

MICHAEL JOHN MOLETA MALAGA, PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION (FOURTH DIVISION), BSM CREW SERVICE CENTRE PHILS. INC. AND/OR BERNHARD SCHULTE MANAGEMENT (CYPRUS...

Ponente: LIBREA-LEAGOGO, C.C., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/9358c075c143/>

LIBREA-LEAGOGO, C.C., J.:

Before this Court is a Petition for Certiorari[1] dated 29 January 2015 under Rule 65 of the Rules of Court, assailing the Decision[2] dated 09 October 2014 and Resolution[3] dated 25 November 2014 of the National Labor Relations Commission (Fourth Division) in NLRC LAC NO. OFW-M-07-000572-14; NLRC NCR (M)-02-01263-14, which dismissed the appeal for lack of merit and affirmed the Decision[4] dated 10 June 2014 of Labor Arbiter Beatriz T. De Guzman, and denied the Motion for Reconsideration, respectively.

Private respondents filed their Comment/Opposition[5] dated 16 February 2015, to which petitioner filed his Reply[6] dated 05 March 2015. Thus, the second paragraph of the Resolution[7] dated 05 February 2015 is reiterated, and the Petition is submitted for decision.

FACTUAL ANTECEDENTS

On 06 February 2014, complainant Michael John Moleta Malaga filed a Complaint[8] for disability benefits in the amount of US\$60,000.00, damages and attorneys fees against respondents BSM Crew Service Centre Phils., Inc. and/or Bernhard Schulte Shipmanagement (Cyprus) Ltd. and/or Narcissus L. Duran.

Complainant filed his Position Paper[9] dated 28 April 2014. It was alleged, inter alia, that: he was employed as an oiler or motorman on board the vessel MT “Chem Ranger” under a POEA-approved contract dated 24 July 2012; he was employed by BSM Crew Service Centre Phils. Inc. for its principal Bernhard Schulte Shipmanagement for nine (9) months with a basic monthly salary of US\$545 per month; prior to his deployment, he underwent a Pre-Employment Medical Examination (“PEME,” for brevity) and he was found fit to work; during the term of his POEA Contract with the respondents and while he was working on board the subject vessel, he suffered from Adjustment Disorder with Anxiety and Tract Infection; he was medically repatriated and arrived on 19 December 2012; at the Marine Medical Services, he was found to be suffering from Adjustment Disorder with Anxiety and Tract Infection; he was under treatment at the Marine Medical Services from 21 December 2012 to 02 May 2013 making him unable to work for more than 120 days; he was also examined by an independent doctor who is an expert in the field, Dr. Alma M. Lucindo-Jimenez (“Dr. Jimenez,” for brevity) of St. Luke's Medical Center; he continues to suffer from his illness, which is beyond the 120 days under the Abante and Crystal Shipping cases; his disability will not permit him to work again as a seafarer as he is now suffering from a permanent medical unfitness; and he is entitled to the maximum disability compensation of US\$60,000.00.

He averred that: he has sufficient cause of action against the respondents for disability benefits under the POEA Contract as all the requisites necessary to recover compensation are present; he usually worked in enclosed

premises with no exhaust fans; he inhaled or absorbed chemicals coming from the oil or lubricants; per the Medical Certificate issued by Mariner's Clinic in Vancouver, he was diagnosed to have upper respiratory tract infection and urinary tract infection ("UTI," for brevity); what he suffered on board the vessel is work-related since he was fit and passed the PEME; while on board the vessel, he had cough with yellow sputum, recurring fever, and pain when urinating with blood in his urine; because of the pain, sickness and the feeling of helplessness, he suffered from Adjustment Disorder with Anxiety; he is permanently and fully disabled; because of his illness, he can no longer work as a seafarer; since 240 days had already lapsed without any certification issued by the company-designated physician, he can be declared as permanently and fully disabled; he is entitled to an award of moral damages because the respondents acted with bad faith, malice and wanton attitude towards him when they refused to pay him his disability benefits; he is also entitled to exemplary damages because the unjustified refusal of respondents to pay him his disability benefits is a gross violation of the POEA Standard Employment Contract; and since he was compelled to litigate, he is entitled to the award of attorney's fees. It was prayed that judgment be rendered ordering the respondents to pay him disability benefits in the amount of US\$60,000.00; moral damages in the amount of Php1,000,000.00; exemplary damages in the amount of Php200,000.00; and attorney's fees of 10% of the total monetary award.

