DANILO D. ABRERA, PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION (THIRD DIVISION), DOLPHIN SHIP MANAGEMENT, INC., DISNEY CRUISE LINE, MR. SANTOS A. MACATANGAY, MR. MARCELO ...

Ponente: GAERLAN, S.H., J.

Read online (full-text search, related cases, audio case brief): https://batas.org/library/9b7ff65ca9dc/

GAERLAN, S.H., J.:

Before this Court is a petition[1] for certiorari under Rule 65 of the 1997 Rules of Civil Procedure seeking to reverse and set aside the Decision[2] and Resolution[3] (promulgated on 29 November 2011 and 12 January 2012, respectively) of the National Labor Relations Commission[4] in NLRC LAC (OFW-M) 10-000875-11[5]. The assailed Decision reversed and set aside the Decision[6] dated 26 August 2011 of Labor Arbiter Romelita N. Rioflorido, while the subsequent Resolution denied herein petitioner's motion for reconsideration[7].

FACTS

The present petition stemmed from a Complaint[8] for Permanent Total Disability Benefits, Reimbursement of Medical Expenses, Sickness Allowance, Moral and Exemplary Damages, and Attorneys Fees filed by Danilo D. Abrera (petitioner) against DOLPHIN SHIP MANAGEMENT, INC., Disney Cruise Line, Inc., Mr. Santos A. Macatangay, Mr. Marcelo Rañeses, and M/V “Disney Magic” (private respondents).

Records show that private respondents hired petitioner as Refurbishing Assistant[9] for Disney Cruise Line, Inc.'s vessel, M/V “Disney Magic.” Petitioner's contract was for a period of six (6) months with a monthly salary of US$568.00. Further, said contract expressly states, among others, that, “The terms and conditions in accordance with the Department Order No. 4[10] and Memorandum Circular No. 9, both Series of 2000, shall be strictly and faithfully observed.” On 16 July 2010, petitioner left Manila to join his vessel.[11]

Sometime in September 2010, while on board his vessel, petitioner complained of abdominal pains. He consulted the ship's physician who diagnosed petitioner's condition as “Appendicitis.” The physician advised petitioner to consult another doctor from a land-based hospital. Thus, on 12 September 2010, while the vessel was in Italy, petitioner was brought to a hospital where the prior diagnosis of the ship's physician was confirmed.[12]

Consequently, petitioner underwent appendectomy and remained at the hospital for five (5) days. He was eventually repatriated to Manila on 18 September 2010. Upon arrival, petitioner was immediately brought to the Metropolitan Medical Center, private respondents' accredited hospital. Petitioner's condition was diagnosed by private respondents' doctors[13] as “S/P Appendectomy; Small Bowel Obstruction Secondary to Post-op Adhesions; S/P Adhesiolysis, Right Hemi-Colectomy with Ileo-Colostomy and Intra-Operative Colonoscopy.” He was discharged from the hospital on 1 October 2010. He returned thereto on 20 October 2010 for a follow-up.[14]

On 12 November 2010, petitioner underwent a CT scan at the National Kidney Institute upon order of private respondents.[15]

Petitioner claimed that despite medications and treatment, his condition deteriorated and showed no signs of improvement prompting him to consult an independent specialist, Dr. Manuel C. Jacinto, Jr. (Dr. Jacinto), who found petitioner as physically unfit to resume work as seafarer. Dr. Jacinto's diagnosis of petitioner's health condition was “Colitis; Ascending Colon; Superior Mesentric Vein Thrombus; Fatty Liver, Mild; Tarlov Cyst S2-S3.”[16] A Medical Certificate[17] corresponding thereto was issued by Dr. Jacinto on 2 December 2010.

