

FIRST DIVISION

[G.R.No. 246960, July 28, 2020]

**INTERORIENT MARITIME ENTERPRISES, INC. AND/OR
INTERORIENT MARITIME, DMCC FOR AND IN BEHALF OF WILBY
MARINE LTD., AND/OR DAISY S. SUMO, PETITIONERS, VS.
ILDEFONSO T. HECHANOVA, RESPONDENT.**

RESOLUTION

REYES, J. JR., J.:

The courts cannot grant a relief not prayed for in the pleadings or in excess of what is being sought by a party to a case.^[1]

The Case

This petition for review on *certiorari* under Rule 45 assails the August 28, 2018 Court of Appeals (CA) Decision^[2] and April 29, 2019 Resolution in CA-G.R. SP No. 149536, which affirmed with modification the September 28, 2016 National Labor Relations Commission (NLRC) Decision. The CA denied the claim for disability benefits, but awarded full reimbursement of placement fee and deductions with interest, and salary for the unexpired portion of the employment contract, with attorney's fees in favor of respondent.

The Facts

In February 2015, petitioner Interorient Maritime Enterprises, Inc. (Interorient) hired respondent Ildefonso T. Hechanova (Hechanova) as master on board *M/V Livadi* for nine months.^[3]

On June 24, 2015, or three months after boarding the vessel, Hechanova was relieved from duty in Amsterdam because a new master came in. He was repatriated despite an uncompleted employment contract, and he was promised of a redeployment.^[4]

On June 27, 2015, Hechanova arrived in the Philippines and reported immediately at Interorient's office for redeployment. On June 29, 2015, he underwent pre-employment medical examination, and was assessed with "small medical problem, low blood count." After taking the prescribed medication to improve blood count, he again underwent medical check-up and was assessed as fit for duty. On June 30, 2015, the company-designated physician issued a medical certificate on his fitness to work.^[5]

On July 3, 2015, he experienced chills and suffered high fever. When his condition worsened, he was admitted at the Chinese General Hospital. He developed septic shock and was transferred to the intensive care unit. He was assessed as not fit to work. At this time, Hechanova's wife requested for medical assistance from Interorient, who asked for proof of Hechanova's medical conditions. After 26 days in the hospital, Hechanova was discharged. He continued taking his medications and underwent physical therapy. Having been denied medical assistance, Hechanova filed a complaint for total and permanent disability benefits against Interorient.^[6]

For its part, Interorient averred that Hechanova performed poorly on board, which prompted his early repatriation. On his return to the Philippines, he reported to Interorient's office for debriefing. An Offsigners Data Slip form was given to him to be filled out. It contained questions on satisfaction of employment, complaints, unpaid claims, and injuries or illnesses suffered during employment, among others. Hechanova answered that he was satisfied with his employment, he had no unpaid claims, and he did not suffer any illness or injury during his employment.^[7]

Hechanova also filled out an employment application form, which consisted of questions concerning health and injuries. He indicated that he did not have any illness or injury. On June 30, 2015, he was issued a medical certificate stating that he was fit for sea duty.^[8]

Interorient confirmed that Hechanova's wife asked for medical assistance, but failed to provide the requested medical documents. Thus, it had no basis to act on the request. Interorient argued that the complaint for total disability benefits had no basis. To be entitled to total disability benefits, the illness or injury must be work-related, and must have been suffered during the seafarer's employment. None of these are present. Hence, Interorient cannot be held liable for Hechanova's illness, which happened after his employment was severed. Further, he did not comply with the 3-day post medical examination by a company-designated physician to examine his condition. As a result, he failed to prove his claim.^[9]

The Labor Arbiter's Decision

On May 30, 2016, the Labor Arbiter (LA) rendered a decision in Interorient's favor. The LA noted that Hechanova did not report anything unsatisfactory while working on board. The forms that he filled out showed he did not suffer any illness or injury. Thus, there is no reason for post- medical examination. Even if he did undergo such examination, his claim would still fail because there is no basis that his illness was work-related. Hechanova's doctor did not specify the cause of his sepsis and possible osteitis of L3 vertebra. Hechanova failed to demonstrate the link between his duties as master and his ailments.^[10] Hence, Interorient's case prevailed.

The NLRC Decision

On appeal, the NLRC affirmed the LA's decision and reiterated its findings.^[11] Hechanova's claim for disability benefits, damages, and attorney's fee were dismissed.^[12] Hechanova moved for reconsideration, which the NLRC denied in its November 22, 2016 Resolution.^[13] Hechanova elevated the case before the CA.

The CA Decision

On August 28, 2018, the CA affirmed with modification the NLRC's decision. The CA agreed with the factual findings of the LA and the NLRC that Hechanova's illness was not work related; thus, Interiorient may not be held liable for the disability benefits.^[14]

However, the CA ordered Interiorient to: (1) fully reimburse Hechanova of his placement fee and deductions with 12% interest per annum; (2) salary for the unexpired portion of his employment contract; and (3) attorney's fees at 10% of the wages recovered.^[15]

The CA explained that, pursuant to *Serrano v. Gallant Maritime Services, Inc.*,^[16] the monetary award shall be paid an employee in case of termination of overseas employment without just, valid or authorized cause as defined by law or contract. The records do not show any reason for the pretermination of Hechanova's contract. There is no indication that Hechanova suffered from any illness or injury on board, or that he complained against his employer, or that his employer complained of his poor performance. What the records reveal was that Hechanova requested to be signed-off from *M/V Livadi*. The CA elucidated that this is not a reason to deny him of the monetary award due him. The CA gave credence to his allegation that he was signed-off because he was promised of redeployment upon his repatriation.^[17]

Both parties moved for reconsideration, which the CA denied in its April 29, 2019 Resolution.^[18] Notably, only Interiorient filed a petition for *certiorari* under Rule 45 before the Court. Hechanova did not file a petition from the denial of his motion for reconsideration. Thus, the issue presented before the Court pertains only to Interiorient's standpoint.

