

RENERIO M. VILLAS, PETITIONER, V. C.F. SHARP CREW MANAGEMENT, INC., RESPONDENT.*G.R. No. 221548. October 03, 2018*

Ponente: CARPIO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-221548/>**CARPIO, J.:****The Case**

Before this Court are two petitions: G.R. No. 221548 filed by Renerio M. Villas (Villas) against C.F. Sharp Crew Management, Inc. (C.F. Sharp) and G.R. No. 221561 filed by C.F. Sharp against Villas. Both petitions assail the 16 June 2015 Decision[1] and the 29 October 2015 Resolution[2] of the Court of Appeals in CA-G.R. SP No. 137840. The Court of Appeals affirmed the 19 August 2014 Decision and 15 October 2014 Resolution of the Office of the Panel of Voluntary Arbitrators (PVA) with the modification of the award to Villas for compensation for his total permanent disability being reduced to US\$60,000 or its equivalent in Philippine peso at the time of actual payment.

The Antecedent Facts

Villas was engaged by C.F. Sharp for Blue Ocean Ship Management and for and in behalf of General Ore Carrier Corporation XIX, Ltd. (General Ore). Villas was hired as a Second Engineer for six months on board the vessel Rebekka N for 44 hours a week, with basic monthly salary of US\$1,741, sub-allowance of US\$152 a month, and overtime rate of US\$1,045 a month. Under the contract, Villas was entitled to eight days of vacation leave with pay per month. Villas' employment was covered by a Collective Bargaining Agreement (CBA) between the International Transport Worker's Federation Fleet Agreement and General Ore (ITF TCC Fleet Agreement). It was Villas' eighth contract in a series of successive contracts since 2005.

Villas underwent a Pre-Employment Medical Examination and was declared fit for sea duty by the company-designated physician. On 25 September 2012, he left the Philippines to join Rebekka N.

On 10 February 2013, while Villas was on sea duty doing a routine inspection at the main engine cylinder lubricator no. 6, his right hand was crushed. Villas sustained severe injuries on his 3[rd] and 4[th] digits. He was given first-aid treatment and then rushed to a hospital in Singapore. Villas was subjected to an immediate surgery which resulted to the amputation of his right middle finger with debridement and suturing of his 4[th] digit. He was diagnosed with "right middle finger volar unfavorable tip amputation, right finger bursta laceration." Villas was declared unfit to work and was repatriated on 11 February 2013.

On 12 February 2013, after reporting to the office of C.F. Sharp, Villas was referred to the company-designated physician, Dr. Susannah Ong-Salvador, at the Sachly International Health Partners Diagnostic and Medical Clinic (SIHP) where he was treated. Sachly then referred Villas to another company-designated physician at UST Hospital where his wound was dressed and subjected to physiotherapy. Villas then underwent rehabilitation, with the consent of C.F. Sharp and the company-designated physician, for the next three months in his hometown in

Cebu City at Perpetual Succour Hospital under the care of Dr. Mary Jeanne Oporto-Flordelis (Dr. Flordelis). Despite his treatment, Villas remained incapacitated and experienced limitation of motion on the 2nd, 3rd, 4th, and 5th digits of his right hand. Villas also had severe weakness of grip in his right hand.

During his check-up on 6 June 2013, one Dr. Marzan, another company-designated physician, wrote to Dr. Robert Chan (Dr. Chan) to ask if Villas can be declared fit to work. Hence, despite the recommendation of Dr. Flordelis that Villas should continue his rehabilitation, and despite the fact that he was still prescribed medications, Dr. Chan declared that Villas was already fit to work. Since he was still unable to grip objects, and the strength on all the digits on his right hand was still weaker, Villas wrote C.F. Sharp on 7 June 2013 requesting for further examination and treatment. Villas wrote another letter on 24 June 2013 reiterating his request and informing C.F. Sharp that he decided to consult with an independent physician. According to Villas, despite surgery and physiotherapy, he continued to complain about the limitation of flexion and difficulty in grasping objects, as well as pain in his right hand. Villas then consulted with Dr. Manuel Fidel M. Magtira (Dr. Magtira) who arrived at a conclusion that Villas had become partially and permanently disabled with Grade 9 impediment which the Philippine Overseas Employment Administration (POEA) Contract classified as "Loss of opposition between the thumb and tips of the fingers of one hand."

