**SUPREME COURT**
**THIRD DIVISION**

**VICTORINO SAVELLANO, VIRGINIA B. SAVELLANO and DEOGRACIAS B. SAVELLANO,**
***Petitioners*,**

***-versus-***

**G.R. No. 151783**
**July 8, 2003**

**NORTHWEST AIRLINES,**
***Respondent*.**
**x----------x**

**D E C I S I O N**

**PANGANIBAN, *J.*:**

When, as a result of engine malfunction, a commercial airline is unable to ferry its passengers on the original contracted route, it nonetheless has the duty of fulfilling its responsibility of carrying them to their contracted destination on the most convenient route possible. Failing in this, it cannot just unilaterally shuttle them, without their consent, to other routes or stopping places outside of the contracted sectors. However, moral damages cannot be awarded without proof of the carrier's bad faith, ill will, malice or wanton conduct. Neither will actual damages be granted in the absence of convincing and timely proof of loss. But nominal damages may be allowed under the circumstances in the case herein.

## The Case

Before the Court is a Petition for Review under Rule 45 of the Rules of Court, seeking to set aside the June 29, 2001 Decision[1] of the Court of Appeals[2] (CA) in CA-GR CV No. 47165. The dispositive part of the Decision reads:

> "WHEREFORE, the judgment of July 29, 1994 is hereby REVERSED and SET ASIDE and another rendered DISMISSING [petitioners'] Complaint. No pronouncement as to costs."[3]

On the other hand, the dispositive portion of the Regional Trial Court (RTC) Decision[4] that was reversed by the CA disposed thus:

> "WHEREFORE, premises considered, decision is hereby rendered in favor of the plaintiffs and against the defendant, sentencing the latter to pay to the former, the following amounts:
>
> 1. P500,000.00 as actual damages;
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> 2. P3,000,000.00 as moral damages;
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> 3. P500,000.00 as exemplary damages; and
>
> 4. P500,000.00 as attorney's fees;
>
> "All such sums shall bear legal interest, i.e., 6% per annum pursuant to Article 2209 of the Civil Code (Reformina vs. Tomol, 139 SCRA 260) from the date of the filing of the complaint until fully paid. Costs against the Northwest Airlines, Inc.
>
> "[Respondent's] counterclaim is ordered dismissed, for lack of merit."[5]

## The Facts

The facts of the case are summarized by the CA as follows:

> "[Petitioner] Victorino Savellano (Savellano) was a Cabugao, Ilocos Sur mayor for many terms, former Chairman of the Commission on Elections and Regional Trial Court (RTC) judge. His wife, [Petitioner] Virginia is a businesswoman and operates several rural banks in Ilocos Sur. The couple's son [Petitioner] Deogracias was, at the time [of] the incident subject of the case, the Vice-Governor of Ilocos Sur.
>
> "On October 27, 1991, at around 1:45 p.m., [petitioners] departed from San Francisco, USA on board Northwest Airlines (NW) Flight 27, Business Class, bound for Manila, Philippines using the NW round-trip tickets which were issued at [respondent's] Manila ticketing office.
>
> "[Petitioners] were expected to arrive at the Ninoy Aquino International Airport (NAIA), Manila on October 29, 1991 (Manila time) or after twelve (12) hours of travel.
>
> "After being airborne for approximately two and one-half (2½) hours or at about 4:15 p.m. of the same day, October 27, 1991 (Seattle, USA time), NW Flight 27's pilot made an emergency landing in Seattle after announcing that a fire had started in one of the plane's engines.
>
> "[Petitioners] and the other passengers proceeded to Gate 8 of the Seattle Airport where they were instructed to go home to Manila the next day, 'using the same boarding passes with the same seating arrangements'.
>
> "[Respondent's] shuttle bus thereafter brought all passengers to the Seattle Red Lion Hotel where they were billeted by, and at the expense of [respondent].
>
> "[Petitioners] who were travelling as a family were assigned one room at the hotel. At around 12:00 midnight, they were awakened by a phone call from [respondent's] personnel who

advised them to be at the Seattle Airport by 7:00 a.m. (Seattle time) the following day, October 28, 1991, for departure. To reach the airport on time, the NW shuttle bus fetched them early, making them skip the 6:30 a.m. hotel breakfast.

