

Title: Laguna Tayabas Bus Company vs. Julieta Cornista, Through Her Parents, Gil Cornista and Manuela Belssonta Cornista, 120 Phil. 178

Facts:

Julieta Cornista, a passenger of Laguna Tayabas Bus Company, sustained physical injuries on November 9, 1957, when she fell from the bus. Cornista, through her parents, sued the bus company in the Court of First Instance (CFI) of Leyte (Civil Case No. 2298) for damages, claiming that her injuries were due to the company's and its driver's negligence. Cornista alleged that the driver was driving recklessly at high speed on sharp curves and ignored passengers' warnings. Additionally, the bus lacked protective bars on the right side to prevent passengers from falling.

The CFI found for Julieta Cornista, awarding her P6,000 in moral damages, P300 for medical expenses, and P1,000 for attorney's fees. The bus company contended that Cornista's negligence, not their own, caused her injuries. The case was appealed to the Court of Appeals, which reduced the moral damages to P3,000 but otherwise affirmed the lower court's decision. The bus company then sought a further review from the Supreme Court, aiming to set aside the decision or at least eliminate the moral damages awarded.

Issues:

- Negligence:** Whether the negligence of the Laguna Tayabas Bus Company and its driver was the proximate cause of Julieta Cornista's injuries.
- Moral Damages:** Whether the award of moral damages to Julieta Cornista was justified under the circumstances.

Court's Decision:

- Negligence:** The Supreme Court affirmed that the proximate cause of the injuries was the negligence of both the bus company and its driver. The trial court's findings that the driver was driving recklessly at high speeds and the bus was not equipped with protective bars on the right side were considered final and binding.
- Moral Damages:** The Court upheld the awarding of moral damages. Under Article 2220 of the New Civil Code, moral damages in a breach of contract of carriage may be awarded if there is bad faith or fraud on the part of the carrier. The Supreme Court maintained that the bus company's negligence in failing to outfit the bus with necessary safety measures (such as bars to prevent passengers from falling) constituted wanton and deliberately injurious conduct.

****Doctrine:****

- ****Transport Carrier Liability:**** A carrier is liable for damages if its negligence or lack of safety measures causes injury to passengers.
- ****Moral Damages in Breach of Contract of Carriage:**** Moral damages can be awarded in cases involving bad faith or gross negligence by the carrier, as stipulated under Art. 2220 of the New Civil Code.
- ****Finality of Factual Findings:**** The factual findings of lower courts are generally treated as final and binding by the Supreme Court unless there is a significant reason to review them.

****Class Notes:****

1. ****Negligence:**** Duty of care by transport carriers to provide safe conditions for passengers (element: standard of care breached).
2. ****Moral Damages:**** Awardable when there is gross negligence or bad faith in contracts of carriage (New Civil Code Art. 2220).
3. ****Proximate Cause:**** The link between negligence and the injury caused.
4. ****Protective Measures:**** The importance of safety features on vehicles to protect passengers.

****Historical Background:****

The case took place during a period in the Philippines where infrastructure and safety measures in public transportation were critically scrutinized. Public transport systems, especially bus companies, were often under examination for compliance with safety and operational standards, ensuring passenger safety and service liability. This case emphasizes the judicial system's role in protecting passengers' rights and ensuring public transport entities maintain high safety standards.