784 Phil. 840

SECOND DIVISION

[G.R. No. 206522, April 18, 2016]

DOEHLE-PHILMAN[1] MANNING AGENCY INC., DOHLE (IOM) LIMITED AND CAPT. MANOLO T. GACUTAN, PETITIONERS, VS. HENRY C. HARO, RESPONDENT.

D E C I S I O N

DEL CASTILLO, J.:

"[T]he constitutional policy to provide full protection to labor is not meant to be a sword to oppress employers. The commitment of this Court to the cause of labor does not prevent us from sustaining the employer when it is in the right. We should always be mindful that justice is in every case for the deserving, to be dispensed with in the light of established facts, the applicable law, and existing jurisprudence."[2]

This Petition for Review on *Certiorari* assails the July 20, 2012 Decision[3] of the Court of Appeals (CA) in CA-GR. SP No. 117988. The CA reversed and set aside the September 28, 2010[4] and November 30, 2010[5] Resolutions of the National Labor Relations Commission (NLRC) in NLRC LAC (OFW) No. 04-000295-10 which affirmed the February 26, 2010 Decision[6] of the Labor Arbiter (LA) dismissing the Complaint in NLRC OFW Case No. 06-09031-09. Accordingly, the CA ordered Doehle-Philman Manning Agency, Inc. (Doehle-Philman), Dohle (IOM) Limited (Dohle Ltd.) and Capt. Manolo T. Gacutan (petitioners) to jointly and severally pay respondent Henry C. Haro permanent and total disability benefits amounting to US$60,000.00 and attorney's fees of 10% of the total monetary award. Also assailed is the March 27, 2013 CA Resolution[7] denying petitioners' Motion for Reconsideration.

Factual Antecedents

On May 30, 2008, Doehle-Philman, in behalf of its foreign principal, Dohle Ltd., hired respondent as oiler aboard the vessel MV CMA CGM Providencia[8] for a period of nine months with basic monthly salary of US$547.00 and other benefits.[9] Before deployment, respondent underwent pre-employment medical examination (PEME) and was declared fit for sea duty.[10]

Respondent stated that on June 1, 2008, he boarded the vessel and assumed his duties as oiler; however, in November 2008, he experienced heartache and loss of energy after hammering and lifting a 120-kilogram machine; thereafter, he was confined at a hospital in Rotterdam where he was informed of having a hole in his heart that needed medical attention.[11]

After his repatriation on December 6, 2008, respondent reported to Doehle-Philman which in turn referred him to Clinico-Med. Respondent claimed that he was confined for two days in UST[12] Hospital and that a heart operation was recommended to him. He nevertheless admitted that he had not yet undergone any surgery.[13] On April 24, 2009, respondent's personal doctor, Dr. Luminardo M. Ramos (Dr. Ramos), declared him not fit to work.[14]

Consequently, on June 19, 2009, respondent filed a Complaint for disability benefits, reimbursement of medical expenses, moral and exemplary damages, and attorney's fees against petitioners.[15] Respondent claimed that since he was declared fit to work before his deployment, this proved that he sustained his illness while in the performance of his duties aboard the vessel; that he was unable to work for more than 120 days; and that he lost his earning capacity to engage in a work he was skilled to do. Thus, he insisted he is entitled to permanent and total disability benefits.[16]

For their part, petitioners alleged that respondent boarded the vessel on June 2, 2008; that on or about November 21, 2008, respondent was confined at a hospital in Rotterdam; and that upon repatriation, he was referred to Dr. Leticia Abesamis (Dr. Abesamis), the company-designated doctor, for treatment.[17]

Petitioners denied that respondent has a hole in his heart. Instead, they pointed out that on December 27, 2008, Dr. Abesamis diagnosed "him of "aortic regurgitation, moderate" but declared that his condition is not work-related.[18] They averred that despite such declaration, they still continued with respondent's treatment.[19] However, on January 19, 2009, Dr. Abesamis declared that respondent had not reported for follow up despite repeated calls.[20] On April 8, 2009, the company-designated doctor reported that respondent refused surgery.[21] And on April 15, 2009, she reiterated that respondent's condition is not work-related.[22]

