MEDLINE MANAGEMENT, INC. AND GRECOMAR SHIPPING AGENCY, VS. PETITIONERS, GLICERIA ROSLINDA AND ARIEL ROSLINDA, RESPONDENTS.

G.R. No. 168715. September 15, 2010

Ponente: DEL CASTILLO, J.

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DEL CASTILLO, J.:

If a seafarer dies after the termination of his contract of employment, the Court can only commiserate with his heirs because it has no alternative but to declare that his beneficiaries are not entitled to the death benefits provided in the Philippine Overseas Employment Administration (POEA) Standard Employment Contract (SEC).

This Petition for Review on Certiorari[1] assails the Decision[2] dated March 11, 2005 of the Court of Appeals (CA) in CA-G.R. SP No. 87648, which dismissed the petition for certiorari with prayer for the issuance of a writ of preliminary injunction and/or restraining order challenging the Resolution dated August 31, 2004[3] and October 15, 2004[4] of the National Labor Relations Commission (NLRC) in NLRC NCR CA No. 040435-04. Also assailed is the Resolution[5] dated June 22, 2005 denying the Motion for Reconsideration.

Factual Antecedents

Petitioner Medline Management, Inc. (MMI), on behalf of its foreign principal, petitioner Grecomar Shipping Agency (GSA), hired Juliano Roslinda (Juliano) to work on board the vessel MV "Victory." Juliano was previously employed by the petitioners under two successive separate employment contracts of varying durations. His latest contract was approved by the POEA on September 9, 1998 for a duration of nine months.[6] In accordance with which, he boarded the vessel MV "Victory" on October 25, 1998 as an oiler and, after several months of extension, was discharged on January 20, 2000.

Months after his repatriation, or on March 6, 2000, Juliano consulted Dr. Pamela R. Lloren (Dr. Lloren) of Metropolitan Hospital. He complained about abdominal distention which is the medical term for a patient who vomits previously ingested foods. From March 8 to August 24, 2000, Juliano visited Dr. Lloren for a series of medical treatment.[7] In a Medical Certificate[8] issued by Dr. Lloren, the condition of Juliano required hemodialysis which was initially done twice a week for a period of two months and then once every 10 days. In medicine, hemodialysis is the method of removing waste products such as creatinine and urea, as well as freeing water from the blood, when the kidneys are in renal failure.[9]

On August 27, 2001, Juliano died. On September 4, 2003, his wife Gliceria Roslinda and son Ariel Roslinda, respondents herein, filed a complaint against MMI and GSA for payment of death compensation, reimbursement of medical expenses, damages, and attorney's fees before the Labor Arbitration Branch of the NLRC.

Petitioners received on September 25, 2003 a copy of the summons[10] and complaint. Instead of filing an answer, they filed a Motion to Dismiss[11] on the grounds of prescription, lack of jurisdiction and prematurity. Petitioners contended that the action has already prescribed because it was filed three years, seven months and 22

days from the time the deceased seafarer reached the point of hire. They also argued that the case should be dismissed outright for prematurity because respondents failed to comply with a condition precedent by not availing of the grievance machinery. Lastly, petitioners opined that the Labor Arbiter had no jurisdiction because there exists no employer-employee relationship between the parties.

On January 9, 2004, respondents submitted their Position Paper with Opposition to Motion to Dismiss.[12] On January 26, 2004, petitioners submitted their Comment/Reply with Motion to Expunge Complainant's Position Paper.[13]

Ruling of the Labor Arbiter

On April 21, 2004, Labor Arbiter Fatima Jambaro-Franco denied the Motion to Dismiss filed by the petitioners. The dispositive portion provides:

> WHEREFORE, premises considered, the Motion to Dismiss is hereby DENIED for lack of merit.
>
> In order to expedite the proceedings of this case, the respondents [herein petitioners] are hereby ordered to submit their position paper on May 18, 2004 at 9:30 a.m.
>
> SO ORDERED.[14]

Ruling of the National Labor Relations Commission

Petitioners, instead of complying with the order of the Labor Arbiter to submit their position paper, filed their Notice of Appeal with Memorandum[15] of Appeal on May 7, 2004 with the NLRC.