Villas sought payment of disability benefits, which C.F. Sharp denied. According to C.F. Sharp, Villas sustained an amputated right middle finger injury in February 2013 when he inserted the tip of his finger to the lubricator and it was cut by the cam shaft. C.F. Sharp alleged that Villas was immediately given first aid medications and was prescribed antibiotics. When the vessel was diverted to Singapore, Villas sought medical management for his immediate treatment. He was repatriated to the Philippines and was referred to SIHP whose initial medical report showed that Villas had an amputated medical finger with healed laceration of the right ring finger. The Orthosurgeon who examined Villas noted that his wound was already dry. He was advised to continue taking antibiotics, analgesic, and vitamin C, and to undergo removal of the sutures after two weeks.

C.F. Sharp alleged that on 26 February 2013, Villas had a follow-up examination. The examining doctor noted that he had no subjective complaints. The examining physician also noted a good healing process without signs of swelling and numbness. C.F. Sharp alleged that Villas returned for check-up on 16 April 2013. The physician noted that there were no signs of infection on the nail bed of the right index finger. The physician advised Villas to do a range of motion exercises.

On 27 May 2013, the company-designated physician evaluated Villas who complained of tolerable pain on the amputated area, aggravated with moving and associated with minimal swelling. There were no signs of infection on the nail bed. The company-designated physician issued Villas a disability rating of 1/3 of Grade 12 or total loss of his middle finger. On 30 May 2013, Villas was again examined by the company-designated physician. The company-designated physician noted that Villas had a dry stump on his middle right finger associated with contracture. Villas complained of occasional tolerable pain and minimal swelling on the tip of his ring finger, but it was not associated with any signs of infections. The company-designated physician noted that Villas had improved grip ability in his right hand. The company-designated physician cleared Villas from Rehabilitation Medicine standpoint. On 6 June 2013, the company-designated physician had the same observations and cleared Villas from Orthopedics standpoint. On 2 July 2013, the company-designated physician assessed Villas and declared him fit to resume sea duties as his amputated finger had healed well and the range of motion was within full range.

C.F. Sharp alleged that despite being medically fit to work, Villas refused to sign the medical certification of fitness to work issued by the company-designated physician. Instead, Villas filed a claim for disability benefits, sickness allowances, damages, and attorney's fees.

The Decision of the Panel of Voluntary Arbitrators

In a Decision[3] dated 19 August 2014, the PVA ruled in favor of Villas.

During the clarificatory hearing held on 18 June 2014, the PVA considered the conflicting opinions of the two Orthosurgeons, Dr. Robert Chan and Dr. Fidel Magtira, on Villas' fitness to return to work. The PVA and the Orthosurgeons observed and confirmed that Villas still had difficulty in gripping objects. The PVA required C.F. Sharp to submit Villas' medical abstract. Dr. Bee Giok Tan-Sales (Dr. Tan-Sales) submitted a Medical Abstract dated 20 June 2014 where she stated that based on the report dated 28 May 2013 of Dr. Flordelis, "the patient was noted to have achieved full flexion of the MCP joints of the right hand. Average grip strength of the right hand was 29.17 kg./force and 40.33 kg./force for the left hand (27.67% difference). Pinch strength of the right hand was 10.67 kg./force and 10.33 kg./force for the left hand."

The PVA then reviewed the 28 May 2013 report of Dr. Flordelis and noted her observation that Villas' grip strength "although better is still insufficient for full time work. Likewise his pinch strength on the intact fingers is still poor. His right upper limb proximal muscles (deltoids, biceps and forearm muscles) are also weaker and deconditioned." The PVA further noted that Dr. Flordelis recommended the continuance of Villas' physical therapy but C.F. Sharp did not follow the recommendation. Instead, the company-designated physician cleared Villas from Rehabilitation Medicine standpoint, contrary to the recommendation of Dr. Flordelis. Villas had to continue his physical therapy in Bogo, Cebu as an out-patient, following the recommendation of Dr. Flordelis, and received a total of 28 sessions from 5 July 2013 to 5 September 2013.

