

**GENERATO M. HERNANDEZ, PETITIONER, VS. MAGSAYSAY
MARITIME CORPORATION, SAFFRON MARITIME LIMITED AND/OR
MARLON R. ROÑO, RESPONDENTS.**

G.R. No. 226103. January 24, 2018

Ponente: PERALTA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-226103/>

PERALTA, J.:

This petition for review on certiorari under Rule 45 of the Rules of Court (Rules) seeks to reverse the April 6, 2016 Decision[1] and August 1, 2016 Resolution[2] of the Court of Appeals (CA) in CA-G.R. SP No. 140581, which set aside the February 4, 2015 Decision[3] and March 3, 2015 Resolution[4] of the National Labor Relations Commission (NLRC), affirming with modification the November 18, 2014 Decision[5] of the Labor Arbiter (LA).

The facts[6] appear as follows:

[Petitioner] alleges: that he has been under the employ of respondent agency since 1991 and was rehired consistently by the said agency (Annex "D"); that on February 28, 2012, he was hired by respondent agency to work on board "MV Saga Sapphire" as Head Wine Waiter for a period of six (6) months with a basic monthly salary of US\$623.00 (Annex "B"); that he underwent a thorough pre-employment medical examination by the company[-]designated doctors and was declared "fit for sea duty" (Annex "B"); that he departed on March 3, 2012, to join his assigned vessel and everything went well without any trouble until on November 16, 2012 when he had an accident; that he was then lifting a box of wine when the vessel suddenly rolled causing him to lose his balance; that he fell on the floor with his back hitting the steel pavement; that he felt a sharp snap on his lower back accompanied by extreme pain radiating down to his lower extremities; that the ship doctor gave him a pain reliever and recommended his medical repatriation with a view to physiotherapy; that he was repatriated on December 22, 2012 and upon arrival he reported to respondents' office for post employment medical examination; that he was referred to the company-designated physicians at the Manila Doctors Hospital where he underwent MRI; that the results of the MRI revealed Lumbar Spondylosis, Disc Protrusion, and Disc Bulges; that he underwent extensive physical therapy from January 8, 2013 until his latest medical evaluation on March 11, 2013 and considered [petitioner] for disability assessment of slight rigidity or one[-]third loss of lifting power (Annex "F-3"); that [petitioner] sought consult (sic) from Dr. Rogelio P. Catapang, Jr., Orthopaedic Surgeon and Traumatology expert and in his medical report, he stated:

"xxx He has tenderness over the spinal process and para spinal muscle; he has difficulty going up and down the stairs. Straight leg[-]raising noted at the right; no atrophy of the leg muscles. Deep tendon reflexes are normoactive and noted with difficulty of carrying and bending. Patient was advised to continue physiotherapy and to modify activities of daily living, avoid lifting heavy objects and high impact exercises.

xxx

Mr. Hernandez continues to complain and suffer low back pain. Diagnosis: the pain is made worse by prolonged standing and bending. He has difficulty in climbing up and down the stairs. He has lost his pre-injury capacity and is UNFIT to work back at his previous occupation. "

[Petitioner] further avers that despite the conclusive findings of physical disabilities, his plea for assistance from the respondents was denied alleging that they have no liability whatsoever. His request for sickness allowance was likewise denied. Hence, this present complaint.

Respondents, on the other hand, admitted the fact of [petitioner's] employment on board the vessel "MV Saga Sapphire" as Head Wine Waiter and alleges the following: that the contract was for a term of six (6) months; that [petitioner] joined the vessel on March 2, 2012 and disembarked from the vessel on December 18, 2013 (Annex "2"); that [petitioner] complained of lumbar back pain and was given ibuprofen gel and paracetamol for relief; that the x-ray on his pelvis or lumbar spine showed no abnormality; that he was later on disembarked for medical treatment (Annex "3"); that after his repatriation, [petitioner] was referred to the company physician[, Dr. Benigno A. Agbayani[, of the Manila Doctors Hospital who recommended MRI (Annex "4"); that the MRI results showed [petitioner] was suffering Mild Disc Herniation; that on March 8, 2013, [petitioner] was assessed a partial permanent disability grade 11 – slight rigidity or one[-]third loss of lifting power (Annex "6")]. [7]

