MARITIME FACTORS INC., PETITIONER, VS. BIENVENIDO R. HINDANG, RESPONDENT.

G.R. No. 151993. October 19, 2011

Ponente: PERALTA, J.

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PERALTA, J.:

Assailed in this petition for review on certiorari are the Decision[1] dated November 28, 2001 and the Resolution[2] dated January 29, 2002, of the Court of Appeals (CA) in CA-G.R. SP No. 57478.

The antecedent facts are as follows:

On June 10, 1994, petitioner Maritime Factors Inc., a domestic manning agency, for and in behalf of its foreign principal Bahrain Marine Contracting/Panama, engaged the services of Danilo R. Hindang (Danilo) to work as GP/Deckhand on board the M/T "Reya," a Panamanian-registered ocean-going vessel. Danilo's contract of employment was for a period of 12 months with a basic monthly salary of US$230.00.[3]

On July 27, 1994, while within the territorial jurisdiction of the Kingdom of Saudi Arabia and on board the vessel, Chief Mate Marcial Lauron, Jr., AB Jaime Aguinaldo and Oiler Allan P. Sarabia forced open Danilo's cabin door by taking out the screws on the door lock with a screw driver. They found Danilo's body inside the locker (wardrobe) of his cabin.[4] Danilo was found hanging by a strap on his neck in a kneeling position.[5] Upon arriving at West Pier, Ras Tanurah, they turned over Danilo's body to the Saudi police authorities, who then brought the body to Dr. Ossman Abdel Hameed, the Medical Examiner of the Eastern Region, Kingdom of Saudi Arabia. It was alleged that Dr. Hameed conducted an autopsy on Danilo's remains and concluded that Danilo committed suicide by hanging himself.[6]

Danilo's remains were repatriated to the Philippines where an autopsy was requested by Danilo's family. The autopsy was conducted by Dr. Maximo L. Reyes, a Medico-Legal Officer of the National Bureau of Investigation (NBI) and concluded that the cause of Danilo's death was Asphyxia by Strangulation, Ligature.[7] Dr. Reyes subsequently issued a Certification[8] dated December 27, 1994 clarifying that Danilo died of Asphyxia by strangulation which meant that somebody caused his death based on his autopsy findings.

On August 24, 1994, respondent Bienvenido R. Hindang, brother of the deceased seaman Danilo, filed for death compensation benefits pursuant to the POEA Standard Employment Contract Governing the Employment of All Filipino Seamen on Board Ocean-Going Vessels. The case was docketed as POEA Case No. 94-08-2599.[9] Since efforts to settle the case amicably proved futile, the Labor Arbiter (LA) directed the parties to submit their respective position papers.

Petitioner filed its Position Paper claiming that based on Dr. Hameed's medical jurisprudence report, Danilo committed suicide by hanging himself; thus, his death is not compensable. Petitioner submitted a photocopy of the fax transmission of a purported English translation of a 4-page medical jurisprudence report of Dr. Hameed where the latter stated that the cause of Danilo's death was suicide by hanging himself. Petitioner also submitted the

written report dated September 21, 1994 of Danilo's fellow crew members stating that Danilo's cabin door was locked, thus, they forced open it and found Danilo inside the locker room hanging by his neck in a kneeling position.

In his Position Paper, respondent contended that the NBI autopsy report categorically declared that the cause of Danilo's death was Asphyxia by strangulation, ligature; that the alleged Dr. Hameed's medical report cannot be given legal effect, since the report was a mere photocopy of a fax transmission from petitioner's foreign principal, hence, the document was unreliable as to its due execution and genuineness.

On November 29, 1996, the LA rendered its decision,[10] the decretal portion of which reads:

> WHEREFORE, premises considered, judgment is hereby rendered ordering respondent Maritime Factors, Inc. and/or its foreign employer Bahrain Marine Contracting/PANAMA to jointly and severally pay Danilo Hindang's death benefits through his next of kin Bienvenido R. Hindang, pursuant to the POEA Standard Contract for Seafarers, in the amount of US$50,000.00 or at its Philippine Currency equivalent at the exchange rate prevailing during the time of payment.[11]

The LA found that Danilo did not commit suicide, thus, the claim for his death benefit must prosper. It found, among others, that the NBI autopsy report concluding that Danilo died of Asphyxia by strangulation should be given credence as against petitioner's evidence which consisted of a mere photocopy of the fax transmission of the alleged medical jurisprudence report of Dr. Hameed; that the medical report was unreliable, since its genuineness and due execution could not be verified especially so that the report was purportedly prepared by a foreign government officer; and that under the POEA Standard Employment Contract for Filipino Seamen, the burden of proof to prove non-compensability of the death of the seaman is on the employer which petitioner failed to discharge. The LA also found that there was no proof submitted that Danilo had been observed to be losing his mind as to kill himself.