On the other hand, private respondents refuted petitioner's claim for disability benefits and asserted that said claim is baseless, in fact and in law. Specifically, private respondents averred that petitioner's alleged disability or illness (Appendicitis) is not work-related, as required under the 2000 POEA[18] Standard Employment Contract (SEC). Appendicitis is not listed among the occupational diseases under Section 32-A of the POEA Standard Employment Contract. At most, there is only a disputable presumption that petitioner's appendicitis is work-related. Nonetheless, the medical reports issued by private respondents' company-designated physicians showed that petitioner's illness is not work-related. Private respondents maintained that they have sufficiently disputed the presumption and they cannot be faulted for denying petitioner's unfounded claims.[19]

Further, private respondents stressed that petitioner failed to contest the findings of the company-designated physicians. He did not return for his re-evaluation scheduled on 5 November 2010 despite the waiver that he signed, stating that “...failure on his part to return on the advised date or failure to notify the client or the company will make him forfeit his right based upon the POEA contract.”[20]

On 26 August 2011, Labor Arbiter Romelita N. Rioflorido rendered a Decision, the dispositive portion[21] thereof reads:

> “WHEREFORE, a decision is hereby rendered directing respondents DOLPHIN SHIPMANAGEMENT and DISNEY CRUISE LINE, jointly and severally, to pay complainant's permanent total disability benefits in the amount of US$60,000.00, plus 10% thereof as attorney's fees, in Philippine peso at the time of payment. Other claims are dismissed.
>
> SO ORDERED.”

On appeal by private respondents, the National Labor Relations Commission (NLRC) Third Division rendered the challenged Decision and ruled:

> “WHEREFORE, the appeal is GRANTED. The Decision appealed from is REVERSED and SET ASIDE, and a new one is issued DISMISSING the complaint.
>
> SO ORDERED.”

Petitioner moved for reconsideration but was denied by respondent NLRC through the assailed Resolution.

Hence, this petition anchored on the following grounds[22]:

ISSUES

I.

> THAT THE HONORABLE PUBLIC RESPONDENT NLRC HAD COMMITTED CLEAR AND PALPABLE ERROR AND GRAVE ABUSE OF DISCRETION WHEN IT REVERSED THE JUDICIOUS FINDING OF FACTS AND DECISION OF THE HONORABLE LABOR ARBITER A QUO.
>
> II.
>
> THAT THE HONORABLE PUBLIC RESPONDENT NLRC HAD COMMITTED PALPABLE ERROR

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

AND GRAVE ABUSE OF DISCRETION WHEN IT SWALLOWED HOOK, LINE, AND SINKER PRIVATE RESPONDENTS' COMPANY DESIGNATED PHYSICIAN'S INACCURATE DECLARATION ALLEGING PETITIONER'S SEVERE ILLNESS THAT HAD RENDERED HIM ALREADY TOTALLY UNFIT AS SEAFARER AS NOT WORK RELATED AND WORK AGGRAVATED.

III.

THAT THE HONORABLE PUBLIC RESPONDENT NLRC HAD COMMITTED CLEAR AND PALPABLE ERROR AND GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OF JURISDICTION WHEN IT GAVE CREDENCE TO THE ALLEGED WAIVER SIGNED BY PETITIONER ALTHOUGH SUCH WAIVER IS CONTRARY TO LAW AND PUBLIC POLICY AS IT IS NOT ACCOMPANIED BY ANY CONSIDERATION.

IV.

THAT THE DECISION OF THE HONORABLE PUBLIC RESPONDENT NLRC REVERSING THE JUDICIOUS FINDING OF FACTS AND DECISION OF THE HONORABLE LABOR ARBITER A QUO IS CONTRARY TO THE EVIDENCE ON RECORDS, TO THE BENEVOLENT PROVISIONS OF THE POEA STANDARD EMPLOYMENT CONTRACT AND CONTRADICTS APPLICABLE JURISPRUDENCE PROMULGATED BY THIS HONORABLE COURT OF APPEALS AS WELL AS THE SUPREME COURT.

V.

THAT THERE IS NO APPEAL OR ANY PLAIN SPEEDY AND ADEQUATE REMEDY IN THE ORDINARY COURSE OF LAW OTHER THAN THIS PETITION.

OUR RULING

Petitioner maintains that he is no longer fit to resume his seafarer work even after he was subjected to medical attention by private respondents' physicians and his own independent doctor for more than 120 days. He insists that he acquired his illness during the term of his employment contract with private respondents and said illness worsened and remained unresolved at the time of the filing of his complaint with the NLRC. Petitioner also contends that the company-designated physicians never made any declaration as to his fitness or unfitness for work, and even if they did, their bias in favor of private respondents cannot be disregarded.[23]

