

**ROLANDO B. MESINA, PETITIONER, V. OMANFIL INTERNATIONAL  
MANPOWER DEVELOPMENT CORPORATION, MODH ALZOABI  
TECHNICAL PROJECTS CORPORATION, HON. NATIONAL LABOR  
RELATIONS COMMISSION A...**

Ponente: ELBINIAS, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/50730ae44667/>

---

**ELBINIAS, J.:**

Subject of disposition is a Petition for Certiorari[1] filed under Rule 65 of the Rules of Court. The Petition assails the Decision[2] dated May 29, 2009 of the National Labor Relations Commission ("public respondent NLRC" or "NLRC" for brevity), which affirmed the Decision dated December 21, 2007[3] of the Labor Arbiter in NLRC OFW Case No. 06-07-01994-00. The Petition also questions the Resolution[4] dated February 26, 2010 of public respondent NLRC, which denied petitioner's eventual Motion for Reconsideration[5].

Among the salient facts are those as stated in public respondent NLRC's Decision[6] of May 29, 2009, which are as follows:

"As established from the records, complainant (petitioner Mesina here) was hired by Omanfil International Manpower Development Corporation for an overseas work (private respondent OMANFIL here). He was deployed by respondent Omanfil to respondent Mohd Al Zoabi Technical Projects Corporation (private respondent MAZCO here) with particular job assignment at respondent Al Khaji Joint Operations xxx in Dammam, Saudi Arabia.

Complainant's employment contract effective May 4, 2005, states the following terms and conditions:

Position

Duration

Monthly salary :

:

: Expediter

24 months

SR 4, 000

Benefits : : 30 days annual leave after completion of 12 months service

Accident or illness :

In the event of the employee being unable to discharge his duties through accident or illness incurred while working on the project or projects, medical treatment will be provided free by the employer. If the illness prolongs or is found to be permanent, the employee will be returned to point of departure at the employer's expense.

Complainant left for Saudi Arabia on May 4, 2005 and commenced working with respondent on May 7, 2005.

On his 9[th] month at the job site or in the 1[st] week of February 2006, complainant experienced chest pains. He was admitted in a local hospital on February 11, 2006. His severe chest pain was diagnosed as a heart disease but he was discharged in good condition.

A few days thereafter or on February 18, 2006, complainant was brought again to the same hospital because of chest pain. In time, his condition was normalized but the doctor advised him to undergo an immediate Angiogram Test in a more equipped hospital. Complainant was discharged on February 19, 2006.

The following day, respondent MAZTPC requested respondent AKJO to repatriate complainant immediately in view of his serious medical condition and the corrective action required (p. 32, records).

Complainant was repatriated on February 22, 2006."[7] (Emphasis supplied)

On July 5, 2006[8], petitioner Rolando B. Mesina ("petitioner Mesina" or "petitioner" for brevity) filed a "complaint for illegal dismissal, refund of medical/hospital expenses, placement fee, and payment of moral and exemplary damages"[9] against private respondent Omanfil International Manpower Development Corporation ("private respondent OMANFIL" for brevity), as agent of private respondent Modh Al-Zoabi Technical Projects Corporation ("private respondent MAZCO" for brevity), which in turn was sued as principal.

On December 21, 2007, the Labor Arbiter rendered a Decision[10] denying petitioner's claim for Illegal Dismissal but granting his claim for Separation Pay. The dispositive portion of the Decision stated:

"WHEREFORE, premises considered, judgment is hereby rendered dismissing complainants claim for illegal dismissal for lack of merit. However, respondents are ordered to pay complainant Rolando B. Mesina the sum of FOUR THOUSAND SAUDI RIYALS (SR4,000.00) or its peso equivalent at the time of payment, representing payment of his separation pay.

All other claims are dismissed for lack of merit.

SO ORDERED."[11]

Upon petitioner's appeal, public respondent NLRC rendered the assailed Decision[12] of May 29, 2009 which affirmed the Labor Arbiter's Decision and dismissed petitioner's appeal for lack of merit[13].

After petitioner's Motion for Reconsideration[14] was denied by public respondent NLRC in the assailed Resolution[15] of February 26, 2010, petitioner filed the Petition at bench, praying as follows:

"WHEREFORE, PREMISES CONSIDERED, it is respectfully prayed of this Honorable Court that based on the documentary evidences xxx

xxx

xxx after hearing, favorable JUDGMENT BE RENDERED declaring the Honorable NLRC's Decision [dated 29[th] May 2009 xxx and Resolution [dated 26[th] February 2010 xxx] as well as Labor Arbiter's Decision [dated 21[th] December 2007 xxx] as NULL and VOID for having been issued with grave abuse of discretion and contrary to law.

