

## FIRST DIVISION

[ G.R. No. 135802, March 03, 2000 ]

**PRISCILLA L. TAN, PETITIONER, VS. NORTHWEST AIRLINES,  
INC., RESPONDENT.**

### D E C I S I O N

**PARDO, J.:**

Petitioner Priscilla L. Tan appeals *via* certiorari from the decision of the Court of Appeals<sup>[1]</sup> affirming with modification<sup>[2]</sup> the decision of the trial court,<sup>[3]</sup> ordering respondent to pay petitioner the following amounts: (1) P15,000.00, as actual damages; (2) P100,000.00, as moral damages; (3) P50,000.00, as exemplary damages; (4) P30,000.00, as and for attorney's fees; and (6) costs.

The case before the Court traces its roots from an action for damages for breach of contract of air carriage for failure to deliver petitioner's baggages on the date of her arrival filed on June 29, 1994 with the Regional Trial Court, Makati, Branch 150 against respondent Northwest Airlines, Inc., a foreign corporation engaged in the business of air transportation.

The antecedent facts are as follows:

On May 31, 1994, Priscilla L. Tan and Connie Tan boarded Northwest Airlines Flight 29 in Chicago, U. S. A. bound for the Philippines, with a stop-over at Detroit, U. S. A. They arrived at the Ninoy Aquino International Airport (NAIA) on June 1, 1994 at about 10:40 in the evening.

Upon their arrival, petitioner and her companion Connie Tan found that their baggages were missing. They returned to the airport in the evening of the following day and they were informed that their baggages might still be in another plane in Tokyo, Japan.

On June 3, 1994, they recovered their baggages and discovered that some of its contents were destroyed and soiled.

Claiming that they "suffered mental anguish, sleepless nights and great damage" because of Northwest's failure to inform them in advance that their baggages would not be loaded on the same flight they boarded and because of their delayed arrival, they demanded from Northwest Airlines compensation for the damages they suffered. On June 15, 1994 and June 22, 1994, petitioner sent demand letter to Northwest Airlines, but the latter did not respond. Hence, the filing of the case with the regional trial court.

In its answer to the complaint, respondent Northwest Airlines did not deny that the baggages of petitioners were not loaded on Northwest Flight 29. Petitioner's

baggages could not be carried on the same flight because of "weight and balance restrictions." However, the baggages were loaded in another Northwest Airlines flight, which arrived in the evening of June 2, 1994.

When petitioner received her baggages in damaged condition, Northwest offered to either (1) reimburse the cost or repair of the bags; or (2) reimburse the cost for the purchase of new bags, upon submission of receipts.

After due trial, on June 10, 1996, the trial court rendered decision finding respondent Northwest Airlines, Inc. liable for damages, as follows:

"WHEREFORE, judgement is hereby rendered ordering the defendant to pay the plaintiff the following amounts:

1. P15,000.00, as actual damages;
2. P100,000.00, as moral damages;
3. P50,000.00, as exemplary damages;
4. P30,000.00, as and for attorney's fees and
5. Costs.

"SO ORDERED.

"Given this 10th day of June, 1996 at Makati City.

"ERNA FALLORAN ALIPOSA  
"Judge"[4]

Respondent Northwest Airlines, Inc. appealed from the trial court's decision to the Court of Appeals contending that the court a quo erred in finding it guilty of breach of contract of carriage and of willful misconduct and awarded damages which had no basis in fact or were otherwise excessive.

On September 30, 1998, the Court of Appeals promulgated its decision partially granting the appeal by deleting the award of moral and exemplary damages and reducing the attorney's fees, specifically providing that:

**"WHEREFORE, PREMISES CONSIDERED,** the appeal is hereby **GRANTED** partially. The Decision of the lower court dated June 10, 1996 is **AFFIRMED** with the modification that the award of moral and exemplary damages is deleted and the amount of attorney's fees is reduced to ten thousand pesos (P10,000.00).

"No pronouncement as to costs.

**"SO ORDERED."**[5]

Hence, this appeal.[6]