Rather, petitioner asserts, the findings of his chosen independent specialist, Dr. Jacinto, should be given more credence. Petitioner contends that Labor Arbiter Rioflorido did not err in sustaining petitioner's claims based on the not-fit-for-work assessment of petitioner made by Dr. Jacinto. Prior to his deployment, petitioner underwent a series of rigid pre-employment medical examination and was found fit to work. Thus, his health condition was clearly aggravated by his work on board private respondents' vessel during the term of his employment contract.[24]

Also, petitioner points out that apart from the fact that Labor Arbiter Rioflorido had personally seen his deteriorated physical and health condition, findings of fact made by the Labor Arbiter are afforded great respect, even finality, when supported by substantial evidence. In this regard, petitioner is firm that the NLRC erred when it reversed the findings of Labor Arbiter Rioflorido despite private respondents' failure to submit evidence that will overthrow the presumption in favor of the seafarer (i.e. that the disability-causing illness is work-related).[25]

Anent the waiver that he signed, petitioner avers that the same was forced upon him by private respondents. He was pressured into signing said waiver lest his sick wages will not be released by private respondents.[26]

On the one hand, private respondents, in their Comment[27], counter that the NLRC correctly ruled that petitioner is not entitled to disability benefits considering that his appendicitis is not work-related. They stress that for disability to be compensable under the POEA SEC, it must be shown that: (1) the illness or injury must be suffered during the term of the seafarer's employment; and (2) said illness or injury must be work-related. In this case, the company-designated physicians, who were privies to petitioner's medical condition from the time of his repatriation, found that petitioner's appendicitis is due to a blockage of the appendix and is not work-related. Petitioner's alleged specialist, Dr. Jacinto (an orthopedic doctor) did not make any finding as to the work-relation of petitioner's appendicitis. Also, no evidence was presented by petitioner to show that his illness was caused or aggravated by his work as Refurbishing Assistant. The NLRC, thus, aptly gave credence to the findings of the company-designated physician.[28]

Private respondents also impute medical abandonment on the part of petitioner. According to them, petitioner did not continue with his treatment under private respondents' company-designated doctors. His last consultation with them was on 20 October 2010 and did not come back despite his scheduled re-evaluation on 5 November 2010. Instead, he filed the complaint with the NLRC on 8 November 2010.[29] Private respondents assert that had petitioner continued with his treatment, he would have been declared fit for work by the company doctors. Also, the alleged medical report issued by one Dr. Irene Inductivo-Yu (Dr. Inductivo-Yu), which petitioner raised for the first time in his motion for reconsideration before the NLRC, deserves scant consideration because it was issued on May 2011 or seven months after he was under the care and treatment of private respondents' company physicians. Said report, also did not state that petitioner's illness is work-related. Thus, no error can be attributed to the NLRC in dismissing petitioner's complaint.[30]

We find no merit in the petition.

The issues raised boil down to whether or not petitioner is entitled to disability benefits under the 2000 POEA SEC. We rule in the negative.

Entitlement of a seafarer on overseas employment to disability benefits is governed by the medical findings, by law and by the parties' contract. By law, the governing provisions are Articles 191 to 193, Chapter VI (Disability Benefits) of the Labor Code, in relation to Section 2, Rule X of the Rules and Regulations Implementing Book IV of the Labor Code. By contract, the provisions of the POEA-SEC incorporating Department Order No. 4, series of 2000 of the Department of Labor and Employment (the POEA-SEC) govern.[31]

The Supreme Court has repeatedly outlined[32] the applicable laws and implementing rules insofar as claims for disability benefits of seafarers are concerned, viz:

> “x x x we find it necessary to define total and permanent disability as provided under Article 192 (3) (1) of the Labor Code:
>
> (3) The following disabilities shall be deemed total and permanent:
>
> (1) Temporary total disability lasting continuously for more than one hundred twenty days, except as otherwise provided for in the Rules.

In relation to this Labor Code provision, we also refer to Section 2, Rule X of the Rules and Regulations Implementing Book IV of the Labor Code:

> SEC. 2. Period of entitlement. — (a) The income benefit shall be paid beginning on the first day of such disability. If caused by an injury or sickness it shall not be paid longer than 120 consecutive days except where such injury or sickness still requires medical attendance beyond 120 days but not to exceed 240 days from onset of disability in which case benefit for temporary total disability shall be paid. However, the System may

> declare the total and permanent status at any time after 120 days of continuous temporary total disability as may be warranted by the degree of actual loss or impairment of physical or mental functions as determined by the System.