The LA ruled that petitioner is entitled to permanent total disability benefits because the very nature of the grading of the company-designated physician is a minimum grading based on a purely medical schedule that does not consider the loss of earning capacity. It was noted that even the company-designated doctor had not issued any declaration that petitioner is already "fit to work;" thus, the prognosis of the petitioner's own physician does not contradict the findings of the company-designated doctor, but merely connects it to the question of earning capacity and the loss of profession. For the LA, the fact that petitioner can no longer be employed as a seaman is essentially a total and permanent disability since the principle is that disability is measured by the loss of earning capacity and not on its medical significance. In addition to the payment of permanent total disability benefits in the amount of US\$60,000.00, respondents were ordered to pay sickness allowance of US\$2,492.00 and ten percent (10%) of the total monetary award as attorney's fees.

On appeal, the NLRC deleted the award of sickness allowance. In sustaining petitioner's entitlement to permanent total disability benefits, the NLRC agreed that disability should be interpreted more in relation to the loss of earning capacity. In this case, the certification of petitioner's physician appears to reflect his actual physical condition vis-a-vis his work as a seafarer. Since the time he was medically repatriated, he was not able to and could not land a gainful occupation in a job that he was trained or accustomed to do. His true condition is that he has not completely and fully healed. It was noted that medical reports issued by the company-designated doctor do not necessarily bind the NLRC. Even so, respondents' physician refrained from issuing a fit-to-work certification.

For the NLRC, the case of *Splash Philippines, Inc., et al. v. Ruizo*,^[8] cited by respondents, finds no application on the following grounds: (1) petitioner was medically repatriated for a work-related illness; (2) a disability grading was issued not by petitioner's own doctor but by the company-designated physician; and (3) petitioner is not guilty of willful refusal to undergo treatment in order to claim disability benefits; hence, there is no need to refer to a third doctor for final assessment. In any case, the NLRC opined that Section 20 (B) (3) of the Philippine Overseas Employment Administration – Standard Employment Contract (POEA-SEC), on the appointment of a third physician, is merely a directory provision.

With regard to respondents' claim that petitioner is guilty of concealment or misrepresentation of a pre-existing illness, the NLRC ruled that there is no evidence presented of a pre-existing medical condition in 2003 even if petitioner recalled that he suffered a particular pain in the lumbar area that year. More importantly, there is no evidence that he knew of any back problem in 2003 or even at the time his pre-employment medical examination (PEME) was conducted on January 27, 2012. It was noted that not every pain suffered is synonymous to illness or medical condition and that not every pain suffered is required to be disclosed by the seafarer. Lastly, the claim of

concealment of a pre-existing illness is futile, since the medical condition suffered by petitioner is established to be caused by his work and not merely aggravated by it.

When the case was elevated to the CA, the appellate court agreed that petitioner is not guilty of fraudulent misrepresentation, considering that lumbar or lower back pain is not one of the pre-existing illness or condition that he was required to disclose. Nonetheless, the CA held that the referral to a third doctor is mandatory in case of conflicting findings between the company-designated physician and the seafarer's chosen doctor. Citing *Phil. Hammonia Ship Agency, Inc., et al. v. Dumadag*,^[9] it concluded that while a seafarer has the right to seek a second and even a third opinion, the final determination of whose decision must prevail must be done in accordance with an agreed procedure. In light of the contrasting diagnoses in this case, petitioner prematurely filed his complaint without regard to the conflict-resolution procedure under the POEA-SEC. The CA, likewise, noted that unlike petitioner's physician who apparently examined him only once, the company-designated doctor examined and treated him for several months, enabling him to acquire familiarity and detailed knowledge of petitioner's medical condition to arrive at a more accurate appraisal of his condition. Finally, according to the appellate court, there is no permanent total disability to speak of because petitioner disembarked from the vessel on December 18, 2012, while the company-designated doctor arrived at an assessment that his disability rating was Grade 11 on March 8, 2013, which is evidently prior to the expiration of the 120-day or 240-day treatment period. The CA disposed:

WHEREFORE, premises considered, the assailed Decision and Resolution of the NLRC are hereby SET ASIDE, and in lieu thereof, a new one is rendered ordering petitioners to jointly and severally pay private respondent Seven Thousand Four Hundred Sixty[-]Five US Dollars (US\$7,465.00) in its equivalent in Philippine Peso at the prevailing rate of exchange at the time of actual payment.

SO ORDERED.^[10]

Now before Us, petitioner argues that, in a Rule 65 petition, the CA erred when it proceeded to evaluate the conflicting assessments of the company-designated physician and the seafarer's preferred doctor because it cannot be said that the NLRC committed grave abuse of discretion when its decision was based on substantial evidence that consisted of the medical reports of both physicians showing that he is permanently and totally unfit for further sea duty. It is contended that the third-doctor-referral rule should not be applied in this case since the company-designated physician's reports are biased and doubtful. In issuing a Disability Grade 11, there is failure to explain if petitioner can still resume his previous functions as a seafarer given the fact that he was continuously suffering from persistent low back pain. Further, petitioner asserts that the determination of disability benefits of seamen should be based not only on the disability grading issued by the company-designated doctor or the schedule under Section 32 of the POEA-SEC but also on the provisions of the Labor Code and the Amended Rules on Employees' Compensation. It is emphasized that disability should be viewed on the seafarer's loss of earning capacity and that what is being compensated is not the illness or injury but the incapacity to work.

The petition is denied.

The rulings of the labor authorities are seriously flawed because they were rendered in total disregard of the POEA-SEC provision, which are deemed written in the contract of employment, on the prescribed procedure in the resolution of conflicting disability assessments of the company-designated physician and the seafarer's doctor. There is grave abuse of discretion, considering that, as labor dispute adjudicators, the LA and the NLRC are expected to uphold the law between the parties.^[11]

It bears to stress that there is no issue as to the compensability of petitioner's health condition since the parties do not dispute that it is work-related. What remains to be resolved is whether he is entitled to the payment of

permanent total disability benefits or to that which corresponds to Disability Grade 11 of the POEA-SEC.

Under Section 20(A)(3) of the 2010 POEA-SEC, "[if] a doctor appointed by the seafarer disagrees with the assessment, a third doctor may be agreed jointly between the Employer and the seafarer. The third doctors decision shall be final and binding on both parties." The provision refers to the declaration of fitness to work or the degree of disability.[12] It presupposes that the company-designated physician came up with a valid, final and definite assessment as to the seafarer's fitness or unfitness to work before the expiration of the 120-day or 240-day period.[13] The company can insist on its disability rating even against a contrary opinion by another doctor, unless the seafarer signifies his intent to submit the disputed assessment to a third physician.[14] The duty to secure the opinion of a third doctor belongs to the employee asking for disability benefits.[15] He must actively or expressly request for it.[16] In *INC Navigation Co. Philippines, Inc., et al. v. Rosales*, [17] We opined:

By so acting, Rosales proceeded in a manner contrary to the terms of his contract with INC in challenging the company doctor's assessment; he failed to signify his intent to submit the disputed assessment to a third doctor and to wait for arrangements for the referral of the conflicting assessments of his disability to a third doctor.

Significantly, no explanation or reason was ever given for the omission to comply with this mandatory requirement; no indication whatsoever is on record that an earnest effort to secure compliance with the law was made; Rosales immediately filed his complaint with the LA. As we recently ruled in *Bahia Shipping Services, Inc., et al. v. Crisante C. Constantino*, when the seafarer challenges the company doctor's assessment through the assessment made by his own doctor, the seafarer shall so signify and the company thereafter carries the burden of activating the third doctor provision.