On 28 April 2014, respondents filed their Position Paper.[10] It was averred, inter alia, that: complainant was employed by BSM Crew Service Centre Philippines, Inc. for and in behalf of its principal Bernhard Schulte Ship Management to board the vessel Chem Ranger as a motorman under a 9-month POEA approved employment contract dated 24 July 2012; he joined the vessel on 26 July 2012 and was sent back home on 19 December 2012 after he complained of difficulty of sleeping while on board the subject vessel; upon his arrival in Manila, respondents referred complainant to the company-designated physician Dr. Mylene Cruz-Balbon ("Dr. Balbon," for brevity), for initial evaluation on 26 December 2012; it was opined that complainant might be suffering from T/C Adjustment Disorder with Anxiety, and T/C Urinary Tract Infection; he was referred to a urologist and thereafter underwent psychological test and neuropsychiatric evaluation; per Medical Report dated 02 May 2013 of the company-designated physician, complainant was cleared with regard to his kidney condition while as to his neurological condition, he needed to undergo repeat psychological test and if the result showed good response and the mental status examination is normal, he can be cleared with regard to his condition; Dr. Balbon noted in her Medical Report that UTI and glomerulonephritis are not work-related while psychiatric disorders are usually the result of multiple interacting and contributory factors; per Report dated 06 June 2013, the company-designated physician Dr. Roberto D. Lim opined that his final disability remains to be Grade 10 due to slight brain functional disturbance that requires little attendance or aid and which interferes to a slight degree with his working capacity; and during his medical treatment, his sickness allowance and medical expenses were all paid by respondents for humanitarian reasons.

It was further alleged, inter alia, that: complainant is not entitled to full disability benefits under the POEA-SEC because he is not suffering from a Grade 1 disability; he was cleared as regard his UTI and the same is not work-related; complainant's PEME dated 11 July 2012 reveals that he ticked off the item "alcohol" and admitted consuming 3-4 bottles of beer per occasion; medical articles explained how alcohol triggers UTI; assuming that complainant indeed has UTI, it was his alcohol intake which aggravated the same and not his work as a seafarer; complainant was assessed, neuro-psychiatric wise, with a Grade 10 disability rating by the company-designated physician; his Adjustment Disorder with Anxiety is not classified under Grade 1 disability but falls under Grade 10 disability which provides for slight mental disorder or disturbance that requires little attendance or aid and which interferes to a slight degree with the working capacity of the claimant; his disability can only be assessed by the company-designated physician; he is not entitled to damages and attorney's fees, there being no bad faith on the part of the respondents in denying his exorbitant claim for permanent disability benefits; and respondent

Narcissus L. Duran should be dropped in this case as he was not the employer of complainant. It was prayed that the case be dismissed for utter lack of merit.

Complainant filed his Comment[11] dated 12 May 201(4) to which respondents filed their Reply[12] dated 12 May 2014. Complainant and respondents filed their respective Rejoinders[13] dated 26 May 2014.

On 10 June 2014, Labor Arbiter Beatriz T. De Guzman rendered a Decision,[14] the dispositive portion of which reads:

“WHEREFORE, premises considered, the complaint for permanent disability is dismissed for lack of merit. Herein named respondents BSM CREW SERVICE CENTRE PHILS., INC., BERNHARD SCHULTE SHIPMANAGEMENT (CYPRUA) LTD. And NARCISSUS L. DURAN are ordered to pay, jointly and severally, complainant MICHAEL JOHN MOLETA MALAGA the amount of US\$10,075, or its peso equivalent at the time of payment, representing his Grade 10 disability compensation benefit under the POEA Standard Employment Contract for Seafarers.

All other claims are dismissed for lack of merit.

SO ORDERED.”[15]

Complainant filed a Notice of Appeal with Memorandum of Appeal[16] dated 27 June 2014, to which respondents filed their Comment and Opposition[17] dated 01 July 2014. Complainant then filed his Reply[18] dated 18 July 2014.

On 09 October 2014, the NLRC (Fourth Division) rendered its assailed Decision,[19] the dispositive portion of which reads:

“IN VIEW WHEREOF, the complainant's appeal is DISMISSED for lack of merit. The appealed Decision of the Labor Arbiter is AFFIRMED in toto.

SO ORDERED.”[20]

Complainant filed a Motion for Reconsideration[21] dated 24 October 2014, which was denied in the assailed Resolution[22] dated 25 November 2014.

