CREWLINK, INC. AND/OR GULF MARINE SERVICES, PETITIONERS, VS. EDITHA TERINGTERING, FOR HER BEHALF AND IN BEHALF OF MINOR EIMAEREACH ROSE DE GARCIA TERINGTERING, RESPONDENTS.

G.R. No. 166803. October 11, 2012

Ponente: PERALTA, J.

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PERALTA, J.:

This is a Petition for Review on Certiorari under Rule 45 of the Rules of Court seeking the reversal of the Decision[1] dated July 8, 2004 and Resolution[2] dated January 17, 2005 of the Court of Appeals (CA) in CA-G.R. SP No. 79966, setting aside the Resolutions dated February 20, 2003[3] and July 31, 2003[4] of the National Labor Relations Commission (NLRC), which affirmed in toto the Decision[5] dated February 12, 2002 of the Labor Arbiter.

The facts, as culled from the records, are as follows:

Respondent Editha Teringtering (Teringtering), spouse of deceased Jacinto Teringtering (Jacinto), and in behalf of her minor child, filed a complaint against petitioner Crewlink, Inc. (Crewlink), and its foreign principal Gulf Marine Services for the payment of death benefits, benefit for minor child, burial assistance, damages and attorney's fees.

Respondent alleged that her husband Jacinto entered into an overseas employment contract with Crewlink, Inc. for and in behalf of its foreign principal Gulf Marine Services, the details of which are as follows:

Duration of Contract

:

12 months

Position

:

Oiler

Basic Monthly Salary

:

US $385.00

Hours of Work

:

48 hrs/wk

Overtime

:

US $115.50

Vacation Leave with pay

:

1 mo. leave after

12 months

Point of Hire

:

Manila, Philippines

x x x x

Teringtering claimed that before her husband was employed, he was subjected to a pre-employment medical examination wherein he was pronounced as “fit to work.” Thus, her husband joined his vessel of assignment and performed his duties as Oiler.

On or about April 18, 2001, a death certificate was issued by the Ministry of Health of the United Arab Emirates wherein it was stated that Jacinto died on April 9, 2001 due to asphyxia of drowning. Later on, an embalming and sealing certificate was issued after which the remains of Jacinto was brought back to the Philippines.

After learning of the death of Jacinto, respondent claimed from petitioners the payment of death compensation in the amount of US$50,000.00 and burial expenses in the amount of US$1,000.00, as well as additional death compensation in the amount of US$7,000.00, for the minor Eimaereach Rose de Gracia Teringtering but was refused without any valid cause. Hence, a complaint was filed against the petitioners.

Respondent claimed that in order for her husband's death to be compensable it is enough that he died during the term of his contract and while still on board. Respondent asserted that Jacinto was suffering from a psychotic disorder, or Mood Disorder Bipolar Type, which resulted to his jumping into the sea and his eventual death. Respondent further asserted that her husband’s death was not deliberate and not of his own will, but was a result of a mental disorder, thus, compensable.

For its part, petitioner Crewlink alleged that sometime on April 9, 2001, around 8:20 p.m. while at Nasr Oilfield, the late Jacinto Teringtering suddenly jumped into the sea, but the second engineer was able to recover him. Because of said incident, one personnel was directed to watch Jacinto. However, around 10:30 p.m., while the boat dropped anchor south of Nasr Oilfield and went on standby, Jacinto jumped off the boat again. Around 11:00 p.m., the A/B watchman reported that Jacinto was recovered but despite efforts to revive him, he was already dead from drowning.

Petitioner asserted that Teringtering was not entitled to the benefits being claimed, because Jacinto committed suicide. Despite the non-entitlement, however, Teringtering was even given burial assistance in the amount of P35,800.00 and P13,273.00 on May 21, 2001. She likewise received the amount of US$792.51 representing donations from the GMS staff and crew. Petitioner likewise argued that Teringtering is not entitled to moral and

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exemplary damages, because petitioner had nothing to do with her late husband's untimely demise as the same was due to his own doing.