Petitioners asserted that the Labor Arbiter seriously erred in disregarding the basic provision of the POEA Contract. According to them, the POEA contract is clear that any claim arising from the employment of a seafarer should be filed within one year from the seafarer's return to the point of hire; otherwise, it shall be barred forever. In addition, petitioners claimed that the Labor Arbiter also erred when she issued an order without resolving the other issues in their Motion to Dismiss. The Labor Arbiter failed to take into consideration that respondents have no employer-employee relationship with herein petitioners, which means that the former have no cause of action against the latter. Lastly, they opined that the Labor Arbiter failed to resolve the issue of prematurity when the present case was filed without passing through the grievance committee.

On August 31, 2004, the NLRC issued its Resolution, the dispositive portion of which provides:

> PREMISES CONSIDERED, respondents' appeal from the Order dated April 21, 2004 is hereby DISMISSED for lack of merit. Let records herein be REMANDED to Arbitration Branch of origin for immediate appropriate proceedings.
>
> SO ORDERED.[16]

Ruling of the Court of Appeals

After reviewing the case on certiorari, the CA ruled that the claim was filed within the three-year prescriptive period which must be reckoned from the time of Juliano's death on August 27, 2001 and not from the date of his repatriation on January 20, 2000. As to the denial of the Motion to Dismiss, it found that under Section 3 of Rule V of the NLRC Rules of Procedure, an order denying the Motion to Dismiss or suspension of its resolution until the final determination of the case, is not appealable. Anent the issue that the Labor Arbiter had no jurisdiction over the case because there exists no employee-employer relationship between the parties, the CA held that such matter is a factual issue which should be threshed out in the trial of the case. Being a factual matter needing evidence for its existence, a motion to dismiss is not the proper remedy. The dispositive portion of the CA

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Decision states:

> IN VIEW OF ALL THE FOREGOING, the instant petition is ordered DISMISSED. Costs against the petitioners.
>
> SO ORDERED.[17]

After the denial by the CA of their Motion for Reconsideration, petitioners filed the present petition for review on certiorari.

Issues

Petitioners raise the following issues:

> I.
>
> Whether the CA seriously erred in holding that the Order of the Labor Arbiter dismissing the Motion to Dismiss is not appealable.
>
> II.
>
> Whether the CA seriously erred in ruling that the claim is not yet barred by
>
> prescription despite the fact that it was filed beyond the one-year prescriptive period provided by the POEA Standard Employment Contract.
>
> III.
>
> Whether the ruling of the CA is contrary to the jurisprudence laid down in the case of Fem's Elegance Lodging House vs. Murillo decided by this Court.

Petitioners' Arguments

Petitioners contend that although Rule 1, Section 3 of the NLRC Rules of Procedure provides for the suppletory application of the Rules of Court, the same is proper only in the absence of applicable provision in the NLRC Rules of Procedure to the issue at hand. Here, Section 1, Rule VI of the NLRC Rules of Procedure and Article 223 of the Labor Code specifically provide that any order of the Labor Arbiter is appealable to the NLRC, regardless if it is final or interlocutory in nature. Hence, there is no room for the suppletory application of the Rules of Court in the case at bench.

Petitioners also argue that the POEA SEC provides that the employer and the seafarer agree that all claims arising from the contract shall be made within one year from the date of seafarer's return to the point of hire. Hence, respondents' claim for death benefits has clearly prescribed because they filed their complaint before the NLRC Arbitration Branch only on September 11, 2003 or three years seven months and 22 days after the return of Juliano to the point of hire on January 20, 2000.

Respondents' Arguments

Respondents posit that Section 3, Rule V of the NLRC Rules of Procedure clearly provides that an order denying a motion to dismiss or suspension of its resolution until the final determination of the case is not appealable. It is for this reason that petitioners were required to proceed with the Arbitration Branch of origin for further proceedings.