Petitioners insisted that the determination of the fitness or unfitness of a medically repatriated seafarer rests with the company-designated physician; and since Dr. Abesamis declared that respondent's illness is not work-related, such determination must prevail.[23] They also stressed that the company-designated doctor continuously treated respondent from, his repatriation in December 2008, until April 2009, hence, her finding that his illness is not work-related must be respected.[24]

Finally, petitioners argued that since respondent's illness is not an occupational disease, then he must prove that his work caused his illness; because of his failure to do so, then he is not entitled to disability benefits.[25]

Ruling of the Labor Arbiter

On February 26, 2010, the LA dismissed[26] the case for lack of merit. The LA noted that Dr. Abesamis declared that respondent's illness is not work-related; therefore, it is incumbent upon respondent to prove otherwise. He further held that even respondent's personal doctor, Dr. Ramos, did not state that his illness is work-related as he; only declared that respondent is not fit for work.

Ruling of the National Labor Relations Commission

Respondent interposed an appeal. He maintained that he is entitled to permanent and total disability benefits because he underwent the PEME and was declared fit to work; and his illness transpired while he was in the performance of his duties and during the effectivity of his employment contract.

On September 28, 2010, the NLRC dismissed[27] the appeal. It found no sufficient evidence that respondent's illness is work-connected. It decreed that instead of establishing that the alleged hole in his heart was work-related, respondent focused more on his inability to work for more than 120 days. It also explained that respondent's reliance on his PEME is misplaced as the same is neither rigid nor exploratory. It likewise reiterated the finding of the LA that even respondent's personal doctor did not pronounce his condition as Work-connected, and only declared him unfit to resume sea duty.

On November 30, 2010, the NLRC denied[28] respondent's Motion for Reconsideration.

Ruling of the Court of Appeals

Respondent filed a Petition for *Certiorari* with the CA arguing that the NLRC committed grave abuse of discretion in finding him not entitled to disability benefits, moral and exemplary damages, and attorney's fees.

On July 20, 2012, the CA granted[29] the Petition and concomitantly reversed and set aside the September 28, 2010 and November 30, 2010 NLRC Resolutions. The decretal portion of the CA Decision reads:

> WHEREFORE, the foregoing considered, the present petition is hereby GRANTED and the assailed Resolutions [dated] 28 September 2010 and 30 November 2010 [are] REVERSED and SET ASIDE. Accordingly, private respondents are hereby held jointly and severally liable to pay petitioner permanent and total disability benefits in the sum of US$60,000.00 and attorney's fees often percent (10%) of the total monetary award, both at its peso equivalent at the time of actual payment.
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> SO ORDERED.[30]

According to the CA, the NLRC committed grave abuse of discretion in affirming the LA Decision dismissing the Complaint. The CA gave credence to respondent's arguments that he acquired his illness during his employment contract with petitioners; and that his illness has rendered him totally and permanently disabled as he had not been able to perform his customary work for more than 120 days.

On March 27, 2013, the CA denied[31] petitioners' Motion for Reconsideration.

Thus, petitioners filed this Petition stating that:

> THE HONORABLE COURT OF APPEALS COMMITTED SERIOUS, REVERSIBLE AND GROSS ERROR IN LAW BASED ON THE FOLLOWING GROUNDS:
>
> A. In failing to uphold the legal and jurisprudential principle that a writ of *certiorari* may be issued only for the correction of errors of jurisdiction or grave abuse of discretion amounting to lack or excess of jurisdiction which is absolutely lacking in this case.
>
> B. In utilizing [r]espondent's alleged inability to work for a period exceeding 120 days as sole basis for entitlement to permanent total disability benefits in absolute disregard of the provisions of the POEA Standard Employment Contract making work-relation as a condition *sine qua non* for compensability of an illness or injury.
>
> C. In awarding ten percent (10%) attorney's fees in favor of [respondent solely on the ground that he was constrained to engage the services of counsel contrary to the well-entrenched principle that attorney's fees shall only be awarded upon a showing that the petitioner acted in gross and evident bad faith.[32]

