

ELBURG SHIP MANAGEMENT PHILS., INC., AND AUGUSTEA ATLANTICA S.R.L. PETITIONER/S, VS. NATIONAL LABOR RELATIONS COMMISSION (SEVENTH DIVISION) AND HECTOR PLASABAS, RESPONDENTS.

Ponente: INGLES, G. T., J.

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INGLES, G. T., J.:

THE CASE

This is a petition filed under Rule 65 of the 1997 Rules of Civil Procedure, as amended, assailing the Decision[1] dated 30 April 2012 of the National Labor Relations Commission and its Resolution[2] dated 15 June 2012 denying reconsideration in NLRC Case No. OFW VAC-11-000058-2011.[*]

The petitioners pray for the issuance of a temporary restraining order and/or writ of preliminary injunction to restrain the execution of the assailed Decision.

THE ANTECEDENTS

Hector Plasabas (private respondent hereinafter) signed a re-engagement contract[3] with Elburg Ship Management Phil., Inc., (petitioner hereinafter) for nine months for the position of Mess Man on board the vessel of Augustea Atlantica S.R. L. with a monthly salary of US\$430.00. The private respondent was pronounced “fit to work without restriction”. However, after additional medical work-ups, the private respondent was diagnosed with “Liver Parenchymal Disease, Hepatic Schistosomiasis considered.” Thus, the “unfit” recommendation by the medical director of the DOH-accredited Sacred Heart Diagnostic Medical Center, Inc.

In the Medical Findings/Advice[4] issued by the medical director of the Sacred Heart Diagnostic Medical Center, Inc., the private respondent was requested “to get a clearance from DOH-Manila to (not legible) patient and if allowed as messman”. This, the private respondent did. He had his stool examined for schistosomiasis detection/diagnosis using the Kato-Katz technique[5] and, his blood using the circumoval precipitin test (COPT)[6] at the Diagnostic Parasitology Laboratory of the Department of Parasitology, College of Public Health, University of the Philippines, Manila. Both examinations yielded negative results. On this consideration, the government-owned San Lazaro Hospital issued a medical certificate[7] declaring the private respondent “physically fit for employment”.

Failing to be deployed despite the “fit to work” clearance given by the San Lazaro, the private respondent filed a complaint for breach of contract, illegal dismissal and damages. The parties failed to reach an amicable agreement.

THE RULING[8] OF THE LABOR ARBITER

The decretal portion of the Labor Arbiter's ruling read as follows,

“WHEREFORE, foregoing premises considered, judgment is finding that the respondent-ELBURG SHIPMANAGEMENT PHILIPPINES, INCORPORATED has breached the employment contract of complainant as respondent is hereby ordered to pay complainant his unexpired portion of the contract plus attorney's fees as follows:

US\$ 430 x 8 months = US\$ 3,440.00

10% Attorney's Fees = 344.00

Total US\$ 3,784.00

SO ORDERED.”[9]

In arriving at this conclusion, the Labor Arbiter ratiocinated that,

“As undisputably established from the record, complainant's signing for his deployment as messman through the manning corporation was not his first. Complainant he had been undisputably deployed through respondent corporation as a mess man for its vessels for (5) years and that complainant had been assured of another vessel to board and work as a crew member during his stint with the respondent manning company and that in January 2011, he was again engaged by respondent's company to work for a foreign vessel/principal in Italy for a contract duration of nine (9) months. He was then made to sign a re-engagement contract with respondent company; the Elburg Ship Management Phils., Inc. (formerly Rica Int'l. Manning Agency, Inc.) with a salary of Four Hundred Thirty US Dollars (US\$430) per month for a period of nine (9) months. The deployment did not push through because complainant was suddenly found to have suffered an infectious disease, schistosomiasis sometime in and the respondents presented machine copies of the medical findings of the Seaman's Hospital Diagnostic Medical Center Inc. Complainant, on the other hand, was also able to present medical findings of the Department of Health of San Lazaro Hospital, Manila and of the Diagnostic Parasitology Laboratory. Manila stating therein the negative finding/result. We note the proximity of the date of the laboratory result dated on 15 March 2011 wherein complainant was not found positive for the schistosomiasis infection.

