

RUBEN V. CHAN, PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION, SENATOR CREWING (MANILA) INC., AQUANUT SHIPMANAGEMENT LTD., MS. ROSEMARY M. AARON AND CMA CGM ESPERANZA, RESPO...

Ponente: CARANDANG, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/ce08f89583be/>

CARANDANG, J.:

This is a petition for certiorari under Rule 65 of the Rules of Court seeking to set aside the Resolution of the National Labor Relations Commission (NLRC) dated August 31, 2012, the dispositive portion of which reads:

“WHEREFORE, in view of the foregoing, the Decision promulgated on April 4, 2012 is hereby SET ASIDE and the Labor Arbiter decision dated December 28, 2011 is REINSTATED.”[1]

The Motion for Reconsideration of herein petitioner was likewise denied in the Resolution[2] dated October 17, 2012, hence the petition.

Antecedents:

Petitioner Ruben Chan has been a constant rehire of the private respondent since 1998. Chan's last employment with private respondent was as an Able Bodied Seaman/Bosun with a contract duration of six (6) months on board “CMA CGM ESPERANZA”. Chan was deployed on November 20, 2010.[3] His contract was covered by the IMEC/VERDI IBF CBA which provides for higher benefits than that provided under the POEA standard employment contract.[4]

Sometime on April 14, 2011 while on board the ship, Chan's left hand suffered an inflammation. He immediately reported his medical condition to his superior officer. He was brought to the Medical Associates Hospital in Jamaica where he was examined by Dr. Bommineni on April 16, 2011 and was diagnosed with “ARTHRITIS” and treated as an outpatient. He was advised to take ten days rest, then he returned to the vessel and continued his duties on board.[5]

Chan was repatriated on May 14, 2011. Upon arrival, he reported to his local manning agency for post medical examination. He was referred to the company-designated physician at Metropolitan Medical Center and examined by Dr. Esther Go. Dr. Go's diagnosis states:

“He was referred to an Orthopaedic surgeon.

There is swelling and tenderness on the left wrist upon examination.

xxx

The specialist opines that patient has left wrist sprain.

xxx

Left wrist sprain may be considered work-related secondary to a repetitive wear and tear of the affected ligaments during tour of duty.”[6]

On May 31, 2011, Chan had his follow-up consultation at the Metropolitan Medical Center[7] (MMC) and on

June 2, 2011, after follow-up consultation, Dr. Go issued the follow-up report, to wit: "LEFT WRIST SYNOVITIS PROBABLY SECONDARY TO GOUT; CERVICAL RADICULOPATHY; LEFT CARPAL TUNNEL SYNDROME".[8] Thereafter, he was treated as an outpatient. He continued follow-up check-ups[9] at the MMC until on July 18, 2011, Dr. Aileen Agbanlog issued the following findings:

"I have seen Mr. Ruben Chan today with note of significant improvement on his left wrist swelling and pain.
At present, he has no active joint pains.
Assessment: Reactive arthritis resolved.
Plan: no medications from rheumatologic standpoint.
Patient is cleared to board ship anytime."[10]

After being found "fit to work", Chan was made to sign a Certificate of Fitness to Work on even date releasing private respondents from all actions, claims and demands, holding private respondents free from all liabilities as a consequence of the fitness to work.[11]

On August 5, 2011, Chan sought a second opinion from Dr. Manuel Jacinto, Jr. of Sta. Teresita General Hospital whose findings revealed that Chan was suffering from "Cervical Radiculopathy; Osteoarthritis due to Cervical Spondylosis; Carpal Tunnel Syndrome Left Wrist; Left Wrist Joint Synovitis Secondary to Gouty Arthritis". Dr. Jacinto issued the following assessment:

"Patient's condition on discharge: no improvement was noted on the patient.

Remarks: Patient's illness started at work and symptoms of pain, progressive weakness of grip and numbness of left hand persisted despite management and medications, thus, he was assessed to be physically unfit to go back to work. (/) Total Permanent."[12]

Chan filed his complaint for permanent disability benefits[13], sick wages for 130 days, plus damages and attorney's fees on August 5, 2011. He claims that he is entitled to permanent total disability benefit in the amount of US\$125,000.00 as provided for under his IMEC/VERDI IBF CBA because he already lost his profession on account of his injury. Moreover, he claims that more than 120 days had already lapsed since his disability and no employer in his right mind would hire him taking into consideration his unresolved serious injury.[14]

On the other hand, the private respondents claim that the CBA is inapplicable to the complainant because there was no evidence to show that his illness was caused by an accidental injury. As found by the doctors who examined the complainant, the latter's condition was Left wrist synovitis secondary to gout. Gout is a medical condition usually characterized by recurrent attacks of acute inflammatory arthritis. Moreover, complainant was found fit to work by the company-designated physician who treated him continuously as compared to Dr. Jacinto who had no extensive dealings with complainant's medical condition. Lastly, the complainant acknowledged his fitness to work when he voluntarily signed the certification of fitness to work issued by the company-designated physician.[15]

