

MARK ANTHONY SASO, PETITIONER, VS. 88 ACES MARITIME SERVICE, INC. AND/OR CARMENCITA A. SARREAL AND LIN WEN YU, RESPONDENTS.

G.R. No. 211638. October 07, 2015

Ponente: DEL CASTILLO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-211638/>

DEL CASTILLO, J.:

This Petition for Review on Certiorari[1] assails the September 18, 2013 Decision[2] and March 5, 2014 Resolution[3] of the Court of Appeals (CA) in CA-G.R.SP No. 124369.

Factual Antecedents

Petitioner Mark Anthony Saso (Saso) was engaged by respondent 88 Aces Maritime Services, Inc. (88 Aces) on behalf of its principal, respondent Lin Wen Yu (Lin Wen Yu), as a fisherman on board the latter's fishing vessel in Taiwan. The employment was for a period of 24 months and with an agreed monthly salary of NT\$ 17,280.00. After completing the requirements for his deployment including the mandatory Pre-Employment Medical Examination (PEME) where he was declared "fit to work/fit for sea service", Saso left the Philippines on February 3, 2010.

Not long thereafter or on March 12, 2010, Saso figured in an accident on board the vessel. While in the process of hauling their catch, a hanging fishnet loaded with fish accidentally knocked him down. While still lying on the ground, the loaded fishnet and the huge rope holding it crashed into his right thigh thereby fracturing it. As a result, Saso had to be operated on twice in two different hospitals in Taiwan. He was thereafter repatriated and arrived in the country on April 20, 2010 in crutches.

On August 3, 2010, Saso filed before the Labor Arbiter (LA) a Complaint[4] for Disability Benefits, Reimbursement of Medical Expenses, Sickness Allowance, Damages and Attorney's Fees against 88 Aces, its Managing Director, respondent Carmencita A. Sarreal, and Lin Wen Yu.

Ruling of the Labor Arbiter

In his pleadings,[5] Saso claimed that upon his arrival in the Philippines, respondents already left him on his own. In fact, respondents did not even care to send somebody to fetch and assist him at the airport despite them being fully aware of his condition. Worse, when by his own initiative he presented himself to the office of 88 Aces on April 23, 2010, he was merely told that he should first shoulder the expenses for his continued medical treatment subject to reimbursement only upon proper documentation. Thus, he was constrained to spend for all his medical needs.

It was only on June 21, 2010 that respondents summoned him to report to their office for medical examination.[6] In compliance, Saso presented himself to them on July 1, 2010 and was referred to by respondents to the company-designated physician, Dr. Rafael S. Recto (Dr. Recto) of the Manila Doctor's Hospital who examined him on even date.

Subsequent, or on August 3, 2010, Saso filed the said Complaint against respondent.

On September 3, 2010, Saso was again seen by Dr. Recto who then issued a medical bulletin stating as follows:

Mr. Mark Anthony Saso was first seen last July 1, 2010 [f]or evaluation of an injury sustained while on board a ship. He had a comminuted fracture of his right femoral shaft when a heavy tackle fell on his right thigh. Treatments were done in Taiwan [wherein] two surgeries were done two weeks apart.

A dynamic intramedullary nail was placed with multiple [circlage] wires.

When seen, he was walking with a pair of crutches. His x-ray then showed callous formation. He has a shortening of one inch on the right leg. He was [advised] to undergo physical therapy to strengthen his thigh muscles.

He was seen again last September 3 x x x with new x-rays revealing further callous formation. He was also walking with full weight on his right lower extremity. He also complained of right sided back pain.

Examination showed a shortening of one inch on the right [leg] with weak quadriceps muscle.

He was [advised] to continue strengthening his quadriceps muscles and to put a shoe lift on the right. He was also told to strengthen back muscle with exercises.

