

C.F. SHARP CREW MANAGEMENT, INC., ITS PRESIDENT, AND GULF ENERGY MARITIME, PETITIONERS, VS. NOEL N. ORBETA, RESPONDENT.

G.R. No. 211111. September 25, 2017

Ponente: DEL CASTILLO, J.

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DEL CASTILLO, J.:

Assailed in this Petition for Review on Certiorari[1] are the October 18, 2013 Decision[2] and January 28, 2014 Resolution[3] of the Court of Appeals (CA) denying the Petition for Certiorari in CA-G.R. SP No. 125046 and affirming in toto the December 29, 2011 Decision[4] and April 30, 2012 Resolution[5] of the National Labor Relations Commission (NLRC) in NLRC LAC (OFW-M) No. 05-000371-11.

Factual Antecedents

On June 11, 2009, respondent Noel N. Orbeta was hired by petitioner C.F. Sharp Crew Management, Inc. (CF Sharp), on behalf of its foreign principal and co-petitioner herein, Gulf Energy Maritime (GEM), as Able Seaman on board the vessel "M/T Gulf Coral". He boarded on September 9, 2009 and thereupon commenced his work.

It appears that on January 3, 2010, while on duty, respondent, as he was closing the vessel's air valve, slipped and fell on his back, and landed on the vessel's metal floor.[6]

On February 8, 2010, while the vessel was docked in the United Arab Emirates, respondent was referred for medical examination after complaining of pain in his lower right abdomen, difficulty in passing urine, and slight irritation in the urinal area. After examination by a physician, he was diagnosed with acute lumbago and recommended for immediate repatriation.[7]

On February 10, 2010, respondent was repatriated and, upon arrival, he immediately reported for post-employment examination and treatment to the company-designated physician, to whom he disclosed the January 3, 2010 accident. He was placed under the care of an orthopedic surgeon, who found him to be suffering from "compression fracture, L1, minimal." [8] As a result, respondent underwent physical therapy to rehabilitate his back, and was advised to wear a lumbar corset and undergo magnetic resonance imaging (MRI) of the lumbosacral spine. For medication, he was given neuron enhancers and pain relievers.[9]

On June 16, 2010, after the MRI results came out, respondent was temporarily diagnosed with "lumbosacral muscular spasm with mild spondylosis L3-L4;" [10] the company-designated physician also concluded that there was no compression fracture, contrary to what was initially suspected. Respondent was thus given a Grade 10 partial disability rating pertaining to moderate rigidity of the truncal area.[11] He was scheduled to undergo a bone scan on July 16, 2010.

On July 16, 2010, respondent failed to appear before the company physician for the scheduled bone scan; [12] instead, it appears that he consulted with an independent orthopedic surgeon, Dr. Nicanor Escutin (Dr. Escutin), who prepared and signed a "Disability Report" [13] dated September 8, 2010 stating as follows:

FINAL DIAGNOSIS

- > COMPRESSION FRACTURE, L1
- > LUMBAR SPONDYLOSIS

DISABILITY RATING:

Based on the physical examination and supported by laboratory examination, he had his injury on his LOW BACK while working. He fell on the deck when their ship swayed. The fall was strong enough which resulted in some injury on his lumbar spine. He had several months of physical therapy but his back pain persisted, so he had MRI studies. His MRI showed that there is a [sic] some defect on his L3 vertebra. He was advised to have Bone scanning test to determine what is causing the abnormality at L3. The spondylosis at L3/L4 showed that there is some structural defect at L3 which is maybe due to the fall he sustained last Jan '10. He should undergo Bone Scan and EMG-NCV to determine the exact problem on his lumbar spine. If nothing is done, his condition might worsen which can incapacitate him. He will [sic] is not capable of returning to his former job as a seaman since he has still on and off back pain.

He is given a PERMANENT DISABILITY. He is UNFIT FOR SEA-DUTY in whatever capacity as a SEAMAN.[14]

Notably, Dr. Escutin's findings included a recommendation for respondent to undergo Bone Scan and EMG-NCV[15] to determine the exact problem on his lumbar spine, which is consistent with the recommendations of the company-designated physician.