Hence, this Petition.

R U L I N G

Petitioner raises the following grounds for allowance of his Petition, viz:

“THE NATIONAL LABOR RELATIONS COMMISSION COMMITTED GRAVE ABUSE OF DISCRETION BY DENYING PETITIONER'S CLAIM FOR FULL DISABILITY BENEFITS;

THE NATIONAL LABOR RELATIONS COMMISSION COMMITTED GRAVE ABUSE OF DISCRETION BY NOT AWARDING DAMAGES AND ATTORNEY'S FEES.”[23]

Petitioner contends, inter alia, that: per the Medical Certificate issued by the Mariners Clinic located in Vancouver, he was diagnosed to have upper respiratory tract infection and UTI; he is entitled to permanent disability benefits for his illness is work-related, specially since he was fit and had passed the PEME; although his illness is not included under Section 32-A of the POEA Contract, it is still disputably presumed to be work-related; his work as an oiler can be presumed to have contributed to his ailment; if the injuries or disabilities with a disability grading from 2 to 14 will incapacitate a seafarer from performing his usual sea duties for a period of more than 120 or 240 days, depending on the need for further medical treatment, then he is, under legal

contemplation, totally and permanently disabled; if a seafarer's illness prevents him from engaging in gainful employment for more than 120 or 240 days, as the case may be, he shall be deemed totally and permanently disabled; and respondents grossly breached their contractual duty to pay him his disability benefits, hence, he is entitled to moral and exemplary damages, as well as attorney's fees.

Private respondents riposte, inter alia, that: petitioner failed to discharge his burden of proving that his illness is work-related; the company-designated physician made a categorical declaration that UTI and glomerulonephritis are not work-related while psychiatric disorders are usually the result of multiple interacting and contributory factors; as to petitioner's Adjustment Disorder with Anxiety, the company-designated physician gave a final disability rating of Grade 10 – due to slight brain functional disturbance that requires little attendance or aid and which interferes to a slight degree with the patient's working capacity; petitioner's personal doctor Dr. Jimenez also diagnosed his Post Traumatic Stress Disorder as partly resolved; petitioner's personal doctor did not categorically declare that he is now permanently unfit for sea duties; loss of earning capacity cannot be based on mere presumptions; and since no malice, bad faith or ill motive can be imputed against private respondents, petitioner is not entitled to damages and attorney's fees.

The Petition is bereft of merit.

[J]udicial review of decisions of the NLRC via petition for certiorari under Rule 65, as a general rule, is confined only to issues of lack or excess of jurisdiction and grave abuse of discretion on the part of the NLRC. (This Court) does not assess and weigh the sufficiency of evidence upon which the LA and the NLRC based their conclusions. The issue is limited to the determination of whether or not the NLRC acted without or in excess of its jurisdiction, or with grave abuse of discretion in rendering the resolution, except if, the findings of the NLRC are not supported by substantial evidence.[24] Grave abuse of discretion connotes judgment exercised in a capricious and whimsical manner that is tantamount to lack of jurisdiction. To be considered 'grave,' the discretionary authority must be exercised in a despotic manner by reason of passion or personal hostility, and must be so patent and gross as to amount to an evasion of positive duty or to a virtual refusal to perform the duty enjoined by or to act (at) all in contemplation of law.[25]

The pivotal issue in this case is whether or not public respondent committed grave abuse of discretion in affirming the Labor Arbiter's Decision, which dismissed the Complaint for permanent disability benefits and ordered private respondents to pay petitioner the amount of US\$10,075.00 representing petitioner's Grade 10 disability compensation benefit under the POEA Standard Employment Contract for Seafarers, and in denying the Motion for Reconsideration.

We find in the negative.

The terms and conditions of a seafarer's employment, including claims for xxx disability benefits, is a matter governed, not only by medical findings, but by the contract he entered into with his employer and the law which is deemed integrated therein.[26] The POEA-approved Contract of Employment[27] of petitioner is dated 17 July 2012. Section 20 (A) (3) and (6) of the 2010 POEA Standard Employment Contract ("2010 POEA-SEC", for brevity) provides:

“SECTION 20. Compensation and Benefits. —

- Compensation and Benefits for Injury or Illness

The liabilities of the employer when the seafarer suffers work-related injury or illness during the term of his contract are as follows:

x x x x

3.