The PVA ruled that Villas is entitled to disability benefits pursuant to the Loss of Profession Clause and Permanent Medical Unfitness Clause of the CBA and awarded him full compensation of US\$250,000.

The PVA denied Villas' claims for illness allowance since C.F. Sharp was able to prove payment thereof, and for damages due to Villas' failure to substantiate the same.

The dispositive portion of the PVA's Decision reads:

WHEREFORE, premises considered, judgment is hereby rendered ORDERING the respondents, C.F. SHARP CREW MANAGEMENT, INC. AND/OR GENERAL ORE CARRIER CORPORATION XIX LTD., to jointly and severally pay complainant, RENERIO [M.] VILLAS, the amount of TWO HUNDRED FIFTY THOUSAND U.S. DOLLARS (US\$250,000.00) as disability benefits, plus 10% thereof as attorney's fees.

All other claims are DISMISSED for lack of merit.

SO ORDERED.[4]

C.F. Sharp and General Ore filed a motion for reconsideration. In its 15 October 2014 Resolution,[5] the PVA denied the motion for lack of merit.

The Decision of the Court of Appeals

C.F. Sharp filed a petition for review before the Court of Appeals, docketed as CA-G.R. SP No. 137840.

In its 16 June 2015 Decision, the Court of Appeals denied the petition and affirmed the assailed PVA Decision with modification as to the amount of compensation.

The Court of Appeals ruled that to be compensable, disability under Section 20(A) of the 2010 POEA Standard Employment Contract (POEA SEC) must be the result of a work-related injury or illness. The Court of Appeals ruled that the POEA SEC defines work-related injury as an "injury arising out of and in the course of employment" while work-related illness is "any sickness as a result of an occupational disease listed under

Section 32-A of this Contract with the conditions set therein satisfied." The Court of Appeals ruled that in order to be compensable, it is not sufficient to establish that the seafarer's illness or injury has rendered him permanently or partially disabled, but it must also be established that there is a causal connection between his illness or injury and the work for which he had been contracted.

The Court of Appeals further ruled that total disability does not require that the employee has to be absolutely disabled or totally paralyzed. According to the Court of Appeals, it is only necessary that the injury must be such that the employee cannot pursue his usual work and earn therefrom. The Court of Appeals ruled that a total disability can be considered permanent if it lasts continuously for more than 120 days. The Court of Appeals ruled that in the case of Villas, a reasonable connection between his injuries and the nature of his job has been established. The Court of Appeals ruled that Villas' own physician as well as the PVA itself were able to controvert clearly the findings of the company-designated physician on Villas' fitness to return to work. The Court of Appeals further ruled that Villas' disability is permanent because the severity of his ailment rendered him incapable of performing his work as a seafarer.

However, the Court of Appeals did not agree with the PVA that Villas is entitled to full compensation amounting to US\$250,000. The Court of Appeals ruled that the ITF TCC Fleet Agreement presented as evidence was not an original and authenticated copy. Instead, the Court of Appeals applied the schedule of compensation under Section 32 of the 2010 POEA SEC. The Court of Appeals ruled that since Villas suffered from permanent total disability, he is entitled to receive compensation amounting to US\$60,000.

The dispositive portion of the Decision of the Court of Appeals reads:

WHEREFORE, the present Petition is hereby DENIED. The assailed Office Of The Panel Of Voluntary Arbitrators, National Conciliation and Mediation Board's August 19, 2014 Decision and October 15, 2014 Resolution in Case No. AC-809-NCMB-NCR-93-06-10-13 are AFFIRMED with the only MODIFICATION that the award in favor of Renerio [Villas] as compensation for his total permanent disability is reduced to US\$60,000.00 or its equivalent in Philippine Peso at the time of actual payment. We, however, affirm in all other aspects.