Ruling of the Labor Arbiter

Instead of following the respective medical opinions of his and the company-designated physician, as well as subjecting himself to the required bone scan and other tests to fully determine and treat his condition, respondent filed on July 20, 2010 a complaint for payment of permanent and total disability benefits, medical expenses, damages, and attorney's fees against petitioners before the NLRC NCR, Quezon City, docketed as NLRC--NCR Case No. (M) 07-09911-10.

In his Position Paper[16] and other pleadings,[17] respondent claimed that his work-related spinal injury entitles him to permanent and total disability and other benefits afforded him under his Philippine Overseas Employment Administration (POEA) Standard Employment Contract, as well as damages for the anxiety and stress he suffered as a result of petitioners' refusal to pay his claims. Thus, he prayed that petitioners be ordered to pay him a) permanent total disability benefits in the amount of US\$89,000.00 or its peso equivalent; b) sickness benefit allowance of US\$3,070.00; c) moral and exemplary damages at P500,000.00 each; and d) 10% attorney's fees.

In their joint Position Paper[18] and other pleadings,[19] petitioners sought dismissal of the complaint, arguing that respondent is not entitled to his claim of permanent total disability benefits, in view of the company-designated physician's final and binding Grade 10 assessment; that respondent abandoned his treatment, which was still ongoing when he filed the labor case; that respondent is entitled only to US\$17,954.00 as compensation for his Grade 10 disability rating; yet by abandoning his treatment and violating the POEA contract, respondent should be held responsible and is not entitled to disability and other benefits, damages, and all other claims, and for this reason, respondent's case should be dismissed; that respondent's resort to an independent physician who arrived at a contrary finding entitled petitioners to secure the opinion of a third doctor, pursuant to Section 20-B(3) of the POEA contract,[20] which could no longer be done in view of the filing of the labor case, and for this reason, the opinion of the company-designated physician should instead prevail; that respondent's back pain does not deserve a Grade 1 rating under Section 32 of the POEA contract,[21] as it is not severe and did not render him completely immobile or paralyzed; and, that respondent's other claims are thereby rendered unfounded

and baseless. Petitioners prayed that they be held liable only for the total amount of US\$17,954.00 which is equivalent to the Grade 10 disability rating given by the company-designated physician.

On February 23, 2011, a Decision[22] was rendered by Labor Arbiter Catalino R. Laderas granting disability benefits and attorney's fees in favor of respondent. The Decision decrees as follows:

It appears from the foregoing facts, circumstances and arguments advanced by the opposing parties, the only issue is that of disability rating.

After [a] careful evaluation of the positions of complainant and [respondents,] this Office finds the disability gradings issued by the company designated doctor and the independent Physician to be inappropriate.

It was established that the complainant suffered injury of [the] lumbar spine due to [an] accident while on board [the] MV Gulf Coral on January 3, 2010. He was subjected to [a] series of Medical examination and treatment for almost five (5) months by the company doctor and later on by an independent physician for having suffered intermiheat [sic] pains at the back.

On June 16, 2010 the [sic] Dra. Susannah Ong-Salvador, [respondents'] Medical Coordinator prematurely issued a disability assessment of Grade 10 to the complainant x x x though the complainant has yet to undergo Bone Scan xx x. This to our mind is [an] inappropriate assessment of the disability grade of [the] complainant because he has not fully recovered. While it may be true that the assessment of the company designated physician has great probative value, it could not be said as [binding] and conclusive as the assessment issued to complainant was done prior to the termination of Medical examinations.

Independent Doctor assessment of complainant's disability grading is likewise inappropriate as it was merely based on presumption. It was noted that from the disability rating issued by Dr. Nicanor F. Escutin x x x is not yet certain to warrant issuance of disability rating. x x x

x x x x

Considering therefore the degree of the injury suffered and the duration of complainant's Medical treatment this Office finds the disability rating stated in paragraph 4, Chest-Trunk-Spine, Section 32 of Standard Terms and Conditions Governing the Employment of Filipino Seafarers on Board Ocean-Going Vessel applicable which states:

'CHEST-TRUNK-SPINE

x x x x

4. Fracture of the dorsal or lumbar spines resulting to [severe] or total rigidity of the trunk or total loss of lifting power of heavy objects ----- GR. 6

x x x x

The [claim] for payment of Medical expenses and damages has no legal and factual bases hence the same must fail.