To definitively clarify how a conflict situation should be handled, upon notification that the seafarer disagrees with the company doctor's assessment based on the duly and fully disclosed contrary assessment from the seafarer's own doctor, the seafarer shall then signify his intention to resolve the conflict by the referral of the conflicting assessments to a third doctor whose ruling, under the POEA-SEC, shall be final and binding on the parties. Upon notification, the company carries the burden of initiating the process for the referral to a third doctor commonly agreed between the parties. In *Bahia*, we said:

In the absence of any request from him (as shown by the records of the case), the employer-company cannot be expected to respond. As the party seeking to impugn the certification that the law itself recognizes as prevailing, Constantino bears the burden of positive action to prove that his doctor's findings are correct, as well as the burden to notify the company that a contrary finding had been made by his own physician. Upon such notification, the company must itself respond by setting into motion the process of choosing a third doctor who, as the POEA-SEC provides, can rule with finality on the disputed medical situation.[18]

In *Dumadag*, the seafarer's non-compliance with the conflict-resolution procedure results in the affirmance of the fit-to-work certification of the company-designated physician. *Dumadag* pursued his claim without observing the laid-out procedure. He consulted doctors of his choice regarding his disability after the company-designated physician issued a fit-to-work certification for him. According to the Court, there is nothing inherently wrong with the consultations as the POEA-SEC and the CBA allow him to seek a second opinion. The problem only arose when he pre-empted the mandated procedure by filing a complaint for permanent total disability benefits on the strength of his chosen doctors' opinions, without referring the conflicting opinions to a third physician for final determination. The Court considered the filing of the complaint as a breach of *Dumadag*'s contractual obligation and that the complaint should have been dismissed, for without a binding third opinion, the fit-to-work certification of the company-designated doctor stands. We have noted that the provision of the POEA-SEC is intended to settle disability claims voluntarily at the parties' level where the claims can be resolved more speedily than if they were brought to court.

The pronouncement in *Dumadag*, which was subsequently relied upon in a string of cases,[19] is consistent with

Our earlier ruling in *Vergara v. Hammonia Maritime Services, Inc., et al.*, [20] which held:

The POEA Standard Employment Contract and the CBA clearly provide that when a seafarer sustains a work-related illness or injury while on board the vessel, his fitness or unfitness for work shall be determined by the company-designated physician. If the physician appointed by the seafarer disagrees with the company-designated physician's assessment, the opinion of a third doctor may be agreed jointly between the employer and the seafarer to be the decision final and binding on them.

Thus, while petitioner had the right to seek a second and even a third opinion, the final determination of whose decision must prevail must be done in accordance with an agreed procedure. Unfortunately, the petitioner did not avail of this procedure; hence, we have no option but to declare that the company-designated doctor's certification is the final determination that must prevail. x x x [21]

Here, the Court is bound by the Grade 11 disability grading and assessment by the company-designated physician that was timely rendered within the 120-day period. Petitioner neither questioned such diagnosis in accordance with the procedure set forth under the POEA-SEC nor contested the company-designated doctor's competence. To reiterate what has already been settled, the referral to a third physician is mandatory and non-compliance with the procedure may militate against the claim for permanent total disability in cases where the company-designated doctor declared otherwise. This is especially so if the seafarer failed to explain why recourse to the said remedy was not made. [22]

Petitioner's filing of his claim before the labor arbiter was premature. [23] In view of the fact that he did not observe the relevant provisions of the POEA-SEC after he received a definitive disability assessment from the company-designated physician, the Court is left without a choice but to uphold the certification issued with respect thereto. Failure to follow the procedure is fatal and renders conclusive the disability rating issued by the company-designated doctor. [24]

Reliance on the assessment of the company-designated physician was justified not only by the law governing the parties under the contract, but by the time and resources spent as well as the effort exerted by the company-designated doctor in the examination and treatment of petitioner while still on board and as soon as he was repatriated in the Philippines. [25]