He is presently walking without walking aides with a short leg limp on the right.[7]

However, due to the fact that his right leg has not been restored to its normal condition and also that Dr. Recto failed to issue an assessment of his disability, Saso consulted Dr. Manuel Fidel M. Magtira (Dr. Magtira) of Casa Medica Inc. who, after examining him, issued a Medical Report[8] dated September 8, 2010 which states in part, viz.:

This is the case of Mr. Mark Anthony M. Saso, a 24[-]year old male, resident of Phase I, Blk. 13, Lot 2, Eastwood Subd., San Isidro, Rodriguez, Rizal. He [complained of] pain on the right thigh. His present condition apparently started on March 12, 2010 when the [patient's right leg] was crushed by a load of fish in a net [causing] injury to his right lower extremity while on board the ship. He was given emergency splinting and bandaging initially and was brought to a [h]ospital in Taiwan wherein X-ray was done. He was subjected to surgery wherein ORIF with M nailing was done. He was confined for ten days and was discharged [in an improved condition] but still in pain. On March 29, 2010, he was brought to another hospital in Taiwan wherein he [was] again x x x subjected to surgery [where] ORIF with circlage wiring and screw fixation [were done]. On April 20, 2010, he was repatriated. On April 29, 2010, he [consulted the] Philippine [Orthopedic] Center and was subjected to physiotherapy.

On physical examination the patient is fairly nourished, well[-]developed, on crutched ambulation. There is a presence of 12 inches incision scar on the lateral aspect of his right thigh. Atrophy of the thigh and calf muscle was noted. There [is a 1-cm] leg length discrepancy noted. There is limitation of motion of the right hip and knee. Numbness of the right lower extremities was noted.

Result of X-ray done in Marikina Valley Medical Center dated: 05/18/10

RIGHT FEMUR:

FINDINGS:

Orthopedic rod, screws and surgical wires are seen transfixing a comminuted fracture involving the proximal and middle 3[rd] of the right femur.

Moderate callus formation is documented.

Mr. Saso remains incapacitated. Despite his previous surgeries, he [continues to experience] pain on his right

lower extremities. He walks with limitation. He [cannot] walk [without] the aid of x x x crutches. He has lost his pre[-]injury capacity and is UNFIT to work back at his previous occupation due to the said impairment. As he has lost his pre[-]injury capacity [,] he is partially and permanently disable with Grade 10 impediment based on [the] POEA contract.[9]

For their part, respondents averred that after the accident they properly attended to all of Saso's medical needs while he was still in Taiwan; Saso came home to the Philippines with a companion, a certain Sonia Lianko, who upon arrival at the airport told him that they should proceed directly to 88 Aces for post-employment medical examination but the latter refused; Saso was summoned several times by respondents to present himself for post-employment medical examination but he failed to heed the same; and, despite such failure, respondents still accommodated Saso's request for reimbursement of medical expenses. In view of these, respondents argued that Saso is not entitled to his claims. Besides, per respondents' narration in their Position Paper,[10] the company-designated physician already issued on September 23, 2010 an assessment of his disability as Impediment Grade 13.

In a Decision[11] dated April 15, 2011, the LA ruled as follows:

When [Saso] was repatriated on April 20, 2010, it was expected as required by Section 20[B], paragraph 3 x x x that the company-designated physician must [assess] [his] disability or fitness to work but in no case shall the period exceed 120 days. [Saso] was repatriated on April 20, 2010 but until September 3, 2010, the company[-]designated physician failed to declare his assessment of [Saso's] disability or fitness to work, hi the premises, as ruled in the case of Crystal Shipping, Inc. v. Deo Natividad, G.R. No. 154798, October 20, 2005, 473 SCRA 567, 568, [Saso] is already entitled to permanent total disability benefits, or the equivalent of US\$60,000.00. The Supreme Court, in particular held that:

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 part of his body. As gleaned from the records, respondent was unable to work from August 18, 1998 to February 22, 1999, at the least, or more than 120 days, due to his medical treatment. This clearly shows that his disability was permanent.

Total disability, on the other hand, means the disablement of an employee to earn wages in the same kind of 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. In disability compensation, it is not the injury which is compensated, but rather, it is the incapacity to work resulting in the impairment of one's earning capacity.

In the instant case, [Saso] was unable to perform his job as Fisherman since his repatriation on April 20, 2010 until the filing of the complaint on September 17, 2010, or for more than 120 days. In the case of Leopoldo Abante vs. KJGS Fleet Management Manila, et al., G.R. No. 182430, December 4, 2009, it has been held that 'given a seafarer's entitlement to permanent disability benefits when he is unable to work for more than 120 days, the failure of the company-designated physician to pronounce petitioner fit to work within the 120-day period entitled him to permanent total disability in the amount of US\$60,000.00.'

Regarding [Saso's] claim for sickness allowance, it appears from [his] reply that he was already paid an amount equivalent to his three (3) months['] salary, or for a period of only ninety (90) days. Thus, he is entitled to one (1) month salary, or the amount of NT\$ 17,280.00 to complete his sickness allowance equivalent to 120 days.