As part of the record, respondent submitted Ship Captain Oscar C. Morado's report on the incident, which we quote:

> At arround 2000 hrs. M/V Raja 3404 still underway to Nasr Complex w/ 1 passenger. 2018 hrs. A/side Nasr Complex boatlanding to drop 1 passenger At 2020 hrs. Mr. Jacinto Tering Tering suddenly jump to the sea, while the boat cast off from Nasr Complex boatlanding. And the second Engr. Mr. Sudarto jump and recover Mr. Jacinto Tering Tering the oiler.
>
> 2040 hrs. Dropped anchor south of Nasr oilfield and standby. And that time informed to GMS personnel about the accident, And we informed to A/B on duty to watch Mr. Jacinto Tering Tering. 2230 hrs. The A/B watch man informed that Mr. Jacinto Tering Tering jump again to the sea. And that time the wind NW 10-14 kts. and strong current. And the second Engr. jump to the sea with life ring to recover Mr. Jacinto Tering Tering. 2300 hrs. We recovered Mr. Jacinto Tering Tering onboard the vessel and apply Respiration Kiss of life Mouth to Mouth, And proceed to Nasr Complex to take doctor.
>
> 2320 hrs. A/side Nasr Complex boatlanding and the doctor on-board to check the patient. 2330 hrs. As per Nasr Complex Doctor the patient was already dead. Then informed to GMS personnel about the accident.
>
> I Captain Oscar C. Morado certify this report true and correct with the best of my knowledge and reserve the right, modify, ratify and/or enlarge this statement at any time and place, According to the law.[6]

In a Decision dated February 12, 2002, the Labor Arbiter, after hearing, dismissed the case for lack of merit. The Labor Arbiter held that, while it is true that Jacinto Teringtering died during the effectivity of his contract of employment and that he died of asphyxiation, nevertheless, his death was the result of his deliberate or intentional jumping into the sea. Thus, his death was directly attributable to him.

Teringtering then appealed before the NLRC which affirmed in toto the ruling of the Labor Arbiter.

Unsatisfied, Teringtering filed a petition for certiorari under Rule 65 before the Court of Appeals and sought the nullification of the NLRC Resolution, dated February 20, 2003, which affirmed the Labor Arbiter’s Decision dated February 12, 2002.

On July 8, 2004, the CA reversed and set aside the assailed Resolution of the NLRC, the dispositive portion of which reads:

> WHEREFORE, premises considered, the Resolution dated February 20, 2003 is hereby REVERSED and SET ASIDE. Respondents Crewlink, Inc. and Gulf Marine Services are hereby DECLARED jointly and severally liable and, accordingly, are directed to pay deceased Jacinto Teringtering's beneficiaries, namely respondent Editha Teringtering and her daughter Eimaereach Rose de Gracia, the Philippine Currency equivalent to US$50,000.00, and an additional amount of US$7,000, both at the exchange rate prevailing at the time of payment.
>
> SO ORDERED.[7]

Thus, before this Court, Crewlink, Inc. and/or Gulf Marine Services, as petitioner, raised the following issues:

> I
>
> WHETHER A SPECIAL CIVIL ACTION OF CERTIORARI INCLUDES CORRECTION OF THE NLRC'S EVALUATION OF THE EVIDENCE AND FACTUAL FINDINGS BASED THEREON OR CORRECTION OF ERRORS OF FACTS IN THE JUDGMENT OF THE NLRC;

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II

WHETHER THE NEGLIGENT ACTS OF SUPPOSEDLY FAILING TO TAKE SUCH MEASURES FOR THE COMFORT AND SAFETY OF THE DECEASED SEAFARER, AMONG OTHERS, WHICH WERE ESPECIALLY EMPHASIZED IN THE ASSAILED CA DECISION AND WHICH ACTUALLY REFERRED TO ACTS COMMITTED BY THE SHIPMATES OF THE DECEASED, BUT POSITIVELY ATTRIBUTED TO PETITIONERS AND FOR WHICH THE LATTER ARE NOW BEING HELD LIABLE – ARE IN THE NATURE OF AN ENTIRELY DIFFERENT SOURCE OF OBLIGATION THAT IS PREDICATED ON QUASI-DELICT OR TORT AS PROVIDED UNDER OUR CIVIL LAWS AND, THUS, HAS NO REFERENCE TO OUR LABOR CODE;

III

WHETHER THE DEATH OF SEAFARER IN THIS CASE WAS A RESULT OF A DELIBERATE/WILLFUL ACT ON HIS OWN LIFE, AN ACT DIRECTLY ATTRIBUTABLE TO THE DECEASED, AND NO OTHER, AS FOUND AND SO RULED BY THE LABOR ARBITER AND NLRC, AS TO RENDER HIS DEATH NOT COMPENSABLE.

Petitioner claimed that Jacinto's death is not compensable, considering that the latter's death resulted from his willful act. It argued that the rule that the employer becomes liable once it is established that the seaman died during the effectivity of his employment contract is not absolute. The employer may be exempt from liability if he can successfully prove that the seaman's death was caused by an injury directly attributable to his deliberate or willful act, as in this case.

We find merit in the petition.

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. We are not a trier of facts, and this applies with greater force in labor cases. 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. 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. This case is no different.