Was the non-deployment of complainant attributed to his fault?

We find in the negative. Both parties presented conflicting documentary evidence supporting their respective stand on the case. The documentary evidence submitted by both parties submitted (sic) are merely machine copies, which were not even authenticated. Much as we want to weigh and consider the evidentiary weight and credence of the documents presented by parties, but we cannot determine with certainty the due execution of the documents. We can only consider them at their face value alongside with the attending circumstances of complainant's employment as messman. Indeed, it would be highly suspicious, to say the least, that complainant would suddenly develop an infectious disease of schistosomiasis with such very short time from the time he was found fit to work prior to the signing of his employment contract with a foreign principal. We note that the complainant was able to present a medical finding and laboratory result to prove in evidence that complainant is fit for sea duty as messman. We rule in favor of the complainant the seeming doubt in the evidence presented by parties. This is [in] line with the doctrine laid down in labor jurisprudence in carrying out and interpreting Labor laws in relation to resolving labor disputes that in case of doubt, the working man's welfare should be the primordial and paramount consideration. This kind of interpretation and resolution gives meaning and substance to the liberal and compassionate spirit of the law as provided in Article 4 of the Labor Code, which is [in] consonance to the avowed policy to give maximum aid and protection to labor.

As advanced by respondent manning company, the complainant was unable to finish with his 9-month

employment contract and was told to disembark, the reason for it we find invalid. With these taken into consideration, as the Supreme Court has already spoken in the Serrano case which was reaffirmed in the case Yap v. Thenamaris Shipmanagement, G.R. No. 179532, 20 May 2011, we hold that this case should not be treated differently. Hence, our award for salary for the unexpired portion of complainant's contract. We also deem it proper to award attorney's fees equivalent to 10% of the total monetary award, computed as follows:

x x x x"[10]

On appeal,[11] the National Labor Relations Commission seconded the Labor Arbiter's decision, thus,

"WHEREFORE, premises considered, judgment is, hereby, rendered dismissing the instant appeal for lack of merit. The Decision of the Labor Arbiter dated 16 August 2011 is, hereby, AFFIRMED.

SO ORDERED."[12]

The National Labor Relations Commission in affirming the Labor Arbiter's decision reasoned that:

"We find no reversible error in the appealed decision. From the parties' narration of facts in their respective position papers, complainant stated that he was already due for deployment, as his employment documents had, in fact, already been processed by the POEA. However, all of a sudden, respondent decided to put off his deployment on account of his alleged illness, which rendered him unfit for sea service. Respondent, on the other hand, categorically alleged that it had already deployed complainant for a nine-month contract, on January 21, 2011, but he was asked to disembark due to his medical condition, which rendered him unfit for employment as messman/food handler. We looked into the records but We found no evidence to show complainant's alleged deployment. Hence, We just settled with complainant's factual allegation that after his employment documents were processed by POEA, and his deployment and actual departure for Taiwan, where he was supposed to join his vessel, was scheduled, respondent precipitately put the same on hold due to an alleged illness, which rendered him unfit for sea duty. This is where the core issue in this case revolves.

Did respondent breach the employment contract it had entered into with respondent? We rule in the affirmative. The Overseas Filipino Worker (OFW) Information Sheet secured by complainant from the electronic data system of the POEA unmistakably shows that his employment documents were processed and approved by POEA, on January 21, 2011. We can safely assume that prior to or contemporaneous with such processing, complainant's physical fitness for sea service had already been determined since it is one of the prerequisites for processing of a worker's employment documents by the POEA. What is more, We cannot see the logic of respondent agency submitting complainant's employment documents for POEA processing and, necessarily, paying the required fees relative thereto, without first ascertaining that complainant is physically fit for sea duty. Complainant's misgivings on his alleged illness is therefore, expected. The documents adduced by the respondent showing complainant's alleged illness are as follows:

1)

Medical examination/Interpretation issued by the Radiology Department of Seamen's Hospital (Intramuros, Manila). Examination date: 2/10/2011.

2)

Ultrasound Report from Seaman's Hospital (Mandaue City, Cebu). Date: March 4, 2011.