In addition to the above obligation of the employer to provide medical attention, the seafarer shall also receive sickness allowance from his employer in an amount equivalent to his basic wage computed from the time he signed off until he is declared fit to work or the degree of disability has been assessed by the company-designated physician. The period within which the seafarer shall be entitled to his sickness allowance shall not exceed 120 days. Payment of the sickness allowance shall be made on a regular basis, but not less than once a month.

The seafarer shall be entitled to reimbursement of the cost of medicines prescribed by the company-designated physician. In case treatment of the seafarer is on an out-patient basis as determined by the company-designated physician, the company shall approve the appropriate mode of transportation and accommodation. The reasonable cost of actual traveling expenses and/or accommodation shall be paid subject to liquidation and submission of official receipts and/or proof of expenses.

For this purpose, the seafarer shall submit himself to a post-employment medical examination by a company-designated physician within three working days upon his return except when he is physically incapacitated to do so, in which case, a written notice to the agency within the same period is deemed as compliance. In the course of the treatment, the seafarer shall also report regularly to the company-designated physician specifically on the dates as prescribed by the company-designated physician and agreed to by the seafarer. Failure of the seafarer to comply with the mandatory reporting requirement shall result in his forfeiture of the right to claim the above benefits.

If a doctor appointed by the seafarer disagrees with the assessment, a third doctor may be agreed jointly between the Employer and the seafarer. The third doctor's decision shall be final and binding on both parties.

x x x x

6.

In case of permanent total or partial disability of the seafarer caused by either injury or illness the seafarer shall be compensated in accordance with the schedule of benefits enumerated in Section 32 of his Contract. Computation of his benefits arising from an illness or disease shall be governed by the rates and the rules of compensation applicable at the time the illness or disease was contracted.

The disability shall be based solely on the disability gradings provided under Section 32 of this Contract, and shall not be measured or determined by the number of days a seafarer is under treatment or the number of days in which sickness allowance is paid.

x x x x”

(T)wo elements must concur for an injury or illness of a seafarer to be compensable. First, the injury or illness must be work-related; and second, that the work-related injury or illness must have existed during the term of the seafarer's employment contract.[28] The 2010 POEA-SEC defines “Work-Related Illness” as “any sickness as a result of an occupational disease listed under Section 32-A of this Contract with the conditions set therein satisfied.”

In this case, petitioner was hired as a motorman for the vessel Chem Ranger for a duration of nine (9) months.[29] While on board the vessel, he noticed that sometimes his urine was red, he experienced painful urination, and complained of cough and rhinorrhea. On 28 August 2012 and 01 September 2012, he was seen by Dr. Samuel Krausz of the Mariners Clinic General Practitioners in Vancouver where he was diagnosed to be suffering from UTI, strep throat and upper respiratory tract infection, for which he was prescribed medications.[30] Since petitioner had fever, insomnia and his urination problem continued, he was recommended for sign-off.[31] On 05 December 2012, petitioner underwent CT scan examination in China with the following findings: “CT on head is fine. Advice checking every month. Fit for duty.”[32] However, petitioner continued to be sick and he was recommended for repatriation as stated in the Visit to Doctor/Dentist/Optician Form[33] dated 09 December 2012. He was repatriated for medical reasons and arrived in the Philippines on 19 December 2012.[34] Upon his arrival, he was referred to the Metropolitan Medical Center for further evaluation and management. He was initially evaluated on 21 December 2012 and was referred to a urologist, ENT specialist and pulmonologist.[35] Petitioner's laboratory blood test, anti-streptolysin O titer, urinalysis, kidney function test, ultrasound of kidney and urinary bladder, CT stonogram, and pulmonary evaluation were essentially normal.[36] He also underwent a psychological test for further evaluation of his neuro-psychiatric condition.[37] Per Medical Report[38] dated 26 December 2012 issued by Asst. Medical Coordinator Dr. Balbon, it was stated, inter alia, that: petitioner was given medications for his complaint of poor sleep, headache and dizziness; and his condition will be determined if it is work-related or not once all work-ups are done. In the said Medical Report, the company-designated physician also advised petitioner to come back for re-evaluation and stated the impression - “(t)o consider Adjustment Disorder with Anxiety(;) (t)o consider Urinary Tract Infection, Treated.”[39]