The claims for reimbursement of medical expenses and for moral and exemplary damages, for lack of evidence must be denied.

Finally, [Saso] being represented by counsel in the instant suit, it is but just and [fair] that he is entitled to an

award equivalent to ten percent (10%) of the total judgment award as and for attorney's fees.

WHEREFORE, all the foregoing premises being considered, judgment is hereby rendered ordering the respondents] to pay jointly and solidarily [Saso] the sum of US\$60,000.00 as permanent total disability benefits, and NT\$7,280.00 as balance of his sickness allowance, plus ten percent (10%) of the foregoing judgment awards as and for attorney's fees.

All other claims of [Saso] are dismissed for lack of merit.

SO ORDERED.[12]

Ruling of the National Labor Relations Commission (NLRC)

In their appeal, respondents pointed out, among others, that the Complaint was filed on August 3, 2010 and not on September 17, 2010 as stated by the LA in his Decision. Hence, from Saso's repatriation on April 20, 2010 up to the filing of the Complaint on August 3, 2010, the period of 120 days within which the company-designated physician must declare him fit to work or assess his disability had not yet lapsed. Respondents thus argued that the Complaint against them was prematurely filed. In any case, they asserted that Saso's failure to present himself for post-employment examination within three days from his repatriation negated his entitlement to the claimed benefits.

On December 20, 2011, the NLRC issued a Decision[13] finding the appeal meritorious. It found that Saso failed to submit himself to post-employment examination within three days from his repatriation and this precluded him from claiming any compensation benefit. The NLRC also subscribed to respondents' observation that the Complaint was prematurely filed considering that the 120-day presumptive disability period, reckoned from Saso's arrival in the country on April 20, 2010, was yet to lapse on August 19, 2010 or after the Complaint was filed on August 3, 2010.

The dispositive portion of the NLRC Decision reads:

WHEREFORE, premises considered, the assailed Decision is hereby reversed and set aside and a new one entered dismissing the complaint for lack of merit.

SO ORDERED.[14]

Saso's Motion for Reconsideration[15] thereto was denied by the NLRC in a Resolution[16] dated February 17, 2012.

Ruling of the Court of Appeals

In his Petition for Certiorari,[17] Saso insisted that he reported to 88 Aces on April 23, 2010, or within three days from his repatriation, for post-employment medical examination. However, respondents merely advised him to shoulder his own medical expenses subject to reimbursement. Hence, on the same day, Saso went to the Philippine Orthopedic Center and had himself medically examined as evidenced by a Medical Certificate[18] issued by the said hospital. Also, to prove the arrangement that respondent would just reimburse him of his medical expenses, Saso referred to an acknowledgement receipt dated June 3, 2010 showing his receipt of the amount of P3,849.50[19] as reimbursement of his medical expenses. He further averred that although respondents indeed advised him to report for a medical check-up, the same was belatedly made on June 21, 2010. Saso thus argued that the absence of a timely post-employment medical examination should not prejudice his rightful claims for compensation since respondents were the ones who refused to provide him with the same. Anent the 120-day presumptive disability period, Saso averred that the said period is not for the purpose of computing the timeliness

of the filing of the Complaint. Rather, it serves as a time-frame for the company-designated physician to either declare a seafarer fit to work or to issue an assessment of disability. Thus, to Saso, even if the Complaint was filed ahead of any disability assessment, this procedural infirmity was cured by the subsequent issuance of the respective disability assessments of his independent physician and of the company-designated physician. Besides, technicalities should not override the merits of the case especially in labor cases.

In a Decision[20] dated September 18, 2013, the CA declared Saso as not entitled to total and permanent disability benefits since he failed to comply with the mandatory 3-day reporting requirement. It also ruled that since his Complaint was filed before the lapse of the 120-day period, he had no cause of action against respondents at the time of its filing. Ultimately, the CA held thus:

IN VIEW OF ALL THESE, the Petition is DENIED.

SO ORDERED.[21]

Saso's Motion for Reconsideration[22] thereto was denied by the CA in a Resolution[23] dated March 05, 2014.

Hence, this Petition.

Our Ruling

There is partial merit in the Petition.

A review of the facts is warranted in this case; the absence of post-employment examination does not defeat Saso's right to claim for compensation and benefits.