3)

Medical Findings/Advice from Sacred Heart Diagnostic Center, Inc. (Makati City). Date: March 10, 2011; and

4)

Medical Certification and History issued by Sacred Heart Diagnostic Medical Center, Inc. (Makati City). Date:

July 5, 2011.

On the contrary, complainant submitted the following documents to disprove his alleged illness:

1)

Medical Certificate dated March 21, 2011 issued by San Lazaro Hospital;

2)

Laboratory Result dated 15 March 2011 from the UP Diagnostic Parasitology Laboratory, Department of Parasitology; and

3)

Laboratory Result dated 15 March 2011, from the UP Diagnostic Parasitology Laboratory, Department of Parasitology.

While complainant alleged to have been certified by the Sacred Heart Diagnostic Medical Center as “Physically fit for sea duty without restrictions”, the records of the instant case appear to be wanting of that certificate. We join the Labor Arbiter below in her observation that the aforementioned documents, coming from both parties, relative to complainant's alleged/disputed illness are all machine copies, hence, they are of little probative value. Nonetheless, granting them to be genuine, We opt to give more credence to the Medical Certificate, dated March 21, 2011 issued by San Lazaro Hospital with the following diagnosis: “Physically fit for employment”. The medical documents coming from the Seamen's Hospital, which is a private medical institution, could not take primary over the Medical Certificate issued by the San Lazaro Hospital, which is a DOH accredited hospital, in consonance with Section 8, Rule I, Book VI of the Omnibus Rules Implementing the Labor Code in relation to Article 284 of the Labor Code, stressing the significance of a certification coming from a competent public health authority. We are not unmindful of the existence of the two medical documents coming from the Sacred Heart Diagnostic Medical Center, which is, likewise, accredited by the DOH. However, between the conflicting findings of San Lazaro Hospital (submitted by the complainant) and Sacred Heart Diagnostic and Medical Center (submitted by the respondent). We, like the Labor Arbiter below, are more inclined to resolve the doubt in favor of the complainant. The consistent rule is that if doubts exist between the evidence presented by the employer and the employee, the scales of justice must be tilted in favor of the latter. In the case of *Asuncion v. National Labor Relations Commission*, 414 Phil. 329, 341 (2001), the Supreme Court said:

'x x x x'

On top of all these, the alleged rift between respondent and complainant's brother can hardly escape consideration. This was never denied by the respondent. This, in all probability, was a very significant factor in respondent's decision to halt complainant's decision to halt complainant's deployment. It maybe too presumptuous on Our part to say that respondent was ill-motivated, but it certainly has an axe to grind against the latter. We are, thus, constrained to declare respondent guilty for breach of employment contract. Respondent failed to prove with substantial evidence that they had a valid ground to prevent complainant from leaving on the scheduled date of his deployment. Neither the manning agent nor the employer can simply prevent a seafarer from being deployed without a valid reason. Respondent's act of preventing complainant [petitioner] from departing the port of Manila and boarding M/V Pan Uno [“MSV Seaspread”] constitutes a breach of contract, giving rise to complainant's [petitioner's] cause of action. Respondent unilaterally and unreasonably reneged on its obligation to deploy complainant [petitioner] and must therefor answer for the actual damages he suffered. The recent case of *Bright Maritime Corporation (BMC)/Desiree P. Tenorio vs. Ricardo B. Fantonial* is also instructive on the issue:

'x x x x'”[13]

On reconsideration,[14] the National Labor Relations Commission denied[15] the petitioner's motion.

Hence, this petition ascribing grave abuse of discretion to the National Labor Relations Commission,

(1)

when it ruled that the petitioner is liable for breach of contract of employment of private respondent; and

(2)

when it awarded attorney's fees.

THE ARGUMENTS

The petitioner's

By the words of Section 14, Article VIII of the 1987 Constitution, no decision shall be rendered by any court, including the public respondent National Labor Relations Commission (respondent NLRC hereinafter), without expressing therein clearly the facts and the law on which it is based.