Per Certificates[40] dated 02 May 2013, Dr. Balbon stated petitioner's diagnosis as “Adjustment Disorder with Anxiety; Tract Infection, Treated; Microscopic Hematuria, Rule Out Renal Pathology.”[41] Petitioner underwent repeat laboratory tests and was referred to a nephrologist who opined that he has asymptomatic urinary abnormality which could be due to a very mild glomerulonephritis but since his renal function is normal, the specialist cleared petitioner with regard to his kidney condition.[42] Per Medical Report[43] dated 02 May 2013, Dr. Balbon gave the following diagnosis: “Adjustment Disorder with Anxiety(;) Urinary Tract Infection, Treated(;) Mild Glomerulonephritis”[44] and further stated that: with regard to petitioner's neurological condition, he has less dizziness but with sleep fragmentation; he was advised to continue his medications (Xanor, Serc); he needed to undergo repeat psychological test for monitoring and prognostication; if the result showed good response and the mental status examination is normal, he could be cleared with regard to his condition; and he was scheduled to come back on 14 May 2013 for repeat psychological test and reevaluation.

On 17 May 2013, the company-designated physician Dr. Balbon issued a Medical Report[45] stating therein, inter alia, that: petitioner's UTI is not work-related; glomerulonephritis is a kidney disease with (various) causes including auto-immune, vasculitis, (and) condition(s) that cause scarring of the glomeruli (hypertension, diabetes mellitus); and with regard to his Adjustment Disorder, most psychiatric disorders are usually the result of multiple (occupational, environment, interpersonal) interacting and contributory factors so it would be difficult to state with certainty whether the condition is work-related or not. It appears that the company-designated physician Dr.

Robert D. Lim of the Marine Medical Services, Metropolitan Medical Center referred petitioner to Dr. Raymond L. Rosales, a diplomate in Neurology and Psychiatry at the University of Santo Tomas Hospital.[46] Dr. Rosales' Report[47] dated 06 June 2013 states:

“RE: Seafarer Michael John Malaga
&(Rank: Oiler)

Comments: Still with dizziness, palpitation, nervousness with tremors

Diagnosis: Adjustment Disorder with Anxiety

Disposition: Refill medications.

Prognosis is guarded

Disability grade 10 – slight brain functional disturbance that requires little attendance or aid and which interferes to a slight degree with the working capacity of the patient.”[48] (Emphasis supplied)

It could be gleaned from the various findings of the company-designated physicians, made only after petitioner underwent several medical tests and treatment, that: his UTI was already treated^{xlix} and is not work-related;[50] a specialist cleared petitioner with regard to his kidney condition;[51] although Dr. Balbon stated that it would be difficult to state with certainty whether petitioner's Adjustment Disorder is work-related or not, she opined that most psychiatric disorders are usually the result of multiple interacting and contributory factors;[52] and with regard to his Adjustment Disorder with Anxiety, Dr. Rosales unequivocally gave petitioner a Disability Grade 10 for his slight brain functional disturbance that requires little attendance or aid and which interferes to a slight degree with his working capacity.[53]

Under the POEA-SEC xxx, the degree of disability arising from a work-connected injury or illness of a seafarer or his fitness to work shall be assessed by the company-designated physician to make the employer liable.[54] '(I)t is the company designated-physician who is entrusted with the task of assessing the seaman's disability, whether total or partial, due to either injury or illness, during the term of the latter's employment. xxx'[55] Under Section 32 of the 2010 POEA-SEC, “slight mental disorder or disturbance that requires little attendance or aid and which interferes to a slight degree with the working capacity of the claimant” is classified as an Impediment Grade 10 or the amount of US\$50,000.00 x 20.15% or US\$10,075.00. In granting petitioner a disability benefit equivalent to Grade 10 or the amount of US\$10,075.00 for his Adjustment Disorder with Anxiety, as assessed by the company-designated physician, the Labor Arbiter simply observed the POEA-SEC.[56] Accordingly, public respondent committed no grave abuse of discretion when it affirmed the Labor Arbiter's findings.[57]

It is axiomatic that factual findings of the NLRC affirming those of the Labor Arbiter, who are deemed to have acquired expertise in matters within their jurisdiction, when sufficiently supported by evidence on record, are accorded respect if not finality, and are considered binding on this Court. As long as their Decisions are devoid of any unfairness or arbitrariness in the process of their deduction from the evidence proffered by the parties before them, all that is left is the Court's stamp of finality by affirming the factual findings made by the NLRC and the Labor Arbiter.[58]

Petitioner posits that there is no proof that his illness is not work-related and although the same is not included

under Section 32-A of the POEA-SEC, it is disputably presumed to be work-related.