"Prior to leaving the hotel, however, [petitioners] met at the lobby Col. Roberto Delfin, a Filipino co-passenger who was also travelling Business Class, who informed them that he and some passengers were leaving the next day, October 29, 1991, on board the same plane with the same itinerary.

"On account of the 'engine failure' of the plane, [petitioner] Virginia developed nervousness. On getting wind of information that they were 'bumped off', she took 'valium' to calm her nerves and 'cough syrup' for the fever and colds she had developed during the trip.

"When [petitioners] reached the Seattle Airport, [respondent's] ground stewardess belatedly advised them that instead of flying to Manila they would have to board NW Flight 94, a DC-10 plane, bound for a 3-hour flight to Los Angeles for a connecting flight to Manila. When [Petitioner] Savellano insisted theirs was a direct flight to Manila, the female ground stewardess just told them to hurry up as they were the last passengers to board.

"In Los Angeles, [petitioners] and the other passengers became confused for while 'there was a sort of a board' which announced a Seoul-Bangkok flight, none was posted for a Manila flight. It was only after they complained to the NW personnel that the latter 'finally changed the board to include Manila.'

"Before boarding NW Flight 23 for Manila via Seoul, [petitioners] encountered another problem. Their three small handcarried items which were not padlocked as they were merely closed by zippers were 'not allowed' to be placed inside the passengers' baggage compartments of the plane by an arrogant NW ground stewardess.

"On [petitioners'] arrival at the NAIA, Manila where they saw Col. Delfin and his wife as well as the other passengers of the distressed flight who unlike them [petitioners] who left Seattle on October 28, 1991, left Seattle on October 29, 1991, they were teased for taking the longer and tiresome route to the Philippines.

"When [petitioners] claimed their luggage at the baggage carousel, they discovered that the would-have-been handcarried items which were not allowed to be placed inside the passengers' baggage compartment had been ransacked and the contents thereof stolen. Virginia was later to claim having lost her diamond earrings costing P300,000.00, two (2) Perry Gan shoes worth US$250.00, four (4) watches costing US$40.00 each, two (2) pieces of Tag Heuer watch and three (3) boxes of Elizabeth Arden [perfumes]. Deogracias, on the other hand, claimed to have lost two (2) pairs of Cole Haan shoes which he bought for his wife, and the clothes, camera, personal computer, and jeans he bought for his children.

"By letter of November 22, 1991, [petitioners] through counsel demanded from [respondent] the amount of P3,000,000.00 as damages for what they claimed to be the humiliation and inconvenience they suffered in the hands of its personnel. [Respondent] did not accede to the demand, however, impelling [petitioners] to file a case for damages at the RTC of Cabugao, Ilocos Sur — subject of the present appeal.

"[Petitioners] concede that they were not downgraded in any of the flights on their way home to Manila. Their only complaint is that they suffered inconvenience, embarrassment, and humiliation for taking a longer route.

"During the trial, the [RTC], on motion of [petitioners], issued on October 29, 1993 a subpoena duces tecum directing [respondent] to submit the passengers' manifest of the distressed flight from San Francisco to Tokyo on October 27, 1991, the passengers' manifest of the same distressed plane from Seattle to Tokyo which took off on October 29, 1991, and the passenger manifest of the substitute plane from Seattle to

> Los Angeles and Los Angeles to Seoul enroute to Manila which took off on October 28, 1991.
>
> "The subpoena duces tecum was served on December 1, 1993 but was not complied with, however, by [respondent], it proffering that its Minneapolis head office retains documents only for one year after which they are destroyed.
>
> "Branch 24 of the RTC of Cabugao, Ilocos Sur rendered judgment in favor of [petitioners].
>
> "In granting moral and actual damages to [petitioners], the [RTC] credited [petitioners'] claim that they were excluded from the Seattle-Tokyo-Manila flight to accommodate several Japanese passengers bound for Japan. And as basis of its award of actual damages arising from the allegedly lost articles contained in the would-have-been handcarried [luggage], the [RTC], passing on the lack of receipts covering the same, took judicial notice of the Filipinos' practice of often bringing home pasalubong for friends and relatives."[6]

## Ruling of the Court of Appeals

The CA ruled that petitioners had failed to show respondent's bad faith, negligence or malice in transporting them via the Seattle-Los Angeles-Seoul-Manila route. Hence, it held that there was no basis for the RTC's award of moral and exemplary damages. Neither did it find any reason to grant attorney's fees.