Firstly, the respondent NLRC mis-appreciated the facts as stated in the memorandum of appeal filed by the petitioners. As a result of such misappreciation, the respondent NLRC rendered an erroneous decision. It may be well to point out that the private respondent was not yet deployed based on his new contract because of his health condition. In fact, he never boarded the vessel where he was supposed to be deployed.

That, the respondent NLRC's ruling is based on assumptions and presumptions as revealed in a portion thereof which states: "We can safely assume that prior to or contemporaneous with such processing, complainant's physical fitness for sea service had already been determined since it is one of the prerequisites for processing of a worker's employment documents by the POEA." Another glaring error is the public respondent's ruling that the breach of employment contract was ill-motivated.

For emphasis, the private respondent was validly terminated from his employment after it was found out that, prior to deployment, he was suffering from hepatic schistosomiasis, which rendered him unfit for employment. This was confirmed by the Sacred Heart Medical Center, Inc. after tests were conducted on the private respondent. In the medical finding/advice issued by the Sacred Heart Medical Center, Inc., the private respondent was unfit to work as messman, who, necessarily has to handle food. In the same finding/advice, the private respondent was advised to get clearance from the Department of Health in Manila as to the state or condition of his health. To stress, under the Medical Standards in the conduct of Pre-Employment Medical Examination (PEME) for Seafarers,[16] schistosomiasis is one of the medical conditions which renders a seafarer unfit for work. On this consideration alone, the private respondent's termination was, thus, for a valid cause.

It may well to add that the private respondent failed to adduce sufficient evidence to refute the petitioner's evidence. In fact, the private respondent presented only one piece of documentary evidence stating that he was fit for employment.

Lest if be forgotten, the rule of evidence prevailing in courts of law or equity are not controlling in labor cases. The rules of procedure and evidence are not applied in a very rigid and technical sense. Pursuant to this settled rule, presentation of the original copies of the documents submitted by the petitioner as evidence are no longer necessary.

Anent the award of attorney's fees, the same cannot be awarded unless there is a showing of bad faith on the part of the petitioners which forced the private respondent to litigate. Even granting without admitting that the private

respondent was forced to litigate, nonetheless, there is no showing of bad faith on the part of the petitioners. Elsewise stated, the award of attorney's fees has no factual and legal basis to stand on.

The petitioners pray for the issuance of a temporary restraining order and/or writ of preliminary injunction to enjoin the respondent NLRC from enforcing the questioned decision pending the determination of the merits of the petition and in order to preserve the rights of the parties.

THE ISSUES

Simply put, the issues are: Is the petitioner liable for breach of contract of employment? If so, whose medical finding or result should prevail under the circumstances? Is there legal and factual basis for the award of attorney's fees?

OUR RULING

The petition must fail.

Onset. It appears from the Medical Findings/Advice[17] dated March 10, 2011 that the medical director of the Sacred Heart Diagnostic Medical Center, Inc., Luzviminda S. Jose, suggested to private respondent to get clearance from the Department of Health-Manila as to his fitness to work, more particularly as mess man.

As stated earlier, after undergoing confirmatory tests for schistosomiasis which yielded negative results, the private respondent was still not deployed by the petitioner. The petitioner posits that "considering the difference between the schistosomiasis against liver cirrhosis and hepatitis, the tests undergone by herein private respondent were not proper tests to determine whether a person was suffering from schistosomiasis." [18]

The petitioner's position is specious.

For emphasis, the Kato-Katz and COPT are techniques used to detect the presence of *S. mansoni* and *S. japonicum*. As explained,

"x x x x

In the case of *S. mansoni* and *S. japonicum* detection by stool examination, methods such as the Kato-Katz fecal smear technique (Katz N, Chaves A, Pellegrino J. A simple device for quantitative stool thick-smear technique in Schistosomiasis mansoni.) also provide good sensitivity in highly endemic areas. These parasitological methods (urine filtration or Kato-katz), which cost approximately US\$2, have been widely studied and their usefulness with respect to morbidity control is well established.

The scientific contributions to and progress in schistosomiasis diagnosis in stool samples over the last decades have not resulted in the full availability of new methods; rather, they have resulted mainly in a better understanding of the advantages, limitations and utility of available methods. x x x.