LASTLY, private respondents BE HELD LIABLE to pay petitioner [1] SR 36,000.00 as backwages [SR 4,000.00 monthly salary multiplied by 9 (3 months multiplied by 3 years' contract] and [2] Php. 27,000.00 as reimbursement of placement fee pursuant to Section 10, Republic Act No. 8042 as well as [3] Php. 600,000.00 as moral and exemplary damages plus [4] Php. 50,000.00 and 10% of the total amount due as attorney's fee.

Other equitable reliefs are likewise prayed for."[16] (Emphasis was made in the original)

Petitioner, in its Petition before Us, raised this sole ground:

"THE HONORABLE PUBLIC RESPONDENTS GRAVELY ABUSED THEIR DISCRETION AMOUNTING TO LACK AND EXCESS OF JURISDICTION IN RULING THAT REPATRIATION WAS VOLUNTARY [WHEN EMPLOYER'S DOCUMENT SAYS OTHERWISE] AND VALID GROUND FOR DISMISSAL [WHEN EMPLOYERS HAVE JUDICIALLY ADMITTED THAT PETITIONER WAS NOT TERMINATED] BASED ON DISEASE [IN UTTER VIOLATION OF THE SUPREME COURT'S RULINGS IN DUTERTE v. KINGSWOOD TRADING CO., INC., 534 SCRA 607 AND TRIPLE EIGHT INTEGRATED SERVICES, INC. VS. NLRC, 299 SCRA 608] WITHOUT STATING THE LEGAL AND JURISPRUDENTIAL BASIS [IN VIOLATION OF SECTION 14 ARTICLE VIII OF THE CONSTITUTION]"[17] (Emphasis was made in the original)

As properly argued by petitioner Mesina in his sole ground, he was illegally dismissed by private respondents when his contract was pre-terminated and he was repatriated to the Philippines without any just or authorized cause.

In finding that petitioner Mesina's dismissal was based on an authorized cause, public respondent NLRC stated the following in its assailed Decision[18] dated May 29, 2009:

"Was there a just, valid or authorized cause for the termination of complainant's employment contract?

It is Our considered view that the termination of complainant's employment contract is anchored on an authorized cause based on the terms and conditions embodied in the said contract. As sated in the aforequoted terms and conditions of the contract, the employee will be returned to the point of departure if his illness which was incurred while working in the project prolongs or is found to be permanent.

It cannot be denied that the medical condition of complainant at the time of repatriation was not very satisfactory. He was hospitalized twice for the same ailment and for a short interval of time of less than one (1) week. As complainant admitted, his severe chest pain was diagnosed as Ischaemic Heart Disease and it was strictly recommended by the attending cardiologist that he undergo a further specialized examination in a (sic) more equipped hospital in Saudi Arabia. This situation contemplates a serious medical condition on the part of complainant which respondents cannot just disregard. Any employer for that matter would recommend for the termination of the contract and repatriation of the worker so as to prevent any emergency or peril in the workplace. Such decision cannot be considered whimsical or unreasonable. For sure, it can be categorized as an authorized cause for the termination of the employment contract."[19] (Emphasis Supplied)

Contrary to the findings of public respondent NLRC however, is that private respondents failed to comply with the provisions of petitioner Mesina's "Employment Agreement"[20] ("contract" for brevity), and with the provisions of Article 284 of the Labor Code and Section 8, Rule I of the Omnibus Rules Implementing the Labor Code, in order that petitioner Mesina's disease, particularly "Ischaemic Heart Disease"[21], could be considered as an authorized cause for his dismissal.