Petitioner filed its Memorandum of Appeal[12] with the National Labor Relations Commission (NLRC).

On August 18, 1998, the NLRC rendered a Resolution[13] which affirmed in toto the LA decision.

Petitioner's motion for reconsideration was also denied in a Resolution[14] dated December 8, 1999.

Petitioner filed with the CA a petition for certiorari under Rule 65 assailing the NLRC resolutions for having been issued with grave abuse of discretion. Respondent filed his Comment, while the petitioner its Rejoinder thereto.

In a Decision dated November 28, 2001, the CA denied the petition and affirmed the NLRC resolutions.

The CA found that respondent through the NBI autopsy report and the certification issued by the medico-legal officer, Dr. Reyes, was able to prove that Danilo died of Asphyxia by strangulation, thus, the burden was shifted to petitioner to prove that Danilo committed suicide. However, petitioner failed to do so since its evidence consisted merely of a photocopy of the fax transmission of the alleged English-translated medical report of Dr. Hameed; and such report cannot be verified as to its genuineness and due execution in our jurisdiction. Therefore, as between the independent report of the NBI and the mere photocopy of the alleged medical report of Dr. Hameed, the former therefore prevailed and should be given full credence.

The CA did not also give much credence to the written report dated September 21, 1994 of Danilo's fellow crew members since the circumstances stated in the report did not at all prove that Danilo committed suicide.

The CA brushed aside petitioner's claim that respondent failed to prove that he is related to Danilo. It found that petitioner had admitted in its Answer to the Complaint that respondent is a brother of Danilo; and that the issue that respondent is not related to Danilo was only raised for the first time in the CA.

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Hence, this petition wherein petitioner raises the following assignment of errors, to wit:

> THE HONORABLE COURT OF APPEALS GRIEVOUSLY [ERRED] WHEN IT TOTALLY DISREGARDED THE MEDICAL JURISPRUDENCE REPORT OF THE SAUDI ARABIAN DOCTOR WHO CONDUCTED AN ACTUAL EXAMINATION OF THE CADAVER AND OCULAR INSPECTION OF THE PLACE WHERE THE DECEASED WAS FOUND ON THE LAME [EXCUSE] THAT THE SAME WERE MERE PHOTOCOPIES OF THE FAX TRANSMISSIONS FROM THE PETITIONER'S FOREIGN PRINCIPAL.
>
> THE HONORABLE COURT OF APPEALS ERRED WHEN IT MADE A FACTUAL CONCLUSION THAT IS NOT BORNE OUT BY THE RECORD BUT GROUNDED ENTIRELY ON SPECULATIONS, SURMISES OR CONJECTURE.
>
> THE HONORABLE COURT OF APPEALS ERRED WHEN IT RULED THAT THE RESPONDENT IS THE BROTHER OF THE DECEASED DESPITE THE UTTER LACK OF BASIS TO SUBSTANTIATE THE RELATIONSHIP.[15]

Petitioner claims that Danilo's death is not compensable, since he committed suicide; that the photocopy of the facsimile transmission of the purported 4-page medical report of Dr. Hameed, which supported petitioner's claim, should have been admitted notwithstanding that the same was a mere photocopy since the original document is in a foreign country; and that administrative and quasi-judicial bodies like the NLRC are not bound by technical rules of procedure in the adjudication of cases. Petitioner argues that the written report dated September 21, 1994, signed by Danilo's fellow crew members, should have also been considered in the resolution of this case.

The main issue for resolution is whether Danilo committed suicide during the term of his employment contract which would exempt petitioner from paying Danilo's death compensation benefits to his beneficiaries.