By contract, pertinent to the issue of compensability in the event of the seafarer's illness or disability is Section 20-B of the POEA-SEC. It reads:

> SECTION 20. COMPENSATION AND BENEFITS.—

xxx xxx xxx

> B. 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:

xxx xxx xxx

> 3. Upon sign-off from the vessel for medical treatment, the seafarer is entitled to sickness allowance equivalent to his basic wage until he is declared fit to work or the degree of permanent disability has been assessed by the company-designated physician but in no case shall this period exceed one hundred twenty (120) days.
>
> 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. 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.

Section 20-B of the POEA-SEC, in plain terms, laid out two primary conditions which the seafarer must meet in order for him to claim disability benefits — that the injury or illness is work-related and that it occurred during the term of the contract. It also spelled out the procedure to be followed in assessing the seafarer's disability — whether total or partial and whether temporary or permanent — resulting from either injury or illness during the term of the contract, in addition to specifying the employer's liabilities on account of such injury or illness.

When read together with Articles 191 to 193, Chapter VI (Disability Benefits) of the Labor Code and Section 2, Rule X of the Rules and Regulations Implementing Book IV of the Labor Code, and following our various pronouncements, Section 20-B of the POEA-SEC evidently shows that it is the company-designated physician who primarily assesses the degree of the seafarer's disability. Upon the seafarer's repatriation for medical treatment, and during the course of such treatment, the seafarer is under total temporary disability and receives medical allowance until the company-designated physician declares his fitness to work resumption or determines the degree of the seafarer's permanent disability — either total or partial. The company-designated physician should, however, make the declaration or determination within 120 days, otherwise, the law considers the seafarer's disability as total and permanent and the latter shall be entitled to disability benefits. Should the seafarer still require medical treatment for more than 120 days, the period granted to the company-designated physician to make the declaration of the fitness to work or determination of the permanent disability may be extended, but not to exceed 240 days. At anytime during this latter period, the company-designated physician may make the declaration or determination: either the seafarer will no longer be entitled to any sickness allowance as he is already declared fit to work, or he shall be entitled to receive disability benefits depending on the degree of his permanent disability.

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

The seafarer is not, of course, irretrievably bound by the findings of the company-designated physician as the above provisions allow him to seek a second opinion and consult a doctor of his choice. In case of disagreement between the findings of the company-designated physician and the seafarer's appointed physician, the parties shall jointly agree to refer the matter to a third doctor whose findings shall be final and binding on both.” (emphases and underscorings supplied)

In the case at bench, records show that petitioner disembarked or signed off from his vessel on 12 September 2010 when he underwent appendectomy in a hospital in Italy. He was thereafter repatriated and placed under the care and attention of private respondents' company-designated physicians until 20 October 2010, petitioner's last consultation with the latter. He was advised to return on 5 November 2010 for re-evaluation but did not do so; and filed, instead, his complaint before the NLRC. Clearly, at the time of the filing of the complaint on 8 November 2010, petitioner, had no ground for disability claim inasmuch as the 120-day period for medical treatment allowed under the law and the POEA SEC has not yet lapsed.

Moreover, the 2000 POEA SEC defines "work-related illness" as any sickness resulting to disability or death as a result of an occupational disease listed under Section 32-A thereof with the conditions set therein satisfied.[33] In interpreting said definition, the Supreme Court has held that for disability to be compensable under Section 20 (B) of the 2000 POEA-SEC, it is not sufficient to establish that the seafarer's illness or injury has rendered him permanently or partially disabled; it must also be shown that there is a causal connection between the seafarer's illness or injury and the work for which he had been contracted.[34]

In petitioner's case, apart from the fact that Appendicitis and Small Bowel obstruction are not among those specifically listed under Section 32-A of the 2000 POEA SEC, it is worthy to note that as early as 5 October 2010, the company-designated physician already made a finding[35] that petitioner's Appendicitis is not work-related.[36]

Meanwhile, petitioner's alleged “new illness” (Small Bowel Obstruction) was not shown to have been contracted or suffered while petitioner was on board private respondents' vessel, during the term of his employment contract. On the contrary, the medical reports reveal that said “new illness” is secondary to post-operation adhesions (infection; infected surgical site[37]) resulting from his appendectomy. In fact, petitioner, in his Position Paper before the Labor Arbiter, even averred that his worsening medical condition on account of his inability to control his bowel movement is a “result of gross negligence tantamount to medical malpractice done to him by the doctors at the hospital in Italy.”[38]

True, the 2000 POEA SEC provides[39] that “illnesses not listed in Section 32 of said Contract are disputably presumed as work-related.” Nonetheless, concomitant with such presumption is the burden placed upon the claimant to present substantial evidence that his working conditions caused or at least increased the risk of contracting the disease.[40] This, petitioner failed to do.