It further ruled:

> "[Petitioners'] testimonial claim of losses is unsupported by any other evidence at all. It is odd and even contrary to human experience for [petitioner] Virginia not to have taken out a P300,000.00 pair of diamond earrings from an unlocked small luggage after such luggage was not allowed to be placed inside the passenger's baggage compartment, given the ease with which it could have been done as the small luggage was merely closed by zipper. Just as it is odd why no receipts for alleged

> purchases for valuable pasalubongs including Tag Huer watches, camera and personal computer were presented."[7]

Thus, even the trial court's award of actual damages was reversed by the appellate court.

Hence this Petition.[8]

## Issues

In their appeal, petitioners ask this Court to rule on these issues:

> "[W]hether or not petitioners' discriminatory bump-off from NW Flight No. 0027 on 28 October 1991 (not the diversion of the distressed plane to Seattle the day before, i.e. NW Flight 27 on 27 October 1991) constitutes breach by respondent airline of its air-carriage contract?
>
> "And if so, whether or not petitioners are entitled to actual, moral and exemplary damages — including attorney's fees — as a consequence?"[9]

## The Court's Ruling

The Petition is partly meritorious.

### *First Issue: Breach of Contract*

Petitioners' contract of carriage with Northwest was for the San Francisco-Tokyo (Narita)-Manila flights scheduled for October 27, 1991. This itinerary was not followed when the aircraft used for the first segment of the journey developed engine trouble. Petitioners stress that they are questioning, not the cancellation of the original itinerary, but its substitution, which they allegedly had not contracted for or agreed to. They insist that, like the other passengers of the distressed flight, they had the right to be placed on Flight 27, which had a connecting flight from Japan to Manila. They add that in being treated differently and shabbily, they were being discriminated against.

A contract is the law between the parties.[10] Thus, in determining whether petitioners' rights were violated, we must look into its provisions, which are printed on the airline ticket. Condition 9 in the agreement states that a "carrier may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity."[11]

The basis of the Complaint was the way respondent allegedly treated petitioners like puppets that could be shuttled to Manila via Los Angeles and Seoul without their consent.[12] Undeniably, it did not take the time to explain how it would be meeting its contractual obligation to transport them to their final destination. Its employees merely hustled the confused petitioners into boarding one plane after another without giving the latter a choice from other courses of action that were available. It unilaterally decided on the most expedient way for them to reach their final destination.

### *Passengers' Consent*

After an examination of the conditions printed on the airline ticket, we find nothing there authorizing Northwest to decide unilaterally, after the distressed flight landed in Seattle, what other stopping places petitioners should take and when they should fly. True, Condition 9 on the ticket allowed respondent to substitute alternate carriers or aircraft without notice. However, nothing there permits shuttling passengers — without so much as a by your-leave — to stopping places that they have not been previously notified of, much less agreed to or been prepared for. Substituting aircrafts or carriers without notice is entirely different from changing stopping places or connecting cities without notice.

The ambiguities in the contract, being one of adhesion, should be construed against the party that caused its preparation — in this case, respondent.[13] Since the conditions enumerated on the ticket do not specifically allow it to change stopping places or to fly the passengers to alternate connecting cities without consulting them, then it must be construed to mean that such unilateral change was not permitted.

### *Proof of Necessity of Alteration*

Furthermore, the change in petitioners' flight itinerary does not fall under the situation covered by the phrase "may alter or omit stopping places shown on the ticket in case of necessity."[14] A case of necessity must first be proven. The burden of proving it necessarily fell on respondent. This responsibility it failed to discharge.

