

**MAERSK FILIPINAS CREWING INC., A.P. MOLLER AS, AND/OR
EVANGELINE SAWAD, PETITIONERS, VS. NATIONAL LABOR
RELATIONS COMMISSION AND LEOPOLDO A. BERNADA, JR.,
RESPONDENTS.**

Ponente: GARCIA, R.R., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/d5ba501a138a/>

GARCIA, R.R., J.:

Before Us is a Petition for Certiorari[1] under Rule 65 of the 1997 Rules of Civil Procedure assailing the Decision[2] dated March 31, 2014 of the National Labor Relations Commission (NLRC) which modified the Decision[3] dated January 9, 2014 of the Labor Arbiter in that petitioners were ordered to jointly and severally pay private respondent Leopoldo A. Bernada, Jr. the amount of US\$60,000.00 representing total and permanent disability benefits and 10% thereof as attorney's fees; and the Resolution[4] dated May 20, 2014 denying the motion for reconsideration thereof.

THE FACTS

On October 9, 2012, private respondent Leopoldo A. Bernada, Jr. was hired as Able Seaman by petitioner Maersk Filipinas Crewing Inc. to work for its foreign principal petitioner A.P. Moller A/S on board the ocean-going vessel Anna Maersk. The contract of employment[5] stipulated that private respondent was to work for a period of six (6) months with a basic salary of US\$585.00 per month. After undergoing the required pre-employment medical examination, private respondent was deployed on board MV Anna Maersk on November 22, 2012.[6]

On January 17, 2013, the Chief Mate ordered him to open and close the iron cover of the ship's water ballast manholes. He repeatedly did this as ordered by the Chief Mate. While doing so, he heard a snap on his back and felt dizzy. Resultantly, private respondent suffered pain which he addressed by applying liniment. The pain persisted, hence, he sought medical attention by advising the Master of the vessel and was given pain relievers. Despite the pain, private respondent continued to perform his duties on board the ship. Private respondent's condition worsened until he could no longer rise up from his bed and felt severe pain in his lower back and buttocks.

On March 21, 2013, while the ship was docked at the Port of Tanjung Pelepas in Malaysia, he was referred to the Puteri Specialist Hospital where he underwent magnetic resonance imaging (MRI) of the lumbar spine. The MRI result indicated the following impression: Features would be suggestive of broad based disc herniations at L4/5 and L5/s1 with spinal and neural foramen stenoses severe at L4/5. He was diagnosed to be suffering from Prolapsed intervertebral disc lumbar spine and was repatriated on the same day.[7]

Upon his arrival in the Philippines on March 22, 2013, private respondent reported to the office of petitioner Maersk Filipinas Crewing Inc. which referred him to the company-designated clinic. After undergoing physical examination, X-ray and MRI, he was diagnosed to be suffering from disc herniation and disc degeneration, L4-L5 and L5-S1 and was recommended to undergo six (6) physical therapy sessions. After completing with the

prescribed physical therapy, private respondent experienced decreased pain on his lower back but complained of numbness on his right extremity. He was evaluated by the company-designated orthopedic surgeon and physiatrist and was advised to undergo six (6) more sessions of physical therapy to restore range of motion and alleviate his low back pain.[8] The second set of physical therapy sessions was completed but upon evaluation by the physiatrist, private respondent was recommended to undergo a third set. Private respondent completed the third set of physical therapy on May 17, 2013. On the same day, he had a follow-up check-up with the company physiatrist who took note that low back pain and paresthesia[9] were alleviated. On even date, private respondent was discharged from the physical therapy program and was declared fit to work.[10]

On May 21, 2013, private respondent executed a document denominated as Certificate of Fitness for Work[11] which stated that private respondent was releasing the company-designated clinic Shiphealth Inc. and petitioner Maersk-Filipinas Crewing Inc. from all actions, claims and liabilities in view of the declaration that he is already fit for duty.

On June 21, 2013, or ninety-one (91) days from his repatriation, private respondent filed with the Arbitration Branch of public respondent NLRC the instant complaint[12] for disability benefits, damages and other monetary claims against petitioners Maersk Filipinas Crewing Inc., its president petitioner Evangeline Sawad and A.P. Moller A/S.

