

ROSALINA TAGLE, PETITIONER, VS. COURT OF APPEALS, FAST INTERNATIONAL CORPORATION AND/OR KUO TUNG YU HUANG, RESPONDENTS.

G.R. NO. 148235. August 11, 2005

Ponente: CARPIO MORALES, J.

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CARPIO MORALES, J.:

Wilfredo P. Tagle, husband of petitioner Rosalina Tagle, was recruited by respondent Fast International Corporation (FIC), a corporation organized under the laws of the Republic of the Philippines, to work as fisherman at Taiwan for its principal, respondent Kuo Tung Yu Huang.

On May 9, 1995, Wilfredo Tagle and respondent Kuo Tung Yu Huang concluded an employment contract[1] for one (1) year, extendible for another year upon mutual agreement of the parties.

During the duration of the contract or on November 12, 1995, the fishing vessel boarded by Wilfredo Tagle in Taiwan collided with another and thereafter sank. Despite efforts to look for Tagle's corpus, the same proved futile. He was, therefore, presumed dead.

His widow, herein petitioner, thus filed a claim for death benefits with respondent FIC. The claim was approved and Philippine Prudential Life Insurance Co., Inc., the local insurer of FIC, issued a check in the amount of P650,000.00. Upon receipt by petitioner of the check, she accomplished on March 8, 1996 a Release, Waiver and Quitclaim[2] reading:

For and in consideration of the payment of the sum of PESOS: SIX HUNDRED FIFTY THOUSAND PESOS (P650,000.00) representing

Philippine Prudential Life Inc. Co., Inc.
Cert./Policy No. GART-743

receipt of which is hereby acknowledged, I, ROSALINA C. TAGLE of legal age, Filipino and a resident of Sariaya, Quezon, for myself and on behalf of my legitimate children/grandchildren/relatives/husband/wife, my heirs, assigns and successors in interest, do hereby release and discharge the Philippine Prudential Life Ins. Co., Inc., and all other persons having interest therein and thereby from all claims, demands, causes of action, etc., and all such other claims, demands, causes of action, etc., that may arise therefrom and/or incidentally connected therewith.

I hereby warrant that this Quitclaim may be pleaded as an absolute bar to any suit that either is now pending or may be henceforth prosecuted concerning matters referred to in the preceding paragraph. And in connection herewith, I promise to defend the right and to answer all costs of suits, of the Philippine Prudential Life Insurance Co., Inc., and all other persons having interest therein or thereby.

I further hereby warrant that I fully understand the terms and conditions of this Quitclaim, that the effects hereof had been explained to me in the language/dialect I understand, and that I have executed this document

voluntarily and of my free will and that I was not under fraud, mistake, undue influence, intimidation, violence or any other vice or consent." (Emphasis and underscoring supplied)

Petitioner, however, subsequently filed before the National Labor Relations Commission (NLRC), National Capital Region, a complaint for additional "labor insurance" in the amount of NT\$300,000.00, invoking Article II, Section 10 of the employment contract reading:

10.

Compensation and Benefits: If after repatriation, the FISHERMAN still requires medical attention for work connected illness, he shall be so provided at cost to the EMPLOYER. The Employer shall pay the FISHERMAN 100% of his basic wages from the time he leaves the vessel for medical treatment until he is declared fit to work or the degree of permanent disability has been assessed by company-physician, but in no case shall this period exceed 120 days.

Benefits for the FISHERMAN include compensation for service connected illness/injuries or death in accordance with social insurance laws and other pertinent provisions of the Taiwan Labor Law. Additional insurance coverage are in accordance with the POEA Standards for overseas fishermen. Additional Labor Insurance shall be provided to the FISHERMAN by the EMPLOYER with a limit of NT\$300,000.00 per person (or its equivalent) for accident insurance covering fishermen regardless of whether accident occurred within and/or beyond work hours.

In case of permanent total or partial disability of the FISHERMAN during the term of employment caused by either injury or illness, the FISHERMAN shall be compensated according to POEA Standard. The computation of the total permanent/partial disability of the FISHERMAN caused by injury sustained within a war zone area shall be based in the computation rate payable for death within the war zone area per POEA Standard.[3] (Underscoring supplied)

On motion of FIC, the Labor Arbiter, by Order of September 19, 1996,[4] dismissed the complaint of petitioner on the ground that by her prior execution of the Release, Waiver and Quitclaim she is barred from filing any subsequent action against FIC.