Based on the Medical Report dated July 13, 2013, [26] it appears that Dr. Catapang conducted his physical examination of petitioner only once and that he merely made his own interpretation of the MRI results of the Lumbar Spine taken on January 21, 2013. While he acknowledged that respondents' company-designated physician examined petitioner and later underwent physiotherapy, he failed to state that reports were regularly issued to update on petitioner's medical condition as well as the particular treatment administered and medicines prescribed to him, which eventually became the basis of Dr. Agbayani's Grade 11 disability assessment on March 8, 2013. [27] Dr. Catapang did not conduct any diagnostic tests or procedures to support his assessment of a permanent total disability. Moreover, petitioner failed to show any bad faith that attended the company-designated doctor's medical reports, or that the same were self-serving and were issued just to allow respondents to avoid liability. [28] Certainly, the assessment of Dr. Agbayani is entitled to great weight and respect, considering that it is more reliable. With his consistent treatment and monitoring of petitioner for several months, he had acquired detailed knowledge and familiarity as to the latter's health condition. We stress that the reason behind our favorable rulings on the findings of company-designated physicians is not due to their infallibility; rather, it is assumed that they have "closely monitored and actually treated the seafarer" and, therefore, are in a better position to form an accurate diagnosis and evaluation of the seafarers' degree of disability. [29]

Contrary to what petitioner wants to believe, the Court agrees with respondents that *Ruizo* applies in the present case. There, We unequivocally stated:

Earlier, we called attention to a compensation system provided by the POEA-SEC which is often ignored or overlooked in maritime compensation cases. This system is found in Section 32 of the POEA-SEC which provides for a schedule of disability compensation, in conjunction with Section 20(B)6. To our mind, the reason why this compensation system is often ignored or disregarded is the fixation on the 120-day rule and the notion that an "unfit-to-work" or "inability-to-work" assessment should be awarded permanent total disability compensation even when the seafarer is given a disability grading in accordance with Section 32 of the POEA-SEC. x x x A NOTE in Section 32 of the POEA-SEC declares that "any item in the schedule classified under Grade 1 shall be considered or shall constitute total and permanent disability." Any other grading, therefore, constitutes only as temporary total disability.

Considering that the POEA-SEC embodies the terms and conditions governing the employment of Filipino seafarers onboard ocean-going vessels, it is about time that the schedule of disability compensation under Section 32 is seriously observed. A step towards this direction had already been taken by way of the Court's clarificatory Resolution dated February 12, 2007 in *Crystal Shipping* where we declared that admittedly, the POEA-SEC (1996) does not measure disability in terms of number of days but by gradings only. x x x[30]

The foregoing considered, petitioner must return the excess of the amount he received from respondents. Notably, in accordance with the NLRC Decision modifying the award of the LA, petitioner was given the sum of P2,916,012.00, which was the Philippine Peso equivalent of US\$66,000.00, as a conditional satisfaction of judgment award. The payment was made to petitioner in order to prevent imminent execution by virtue of the writ of execution and/or garnishment against respondents.[31] Aside from the other terms and conditions of the agreement,[32] petitioner acceded to the following:

3. That this Conditional Satisfaction of Judgment is without prejudice to herein respondents' Petition for Certiorari pending with the Court of Appeals entitled, "*MAGSAYSAY MARITIME CORPORATION, SAFFRON MARITIME LIMITED AND MARLON R. ROÑO vs. NATIONAL LABOR RELATIONS COMMISSION (FOURTH DIVISION) AND GENERATO M. HERNANDEZ*" and/or any appeal/remedy available to both parties.[33]

With the assistance of his own counsel, petitioner expressed his conformity to the stipulation that he would return the money paid to him in the event that the contingency would happen. Since the petition was granted by the CA and affirmed by this Court, he must comply with the undertaking to return the amount in excess of what the CA had awarded. The agreement was fair and binding as the conditional satisfaction of judgment was likewise without prejudice to "any appeal/remedy available to both parties." Either of the parties may seek further redress against each other. Both petitioner and respondents may pursue any of the available legal remedies should any eventuality arise in their dispute, i.e., when the CA renders a ruling adverse to their respective interests.[34] To allow petitioner to retain the excess payment would be tantamount to unjust enrichment at the expense of respondents whose entitlement thereto is further buttressed by, and in line with, Section 14, Rule XI of the 2011 NLRC Rules of Procedure which provides:

EFFECT OF REVERSAL OF EXECUTED JUDGMENT. – Where the executed judgment is totally or partially reversed or annulled by the Court of Appeals or the Supreme Court, the Labor Arbiter shall, on motion, issue such orders of restitution of the executed award, except wages paid during reinstatement pending appeal.[35]

WHEREFORE, the petition for review on certiorari is DENIED. The April 6, 2016 Decision and August 1, 2016 Resolution of the Court of Appeals in CA-G.R. SP No. 140581, which set aside the February 4, 2015 Decision and March 3, 2015 Resolution of the National Labor Relations Commission affirming with modification the November 18, 2014 Decision of the Labor Arbiter, are AFFIRMED.

SO ORDERED.

Carpio, (Chairperson), Perlas-Bernabe, Caguioa, and Reyes, Jr., JJ., concur.

[1] Penned by Associate Justice Agnes Reyes-Carpio, with Associate Justices Romeo F. Barza (now Presiding Justice of the Court of Appeals) and Amy C. Lazaro-Javier concurring; rollo, pp. 11-20.

[2] Id. at 22-24.

[3] Id. at 106-120.

[4] Id. at 122-124.

[5] Id. at 237-243, 261-266.

[6] The factual antecedents narrated by the LA was adopted by the NLRC, the CA, and the petitioner (See rollo, pp. 12-13, 32-33, 107-108, 237-239).

[7] Rollo, pp. 237-239; 261-262.

[8] 730 Phil. 162 (2014).

[9] 712 Phil. 507 (2013).

[10] Rollo, pp. 19-20. (Emphasis in the original)

[11] See Phil. Hammonia Ship Agency, Inc., et al. v. Dumadag, supra note 9, at 521-522.

[12] Leonis Navigation Co., Inc. v. Obrero, G.R. No. 192754, September 7, 2016, 802 SCRA 341, 355.

[13] See Talaroc v. Arpaphil Shipping Corporation, et al., G.R. No. 223731, August 30, 2017, citing Kestrel Shipping Co., Inc., et al. v. Munar, 702 Phil. 717, 737-738 (2013). See also Marlow Navigation Philippines, Inc., et al. v. Osias, 773 Phil. 428, 446 (2015).

[14] Leonis Navigation Co., Inc. v. Obrero, supra note 12.

[15] Scanmar Maritime Services, Incorporated v. Conag, G.R. No. 212382, April 6, 2016, 789 SCRA 1, 13 and Magsaysay Maritime Corp., et al. v. Simbajon, 738 Phil. 824, 843 (2014).

[16] See Leonis Navigation Co., Inc. v. Obrero, supra note 12, at 355.

[17] 744 Phil. 774 (2014).

[18] INC Navigation Co. Philippines, Inc., et al. v. Rosales, supra, at 787-788. (Citation omitted; emphasis in the original).

[19] Talaroc v. Arpaphil Shipping Corporation, et al., G.R. No. 223731, August 30, 2017; MST Marine Services (Philippines), Inc., et al. v. Asuncion, G.R. No. 211335, March 27, 2017; Garino v. Southfield Agencies, Inc., et al., G.R. No. 227007, January 9, 2017; Leonis Navigation Co., Inc. v. Obrero, G.R. No. 192754, September 7, 2016, 802 SCRA 341; Scanmar Maritime Services, Incorporated v. Conag, G.R. No. 212382, April 6, 2016, 789 SCRA 1; Arboleda, Jr. v. Centennial Transmarine, Inc., et al., G.R. No. 221357, January 25, 2016; Maersk-Filipinas Crewing, Inc., et al. v. Jaleco, 770 Phil. 50 (2015); Magsaysay Maritime Corp., et al. v. Panogalinog, 764 Phil. 212 (2015); Tagalog v. Crossworld Marine Services Inc., et

al. 761 Phil. 270 (2015); Cagatin v. Magsaysay Maritime Corp., et al., 761 Phil. 64 (2015); Carcedo v. Maine