In his position paper[13] private respondent averred that after he was declared fit to work by the company-designated physician, he applied with petitioner Maersk-Filipinas for deployment and was referred to Supercare Medical Services, Inc. for pre-employment medical examination on June 10, 2013. He was made to undergo MRI which yielded the following result: spinal canal and bilateral neural foraminal stenoses at L4-L5 & L5-S1 levels secondary to disc bulges.[14] On the same day, private respondent and Supercare executed an Agreement to Proceed with Further Evaluation and Management whereby private respondent was described as 'unfit' on the basis of the MRI result. The agreement also stipulated that private respondent, being aware of the aforesaid medical finding, agrees to be further evaluated by Supercare through consultation with its medical specialist or by further medical examination. Thereafter, private respondent demanded from petitioners that he be paid disability benefits but his demands went unheeded, hence, he filed the present complaint.

Private respondent argued that because of the spinal injury, he was rendered permanently and totally disabled. As such, he is entitled to receive the amount of US\$80,000.00 under the collective bargaining agreement (CBA)[15] between Associated Marine Officers' and Seamen's Union of the Philippines (AMOSUP) and Danish Shipowners' Association (DSA). Private respondent is also entitled to sickness allowance under the Philippine Overseas Employment Administration Standard Employment Contract (POEA SEC) as well as to damages and attorney's fees.

In their traverse, petitioners denied that private respondent applied for redeployment after he was declared fit to work by the company-designated physician. The first time they heard from him was when he filed the instant case for disability benefits. They averred that private respondent is not entitled to disability benefits under the POEA SEC nor under the CBA as he was already declared fit to work by the company-designated doctor on May 21, 2013, or sixty (60) days from his initial consultation with the company-designated physician. In fact, private respondent even executed a Certificate of Fitness attesting to his wellness. At the time the complaint was filed, private respondent has no cause of action against petitioners as there was no evidence of his disability. Private respondent is likewise not entitled to sickness allowance and damages. Petitioners shouldered all his medical expenses and paid his sickness allowance. They also acted with prudence and diligence in attending to private respondent's concerns by referring him to the company-designated physician.

During the pendency of the proceedings with the Labor Arbiter, or on July 25, 2013, private respondent consulted with Dr. Cesar H. Garcia, a specialist in orthopedic surgery and bone and joint diseases. On even date, Dr. Garcia issued a certification to the effect that private respondent was unfit to work as a seaman in whatever capacity.[16]

In a Decision[17] dated January 9, 2014, the Labor Arbiter ruled in favor of private respondent and ordered petitioners to jointly and severally pay him US\$80,000.00 as total and permanent disability benefits pursuant to the parties' CBA, US\$1,700.00 as sickness benefits and 10% of the total award as attorney's fees. It was ratiocinated that since private respondent's injury was work-related, he may claim disability benefits under the POEA SEC, as amended by the parties' CBA. Private respondent was found to be permanently and totally disabled since he could no longer be called upon to lift heavy objects which is part and parcel of his customary duties as a seaman. More weight was accorded to the findings of private respondent's own doctor declaring him unfit for sea duty. The declaration of fitness made by the company-designated physician was disregarded for being self-serving and biased. The same was also contradicted by the findings of Super Care Medical Services Inc. and the MRI results undertaken during the pre-employment medical examination. The claim for sickness allowance was granted since petitioners failed to present payment of the same. The pertinent portions of the Labor Arbiter's decision are quoted:

xxx As the Complainant's injury is work related this in turn allows him to claim disability benefits under the Standard POEA Employment Contract as Amended by the AMOSUP CBA.

xxx

xxx this Office notices the incongruity between the evidences that form[s] part of the records of this case. While the findings of the respondents' physician concluded Complainant to be fit for work xxx, this matter is contradicted by the Respondents['] own accredited medical services provider Super Care Medical Services Inc. that xxx found him to be Unfit for Work after Complainant underwent MRI Examination xxx.

There is also an insinuation/admission present that was raised by the Respondents in their Reply/Motion to Expunge[d] Complainant's argument that he should [be] declared as permanently disabled because he was not re-deployed by the Respondents, it becomes palpable that Respondents declared the Complainant to be fit for work and made him sign/agree to the certificate of fitness in exchange for a promise of re-deployment. xxx

This allows us to disregard the Fit for Work diagnosis made by the company physician xxx for we are aware that the findings of the company-designated physician is self-serving and should be taken with a grain of salt as it is an undeniable fact that the physician as a company designated doctor renders an opinion which is palpably self serving and biased in favor of the company which is his employer.

xxx

The Complainant's physician of choice had stated that the Complainant is Unfit to Work as a seaman because of his current conditions of Spasm paratevertebral muscles with listing, tightness hamstrings and SLRT. Using the Department of Health (DOH) administrative Order No. 176, Series of 2000 we can conclude that the Complainant can no longer perform his customary job as a seaman for his duties as such require[s] him to be in excellent physical condition unhindered by any impairment that would prevent normal movement and physical activities.