As found by the Labor Arbiter, Jacinto's jumping into the sea was not an accident but was deliberately done. Indeed, Jacinto jumped off twice into the sea and it was on his second attempt that caused his death. The accident report of Captain Oscar Morado narrated in detail the circumstances that led to Jacinto's death. The circumstances of Jacinto's actions before and at the time of his death were likewise entered in the Chief Officer's Log Book and were attested to by Captain Morado before the Philippine Embassy. Even the A/B personnel, Ronald Arroga, who was tasked to watch over Jacinto after his first attempt of committing suicide, testified that despite his efforts to prevent Jacinto from jumping again overboard, Jacinto was determined and even shoved him and jumped anew which eventually caused his death.

Considering the foregoing, we do not find any reason to discredit the evidence presented as well as the findings of the Labor Arbiter. Settled is the rule that factual findings of labor officials, who are deemed to have acquired expertise in matters within their jurisdiction, are generally accorded not only respect but even finality by the courts when supported by substantial evidence, i.e., the amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion. More so, when there is no showing that said findings were arrived at arbitrarily or in disregard of the evidence on record.

Likewise, the provisions of the Code of Commerce are certainly inapplicable in this case. For precisely, the issue

for resolution here is the obligation of the employer to its employee should the latter die during the term of his employment. The relationship between the petitioner and Jacinto is one based on contract of employment and not one of contract of carriage.

Under No. 6, Section C, Part II of the POEA "Standard Employment Contract Governing the Employment of All Filipino Seamen On-Board Ocean-Going Vessels" (POEA-SEC), it is provided that:

> x x x x
>
> 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. (Emphasis ours)

Indeed, 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. 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.

In the instant case, petitioner was able to substantially prove that Jacinto's death was attributable to his deliberate act of killing himself by jumping into the sea. Meanwhile, respondent, other than her bare allegation that her husband was suffering from a mental disorder, no evidence, witness, or any medical report was given to support her claim of Jacinto's insanity. The record does not even show when the alleged insanity of Jacinto did start. Homesickness and/or family problems may result to depression, but the same does not necessarily equate to mental disorder. The issue of insanity is a question of fact; for insanity is a condition of the mind not susceptible of the usual means of proof. As no man would know what goes on in the mind of another, the state or condition of a person’s mind can only be measured and judged by his behavior. Establishing the insanity of an accused requires opinion testimony which may be given by a witness who is intimately acquainted with the person claimed to be insane, or who has rational basis to conclude that a person was insane based on the witness’ own perception of the person, or who is qualified as an expert, such as a psychiatrist.[8] No such evidence was presented to support respondent's claim.

The Court commiserates with the respondent, but absent substantial evidence from which reasonable basis for the grant of benefits prayed for can be drawn, the Court is left with no choice but to deny her petition, lest an injustice be caused to the employer. Otherwise stated, while it is true that labor contracts are impressed with public interest and the provisions of the POEA-SEC must be construed logically and liberally in favor of Filipino seamen in the pursuit of their employment on board ocean-going vessels, still the rule is that justice is in every case for the deserving, to be dispensed with in the light of established facts, the applicable law, and existing jurisprudence.[9]

WHEREFORE, the petition is GRANTED. The Decision of the Court of Appeals in CA-G.R. SP No. 79966, dated July 8, 2004, and its January 17, 2005 Resolution denying the motion for reconsideration are REVERSED and SET ASIDE. The February 20, 2003 and July 31, 2002 Resolutions of the National Labor Relations Commission in NLRC NCR OFW Case No. (M) 01-06-1144-00, affirming the February 12, 2002 Decision of the Labor Arbiter, are hereby REINSTATED and AFFIRMED.

SO ORDERED.

Velasco, Jr., (Chairperson), Peralta, Abad, Mendoza, and Perez,[*] JJ., concur.

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[*] Designated Acting Member, per Special Order No. 1299 dated August 28, 2012.

[1] Penned by Associate Justice Arcangelita M. Romilla-Lontok, with Associate Justices Rodrigo V. Cosico and Danilo B. Pine, concurring; rollo, pp. 40-47.

[2] Id. at 49-50.

[3] CA rollo, pp. 27-37.

[4] Id. at 38-39.

[5] Id. at 21-26.

[6] Id. at 93.

[7] Rollo, p. 46.

[8] People v. Florendo, G.R. No. 136845, October 8, 2003, 413 SCRA 132, 139; 459 Phil. 470, 478-479 (2003).

[9] Panganiban v. Tara Trading Shipmanagement, Inc., and Shinline SDN BHD, G.R. No. 187032, October 18, 2010, 633 SCRA 353, 369.

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