

**LA MALLORCA-PAMBUSCO, PETITIONER, VS. CIRILO ISIP, ET AL.,
RESPONDENTS.***G.R. No. L-16495. October 19, 1961*

Ponente: BAUTISTA ANGELO, J.

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Sometime in 1955, Cirilo Isip filed a claim for compensation with the Workmen's Compensation Commission against the La Mallorca-Pambusco alleging that he has contracted tuberculosis while in its employ in his capacity as driver. The claim having been heard, the Commission issued an order directing the employer to pay claimant the sum of P1,302.95 representing the cost of medical, surgical and hospital services rendered him from the date of injury to July 11, 1955; to provide the claimant further medical, surgical and hospital services and supplies until his sickness is cured or arrested; to pay him the sum of P2,665.70 representing his compensation for disability from July 12 to October 31, 1955, and to pay him the sum of P28.06 weekly beginning the first week of November, 1955 until the sickness is arrested or cured, the maximum not to exceed P4,000.00.

Upon receipt of this award, the employer entered into an agreement with the employee whereby it was stipulated that the former would pay the latter the total sum of P5,302.95 in full settlement of the amount contained in the award, and on February 7, 1956 the employee signed a document entitled "Satisfaction of Award or Decision" acknowledging therein to have received said amount, said document having been noted by the Workmen's Compensation Commission. As the employee continued to be sick and the sickness needed further medical care and hospitalization, the Workmen's Compensation Commission, upon petition of the employee, issued an order on June 11, 1959 wherein, pursuant to its previous orders issued on the same subject matter in accordance with the provisions of Section 13 of the Workmen's Compensation Act, as amended, it declared that "claimant upon receipt of this order is hereby directed to have himself medically attended to, if he has not yet done so previously, and respondent to pay all the reasonable expenses incurred in connection therewith."

The employer moved to reconsider this order but to no avail. On November 20, 1959, the Commission ordered the employer to pay the employee the sum of P1,200.00 representing medical expenses incurred from April, 1958 to February, 1959, as well as to continue furnishing him with such medical, surgical and hospital treatment as his illness may require. On December 28, 1959, the order last mentioned having become final, the Commission issued a writ of execution which the Sheriff of Manila tried to carry out by levying on a bus belonging to the employer.

Contending that the Commission has acted in excess of its jurisdiction in issuing both the order of November 20, 1959 and the writ of execution, the employer now comes before this Court by way of certiorari praying that said order and writ be nullified and declared without effect.

Petitioner contends that the Commission acted in excess of its jurisdiction in issuing its order of June 11, 1959 wherein it declared that the employee could continue having himself medically treated if he has not yet been cured of his ailment and that all the expenses that he may incur in connection therewith should be charged and paid by his employer for the reason that the same is contrary to the compromise agreement entered into between the

parties in relation to Section 29 of the Workmen's Compensation Act wherein the employee has agreed to receive, as in fact he did receive, the total amount of his claim in full satisfaction of the award made in his favor by the Commission. Respondent, however, contends on his part that while he in effect signed a written satisfaction of the award made in his favor the same does not bar him from asking from his employer for further, medical treatment and hospitalization, and so the order of the Commission extending to him that benefit is proper and in accordance with law.

We are inclined to uphold this contention of respondent. In the first place, in the order of the Commission dated November 20, 1955 acting favorably on the claim of respondent it was expressly stated that petitioner should provide him "further medical, surgical and hospital services and supplies as the nature of his sickness may require until it is cured or arrested." Said order became final for lack of protest or appeal on the part of petitioner. Then we have the document signed by respondent entitled "Satisfaction of Award or Decision", dated February 7, 1956, which embodies the so-called compromise agreement entered into between them, and from this document we find that while respondent received the sum of P5,302.95 in full satisfaction of the award, the same is qualified by the following condition: "except with respect to further hospital or medical treatment, whenever necessary." Finally, we have the provisions of Section 13 of Act No. 3428, as amended (Workmen's Compensation Act), which postulate, among others, that "during the subsequent period of disability, the employer shall provide the employee with such medical, surgical, and hospital services and supplies as the nature of the injury or sickness may require." These provisions justify the subsequent award made by the Commission.

It is true that under the Workmen's Compensation Act the amount of compensation to which an injured employee is entitled in case of disability shall not in any case exceed the total sum of P4,000.00, but this limitation only applies to the compensation for disability, and not to medical attendance (Sections 12, 14, 16, 18, Act No. 3428, as amended). In fact, this subject is governed by a different section of the law (Section 13, *Idem.*)

With regard, however, to the claim that the Commission has no authority to issue a writ of execution because it is so prohibited by Section 51 of the Workmen's Compensation Act, the same is correct as this Court has recently held in *Pastoral vs. The Commissioners of the Workmen's Compensation Commission, et al.*, 112, Phil. 742.) Thus, this Court said in part:

"The above legal provisions are clear and unequivocal, both in their language and purpose. The interested party may file in any court of record in the jurisdiction of which the accident occurred, a certified copy of the referee's or Commissioner's final decision and the Court will issue a judgment based upon said decision of the referee or Commissioner, and it is this judgment of the Court than can be enforced by a writ of execution to be issued by the said Court, considering Sec. 8, Rule 39, of the Rules of Court.

* * * * *

"It would appear evident, therefore, that the powers given to the W.C.C. by the Reorganization Acts, cannot validly include the power to amend Sec. 51 of the Workmen's Compensation Law, heretofore quoted, for to do so would be to diminish the jurisdiction and the judicial power and functions vested by law on the courts of record, by virtue of said section, to issue or order a writ of execution by the promulgation of a judgment, which power or authority the Workmen's Compensation Commission never had, before the Reorganization Acts had been passed. Where the inquiry to be made involves questions of law as well as facts, where it affects a legal right, and where the decision may result in the terminating or destroying that right, the powers to be exercised and the duties to be discharged are essentially judicial (11 Am. Jur. 904); and being judicial, such powers are granted to or vested upon a court or judicial tribunal (*Rhode Island vs. Mass.* 37 U.S. [12 Peters] 657, 738 L. ed. [U.S.] 1233, 1266). And there is no gainsaying the fact, that under this concept, an order for the execution of a decision or award of the Workmen's Compensation Commission is essentially a judicial power or function of the court."

Wherefore, the petition with regard to the annulment of the orders of the Workmen's Compensation Commission dated June 11, 1959 and November 20, 1959 is denied, but the petition with regard to the annulment of the writ of execution dated December 28, 1959 is granted. No costs.

Bengzon, C. J., Padilla, Labrador, Concepcion, Reyes, J. B. L., Paredes, and De Leon, JJ., concur.

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