Accordingly, xxx this Office holds the Complainant is permanently and totally disabled. He could no longer be called upon to lift heavy objects which is part and parcel of his ordinary duties as a seaman xxx This being the case, this office finds the Complainant is ENTITLED to the payment of Permanent Disability Benefits amounting to a Grade 1 of the Standard POEA Employment Contract as Amended by the AMOSUP CBA of US\$80,000.00 or its Philippine Pesos equivalent at the time of payment.

xxx

We now arrive at the Complainant's demands for the payment of his sickness benefits/allowance that is equivalent to US\$1,700.00. xxx

The failure to find any explanation or proof of payment coming from the Respondents leads us to conclude that the Complainant, while he may have been extended medical attention was nevertheless not paid his sickness allowance. This being the case Respondent is thus ORDERED to pay the Complainant his sickness allowance xxx

WHEREFORE, Premises Considered, this office finds the Complainant to be Totally and Permanently Disabled. Respondents, jointly and severally are held liable to pay the Complainant the amount of US\$80,000.00 or its Philippine Peso Equivalent at the time of payment as total and permanent disability benefit[,] US\$1,170.00 as sickness benefits as well as to pay Attorney[']s fees equivalent to ten percent (10%) of the total award.

Complainant's other claims are denied for lack of merit.

SO ORDERED.[18]

Aggrieved, petitioners filed an appeal with public respondent NLRC which in the assailed Decision[19] dated March 31, 2014 affirmed with modification the decision of the Labor Arbiter. Private respondent was held to be entitled to total and permanent disability benefits of US\$60,000.00 under the POEA SEC. He is not entitled to claim under the CBA since he was not an officer of the ship. Neither did his injury result from an accident. The award of sickness allowance was deleted since petitioners submitted evidence showing payment thereof. The award of attorney's fees was affirmed. The dispositive portion of the assailed decision is quoted:

WHEREFORE, the Decision dated 09 January 2014 is hereby MODIFIED. Respondent are, jointly and severally, ordered to pay complainant total and permanent disability benefits in the amount of US\$60,000.00 or its Philippine Peso equivalent at the time of payment and ten percent (10%) thereof as attorney's fees.

The award of sickness benefits is deleted.

The other findings are affirmed.

SO ORDERED.[20]

Aggrieved, petitioners filed the instant petition for certiorari raising the following grounds for its allowance:[21], to wit:

THE HONORABLE PUBLIC RESPONDENT NLRC COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION DUE TO THE FOLLOWING:

1. IN ALLOWING THE CLAIM TO PROSPER NOTWITHSTANDING ABSOLUTE LACK OF CAUSE OF ACTION ON THE PART OF THE PRIVATE RESPONDENT WHO PRECIPITATELY FILED A COMPLAINT WITHOUT COMPLIANCE WITH THE PROCEDURES LAID DOWN IN THE POEA CONTRACT AND EXISTING CASE LAWS;
2. IN ADJUDGING THE PETITIONERS LIABLE FOR PAYMENT OF PERMANENT TOTAL DISABILITY BENEFITS WHEN THERE IS NO DISABILITY TO DENOTE, PRIVATE RESPONDENT HAVING BEEN DECLARED FIT TO WORK WITHIN THE 120-DAY PRESCRIBED MEDICAL TREATMENT PERIOD.
3. IN AWARDING PERMANENT TOTAL DISABILITY BENEFITS IN FAVOR OF THE PRIVATE RESPONDENT ALBEIT FAILURE TO ESTABLISH HIS ENTITLEMENT THERETO IN ACCORDANCE

WITH THE MEANS MANDATORILY REQUIRED UNDER THE POEA CONTRACT; AND

4. IN SUSTAINING THE AWARD OF ATTORNEY'S FEES DESPITE ABSENCE OF LEGAL AND FACTUAL BASIS FOR THE GRANT.

THE ISSUE

The all-encompassing issue to be resolved in the instant case is whether or not public respondent NLRC gravely abused its discretion in awarding private respondent permanent and total disability benefits of US\$60,000.00 and ten percent (10%) thereof as attorney's fees.

THE RULING

The petition is impressed with merit.