We are unpersuaded.

Section 20 (A) (4) provides that “(t)hose illnesses not listed in Section 32 of this Contract are disputably presumed as work-related.” (Nonetheless, petitioner as) claimant must not merely rely on the disputable presumption, but must be able to present no less than substantial evidence to support (his) claim. Substantial evidence is more than a mere scintilla. It must reach the level of relevant evidence that a reasonable mind might accept as sufficient to support a conclusion.[59] It bears emphasis that (a)wards of compensation cannot rest on speculations or presumptions, for the claimant must prove a positive proposition. In this case, the burden is placed upon petitioner to present by substantial evidence xxx to prove causation between the nature of his employment and his illness, or that the risk of contracting the illness was increased by his working condition. In short, the onus probandi falls on petitioner to establish or substantiate his claim that he is entitled to disability benefits by the requisite quantum of evidence.[60] Petitioner failed in this regard.

Even the Certifications issued by petitioner's personal doctor Dr. Jimenez do not support his claim for total and permanent disability benefits. Per Certification[61] dated 01 October 2013, Dr. Jimenez, a psychiatrist, stated, inter alia, that petitioner's Post Traumatic Stress Disorder was partly resolved and suggested full compliance to his medications and a reassessment after a month. On 24 October 2013, Dr. Jimenez issued another Certification[62] stating therein that petitioner's “xxx anxiety disorder is much improved.”[63] and that he was given medications, and advised to go on leave from work for 4 to 5 months. Furthermore, according to Dr. Jimenez' Certification[64] dated 23 November 2013, petitioner's Panic Disorder and Depression were slightly improved with residual symptoms and was advised to take his medications religiously. It bears emphasis that petitioner's own doctor of choice did not state that he is totally and permanently unfit to work.

Moreover, it is of no moment that petitioner was found “fit for sea duty”[65] after his PEME. Verily, the grant of total and permanent disability is not automatically awarded simply because a seafarer xxx contracted an illness after initially passing his PEME.[66] PEME is not exploratory and does not allow the employer to discover any and all pre-existing medical condition with which the seafarer is suffering xxx. The PEME is nothing more than a summary examination of the seafarer's physiological condition; it merely determines whether one is 'fit to work' at sea or 'fit for sea service' and it does not state the real state of health of an applicant. The 'fit to work' declaration in the PEME cannot be a conclusive proof to show that he was free from any ailment prior to his deployment.[67]

As keenly found by public respondent, viz:

“While it is true that more than 120 days have lapsed from the date the seafarer was medically repatriated, the record would, likewise, show that the complainant was assessed with a disability grading before the expiration of the maximum 240 day period. After the breach of the 120-day period, Malaga still needed to undergo repeat Psychological test for monitoring and prognostication. This further medical attention precipitated the need to extend the 120 day period to 240 days.”[68] (Emphasis supplied)

Indeed, the mere lapse of the 120-day period itself does not automatically warrant the payment of permanent total disability benefits.[69] Just because the seafarer is unable to perform his job and is undergoing medical treatment for more than 120 days does not automatically entitle the seafarer to total and permanent disability compensation.[70] (A) finding by the company-designated doctor that the seafarer needs further treatment beyond the initial 120-day period results in the extension of the period for the declaration of the existence of a permanent partial or total disability to 240 days.[71]

Here, petitioner consulted the company-designated physician two days after he was repatriated or on 21 December 2012.[72] He was initially diagnosed to have an Adjustment Disorder with Anxiety while his UTI was declared

already treated; he was referred to various specialists, underwent a series of medical tests and given medications; he was required to come back to the company-designated physician for further evaluation; and he was also required to undergo repeat psychological tests for monitoring. It was only on 06 June 2013 that petitioner was given a disability grading under the POEA schedule of disabilities of Grade 10.[73] From the date that petitioner was initially seen by the company-designated physician on 21 December 2012 up to the date when he was given a disability grade on 06 June 2013, only 167 days had lapsed, or before the maximum 240-day medical treatment period expired.

(While) (W)e commiserate with (petitioner, Our) commitment to the cause of labor is not a lopsided undertaking. It cannot and does not prevent (this Court) from sustaining the employer when it is in the right. The constitutional policy to provide full protection to labor is not meant to be a sword to oppress employers. Justice, is, in every case for the deserving, and it must be dispensed with in the light of established facts, the applicable law, and existing jurisprudence.[74]

WHEREFORE, premises considered, the Petition is DENIED. No pronouncement as to costs.

