

## THIRD DIVISION

[G.R. No. 115497. September 16, 1996]

**INTERORIENT MARITIME ENTERPRISES, INC., FIRCROFT SHIPPING CORPORATION and TIMES SURETY & INSURANCE CO., INC.,  
*petitioners*, vs. NATIONAL LABOR RELATIONS COMMISSION and  
CONSTANCIA PINEDA, *respondents*.****D E C I S I O N****PANGANIBAN, J.:**

Are the local crewing or manning agent and its foreign principal (the shipowner) liable for the death of a Filipino seaman-employee who, after having been discharged, was killed in transit while being repatriated home?

The instant petition<sup>[1]</sup> seeks the reversal and/or modification of the Resolution<sup>[2]</sup> dated March 30, 1994 of public respondent National Labor Relations Commission<sup>[3]</sup> dismissing the appeals of petitioners and affirming the decision dated November 16, 1992<sup>[4]</sup> of Philippine Overseas Employment Administration (POEA) Administrator Felicisimo C. Joson, which ordered that:<sup>[5]</sup>

WHEREFORE, in view of the foregoing consideration, respondents are hereby jointly and severally held liable to pay the complainant the following amounts:

1. P130,000.00 as death compensation benefits.
2. P18,000.00 as burial expenses.

**The Facts**

The proceedings below originated as a claim for death compensation benefits filed by Constancia Pineda as heir of her deceased son, seaman Jeremias Pineda, against Interiorient Maritime Enterprises, Inc. and its foreign principal, Fircroft Shipping Corporation and the Times Surety and Insurance Co., Inc. The following facts were found by the POEA Administrator:<sup>[6]</sup>

As can be gathered from the records of the case, it was alleged that deceased seaman, Jeremias Pineda was contracted to work as Oiler on board the vessel, MV Amazonia, owned and operated by its foreign principal, Fircroft Shipping Corporation for a period of nine (9) months with additional three (3) months upon mutual consent of both parties with a monthly basic salary of US\$276.00 plus fixed overtime rate of US\$83.00 and a leave pay of 2 1/2 days per month; that on October 2, 1989, he met his death when he was shot by a Thai Policeman in Bangkok, Thailand; that considering that the deceased seaman was suffering from mental disorders aggravated by threats on his life by his fellow seamen, the Ship Captain should not have allowed him to travel alone.

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In its Answer/Position Paper, respondent agency averred that deceased seaman signed a contract of employment as Oiler for a period of nine (9) months with additional three (3) months upon mutual consent of both parties with a monthly salary of US\$276.00, fixed overtime rate of US\$83.00; that on December 21, 1988, deceased seaman joined the vessel MV Amazonia and proceeded to discharge his duties as Oiler; that on September 28, 1989, he finished his contract and was discharged from the port of Dubai for repatriation to Manila; that his flight schedule from Dubai to the Philippines necessitated a stopover at Bangkok, Thailand, and during said stopover he disembarked on his own free will and failed to join the connecting flight to Hongkong with final destination to Manila; that on October 5, 1990, it received a fax transmission from the Department of Foreign Affairs to the effect that Jeremias Pineda was shot by a Thai Officer on duty on October 2, 1989 at around 4:00 P.M.; that the police report submitted to the Philippine Embassy in Bangkok confirmed that it was Pineda who approached and tried to stab the police sergeant with a knife and that therefore he was forced to pull out his gun and shot Pineda; that they are not liable to pay any death/burial benefits pursuant to the provisions of Par. 6, Section C, Part II, POEA Standard Format of Employment which state(s) that no compensation shall be payable in respect of any injury, (in)capacity, disability or death resulting from a willful (sic) act on his own life by the seaman; that the deceased seaman died due to his own wilfull (sic) act in attacking a policeman in Bangkok who shot him in self-defense.

After the parties presented their respective evidence, the POEA Administrator rendered his decision holding petitioners liable for death compensation benefits and burial expenses.

Petitioners appealed the POEA decision to the public respondent. In a Decision dated March 30, 1994, public respondent upheld the POEA.

Thus, this recourse to this Court by way of a special civil action for *certiorari* per Rule 65 of the Rules of Court.

### **The Issues**

The petitioners made the following assignment of errors:

Respondent NLRC committed a grave abuse of discretion in ruling that herein petitioners are liable for death compensation benefits despite the fact that there is no direct evidence proving that Pineda was mentally sick at the time of repatriation.

