Chapter 1

Obligation – a juridical necessity to give, to do or not to do
Debtor/Obigor – bound to the fulfillment of the obligation
Creditor/Obligee – person entitled to demand

KINDS OF OBLIGATIONS
1. Real Obligation – Obligation to give
2. Personal Obligation – obligation to do or not to do
   a. Positive personal obligation – To do
   b. Negative personal obligation – not to do/give

Art 1157
Obligations arise from:
1. Law – imposed by law itself
2. Contracts – stipulation of the parties
3. Quasi Contracts – no ones can be unjustly enriched at the expense of another
   a. Negotiorum gestio – voluntary management of the property of affairs of another
   b. Solution indebiti – something is received when there is no right to demand (no right to receive OR delivered through mistake)
4. Crimes – punishable by law, arise from civil liabilities
5. Quasi delicts – arise from damage caused by another. (no relationship)
   a. Act or omission
   b. Fault of negligence
   c. Damage caused
   d. Direct relation of act and damage
   e. No relationship

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<thead>
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<th>Crimes VS Quasi Delict</th>
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<tbody>
<tr>
<td>1. criminal of malicious intent</td>
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<td>2. punishment</td>
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<td>3. affects public interest</td>
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<td>4. criminal AND civil liabilities</td>
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<td>5. can NOT be compromised by the parties themselves</td>
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<td>6. guilt must be proved beyond reasonable doubt</td>
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Art 1159
Obligations arising from contracts have the force of law between the contracting parties and should be complied with in good faith

SCOPE OF CIVIL LIABILITY
1. restitution
2. reparation of damage caused
3. indemnification for consequential damages