The pertinent portion of Petitioner Mesina's employment contract[22] stated the following:

"In the event of the Employee being unable to discharge his duties through accident or illness incurred while working on the project or projects, medical treatment will be provided free by the employer. If the illness prolongs or is found to be permanent, the employee will be returned to point of departure at the employer's expense."[23] (Emphasis Supplied)

For their part, Article 284 of the Labor Code and Section 8, Rule I of the Omnibus Rules Implementing the Labor Code provide:

"Art. 284. Disease as a ground for termination—An employer may terminate the services of an employee who has been found to be suffering from any disease and whose continued employment is prohibited by law or prejudicial to his health as well as the health of his co-employees xxx" (Emphasis Supplied)

"Sec. 8. Disease as a ground for dismissal—Where the employee suffers from a disease and his continued employment is prohibited by law or prejudicial to his health or to the health of his coemployees, the employer shall not terminate his employment unless there is a certification by competent public authority that the disease is of such nature or at such a stage that it cannot be cured within a period of six (6) months with proper medical treatment. If the disease or ailment can be cured within the period, the employer shall not terminate the employee but shall ask the employee to take a leave. The employer shall reinstate such employee to his former position immediately upon the restoration of his normal health." (Emphasis Supplied)

However, petitioner Mesina's contract was pre-terminated, and he was repatriated by private respondent MAZCO to the Philippines without any showing that petitioner's disease had been a prolonged one, or that such disease was found to be permanent.

Review of the records revealed that petitioner was first hospitalized on February 11, 2006 and was discharged on February 14, 2006 in "good general condition with an advice to perform a percutaneous coronary intervention (PCI) for further evaluation and management"[24]. Petitioner was again hospitalized on February 18, 2006 but was discharged the next day also "with an advice for urgent PCI for more evaluation"[25]. Thus, when private respondent MAZCO repatriated petitioner Mesina on February 21, 2006[26], or ten (10) days from his first hospitalization, there was, at that time, no finding that petitioner's disease was permanent.

Moreover, private respondents failed to prove, through the required Certification from a competent public authority, that petitioner Mesina's disease was of such nature or was at such a stage that the disease could not be cured within six (6) months even after proper medical treatment, or, that petitioner's continued employment was prejudicial to his health or to those of his colleagues.

That private respondent MAZCO, as the employer of petitioner Mesina, had to comply with the requirement of submitting such a Certification, is pursuant to the following declaration of the Supreme Court in *Manly Express Inc. and Siu Eng T. Ching vs. Romualdo Payong, Jr.*, G.R. No. 167462, October 25, 2005:

"The rule is explicit. For a dismissal on the ground of disease to be considered valid, two requisites must concur: (a) the employee suffers from a disease which cannot be cured within six months and his continued employment is prohibited by law or prejudicial to his health or to the health of his coemployees, and (b) a certification to that effect must be issued by a competent public health authority.

In the present case, there was no proof that Payong's continued employment was prohibited by law or prejudicial to his health and that of his coemployees. No medical certificate by a competent public health authority was submitted that Payong was suffering from a disease that cannot be cured within a period of six months. In the absence of such certification, Payong's dismissal must necessarily be declared illegal.

XXX

The burden of proving the validity of the dismissal rests on the employer. As such, the employer must prove that the requisites for a valid dismissal due to a disease have been complied with. In the absence of the required certification by a competent public health authority, this Court has ruled against the validity of the employee's dismissal.

In *Triple Eight Integrated Services, Inc. v. NLRC*, we held that:

The requirement for a medical certificate under Article 284 of the Labor Code cannot be dispensed with; otherwise, it would sanction the unilateral and arbitrary determination by the employer of the gravity or extent of the employee's illness and thus defeat the public policy on the protection of labor...."(Emphasis Supplied)

Considering that petitioner Mesina was illegally dismissed, then private respondent MAZCO, as principal, and private respondent OMANFIL, as agent, were jointly and severally liable[27] to pay petitioner full reimbursement

of the Placement Fee that he paid private respondents, along with an interest of twelve percent (12%) per year. Petitioner Mesina was likewise entitled to his salaries for the unexpired portion of his employment contract. All of these are pursuant to Section 10[28] of Republic Act No. 8042 ("R.A. No. 8042" for brevity), otherwise known as the "Migrant Workers and Overseas Filipinos Act of 1995", to wit:

"SEC. 10. Money Claims. xxx

In case of termination of overseas employment without just, valid or authorized cause as defined by law or contract, the workers shall be entitled to the full reimbursement of his placement fee with interest of twelve percent (12%) per annum, plus his salaries for the unexpired portion of his employment contract" (Emphasis Supplied)

Given all these, and because the records of the Petition at bench are insufficient to use as bases to properly compute petitioner Mesina's monetary claims, the case is remanded to the Labor Arbiter for the proper computation of the monetary awards due petitioner.[29] The remanding of the case is in line with the Supreme Court's pronouncement in *Abduljuahid R. Pigcaulan vs. Security and Credit Investigation, Inc. and/or Rene Amby Reyes*, G.R. No. 173648, January 16, 2012, as follows:

"Furthermore, since the records are insufficient to use as bases to properly compute Pigcaulan's claims, the case should be remanded to the Labor Arbiter for a detailed computation of the monetary benefits due to him." (Emphasis Supplied)

After careful consideration of all the facts, arguments, and issues appearing on the records, as well as of the pertinent laws and jurisprudence, and in accordance with what is best determined to be proper under the circumstances, the following disposition is therefore made on these matters.