Petitioners do not question the stop in Seattle, so we will not delve into this matter. The airplane engine trouble that developed during the flight bound for Tokyo from San Francisco definitely merited the "necessity" of landing the plane at some place for repair — in this case, Seattle — but not that of shuttling petitioners to other connecting points thereafter without their consent.

Northwest failed to show a "case of necessity" for changing the stopping place from Tokyo to Los Angeles and Seoul. It is a fact that some of the passengers on the distressed flight continued on to the Tokyo (Narita) connecting place. No explanation whatsoever was given to petitioners as to why they were not similarly allowed to do so. It may be that the Northwest connecting flight from Seattle to Tokyo to Manila could no longer accommodate them. Yet it may also be that there were other carriers that could have accommodated them for these sectors of their journey, and whose route they might have preferred to the more circuitous one unilaterally chosen for them by respondent.

In the absence of evidence as to the actual situation, the Court is hard pressed to determine if there was a "case of necessity" sanctioning the alteration of the Tokyo stopping place in the case of petitioners. Thus, we hold that in the absence of a demonstrated necessity thereof and their rerouting to Los Angeles and Seoul as stopping places without their consent, respondent committed a breach of the contract of carriage.

### *Second Issue: Damages*

Being guilty of a breach of their contract, respondent may be held liable for damages suffered by petitioners in accordance with Articles 1170 and 2201 of the Civil Code, which state:

> "Art. 1170. Those who in the performance of their obligations are guilty of fraud, negligence, or delay and those who in any manner contravene the tenor thereof are liable for damages." (Emphasis supplied)
>
> "Art. 2201. In contracts and quasi-contracts, the damages for which the obligor who acted in good faith is liable shall be those that are the natural and probable consequences of the breach of the obligation, and which the parties have foreseen or could have reasonably foreseen at the time the obligation was constituted."
>
> "In case of fraud, bad faith, malice or wanton attitude, the obligor shall be responsible for all damages which may be reasonably attributed to the non-performance of the obligation."

As a general rule, the factual findings of the CA when supported by substantial evidence on record are final and conclusive and may not be reviewed on appeal.[15] An exception to this rule is when the lower court and the CA arrive at different factual findings.[16] In this case, the trial court found the presence of bad faith and hence awarded moral and exemplary damages; while the CA found none and hence deleted the award of damages. Thus, the Court is now behooved to review the basis for sustaining the award or deletion of damages.

Petitioners impute oppression, discrimination, recklessness and malevolence to respondent. We are not convinced. There is no persuasive evidence that they were maliciously singled out to fly the Seattle-Los Angeles-Seoul-Manila route. It appears that the passengers of the distressed flight were randomly divided into two groups. One group was made to take the Tokyo-Manila flight; and the other, the Los Angeles-Seoul-Manila flight. The selection of who was to take which flight was handled via the computer reservation system, which took into account only the passengers' final destination.[17]

The records show that respondent was impelled by sincere motives to get petitioners to their final destination by whatever was the most expeditious course — in its judgment, if not in theirs. Though they

claim that they were not accommodated on Flight 27 from Seattle to Tokyo because respondent had taken on Japanese passengers, petitioners failed to present convincing evidence to back this allegation. In the absence of convincing evidence, we cannot find respondent guilty of bad faith.

### *Lopez, Zulueta and Ortigas Rulings Not Applicable*

Petitioners cite the cases of Lopez vs. Pan American World Airways,[18] Zulueta vs. Pan American World Airways, Inc.[19] and Ortigas Jr. vs. Lufthansa German Airlines[20] to support their claim for moral and exemplary damages.

In Lopez, Honorable Fernando Lopez, then an incumbent senator and former Vice President of the Philippines — together with his wife, his daughter and his son-in-law — made first-class reservations with the Pan American World Airways on its Tokyo-San Francisco flight. The reservation having been confirmed, first-class tickets were subsequently issued in their favor. Mistakenly, however, defendant's agent cancelled the reservation. But expecting other cancellations before the flight scheduled a month later, the reservations supervisor decided to withhold the information from them, with the result that upon arrival in Tokyo, the Lopezes discovered they had no first-class accommodations. Thus, they were compelled to take the tourist class, just so the senator could be on time for his pressing engagements in the United States.