SO ORDERED.[6]

Villas filed a Motion for Partial Reconsideration assailing the Court of Appeals' failure to apply the ITF TCC Fleet Agreement. C.F. Sharp also filed a Motion for Partial Reconsideration questioning the Court of Appeals' findings that the assessment of the company-designated physician was not credible and that Villas' injury amounted to total permanent disability, and its award of attorney's fees.

In its 29 October 2015 Resolution, the Court of Appeals denied the two Motions for Partial Reconsideration for lack of merit.

Villas filed a Petition for Review before this Court, docketed as G.R. No. 221548. Villas alleged that:

- I. The Honorable Court of Appeals committed a serious error of law in not applying the rule on suppression of evidence against the respondent.
- II. The Honorable Court of Appeals committed a serious error of law in not applying the provisions of the parties' CBA as basis for the petitioner's disability award.[7]

C.F. Sharp filed its own Petition for Review, docketed as G.R. No. 221561. C.F. Sharp alleged that:

1. The Court of Appeals patently erred in not nullifying the award for permanent total disability claims given that there was no categorical pronouncement that respondent's disability has amounted to Grade 1 medical

impediment.

2. The Court of Appeals seriously erred in not giving credence to the fit to work assessment of the company physician.

3. The Court of Appeals seriously erred in not considering that the parties' respective physicians have maintained their differing opinion on the condition of the respondent.

4. The dissenting opinion of AVA Leonardo Saulog is in line with the provisions of the POEA SEC and decisions of the Supreme Court.

5. The Court seriously erred in awarding attorney's fees in this case.[8]

The two petitions were consolidated in the Court's Resolution dated 13 January 2016.[9]

The Issues

The issues in these cases may be summed up as follows:

1. Whether Villas' injury amounted to permanent total disability;
2. Whether Villas is entitled to compensation under the CBA; and
3. Whether the Court of Appeals correctly awarded attorney's fees.

The Ruling of this Court

We deny the petitions.

There is no question that Villas sustained his injury on 10 February 2013 while on board Rebekka N and while he was performing his assigned duty. We only need to determine the extent of the injury and the amount of compensation Villas is entitled to.

There are conflicting views on the extent of disability of Villas in this case. The Court notes that before Villas initially consulted and underwent rehabilitation with Dr. Flordelis, he sought for, and was granted, approval from C.F. Sharp and the company-designated physician.

According to the PVA, Dr. Marzan[10] issued a certification that Villas was fit to work despite the recommendation of Dr. Flordelis that he should continue his rehabilitation and physical therapy. The medical report of Dr. Flordelis was dated 28 May 2013. The company-designated physician cleared Villas from Rehabilitation Medicine standpoint on 30 May 2013. Villas wrote C.F. Sharp on 7 June 2013 requesting for further examination and treatment because he was still unable to grip objects and all the digits on his right hand were still weak. Indeed, during the clarification hearing conducted by the PVA on 18 June 2014, the PVA observed that Villas still had difficulty in gripping objects.

We agree with the Court of Appeals that since there were two conflicting findings by two different physicians, the parties should have moved to seek the opinion of a third doctor. They failed to do so. The Court has ruled that in the event that no third doctor is appointed by the parties, the labor tribunal and the courts shall evaluate the respective merits of the conflicting medical assessments of the company-designated doctor on one hand, and the seafarer's chosen physician, on the other.[11] That is the procedure followed by the PVA in this case. The PVA observed that, contrary to the findings by the company-designated physician that Villas was already fit to work, he still had difficulty in gripping objects. The PVA also examined the medical reports and noted that Dr. Flordelis recommended the continuance of Villas' physical therapy but instead, Villas was cleared from Rehabilitation Medicine standpoint and was eventually declared fit to work. The foregoing facts show that there was no basis for

the issuance of the fit to work certificate to Villas.

Villas is entitled to total permanent disability benefits

The Court of Appeals ruled that Villas is entitled to total permanent disability benefits.

We agree.