"Generally, the Court does not review factual questions, primarily because the Court is not a trier of facts." [24] "However, in instances where the judgment was premised on a misapprehension of facts or when certain material facts and circumstances were overlooked and which, if taken into account, would alter the result of the case, a review of the facts by this Court is warranted." [25]

Relevant portions of Section 20(B) of the 2000 Philippine Overseas Employment Administration-Standard Employment Contract (POEA-SEC) read:

Section 20. COMPENSATION AND BENEFITS

x x x x

B. COMPENSATION AND BENEFITS FOR INJURY OR ILLNESS

The liabilities of the employer when the seafarer suffers work-related injury or illness during the term of his contract are as follows:

x x x x

2. x x x

[I]f after repatriation, the seafarer still requires medical attention arising from said injury or illness, he shall be so provided at cost to the employer until such time he is declared fit or the degree of his disability has been established by the company-designated physician.

3. Upon sign-off from the vessel for medical treatment, the seafarer is entitled to sickness allowance equivalent

to his basic wage until he is declared fit to work or the degree of permanent disability has been assessed by the company-designated physician x x x

For this purpose, the seafarer shall submit himself to a post-employment medical examination by a company-designated physician within three working days upon his return except when he is physically incapacitated to do so, in which case, a written notice to the agency within the same period is deemed as compliance. Failure of the seafarer to comply within the mandatory reporting requirement shall result in Ms forfeiture of the right to claim the above benefits. (Emphasis supplied)

The NLRC and CA both held that Saso failed to submit himself for post-employment medical examination within three days from his repatriation thereby forfeiting his right to file a claim. However, the Court notes that in so ruling, the NLRC and the CA simply side-swept Saso's allegation that he reported to 88 Aces on April 23, 2010 but was merely told by the latter to shoulder his medical expenses subject to reimbursement upon proper documentation. This is despite the fact that (1) Saso has been raising this all along, i.e., in his Reply[26] with the LA, in his Comment/Opposition[27] and Motion for Reconsideration[28] with the NLRC, in his certiorari petition with the CA,[29] and in the present Petition, contrary to respondents' averment that he only did so before the CA,[30] and, (2) respondents never categorically denied such claim. Moreover, Saso's willingness to undergo a post-medical examination despite being told by respondents to just shoulder his medical expenses is shown by the fact that on the same day, he had himself medically examined in the Philippine Orthopedic center. Also, none other than respondents' own evidence bolsters his allegation. In their Reply[31] before the LA, respondents attached thereto as Annex "12" an acknowledgment receipt, viz.:

Date: 6/3/10

Received the Payment for Medication Reimbursement dated April 23, 2010 with the total amount of P3,849.50.

Received and signed this 6/3/10 day of May 2010 at Quezon City. Signed by:

Sgd.

MARK ANTHONY M. SASO

Fisherman

Arrival Date: April 20, 2010 (Taipei-Manila)[32]

Significantly, per the above acknowledgement receipt, respondents reimbursed Saso for the medical expenses he incurred on April 23, 2010, the same date that he claims to have reported to the office of 88 Aces for post-medical examination.

On the other hand, respondents' averment that they summoned Saso several times for post-medical examination but was ignored by the latter cannot just be accepted hook, line and sinker. In their Appeal Memorandum[33] with the NLRC, respondents averred that as early as April 27, [2010], Saso went to the office of 88 Aces to ask for reimbursement of his medical expenses. During the same, an employee of 88 Aces, Cherry Nazareth (Nazareth) allegedly asked Saso to undergo post-medical examination but the latter refused. This allegation, however, is unsupported by competent proof. While respondents submitted Nazareth's affidavit to supposedly attest to the same, the said sworn statement, standing alone, is self-serving and therefore cannot be accorded considerable weight.[34] What the Court observes is that respondents could have easily proved their claimed willingness to comply with their part of the bargain by showing that they issued Saso a referral for post-employment examination. However, on the said date (April 27, 2010) and on another occasion that Saso went to 88 Aces to claim the reimbursement for his medical expenses as shown by the above-quoted acknowledgement receipt (June 3, 2010), no such referral was issued him.