Marine Philippines, Inc., et al., 758 Phil. 166 (2015); Veritas Maritime Corp., et al. v. Gepanaga, Jr., 753 Phil. 308 (2015); Daraug v. KGJS Fleet Management Manila, Inc., et al., 750 Phil. 949 (2015); Montierro v. Rickmers Marine Agency Phils., Inc., 750 Phil. 937 (2015); Bahia Shipping Services, Inc., v. Hipe, Jr., 746 Phil. 955 (2014); INC Navigation Co. Philippines, Inc., et al. v. Rosales, supra note 17; Bahia Shipping Services, Inc., et al. v. Constantino, 738 Phil. 564 (2014); Magsaysay Maritime Corp., et al. v. Simbajon, 738 Phil. 824 (2014); Splash Philippines, Inc., et al. v. Ruizo, 730 Phil. 162 (2014); and Ayungo v. Beamko Shipmanagement Corp., et al., 728 Phil. 244 (2014).

[20] 588 Phil. 895 (2008).

[21] Vergara v. Hammonia Maritime Services, Inc., et al., supra, at 914.

[22] Ibarreta v. Philippine Transmarine Carriers, Inc., et al., G.R. No. 209796, June 25, 2014 (3rd Division Resolution).

[23] See Veritas Maritime Corp., et al. v. Gepanaga, Jr., supra note 19; Daraug v. KGJS Fleet Management Manila, Inc., et al., 750 Phil. 949 (2015); and INC Navigation Co. Philippines, Inc., et al. v. Rosales, supra note 17.

[24] Oriental Shipmanagement Co., Inc., et al. v. Ocangas, G.R. No. 226766, September 27, 2017

[25] See Oriental Shipmanagement Co., Inc., et al. v. Ocangas, supra.

[26] Rollo, pp. 201-203.

[27] Id. at 157.

[28] See Bahia Shipping Services, Inc., et al. v. Constantino, supra note 19, at 574.

[29] Leonis Navigation Co, Inc. v. Obrero, supra note 12, at 351.

[30] Splash Philippines, Inc., et al. v. Ruizo, supra note 8, at 178-179. In relying on the aforesaid pronouncement, TSM Shipping Phils., Inc., et al. v. Patiño (G.R. No. 210289, March 20, 2017) recently concluded:

Section 32 of the POEA-SEC provides for a schedule of disability compensation which is often ignored or overlooked in maritime compensation cases. Section 32 laid down a Schedule of Disability or Impediment for Injuries Suffered and Diseases including Occupational Diseases or Illness Contracted, in conjunction with Section 20 (B)(6) which provides that in case of a permanent total or partial disability, the seafarer shall be compensated in accordance with Section 32. Section 32 further declares that any item in the schedule classified under Grade 1 shall be considered or shall constitute total and permanent disability. Therefore, any other grading constitutes otherwise. We stressed in *Splash Philippines, Inc. v. Ruizo* that it is about time that the schedule of disability compensation under Section 32 be seriously observed.

[31] Rollo, p. 379.

[32] The parties jointly filed a pleading before the NLRC entitled "Conditional Satisfaction of Judgment Award with Urgent Motion to Cancel and Release Appeal Bond (All Without Prejudice to Respondents' Pending Petition for Certiorari in the Court of Appeals)" (Id. at 379-386).

[33] Rollo, p. 380. (Underscoring and emphasis in the original)

[34] See *Philippine Transmarine Carriers, Inc., et al. v. Pelagio*, 766 Phil. 504, 518 (2015).

[35] Emphasis supplied. See *Philippine Transmarine Carriers, Inc. v. Legaspi*, 710 Phil. 838, 849-850 (2013).

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.