

SECOND DIVISION

[G.R. No. 142305, December 10, 2003]

SINGAPORE AIRLINES LIMITED, PETITIONER, VS. ANDION FERNANDEZ, RESPONDENT.

DECISION

CALLEJO, SR., J.:

This is a petition for review on certiorari assailing the Decision^[1] of the Court of Appeals which affirmed *in toto* the decision^[2] of the Regional Trial Court of Pasig City, Branch 164 in Civil Case No. 60985 filed by the respondent for damages.

The Case for the Respondent

Respondent Andion Fernandez is an acclaimed soprano here in the Philippines and abroad. At the time of the incident, she was availing an educational grant from the Federal Republic of Germany, pursuing a Master's Degree in Music majoring in Voice.^[3]

She was invited to sing before the King and Queen of Malaysia on February 3 and 4, 1991. For this singing engagement, an airline passage ticket was purchased from petitioner Singapore Airlines which would transport her to Manila from Frankfurt, Germany on January 28, 1991. From Manila, she would proceed to Malaysia on the next day.^[4] It was necessary for the respondent to pass by Manila in order to gather her wardrobe; and to rehearse and coordinate with her pianist her repertoire for the aforesaid performance.

The petitioner issued the respondent a Singapore Airlines ticket for Flight No. SQ 27, leaving Frankfurt, Germany on January 27, 1991 bound for Singapore with onward connections from Singapore to Manila. Flight No. SQ 27 was scheduled to leave Frankfurt at 1:45 in the afternoon of January 27, 1991, arriving at Singapore at 8:50 in the morning of January 28, 1991. The connecting flight from Singapore to Manila, Flight No. SQ 72, was leaving Singapore at 11:00 in the morning of January 28, 1991, arriving in Manila at 2:20 in the afternoon of the same day.^[5]

On January 27, 1991, Flight No. SQ 27 left Frankfurt but arrived in Singapore two hours late or at about 11:00 in the morning of January 28, 1991. By then, the aircraft bound for Manila had left as scheduled, leaving the respondent and about 25 other passengers stranded in the *Changi* Airport in Singapore.^[6]

Upon disembarkation at Singapore, the respondent approached the transit counter who referred her to the nightstop counter and told the lady employee thereat that it was important for her to reach Manila on that day, January 28, 1991. The lady employee told her that there were no more flights to Manila for that day and that

respondent had no choice but to stay in Singapore. Upon respondent's persistence, she was told that she can actually fly to Hong Kong going to Manila but since her ticket was non-transferable, she would have to pay for the ticket. The respondent could not accept the offer because she had no money to pay for it.^[7] Her pleas for the respondent to make arrangements to transport her to Manila were unheeded.^[8]

The respondent then requested the lady employee to use their phone to make a call to Manila. Over the employees' reluctance, the respondent telephoned her mother to inform the latter that she missed the connecting flight. The respondent was able to contact a family friend who picked her up from the airport for her overnight stay in Singapore.^[9]

The next day, after being brought back to the airport, the respondent proceeded to petitioner's counter which says: "Immediate Attention To Passengers with Immediate Booking." There were four or five passengers in line. The respondent approached petitioner's male employee at the counter to make arrangements for immediate booking only to be told: "Can't you see I am doing something." She explained her predicament but the male employee uncaringly retorted: "It's your problem, not ours."^[10]

The respondent never made it to Manila and was forced to take a direct flight from Singapore to Malaysia on January 29, 1991, through the efforts of her mother and travel agency in Manila. Her mother also had to travel to Malaysia bringing with her respondent's wardrobe and personal things needed for the performance that caused them to incur an expense of about P50,000.^[11]

As a result of this incident, the respondent's performance before the Royal Family of Malaysia was below par. Because of the rude and unkind treatment she received from the petitioner's personnel in Singapore, the respondent was engulfed with fear, anxiety, humiliation and embarrassment causing her to suffer mental fatigue and skin rashes. She was thereby compelled to seek immediate medical attention upon her return to Manila for "acute urticaria."^[12]

On June 15, 1993, the RTC rendered a decision with the following dispositive portion:

ACCORDINGLY and as prayed for, defendant Singapore Airlines is ordered to pay herein plaintiff Andion H. Fernandez the sum of:

1. FIFTY THOUSAND (P50,000.00) PESOS as compensatory or actual damages;
2. TWO HUNDRED and FIFTY THOUSAND (P250,000.00) PESOS as moral damages considering plaintiff's professional standing in the field of culture at home and abroad;
3. ONE HUNDRED THOUSAND (P100,000.00) PESOS as exemplary damages;
4. SEVENTY-FIVE THOUSAND (P75,000.00) PESOS as attorney's fees; and

5. To pay the costs of suit.

SO ORDERED.^[13]

The petitioner appealed the decision to the Court of Appeals.

