

**NAUTICA SHIPPING AGENCY AND MANAGEMENT COMPANY, INC.,
PETITIONER, VS. NATIONAL SEAMEN BOARD, CRESENCIO M.
SIDDAYAO, IN HIS CAPACITY EXECUTIVE DIRECTOR, OSCAR
TORRES, IN HIS CAP...**

G.R. No. L-41885. December 19, 1980

Ponente: CONCEPCION, JR., J.

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CONCEPCION, JR., J.:

Petition for certiorari and prohibition, with preliminary injunction, to annul and set aside the decision of the respondent Oscar Torres dated April 15, 1975 in NSB Case No. 067-75, entitled: "Berlita Subade, complainant, versus Nautica Shipping Agency and Management Co., Inc., respondents", ordering the petitioner Nautica Shipping Agency and Management Company, Inc. and Gloria International Corporation to pay, jointly and severally, the claimant Berlita Subade the amount of US \$7,560.00 or its equivalent in Philippine Currency, as well as the order dated April 24, 1975, denying the petitioner's motion for reconsideration and/or appeal; and the order dated July 11, 1975, directing the execution of said decision, and to restrain the National Seamen Board from enforcing the same.

The record shows that on August 30, 1973, the petitioner, Nautica Shipping Agency and Management Company, Inc., as agents for the Gloria International Corporation of Tokyo, Japan, employed Jose Subade, the husband of the private respondent, Berlita Subade, as Third Engineer in one of its vessels for a period of one (1) year, at the monthly salary of US \$210.00.[1] On March 1, 1974, Jose Subade died as a result of serious burns suffered by him during a fire which broke out on board the vessel he was serving, M/S LUCENT, while said vessel was enroute to Japan. The body of the deceased was brought to the Philippines and the petitioner gave the widow and parents of the deceased the amount of P2,000.00 as cash advance on whatever death benefits may be due in connection with the death of Jose Subade.[2]

Thereafter, the spouses Juan Subade and Concepcion Sotari-dona, parents of the deceased seaman, filed a claim for death compensation with the Workmen's Compensation Unit of the Department of Labor, Regional Office No. VI, at Iloilo City, where the case was docketed as WCU Case No. 17167. The claim was not controverted by the petitioner and on November 19, 1974, an award was made in favor of the claimants, ordering the herein petitioner:

"1. To pay the claimants, thru this Office the total sum of Four Thousand Three Hundred Pesos (P4,300.00) as compensation and reimbursement of burial expenses. The amount should be equally divided between the claimants and the check and/or money order should be issued in their names.

"2. To this Office the sum of Forty Two Pesos (P42.00) as administrative fees, pursuant to Section 55 of the Act, as amended."[3]

On February 3, 1975, the award was amended in view of the claim filed by Mrs. Berlita Subade, widow of the deceased, increasing the amount to be paid to the claimants to P4,880.00.[4] On February 24, 1975, the

petitioner remitted to the Workmen's Compensation Unit the amounts of P2,880.00, representing the balance of the death benefits due the claimants, and P49.00, as administrative fees.[5]

However, on March 6, 1975, the private respondent Berlita M. Subade filed a claim with the National Seamen Board for death compensation due her on account of her husband's death which was docketed therein as NSB Case No. 067-75.[6] The claim was referred to the petitioner who thereafter opposed the same upon the ground that the claim of Mrs. Berlita Subade has already been paid and satisfied in WCU Case No. 17167.[7] On April 15, 1975, the respondent Oscar Torres, Hearing Officer and Chief, Legal Office of the National Seamen Board, rendered a decision, the dispositive portion of which reads, as follows:

"In view of the foregoing, the Board orders respondents Nautica Shipping Agency and Management Company, Inc. and Gloria International Corporation to pay, jointly and severally, the claimant Berlita Subade the amount of \$7560 or its equivalent in Philippine Currency, less the amount of P2,000.00 which was received in advance by the claimant. In addition to this amount, the respondents are also ordered, jointly and severally, to pay the amount of P2,000.00 to the claimant to cover the costs of personal effects which under international maritime practice are reimbursable to the heirs of the deceased. The payment of the benefits due to the claimant by virtue of the Decision should be made within ten (10) days from receipt of this Decision by the respondents and through the National Seamen Board." [8]

On April 22, 1975, the petitioner filed a motion for reconsideration and/or appeal upon the principal grounds that the respondent Board has no jurisdiction to hear and determine the case; and/or if it has jurisdiction, the same is barred by a prior judgment,[9] but the said motion was denied on April 24, 1975.[10] Then, on July 11, 1975, the respondent Cresencio Siddayao, Executive Director of the respondent Board, directed the issuance of a writ of execution to enforce the decision of the Board.[11] Whereupon, the petitioner initiated the instant recourse. As prayed for, a temporary restraining order was issued by the Court on November 21, 1975.[12]