Anent respondents' written advice of June 21, 2010 wherein they requested Saso to report to their office for medical check-up, the same cannot also be given any credence for the obvious reason that it was made way beyond the 3-day mandatory reporting period. As averred by Saso, such issuance by respondents of the written advice is a mere afterthought to make it appear that they complied with the requirements of the POEA-SEC. Had respondents been truly keen in having him undergo a post-employment examination, they should have furnished him such advice when he earlier went to their office but did not do so. It bears to stress that in the same way that a seafarer has the duty to faithfully comply with and observe the terms and conditions of the POEA-SEC, the employer also has the duty to provide proof that the procedures laid therein were followed.[35] And in case of doubt in the evidence presented by the employer, the scales of justice should be tilted in favor of the seafarer pursuant to the principle that the employer's case succeeds or fails on the strength of its evidence and not the weakness of that adduced by the employee.[36]

In view of the foregoing, the Court lends more credence to Saso's allegation that he reported to 88 Aces on April 23, 2010 or within three days from his repatriation in compliance with the mandatory reporting requirement and, that it is actually respondents who failed to fulfill their part of the obligation when they did not provide him with a timely post-employment medical examination. As held, the absence of a post-employment medical examination cannot be used to defeat a seafarer's claim when the failure to subject him to such requirement was not due to his fault but to the inadvertence or deliberate refusal of the employer.[37] Hence, contrary to the rulings of the NLRC and the CA, Saso cannot be considered to have forfeited his right to claim compensation and benefits.

Nevertheless, Saso is not entitled to total and permanent disability benefits.

The Court held in *Vergara v. Hammonia Maritime Services, Inc.*[38] that:

As [the relevant provisions of the Labor Code and the POEA SEC] operate, the seafarer, upon sign-off from his vessel, must report to the company-designated physician within three (3) days from arrival for diagnosis and treatment. For the duration of the treatment but in no case to exceed 120 days, the seaman is on temporary total disability as he is totally unable to work. He receives his basic wage during this period until he is declared fit to work or his temporary disability is acknowledged by the company to be permanent, either partially or totally, as his condition is defined under the POEA Standard Employment Contract and by applicable Philippine laws. 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.[39]

Pursuant to the above pronouncement, the Court declared in *C.F. Sharp Crew Management, Inc. v. Taok*[40] that the 120-day or 240-day period and the obligation of the law imposed on the employer are determinative of when a seafarer's cause of action for total and permanent disability may be considered to have arisen. The instances when a seafarer may pursue an action for total and permanent disability benefits were then enumerated therein as follows: "(a) when the company-designated physician failed to issue a declaration as to his fitness to engage in sea duty or disability x x x after the lapse of the 120-day period and there is no indication that further medical treatment would address his temporary total disability [even if the period is extended] to 240 days; (b) 240 days had lapsed without any certification being issued by the company-designated physician; (c) the company-designated physician declared that he is fit for sea duty within the 120-day or 240-day period, as the case may be, but his physician of choice and the doctor chosen under Section 20-B(3) of the POEA-SEC are of a contrary opinion; (d) the company-designated physician acknowledged that he is partially permanently disabled but other doctors x x x he consulted, on his own and jointly with his employer, believed that his disability is not

only permanent but total as well; (e) the company-designated physician recognized that he is totally and permanently disabled but there is a dispute on the disability grading; (f) the company-designated physician determined that his medical condition is not compensable or work-related under the POEA-SEC but his doctor-of-choice and the third doctor selected under Section 20-B(3) of the POEA-SEC found otherwise and declared him unfit to work; (g) the company-designated physician declared him totally and permanently disabled but the employer refuses to pay him the corresponding benefits; and (h) the company-designated physician declared him partially and permanently disabled within the 120-day or 240-day period he remains incapacitated to perform his usual sea duties after the lapse of the said periods." [41]

Unfortunately for Saso, none of the above instances justifies his claim for total and permanent disability benefits. As may be recalled, he filed his Complaint on August 3, 2010 or after a mere 105 days from his repatriation on April 20, 2010. Clearly, the 120-day period had not yet lapsed at that time. Moreover, the company-designated physician had not yet issued any declaration as to his fitness or disability. This is considering that at the time of such filing, Saso was still under the care of Dr. Recto as shown by the fact that he was subsequently seen by the said doctor on September 3, 2010. While Saso was able to secure a medical report from Dr. Magtira who assessed him to be suffering from permanent disability of grade 10 and declared him unfit to resume work in his previous occupation, the same is useless and did not provide him the cause of action for total and permanent disability benefits. [42] "Indeed, a seafarer has the right to seek the opinion of other doctors under Sec. 20-B(3) of the POEA-SEC but this is on the presumption that the company-designated physician had already issued a certification as to his fitness or disability and he finds this disagreeable. Under the same provision, it is the company-designated physician who is entrusted with the task of assessing a seafarer's disability and there is a procedure to contest his findings." [43] Without a doubt, Saso has not yet acquired a cause of action for total and permanent disability benefits when he filed his Complaint. At that time, he was, in legal contemplation, considered to be temporarily disabled and thus not entitled to total and permanent disability benefits. [44]

Saso's non-entitlement to total and permanent disability benefit does not rule out his right to the other benefits provided for by the POEA-SEC.