Petitioners essentially argue that public respondent NLRC gravely abused its discretion in allowing the claim of private respondent to prosper notwithstanding the absence of a cause of action. Private respondent was declared by the company-designated physician as fit to work as early as May 21, 2013, or within 120 days from his repatriation. Private respondent failed to dispute the fit-to-work assessment made by the company-designated physician. He also failed to follow the procedure laid down by the POEA Standard Employment Contract (POEA SEC) in contesting the findings of the company-designated doctor. At the time he filed the instant complaint, he has not yet consulted a private physician. Also, the conflicting findings of the company-designated doctor and private respondent's own doctor were not referred to a third doctor jointly appointed by the parties

We agree.

A seafarer's right to disability benefits is a matter governed by law, contract and medical findings. The relevant legal provisions are Articles 191 to 193[22] of the Labor Code and Section 2, Rule X[23] of the Amended Rules on Employee Compensation (AREC). The relevant contracts are the POEA Standard Employment Contract (POEA SEC), the collective bargaining agreement (CBA), if any, and the employment agreement between the seafarer and his employer.[24]

In the case of *Vergara vs. Hammonia Maritime Services*[25], the Supreme Court reconciled the pertinent provisions of the Labor Code, AREC and the POEA-SEC. It was discussed therein the significance of the 120-day period provided under Section 20 (B)(3)[26] of the POEA-SEC and Article 192 of the Labor Code as the period when the seafarer is considered to be totally yet temporarily disabled. For the duration of the treatment but in no case to exceed 120 days, the seaman is on temporary total disability as he is totally unable to work. This is also the period given to the employer to determine whether the seafarer is fit for sea duty or permanently disabled and the degree of such disability. While the 120-day period may appear to be nonextendible, and the lapse thereof without the employer making any declaration would be enough to consider the employee permanently disabled, interpreting the aforesaid provisions in harmony with the applicable provisions of AREC indicates otherwise. That is, if the employer's failure to make a declaration on the fitness or disability of the seafarer is because of the latter's need for further medical attention, the period of temporary and total disability may be extended to a maximum of 240 days. During this period, the employer may declare that a permanent partial or total disability already exists or that the seafarer is already fit to work.

Applying the ruling in *Vergara vs. Hammonia*, the Supreme Court pronounced in *CF Sharp Crew Management, Inc., et al. vs. Taok*[27] that the 120-day or 240-day period and the obligations the law imposed on the employer are determinative of when a seafarer's cause of action for total and permanent disability may be considered to have arisen. Thus, the High Court enumerated the instances when a seafarer may be allowed to pursue an action

for total and permanent disability benefits, as follows:

- (a) The company-designated physician failed to issue a declaration as to his fitness to engage in sea duty or disability even after the lapse of the 120-day period and there is no indication that further medical treatment would address his temporary total disability, hence, justify an extension of the period to 240 days;
- (b) 240 days had lapsed without any certification issued by the company-designated physician;
- (c) The company-designated physician declared that he is fit for sea duty within the 120-day or 240-day period, as the case may be, but his physician of choice and the doctor chosen under Section 20-B(3) of the POEA-SEC are of a contrary opinion;
- (d) The company-designated physician acknowledged that he is partially permanently disabled but other doctors who he consulted, on his own and jointly with his employer, believed that his disability is not only permanent but total as well;
- (e) The company-designated physician recognized that he is totally and permanently disabled but there is a dispute on the disability grading;
- (f) The company-designated physician determined that his medical condition is not compensable or work-related under the POEA-SEC but his doctor-of-choice and the third doctor selected under Section 20-B(3) of the POEA-SEC found otherwise and declared him unfit to work;
- (g) The company-designated physician declared him totally and permanently disabled but the employer refuses to pay him the corresponding benefits; and
- (h) The company-designated physician declared him partially and permanently disabled within the 120-day or 240-day period but he remains incapacitated to perform his usual sea duties after the lapse of said periods.

A scrutiny of the records reveals that none of the foregoing circumstances is extant at the time petitioner filed a complaint for permanent and total disability benefits with the Arbitration Branch of public respondent NLRC.

