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## SECOND DIVISION

[ G.R. No. 206505, July 24, 2013 ]

**JEREME G. VILLANUEVA, SR., PETITIONER, VS. BALIWAG NAVIGATION, INC., VICTORIA VDA. DE TENGCO AND UNITRA MARITIME CO., LTD., RESPONDENT.**

### R E S O L U T I O N

**BRION, J.:**

Before the Court is a petition for review on *certiorari*,<sup>[1]</sup> filed pursuant to Rule 45 of the Rules of Court, assailing the Decision<sup>[2]</sup> dated December 10, 2012 and the Resolution<sup>[3]</sup> dated March 20, 2013 of the Court of Appeals (CA) in CA-G.R. SP No. 114521.

The case arose on February 15, 2006 when petitioner Jereme Villanueva, Sr. filed a complaint for permanent total disability benefits, medical reimbursement, sickness allowance, damages and attorney's fees against respondents Baliwag Navigation, Inc. (*agency*), its President Victoria Vda. de Tengco and its principal Unitra Maritime Co., Ltd.

On May 13, 2003, Villanueva entered into a ten-month employment contract with the respondents as bosun for the vessel *M/S Forestal Gaia*. After his pre-employment medical examination (*PEME*) on July 28, 2003, he was declared fit to work, although the *PEME* report indicated that he had a heart disease. Villanueva joined the vessel *M/S Forestal Gaia* on August 17, 2003. Villanueva alleged that while in the performance of his duties on board the vessel one day, he suddenly felt pain in his chest and experienced difficulty in breathing. He asked for medical assistance but was given only oral medication to alleviate the pain. **He was repatriated on June 24, 2004 upon the expiration of his contract.**

On Villanueva's return to the Philippines, he *allegedly* reported to the agency and asked for a medical check-up, but was only referred to the Centerpoint Medical Services (*Centerpoint*) after several follow-ups. Centerpoint traced his medical history showing that he had a heart disease and declared him unfit to work. The declaration prompted him to ask for sickness allowance and disability benefits from the respondents but his requests were all denied.

At this point, he sought a second opinion from an internist-cardiologist who confirmed that he had a heart disease and declared him unfit for sea duty; he was given a Grade 1 disability rating. On this basis, he filed a formal claim for disability benefits against the respondents.

The respondents denied liability, contending that Villanueva was repatriated not for medical reasons, but for the completion of his contract. They maintained that Villanueva disembarked without any known illness and that his present ailment, if any, is not compensable because it was contracted outside his employment.

In a Decision<sup>[4]</sup> dated June 30, 2006, **Labor Arbiter (LA) Antonio Macam dismissed the complaint for lack of merit**, declaring that Villanueva's heart ailment is not compensable as it was not work-related.

On appeal, the **National Labor Relations Commission (NLRC)** rendered a Decision<sup>[5]</sup> dated March 26, 2008, **affirming in toto LA Macam's ruling**. Villanueva moved for reconsideration, but the NLRC denied the motion. He then sought relief from the CA through a Rule 65 petition for *certiorari* on the issue of whether the NLRC committed grave abuse of discretion in ruling that his ailment is not compensable.

In its now challenged Decision, **the CA denied the petition**, thereby sustaining the NLRC rulings. It brushed off Villanueva's submission that his heart ailment, which he allegedly contracted during his almost twenty (20) years of employment with the respondents, was aggravated by his work on board the vessel *M/S Forestal Gaia*. While the CA acknowledged that under Section 32-A(11) of the 2000 POEA-Standard Employment Contract, an aggravation would make his claimed heart ailment an occupational disease, no substantial evidence supported this situation.

Further, the CA stressed that the fact that Villanueva was repatriated for finished contract and not for medical reasons weakened, if not belied, his claim of illness on board the vessel. Lastly, the CA found that Villanueva failed to comply with the mandatory three-day post-employment medical examination under Section 20(B)(3) of the 2000 POEA-Standard Employment Contract, contrary to his claim that he reported to the agency upon his repatriation and asked for a medical check-up but was refused.

Villanueva moved for reconsideration of the CA Decision, but the CA denied the motion. Hence, the present recourse.

Villanueva prays for a reversal of the CA rulings, contending that the appellate court erred in dismissing his claim for disability benefits on the grounds that: (1) he failed to present evidence of work-connection for his heart condition; (2) he was repatriated on account of a finished contract; and (3) he failed to comply with the mandatory three-day post-employment medical examination under the 2000 POEA-Standard Employment Contract.

Villanueva insists that his heart ailment was work-connected because as early as July 28, 2003, he was no longer fit for sea duties, but he was deployed nonetheless by the respondents for the obvious reason that they badly needed his services as bosun. He argues from this premise that his repatriation for finished contract does not militate against his claim for disability benefits. Further, the CA's conclusion that he failed to comply with the mandatory 3-day post-employment medical examination upon repatriation is erroneous as he stated under oath before the LA that he reported to the

agency for the examination and asked for a medical check-up, but was refused.

We find no reversible legal error in the CA ruling affirming the denial of Villanueva's claim for disability benefits. We find it undisputed that he was repatriated for **finished contract**, not for medical reasons. More importantly, while the 2000 POEA-Standard Employment Contract (Section 32-A<sup>[11]</sup>) considers a heart disease as occupational, Villanueva failed to satisfy by substantial evidence the condition laid down in the Contract that if the heart disease was known to have been present during employment, there must be proof that an acute exacerbation was clearly precipitated by the unusual strain brought about by the nature of his work.

Clearly, as the CA emphasized, Villanueva's repatriation for completion of his contract belies his submission that his claimed heart disease had been aggravated by his work on board the vessel *M/S Forestal Gaia*.

**WHEREFORE**, we dismiss the petition outright for its failure to show that the Court of Appeals committed any reversible error in its assailed ruling.

**SO ORDERED.**

*Carpio, (Chairperson), Del Castillo, Perez, and Perlas-Bernabe, JJ., concur.*

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[1] *Rollo*, pp. 3-25.

[2] *Id.* at 29-37; penned by Associate Justice Samuel H. Gaerlan, and concurred in by Associate Justices Rebecca L. de Guia-Salvador and Apolinario D. Bruselas, Jr.

[3] *Id.* at 39.

[4] *Id.* at 84-93.

[5] *Id.* at 94-101.



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