Moreover, respondents argue that the Motion to Dismiss filed by the petitioners was properly denied by the Labor Arbiter because the cause of action has not yet prescribed. The prescriptive period that should apply is three years

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and not one year as provided for in the POEA SEC. Therefore, when the complaint was filed on September 4, 2003, it is well within the three-year prescriptive period. The reckoning point is the time when the cause of action accrued which is from the time of death of the seafarer and not from the time of repatriation.

Our Ruling

A close perusal of the three issues presented for our review readily reveals a single issue of substance - that the Labor Arbiter seriously erred in denying the Motion to Dismiss filed by the petitioners without ruling on all the grounds raised by them. Another issue involved a procedural ground - that the CA erred in dismissing the petition assailing the denial of the Motion to Dismiss based on Section 3, Rule V of the NLRC Rules of Procedure.

The Labor Arbiter Properly
Denied the Motion to Dismiss

The denial of the Motion to Dismiss by the Labor Arbiter, the NLRC, and the CA was made in accordance with prevailing law and jurisprudence. It should be noted that in the Motion to Dismiss filed by the petitioners before the Labor Arbiter, they cited prescription, lack of jurisdiction and failure to comply with a condition precedent, as the three grounds for dismissal of the case.

Prescription

The employment contract signed by Juliano stated that "Upon approval, the same shall be deemed an integral part of the Standard Employment Contract

(SEC) for seafarers."[18] Section 28 of the POEA SEC states:

> SECTION 28. JURISDICTION
>
> The Philippine Overseas Employment Administration (POEA) or the National Labor Relations Commission (NLRC) shall have original and exclusive jurisdiction over any and all disputes or controversies arising out of or by virtue of this Contract.
>
> Recognizing the peculiar nature of overseas shipboard employment, the employer and the seafarer agree that all claims arising from this contract shall be made within one (1) year from the date of the seafarer's return to the point of hire. (Emphasis supplied)

On the other hand, the Labor Code states:

> ART. 291. Money claims. - All money claims arising from employer-employee relations accruing during the effectivity of this Code shall be filed within three (3) years from the time the cause of action accrued; otherwise they shall forever be barred.
>
> x x x x (Emphasis supplied)

In Southeastern Shipping v. Navarra, Jr.,[19] we ruled that "Article 291 is the law governing the prescription of money claims of seafarers, a class of overseas contract workers. This law prevails over Section 28 of the Standard Employment Contract for Seafarers which provides for claims to be brought only within one year from the date of the seafarer's return to the point of hire." We further declared that "for the guidance of all, Section 28 of the Standard Employment Contract for Seafarers, insofar as it limits the prescriptive period within which the seafarers may file their money claims, is hereby declared null and void. The applicable provision is Article 291 of the Labor Code, it being more favorable to the seafarers and more in accord with the State's declared policy to afford full protection to labor. The prescriptive period in the present case is thus three years from the time the cause of action accrues."

In the present case, the cause of action accrued on August 27, 2001 when Juliano died. Hence, the claim has not yet prescribed, since the complaint was filed with the arbitration branch of the NLRC on September 4, 2003.

Lack of Jurisdiction

Petitioners' claim that the Labor Arbiter has no jurisdiction to hear the case for want of employer-employee relationship between the parties lacks merit. Petitioners have not taken into consideration that respondents, as heirs of Juliano, have the personality to file the claim for death benefits. As the parties claiming benefits for the death of a seafarer, they can file a case with the Labor Arbiter as provided for under Section 28 of the POEA SEC. It is clearly provided therein that the NLRC shall have original and exclusive jurisdiction over any and all disputes or controversies arising out of or by virtue of the Contract.