The Labor Arbiter dismissed the complaint in the Decision dated December 28, 2011.[16] In the said decision, the Labor Arbiter decreed that the CBA had no relevance as the requirements set therein were not availing in the present case; that although complainant suffered work-related illness during his employment, overwhelming evidence would show that he was not suffering from any disability, whether partial, total or permanent as shown by the medical reports finding him "Fit to return to work" and that he was "cleared from orthopedic standpoint." With regard to complainant's claim that he was not redeployed because he was not medically fit, the Labor Arbiter ruled that complainant was a contractual employee and he was not redeployed due to his underperformance in violation of his "last chance undertaking".[17]

On appeal, the NLRC reversed the Labor Arbiter and awarded the disability benefit to appellant in the amount of

US\$60,000.00 plus 10% of the award as attorney's fees. In said decision, the NLRC ratiocinated that as of the date of the decision, there is no evidence to prove that the complainant was rehabilitated or has been healed of his disabling injury. Neither was there any proof that respondents even offered complainant to be deployed again in any of their vessels which merely confirms that complainant was rendered permanently and totally incapacitated to work as a seafarer due to his ailment.[18]

However, on motion for reconsideration by the private respondents, the NLRC reversed its earlier decision and reinstated the decision rendered by the Labor Arbiter. The NLRC relied on the evidence presented by the private respondents that complainant was engaged in a gainful occupation as a tricycle driver where it can also be seen that he was hardly suffering from any disability. This fact refutes the certification of Dr. Jacinto that complainant sustained permanent disability.[19]

The NLRC denied complainant's motion for reconsideration in its Resolution[20] dated October 17, 2012.

Hence the instant petition.

Petitioner asserts that under the POEA contract, the assessment of permanent disability is not exclusively vested in the company-designated physician. The seafarer has the option to consult his physician of choice should he disagree with the findings of the company-designated physician. Petitioner also asseverates that in compensation cases, what is being compensated under the law is not the absolute helplessness of the seafarer or the gravity of the illness or injury but the loss of the seafarer's capacity to obtain further sea employment.[21]

On the other hand, private respondents argue that petitioner was already declared fit to work by the company-designated physician after a meticulous and specialized treatment; fit to work was issued within the required period of 120 days under the law; petitioner was not redeployed because of his willfull breach of undertaking; petitioner was continuously engaged in gainful occupation as a tricycle driver necessitating the use of his left wrist; the assessment made by the company-designated physician is controlling especially if not substantially disputed.[22]

Issue/s:

Whether or not the NLRC committed grave abuse of discretion amounting to lack or excess of jurisdiction when it reversed its earlier decision and reinstated the Labor Arbiter's Decision dated December 28, 2011.

Our Ruling:

It has been an oft repeated rule that factual findings of quasi-judicial agencies like the National Labor Relations Commission are generally accorded not only great respect but at times even finality where such findings are supported by substantial evidence.[23] The rule is not absolute, however, as it admits of exception, such as when the quasi-judicial agency committed grave abuse of discretion, or there is an error of law or abuse of power.[24] In the case at bar, We find no grave abuse on the part of the public respondent after considering the law and evidence presented.

Section 20 B of the POEA-SEC provides:

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

xxx

However, if after repatriation, the seafarer still requires medical attention arising from said injury or illness, he shall be so provided at cost to the employer until such time he is declared fit or the degree of disability has

been established by the company-designated physician.

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 days.

Private respondents complied with their duty to have the petitioner treated upon his arrival in the Philippines for the sickness which he suffered while on board the vessel. There is no question that petitioner was treated by a specialist surgeon and by the company-designated physician (Dr. Go) from May 16, 2011 up to July 2011.

On July 15, 2011, Dr. Go issued a report that:

Patient has no complaints of left wrist pain.
There is no more swelling and tenderness noted on the left wrist.
His left wrist range of motion is full with good muscle strength
There is also good hand grip.
He is cleared from orthopedic standpoint.[25]

The orthopedic surgeon Dr. William Chuasuan, Jr. also issued a medical report on July 15, 2011 that petitioner had “full wrist range of motion and fit to return to work”.[26] On July 18, 2011, another doctor, Dr. Aileen Uy Agbanlog stated that “Patient is cleared to board ship anytime.”[27] Petitioner even signed a certificate of fitness to work[28] on July 18, 2011 which he did voluntarily and without any evidence of force or coercion.

From the time petitioner was repatriated on May 14, 2011 to the time he was declared fit to work on July 15, 2011, merely 61 days had lapsed.