In the light of these facts, the Court held there was a breach of the contract of carriage. The failure of the defendant to inform the plaintiffs on time that their reservations for the first class had long been cancelled was considered as the element of bad faith entitling them to moral damages for the contractual breach. According to the Court, such omission had placed them in a predicament that enabled the company to keep them as — their passengers in the tourist class. Thus, the defendant was able to retain the business and to promote its self-interest at the expense of embarrassment, discomfort and humiliation on their part.

In Zulueta, the passenger was coming home to Manila from Honolulu via a Pan-American flight. The plane had a stopover at Wake Island,

where Rafael Zulueta went down to relieve himself. At flight time, he could not be located immediately. Upon being found, an altercation ensued between him and the Pan-Am employees. One of them remonstrated: "What in the hell do you think you are? Get on that plane." An exchange of angry words followed, and the pilot went to the extent of referring to the Zuluetas as "those monkeys." Subsequently, for his "belligerent" attitude, Rafael Zulueta was intentionally off-loaded and left at Wake Island with the prospect of being stranded there for a week, with malice aforethought. The Court awarded to the Zuluetas P500,000.00 as moral damages, P200,000.00 as exemplary damages and P75,000.00 as attorney's fees, apart from the actual damages of P5,502.85.

In Ortigas, Francisco Ortigas Jr. had a confirmed and validated first-class ticket for Lufthansa's Flight No. 646. His reserved first class seat was, however, given to a Belgian. As a result, he was forced to take economy class on the same flight. Lufthansa succeeded in keeping him as a passenger by assuring him that he would be given first-class accommodation at the next stop. The proper arrangements therefor had supposedly been made already, when in truth such was not the case. In justifying the award of moral and exemplary damages, the Court explained.

> "When it comes to contracts of common carriage, inattention and lack of care on the part of the carrier resulting in the failure of the passenger to be accommodated in the class contracted for amounts to bad faith or fraud which entitles the passenger to the award of moral damages in accordance with Article 2220 of the Civil Code. But in the instant case, the breach appears to be of graver nature, since the preference given to the Belgian passenger over plaintiff was done willfully and in wanton disregard of plaintiff's rights and his dignity as a human being and as a Filipino, who may not be discriminated against with impunity."

To summarize, in Lopez despite sufficient time — one month — to inform the passengers of what had happened to their booking, the airline agent intentionally withheld that information from them. In Zulueta, the passenger was deliberately off-loaded after being gravely

insulted during an altercation. And in Ortigas, the passenger was intentionally downgraded in favor of a European.

These cases are different from and inapplicable to the present case. Here, there is no showing that the breach of contract was done with the same entrepreneurial motive or self-interest as in Lopez or with ill will as in Zulueta and Ortigas. Petitioners have failed to show convincingly that they were rerouted by respondent to Los Angeles and Seoul because of malice, profit motive or self-interest. Good faith is presumed, while bad faith is a matter of fact that needs to be proved[21] by the party alleging it.

In the absence of bad faith, ill will, malice or wanton conduct, respondent cannot be held liable for moral damages. Article 2219 of the Civil Code[22] enumerates the instances in which moral damages may be awarded. In a breach of contract, such damages are not awarded if the defendant is not shown to have acted fraudulently or with malice or bad faith.[23] Insufficient to warrant the award of moral damages is the fact that complainants suffered economic hardship, or that they worried and experienced mental anxiety.[24]

Neither are exemplary damages proper in the present case. The Civil Code provides that "in contracts and quasi-contracts, the court may award exemplary damages if the defendant acted in a wanton, fraudulent, reckless, oppressive, or malevolent manner."[25] Respondent has not been proven to have acted in that manner. At most, it can only be found guilty of having acted without first considering and weighing all other possible courses of actions it could have taken, and without consulting petitioners and securing their consent to the new stopping places.

The unexpected and sudden requirement of having to arrange the connecting flights of every single person in the distressed plane in just a few hours, in addition to the Northwest employees' normal workload, was difficult to satisfy perfectly. We cannot find respondent liable for exemplary damages for its imperfection of neglecting to consult with the passengers beforehand.