Furthermore, Section 20 of the Standard Terms and Conditions Governing the Employment of Filipino Seafarers On-Board Ocean-Going Vessels states:

> A. COMPENSATION AND BENEFITS FOR DEATH
>
> 1. In the case of work-related 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$ 50,000.00) and an additional amount of Seven Thousand US Dollars (US$ 7,000.00) 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.
>
> x x x x

In filing the complaint for payment of death compensation, reimbursement of medical expenses, damages and attorney's fees before the Labor Arbitration Branch of the NLRC, respondents are actually enforcing their entitlement to the above provision of the contract of Juliano with petitioners. They are the real parties in interest as they stand to be benefited or injured by the judgment in this case, or the parties entitled to the avails of the case.

Having shown that respondents have the personality to file the complaint and that the Labor Arbiter has the original and exclusive jurisdiction over the said claims, then this ground for petitioners' Motion to Dismiss has no basis and, therefore, its denial was proper.

Failure to Comply with a Condition Precedent

Petitioners likewise contend that the present claim should have been dismissed on the ground that respondents prematurely filed the present complaint because the employment contract requires respondents to first bring their claim before the Grievance Machinery.

Indeed, the records of this case would not give us any idea on what actions were taken by respondents before they filed the case. What can only be deduced from the records is that respondents demanded from petitioners the payment of death benefits and the reimbursement of medical expenses incurred by Juliano from the time of his repatriation on January 20, 2000 until his death on August 27, 2001 amounting to P149,490.00 which was refused by petitioners. There is therefore no showing that they complied with the provisions of the employment contract to first bring the matter before the Grievance Machinery.

Having shown that respondents failed to bring this matter to the Grievance Machinery as provided in the POEA SEC, can we now conclude that the Labor Arbiter erred in denying the Motion to Dismiss on the ground that respondents failed to comply with a condition precedent? We answer this in the negative. The denial by the Labor Arbiter of the Motion to Dismiss filed by petitioners on the ground of non-compliance with a condition precedent is still proper.

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> Section 4, Rule III of the New Rules of Procedure of the NLRC (As amended by NLRC Resolution No. 01-02, series of 2002) provides:
>
> SECTION 4. PROHIBITED PLEADINGS AND MOTIONS. - The following pleadings, motions or petitions shall not be allowed in the cases covered by these Rules:
>
> (a) Motion to dismiss the complaint except on the ground of lack of jurisdiction over the subject matter, improper venue, res adjudicata, prescription and forum shopping;
>
> x x x x

The above provision thus explicitly provides that a motion to dismiss that can be availed of is one which is based on lack of jurisdiction over the subject matter, improper venue, res judicata, prescription and forum shopping. Conversely, a motion to dismiss on the ground of failure to comply with a condition precedent is, therefore, a prohibited pleading. Hence, the Labor Arbiter did not commit any grave abuse of discretion amounting to lack or excess of jurisdiction when she denied the Motion to Dismiss filed by petitioners.

Having shown that the Labor Arbiter properly denied the Motion to Dismiss, the NLRC and the CA have likewise acted in accordance with law in denying the appeal of the dismissal of such Motion to Dismiss.

The CA Properly Denied the Petition
Based on Section 3, Rule V of the
NLRC Rules of Procedure

Petitioners contend that Section 3 (now Section 6), Rule V of the NLRC Rules of Procedure is in direct conflict with the provisions of Section 1, Rule VI of the same NLRC Rules of Procedure and Article 223 of the Labor Code and, hence, it should be the latter which should prevail.

We do not agree.

Section 3 (now Section 6) of Rule V and Section 1 of Rule VI of the NLRC Rules of Procedure, as amended, provide:

> SECTION 3. MOTION TO DISMISS. - On or before the date set for the conference, the respondent may file a motion to dismiss. Any motion to dismiss on the ground of lack of jurisdiction, improper venue, or that the cause of action is barred by prior judgment, prescription or forum shopping, shall be immediately resolved by the Labor Arbiter by a written order. An order denying the motion to dismiss or suspending its resolution until the final determination of the case is not appealable.
>
> SECTION 1. PERIODS OF APPEAL. - Decisions, resolutions or orders of the Labor Arbiter shall be final and executory unless appealed to the Commission by any or both parties within ten (10) calendar days from receipt of such decisions, resolutions or orders of the Labor Arbiter and in case of a decision of the Regional Director within five (5) calendar days from receipt of such decisions, resolutions, or orders. If the 10[th] or 5[th] day, as the case may be, falls on a Saturday, Sunday or a holiday, the last day to perfect the appeal shall be the next working day.