The development of other coproscopical techniques based on sedimentation, centrifugation, fluctuation and miracidium hatching, may constitute alternatives to the Kato Katz technique. In general, these methods provide better sensitivity but are more laborious, being more useful for research, schistosomiasis diagnosis in travelers and as additional diagnostic tools for in the depth analysis of infection rates before and after treatment.

Antibody detection: Several immunological methods have been proposed for schistosomiasis diagnosis, but few have reached the large field and validation steps of development. The most commonly and widely used techniques that were validated in large-scale field trials include different formats of enzyme-linked immunosorbent assays (ELISA), the circumoval precipitin (COPT), the indirect hemagglutination test (IHAT), the indirect immunofluorescence test (IFT) and the skin reaction test." [19] (Underscoring ours)

Verily, the laboratory tests which the private respondent underwent at the Diagnostic Parasitology Laboratory, Department of Parasitology, College of Public Health, University of the Philippines, Manila were for detection of schistosomiasis.

The petitioner would want this Court to give more credence to the medical findings/results submitted by the DOH-accredited Sacred Heart Diagnostic Medical Center, Inc. than to the medical certificate issued by the government hospital, San Lazaro Hospital, and laboratory results from the Department of Parasitology, College of Public Health of the University of the Philippines, Manila. To recall, it was the medical director of the Sacred Heart Diagnostic Medical Center, Inc. who requested the private respondent to get medical clearance from the Department of Health in Manila. Now, that the private respondent was able to present a medical certification from the San Lazaro Hospital pronouncing him fit for work after undergoing confirmatory tests for schistosomiasis, the petitioner still did not deploy the private respondent within the period prescribed by the Philippine Overseas Employment Administration (POEA) because it insists that the private respondent is not fit to work at sea based on the findings of the Sacred Heart Diagnostic Medical Center, Inc. So between two conflicting medical findings, which should prevail? By logic, we apply the rule settled in *Cruz v. NLRC*,^[20] viz -

For a disease to be a valid ground for the dismissal of the employee, the continued employment of such employee is prohibited by law or prejudicial to his health or the health of his co-employees, and there must be a certification by a competent public health authority that the disease is of such nature or at such a stage that it cannot be cured within a period of six (6) months, even with proper medical treatment. In the absence of the required certification by a competent public health authority, the Supreme Court has ruled against the validity of the employee's dismissal. (Underscoring ours)

Apropos, in *Sy v. CA*,^[21] the Supreme Court stressed, that, As this Court stated in *Triple Eight Integrated Services, Inc. vs. NLRC*, the requirement for a medical certificate under Article 284 of the Labor Code cannot be dispensed with; otherwise, it would sanction the unilateral and arbitrary determination by the employer of the gravity or extent of the employee's illness and thus defeat the public policy in the protection of labor.

In consonance with the afore-quoted rulings, the medical certification issued by the government hospital, San Lazaro Hospital, declaring the private respondent fit for work must, therefore, prevail over the one issued by the private diagnostic medical center.

Re: commencement of employment of OFWs

Sec. 2 of the POEA Standard Contract is clear on this matter, thus:

A.

The Employment contract between the employer and the seafarer shall commence upon actual departure of the seafarer from the airport or seaport in the point of hire and with a POEA approved contract. It shall be effective until the seafarer's date of arrival at the point of hire upon termination of his employment pursuant to Section 18 of this Contract. [Emphasis supplied]

27.

Sec. 4, par. (b), Rule II, Book III of the POEA Rules and Regulations Governing Overseas Employment dated 31 May 1999 reads:

Section 4. Worker's Deployment. — An agency shall deploy its recruits within the deployment period as indicated below:

- a. One hundred twenty (120) calendar days from the date of signing of employment contract for all landbased workers;
- b. Thirty (30) calendar days from the date of processing by the administration of the employment contracts of seafarers. Failure of the agency to deploy a worker within the prescribed period without valid reasons shall be a cause for suspension or cancellation of license or fine. In addition, the agency shall return all documents at no cost to the worker.