On July 10, 1980, the parties submitted a document, denominated "SATISFACTION OF CLAIM" wherein the respondent Berlita M. Subade acknowledged receipt of the amount of P18,000.00 from the petitioner Nautica Shipping Agency and Management Co., Inc., in full and final settlement and payment of her claim arising from the death of her husband Jose Subade while in the employ of the said petitioner, which the parties manifest to be their compromise agreement to end the present litigation. The said document reads, as follows:

"SATISFACTION OF CLAIM

"This Satisfaction of Claim, made and executed by:

"BERLITA M. SUBADE, Filipino, of legal age, widow and a resident of No. 5 Acacia St., Cemba, Fort Bonifacio, Rizal, Philippines, hereafter called SUBADE;

-in favor of-

"NAUTICA SHIPPING AGENCY & MANAGEMENT CO., INC. a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at 1445 San Marcelino St., Ermita, Manila, Philippines, its principals (shipowners/charterers) hereinafter called NAUTICA;

WITNESSETH THAT:

"SUBADE is the widow of the late Jose Subade who died on March 1, 1974 as a result of burns he sustained while employed as a Third Engineer on board the vessel MS 'LUCENT' then in port Moji, Japan;

"The aforesaid death of 3/E Subade is the subject of National Seamen Board Case No. 067-75, entitled 'Berlita Subade vs Nautica Shipping Agency & Management Co., Inc.', wherein the complainant, SUBADE, was

awarded death compensation and cost of personal effects, which award is now the subject of a pending petition for certiorari and prohibition filed by NAUTICA with Supreme Court, entitled 'NAUTICA SHIPPING AGENCY & MGT. CO., INC. VS NATIONAL SEAMEN BOARD AND BERLITA SUBADE', G.R. No. L-41885;

"For and in consideration of the amount of EIGHTEEN THOUSAND PESOS (P18,000.00) paid by NAUTICA to SUBADE, receipt of which amount is hereby acknowledged by SUBADE, SUBADE for herself, her heirs, representatives, successors and assigns has released and discharged, and do hereby releases and discharges, NAUTICA, its principals (shipowners/charterers) of and from any and all claims, demands, damages, and liabilities arising out of and as a consequence of the death of Jose Subade or incident to his employment, and any and all awards, subject matter of NSB Case No. 067-75 and Supreme Court Case No. G.R. L-41885, including death compensation, award for personal effects and attorney's fees;

"The payment by NAUTICA to SUBADE of the amount of P18,000.00 is absolute and irrevocable in the sense that the same is a full and final settlement and payment of the claims, demands and awards above-described; it is understood, however, that this payment should not be construed as an admission of liability on the part of NAUTICA or its principals (shipowners/charterers) this being effected as a compromise to end litigation;

"The terms of this Satisfaction of Claim have been read and are thoroughly understood by me.

"In witness whereof, I have set my hand this 27 day of June 1980 at Manila, Philippines.

"SIGNED IN THE PRESENCE OF:

(ineligible) (SGD.) Berlita M. Subade
(ineligible) (T) BERLITA M. SUBADE

"ACKNOWLEDGMENT

"REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA)

"BEFORE ME, a MARITIME HEARING OFFICER, personally appeared BERLITA SUBADE known to me and to me known to be the same person who executed the foregoing document and she acknowledged before me that the same is her free and voluntary act and deed.

"WITNESS MY HAND this 27 day of June 1980 at Manila, Philippines.

(SGD.) MANUEL T. COLLADO
(T) MANUEL T. COLLADO
MARITIME HEARING OFFICER
NATIONAL SEAMEN BOARD"

The aforequoted agreement, not being contrary to law, public order, public policy, morals, or good customs, is hereby APPROVED and the case between the parties, NSB Case No. 067-75, entitled: "Berlita Subade, complainant, versus Nautica Shipping Agency and Management Company, Inc., respondent", is hereby TERMINATED. The temporary restraining order heretofore issued is hereby lifted and set aside. No costs.

SO ORDERED.

Aquino, Abad Santos, and De Castro[*], JJ., concur.

Barredo, (Chairman), J., concurs because this is an issuance case and not a compensation case which is not subject to compromise.

[*] Mr. Justice Pacifico P. de Castro, a member of the First Division was designated to sit in the Second Division.

[1] Rollo, p. 19.

[2] Id., p. 21.

[3] Id., p. 22.

[4] Id., p. 23.

[5] Id., p. 26.

[6] Id., p. 4, No. 7 of Petition.

[7] Id., p. 27.

[8] Id., p. 13.

[9] Id., p. 28.

[10] Id., p. 16.

[11] Id., p. 17.

[12] Id., p. 42.

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