Petitioners'Arguments

Petitioners posit that no abuse of discretion may be imputed against the NLRC because its findings and conclusions were based on the facts and evidence on record Thus, they claim that the CA erred in setting aside the NLRC Resolutions and in not upholding that a writ of *certiorari* may be issued only for the correction of errors of jurisdiction or grave abuse of discretion amounting to lack or excess of jurisdiction.[33]

Additionally, petitioners insisted that the CA erred in granting permanent and total disability benefits in favor of respondent on the sole basis that he was unable to work for a period exceeding 120 days.[34] They argue that since respondent's illness is not an occupational disease then there must be causal connection between his work and his illness. They contend that the burden to prove such connection is upon respondent. They added that there is no proof that the nature of respondent's job increased the risk of his illness.[35]

Lastly, petitioners reiterate that the company-designated doctor continuously treated respondent for a period of about four months; that nothing in the records disproves the finding of company-designated physician that respondent's condition is not job-related; that since respondent's illness is not work-related then, the company-designated doctor is not obliged to make a declaration on his fitness or unfitness to work; and, that respondent's personal doctor merely concluded that respondent is "not fit" but he did not also make any

declaration on whether respondent's condition is work-related or not.[36]

Respondent's Arguments

Respondent contends that the CA properly ruled that he is entitled to permanent and total disability benefits.[37] He insists that since his illness is not listed as an occupational disease, he is "relieved of the burden to show the causation [of] his rights over the disability benefits"[38] as his illness is disputably presumed work-related.[39] He maintains that he sustained his illness while employed as oiler and his condition resulted in the loss of his earning capacity.[40]

Issue

Is the CA correct in setting aside the NLRC Resolutions denying respondent's claim for permanent and total disability benefits?

Our Ruling

The Court finds merit in the Petition.

This Court does not review factual issues as only questions of law can be raised in a Rule 45 Petition. However, such rule admits of exceptions including a situation where the factual findings of the tribunals or courts below are conflicting. Here, there being contrary findings of fact by the LA and NLRC, on one hand, and the CA, on the other, we deem it necessary to make our own determination and evaluation of the evidence on record.[41]

Essentially, petitioners claim that respondent is not entitled to permanent and total disability benefits on the sole basis that he was unable to work for more than 120 days.

The Court agrees.

The Standard Terms and Conditions Governing the Employment of Filipino Seafarers On-Board Ocean-Going Vessels (POEA-SEC), particularly Section 20(B) thereof, provides that the employer is liable for disability benefits when the seafarer suffers from a work-related injury or illness during the term of his contract. To emphasize;, to be compensable, the injury or illness 1) must be work-related and 2) must have arisen during the term of the employment contract.[42]

In *Jebsen Maritime, Inc. v. Ravena*,[43] the Court held that those diseases not listed as occupational diseases may be compensated if it is shown that they have been caused or aggravated by the seafarer's working conditions. The Court stressed that while the POEA-SEC provides for a disputable presumption of work-relatedness as regards those not listed as occupational diseases, this presumption does not necessarily result in an automatic grant of disability compensation. The claimant still has the burden to present substantial evidence or "such relevant evidence as a reasonable mind might accept as adequate to support a conclusion"[44] that his work conditions caused or at least increased the risk of contracting the illness.[45]

In this case, considering that respondent did not suffer from any occupational disease listed under Section 32-A of the POEA-SEC, then to be entitled to disability benefits, the respondent has the burden to prove that his illness is work-related. Unfortunately, he failed to discharge such burden.

Records reveal that respondent was diagnosed of aortic regurgitation, a heart "condition whereby the aortic valve permits blood ejected from the left ventricle to leak back into the left ventricle."[46] Although this condition manifested while respondent was aboard the vessel, such circumstance is not sufficient to entitle him to disability benefits as it is of equal importance to also show that respondent's illness is work-related.