Petitioner appealed to the National Labor Relations Commission (NLRC).

By Resolution promulgated on July 20, 1998,[5] the NLRC dismissed petitioner's appeal and affirmed the Labor Arbiter's decision.

In affirming the Labor Arbiter's decision, the NLRC held

x x x

Records of this case show that respondent recruitment agency (FAST) is the Policy Holder of the aforesaid Insurance Policy of the deceased fisherman (Annex "A" of Complainants' Manifestation and Comment/Opposition). Its purpose therefore of insuring the decedent is not hard to discern i.e., to insulate itself from any eventuality which may arise during the effectivity of the employment contract for which the services of the deceased fisherman was contracted. Nothing on record would indicate that the P650,000.00 paid by Philippine Prudential Life Insurance Co. Inc. under Cert./Policy No. GART-743 is separate and distinct from the obligation of the respondent FAST and its principal (Huo Tung Yu Huang) arising from the employment contract. A careful reading and scrutiny of the particular provision of the employment contract now at issue simply provides that in addition to the benefits already mentioned, the Employer is mandated to provide the fisherman insurance coverage for accident in an amount not to exceed NT\$300,000.00 per person. Considering that the risk insured against had happened, the insurance proceeds which was even more than double the amount of the policy was paid to herein complainant-appellant. On the basis of the complainant's-appellant's receipt of said insurance proceeds. Release Waiver and Quitclaim was executed in

respondent's favor. We are therefore in full accord with the Labor Arbiter a quo that this release and quitclaim forever barred the filing of any subsequent action against respondent.

x x x[6] (Emphasis and underscoring supplied)

Petitioner's Motion for Reconsideration of the NLRC Resolution having been denied by Resolution of September 11, 1998,[7] she elevated the case to this Court via Petition for Certiorari filed on December 15, 1998, docketed as G.R. No. 136416.[8]

By Resolution of February 3, 1999,[9] this Court, consistent with its pronouncement in *St. Martin Funeral Home v. NLRC et al.*,[10] referred petitioner's petition bearing docket G.R. No. 136416 to the Court of Appeals (CA) for appropriate action and disposition.

In her original Petition for Certiorari, petitioner proffered as sole issue

WHETHER OR NOT THE RELEASE, WAIVER AND QUITCLAIM EXECUTED BY THE PETITIONER INCLUDED THE ADDITIONAL LABOR INSURANCE SHE IS ENTITLED TO AS PROVIDED FOR IN SECTION 10, ARTICLE II OF HER DECEASED HUSBAND'S EMPLOYMENT CONTRACT.

By Decision promulgated on October 17, 2000,[11] the CA, quoting with approval the earlier-quoted portion of the NLRC resolution, dismissed petitioner's petition, it finding "no shred of capriciousness or arbitrariness on the part of the respondent [NLRC]" in dismissing her appeal.

Respecting petitioner's reliance on *Principe v. Philippine-Singapore Transport Services, Inc.*[12] in support of her submission that "it is apparent that the Release, Waiver and Quitclaim signed by the petitioner in favor of Prudential Life was not intended to foreclose her right over the death benefits of her husband as against the principal employer, Kuo Tung, represented by its local agent, Fast International," the CA correctly held that *Principe* stands on a factual milieu different from the case at bar. Held the CA:

One. In *Principe*, the Motion to Dismiss filed by petitioner with POEA stated that the dismissal of the case would be without prejudice as regards private respondents. That situation did not take place in the case at bench.

Two. In *Principe*, the release paper signed by petitioner was only with regard to her claims against PSTSI. The second claim of *Principe* is against Chuan Hup who was not a party to the release document. The second claim was based upon the joint and solidary undertaking of PSTSI and Chuan Hup. No such circumstance existed in the case at bench.

Three. In *Principe*, in the release document, what was paid to petitioner for the death of her husband was only P7,000.00 which was an unconscionable amount while in the case at bench, the petitioner received P650,000.00.[13] (Emphasis in the original, underscoring supplied)

Petitioner's Motion for Reconsideration of the CA decision having been denied by Resolution of March 16, 2001,[14] she filed the present Petition for Certiorari under Rule 65 of the Rules of Civil Procedure, instead of a Petition for Review on Certiorari under Rule 45, hence, a wrong remedy. On this score alone, the petition is dismissible.