Respondent NLRC committed a serious error of law in not upholding the provisions of Par. 6, Section C, Part II of the POEA standard format Contract of Employment.

Respondent NLRC committed a grave abuse of discretion in finding for compensability of Pinedas death when respondents (should read petitioners) have proven that his death was not work-connected.

The principal issue in this case is whether the petitioners can be held liable for the death of seaman Jeremias Pineda.

The petitioners challenge the factual bases of the NLRC Decision, and argue that there was no evidence, whether documentary or testimonial, that the deceased Pineda, at the time of his repatriation was not in full control of his mental faculties, and that there (was) no showing that seaman Pineda acted strangely when he disembarked from the vessel in Dubai where he was discharged, and from which point he flew to Bangkok without any untoward incident during the entire trip. They thus insist that they were under no obligation to have Pineda accompanied home when he was discharged at the end of the contract term of nine months, that they were in no position to control the deceaseds movements and behavior after he was repatriated and therefore should not be held answerable for the deceaseds own voluntary acts, and that the

deceased could have, while in Bangkok, ingested some drugs or other mind-altering substance resulting in his aggressive behavior and untimely demise.

## The Courts Ruling

### *Procedural and Substantive Defects*

At the outset, we note that the petition suffers from serious procedural defects that warrant its being dismissed outright. Petitioners acted prematurely, not having filed any motion for reconsideration with the public respondent before bringing the instant petition to this Court. This constitutes a fatal infirmity.

x x x The unquestioned rule in this jurisdiction is that certiorari will lie only if there is no appeal or any other plain, speedy and adequate remedy in the ordinary course of law against the acts of public respondent. In the instant case, the plain and adequate remedy expressly provided by the law was a motion for reconsideration of the assailed decision, based on palpable or patent errors, to be made under oath and filed within ten (10) calendar days from receipt of the questioned decision.<sup>[7]</sup>

(T)he filing of such a motion is intended to afford public respondent an opportunity to correct any actual or fancied error attributed to it by way of a re-examination of the legal and factual aspects of the case. Petitioners inaction or negligence under the circumstances is tantamount to a deprivation of the right and opportunity of the respondent Commission to cleanse itself of an error unwittingly committed or to vindicate itself of an act unfairly imputed. x x x<sup>[8]</sup>

x x x And for failure to avail of the correct remedy expressly provided by law, petitioner has permitted the subject Resolution to be come final and executory after the lapse of the ten day period within which to file such motion for reconsideration.<sup>[9]</sup>

But even if the aforesaid procedural defect were to be overlooked, the instant petition nevertheless suffers from serious substantive flaws. The petition assails the Resolution of the respondent Commission as lacking factual and legal bases to support the same. A petition for *certiorari* under Rule 65 of the Rules of Court will lie only in cases where a grave abuse of discretion or an act without or in excess of jurisdiction is clearly shown to have been committed by the respondent Commission, and this Courts jurisdiction to review decisions or resolutions of the respondent NLRC does not include a correction of its evaluation of the evidence.<sup>[10]</sup> Moreover, it is a fundamental rule that the factual findings of quasi-judicial agencies like the respondent NLRC, if supported by substantial evidence, are generally accorded not only great respect but even finality, and are binding upon this Court, unless the petitioner is able to clearly demonstrate that respondent Commission had arbitrarily disregarded evidence before it or had misapprehended evidence to such an extent as to compel a contrary conclusion if such evidence had been properly appreciated.<sup>[11]</sup>

### **First Issue: No Direct Evidence of Mental State?**

At any rate, even disregarding for the nonce the substantive as well as procedural defects discussed above, a judicious review of the records of this case turns up no indication whatsoever that the respondent Commission committed any grave abuse or acted beyond or without jurisdiction. On the contrary, the petitioners contention that the assailed Resolution has

no factual and legal bases is belied by the adoption with approval by the public respondent of the findings of the POEA Administrator, which recites at length the reasons for holding that the deceased Pineda was mentally sick prior to his death and concomitantly, was no longer in full control of his mental faculties.

