

WENCESLAO CENTENO, PETITIONER, VS. WORKMEN'S COMPENSATION COMMISSION AND BATANGAS LAGUNA TAYABAS BUS COMPANY, RESPONDENTS.

G.R. No. L-43648. July 26, 1976

Ponente: MAKASIAR, J.

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MAKASIAR, J.:

This is a petition to review the order en banc of the respondent Workmen's Compensation Commission dated February 24, 1976 which denied the motion of herein petitioner for reimbursement of his medical and hospitalization expenses as he was still under treatment after the finality of the decision. After the private respondent submitted its comment, the Court resolved to treat this petition as a special civil action and to consider the same as submitted for decision.

In a decision dated September 17, 1975, the respondent Commission affirmed the decision of the referee "adjudging the claimant's illness of Pulmonary Tuberculosis as compensable and ordering the respondent Batangas Laguna Tayabas Bus Company to pay the claimant Wences-lao Centeno the sum of P6,000.00 as disability compensation under Section 14 of the Workmen's Compensation Act and to provide the claimant with services, appliances and supplies in accordance with Section 13 of the Act." The respondent Commission, in its challenged order states that:

"* * On November 26, 1975, the claimant received from the respondent Bank of the Philippine Island Check No. 2137 for the amount of P6,000.00 and executed a Full Satisfaction of Decision.

"On December 10, 1975, claimant's counsel filed a Motion for Execution alleging, among others, that the claimant was still under treatment and, in fact, confined at the SPC Medical Center and that the Medical and hospitalization expenses for said treatment amounted to P1,959.15,, the receipts therefore (sic) were submitted.

"The Acting Referee below scheduled the said motion for a conference on January 13, 1976 at which no representative of the respondent appeared. Consequently, a decision was rendered on January 20, 1976 by Amado A. Enriquez, Assistant Chief of the Workmen's Compensation Unit of Region 5, San Pablo City, directing the respondent to reimburse the claimant the sum of P2,047.53 representing medical and hospital expenses and to provide such services, appliances and supplies as the nature of his disability and the process of his recovery may require."

The private respondent Bus Company appealed to the Commission, which reversed the referee on the ground that the decision of the Commission dated September 17, 1975 had already become final and executory; that the regional office (referee) had lost jurisdiction over the case; and that the claimant executed on November 26, 1975 a "Full Satisfaction of the Decision" by way of amicable settlement.

Private respondent, in its comment, does not dispute the fact that the claimant was still under treatment and confined at the San Pablo City Medical Center for which he incurred medical and hospitalization expenses, the

amount of which was determined by the Acting Referee to reach the sum of P2,047.53 as of January 20, 1976. The document labeled "Full Satisfaction of the Decision" signed by petitioner on November 26, 1975 is merely a receipt for, and should be limited to, the amount of P6,000.00 representing the disability compensation to which the claimant is entitled under Section 14 of the Workmen's Compensation Act. It cannot be interpreted to include renunciation of the right of the claimant to reimbursement of medical and hospitalization expenses which is also decreed in the decision of September 17, 1975 which has already become final, the full execution and satisfaction of which precisely the claimant is asking. It is only after a decision becomes final and executory that the Commission or its duly authorized deputy *motu proprio*, or the interest-ed party can file a motion for execution of the decision (Sec. 51, Act No. 3428, as amended). This is what claimant exactly did. This right or benefit cannot be waived by the necessitous employee who naturally wants to recover his health, which was seriously impaired while serving his employer. Section 7 of Act No. 3428, as amended, otherwise known as the Workmen's Compensation Act, expressly condemns such subterfuge like the aforesaid "document of full satisfaction"; because it expressly declares as null and void "any contract, regulation or device of any sort in-tended to exempt the employer from all or part of the liability, created by this Act x x x." This prohibition is reiterated by Article 174 of the New Labor Code (PD 442, as amended) which emphasizes that "Except as otherwise provided under this title, no contract, regulation or device whatsoever shall operate to deprive the employee or his dependents of any part of the income benefits, and medical or related services granted under this Title. Existing medical services being provided by the employer shall be maintained and continued to be enjoyed by their employees." The law not only requires the courts to be vigilant for the pro-tection of a party who is at a disadvantage on account of his moral dependence, ignorance, indigence, mental weak-ness or other handicap (Art. 24, New Civil Code), but also directs that "in case of doubt, all labor legislation and all labor contract shall be construed in favor of the safety and decent living for the laborer" (Art. 1702, New Civil Code). The New Labor Code echoes this rule in its Article 4 which provides that "all doubts in the implementation and inter-pretation of the provisions of this Code, including its implementing rules and regulations, shall be resolved in favor of labor" (PD 442, as amended).

The employer's liability for medical and hospital-ization services lasts during the period of disability – as long as the employee is sick of a compensable disease – and this duty does not end when employment terminates. The law does not require employer-employee relationship as a condition for the employer's liability. As long as the illness is contracted during the employee's employment, the employer's obligation subsists (*Itogon-Suyoc Mines, Inc. vs. Dulay, et al.*, L-18974, Sept. 30, 1963, 9 SCRA 199, 202-203). Consequently, respondent Workmen's Compensation Commission was in error in denying the motion for execution to recover medical and hospitalization expenses.

WHEREFORE , THE ORDER EN BANC OF THE RESPONDENT WORKMEN'S COMPENSATION COM-MISSION DATED FEBRUARY 24, 1976 IS HEREBY SET ASIDE AS A NULLITY AND THE REFEREE'S DECISION OF JANUARY 20, 1976 IS HEREBY RE-INSTATED AND AFFIRMED.

SO ORDERED.

Teehankee, (Chairman), Muñoz Palma, Aquino, and Martin, JJ., concur.

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