The records showed that when Dr. Chan declared that Villas was already fit to work on 6 June 2013, Villas immediately requested C.F. Sharp, in a letter dated 7 June 2013, to allow him to avail of further treatment and therapy. When C.F. Sharp failed to respond to his request, Villas wrote another letter dated 24 June 2013 informing C.F. Sharp that he decided to seek second opinion from another doctor. Villas then consulted with Dr. Magtira who, in a medical report[12] dated 6 July 2013, declared him to be incapacitated and not capable of working at his previous employment. Dr. Magtira declared Villas to be suffering from Grade 9 impediment (26.12%) due to loss of opposition between the thumb and tips of the finger of one hand.[13] Villas relied on Dr. Magtira's medical finding in claiming for disability benefits except that he asked for higher benefits in accordance with the ITF TCC Fleet Agreement, which the PVA granted.

The PVA ruled that between the findings of the company-designated physician and Villas' physician of choice, Dr. Magtira, the latter's findings are more in line with the findings of Dr. Flordelis. The PVA ruled that Dr. Magtira's assessment that Villas suffered from Grade 9 impediment (26.12%) was based on his physical examination as well as his medical history.[14] Dr. Magtira explained that Villas continued to have limitation of flexion, difficulty in grasping objects, and pain in his right hand.[15] Dr. Magtira further explained that since Villas is a right-handed person, the injury in his dominant hand is a big burden and addition to his disability, and that Villas had lost his pre-injury capacity and is not capable of working in his previous occupation.[16]

On the other hand, the Court of Appeals' ruling that Villas' disability was total and permanent was based on its findings that the severity of Villas' ailment rendered him incapable to perform work as a seafarer. According to the Court of Appeals, total disability does not require that an employee has to be absolutely disabled or totally paralyzed for as long as his injury is such that he cannot pursue his usual work and earn therefrom. The Court of Appeals ruled that a total disability is considered permanent if it lasts continuously for more than 120 days. C.F. Sharp countered that the 120-day rule may be extended to 240 days.

In *Aldaba v. Career Philippines Shipmanagement, Inc.*, [17] the Court clarified the seeming conflict in jurisprudence on the 120-day and 240-day rules. Citing *Elburg Shipmanagement Phils., Inc. v. Quiogue*, [18] the Court affirmed that a seafarer's disability should not be determined by the number of days that he could not work. However, the Court further affirmed that the company-designated physician must still make an assessment within 120 days from the date of medical repatriation, and he is only allowed to extend the medical treatment to 240 days when there is sufficient justification for it.[19] According to the Court:

In essence, the Court in *Elburg* no longer agreed that the 240-day period provided by Vergara, which was sourced from the IRR, should be an absolute rule. The company-designated physician would still be obligated to assess the seafarer within the original 120-day period from the date of medical repatriation and only with sufficient justification may the company-designated physician be allowed to extend the period of medical treatment to 240 days. The Court reasoned that:

Certainly, the company-designated physician must perform some significant act before he can invoke the exceptional 240-day period under the IRR. It is only fitting that the company-designated physician must provide a sufficient justification to extend the original 120-day period. Otherwise; under the law, the seafarer must be granted the relief of permanent and total disability benefits due to such non-compliance.

On the contrary, if we completely ignore the general 120-day period under the Labor Code and POEA-Contract and apply the exceptional 240-day period under the IRR unconditionally, then the IRR becomes absolute and it will render the law forever inoperable. Such interpretation is contrary to the tenets of statutory construction.

x x x x

Thus, to strike a balance between the two conflicting interests of the seafarer and its employer, the rules methodically took into consideration the applicability of both the 120-day period under the Labor Code and the 240-day period under the IRR. The medical assessment of the company-designated physician is not the alpha and the omega of the seafarer's claim for permanent and total disability. To become effective, such assessment must be issued within the bounds of the authorized 120-day period or the properly extended 240-day period.

Hence, as it stands, the current rule provides: (1) that mere inability to work for a period of 120 days does not entitle a seafarer to permanent and total disability benefits; (2) that the determination of the fitness of a seafarer for sea duty is within the province of the company-designated physician, subject to the periods prescribed by law; (3) that the company-designated physician has an initial 120 days to determine the fitness or disability of the seafarer; and (4) that the period of treatment may only be extended to 240 days if a sufficient justification exists such as when further medical treatment is required or when the seafarer is uncooperative.

