

CTI GROUP PHILIPPINES, CARNIVAL CRUISE LINES/ MARIA FE YUDE, PETITIONERS, VS. NATIONAL LABOR RELATIONS COMMISSION (FOURTH DIV.) AND PEDRO ALFONSO ALCARAZ SISON, RESPONDENTS.

Ponente: PERALTA, JR., E. B., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/ff5daae9ccb5/>

PERALTA, JR., E. B., J.:

Impugned through the current Petition[1] was public respondent's conclusion[2] in regard to petitioners' liability for total and permanent disability benefits of private respondent Pedro Alfonso Alcaraz Sison and the subsequent January 28, 2014 Resolution.[3]

On March 24, 2012, Pedro Alfonso Alcaraz Sison (Sison) entered into a six month shipboard employment contract[4] with petitioners to serve as "team waiter" on board M/S "Carnival Inspiration."

Prior to actual employment, Sison underwent a pre-employment medical evaluation and was declared "fit for sea duty". Thereafter, Sison was deployed, boarded the vessel and discharged his function as team waiter.

In June, 2012, Sison started to feel pain on his right elbow. Sison tried to ignore the pain but it was persistent which led him to consult the ship doctor on July 20, 2012. Sison was diagnosed[5] to have a right elbow strain, given medications, and was advised to apply hot compress for relief.

Sison's pain on his right elbow continued and he was referred to an orthopedic surgeon in Galveston, Texas, on July 29, 2012. Sison underwent an x-ray procedure and based on the result, Sison had "sclerotic bone fragment at the anterior margin of the coronoid process".[6] Sison was diagnosed to have elbow flexor tendinitis. Sison was asked to take oral NSAIDS and was advised to rest his right arm until the pain subsides.

Sison had a follow-up orthopedic evaluation on August 26, 2012 and was subjected to steroid injection.[7] Although the discomfort subsided for awhile, the pain recurred after a few days. On September 17, 2012, Sison underwent the MRI proceeding for his right elbow and the result indicated that his right elbow suffered from "partial tear of the flexor/pronator tendon unit at its insertion into the humeral medial epicondyle".[8] Sison's proximal greater/flexor muscles were inflamed. Sison was advised to stop working and was repatriated on October 7, 2012.

Sison reported his medical status to petitioner CTI group and he was referred to Metropolitan Medical Center for further evaluation, medication and physical therapy, to no avail. Thus, Sison inquired from the company designated physician about his medical condition but he failed to obtain a reply.

Consequently, Sison went to Dr. Renato Runas, an independent medical expert who evaluated him and concluded that the chronic pain sustained by Sison on his right elbow was work-related which pain disabled him from work. Dr. Runas' medical report[9] further stated "that Sison did not recover his pre-injury capacity status in spite of his medications and physiotherapy, and Sison is not fit for further sea duty permanently in whatever capacity as a seaman with a permanent disability status."

Sison relayed his medical condition to petitioners and claimed for his disability benefits. When petitioners allegedly terminated Sison's medical treatment and physical therapy, Sison pressed for disability benefits in the form of a Complaint[10] against petitioners.

Amidst Sison's assertions, petitioners argued that Sison was given the necessary medical attention while he was abroad[11] and when the pain on Sison's right elbow continued, he was medically repatriated. When informed of Sison's medical condition, petitioner CTI Group referred him to the company designated physician at Metropolitan Medical Center for further treatment. On October 11, 2012, the company physician diagnosed Sison with "right medial epicondylitis"[12] and eventually, he was declared to have reached maximum medical cure. On February 22, 2013, the company physician evaluated the condition of Sison. He was assessed with disability Grade 11 (disturbance of normal carrying angle)[13] and Sison's benefit was limited only to US\$7,465.00 per Section 32 of the POEA Contract.

According to petitioners, Sison did not agree with the findings of petitioners' physician. In fact, Sison did not comply with the procedure to contest the findings of the company physician through a third doctor appointed by Sison and petitioners prior to the Complaint.

On July 29, 2013, the Labor Arbiter opined that Sison was entitled to a partial permanent disability benefits corresponding to Grade 11 or 14.93% of the maximum compensation equivalent to US\$7,465.00 (US\$50,000 x 14.93%).[14]

Aggrieved by the Labor Arbiter's findings, Sison appealed the case before the NLRC which awarded US\$60,000.00 as permanent and total disability compensation, plus 10% of the judgment award as attorney's fees.[15] Following the subsequent denial of petitioners' plea for re-evaluation,[16] petitioners utilized the Petition before Us to seek relief from the US\$60,000.00 compensation in favor of Sison.

Basically, the core issue at hand revolved on whose disability assessment will prevail between petitioners' company designated physician and private respondent's chosen physician.