Nevertheless, herein petitioners will not be totally deprived of compensation. Nominal damages may be awarded as provided by the Civil Code, from which we quote:

> "Art. 2221. Nominal damages are adjudicated in order that a right of the plaintiff, which has been violated or invaded by the defendant, may be vindicated or recognized, and not for the purpose of indemnifying the plaintiff for any loss suffered by him."
>
> "Art. 2222. The court may award nominal damages in every obligation arising from any source enumerated in article 1157, or in every case where any property right has been invaded."

Nominal damages are recoverable if no actual, substantial or specific damages were shown to have resulted from the breach.[26] The amount of such damages is addressed to the sound discretion of the court, taking into account the relevant circumstances.[27]

In the present case, we must consider that petitioners suffered the inconvenience of having to wake up early after a bad night and having to miss breakfast; as well as the fact that they were business class passengers. They paid more for better service; thus, rushing them and making them miss their small comforts was not a trivial thing. We also consider their social and official status. Victorino Savellano was a former mayor, regional trial court judge and chairman of the Commission on Elections. Virginia B. Savellano was the president of five rural banks, and Deogracias Savellano was then the incumbent vice governor of Ilocos Sur. Hence, it will be proper to grant one hundred fifty thousand pesos (P150,000) as nominal damages[28] to each of them, in order to vindicate and recognize their right[29] to be notified and consulted before their contracted stopping place was changed.

A claim for the alleged lost items from the baggage of petitioners cannot prosper, because they failed to give timely notice of the loss to respondent. The Conditions printed on the airline ticket plainly read:

> "2. Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention

unless such carriage is not 'International carriage' as defined by that Convention.

x x x

"7. Checked baggage will be delivered to bearer of the baggage check. In case of damage to baggage moving in international transportation complaint must be made in writing to carrier forthwith after discovery of damage, and at the latest, within 7 days from receipt; in case of delay, complaint must be made within 21 days from date the baggage was delivered."[30]

The pertinent provisions of the Rules Relating to International Carriage by Air (Warsaw Convention) state:

"Article 26

1. Receipt by the person entitled to delivery of luggage or goods without complaint is prima facie evidence that the same have been delivered in good condition and in accordance with the document of carriage.

2. In case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within three days from the date of receipt in the case of luggage and seven days from date of receipt in the case of goods. In the case of delay the complaint must be made at the latest within fourteen days from the date on which the luggage or goods have been placed at his disposal.

3. Every complaint must be made in writing upon the document of carriage or by separate notice in writing dispatched within the times aforesaid.

4. Failing complaint within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on his part."

After allegedly finding that their luggage had been ransacked, petitioners never lodged a complaint with any Northwest airport personnel. Neither did they mention the alleged loss of their valuables in their November 22, 1991 demand letter.[31] Hence, in accordance with the parties' contract of carriage, no claim can be heard or admitted against respondent with respect to alleged damage to or loss of petitioners' baggage.

**WHEREFORE**, the Petition is hereby **PARTIALLY GRANTED**, and the assailed Decision **MODIFIED**. Respondent is **ORDERED** to pay one hundred fifty thousand pesos (P150,000) to each of the three petitioners as nominal damages. No. pronouncement as to costs.

**SO ORDERED.**

**Puno, Sandoval-Gutierrez and Corona, *JJ.*, concur.**
**Carpio-Morales, *J.*, took no part.**

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[1] Rollo, pp. 49–57.
[2] Tenth Division, composed of Justices Conchita Carpio Morales (chairman, ponente and now a member of this Court) Candido V. Rivera and Rebecca de Guia-Salvador.
[3] Assailed Decision, p. 9; rollo, p. 57. The Petition does not mention, however, the CA's January 16, 2002 Resolution, which denied the Motion for Reconsideration.
[4] Penned by Judge Florencio A. Ruiz Jr. of the RTC of Cabugao, IIocos Sur.
[5] RTC Decision, p. 19; rollo, p. 48.
[6] Assailed Decision, pp. 1–5; id., pp. 49–53. Citations omitted.
[7] Id., pp. 8 & 56.
[8] This case was deemed submitted for resolution on December 19, 2002, upon receipt by this Court of respondent's Memorandum, which was signed by Attys. Rodrigo Lope S. Quimbo and Alejandre C. Dueñas II of Quisumbing Torres. Petitioners' Memorandum, signed by Attys. Miguel R. Armovit and Rafael R. Armovit of the Law Firm of Raymundo A. Armovit, was received by the Court earlier on November 19, 2002.
[9] Petitioners' Memorandum, p. 21; rollo, p. 126.
[10] Tuazon vs. Court of Appeals, 341 SCRA 707, October 3, 2000; Barrameda vs. Atienza, 369 SCRA 311, November 19, 2001; Mc Engineering, Inc. vs. Court of Appeals, GR No. 104047, April 3, 2002.
[11] Exhibits 1-a, 2-a and 3-a; records, pp. 159–161.
[12] TSN, July 14, 1993, p. 8.