For as long as the 120-day period under the Labor Code and the POEA-SEC and the 240-day period under the IRR co-exist, the Court must bend over backwards to harmoniously interpret and give life to both of the stated periods. Ultimately, the intent of our labor laws and regulations is to strive for social justice over the diverging interests of the employer and the employee.

In *Elburg Shipmanagement Phils., Inc. v. Quiogue, Jr.*, this Court set forth the following guidelines, to wit:

1. The company-designated physician must issue a final medical assessment on the seafarer's disability grading within a period of 120 days from the time the seafarer reported to him;
2. If the company-designated physician fails to give his assessment within the period of 120 days, without any justifiable reason, then the seafarer's disability becomes permanent and total;
3. If the company-designated physician fails to give his assessment within the period of 120 days with a sufficient justification (e.g. seafarer required further medical treatment or seafarer was uncooperative), then the period of diagnosis and treatment shall be extended to 240 days. The employer has the burden to prove that the company-designated physician has sufficient justification to extend the period; and
4. If the company-designated physician still fails to give his assessment within the extended period of 240 days, then the seafarer's disability becomes permanent and total, regardless of any justification.[20]

In this case, Villas was injured in an accident on 10 February 2013. He was repatriated on 11 February 2013. He reported to C.F. Sharp and was referred to the company-designated physician on 12 February 2013.

There were actually two medical certificates issued to Villas. The first one, dated 6 June 2013, was issued by Dr. Marzan.[21] It was issued within 115 days from Villas' repatriation. On 2 July 2013, Dr. Ong-Salvador issued Villas a Final Medical Report stating the following: "After extensive examination, our specialist declared patient fit to resume sea duties" and "despite being medically fit for work, the patient refused to sign the medical certification of fitness to work issued by our clinic." [22]

Again, the first fit to work certificate was issued by Dr. Marzan 115 days from the time of Villas' repatriation. However, as we stated earlier, there was no basis for the issuance of the fit to work certificate to Villas at that time. The Final Medical Report was issued by Dr. Ong-Salvador 141 days from the time of repatriation. Following the guidelines in *Elburg*, Villas' disability had become total and permanent. The company-designated

physician failed to give the final medical assessment within 120 days and failed to justify that Villas still needed further medical treatment to extend the medical assessment to 240 days. In fact, Dr. Marzan issued a fit to work order within 115 days, and it appears that it was made just to comply with the 120-day period but records would show that treatment had to be extended beyond that period. It was further established that Villas immediately sought the assistance of C.F. Sharp after he was issued the fit to work certificate on 6 June 2013 but his letter was unheeded, forcing him to seek further consultation. The records further show that Villas continued to have physical therapy until 5 September 2013, even beyond the issuance of the Final Medical Report. Hence, the Court of Appeals correctly ruled that Villas' disability was total and permanent.

The Applicability of the ITF TCC Fleet Agreement

The Court of Appeals reversed the PVA's application of the ITF TCC Fleet Agreement. The Court of Appeals ruled that Villas failed to present the original and authenticated copy of the CBA. As such, the Court of Appeals ruled that Villas is only entitled to disability benefits under Section 32 of the 2010 POEA SEC.

Villas pointed out that he has no access to the original or authenticated copy of the CBA because the copies are with C.F. Sharp and its foreign principal, General Ore. Villas requested a copy of the CBA from ITF which sent him one via email through one Wilhelm Zechner. Villas alleged that C.F. Sharp suppressed the document, which is in its possession, because it would be adverse for it to produce the document.

