

THIRD DIVISION

[G.R. No. 118664, August 07, 1998]

**JAPAN AIRLINES, PETITIONER, VS. THE COURT OF APPEALS
ENRIQUE AGANA, MARIA ANGELA NINA AGANA, ADALIA B.
FRANCISCO AND JOSE MIRANDA, RESPONDENTS.**

D E C I S I O N

ROMERO, J.:

Before us is an appeal by certiorari filed by petitioner Japan Airlines, Inc. (JAL) seeking the reversal of the decision of the Court of Appeals,^[1] which affirmed with modification the award of damages made by the trial court in favor of herein private respondents Enrique Agana, Maria Angela Nina Agana, Adelia Francisco and Jose Miranda.

On June 13, 1991, private respondent Jose Miranda boarded JAL flight No. JL 001 in San Francisco, California bound for Manila. Likewise, on the same day private respondents Enrique Agana, Maria Angela Nina Agana and Adelia Francisco left Los Angeles, California for Manila via JAL flight No. JL 061. As an incentive for travelling on the said airline, both flights were to make an overnight stopover at Narita, Japan, at the airlines' expense, thereafter proceeding to Manila the following day.

Upon arrival at Narita, Japan on June 14, 1991, private respondents were billeted at Hotel Nikko Narita for the night. The next day, private respondents, on the final leg of their journey, went to the airport to take their flight to Manila. However, due to the Mt. Pinatubo eruption, unrelenting ashfall blanketed Ninoy Aquino International Airport (NAIA), rendering it inaccessible to airline traffic. Hence, private respondents' trip to Manila was cancelled indefinitely.

To accommodate the needs of its stranded passengers, JAL rebooked all the Manila-bound passengers on flight No. 741 due to depart on June 16, 1991 and also paid for the hotel expenses for their unexpected overnight stay. On June 16, 1991, much to the dismay of the private respondents, their long anticipated flight to Manila was again cancelled due to NAIA's indefinite closure. At this point, JAL informed the private respondents that it would no longer defray their hotel and accommodation expense during their stay in Narita.

Since NAIA was only reopened to airline traffic on June 22, 1991, private respondents were forced to pay for their accommodations and meal expenses from their personal funds from June 16 to June 21, 1991. Their unexpected stay in Narita ended on June 22, 1991 when they arrived in Manila on board JL flight No. 741.

Obviously, still reeling from the experience, private respondents, on July 25, 1991, commenced an action for damages against JAL before the Regional Trial Court of Quezon City, Branch 104.^[2] To support their claim, private respondents asserted

that JAL failed to live up to its duty to provide care and comfort to its stranded passengers when it refused to pay for their hotel and accommodation expenses from June 16 to 21, 1991 at Narita, Japan. In other words, they insisted that JAL was obligated to shoulder their expenses as long as they were still stranded in Narita. On the other hand, JAL denied this allegation and averred that airline passengers have no vested right to these amenities in case a flight is cancelled due to "force majeure."

On June 18, 1992, the trial court rendered its judgment in favor of private respondents holding JAL liable for damages, viz.:

"WHEREFORE, judgment is rendered in favor of plaintiffs ordering the defendant Japan Airlines to pay the plaintiffs Enrique Agana, Adalia B. Francisco and Maria Angela Nina Agana the sum of One million Two Hundred forty-six Thousand Nine Hundred Thirty-Six Pesos (P1,246,936.00) and Jose Miranda the sum of Three Hundred Twenty Thousand Six Hundred sixteen and 31/100 (P320,616.31) as actual, moral and exemplary damages and pay attorney's fees in the amount of Two Hundred Thousand Pesos (P200,000.00), and to pay the costs of suit."

Undaunted, JAL appealed the decision before the Court of Appeals, which, however, with the exception of lowering the damages awarded affirmed the trial court's finding,^[3] thus:

"Thus, the award of moral damages should be as it is hereby reduced to P200,000.00 for each of the plaintiffs, the exemplary damages to P300,000.00 and the attorney's fees to P100,000.00 plus the costs.

WHEREFORE, with the foregoing Modification, the judgment appealed from is hereby AFFIRMED in all other respects."

JAL filed a motion for reconsideration which proved futile and unavailing.^[4]

Failing in its bid to reconsider the decision, JAL has now filed this instant petition.

The issue to be resolved is whether JAL, as a common carrier has the obligation to shoulder the hotel and meal expenses of its stranded passengers until they have reached their final destination, even if the delay were caused by "*force majeure*."

To begin with, there is no dispute that the Mt. Pinatubo eruption prevented JAL from proceeding to Manila on schedule. Likewise, private respondents concede that such event can be considered as "force majeure" since their delayed arrival in Manila was not imputable to JAL.^[5]

However, private respondents contend that while JAL cannot be held responsible for the delayed arrival in Manila, it was nevertheless liable for their living expenses during their unexpected stay in Narita since airlines have the obligation to ensure the comfort and convenience of its passengers. While we sympathize with the private respondents' plight, we are unable to accept this contention.

We are not unmindful of the fact that in a plethora of cases we have consistently