In a petition for review on certiorari, our jurisdiction is limited to reviewing errors of law in the absence of any showing that the factual findings complained of are devoid of support in the records or are glaringly erroneous.[16] We are not a trier of facts, and this applies with greater force in labor cases.[17] Findings of fact of administrative agencies and quasi-judicial bodies, which have acquired expertise because their jurisdiction is confined to specific matters, are generally accorded not only great respect but even finality.[18] They are binding upon this Court unless there is a showing of grave abuse of discretion or where it is clearly shown that they were arrived at arbitrarily or in utter disregard of the evidence on record.[19] We find these exceptions in this case.

The LA, the NLRC and the CA found that Danilo died of Asphyxia by strangulation based on the NBI post-mortem findings and certification issued by the medico-legal officer, Dr. Reyes. These three tribunals did not give credence to the evidence presented by petitioner proving that Danilo committed suicide, which evidence consisted of (1) a photocopy of the fax transmission of the medical report of Dr. Hameed, the Saudi Arabian doctor who immediately conducted an autopsy on Danilo's body upon his death; and (2) the written report of three fellow crew members of Danilo.

We reverse the ruling.

The three tribunals agreed to respondent's claim that the photocopy of a fax transmission of Dr. Hameed's medical report is unverifiable and unreliable; thus, did not give credence to the same. However, we find that respondent is estopped from raising its objection to such photocopy of medical report, since respondent even lifted portions in the report which would allegedly prove his claim of Danilo's death by strangulation. Notably, respondent would refer to portions of the medical report which suit his purpose but raises the report's authenticity and reliability since the conclusion was adverse to him.

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Respondent cannot now claim that the medical report which was merely a translation of the original report in Arabic cannot be given legal effect, since respondent had referred to the same medical report to argue its case. It is settled that the LA and the NLRC are directed to use every and all reasonable means to ascertain the facts in each case speedily and objectively, without regard to technicalities of law and procedure all in the interest of substantial justice. [20]

Considering the foregoing, we find reversible error committed by the LA, the NLRC and the CA in discrediting Dr. Hameed's medical report for being a mere photocopy of a fax transmission. Again, we stress that proceedings before the NLRC are not covered by the technical rules of evidence and procedure as observed in the regular courts. Technical rules of evidence do not apply if the decision to grant the petition proceeds from an examination of its sufficiency as well as a careful look into the arguments contained in position papers and other documents. [21]

We give credence to Dr. Hameed's medical report establishing that Danilo committed suicide by hanging himself. Dr. Hameed conducted the autopsy on Danilo's remains immediately after the latter's death. He saw first-hand the condition of Danilo's body, which upon his examination led him to conclude that Danilo died by hanging himself. His report was comprehensive and more detailed. He, likewise, noted that there were no signs of violence or resistance, or any external injuries except a very slight and artificial injury of nearly 5 cms among the toes of Danilo's right leg.[22]

Petitioner also presented as its evidence the written report of Danilo's fellow crew members to prove that Danilo's cabin door was locked when he was found hanging in his wardrobe. The report stated that they (Chief Mate Marcial Lauron, Jr., AB Jaime Aguinaldo and Oiler Allan P. Sarabia) forced open the cabin door of Danilo by taking out the screws on the door; that the door was locked since the key was inserted in the keyhole inside the room; that upon opening the door, they found the room empty but when they looked at the locker, they saw Danilo hanging with a strap on his neck in a kneeling position.[23] This written report was not given credence by the CA holding that "no one can prevent a determined villain from entering the said room while the door was open when the deceased was inside; thus, after the villain strangled the victim to death, he slipped away, closed and locked the door."[24]

We find such finding as speculative. In Dr. Hameed's medical report, as well as Dr. Reyes' post mortem examination, both reports did not mention of any showing of signs that there was struggle on the part of Danilo to defend himself from an intruder. Both reports did not report any marks of violence in the other parts of Danilo's body. Thus, Dr. Hameed's medical report, corroborated by the written report of Danilo's fellow crew members that the door was locked from the inside when they found Danilo hanging in his wardrobe, only shows that he committed suicide.