First, a word about the evidence supporting the findings of the POEA Administrator. We have held that claims of overseas workers against their foreign employers should not be subjected to the rules of evidence and procedure that courts usually apply to other complainants who have more facility in obtaining the required evidence to prove their demands.<sup>[12]</sup> Section 5, Rule 133 of the Rules of Court provides that in cases filed before administrative or quasi-judicial bodies (like the POEA), a fact may be deemed established if it is supported by substantial evidence, i.e., that amount of evidence which a reasonable mind might accept as adequate to justify a conclusion.<sup>[13]</sup> In this instance, seaman Pineda, who was discharged in Dubai, a foreign land, could not reasonably be expected to immediately resort to and avail of psychiatric examination, assuming that he was still capable of submitting himself to such examination at that time, not to mention the fact that when he disembarked in Dubai, he was already discharged and without employment -- his contract having already run its full term -- and he had already been put on a plane bound for the Philippines. This explains the lack or absence of direct evidence showing his mental state.

The circumstances prior to and surrounding his death, however, provide substantial evidence of the existence of such mental defect or disorder. Such mental disorder became evident when he failed to join his connecting flight to Hongkong, having during said stopover wandered out of the Bangkok airports immigration area on his own. We can perceive no sane and sufficient reason for a Pinoy overseas contract worker or seaman to want to while away his time in a foreign land, when he is presumably unfamiliar with its native tongue, with nothing to do and no source of income, and after having been absent from kith and kin, hearth and home for almost an entire year. Nor can we find any plausible reason for him to be wielding a knife and scaring away passersby, and even taking a stab at an armed policeman, unless he is no longer in full possession of his sanity. To our mind, these circumstances are sufficient in themselves to produce a firm conviction that the deceased seaman in this case was no longer in full control of his senses when he left his work. To reiterate, in this case, no more than substantial evidence is required.

### **Second Issue: *Employer Exempted from Liability?***

It is petitioners contention that Pinedas death caused by his own willful act of attacking a Thai policeman and getting shot at in self-defense is not compensable, inasmuch as Par. 6, Section C, Part II of the POEAs Standard Format Contract of Employment for Seamen states that:

No compensation shall be payable in respect of any injury, incapacity, disability or death resulting from a (deliberate or) willful act on his own life by the seaman(,) provided, however, that the employer can prove that such injury, incapacity, disability or death is directly attributable to the seaman. (underscoring supplied).

Moreover, petitioners contend that this Court already held in the case of *Mabuhay Shipping Services, Inc. vs. NLRC and Cecilia Sentina*<sup>[14]</sup> that the employer is not liable for the willful act of an employee on his own life. Further, Article 172 of the Labor Code provides for a limitation on the liability of the State Insurance Fund when the disability or death was occasioned by the employees intoxication, willful intention to injure or kill himself or another, notorious negligence x x x.

Petitioners are in error. This Court agrees with the POEA Administrator that seaman Pineda was no longer acting sanely when he attacked the Thai policeman. The report of the Philippine Embassy in Thailand dated October 9, 1990 depicting the deceaseds strange behavior shortly before he was shot dead, after having wandered around Bangkok for four days, clearly shows that the man was not in full control of his own self:<sup>[15]</sup>

(CAD) IN REPLY TO TELEX SENT TO EMBASSY BY ADM. SARMIENTO/DELA ROSA OF OWWA/DOLE RE CAUSE OF DEATH OF DECEASED SEAMAN JEREMIAS PINEDA, KINDLY ADVISE HIS OFFICE THAT SUBJECT ARRIVED BANGKOK 1515H ON BOARD XC903 ON A STOP OVER FLIGHT FROM DUBAI ON HIS WAY TO HONGKONG PROCEEDING TO MANILA. UNFORTUNATELY PINEDA FAILED TO TAKE THE SAME FLIGHT OUT AT 1630H, CHECKED OUT OF IMMIGRATION, WENT OUT OF AIRPORT AND WANDERED OUT AND FEW DAYS LATER MET HIS UNTIMELY DEMISE. PLS. REFER TO OURAD DATED 5 OCT 89 QUOTING FULL TEXT OF POLICE REPORT ADDRESSED TO THIS EMBASSY RECOUNTING INCIDENT LEADING TO FATAL SHOOTING OF PINEDA. KINDLY FURNISH OWWA/DOLE FULL TEXT OF SAID REPORT FOR THEIR INFO.