It is clear from the above-quoted provision that where the seafarer has not yet departed from the point of hire, his/her employment with the hiring agency has not commenced yet. What does this imply? That, no employer-employee relationship existed between the manning agency and the seafarer. This being so, there is no illegal dismissal to speak of, only breach of contract. This is exactly what happened in the case at bar.

Re: jurisdiction over complaints for breach of
of employment contracts involving OFWs

In point is the case of *Santiago v. CF Sharp Crew Management, Inc.*,^[22] wherein the Supreme Court held that,

The POEA Rules only provide sanctions which the POEA can impose on erring agencies. It does not provide for damages and money claims recoverable by aggrieved employees because it is not the POEA, but the NLRC, which has jurisdiction over such matters.

Despite the absence of an employer-employee relationship between petitioner and respondent, the Court rules that the NLRC has jurisdiction over petitioner's complaint. The jurisdiction of labor arbiters is not limited to claims arising from employer-employee relationships. Section 10 of R.A. No. 8042 (Migrant Workers Act), provides that:

Sec. 10. Money Claims. — Notwithstanding any provision of law to the contrary, the Labor Arbiters of the National Labor Relations Commission (NLRC) shall have the original and exclusive jurisdiction to hear and decide, within ninety (90) calendar days after the filing of the complaint, the claims arising out of an employer-employee relationship or by virtue of any law or contract involving Filipino workers for overseas deployment including claims for actual, moral, exemplary and other forms of damages. . . . [Emphasis supplied]

Since the present petition involves the employment contract entered into by petitioner for overseas employment, his claims are cognizable by the labor arbiters of the NLRC.

Article 2199 of the Civil Code provides that one is entitled to an adequate compensation only for such pecuniary loss suffered by him as he has duly proved. Respondent is thus liable to pay petitioner actual damages in the form of the loss of nine (9) months' worth of salary as provided in the contract.

Next, going to the matter of the liability of the petitioner for breach of employment contract with the private respondent, instructive is the case of *Bright Maritime Corp. v. Fantonial*,^[23]

An employment contract, like any other contract, is perfected at the moment (1) the parties come to agree upon its terms; and (2) concur in the essential elements thereof: (a) consent of the contracting parties, (b) object certain which is the subject matter of the contract, and (c) cause of the obligation. The object of the contract was the rendition of service by respondent on board the vessel for which service he would be paid the salary

agreed upon.

Hence, in this case, the employment contract was perfected on January 15, 2000 when it was signed by the parties, respondent and petitioners, who entered into the contract in behalf of their principal, Ranger Marine S.A., thereby signifying their consent to the terms and conditions of employment embodied in the contract, and the contract was approved by the POEA on January 17, 2000. However, the employment contract did not commence, since petitioners did not allow respondent to leave on January 17, 2000 to embark the vessel M/V AUK in Germany on the ground that he was not yet declared fit to work on the day of departure, although his Medical Certificate dated January 17, 2000 proved that respondent was fit to work.

In *Santiago v. CF Sharp Crew Management, Inc.*, the Court held that the employment contract did not commence when the petitioner therein, a hired seaman, was not able to depart from the airport or seaport in the point of hire; thus, no employer-employee relationship was created between the parties.

Nevertheless, even before the start of any employer-employee relationship, contemporaneous with the perfection of the employment contract was the birth of certain rights and obligations, the breach of which may give rise to a cause of action against the erring party. If the reverse happened, that is, the seafarer failed or refused to be deployed as agreed upon, he would be liable for damages.

The Court agrees with the NLRC that a recruitment agency, like petitioner BMC, must ensure that an applicant for employment abroad is technically equipped and physically fit because a labor contract affects public interest. Nevertheless, in this case, petitioners failed to prove with substantial evidence that they had a valid ground to prevent respondent from leaving on the scheduled date of his deployment. While the POEA Standard Contract must be recognized and respected, neither the manning agent nor the employer can simply prevent a seafarer from being deployed without a valid reason.

Petitioners' act of preventing respondent from leaving and complying with his contract of employment constitutes breach of contract for which petitioner BMC is liable for actual damages to respondent for the loss of one-year salary as provided in the contract. The monthly salary stipulated in the contract is US\$670, inclusive of allowance.