SO ORDERED.

Lazaro-Javier, and Sadang, JJ., concur.

[1] Rollo, pp. 3-17

[2] Id. at 19-28

[3] Id. at 30-31

[4] Id. at 112-123

[5] Id. at 165-177

[6] Id. at 178-184

[7] Id. at 163

[8] Id. at 49, 89-90

[9] Id. at 50-64

[10] Id. at 65-82

[11] Id. at 91-96

[12] Id. at 97-102

[13] Id. at 103-105, 106-110

[14] Id. at 112-123

[15] Id. at 123

[16] Id. at 124-135

[17] Id. at 136-147

[18] Id. at 148-153

[19] Id. at 19-28

[20] Id. at 27

[21] Id. at 154-162

[22] Id. at 30-31

[23] Id. at 7

[24] Bernard A. Tenazas, et al. v. R. Villegas Taxi Transport, et al., G.R. No. 192998, 02 April 2014, citing Anonas Construction and Industrial Supply Corp., et al. v. NLRC, et al., 590 Phil. 400 (2008)

[25] Martin K. Ayungo v. Beamko Shipmanagement Corporation, et al., G.R. No. 203161, 26 February 2014

[26] Cf. Remedios O. Yap v. Rover Maritime Services Corporation, et al., G.R. No. 198342, 13 August 2014

[27] Rollo, p. 32

[28] Magsaysay Maritime Services, et al. v. Earlwin Meinrad Antero F. Laurel, G.R. No. 195518, 20 March 2013

[29] Rollo, p. 32

[30] Id. at 36-37, 39

[31] Id. at 35

[32] Id. at 42

[33] Id. at 35

[34] Id. at 53, 67

[35] Id. at 84-85

[36] Id. at 85

[37] Id.

[38] Id. at 84-85

[39] Id. at 85

[40] Id. at 44-45

[41] Id.

[42] Id. at 86

[43] Id.

[44] Id.

[45] Id. at 87

[46] Id. at 88

[47] Id.

[48] Id.

[49] Id. at 44-45, 85-86

[50] Id. at 87

[51] Id. at 86

[52] Id. at 87

[53] Id. at 88 54 OSG Shipmanagement Manila, Inc., et al. v. Joselito B. Pellazar, G.R. No. 198367, 06 August 2014

[55] Loadstar International Shipping, Inc. v. The Heirs of the Late Enrique C. Calawigan, etc., G.R. No. 187337, 05 December 2012, citing Coastal Safeway Marine Services v. Esguerra, G.R. No. 185352, 10 August 2011, 655 SCRA 300, 307-308, further citation omitted

[56] Rollo, pp. 118-119, 122

[57] Id. at 25

[58] Colegio De San Juan De Letran v. Isidra Dela Rosa-Meris, G.R. No. 178837, 01 September 2014, citing Bolinao Security and Investigation Service, Inc. v. Toston, 466 Phil. 153 (2004)

[59] Joraina Dragon Talosig v. United Philippine Lines, Inc., et al., G.R. No. 198388, 28 July 2014

[60] Alone Amar P. Tagle v. Anglo-Eastern Crew Management, Phils., Inc., et al., G.R. No. 209302, 09 July 2014

[61] Rollo, p. 46

[62] Id. at 47

[63] Id.

[64] Id. at 48

[65] Id. at 92 66 Alone Amar P. Tagle v. Anglo-Eastern Crew Management, Phils., Inc., et al., supra

[67] Status Maritime Corporation, et al. v. Spouses Margarito B. Delalamon and Priscila A. Delalamon, G.R. No. 198097, 30 July 2014

[68] Rollo, p. 25

[69] Cf. OSG Shipmanagement Manila, Inc., et al. v. Joselito B. Pellazar, supra

[70] Ricardo A. Dalusong v. Eagle Clarc Shipping Philippines, Inc., et al., G.R. No. 204233, 03 September 2014

[71] Magsaysay Maritime Corporation, et al. v. Henry M. Simbajon, G.R. No. 203472, 09 July 2014, citing Vergara v. Hammonia Maritime Services, Inc., et al., G.R. No. 172933, 588 Phil. 895, 912 (2008)

[72] Rollo, p. 84

[73] Id. at 88

[74] Status Maritime Corporation, et al. v. Spouses Margarito B. Delalamon and Priscila A. Delalamon, supra

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.