Apparent from the records of the case is petitioner's failure to observe the procedure laid down under Section 20 (B) of the POEA SEC. Although said contract requires that it is the company-designated physician who should initially determine the disability grading or fitness for work of seafarers, the claimant-seafarer, however, is not precluded to seek a second opinion from his own appointed physicians. Stated differently, a claimant may dispute the company-designated physician's report by seasonably consulting another doctor. In such a case, the medical report issued by the latter shall be evaluated by the labor tribunal and the court, based on its inherent merit.[41]

Petitioner allegedly sought second opinion from Dr. Jacinto sometime in December 2010, a month AFTER he filed his complaint before the NLRC. Significant on this matter are the findings[42] of the NLRC, which We herein quote with approval, to wit:

> "Dr. Manuel C. Jacinto, an Orthopedic doctor and complainant's personal doctor, without discussing the causes and the findings, issued his usual medical assessment dated December 2, 2010, concluding that "The patient's condition started at work and symptoms still persist, despite medications, thus, he was assessed to be physically unfit to go back to work." This certification was secured a few days after the filing of the complaint, and after his counsel entered his appearance. The orthopedic doctor was not able to establish the required work-relatedness of his appendicitis with his job a (sic) "Refurbishing Assistant".
>
> The medical certificate issued by Dr. Manuel Jacinto dated December 2, 2010 that he is entitled to full disability benefit and unfit to work in the same position deserves no evidentiary value considering that said certification was secured two (2) months after the company-designated physician declared his illness not work-related (Annex "I" Complainant's Position Paper, p. 42, Records). Furthermore, there is no evidence that Dr. Jacinto treated the appellant from September 19, 2010 to December 2, 2010.
>
> Therefore, it could be fairly assumed that the medical report dated months (sic) after the filing of the complaint was secured for the sole purpose of supporting appellant's claim for disability benefit after the company-designated physician declared his illness not work-related. Dr. Jacinto's certificate could not validly serve as basis of his claim for disability benefit." (emphases supplied)

Indeed, there were no medical tests or laboratory examination results to substantiate Dr. Jacinto's conclusion that petitioner's illness is work-related and that said illness is in a totally-disabling nature. Rather, the medical certificate shows that petitioner was under Dr. Jacinto's "service" for just one (1) day.[43]

Neither can We give credence to the medical certificate issued by Dr. Inductivo-Yu sometime in May 2011, or almost seven (7) months since petitioner was last seen by private respondents' physicians. The possibility that other non-work related or post-appendectomy factors may have contributed to petitioner's alleged deteriorating health condition cannot simply be ignored. Notably, petitioner did not refute private respondents' contention that he discontinued treatment under the care of the latter's physicians.

Records are likewise bereft of any evidence that will establish a causal connection between the nature of petitioner's employment and his illness, or that the risk of contracting the illness was increased by his working conditions.[44] Not even a brief description of his duties and responsibilities as Refurbishing Assistant was alleged by petitioner in any of his pleadings before the Labor Arbiter and the NLRC. Neither was there any allegation that his work area or work conditions aboard private respondents' vessel contributed to the development or aggravation of his illness. This Court is thus constrained to uphold the medical finding of the company-designated physicians that petitioner's illness is not work-related.

All told, We find that the NLRC did not commit any grave abuse of discretion in dismissing petitioner's complaint for lack of merit. While the Court adheres to the principle of liberality in favor of the seafarer in construing the POEA-SEC, We cannot allow claims for compensation based on surmises. Liberal construction is not a license to disregard the evidence on record or to misapply our laws.[45] Needless it to state that the constitutional policy to provide full protection to labor is not meant to be a sword to oppress employers.[46]

WHEREFORE, premises considered, the petition is hereby DENIED. The challenged Decision and Resolution (dated 29 November 2011 and 12 January 2012, respectively) of the National Labor Relations Commission-Third Division are both AFFIRMED.

