

## **The Manila METEOR**

September 19, 2001

Vol. I No. 45

### **DID THEY OR DID THEY NOT?**

**By: Gregorio M. Batiller, Jr.**

At issue in this action for recovery of damages arising from breach of contract of carriage is the amount of evidence needed to obtain a favorable judgment.

Angel bought from United Airlines three VUSA tickets from himself, his wife and son to visit the cities of Washington DC, Chicago and Los Angeles. All flights had been previously confirmed by United Airlines. Having used the first coupon to DC and while at the Washington Dulles Airport, Angel amended his itinerary, paid the penalty for rewriting their tickets and was issued tickets with corresponding boarding passes with the words: "Check-in-required." And this was the root of Angel's woes. They were then set to leave for LA to San Francisco but were bumped off because the flight was overbooked.

Angel claimed that their seats were awarded to three other passengers with Caucasian features and were subjected to indignities by the United Airlines clerk on duty. The plane even took off with their baggage in tow. United Airlines offered them \$50 each for their predicament which they promptly declined.

For its part United Airlines claimed that Angel and the family had only themselves to blame since they failed to check-in as required by their revised tickets.

The RTC ruled in favor of the carrier and dismissed the case. The Court of Appeals reversed the RTC's decision. The Court of Appeals ruled that there was an admission on the part of the United Airlines that Angel and family did in fact observe the check-in requirement. The Court of Appeals then awarded the plaintiffs moral and exemplary damages in the amount of P200,000 each.

The Supreme Court reversed the Court of Appeals' ruling. It noted that the plaintiffs alleged in their complaint that they complied with the check-in requirement; and that United Airlines in its answer denied the plaintiffs' allegations for lack of knowledge and information. The Supreme Court conceded that the rule authorizing an answer that the defendant has no knowledge and information sufficient to form a belief as to the truth of an averment and giving such answer the effect of a denial, does not apply where the fact as to which want of knowledge is asserted is so plainly and necessarily within the defendant's knowledge that his averment of ignorance must be

palpably untrue. And whether or not Angel and family promptly checked in at the designated counter must necessarily be within United Airlines' knowledge.

However, while there was no effective specific denial as to the fact of compliance with the check-in requirement, the high court observed that Angel proceeded to present evidence to support his contention that they did comply with the check-in requirement and United Airlines was also allowed to present evidence in support of its contention that there was no compliance with the check-in requirement. So Angel is deemed to have waived the cited rule on admission.

The Supreme Court proceeded to rule that plaintiff Angel's evidence was not sufficient to sustain their cause of action. It observed that plaintiff Angel's evidence was not sufficient to sustain their cause of action. It observed that plaintiffs' boarding passes did not indicate any seat number. Hence, it ruled that it was inclined to agree with the conclusion of the RTC that Angel and family failed to comply with the check-in requirement.

(Note: While I am able to follow and appreciate the logic of the high court's decision, I am at a loss to explain how it is that Angel and family's luggage were loaded onto the United Airlines plane without their having checked in those luggage. And while it is true that their boarding passes did not indicate any seat number, how did their luggage get loaded into the plane?)

The high court additionally observed that while there was an admission on the part of United Airlines that they were overbooked on that particular flight, it was incumbent on Angel to prove that the percentage of overbooking exceeded 10 percent of seating capacity of the aircraft. My only comment as to that particular portion of the decision is: easier said than done. I sincerely doubt if the United Airlines would have been willing to disclose the percentage of overbooking. I believe proof of compliance with the allowed percentage of overbooking should have been United Airlines' burden.

(United Airlines vs. CA, et al. G.R. No. 124110, April 20, 2001)