[13] Article 1377 of the Civil Code; Power Commercial and Industrial Corp. vs. Court of Appeals, 274 SCRA 597, June 20, 1997.
[14] Supra at 10.
[15] Batingal vs. Court of Appeals, 351 SCRA 60, February 1, 2001; Atillo III vs. Court of Appeals, 266 SCRA 596, January 23, 1997; Estonina vs. Court of Appeals, 266 SCRA 627, January 27, 1997.
[16] Lustan vs. Court of Appeals, 266 SCRA 663, January 27, 1997; Yobido vs. Court of Appeals, 281 SCRA 1, October 17, 1997.
[17] See the Deposition of Mr. Todd C. Anderson, a witness for respondent, taken before the Philippine Consulate General in Seattle, Washington, on June 17, 1993. Deposition, p. 11; records, p. 198.
[18] 16 SCRA 431, March 30, 1966.
[19] 43 SCRA 397, February 29, 1972.
[20] 64 SCRA 610, June 30, 1975.
[21] GSIS vs. Labung-Deang, 365 SCRA 341, September 17, 2001.
[22] Art. 2219. — Moral damages may be recovered in the following and analogous cases:
(1) A criminal offense resulting in physical injuries;
(2) Quasi-delicts causing physical injuries;
(3) Seduction, abduction, rape, or other lascivious acts;
(4) Adultery or concubinage;
(5) Illegal or arbitrary detention or arrest;
(6) Illegal search;
(7) Libel, slander or any other form of defamation;
(8) Malicious prosecution;
(9) Acts mentioned in Article 309;
(10) Acts and actions referred to in Articles 21, 26, 27, 28, 29, 30, 32, 34 and 35.

See also Philippine Rabbit Bus Lines, Inc. vs. Esguerra, 203 Phil. 107, October 23, 1982; Northwest Orient Airlines vs. Court of Appeals, 186 SCRA 440, June 8, 1990.
[23] Art. 2201; Civil Code.
[24] GSIS vs. Labung-Deang, supra, p. 349; Calalas vs. Court of Appeals, 332 SCRA 356, May 31, 2000.
[25] Article 2232.
[26] Go vs. Intermediate Appellate Court, 197 SCRA 22, 28-29, May 13, 1991; Ventanilla vs. Centeno, 1 SCRA 215, 220, January 28, 1961; Robes-Francisco Realty and Development Corporation vs. Court of First Instance of Rizal (Branch XXXIV), 86 SCRA 59, 65-66, October 30, 1978.
[27] Cojuangco, Jr. vs. Court of Appeals, 369 Phil. 41, July 2, 1999; Pedrosa vs. Court of Appeals, 353 SCRA 620, March 5, 2001; China Air Lines, Ltd. vs. Court of Appeals, 185 SCRA 449, May 18, 1990.
[28] Five years ago, in Japan Airlines vs. Court of Appeals, 355 Phil. 444, August 7, 1998, the Court awarded P100,000 nominal damages to passengers who did not have the same or equal official responsibility or status as herein petitioners.

[29] People vs. Gopio, 346 SCRA 408, November 29, 2000, citing Sumalpong vs. Court of Appeals, 335 Phil. 1218, February 26, 1997.
[30] Exhibit “A”; records, p. 159.
[31] Annex “M” to the original Complaint; id., pp. 51–52.