Another provision cited by petitioners is Article 223 of the Labor Code which states:

> ART. 223. Appeal. - Decisions, awards, or orders of the Labor Arbiter are final and executory unless appealed to the Commission by any or both parties within ten (10) calendar days from receipt of such decisions, awards, or orders. Such appeal may be entertained only on any of the following grounds:
>
> x x x x

However, all the three provisions above-mentioned refer to final orders and not interlocutory ones, such as, a denial of a motion to dismiss. Based on the above provisions, the Labor Arbiter's decisions, resolutions or orders shall be final and executory unless appealed to the Commission. Only a final order can attain the final and executory stage; an interlocutory order cannot go that far. Consequently, when the law says that the orders appealable to the Commission are those which will become final and executory if not appealed, it can only refer to a final order, not an interlocutory order, such as a denial of a motion to dismiss.

There is no conflict between the above provisions. The CA therefore correctly dismissed the petition assailing the denial of the Motion to Dismiss based on Section 3 (now Section 6), Rule V of the NLRC Rules of Procedure because it involved an interlocutory order. Admittedly, the order denying a Motion to Dismiss is an interlocutory order because it still requires a party to perform certain acts leading to the final adjudication of a case.

Lastly, petitioners' reliance in FEM's Elegance Lodging House v. Murillo[20] to justify their position that an interlocutory order like the denial of their Motion to Dismiss can be appealed is misplaced. The CA properly addressed this issue in this wise:

> Reliance in the case of FEM's Elegance vs. Murillo is misdirected. In that case, the Labor Arbiter's denial was appealed directly to the Supreme Court and did not pass the Court of Appeals. In ruling that orders of the Labor Arbiter shall be appealable to the Court of Appeals, the High Court, to Our mind, was simply saying that you cannot go and seek review directly from the Labor Arbiter to the Supreme Court. One has to pass first the NLRC.[21]

For Expediency, this Court can
Decide the Merits of this Case

This Court is aware that in this case, since the petition is denied, the normal procedure is for it to remand the case to the Labor Arbiter for further proceedings. "However, when there is enough basis on which the Court may render a proper evaluation of the merits of petitioners' case, x x x the Court may dispense with the time[-]consuming procedure in order to prevent further delays in the disposition of the case."[22] Indeed, remand of the case to the Labor Arbiter for further reception of evidence is not conducive to the speedy administration of justice and it becomes unnecessary where the Court is in a position to resolve the dispute based on the records before it. Briefly stated, a remand of the instant case to the Labor Arbiter would serve no purpose save to further delay its disposition contrary to the spirit of fair play.

"It is an accepted precept of procedural law that the Court may resolve the dispute in a single proceeding, instead of remanding the case to the lower court for further proceedings if, based on the records, pleadings, and other evidence, the matter can readily be ruled upon."[23] Instead of remanding the case to the Labor Arbiter for further proceedings, we will resolve the dispute to serve the ends of justice.

The complete records of this case have already been elevated to this Court. The pleadings on record will fully support this adjudication.

Respondents are not Entitled to the
Death Benefits Provided Under the
POEA Standard Employment Contract

In Southeastern Shipping v. Navarra, Jr.,[24] we declared that "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. Once it is established that the seaman died during the effectivity of his employment contract, the employer is liable."[25]

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Juliano did not die while he was under the employ of petitioners. His contract of employment ceased when he was discharged on January 20, 2000, after having completed his contract thereat. He died on August 27, 2001 or one year, seven months and seven days after the expiration of his contract. Thus, his beneficiaries are not entitled to the death benefits under the Standard Employment Contract for Seafarers.