Under Section 20-A of the 2000 POEA-SEC, it is the company designated physician who shall assess the seaman's disability. If the doctor appointed by the seafarer disagrees with the assessment, a third doctor maybe agreed jointly between the employer and the seafarer whose decision shall be final and binding upon the parties.

During the entire period when the seaman is being treated of his illness, but not to exceed 120 days, the seaman is considered on temporary total disability until he is either declared fit to work or his temporary disability is declared to be permanent, either partially or totally by the company. If the seaman still needs further medical attention, his temporary disability maybe extended up to a maximum period of 240 days, subject to the right of the employer to declare within this period the existence of a permanent partial or total disability.[29] Should the company-designated physician fail to make any declaration as to the seaman's fitness to engage in sea duty or disability during the 240 day period or the lapse thereof, the seafarer maybe allowed to pursue an action for total and permanent disability benefits.[30]

In the present case, the company-designated physician made a declaration of fitness to work, well within the 120 day period to make an assessment. The assessment subsequently made by petitioner's personal physician would not derogate the findings of the company-designated physician and the expert surgeon who spent a considerable amount of time in treating and evaluating the petitioner's medical condition as compared to the one-day consultation of Dr. Jacinto.

The Supreme Court had occasion to declare that:

“In the absence of clear proof to the contrary, the series of specialized treatments negates the claim that the evaluation of the company-designated physician was self-serving and biased in favor of the company. They amply demonstrate too that they arrived at their evaluation after a close and meticulous monitoring and actual treatment of their patient's condition.”[31]

Petitioner is undoubtedly not entitled to claim the benefit of permanent total disability under the foregoing set of facts and circumstances.

However, petitioner is entitled to his sickness allowance equivalent to his basic wage until he is declared fit to work or the degree of disability has been assessed by the company-designated physician but in no case shall this period exceed one hundred twenty (120) days. This is the mandate of Section 20 B (Compensation and Benefits for Injury or Illness) of the POEA Standard Employment Contract.

It must be stressed here that petitioner's contract had a duration of six (6) months from November 20, 2010 which would logically terminate on May 19, 2011, but petitioner was repatriated on May 14, 2011 or five days short of the six-month contract. We agree with petitioner that he was medically repatriated due to his illness. This is supported by the medical report of Dr. Go dated May 16, 2011 which states:

“He was referred to an Orthopedic surgeon.

There is swelling and tenderness on the left wrist upon examination.

The specialist opines that patient has left wrist sprain.

Left wrist sprain may be considered work-related secondary to repetitive wear and tear xxx” [32]

Petitioner was medically repatriated on May 14, 2011 and declared “fit to work” on July 15, 2011. He is therefore entitled to receive his sickness allowance equivalent to his basic wage for the entire period of his disability, or from May 14 to July 15, 2011.

We believe that both the Labor Arbiter and the NLRC arrived at their decisions after meticulously considering the facts and the law. We see no abuse of discretion amounting to lack or excess of jurisdiction on the part of said tribunals.

WHEREFORE, in view of the foregoing, the Decision of the NLRC dated April 4, 2012 is hereby **AFFIRMED** with **MODIFICATION**. Private respondents should pay petitioner's sickness allowance corresponding to his basic pay from May 14, 2011 to July 15, 2011.

SO ORDERED.

Gonzales-Sison and Sorongon, JJ., concur.

[1] Rollo, at 74-86

[2] Ibid, at 84-85

[3] Ibid, at 111 to 113

[4] Ibid, at 164-168

[5] Ibid, at 114

[6] Ibid, at 182-183

[7] Ibid, at 184

[8] Ibid, at 185

[9] Ibid, at 186-190

[10] Ibid, at 191

- [11] Ibid, at 206
- [12] Ibid, at 118
- [13] Ibid, at 87-88
- [14] Complainant's Position Paper, Rollo, at 92-109
- [15] Private respondents' Position Paper, Rollo, at 139-162
- [16] Rollo, at 46-56
- [17] Ibid
- [18] Ibid, at 57-73
- [19] Ibid, at 74-82
- [20] Ibid, at 84-85
- [21] Petition for Certiorari, Rollo, at 3-43
- [22] Comment to the Petition, Rollo, at 378
- [23] Arc-Men Food Industries Corporation vs. National Labor Relations Commission, 387 SCRA 560
- [24] Ibid
- [25] Ibid, at 189
- [26] Ibid, at 190
- [27] Ibid, at 191
- [28] Ibid, at 206
- [29] Magsaysay Maritime Corporation and/or Cruise Ships Catering and Services International N.V. vs. NLRC and Noel B. Cedol, G.R. No. 186180, March 22, 2010
- [30] C.F Sharp Crew Management Inc., vs. Taok, G.R. No. 193679, July 18, 2012
- [31] G.R. No. 183329, August 27, 2009
- [32] Rollo, at 183

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.