PER REPORT RECEIVED FROM AIRPORT PERSONNEL PINEDA WAS ACTING STRANGELY, REFUSED TO BOARD HIS SCHEDULED FLIGHT AND DISAPPEARED FROM AIRPORT. POLICE REPORT ALSO CONFIRMED HIS STRANGE BEHAVIOR LEADING TO HIS ARREST, THEN RUNNING AMOK AND CAUSING TROUBLE TO PASSERS AND ATTEMPT TO STAB THE DUTY POLICEMAN WHO TRIED TO PACIFY HIM.

PINEDA SEEMED TO HAVE BEEN SUFFERING FROM SOME MENTAL DISORDER AS CAN BE GLEANED FROM HIS PERSONAL LETTERS DISCOVERED AMONG HIS PERSONAL EFFECTS. HE COMPLAINED OF SUFFERING FROM SEVERE HEAD PAINS AND EVEN REPORTED TO CAPTAIN OF A SHIP ABOUT THREATS ON HIS LIFE BY FELLOW SEAMAN WHICH INVARIABLY LEAD (sic) TO HIS BEING REPATRIATED HOME WHICH GREATLY AFFECTED HIS DISPOSITION.

SUGGEST DOLE CONTACT CAPTAIN OF M/V AMAZON (sic) AND ASCERTAIN AS TO WHY PINEDA HAVE (sic) TO DISEMBARK AND SUBSEQUENTLY REPATRIATED. IF PINEDA WAS ALREADY SUFFERING FROM MENTAL DISORDER AS FEARED, HE SHOULD HAVE NOT BEEN ALLOWED TO TRAVEL HOME ALONE AND SHOULD HAVE BEEN ACCOMPANIED BY A PHYSICIAN. (underscoring supplied)

The POEA Administrator ruled, and this Court agrees, that since Pineda attacked the Thai policeman when he was no longer in complete control of his mental faculties, the aforementioned provision of the Standard Format Contract of Employment exempting the employer from liability should not apply in the instant case. Firstly, the fact that the deceased suffered from mental disorder at the time of his repatriation means that he must have been deprived of the full use of his reason, and that thereby, his will must have been impaired, at the very least. Thus, his attack on the policeman can in no wise characterized as a deliberate, willful or voluntary act on his part. Secondly, and apart from that, we also agree that in light of the deceaseds mental condition, petitioners should have observed some precautionary measures and should not have allowed said seaman to travel home alone,<sup>[16]</sup> and their failure to do so rendered them liable for the death of Pineda. Indeed, the obligations and liabilities of the (herein petitioners) do not end upon the expiration of the contracted period as (petitioners are) duty bound to repatriate the seaman to the point of hire to effectively terminate the contract of employment.<sup>[17]</sup>

The instant case should be distinguished from the case of *Mabuhay*, where the deceased, Romulo Sentina, had been in a state of intoxication, then ran amuck and inflicted injury upon another person, so that the latter in his own defense fought back and in the process killed

Sentina. Previous to said incident, there was no proof of mental disorder on the part of Sentina. The cause of Sentinas death is categorized as a deliberate and willful act on his own life directly attributable to him. But seaman Pineda was not similarly situated.

Incidentally, petitioners conjecture that the deceased could have been on drugs when he assaulted the policeman. If this had been the case, the Thai police and the Philippine Embassy in Bangkok would most certainly have made mention thereof in their respective reports. But they did not do so.

### Third Issue: *Was Death Work-Related?*

Petitioners further argue that the cause of Pinedas death is not one of the occupational diseases listed by law, and that in the case of *De Jesus vs. Employees Compensation Commission*,<sup>[18]</sup> this Court held that x x x for the sickness and the resulting disability or death to be compensable, the sickness must be the result of an occupational disease listed under Annex A of the Rules (the Amended Rules on Employees Compensation) with the conditions set therein satisfied; otherwise, proof must be shown that the risk of contracting the disease is increased by the working conditions.<sup>[19]</sup>

Petitioners reliance on *De Jesus* is misplaced, as the death and burial benefits being claimed in this case are not payable by the Employees Compensation Commission and chargeable against the State Insurance Fund. These claims arose from the responsibility of the foreign employer together with the local agency for the safety of the employee during his repatriation and until his arrival in this country, i.e., the point of hire. Though the termination of the employment contract was duly effected in Dubai, still, the responsibility of the foreign employer to see to it that Pineda was duly repatriated to the point of hiring subsisted. Section 4, Rule VIII of the Rules and Regulations Governing Overseas Employment clearly provides for the duration of the mandatory personal accident and life insurance covering accidental death, dismemberment and disability of overseas workers:

Section 4. *Duration of Insurance Coverage.* -- The minimum coverage shall take effect upon payment of the premium and shall be extended worldwide, on and off the job, for the duration of the workers contract plus sixty (60) calendar days after termination of the contract of employment; provided that in no case shall the duration of the insurance coverage be less than one year. (underscoring supplied)

The foreign employer may not have been obligated by its contract to provide a companion for a returning employee, but it cannot deny that it was expressly tasked by its agreement to assure the safe return of said worker. The uncaring attitude displayed by petitioners who, knowing fully well that its employee had been suffering from some mental disorder, nevertheless still allowed him to travel home alone, is appalling to say the least. Such attitude harks back to another time when the landed gentry practically owned the serfs, and disposed of them when the latter had grown old, sick or otherwise lost their usefulness.

**WHEREFORE**, premises considered, the petition is hereby *DISMISSED* and the Decision assailed in this petition is *AFFIRMED*. Costs against petitioners.

**SO ORDERED.**

*Narvasa, C.J. (Chairman), Davide, Jr., Melo, and Francisco, JJ., concur.*

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<sup>[1]</sup> *Rollo*, pp. 2-17.

<sup>[2]</sup> In NLRC NCR CA No. 004354-93; *rollo*, pp. 19-26.



[3] Second Division, composed of Pres. Comm. Edna Bonto-Perez, *ponente*, Comm. Domingo H. Zapanta, concurring, and Comm. Rogelio I. Rayala, dissenting.

[4] In POEA Case No. (M) 90-07-840 entitled "Constancia Pineda vs. Interorient Maritime Enterprises, Inc., Fircroft Shipping Corp., and Times Surety & Ins. Co., Inc."; *rollo*, pp. 30-35.

[5] *Rollo*, p. 35.

[6] *Rollo*, pp. 30-32.

[7] *Restituto C. Palomado vs. National Labor Relations Commission*, G.R. No. 96520, June 28, 1996, at p. 8, citing Sec. 9, Rule X, New Rules of the National Labor Relations Commission.

[8] *Pure Foods Corporation vs. NLRC*, 171 SCRA 415, 425, March 21, 1989. See also *Philippine National Construction Corporation (PNCC) vs. National Labor Relations Commission*, 245 SCRA 668, 674-675, July 7, 1995, citing Florenz D. Regalado, *Remedial Law Compendium*, Vol. I, Fifth Revised Ed. [1988], 459-460, in turn citing *Villa-Rey Transit vs. Bello*, L-18957, 23 April 1963.

[9] *Palomado vs. NLRC*, *supra*.

[10] *Loadstar Shipping Co., Inc. vs. Gallo*, 229 SCRA 654, 659-660, February 4, 1994, cited in *Palomado vs. NLRC*, *supra*.

[11] *St. Mary's College (Tagum, Davao) vs. NLRC*, 181 SCRA 62, 66, January 12, 1990; *Tropical Hut Employees' Union-CGW vs. Tropical Hut Food Market, Inc.*, 181 SCRA 173, 187, January 20, 1990; *Loadstar Shipping Co., Inc. vs. Gallo*, *supra*; *Inter-Orient Maritime Enterprises, Inc. vs. NLRC*, 125 SCRA 268, 277, August 11, 1994; *Five J Taxi vs. NLRC*, 235 SCRA 556, 560, August 22, 1994.

[12] *Cuadra vs. National Labor Relations Commission*, 207 SCRA 279, 282, March 17, 1992.

[13] *Rase vs. National Labor Relations Commission*, 237 SCRA 523, October 7, 1994, citing *Atlas Consolidated Mining and Development Corp. vs. Factoran*, 154 SCRA 49, 54, September 15, 1987. See also *Ang Tibay vs. Court of Industrial Relations*, 69 Phil. 635, 642; *Police Commission vs. Lood*, 127 SCRA 762, February 24, 1984 and *Klaveness Maritime Agency, Inc. vs. Palmos*, 232 SCRA 448, May 20, 1994.

[14] 193 SCRA 141, January 21, 1991.

[15] *Rollo*, pp. 105-106.

[16] *Rollo*, p. 34.

[17] Decision of the POEA Administrator, p. 4; *rollo*, p. 33.

[18] 142 SCRA 92, 96, May 27, 1986.

[19] *Rollo*, p. 15.