Notably, when private respondent filed his complaint for total and permanent disability benefits on June 21, 2013, there was yet no declaration either from the company-designated doctor or from a privately-appointed physician that he was suffering from total and permanent disability. Quite the contrary, the company-designated physician declared him fit to work after he underwent 18 sessions of physical therapy. While private respondent was declared “unfit” by Supercare Medical Services Inc. during his pre-employment examination, such declaration cannot be relied upon as basis for total and permanent disability benefits. For one thing, Supercare Medical Services Inc. is not the company-designated clinic tasked to manage the injury for which private respondent was repatriated. For another, Supercare did not make a categorical pronouncement that private respondent's disability was total and permanent. In the Agreement to Proceed with Further Evaluation and Management executed between private respondent and Supercare, there was a mere general statement that private respondent was “unfit”. There was no categorization therein whether private respondent's unfitness is temporary or permanent neither a pronouncement that the same is total or partial. At most, what can be gleaned from the agreement is that there was a need to further evaluate private respondent's state of health by consultation with medical specialists and through medical tests. Instead of proceeding with further evaluation with Supercare or consulting with his own private physician, however, private respondent opted to lodge the instant complaint for total and permanent disability benefits. Indeed, this course of action which relied solely on the general declaration of unfitness made by Supercare is premature. True, private respondent was unfit during the pre-employment medical examination but the possibility still remains that his condition may still be addressed by further therapy or operation within the 120 or 240-day treatment period discussed above. Verily, not every sort of unfitness would entitle a seafarer to claim for total and permanent disability benefits.

That the complaint was prematurely filed is also evident from the fact that when it was instituted, barely ninety-one (91) days has lapsed from the time private respondent was medically repatriated on March 22, 2013. As such, even if the fitness-to-work assessment made by the company-designated physician is disregarded, the

most that can be said about his state of health at the time he filed the complaint is that he was suffering from a temporary total disability. It is well to note that it is only after the lapse of the 120 or 240-day treatment period that a seafarer may be considered to be suffering from total and permanent disability. Being in a state of temporary disability, petitioner cannot claim total and permanent disability benefits and cannot be said to have acquired a cause of action for the same.

The fact that private respondent was eventually declared unfit to work as a seaman by his private physician is of no moment. The assessment made by his doctor-of-choice was made more than a month after he instituted the instant case. As previously pointed out, a medical doctor has yet to declare private respondent eligible to claim total and permanent disability benefits at the time he filed the complaint. Additionally, the medical certificate hardly deserves credence since the same appears to have been issued after a singular consultation with the private doctor and without any indication of the test/s and procedure conducted on private respondent to arrive at the conclusion that he is totally and permanently disabled.

In the same wise, the circumstance that a cause of action accrued in favor of petitioner during the pendency of the proceedings with the labor tribunals cannot cure the defect that a cause of action is wanting at the time of filing of the complaint for total and permanent disability benefits. While the records reveal that private respondent has not been employed as a seafarer despite the lapse of 120 days, the same will not save the day for him. There is ample jurisprudence^[28] to the effect that an action commenced before the cause of action has accrued is prematurely brought and should be dismissed. Unless the plaintiff has a valid and subsisting cause of action at the time his action is commenced, the defect cannot be cured or remedied by the acquisition or accrual of one while the action is pending. The underlying reason for this rule is that a person should not be summoned before the public tribunals to answer for complaints which are premature.^[29]

What further militates against private respondent's claim for total and permanent benefits is his failure to comply with the conflict-resolution procedure under the POEA SEC. Section 20 (A) thereof provides that if a doctor appointed by the seafarer disagrees with the assessment of the company doctor, a third doctor may be agreed jointly between the employer and the seafarer whose decision shall be final and binding on both parties. We quote:

SECTION 20. COMPENSATION AND BENEFITS

A. 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 as follows:

xxx

1. 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 xxx

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. xxx

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.

xxx

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.

In the case at bench, private respondent pursued his claim with the Arbitration Branch of public respondent NLRC without observing the foregoing procedure. Notably, the company-designated doctor found private respondent fit to work. While he had reasons to doubt the findings of the company-designated physician after he was found unfit by Supercare Medical Inc., private respondent failed to consult a private physician before filing the instant complaint for disability benefits. Even granting that the private doctor timely assessed his disability as total and permanent, private respondent was bound under his contract of employment to refer the conflicting opinions to a third doctor whose assessment shall be binding to him and petitioners. It is well to state that it is private respondent's duty under the POEA SEC, which is the law between him and petitioners, to refer the conflicting opinions to a third doctor. As such, the filing of the complaint constituted a breach of private respondent's contractual obligation to comply with the conflict-resolution procedure laid down under the contract of employment.