SO ORDERED.

Salazar-Fernando (Chairperson) and Bruselas, Jr., JJ., concur.

---

[1] Rollo, pp. 3-48

[2] Rollo, pp. 61-68

[3] Rollo, pp. 70-71

[4] Third Division

[5] Docketed as NLRC-NCR (M) 11-15747-10 before the Labor Arbiter

[6] Rollo, pp. 53-59

[7] Rollo, pp. 232-257

[8] Rollo, pp. 364-366

[9] A copy of the Contract of Employment is on page 112 (Rollo)

[10] Amended Terms and Conditions Governing the Employment of Filipino Seafarers On-Board Ocean-Going Vessels

[11] Pages 1-2 of the Labor Arbiter's Decision (Rollo, pp. 53-54)

[12] Ibid., see also pages 2-3 petitioner's Position Paper before the Labor Arbiter (Rollo, pp. 76-77)

[13] Dr. Robert D. Lim and Dr. Mylene Cruz-Balbon

[14] Pages 1-2 of the Labor Arbiter's Decision; also on pages 3-5 of petitioner's Position Paper

[15] Page 5 of petitioner's Position Paper (Rollo, p. 79); a copy of the CT Scan Result is on page 98 (Rollo)

[16] Pages 5-6 of petitioner's Position Paper (Rollo, pp. 79-80)

[17] Rollo, p. 99

[18] Philippine Overseas Employment Administration

[19] See arguments and discussions in private respondent's Position Paper (Rollo, pp. 103-105).

[20] Rollo, pp. 102 and 119

[21] Rollo, p. 59

[22] On pages 12-13 of the Petition (Rollo, pp. 14-15)

[23] See discussions on pages 16-25 of the Petition (Rollo, pp. 18-27).

[24] See pages 25-36 of the Petition (Rollo, pp. 27-39)

[25] See arguments and discussions on pages 13-15 and 36-38 of the Petition (Rollo, pp. 15-17 and 38-40)

[26] Pages 39-43 of the Petition (Rollo, pp. 41-45)

[27] Rollo, pp. 584-601

[28] See discussions on pages 4-14 of the Comment (Rollo, pp. 587-597).

[29] Supra, see note no. 8; Private respondents, however, alleged in their Comment that petitioner filed his complaint on 1 October 2012 (sic), Rollo, p. 597.

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

[30] Pages 14-15 of the Comment (Rollo, pp. 597-598)

[31] Philman Marine Agency, Inc. (now Dohle-Philman Manning Agency, Inc.) and/or Dohle (IOM) Limited v. Armando S. Cabanban (G.R. No. 186509, July 29, 2013); Vergara v. Hammonia Maritime Services, Inc. (G.R. No. 172933, October 6, 2008)

[32] Ibid.

[33] No. 12 under the title “Definition of Terms”

[34] Maersk Filipinas Crewing, Inc./Maersk Services Ltd., and/or Jerome Delos Angeles v. Nelson e. Mesina (G.R. No. 200837, June 5, 2013)

[35] “Appendicitis, in most cases, results from blockage of the appendix, usually a fecalith, causing inflammation, is not work-related.”

[36] Rollo, p. 118

[37] Rollo, p. 97

[38] Rollo, p. 79

[39] Section 20 (B) (4)

[40] Supra, note no. 34

[41] HFS Philippines, Inc., et. al. v. Ronaldo R. Pilar (G.R. No. 168716, April 16, 2009); Maunlad Transport, Inc., and/or Nippon Merchant Marine Company, Ltd., Inc. v. Flaviano Manigo, Jr. (G.R. No. 161416, June 13, 2008)

[42] Page 6 of the NLRC Decision (Rollo, p. 66)

[43] Supra, see note no. 17

[44] See Maersk Filipinas Crewing, Inc./Maersk Services Ltd., and/or Jerome Delos Angeles v. Nelson e. Mesina (supra, note no. 34)

[45] Philman Marine Agency, Inc. (now Dohle-Philman Manning Agency, Inc.) and/or Dohle (IOM) Limited v. Armando S. Cabanban (supra, see note no. 31)

[46] Benjamin L. Sarocam v. Interorient Maritime Ent., Inc. and Demaco United Ltd. (G.R. No. 167813, June 27, 2006)

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.