On June 10, 1998, the CA promulgated the assailed decision finding no reversible error in the appealed decision of the trial court.^[14]

Forthwith, the petitioner filed the instant petition for review, raising the following errors:

I

THE HONORABLE COURT OF APPEALS ERRED IN AFFIRMING IN TOTO THE DECISION OF THE TRIAL COURT THAT AWARDED DAMAGES TO RESPONDENT FOR THE ALLEGED FAILURE OF THE PETITIONER TO EXERCISE EXTRAORDINARY DILIGENCE.

II

THE HONORABLE COURT OF APPEALS ERRED IN HOLDING THAT THE PETITIONER ACTED IN BAD FAITH.

III

THE HONORABLE COURT OF APPEALS ERRED IN DISMISSING THE PETITIONER'S COUNTERCLAIMS.^[15]

The petitioner assails the award of damages contending that it exercised the extraordinary diligence required by law under the given circumstances. The delay of Flight No. SQ 27 from Frankfurt to Singapore on January 28, 1991 for more than two hours was due to a fortuitous event and beyond petitioner's control. Inclement weather prevented the petitioner's plane coming from Copenhagen, Denmark to arrive in Frankfurt on time on January 27, 1991. The plane could not take off from the airport as the place was shrouded with fog. This delay caused a "snowball effect" whereby the other flights were consequently delayed. The plane carrying the respondent arrived in Singapore two (2) hours behind schedule.^[16] The delay was even compounded when the plane could not travel the normal route which was through the Middle East due to the raging Gulf War at that time. It had to pass through the restricted Russian airspace which was more congested.^[17]

Under these circumstances, petitioner therefore alleged that it cannot be faulted for the delay in arriving in Singapore on January 28, 1991 and causing the respondent to miss her connecting flight to Manila.

The petitioner further contends that it could not also be held in bad faith because its personnel did their best to look after the needs and interests of the passengers including the respondent. Because the respondent and the other 25 passengers missed their connecting flight to Manila, the petitioner automatically booked them to the flight the next day and gave them free hotel accommodations for the night. It

was respondent who did not take petitioner's offer and opted to stay with a family friend in Singapore.

The petitioner also alleges that the action of the respondent was baseless and it tarnished its good name and image earned through the years for which, it was entitled to damages in the amount of P1,000,000; exemplary damages of P500,000; and attorney's fees also in the amount of P500,000.^[18]

The petition is barren of merit.

When an airline issues a ticket to a passenger, confirmed for a particular flight on a certain date, a contract of carriage arises. The passenger then has every right to expect that he be transported on that flight and on that date. If he does not, then the carrier opens itself to a suit for a breach of contract of carriage.^[19]

The contract of air carriage is a peculiar one. Imbued with public interest, the law requires common carriers to carry the passengers safely as far as human care and foresight can provide, using the utmost diligence of very cautious persons with due regard for all the circumstances.^[20] In an action for breach of contract of carriage, the aggrieved party does not have to prove that the common carrier was at fault or was negligent. All that is necessary to prove is the existence of the contract and the fact of its non-performance by the carrier.^[21]

In the case at bar, it is undisputed that the respondent carried a confirmed ticket for the two-legged trip from Frankfurt to Manila: 1) Frankfurt-Singapore; and 2) Singapore-Manila. In her contract of carriage with the petitioner, the respondent certainly expected that she would fly to Manila on Flight No. SQ 72 on January 28, 1991. Since the petitioner did not transport the respondent as covenanted by it on said terms, the petitioner clearly breached its contract of carriage with the respondent. The respondent had every right to sue the petitioner for this breach. The defense that the delay was due to fortuitous events and beyond petitioner's control is unavailing. In *PAL vs. CA*,^[22] we held that:

.... Undisputably, PAL's diversion of its flight due to inclement weather was a fortuitous event. Nonetheless, such occurrence did not terminate PAL's contract with its passengers. Being in the business of air carriage and the sole one to operate in the country, PAL is deemed to be equipped to deal with situations as in the case at bar. What we said in one case once again must be stressed, i.e., the relation of carrier and passenger continues until the latter has been landed at the port of destination and has left the carrier's premises. Hence, PAL necessarily would still have to exercise extraordinary diligence in safeguarding the comfort, convenience and safety of its stranded passengers until they have reached their final destination...

...

"...If the cause of non-fulfillment of the contract is due to a fortuitous event, it has to be the sole and only cause (Art. 1755 C.C., Art. 1733 C.C.). Since part of the failure to comply with the obligation of common carrier to deliver its