Section 3(b), Rule 130 of the Rules of Court provides that when the subject of inquiry is the contents of a document, no evidence shall be admissible other than the original document itself, except when the original is in the custody or under the control of the party against whom the evidence is offered, and the latter fails to produce it after reasonable notice.^[23] Section 6, Rule 130 also provides that after notice and after satisfactory proof of the existence of the document, the party in custody fails to produce it, secondary evidence may be presented as in the case of a loss.^[24]

In the cases before us, there was nothing that would show that C.F. Sharp was required to produce the CBA. It is unfortunate that neither Villas nor the PVA itself required C.F. Sharp to produce the original CBA for comparison with the copy sent by ITF by email. In any event, even when the CBA may be applied to these cases, Villas and C.F. Sharp still failed to comply with its provision requiring that "any Seafarer assessed at less than 50% disability under the attached Annex 3 but certified as permanently unfit for further sea service in any capacity by a doctor appointed mutually by the Company and the ITF, shall also be entitled to 100% compensation."^[25]

As regards the payment of attorney's fees, Villas was compelled to litigate due to C.F. Sharp's denial of his claims.^[26] Hence, the Court of Appeals correctly awarded attorney's fees.

WHEREFORE, we DENY the petitions. We AFFIRM the 16 June 2015 Decision and the 29 October 2015 Resolution of the Court of Appeals in CA-G.R.SP No. 137840.

SO ORDERED.

Perlas-Bernabe, A. Reyes, Jr., and J. Reyes, Jr.,[*] JJ., concur.
Caguioa, J., on leave.

[*] Designated additional member per Special Order No. 2587 dated 28 August 2018.

[1] Rollo (G.R. No. 221548), pp. 343-362. Penned by Associate Justice Franchito N. Diamante, with Associate Justices Japar B. Dimaampao and Carmelita Salandanan Manahan concurring.

- [2] Id. at 416-417.
- [3] Id. at 210-234. Signed by Fr. Herminigildo C. Javen, Chairman, with Atty. Allan S. Montaña, member, concurring, and Capt. Leonardo B. Saulog, member, dissenting.
- [4] Id. at 234.
- [5] Id. at 258-259. Signed by Fr. Herminigildo C. Javen, Chairman, with Atty. Allan S. Montaña, member, concurring. Capt. Leonardo B. Saulog, member, maintained his dissenting opinion and clarificatory addendum.
- [6] Id. at 361.
- [7] Id. at 18-19. Capitalization in the original.
- [8] Rollo (G.R. No. 221561), p. 46.
- [9] Rollo (G.R. No. 221548), pp. 8-9.
- [10] It was Dr. Chan who issued the certification, upon the query made on the same date by Dr. Marzan.
- [11] *Balatero v. Senator Crewing (Manila), Inc.*, G.R. No. 224532, 21 June 2017, citing *Dalusong v. Eagle Clare Shipping Phils., Inc.*, 742 Phil. 377 (2014).
- [12] Rollo (G.R. No. 221548), p. 73.
- [13] Id.
- [14] Id. at 229.
- [15] Id.
- [16] Id.
- [17] G.R. No. 218242, 21 June 2017.
- [18] 765 Phil. 341 (2015).
- [19] Id.
- [20] *Aldaba v. Career Philippines Shipmanagement, Inc.*, supra note 17. Emphasis in the original.
- [21] Rollo (G.R. No. 221548), p. 70.
- [22] Id. at 218.
- [23] Section 3. Original document must be produced; exceptions.— When the subject of inquiry is the contents of a document, no evidence shall be admissible other than the original document itself, except in the following cases:
- (a) When the original has been lost or destroyed, or cannot be produced in court, without bad faith on the part of the offeror;
 - (b) When the original is in the custody or under the control of the party against whom the evidence is offered, and the latter fails to produce it after reasonable notice;
 - (c) When the original consists of numerous accounts or other documents which cannot be examined in court without great loss of time and the fact sought to be established from them is only the general result of the whole; and
 - (d) When the original is a public record in the custody of a public officer or is recorded in a public office.

[24] Section 6. When original document is in adverse party's custody or control. — If the document is in the custody or under the control of adverse party, he must have reasonable notice to produce it. If after such notice and after satisfactory proof of its existence, he fails to produce the document, secondary evidence may be presented as in the case of its loss.

[25] Rollo (G.R. No. 221548), p. 49.

[26] See *Balatero v. Senator Crewing (Manila), Inc.*, *supra* note 11.

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.