him his luggages. He tried to eat the high-seasoned food available at the airport but developed stomach trouble. It was indeed a pathetic sight that the plaintiff, an official of the Central Bank, a multi-awarded institutional expert, tasked to perform consultancy work in a World Bank funded agricultural bank project in Malawi instead found himself stranded in a foreign land where nobody was expected to help him in his predicament except the defendant, who displayed utter lack of concern of its obligation to the plaintiff and left plaintiff alone in his misery at the Bombay airport."

These findings of the trial court were affirmed by the Court of Appeals on the ground that there are no cogent reasons to justify a contrary finding. The same holds true with this Court. The findings of fact of lower courts are binding on us and will not be generally disturbed on appeal.[15] In affirming the lower court's award of damages to Antiporda, we take into account his high position in the government, coupled with the fact that he failed to meet his professional commitment in Blantyre, Malawi due to the "bumping off" incident accompanied by rude and discourteous behavior on the part of airline officials who should have been the first to attend to his travel needs.

WHEREFORE, the petition for review is hereby DENIED and the decision of the Court of Appeals AFFIRMED.

Costs against petitioner.

SO ORDERED.

Bidin, (Acting Chairman), and Vitug, JJ., concur.

Feliciano, J., on leave.

Melo, J., no part.

[1] Exh. "A."

[2] Exh. "N" or "3."

[3] Presided by Judge Luis L. Victor.

[4] No. L-31150, July 22, 1975, 65 SCRA 237.

[5] L-28773, June 30, 1975, 64 SCRA 610.

[6] L-21438, September 28, 1966, 18 SCRA 155.

[7] International Air Transportation – Convention and Additional Protocol Between the United States of America and other Powers.

[8] Supra.

[9] Supra.

[10] Supra.

[11] Welgel, et al. v. Mexicana Airlines, Inc., No. 86, C3409, July 7, 1986, 20 Aviation Cases 17, 302; Harpalani, et al. v. Air India, Inc. No. 85, C244, September 30, 1985, 19 Aviation Cases, 17, 887.

[12] Supra.

[13] Republic Flour Mills v. Commissioner of Customs, L-28463, May 31, 1971, 39 SCRA 269.

[14] Webster's Third New International Dictionary, p. 595.

[15] Barillo v. Court of Appeals, G.R. No. 55691, May 21, 1992, 209 SCRA 130; Caubang v. People of the Philippines, G.R. No. 62634, June 26, 1992, 210 SCRA 377.

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