The claim for payment of attorney's fees is warranted in the light of the legal services rendered by the counsel for the complainant in protecting the rights and interest of his client by way of recovery of the disability benefits of the latter.

WHEREFORE, premised on the foregoing considerations, judgment is hereby rendered ordering the respondents

- To pay complainant his disability benefits equivalent to Disability Grade 6 in the amount of US\$44,550 or its peso equivalent at the time of payment.

- To pay attorney's fee of ten (10%) percent of complainant's monetary award.

Other claims dismissed.

SO ORDERED.[23]

Ruling of the National Labor Relations Commission

Petitioners took the matter before the NLRC, via appeal docketed as NLRC LAC (OFW-M) No. 05-000371-11.

On December 29, 2011, the NLRC issued its Decision, declaring as follows:

The appeal has no merit.

It is an undisputed fact that complainant-appellee's work-related injury has not been resolved despite the extensive medical management undertaken by the company-designated physician for a period of more than 120 days or from February 11 to June 16, 2010. By reason thereof, both the company-designated physician and Dr. Escutin found it imperative for the complainant-appellee to undergo a Bone Scan for the purpose of determining the cause of the abnormality in his lumbar spine. As it remains unresolved, complainant-appellee continues to suffer intermittent pain on his back. Undeniably, this unstable condition of the complainant-appellee gave rise to the varying assessments on the extent of his disability by the two (2) doctors based on their own medical perspectives. It is worthy to underscore that both doctors are Orthopedic Surgeons, whose competence and expertise to address the medical condition of the complainant-appellee are definitely beyond question.

We analyzed the disability ratings of the company-designated physician and Dr. Escutin for the purpose of resolving the issue pertaining to the extent of disability compensation and We are persuaded that the former had thoroughly examined complainant-appellee. Dr. Escutin however only saw him once and the basis of his disability report was not revealed, thus making his finding inconclusive. However, We cannot ignore the fact that the company doctor merely gave a provisional rating. Additionally, complainant-appellee was advised to undergo bone scan. We are convinced that these facts are articulate indicators that complainant-appellee's illness has not been resolved even after the lapse of 120 days.

It bears to stress that it is not the medical significance of the illness that solely determines whether a seafarer is permanently or totally disabled. The nature of his job vis-a-vis his illness should also be considered. Complainant-Appellee worked as an Able Seaman. As such he is expected to be physically fit because agility and [strength] are requirements of his job. Complainant-Appellee has been found to be suffering from spondylosis, which has been described as the degeneration of the spine caused by wear and tear on the joints. According to medical literature, deterioration involves the cartilages and bones in either the cervical spine (joints of the neck) sometimes referred to as cervical spondylosis or the lumbar spine sometimes referred to as lumbar degenerative disc disease x x x. With this kind of ailment, it is plain to see that complainant-appellee's seafaring career as an able seaman has come to an untimely end. It is for this reason that We resolve to grant him total and permanent disability benefit.

The concept of total and permanent disability has been expounded by the Supreme Court in this wise:

'To be entitled to Grade 1 disability benefits, the employee 's disability must not only be total but also permanent.

Permanent disability is the inability of a worker to perform his job for more than 120 days, regardless of whether or not he loses the use of any of his body.

Total disability, on the other hand, does not mean absolute helplessness. In disability compensation, it is not the injury which is compensated, but rather the incapacity to work resulting in the impairment of one's earning capacity. Total disability does not require that the employee be absolutely disabled, or totally [paralyzed] What

is necessary is that the injury must be such that the employee cannot pursue his usual work and earn therefrom.'

x x x

With regard to the amount of total and permanent disability benefit due complainant-appellee, the sum of US\$89,100.00 is hereby awarded to him based on the benevolent provisions of the CBA and not on the POEA Standard Employment Contract x x x.

Finally, the award of attorney's fees to the complainant-appellee is hereby deleted considering the apparent lack of bad faith on the part of the respondents-appellants in dealing with the predicament of the complainant-appellee. Respondents-Appellants' disclaimer of liability for total and permanent disability benefits to the complainant-appellee is primarily anchored on their honest reliance on the assessment rendered by the company-designated physician. It is a well-settled principle that even if a claimant is compelled to litigate with third persons or to incur expenses to protect his rights, attorney's fees may still not be awarded where no sufficient showing of bad faith could be reflected in a party's persistence in a case other than an erroneous conviction of the righteousness of his cause x x x.