In *Ayungo v. Beamko Shipmanagement Corporation*;[47] the Court held that for a disability to be compensable, the seafarer must prove a reasonable link between his work and his illness in order for a rational mind to determine that such work contributed to, or at least aggravated, his illness. It is not enough that the seafarer's injury or illness rendered him disabled; it is equally necessary that he establishes a causal connection between his injury or illness, and the work for which he is engaged.[48]

Here, respondent argues that he was unable to work as a seaman for more than 120 days, and that he contracted his illness while under the employ of petitioners. However, he did not at all describe his work as an oiler, and neither did he specify the connection of his work and his illness.

In *Panganiban v. Tara Trading Shipmanagement, Inc.*,[49] the Court denied the claim for disability benefits of a seafarer who was an oiler like herein respondent. The Court held that petitioner therein failed to elaborate on the nature of his work or to even specify his tasks as oiler which rendered it difficult to determine a link between his position and his illness.

The Court is confronted with a similar situation in this case. Respondent simply relied on the presumption that his illness is work-related. He did not adduce substantial evidence that his work conditions caused, or at the least increased the risk of contracting his illness. Like in *Panganiban*, herein respondent did not elaborate on the nature of his work and its connection to his illness. Certainly, he is not entitled to any disability compensation.

In an attempt to establish work-relatedness, respondent stated in his Memorandum before the Court that his illness is compensable due to stress.[50] Aside from being belatedly argued, such claim is unmeritorious as it still failed to prove the required linkage between respondent's work and his illness to entitle him to disability benefits.

In this regard, we quote with approval the pronouncement of the NLRC as follows:

> x x x [Respondent] admitted that he was told by the attending physician that 'his heart has a hole somewhere in the left ventricle' x x x. Instead of showing how a hole in the heart may be work[-]related, [respondent] argued on his being 'unable to perform his customary work for more than 120 days' x x x. He stressed in his Appeal that 'probability' is the ultimate test of proof in compensation proceedings, but he did not cite any probable circumstance which could have made [a] hole in the heart [w]ork[-]related.
>
> x x x x
>
> x x x [T]o be entitled to compensation and benefits, the seafarer must prove by substantial evidence that he contracted the illness during the term of his contract and [that] such infirmity was work-related or at the very least aggravated by the conditions of the work for which he was engaged. Failing on this aspect, the assertion of [respondent] that his illness was work-connected is nothing but an empty imputation of fact without any probative weight.[51]

Moreover, the company-designated doctor determined that respondent's condition is not work-related.

Section 20(B)(3) of the POEA-SEC provides that the company-designated doctor is tasked to determine the fitness or the degree of disability of a medically repatriated seafarer.[52] In addition, the company-designated doctor was shown to have closely examined and treated respondent from his repatriation up to four months thereafter. Thus, the LA and the NLRC's reliance on the declaration of the company-designated doctor that respondent's condition is not work-related is justified.[53]

The Court also notes that even respondent's physician of choice made no pronouncement whether his condition is work-related or not. In his one-page medical report, Dr. Ramos only stated that respondent is not fit for Work. He neither stated that respondent's condition is' not work-related nor did he expound on his conclusion, that respondent is not fit for work.

Lastly, the Court holds that the fact that respondent passed the PEME is of no moment in determining whether he acquired his illness during his employment. The PEME is not exploratory in nature. It is not intended to be a thorough examination of a person's medical condition, and is not a conclusive evidence that one is free from any ailment before deployment.[54] Hence, it does not follow that because respondent was declared fit to work prior to his deployment, then he necessarily sustained his illness while aboard the vessel.

Given all these, the Court finds that the CA erred in setting aside the NLRC Resolutions, which affirmed the dismissal of the Complaint. The findings and conclusions arrived at by the NLRC were not tainted with grave abuse of discretion as respondent's claim for disability benefits is unsupported by substantial evidence. Indeed, when the evidence adduced negates compensability, the claim must necessarily fail.[55]

WHEREFORE, the Petition is **GRANTED**. The July 20, 2012 Decision and March 27,2013 Resolution of the Court of Appeals in CA-G.R. SP No. 117988 are **REVERSED** and **SET ASIDE**. Accordingly, the Complaint is **DISMISSED** for lack of merit.