In this instance, the petitioner entered into a contract to re-engage the private respondent for nine (9) months as mess man with a basic salary rate of US\$430.00 per month, and relying thereon, the private respondent was assured of such monthly earning for nine (9) months. It may be well to note that as reflected in the Overseas Filipino Worker (OFW) Information[24] retrieved from the files of the POEA this re-engagement contract was processed on 21 January 2011.

As already stated, the petitioner did not keep its contract with the private respondent because the latter was found to be infected with schistosomiasis, which was, however, disproved by the private respondent. For this, and in line with the afore-quoted jurisprudence, the petitioner is, without any doubt, liable for actual damages for breach of contract equivalent to the nine-month earnings computed at the rate of US\$430.00 per month.

Re: Award of attorney's fees

The award of attorney's fees is proper under circumstances as enunciated in *Bright Maritime Corp.*, supra, viz -

The Court also holds that respondent is entitled to attorney's fees in the concept of damages and expenses of litigation. Attorney's fees are recoverable when the defendant's act or omission has compelled the plaintiff to incur expenses to protect his interest. Petitioners' failure to deploy respondent based on an unjustified ground forced respondent to file this case, warranting the award of attorney's fees equivalent to ten percent (10%) of the recoverable amount.

Prescinding from the foregoing disquisitions, no grave abuse of discretion may be imputed against the public

respondent as its ruling is based on the facts extant on the case and the applicable law and jurisprudence.

WHEREFORE, the instant petition is DENIED, the Decision[25] dated 30 April 2012 of the National Labor Relations Commission and its Resolution[26] denying reconsideration dated 15 June 2012 rendered in NLRC Case No. OFW VAC-11-000058-2011 are hereby AFFIRMED in toto.

SO ORDERED.

Maxino, P.A.A., and Francisco, R.C., JJ., concur.

[1] Rollo, pp. 37-44.

[2] Rollo, pp. 46-48.

[*] NLRC Case No. OFW VAC-11-000058-11 (Notice of Decision and Resolution)

[3] Rollo, p. 91.

[4] Rollo, p. 82.

[5] Rollo, p. 94.

[6] Rollo, p. 93.

[7] Rollo, p. 92.

[8] Rollo, pp. 95-101.

[9] Pages 5-6 of the labor Arbiter's decision, Rollo, pp. 99-100.

[10] Rollo, 98-99.

[11] Rollo, pp. 104-118.

[12] Rollo, pp. 44..

[13] Rollo, pp. 40-44.

[14] Annex "G", Rollo, pp. 139-149.

[15] Rollo, pp. 46-48.

[16] Rollo, pp. 71-79.

[17] Rollo, p. 32.

[18] At page 17 of the petition, Rollo, p. 19.

[19] Rev. Soc. Bras. Med. Trop. Vol. 47, No. 1 Uberaba Jan./Feb. 2014 Epub 2014, <http://dx.doi.org/10.1590/0037-8682-0231-2013>. Review Article: Diagnosing schistosomiasis: where are we? [1] Luciana Inacia Gomes, Martin Johannes Enk, Ana Rabello. Laboratoria de Pesquisas Clinicas, Centro de Pesquisas Rene Rachou, Fundacao Oswaldo Cruz, Belo Horizonte, MG. [2] Laboratoria de Parasitoses Intestinais e Malacologia, Instituto Evandro Chagas, Secretaria de Vigilancia em Saude, Ministerio da Saude, Ananindeua, PA.

[20] Viola Cruz v. National Labor Relations Commission, et. al., G.R. No. 116384, February 7, 2000.

[21] Vicente Sy, et. al. v. Hon.Court of Appeals, et. al., G.R. No. 142293, February 27, 2003.

[22] Paul V. Santiago v. CF Sharp Crew Management, Inc., G.R. No. 162419, July 10, 2007.

[23] Bright Maritime Corporation (BMC)/Desiree P. Tenorio v. Ricardo B. Fantonial, G.R. No. 165935, February 8, 2012.

[24] Rollo, p. 91.

[25] Rollo, pp. 37-44.

[26] Rollo, pp. 46-48.

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