WHEREFORE, premises considered, the appeal is DENIED. The Decision of Labor Arbiter Catalino R. Laderas dated February 23, 2011 is hereby MODIFIED as follows:

- 1) Complainant-Appellee is hereby awarded the sum of US\$89,100.00 or its equivalent in Philippine Peso at the time of payment, representing his total and permanent disability benefits under the Collective Bargaining Agreement (CBA); and
- 2) The award of attorney's fees is DELETED.

SO ORDERED.[24] (Citations omitted)

Respondent moved to reconsider, but in its April 30, 2012 Resolution, the NLRC held its ground.

Ruling of the Court of Appeals

Petitioners thus filed a Petition for Certiorari, docketed as CA-G.R. SP No. 125046, questioning the NLRC's pronouncements and arguing that the award of permanent and total disability benefits was unwarranted; that the NLRC should have limited itself to determining which of the two medical opinions, that of the company-designated physician or the independent doctor, should prevail; and that mere incapacity to return to work after 120 days does not automatically entitle respondent to a Grade 1 disability rating, as his injury is specifically governed by the provisions of the POEA contract.

On October 18, 2013, the CA issued the assailed Decision which contains the following pronouncement:

In the case of *floreata vs. Philippine Transmarine Carriers, Inc.*, the Supreme Court has applied the Labor Code concept of permanent total disability to Filipino seafarers in keeping with the avowed policy of the State to give maximum aid and full protection to labor, it holding that the notion of disability is intimately related to the worker's capacity to earn, what is compensated being not his injury or illness but his inability to work resulting in the impairment of his earning capacity, hence, disability should be understood less on its medical significance but more on the loss of earning capacity.

Expounding on the matter, the Supreme Court has pronounced that permanent total disability means disablement of an employee to earn wages in the same kind of work, or work of similar nature that he was trained for or accustomed to perform, or any kind of work which a person of his mentality and attainment could do. It does not mean absolute helplessness. Verily, permanent disability has been defined as the inability of a worker to perform his job for more than 120 days, regardless of whether or not he loses the use of any part of his body.

To be sure, in the case of Valenzona vs. Fair Shipping Corporation, the Supreme Court minced no words in ruling that the inability of a seafarer to perform any gainful occupation for a continuous period exceeding 120 days renders his disability total and permanent. x x x

x x x x

In the case at bench, private respondent was medically repatriated on 10 February 2010 and yet, at the time of the filing of the present complaint on 20 July 2010, he has yet to obtain employment as a seafarer in any capacity. Evidently, more than 120 days had already lapsed from the time of his repatriation and the filing of the complaint. He was subjected to continued medical treatment and rehabilitation without any development.

Suffering from such illness as a result of his accident on-board, which illness has yet to be cured or medically resolved, private respondent is rendered unfit to work and resume his duties as an able seaman, a job that requires heavy lifting and involves strenuous tasks. Rightly so, the NLRC modified the Labor Arbiter Decision, considering that private respondent deserves a Grade 1 disability rating having failed to obtain employment for more than 120 days from his repatriation.

Emphatically, under the [POEA-SEC], two elements must concur for an injury or illness to be compensable: First, that the injury or illness must be work-related; and Second, that the work-related injury or illness must have existed during the term of the seafarer's employment contract. Both elements are availing in the present case as the injury sustained by private respondent had been a direct result of his work-related accident on-board and while on-duty as a seafarer.

So viewed, private respondent's impediment is deemed total and permanent and thus warrants the award of disability benefits amounting to US\$89,100.00 in accordance with the prevailing CBA between the parties. Petitioners' arguments being devoid of factual and legal basis, there is no cogent reason to warrant the issuance of a writ of certiorari and to deviate from the settled rule that findings of facts of the NLRC are deemed binding and conclusive upon the Court, when supported by substantial evidence, as in the case at bench.

WHEREFORE, the foregoing considered, the present petition is hereby DENIED and the assailed Decision dated 29 December 2011 and Resolution dated 30 April 2012 [are] AFFIRMED in toto.