Why petitioner filed a Petition for Certiorari and cited cases decided in 1996 and earlier as "judicial precedents," to assail a decision of the CA, given her awareness, as she alleged in the present petition, of the referral of her original petition to the CA consistent with the 1998 pronouncement of this Court in *St. Martin*, can only mean two things: Either her counsel is not versed on the Rules, or he is resorting to certiorari because the remedy of appeal had been lost. For, when her counsel received the CA Resolution denying her Motion for Reconsideration, she had fifteen (15) days or up to April 26, 2001 to file the same. She filed her present petition, however, on the 61st

day, June 11, 2001, a Monday.

Technicality aside, on the merits, the petition just the same must be dismissed.

The present Petition for Certiorari filed by petitioner is an almost verbatim reproduction of the original Petition for Certiorari she filed. Petitioner merely dropped NLRC as one of the respondents and impleaded in its stead the CA, and she accordingly amended the petition to reflect that it is the decision of the CA which is being assailed.

Raising the same issue she raised in her original petition,

WHETHER OR NOT THE RELEASE, WAIVER AND QUITCLAIM EXECUTED BY THE PETITIONER INCLUDED THE ADDITIONAL LABOR INSURANCE SHE IS ENTITLED TO AS PROVIDED FOR IN SECTION 10, ARTICLE II OF HER DECEASED HUSBAND'S EMPLOYMENT CONTRACT,

she likewise reiterates the position she proffered in arguing in the negative.

The second paragraph of the earlier-quoted Article II, Section 10 of the employment contract[15] explicitly states that "Benefits . . . include compensation for . . . death in accordance with social insurance laws and other pertinent provisions of the Taiwan Labor Law. . . Additional Labor Insurance shall be provided to the Fisherman with a limit of NT\$300,000.00 per person (or its equivalent) for accident insurance covering fisherman regardless of whether accident occurs within and/or beyond work hours."

Death is defined as "loss of life resulting from injury or sickness."[16]

Death could be a result of accident, but accident does not necessarily result to death.

Compensation benefits for illness, death, accident which does not result to death, and partial or total disability are treated separately and differently in the 3-paragraph provision of Article II, Section 10 of the employment contract. The said provision in the employment contract being clear and unambiguous, its literal meaning controls.[17]

To uphold petitioner's claim for additional insurance for accident, assuming that one for the purpose was secured, after receiving insurance benefits for death arising from accident, would violate the clear provision of Article II, Section 10 of the employment contract, the law between the parties. And it would trifle with the Release, Waiver and Quitclaim, another contract between the parties, barring petitioner from claiming other or additional benefits arising from petitioner's husband's death-basis of the release of the insurance proceeds to her.

Petitioner's argument that the Release, Waiver and Quitclaim was executed in favor only of the insurance company does not lie, for it is therein clearly stated that she was releasing and discharging the insurance company "and all other persons having interest therein or thereby" " which therefore includes agent and policy holder respondent FIC[18] ... from all claims, demands, causes of action and the like "aris[ing] therefrom and/or incidentally connected therewith."

WHEREFORE, in light of the foregoing discussions, the Petition for Certiorari is hereby DISMISSED.

Costs against petitioner.

SO ORDERED.

Panganiban, (Chairman), Sandoval-Gutierrez, and Garcia, JJ., concur.
Corona, J., on leave.

[1] CA Rollo at 35-39.

[2] Id. at 46.

[3] Id. at 35-39.

[4] Id. at 52-56.

[5] Id. at 25-31.

[6] Id. at 29-31.

[7] Id. at 33.

[8] Id. at 3-23.

[9] CA Rollo at 66.

[10] G.R. No. 130866, September 16, 1998 (295 SCRA 494).

[11] CA Rollo at 96-108.

[12] 176 SCRA 514.

[13] Supra, Note 10 at 96-100.

[14] CA Rollo at 157.

[15] Supra, Note 3.

[16] Labor Code, Title II, Chapter 1, Art. 167 (m).

[17] Article 1370, Civil Code.

If the terms of a contract are clear and leave no doubt upon the intention of the contracting parties, the literal meaning of its stipulation shall control.

If the words appear to be contrary to the evident intention of the parties, the latter shall prevail over the former.

[18] Vide Note 2.

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