The foregoing finds support in the case of *Philippine Hammonia Ship Agency, Inc., et al. vs. Dumadag*[30], where the Supreme Court, in ordering the dismissal of the seafarer's complaint for total and permanent disability benefits ruled that the seafarer therein failed to comply with the procedure laid down under the POEA SEC and the parties' CBA. The High Court explained that the filing of the complaint constituted a breach of the seafarer's contractual obligation to have the conflicting assessments of his disability referred to a third doctor for a binding opinion. The rulings of the labor authorities were seriously flawed as they were rendered in total disregard of the law between the parties, the POEA SEC and the CBA, on the prescribed procedure for the determination of disability compensation claims, particularly with respect to the resolution of conflicting disability assessments of the company-designated physician and the seafarer's private doctor.

In fine, it is well to stress that a writ of certiorari is intended to redress grave abuse of discretion or lack of jurisdiction on the part of the public respondent. We find that petitioners have sufficiently alleged and shown that public respondent NLRC committed grave abuse of discretion in the issuance of its assailed Decision and Resolution, and the grant of certiorari is thus proper under the premises.

WHEREFORE, the instant Petition for Certiorari is hereby GRANTED. The assailed Decision dated March 31, 2014 and the Resolution dated May 20, 2014 of public respondent National Labor Relations Commission are ANNULLED and SET ASIDE. Accordingly, the complaint dated June 21, 2013 filed by private respondent Leopoldo A. Bernarda, Jr. is DISMISSED.

SO ORDERED.

Salazar-Fernando, R.A., (Chairperson), and Bueser, D.,Q., JJ., concur.

[1] Rollo, pp. 1-48.

[2] Rollo, pp. 52-66.

[3] Rollo, pp. 67-80.

[4] Rollo, pp. 83-84.

[5] Rollo, p. 125.

[6] Rollo, pp. 141 and 169.

[7] Initial Medical Report dated March 26, 2013 issued by Shiphealth Inc., Rollo, p. 129.

[8] Final Medical Report dated May 21, 2013 issued by Shiphealth Inc., Rollo, pp. 135-136.

[9] Paresthesia refers to any subjective sensation, experienced as numbness, tingling, or a "pins and needles" feeling. Paresthesias often fluctuate according to such influences as posture, activity, rest, edema, congestion, or underlying disease. (Source: <http://www.thefreedictionary.com/such>)

[10] Ibid.

[11] Rollo, p. 137.

[12] Rollo, pp. 123 and 124.

[13] Rollo, pp. 138-164.

[14] Ibid.

[15] Rollo, pp. 185-208.

[16] Orthopedic Report dated July 25, 2013, Rollo, pp. 181-184.

[17] Supra, at Note 3.

[18] Rollo, pp. 75-80.

[19] Supra, at Note 2.

[20] Rollo, p. 5.

[21] Rollo, p. 13.

[22] Articles 191 to 193 of the Labor Code reads:

ARTICLE. 191. Temporary total disability. – (a) Under such regulations as the Commission may approve, any employee under this Title who sustains an injury or contracts sickness resulting in temporary total disability shall, for each day of such a disability or fraction thereof, be paid by the System an income benefit equivalent to ninety percent of his average daily salary credit, subject to the following conditions: xxx

ARTICLE. 192. Permanent total disability. – xxx

(c) 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;

xxx

ARTICLE. 193. Permanent partial disability. – (a) Under such regulations as the Commission may approve, any employee under this Title who contracts sickness or sustains an injury resulting in permanent partial disability shall, for each month not exceeding the period designated herein, be paid by the System during such a disability an income benefit for permanent total disability. xxx

[23] Section 2, Rule X of the Amended Rules on Employee Compensation (AREC) reads:

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 days except when 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.

[24] C.F. Sharpe Crew Management, Inc., et. al. vs. Taok, G.R. No. 193679, July 18, 2012.

[25] G.R. No. 172933, October 6, 2008.

[26] Section 20 (B) (3) of the POEA-SEC reads:

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.

[27] G.R. No. 193679, July 18, 2012.

[28] Turner, et al. vs. Lorenzo Shipping Corporation, et al., G.R. No. 157479, November 24, 2010, citing Surigao Mine Exploration Co., Inc. vs. Harris, 68 Phil 113 (1939); Swagman Hotels and Travel, Inc. vs. Hon. Court of Appeals, G.R. No. 161135, April 8, 2005; and Young, et al. vs. Court of Appeals, et al., G.R. No. 83271 May 8, 1991.

[29] Swagman Hotels and Travel, Inc. vs. Hon. Court of Appeals, G.R. No. 161135, April 8, 2005.

[30] G.R. No. 194362, June 26, 2013.

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.