SO ORDERED.[25] (Citations omitted)

Petitioners moved to consider, but the CA was unmoved. Hence, the present Petition

Issues

Petitioners submit that -

x x x THE COURT OF APPEALS COMMITTED SERIOUS ERROR WHEN IT HELD THAT RESPONDENT IS ENTITLED TO PERMANENT TOTAL DISABILITY BENEFITS, CONSIDERING THAT:

- RESPONDENT IS NOT AUTOMATICALLY ENTITLED TO TOTAL PERMANENT DISABILITY BENEFITS SIMPLY BECAUSE, THRU HIS OWN FAULT, HIS BACK CONDITION WAS NOT RESOLVED AFTER ONE HUNDRED AND TWENTY (120) DAYS.

- RESPONDENT VIOLATED HIS OBLIGATIONS UNDER THE POEA-SEC BECAUSE HE INEXPLICABLY ABANDONED HIS TREATMENT WITH THE COMPANY-DESIGNATED DOCTORS.

- IN THE ABSENCE OF A MEDICAL FINDING BY A THIRD DOCTOR, THE ASSESSMENT OF THE COMPANY-DESIGNATED ORTHOPEDIC SURGEON IS CONTROLLING.[26]

Petitioners' Arguments

Praying that the assailed CA pronouncements be set aside and respondent's labor complaint be dismissed, petitioners maintain in their Petition and Reply[27] that the respondent's inability to work for more than 120 days is not tantamount to permanent total disability; that in fact, there was as yet no declaration with respect to his fitness to work or permanent total disability, as he required further medical treatment and yet he abandoned the same; that instead of undergoing the required treatment, respondent discontinued his medical visits to the company physician and thus prevented petitioners from resolving his condition; that by his own actions, respondent intentionally prevented his condition from being cured and caused the aggravation thereof, if any, in express violation of his POEA contract which requires him to submit himself to treatment by the company physician; that respondent was finally diagnosed by the company-designated physician with a Grade 10 disability rating, which diagnosis should prevail over that of respondent's appointed physician, especially in the absence of the required opinion from a third doctor chosen mutually by the parties; and, that respondent's claim for disability benefits is thus limited to the Schedule of Disability Allowances under Section 32 of the POEA standard contract.

Respondent's Arguments

In his Comment,[28] respondent counters that as between the diagnosis of the company physician and that of his appointed physician, Dr. Escutin, the latter prevails; that the evidence does not indicate that further medication or additional treatment was required for his condition, and as a matter of fact, no further medical treatment was advised for his case after June 16, 2010; that there was no declaration of fitness for work by the company physician after more than 120 days of treatment, his illness was not cured, and he could not return to work as a seaman on account of his injury; that petitioners' claim that he abandoned his ongoing treatment deserves no consideration, as in fact he was never told of such further treatment after his last consultation on June 16, 2010; that petitioners' claim of further required treatment is a ploy to discredit him by precisely making it appear that he refused to undergo treatment with the company physician; that petitioners' claim that he called to inform them that he could not appear on July 16, 2010 for his scheduled bone scan is a lie; and that the opinion of a third physician is not mandatory, the labor tribunals may simply determine which of the conflicting medical opinions (company physician and independent physician) should prevail based on the evidence and circumstances.

Our Ruling

The Court grants the Petition in part.

'An employee's disability becomes permanent and total [only 1)] when so declared by the company-designated physician, or, [2)] in case of absence of such a declaration either of fitness or permanent total disability, upon the lapse of the 120- or 240-day treatment periods, while the employee's disability continues and he is unable to engage in gainful employment during such period, and the company-designated physician fails to arrive at a definite assessment of the employee's fitness or disability.' The 'mere lapse of the 120-day period itself does not automatically warrant the payment of permanent total disability benefits.' 'If the 120 days initial period is exceeded and no such declaration is made because the seafarer requires further medical attention, then the temporary total disability period may be extended up to a maximum of 240 days, subject to the right of the employer to declare within this period that a permanent partial or total disability already exists. The seaman may of course also be declared fit to work at any time such declaration is justified by his medical condition.' [29]

For a little over 120 days, or from February 10, 2010 to June 16, 2010, 126 days to be exact, respondent underwent treatment by the company-designated physician. On June 16, 2010, he was partially diagnosed with "lumbosacral muscular spasm with mild spondylosis L3-L4;"[30] the company physician also concluded that there was no compression fracture, and respondent was told to return for a scheduled bone scan. However, instead of returning for further diagnosis and treatment, respondent opted to secure the opinion of an independent

physician of his own choosing who, although arriving at a finding of permanent total disability, nonetheless required respondent to subject himself to further Bone Scan and Electromyography and Nerve Conduction Velocity tests "to determine the exact problem on his lumbar spine." [31]

Instead of heeding the recommendations of his own doctor, respondent went on to file the subject labor complaint. In point of law, respondent's filing of the case was premature.