Under Part II, Section C, Nos. 1 and 6 of the POEA "Standard Employment Contract Governing the Employment of All Filipino Seamen on Board Ocean-Going Vessels,"[25] it is provided that:

> 1. In case of death of the seaman during the term of this Contract, the employer shall pay his beneficiaries the Philippine Currency equivalent to the amount of U.S.$50,000.00 and an additional amount of U.S.$7,000.00 to each child under the age of twenty-one (21) but not exceeding four children at the exchange rate prevailing during the time of payment.[26]
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> 6. No compensation shall be payable in respect of any injury, incapacity, disability or death resulting from a willful act on his own life by the seaman, provided, however, that the employer can prove that such injury, incapacity, disability or death is directly attributable to him.[27]

In order to avail of death benefits, the death of the employee should occur during the effectivity of the employment contract. The death of a seaman during the term of employment makes the employer liable to his heirs for death compensation benefits.[28] This rule, however, is not absolute. The employer may be exempt from liability if it can successfully prove that the seaman's death was caused by an injury directly attributable to his deliberate or willful act.[29] Clearly, respondent's entitlement to any death benefit depends on whether petitioner's evidence suffices to prove that Danilo committed suicide, and the burden of proof rests on petitioner.[30]

We find that petitioner was able to prove that Danilo's death was attributable to his deliberate act of killing himself by committing suicide.

WHEREFORE, the petition is GRANTED. The Decision dated November 28, 2001 and the Resolution dated January 29, 2002 of the Court of Appeals are hereby REVERSED and SET ASIDE.

SO ORDERED.

Velasco, Jr., (Chairperson), Abad, Mendoza, and Perlas-Bernabe, JJ., concur.

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[1] Penned by Associate Justice B. A. Adefuin-dela Cruz, with Associate Justices Wenceslao I. Agnir, Jr. and Rebecca de Guia-Salvador, concurring, rollo, pp. 40-45.

[2] Id. at 47.

[3] Id. at 54.

[4] Id. at 55.

[5] Id.

[6] Id. at 56-59.

[7] Id. at 251.

[8] Id. at 253.

[9] Id. at 60.

[10] Id. at 77-85. Per Labor Arbiter Pedro C. Ramos; Docketed as NLRC OCW Case No. RAB-IV-5-547-96-L.

[11] Id. at 84-85.

[12] Id. at 86-103.

[13] Id. at 105-111; Penned by Commissioner Victoriano R. Calaycay, with Presiding Commissioner Raul T. Aquino and Commissioner Angelita A. Gacutan, concurring; Docketed as NLRC NCR CA No. 012186-97.

[14] Id. at 120.

[15] Id. at 17-18.

[16] Retuya v. Dumarpa, G.R. No. 148848, August 5, 2003, 408 SCRA 315, 326.

[17] Gerlach v. Reuters Limited, Phils., G.R. No. 148542, January 17, 2005, 448 SCRA 535, 545.

[18] Colegio de San Juan de Letran-Calamba v. Villas, 447 Phil. 692, 700 (2003).

[19] Id.

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[20] Sasan Sr. v. NLRC, G.R. No. 176240, October 17, 2008, 569 SCRA 670, 688.

[21] See Furusawa Rubber Philippines, Inc. v. Secretary of Labor and Employment, G.R. No. 121241, December 10, 1997, 282 SCRA 635, 642.

[22] Rollo, p. 57.

[23] Id. at 55.

[24] Id. at 44.

[25] Approved in 1989 and subsequent revisions were made thereafter.

[26] Now Section 20 [A], No. 1, Revised Standard Employment Terms and Conditions Governing the Employment of Filipino Seafarers on Board Ocean-Going Vessels which reads:

> 1. In case of death of the seafarer during the term of his contract, the employer shall pay his beneficiaries the Philippine Currency equivalent to the amount of Fifty Thousand US dollars (US$50,000) and an additional amount of Seven Thousand US dollars (US$7,000) to each child under the age of twenty-one (21) but not exceeding four (4) children, at the exchange rate prevailing during the time of payment.

[27] Now Section 20 (D), Revised Standard Employment Terms and Conditions Governing the Employment of Filipino Seafarers on Board Ocean-Going Vessels which also reads:

> D. No compensation shall be payable in respect of any injury, incapacity, disability or death of the seafarer resulting from his willful or criminal act, provided, however, that the employer can prove that such injury, incapacity, disability or death is directly attributable to the seafarer.

[28] NFD International Manning Agents v. NLRC, G.R. No. 116629, January 16, 1998, 284 SCRA 239, 247.

[29] Id.

[30] Lapid v. NLRC, G.R. No. 117518, April 29, 1999, 306 SCRA 349, 357.

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