In *Javier v. Philippine Transmarine Carriers, Inc.* [45] the Court clarified that in cases where a seafarer suffers work-related injury or illness during the term of his contract, the employer under the POEA-SEC has three separate and distinct liabilities to the former, to wit: (1) provide, at its cost, for the medical treatment of the repatriated seafarer for the illness or injury that he suffered on board the vessel until the seafarer is declared fit to work or the degree of his disability is finally determined by the company-designated physician, conditioned upon the 3-day mandatory reporting requirement; (2) provide the seafarer with sickness allowance that is equivalent to his basic wage until the seafarer is declared fit to work or the degree of his permanent disability is determined by the designated physician within the period of 120 days or 240 days as the case may be; and, (3) once a finding of permanent total or partial disability is made within the aforementioned period, to pay the seafarer disability benefits for his permanent total or partial disability caused by the work-related illness or injury. [46]

It is clear from the above that while Saso is not entitled to total and permanent disability benefits, this does not rule out his right to the other benefits provided for under the POEA-SEC such as reimbursement for medical expenses, sickness allowance and benefit for partial disability caused by a work-related injury. However, before the Court dwells on Saso's entitlement to the said benefits, it must first be emphasized that the company-designated physician already issued an assessment of Saso's injury as Impediment Grade 13 on September 23, 2010 or 156 days from Saso's arrival in the country on April 20, 2010. [47] The certification of the

company-designated physician reads as follows:

September 23, 2010

88 Aces Maritime Services Incorporated
Ms. Lilian J. Villarica
President

Re: Mark Anthony Saso
Request for Impediment Grade

Dear Madam:

We want to inform your good office that based on the assessment of our affiliated orthopedic surgeon, Dr. Rafael Recto, Mr. Mark Anthony Saso can be categorized with Impediment Grade 13 (Shortening of a lower extremity from one to three centimeters with either joint lesion or disturbance of weight bearing joint).

This letter is made for your reference. Thank you very much. Sincerely,

(Sgd.)

Magdalena R. Cruz, M.D.

ATTENDING PHYSICIAN[48]

Notably, the said issuance which was made beyond the 120-day period but within the 240-day period is justified by the September 3, 2010 medical bulletin released by Dr. Recto prior to the disability assessment which shows that at that time (or 16 days after the lapse of the 120-day period), Saso's condition still requires further therapy, i.e., he was advised to continue strengthening his quadriceps muscles, put a shoe lift on the right leg, and strengthen back muscles with exercises.

Going now to Saso's entitlement to the above-mentioned benefits, the Court earlier declared that the absence of post-employment medical examination does not bar Saso from claiming the benefits that are rightfully due him. Nevertheless, his claim for reimbursement of medical expenses in the amount of P25,857.00 must be disallowed for being not supported by receipts. At any rate, the records show that respondents already reimbursed him the amount of P3,849.50 for his medical expenses. With respect to sickness allowance, Saso admitted in his Reply[49] with the LA that he already received the amount of NT\$51,200.00 which is equivalent to his salary for three months. Reckoned from his arrival in the Philippines on April 23, 2010, the said amount covers his compensation for only until July 23, 2010. Therefore, Saso is still entitled to receive from respondents sickness allowance covering the period July 24, 2010 to September 23, 2010 when the company-designated physician issued an assessment of his disability, or equivalent to his two months' salary[50] amounting to NT\$34,560.00. Finally, while it is true that Saso's claim for total and permanent disability benefit is premature, the fact remains that he sustained a work-connected injury that did not only impair his physical appearance but also his earning capacity which, thus, needs to be compensated. Even respondents acknowledged this in their Position Paper with the LA when they asserted that Saso is entitled to disability compensation commensurate to Impediment Grade 13 under Section 32 of the POEA-SEC. On this score, the Court deems it proper to award Saso partial disability benefit in accordance with the findings of the company-designated physician. Under Section 32 of the POEA-SEC, the disability allowance for Impediment Grade 13 is US\$50,000.00 multiplied by the degree of impediment which is 6.72%. Saso is thus entitled to US\$3,360.00, to be paid in Philippine Currency equivalent to the exchange rate prevailing at the time of payment. Attorney's fees cannot, however, be granted since in the light of the factual milieu of this case, respondents were well within their rights to deny Saso's claim for total and permanent disability benefit.