The company-designated physician and Dr. Escutin are one in recommending that respondent undergo at least a bone scan to determine his current condition while undergoing treatment, thus indicating that respondent's condition needed further attention. In this regard, petitioners are correct in arguing that respondent abandoned treatment, as under the law and the POEA contract of the parties, the company physician is given up to 240 days to treat him. On the other hand, the fact that Dr. Escutin required the conduct of further tests on respondent is an admission that his diagnosis of permanent total disability is incomplete and inconclusive, and thus unreliable. It can only corroborate the company-designated physician's finding that further tests and treatment are required.

In *New Filipino Maritime Agencies, Inc. v. Despabeladeras*, [32] this Court held that a seafarer is guilty of medical abandonment for his failure to complete his treatment before the lapse of the 240-day period, which prevents the company physician from declaring him fit to work or assessing his disability. Thus:

As recited earlier, upon Michael's return to the country, he underwent medical treatment in accordance with the terms of the [POEA- SEC]. Upon his repatriation x x x, he was given medical attention supervised by x x x the company-designated physician. He was later on endorsed to an orthopedic surgeon. The company-designated specialist recommended that he continue with his physical therapy sessions. During his visit on February 10, 2010, he was required to return for a follow up checkup x x x. For unknown reasons, he failed to return on the said date.

It should be noted that on February 10, 2010 when Michael last visited the company-designated orthopedic surgeon, it had been 166 days since he was referred to the company-designated physician upon his repatriation x x x. During this time, Michael was under temporary total disability inasmuch as the 240-day period provided under the aforecited Rules had not yet lapsed. The CA, therefore, erred when it ruled that Michael's disability was permanent and total.

x x x x

On the issue of abandonment, the Court agrees with petitioners' stance that Michael was indeed guilty of medical abandonment for his failure to complete his treatment even before the lapse of the 240 days period. Due to his willful discontinuance of medical treatment with Dr. Cruz, the latter could not declare him fit to work or assess his disability.

Michael's claim that requiring him to await the medical assessment of Dr. Cruz would mean that his fate would unduly rest in the hands of the company doctor does not persuade. Worthy of note is that the company-designated physician is mandated under the law to issue a medical assessment within 240 days from the seafarer's repatriation. It is, therefore, incorrect to conclude that a seafarer is at the mercy of the company doctor.

Thus, without any disability assessment from Dr. Cruz, Michael's claim for disability compensation cannot prosper. Section 20(D) of the POEA-SEC instructs that no compensation and benefits shall be payable in respect of any injury, incapacity, disability or death of the seafarer resulting from his willful or criminal act or intentional breach of his duties. Michael was duty-bound to complete his medical treatment until declared fit to work or assessed with a permanent disability grading. It is undisputed that Michael did not undergo further treatment. x x x [S]uch a refusal negated the payment of disability benefits.

Michael's breach of his duties under the POEA-SEC was aggravated by the fact [that] he filed his complaint for

permanent total disability benefits while he was under the care of the company-designated specialist and without waiting for the latter's assessment of his condition. x x x[33] (Citations omitted)

Identical rulings were arrived at in *Magsaysay Maritime Corporation v. National Labor Relations Commission*[34] and, more recently, in *Wallem Maritime Services, Inc. v. Quillao*[35] where this ponente made the following pronouncement:

We agree with petitioners' contention that at the time of filing of the Complaint, respondent has no cause of action because the company-designated physician has not yet issued an assessment on respondent's medical condition; moreover, the 240-day maximum period for treatment has not yet lapsed. x x x

The records clearly show that respondent was still undergoing treatment when he filed the complaint. On November 12, 2009, the physiatrist even advised respondent to seek the opinion of an orthopedic specialist. Respondent, however, did not heed the advice[;] instead, he proceeded to file a Complaint on November 23, 2009 for disability benefits. And, it was only a day after its filing x x x that respondent requested from the company-designated doctor the latter's assessment on his medical condition.