The Issue Presented

Whether or not the CA erred in modifying the NLRC's decision and ordering the full reimbursement of placement fee and deductions with interest, and salary for the unexpired portion of the employment contract, with attorney's fees.

The Court's Ruling

The petition is meritorious.

In its Petition, Interiorient argues that (1) there is no basis for the monetary award because Hechanova did not claim them; (2) his poor performance, inefficiency and incompetence were grounds to terminate his services; (3) the documents confirmed

that he has no complaints against his employer; (4) he did not pay for placement fees and deductions because charging them is illegal; and (5) attorney's fees should only be awarded upon finding of bad faith,^[19]

In its Comment, Hechanova focused his discussion on illegal dismissal and his entitlement to the monetary claims granted by the CA. He did not respond to the issue of whether his cause of action was limited to total and permanent disability and excluded the monetary claims subject of this petition.^[20]

While the Court lauds the CA in showing compassion to a seafarer, we are still a court of law. In *Bucal v. Bucal*,^[21] "[i]t is well-settled that courts cannot grant a relief not prayed for in the pleadings or in excess of what is being sought by a party to a case. The rationale for the rule was explained in *Development Bank of the Philippines [DBP] v. Teston*," viz.:

Due process considerations justify this requirement. It is improper to enter an order which exceeds the scope of relief sought by the pleadings, absent notice which affords the opposing party an opportunity to be heard with respect to the proposed relief. The fundamental purpose of the requirement that allegations of a complaint must provide the measure of recovery is to prevent surprise to the defendant. (Citation omitted)

Bucal further elucidated the reason for the rule:

For the same reason, this protection against surprises granted to defendants should also be available to petitioners. Verily, both parties to a suit are entitled to due process against unforeseen and arbitrary judgments. The very essence of due process is "the sporting idea of fair play" which forbids the grant of relief on matters where a party to the suit was not given an opportunity to be heard.^[22] (Citation omitted).

The records reveal that Hechanova's complaint is for total and permanent disability benefits.^[23] He neither complained of illegal dismissal, nor claimed for salary for the unexpired portion of the contract and reimbursement of placement fee and other deductions. Hechanova was consistent in his pleadings that he was interested in total and permanent disability benefits and not the monetary claims of an illegally dismissed seafarer.^[24]

Following the pronouncements in *Bucal* and *DBP*, the CA cannot grant the monetary awards on its own initiative since the complainant, Hechanova did not allege and pray for them. Furthermore, when the CA unilaterally held that he was illegally dismissed from employment, the theory of the case was changed in the middle of the proceedings, which is against the rules of fair play and justice. Consequently, Interorient was surprised at the finding of illegal dismissal, since it was not raised as an issue from the beginning and they were not given the opportunity to present evidence to rebut it.

Interorient's first argument alone is a ground to grant the petition. The Court shall no

longer discuss the second and third arguments as they pertain to the issue of illegal dismissal, which is not Hechanova's cause of action. The fourth argument requires an examination of documentary evidence and signifies that the argument is a factual issue, which is not a proper subject of a petition under Rule 45. Lastly, on the issue of attorney's fees, the Court finds the absence of bad faith on the part of Interorient. While Interorient confirmed that Hechanova's wife asked for medical assistance, the latter failed to provide the requested medical documents. Thus, Interorient has no basis to act on the request. It is not the same as an unjustified inaction forcing one to litigate.

WHEREFORE, the petition is **GRANTED**. The Court of Appeals Decision dated August 28, 2018 in CA-G.R. SP No. 149536 is **MODIFIED**.

The Court **DELETES** the following:

1. The finding of illegal dismissal;
2. The reimbursement of placement fee and other deductions with 12% interest per annum;
3. The salary for the unexpired portion of the contract; and
4. The attorney's fees at 10% of the amount of salary.

SO ORDERED.

Peralta, C.J., (Chairperson), Caguioa, Inting, and Lopez, JJ., concur.

* Additional member in lieu of Associate Justice Amy C. Lazaro-Javier per Raffle dated June 22, 2020.

[1] *Bucal v. Bucal*, O R. No. 206957, 760 Phil. 921 (2015).

[2] Penned by Associate Justice Rosmari D. Carandang (now a Member of the Court), with Associate Justices Amy C. Lazaro-Javier (now a Member of the Court) and Jhosep Y. Lopez, concurring; *rollo*, pp. 33-41.

[3] *Id.* at 33.

[4] *Id.* at 34.

[5] *Id.*

[6] *Id.*

[7] *Id.* at 35.

[8] Id.

[9] Id. at 35-36.

[10] Id. at 36.

[11] NLRC Decision dated September 28, 2016; id. at 41.

[12] Id.

[13] Id. at 11.

[14] Id. at 40.

[15] Id. at 41.

[16] 601 Phil. 245 (2009).

[17] Id. at 40-41.

[18] Id. at 44-47.

[19] Id. at 12-13.

[20] Id. at 104-111.

[21] Supra note 1, at 921-922.

[22] Id. at 922.

[23] *Rollo*, p. 33.

[24] Id. at 13-14, 33-40, 45, 120-121.



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