Moreover, there is no evidence to show that Juliano's illness was acquired during the term of his employment with petitioners. In respondents' Position Paper,[26] they admitted that Juliano was discharged not because of any illness but due to the expiration of his employment contract.[27] Although they stated that Juliano was hospitalized on August 28, 1999, or five months before his contract expired, they presented no proof to support this allegation. Instead, what respondents presented were the Medical Certificates[28] issued by Dr. Lloren attesting to the fact that on March 6, 2000, Juliano consulted her complaining of abdominal distention. We find this not substantial evidence to prove that Juliano's illness which caused his death was contracted during the term of his contract.[29] "Indeed, the death of a seaman several months after his repatriation for illness does not necessarily mean that: a) the seaman died of the same illness; b) his working conditions increased the risk of contracting the illness which caused his death; and c) the death is compensable, unless there is some reasonable basis to support otherwise."[30] In the instant case, Juliano was repatriated not because of any illness but because his contract of employment expired. There is likewise no proof that he contracted his illness during the term of his employment or that his working conditions increased the risk of contracting the illness which caused his death.

"While the Court adheres to the principle of liberality in favor of the seafarer in construing the Standard Employment Contract, we cannot allow claims for compensation based on surmises. When the evidence presented negates compensability, this Court has no choice but to deny the claim, lest we cause injustice to the employer."[31]

WHEREFORE, the instant petition for review on certiorari is DENIED.

We hereby declare that the claim for death benefits of respondents Gliceria Roslinda and Ariel Roslinda has not yet prescribed but petitioners are not liable to pay to respondents death compensation benefits under the Standard Employment Contract for Seafarers considering that Juliano's death occurred after the effectivity of his contract. The Labor Arbiter is therefore DIRECTED to dismiss the complaint filed by herein respondents against the petitioners for payment of death compensation, reimbursement of medical expenses, damages and attorney's fees.

SO ORDERED.

Corona, C. J., (Chairperson), Carpio Morales[*], Velasco, Jr., and Perez, JJ., concur.

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[*]In lieu of Associate Justice Teresita J. Leonardo-De Castro, per Special Order No. 884 dated September 1, 2010.

[1] Rollo, pp. 25-81.

[2] CA rollo, pp. 221-228; penned by Associate Justice Conrado M. Vasquez, Jr. and concurred in by Associate Justices Rebecca De Guia-Salvador and Aurora Santiago Lagman.

[3] Id. at 57-59.

[4] Id. at 61-62.

[5] Id. at 261.

[6] Id. at 191.

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[7] Id. at 104

[8] Id. at 102

[9] http://en.wikipedia.org/wiki/Hemodialysis (visited September 13, 2010).

[10] CA rollo, p. 68.

[11] Id. at 72-84.

[12] Id. at 87-99.

[13] Id. at 143-151.

[14] Id. at 65.

[15] Id. at 152-186.

[16] Id. at 58.

[17] Id. at 227.

[18] Id. at 191.

[19] G.R. No. 167678, June 22, 2010.

[20] 310 Phil. 107 (1995).

[21] CA rollo, p. 226.

[22] Somoso v. Court of Appeals, G.R. No. 78050, October 23, 1989, 178 SCRA 654, 663.

[23] Bunao v. Social Security System, G.R. No. 159606, December 13, 2005, 477 SCRA 564, 571.

[24] Supra note 19.

[25] Prudential Shipping and Management Corporation v. Sta. Rita, G.R. No. 166580, February 8, 2007, 515 SCRA 157, 168.

[26] CA rollo, pp. 87-99.

[27] Id. at 88.

[28] Id. at 102-103.

[29] Hermogenes v. Osco Shipping Services, Inc., G.R. No. 141505, August 18, 2005, 467 SCRA 301, 308.

[30] Id. at 309.

[31] Southeastern Shipping v. Navarra, Jr., supra note 19.

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