

****Title:**** Interorient Maritime Enterprises, Inc. and Daisy S. Sumo v. Ildefonso T. Hechanova

****Facts:****

- February 2015: Interorient Maritime Enterprises, Inc. (Interorient) hires Ildefonso T. Hechanova as master on board the M/V Livadi for a nine-month term.
- June 24, 2015: Hechanova is relieved from his duty in Amsterdam three months after boarding due to the arrival of a replacement master. He is promised redeployment upon his repatriation.
- June 27, 2015: Hechanova arrives in the Philippines and reports to Interorient's office for redeployment.
- June 29, 2015: He undergoes pre-employment medical examination and is found to have a low blood count.
- June 30, 2015: After medication, he is reassessed and declared fit for duty by the company-designated physician.
- July 3, 2015: Hechanova falls ill with chills and high fever. Admitted to Chinese General Hospital, he develops septic shock and is later assessed as unfit for work.
- Hechanova's wife requests medical assistance from Interorient, who demand proof of the seafarer's condition.
- August 2015: Denied medical assistance, Hechanova files a complaint for total and permanent disability benefits against Interorient.

****Procedural Posture:****

- ****Labor Arbiter:**** Dismissed Hechanova's claim, noting no work-related illness or injury and the absence of any link between his duties and his ailments.
- ****NLRC:**** Affirmed the LA's decision, denying Hechanova's claims.
- ****Court of Appeals:**** Modified the NLRC's decision, ordering Interorient to reimburse placement fees and deductions with interest, pay salary for the unexpired portion of the employment contract, and grant attorney's fees.
- ****Philippine Supreme Court:**** Interorient filed a petition for review under Rule 45 challenging the CA's decision.

****Issues:****

1. Whether the CA erred in modifying the NLRC decision by awarding reimbursement of placement fees and deductions, salary for the unexpired portion of the employment contract, and attorney's fees.
2. Was there a basis for these monetary awards despite Hechanova's complaint being solely

for total and permanent disability benefits?

Court's Decision:

- **Monetary Award Basis:** The Supreme Court ruled that there was no basis for the monetary awards (placement fee reimbursement, salary for the unexpired portion, and attorney's fees) as Hechanova did not claim them in his pleadings. By awarding such relief without it being prayed for, the CA exceeded its authority and violated Interorient's right to due process.
- **Illegal Dismissal:** The CA's finding of illegal dismissal was ruled inappropriate as it was not an issue raised by Hechanova, nor argued initially in his complaint.
- **Attorney's Fees:** The Supreme Court found no basis for awarding attorney's fees in the absence of bad faith on Interorient's part.

Doctrine:

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. The essence of due process is to provide fair play, forbidding the grant of relief on matters where a party was not given an opportunity to be heard.

Class Notes:

1. **Due Process Principle:** Relief cannot exceed the scope sought in pleadings (Development Bank of the Philippines v. Teston).
2. **Unforeseen Judgments:** Avoid surprise judgments; both parties must get an opportunity to be heard (Bucal v. Bucal).
3. **Illegal Dismissal Claims:** Clear indication required in pleadings; not inferred post-filing.
4. **Medical Evidence:** Critical for medical claims; failure to provide valid documents can nullify claims.
5. **Attorney's Fees:** Awarded only on proof of bad faith in resisting claims.

Historical Background:

This case highlights the procedural strictness in employment disputes, especially about maritime employment, reflecting judicial principles aimed at ensuring fair and just litigation procedures. This enhances the understanding of seafarers' rights and employer obligations under Philippine labor law, especially in overseas employment contexts.