WHEREFORE, the Petition is GRANTED. The assailed Decision and Resolution are SET ASIDE and REVERSED. A new one is rendered DECLARING private respondents Omanfil International Manpower Development Corporation and Modh Al- Zoabi Technical Projects Corporation Remco Transport liable for Illegal Dismissal and ORDERING them to pay, jointly and severally, petitioner Rolando B. Mesina full reimbursement of his Placement Fee and his salaries for the unexpired portion of his employment contract.

The case is REMANDED to the Labor Arbiter for the computation of such monetary awards.[30]

**SO ORDERED.**

Dicdican (Chairman) and Paredes, JJ., concur.

---

[1] Rollo, pp. 3-30.

[2] Rollo, pp. 130-136.

[3] Rollo, pp. 86-93.

[4] Rollo, pp. 144-145.

[5] Rollo, pp. 137-141.

[6] Rollo, pp. 130-136.

[7] Rollo, pp. 131-132

[8] Rollo, pp. 11 and 43.

[9] Rollo, pp. 43 – 43-A.

[10] Rollo, pp. 87-93

[11] Rollo, pp. 92-93

[12] Rollo, pp. 130-136.

[13] Rollo, p. 135

[14] Rollo, pp. 137-141

[15] Rollo, pp. 144-145

[16] Rollo, pp. 25-26.

[17] Rollo, p. 17

[18] Rollo, pp. 130-136.

[19] Rollo, p. 134

[20] Rollo, p. 34-39

[21] Rollo, p. 134

[22] Rollo, p. 34-39

[23] Rollo, p. 36

[24] Rollo, p. 40

[25] Rollo, p. 41

[26] Rollo, p. 42, 43

[27] Section 10, R.A. No. 8042 – xxx The liability of the principal/employer and the recruitment/placement agency for any and all claims under this section shall be joint and several. This provision shall be incorporated in the contract for overseas employment and shall be a condition precedent for its approval. The performance bond to be filed by the recruitment/placement agency, as provided by law, shall be answerable for all money claims or damages that may be awarded to the workers. If the recruitment/placement agency is a juridical being, the corporate officers and directors and partners as the case may be, shall themselves be jointly and solidarily liable with the corporation or partnership for the aforesaid claims and damages. (Emphasis Supplied)

[28] The clause "or for three months for every year of the unexpired term, whichever is less" in Section 10 of R.A. No. 8042 has been declared unconstitutional by the Supreme Court in *Serrano v. Gallant Maritime Services and Marlow Navigation Co. Inc.*, G.R. No. 167614, 24 March 2009. Pursuant to the declaration of the Supreme Court in *PERT/CPM Manpower Exponent Co., Inc., vs. Armando A. Vinuy A, et al.*, G.R. No. 197528, September 05, 2012, the ruling in *Serrano* is applied retroactively as in the Petition at bench considering that petitioner's Complaint for Illegal dismissal was filed on July 5, 2006 (Rollo, pp. 11, 43-43- A)

[29] *Abduljuahid R. Pigcaulan vs. Security and Credit Investigation, Inc. and/or Rene Amby Reyes*, G.R. No. 173648, January 16, 2012

[30] *Roque S. Duterte vs. Kingswood Trading Co., Inc. et. al.*, G.R. No. 160325, October 4, 2007

**ABOUT BATAS.ORG**

# Study smarter at BATAS.org

*The Philippine bar review and law-school companion built around how your brain actually remembers.*

**The complete Philippine law library - free for everyone.**

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

**Audio case-brief lectures.**

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

**Bar review built on the science of memory.**

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

**The full law-school curriculum.**

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

**Mock exams that tell you where you stand.**

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

**A study planner that keeps you on pace.**

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

**Start free at <https://batas.org>**

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.