Stated differently, respondent filed the Complaint within the 240-day period while he was still under the care of the company-designated doctor. x x x

Clearly, the Complaint was premature. Respondent has no cause of action yet at the time of its filing as the company-designated doctor has no opportunity to definitely assess his condition because he was still undergoing treatment; and the 240-day period had not lapsed. x x x[36]

Nevertheless, respondent might have treated the company-designated physician's June 16, 2010 temporary diagnosis as the final assessment of his condition, which prompted him to secure the opinion of Dr. Escutin and thereafter file the case prematurely. For this he cannot be completely blamed; indeed, he might have proceeded under the impression that he was being shortchanged. Given his position in the employment relation, his distrust for the petitioners is not completely unwarranted.

Consequently, respondent is entitled only to compensation equivalent to or commensurate with his injury. In this regard, the Court finds the Labor Arbiter's findings to be correct and in point, even with respect to his ruling on respondent's entitlement to attorney's fees. As far as respondent is concerned, his work-related condition was serious enough to require further medical care, yet it could have been resolved if he had undergone the procedure prescribed by the company-designated physician and his own appointed doctor. For his omissions, he is only entitled to disability benefits consistent with his injury suffered.

WHEREFORE, the Petition is GRANTED IN PART. The assailed October 18, 2013 Decision and January 28, 2014 Resolution of the Court of Appeals in CA-G.R. SP No. 125046 are REVERSED and SET ASIDE. The February 23, 2011 Decision of Labor Arbiter Catalino R. Laderas is REINSTATED and AFFIRMED.

SO ORDERED.

Sereno, C. J., (Chairperson), Leonardo-De Castro, and Tijam, JJ., concur.
Jardeleza, J., on official leave.

[1] Rollo, pp. 3-36.

[2] Id. at 3847; penned by Associate Justice Danton Q. Bueser and concurred in by Associate Justices Amelita G. Tolentino and Ramon R. Garcia.

[3] Id. at 49-50.

[4] Id. at 199-208; penned by Commissioner Isabel G. Panganiban-Ortiguerra and concurred in by Presiding Commissioner Joseph Gerard E. Mabilog. Commissioner Nieves Vivar-De Castro, dissented.

[5] CA rollo, pp. 48-49.

[6] Rollo, pp. 109, 145. The date indicated in other parts of the rollo was January 30, 2010, see id. at 39, 200.

[7] Id. at 53-54.

[8] Id. at 54.

[9] Id. at 40, 54, 80-86.

[10] Id. at 87.

[11] Id. at 55, 87.

[12] Id. at 88.

[13] Id. at 121-122.

[14] Id. at 122.

[15] Electromyography and Nerve Conduction Velocity tests.

[16] Rollo, pp. 106-117.

[17] Id. at 123-127.

[18] Id. at 51-74.

[19] Id. at 92-105, 123-142.

[20] Which provides, thus:

x x x x

If a doctor appointed by the seafarer disagrees with the assessment, a third doctor may be agreed jointly between the Employer and seafarer. The third doctor's decision shall be final and binding on both parties.

[21] Which states:

x x x x

8. Injury to the spinal cord as to make walking impossible even with the aid of a pair of crutches Grade I

9. Injury to the spinal cord resulting to incontinence of urine and feces Grade I

[22] Rollo, pp. 144-151.

[23] Id. at 148-151.

[24] Id. at 204-207.

[25] Id. at 43-47.

[26] Id. at 10.

[27] Id. at 244-264.

[28] Id. at 229-240.

[29] *Maersk-Filipinas Crewing, Inc. v. Jaleco*, 770 Phil. 50, 74-75 (2015).

[30] *Rollo*, p. 87.

[31] Id. at 122.

[32] 747 Phil. 626 (2014).

[33] Id. at 638-641.

[34] 711 Phil. 614 (2013).

[35] G.R. No. 202885, January 20, 2016, 781 SCRA 477.

[36] Id. at 488-489.

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