SO ORDERED.

Carpio, (Chairperson), Brion, Mendoza, and *Leonen, JJ.*, concur.

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[1] Spelled in some parts of the records as Dohle-Philman.

[2] *Magsaysay Maritime Corporation v. National Labor Relations Commission*, 630 Phil. 352, 369 (2010).

[3] CA *rollo*, pp. 329-341; penned by Associate Justice Danton Q. Bueser and concurred in by Associate Justices Amelita G. Tolentino and Ramon R. Garcia.

[4] Id. at 24-35; penned by Commissioner Teresita D. Castilion-bora and concurred in by Presiding Commissioner Raul T. Aquino and Commissioner Napoleon M. Menese.

[5] Id. at 42-43.

[6] Id. at 36-41; penned by Labor Arbiter Geobel A. Bartolabac.

[7] Id. at 381-382.

[8] The Employment Contract and respondent's Seaman's Book indicate that the name of the vessel boarded by respondent is MV CMA CGM Providencia. This matter is also clarified in petitioners' Reply. It is however noted that in respondent's Position Paper and Petition for *Certiorari* he stated that the name of the vessel he boarded was M/S Violetta; id. at 6, 46, 90-91, 139.

[9] Id. at 58.

[10] Id. at 59.

[11] Id. at 46-47.

[12] University of Sto. Tomas.

[13] CA *rollo*, pp. 47-48.

[14] Id. at 64.

[15] Id. 48.

[16] Id. at 48-50.

[17] Id. at 67-68, 113.

[18] Id. at 114.

[19] Id. at 69.

[20] Id. at 115.

[21] Id. at 118.

[22] Id. at 119.

[23] Id. at 76.

[24] Id. at 144-145.

[25] Id. at 78.

[26] Id. at 36-41.

[27] Id. at 24-35.

[28] Id. at 42-43.

[29] Id. at 329-341.

[30] Id. at 340.

[31] Id. at 381-382.

[32] *Rollo*, p. 11; bold-facing omitted, italics supplied.

[33] Id. at 13-14.

[34] Id. at 16.

[35] Id. at 21.

[36] Id. at 19-22.

[37] Id. at 200.

[38] Id. at 203.

[39] Id.

[40] Id. at 208.

[41] *Heirs of Deb Cruz v. Philippine Transmarine Carriers, Inc.*, G.R. No. 196357, April 20, 2015.

[42] *Philippine Transmarine Carriers, Inc. v. Aligway*, G.R. No. 201793, September 16, 2015.

[43] G.R. No. 200566, September 17, 2014, 735 SCRA 494, 510-511.

[44] *Heirs of dela Cruz v. Phil. Transmarine Carriers, Inc.*, supra note 41.

[45] *Jebsen Maritime, Inc. v. Ravena*, supra note 43.

[46] <http://www.hopkinsmedicine.org/heart_vascular_institute/conditions_treatments/treatments/minimaIly_invasive_aortic_valve_replacement.htm (Last visited on March 17, 2016)

[47] G.R. No. 203161, February 26, 2014, 717 SCRA 538.

[48] Id. at 548-549.

[49] 647 Phil. 675, 689 (2010).

[50] *Rollo*, pp. 304-307.

[51] CA *rollo*, pp. 32-33.

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3. Upon sign-off from the vessel for medical treatment, the seafarer is entitled to sickness allowance equivalent to his basic wage until he is declared fit to work or the degree of permanent disability has been assessed by the company-designated physician but in no case shall this period exceed one hundred twenty (120) days.

[53] See *Wilhelmsen-Smith Bell Manning v. Suarez*, G.R. No. 207328, April 20, 2015.

[54] *Heirs of dela Cruz v. Phil. Transmarine Carriers, Inc.*, supra note 41, citing *Quizora v. Denholm Crew Management (Philippines), Inc.*, 676 Phil. 313, 329 (2011).

[55] *Ayungo v. Beamko Shipmanagement Corp.*, supra note 47 at 553.