WHEREFORE, the Petition is PARTLY GRANTED. Respondents are ordered to pay jointly and solidarity petitioner Mark Anthony Saso sickness allowance in the amount of NT\$34,560.00 and partial disability benefit in the amount of US\$3,360.00 or their peso equivalent at the time of payment.

SO ORDERED.

Brion,[*] Peralta,**] Leonen, and Jardeleza,[***] JJ., concur.

[*] Designated as Acting Chief Justice, per Special Order No. 2235 dated September 29, 2015; designated as Acting Chairperson, per Special Order No. 2222 dated September 29, 2015.

[**] Per Special Order No. 2223 dated September 29, 2015.

[***] Per Special Order No. 2246 dated October 5, 2015.

[1] Rollo, pp. 9-28.

[2] CA rollo, pp. 267-279; penned by Associate Justice Michael P. Elbinias and concurred in by Associate Justices Isaias P. Dicdican and Nina G. Antonio-Valenzuela.

[3] Id. at 326-327.

[4] Id. at 48-49.

[5] See Saso's Position Paper and Reply, id, at 50-64 and 80-96, respectively.

[6] Id. at 41.

[7] Id. at 44.

[8] Id. at 45-47.

[9] Id. at 45-46; emphasis supplied.

[10] Id. at 65-79.

[11] Id. at 121-128; penned by Labor Arbiter Jose G. De Vera.

[12] Id. at 127-128; emphasis supplied.

[13] Id. at 161-172; penned by Presiding Commissioner Herminio V. Suelo and concurred in by Commissioners Angelo Ang Palana and Numeriano D. Villena.

[14] Id. at 171.

[15] Id. at 173-185.

[16] Id. at 197-199.

[17] Id. at 3-31.

[18] Id. at 42.

[19] Rollo, p. 37.

[20] CA rollo, pp. 267-279.

- [21] Id. at 278.
- [22] Id. at 280-288.
- [23] Id. at 326-327.
- [24] Legend Hotel (Manila) v. Realuyo, G.R. No. 153511, July 18, 2012, 677 SCRA 10, 19.
- [25] Telecommunications Distributors Specialist, Inc. v. Garriel, 606 Phil 146, 152 (2009).
- [26] CA rollo, pp. 80-96 at 81.
- [27] Id. at 143-160 at 156.
- [28] Id. at 173-185 at 175-176.
- [29] Id. at 3-31 at 7-8.
- [30] See respondents' Comment [To The Petition for Review on Certiorari], rollo, pp. 310-332.
- [31] CA rollo, pp. 97-119 at 99.
- [32] Rollo, p. 37; emphasis supplied.
- [33] CA rollo, pp. 104-119 at 116.
- [35] Id.
- [35] Jebsens Maritime Inc. v. Babol, G.R. No. 204076, December 4, 2013, 711 SCRA 601, 617.
- [36] Functional, Inc. v. Granfil, 676 Phil 279,287 (2011).
- [37] Interiorient Maritime Enterprises, Inc. v. Remo, 636 Phil. 240, 250-251 (2010).
- [38] 588 Phil. 895 (2008).
- [39] Id. at 912; citations omitted.
- [40] G.R. No. 193679, July 18, 2012, 677 SCRA 296.
- [41] C.F. Sharp Crew Management, Inc. v. Taok, id. at 315.
- [42] New Filipino Maritime Agencies, Inc. v. Despabeladeras, G.R. No. 209201, November 19,2014.
- [43] C.F. Sharp Crew Management, Inc. v. Taok, supra note 41 at 316
- [44] Id.
- [45] G.R. No. 204101, July 2, 2014, 729 SCRA 157.
- [46] Id. at 171-172.
- [47] Rollo, p. 45.
- [48] CA rollo, p. 201.
- [49] d. at 80-96 at 81.
- [50] Magsaysay Maritime Corporation v. National Labor Relations Commission GR No. 191903 June 19 2013, 699 SCRA 197, 215.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.