To resolve the conflict in the determination of liability of work-related death, illness or injury in the case of Filipino seamen working in foreign ocean-going vessels, the Department of Labor and Employment, through POEA, has required every seaman and vessel owner to execute the POEA Standard Employment Contract as a condition sine qua non prior to deployment for overseas work.[17] In effect, the POEA Standard Employment Contract is an integral portion of the employment contract for every seafarer and the employer.

From the alpha thus presented, the terms and conditions of the employment contract between petitioners and Sison were covered by POEA Governing Board Resolution No. 9 and POEA Memorandum Circular No. 10, Series of 2010, which adopted and implemented the 2010 POEA Standard Employment Contract.

Section 20(A)(3) of the POEA Standard Employment Contract (POEA-SEC) provides:[18]

...

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. In the course of the treatment, the seafarer shall also report regularly to the company-designated physician specifically on the dates as prescribed by the company-designated physician and agreed to by the seafarer. Failure of the seafarer to comply with the mandatory reporting requirement shall result in his forfeiture of the right to claim the above benefits.

If a doctor appointed by the seafarer disagrees with the assessment, a third doctor may be agreed jointly

between the Employer and the seafarer. The third doctor's decision shall be final and binding on both parties...

Indeed, petitioners and Sison were bound by the terms and conditions prescribed by the 2010 POEA-SEC with reference to the procedure to be observed if there is a conflict between the disability findings of the company designated physician and the seafarer's appointed physician. Necessarily, the POEA contract is the law between the parties thereto and as such, the provisions thereof will bind them both.[19]

In the current case, Sison failed to comply with the procedure prescribed by the POEA-SEC. While Sison was not precluded from consulting a physician of his own choice, his inability to heed the conflict-resolution process of the POEA-SEC constituted a breach of Sison's contractual obligation to refer the gridlock to a third doctor chosen by petitioners and private respondent.[20] Instead of tapping the services of a third doctor to resolve the impasse, Sison resorted to the Complaint below.

And inasmuch as no third doctor entered the picture, so to speak, the forensic canvass, through the labor tribunal and the courts, will now assume resonance.[21]

From Our perception, We cannot accord credence to the medical evaluation report issued by Dr. Runas who only narrated the medical history of Sison on the report. Verily, there was no indication of tests or examination and medical treatment as prelude to the conclusion of Sison's permanent incapacity. Moreover, as revealed by the factual genesis, Sison submitted himself to Dr. Runas for examination only on a single occasion.

By contrast, the company-designated physician attended to Sison from the very moment Sison was medically repatriated. After a series of medical examinations and treatment for Sison, the company-designated doctor assessed a Grade 11 (disturbance of normal carrying angle) disability for Sison.

In keeping with *Philman Marine Agency, Inc. (now DOHLE-PHILMAN Manning Agency, Inc.) v. Armando Cabanban*,[22] that "the doctor who had a personal knowledge of the actual medical condition, having closely, meticulously and regularly monitored and actually treated the seafarer's illness, is more qualified to assess the seafarer's disability," the company-designated doctor's evaluation will subordinate the single medical report of Sison's doctor who appeared to have examined him only once.

WHEREFORE, in view of the foregoing discourse, the instant Petition for Certiorari is hereby GRANTED. Accordingly, the January 28, 2014 Resolution and December 16, 2013 Decision of the National Labor Relations Commission are REVERSED and the judgment rendered by Labor Arbiter Veneranda C. Guerrero on July 29, 2013 is hereby AFFIRMED.

SO ORDERED.

Reyes, Jr. J.C., Chairperson, and Acosta, F. P., JJ., concur.

[*] Per Office Order No. 15-15-ABR dated January 20, 2015 effective February 2, 2015.

[1] Dated April 2, 2014.

[2] Decision promulgated on December 16, 2013, Rollo, pp. 34-44.

[3] Rollo, pp. 53-55.

[4] *Id.*, page 76.

[5] Rollo, pp. 98-100.

- [6] Id., page 101.
- [7] Id., pp. 102-103.
- [8] Id., page 104.
- [9] Rollo, pp. 105-106.
- [10] Id., pp. 56-57.
- [11] Id., pp. 98-104.
- [12] Id., pp. 77-78.
- [13] Id., page 79.
- [14] Decision page 7, see Rollo, page 52.
- [15] Decision, page 9, see Rollo, page 43.
- [16] Resolution, see Rollo, pp. 54-55.
- [17] Vergara v. Hammonia Maritime Services, Inc., G.R. No. 172933, October 6, 2008, 567 SCRA 610.
- [18] See also POEA Memorandum Circular No. 10 (Series of 2010).
- [19] Magsaysay Maritime v. Velasquez, G.R. No. 179802, November 14, 2008, 571 SCRA 239, 248.
- [20] Philippine Hammonia Ship agency, Inc. v. Dumadag, G.R. No. 194362, June 26, 2013
- [21] Dalusong v. Eagle Clarc Shipping Phils., Inc., G.R. No. 204233, September 3, 2014.
- [22] G.R. No. 186509, July 29, 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.