

BAHIA SHIPPING SERVICES, INC. AND FRED. OLSEN CRUISE LINES, PETITIONERS, VS. ROBERTO F. CASTILLO, RESPONDENT.

G.R. No. 227933. September 02, 2020

Ponente: GAERLAN, J.

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GAERLAN, J.:

This is a Petition for Review on Certiorari[1] of the Decision[2] dated May 31, 2016 in CA-G.R. SP No. 141635, and its Resolution[3] dated October 21, 2016 of the Court of Appeals (CA) denying petitioners' motion for reconsideration. The CA dismissed the appeal of herein petitioners from the Decision[4] of the National Conciliation and Mediation Board (NCMB) which directed them to pay Robert T. Castillo (respondent) the amount of US\$90,000.00 as disability benefit plus 10% of the total amount as attorney's fees.

Facts

Respondent was hired by Bahia Shipping Services, Inc. (Bahia) for its principal Fred. Olsen Cruise Lines (FOCL) as laundryman for the vessel MIS Black Watch for a period of nine months. His contract of employment was patterned and approved in accordance with the Philippine Overseas and Employment Agency-Standard Employment Contract (POEA-SEC). It was covered by a Collective Bargaining Agreement (CBA) otherwise known as the Agreement between Fred. Olsen Cruise Lines Ltd. (Owners/Company) and Norwegian Seafarers Union for Catering Personnel.[5]

After having been certified as fit for duty by the company-designated physician as a result of his pre-employment medical examination (PEME), respondent left on March 31, 2013 and embarked the MIS Black Watch.[6]

On November 29, 2013, while performing his duties as laundryman, respondent leaned forward to reach for a table napkin which was about four feet down in the cart. He suddenly felt a click on his back and started to suffer from back pain. He was treated with painkillers but his condition persisted until he could no longer stand.[7] Hence, on December 3, 2013, he was sent ashore and was examined by a physician in Rostock, Germany and was found to have "Degenerative end plate changes due to Spondylolisthesis LS-L1 with moderate antrolisthesis grade 1. Moderate neoforaminal narrowing in L4-L5 and LS-S1" after an x-ray was done.[8]

After serving eight months and one week of his nine-month contract and being declared unfit to work, respondent disembarked from the M1V Black Watch on December 7, 2013 in Dover, England.[9] Therefrom, he was repatriated. Upon arrival, he was brought to the Metropolitan Hospital. He was placed under the care of the company-designated physician and provided with extensive medical treatment. On February 6, 2014, he underwent a procedure called transforaminal lumbar interbody fusion LS-S1. He was confirmed in the hospital for nine days and received continuous physiotherapy.[10]

Respondent claimed that despite the procedure and all the physiotherapy, he was not restored to his former health status. Thus, he sought further treatment from Dr. Manuel Fidel M. Magtira who declared him as permanently

unfit to resume his sea duties in any capacity.[11]

Resultantly, he demanded from the petitioners the payment of disability benefits under the CBA. When the latter refused his demand and argued that the CBA does not apply since no accident happened during the term of his employment and that the POEA-SEC contract shall govern his claim, respondent initiated grievance proceedings at the AMOSUP office. Thereat, the parties failed to reach an amicable resolution, hence, the proceedings were declared deadlocked. The complaint was then brought to the NCMB which referred the matter to conciliation-mediation proceedings. On October 20, 2014, the parties submitted the case to the jurisdiction of the Panel of Voluntary Arbitrators.[12]

A motion to transfer the case to the National Labor Relations Commission (NLRC) dated November 17, 2014 was submitted by the petitioners' counsel. An opposition to the motion to transfer venue was submitted on November 21, 2014. Three days later, the Panel of Arbitrators denied the motion and directed the parties to submit their respective position papers and subsequent responsive pleadings.[13]

NCMB Ruling

The NCMB resolved the case and ruled that respondent's claim for the injury suffered falls right within the provisions of the CBA.[14] Thus, as the law between the parties, the CBA should be given effect and applied in full force.[15] The dispositive portion of the ruling states:

WHEREFORE, premise[s] considered, respondents BAHIA SHIPPING SERVICES and/or FRED[.]JOLSEN CRUISE LINES, are hereby directed to jointly and severally pay complainant Roberto T. Castillo, the amount of Ninety Thousand US Dollars (US90,000.00) as disability benefits, or its peso equivalent at the time of payment plus ten percent of the total amount as attorney's fees.

All other claims are dismissed for lack of merit.

SO DECIDED.[16]

A motion for reconsideration was filed by the petitioners which was later denied by the NCMB for lack of merit.[17]

CA Ruling

The CA anchored its ruling on Article 262-A of the Labor Code particularly on the reglementary period for filing an appeal.[18] Noting the delay in the filing, the CA decided:

WHEREFORE, the instant appeal is DISMISSED.

SO ORDERED.[19]

A motion for reconsideration was filed by the petitioners but the same was denied for lack of merit.[20]

Issues

I.

THE TIMELINESS OF THE APPEAL BY HEREIN PETITIONERS TO THE CA.

II.

ENTITLEMENT OF RESPONDENT TO PERMANENT DISABILITY BENEFITS UNDER THE CBA AND ATTORNEY'S FEES.

The Ruling of the Court

The petition is impressed with merit.

Timeliness of the appeal

After the denial of their motion for reconsideration before the NCMB, the petitioners filed their appeal to the CA on August 10, 2015, exactly 14 days from the date of their receipt of the copy of the Decision. According to the appellate court, it was belatedly filed under Article 276-A of the Labor Code. The ruling in *Philippine Electric Corp. v. Court of Appeals*,^[21] wherein it was enunciated that the Voluntary Arbitrator's decision must be appealed before the CA within 10 calendar days from receipt of the decision as provided in Article 276-A,^[22] was cited by the CA in dismissing the appeal. Further, it was explained that the failure of the petitioners to perfect their appeal within the reglementary period rendered the decision of the panel of Voluntary Arbitrators final and executory and corollarily, it deprived the appellate court of jurisdiction to alter the final judgment much less entertain the appeal.^[23]

Apparently, this case calls for clarification as to which reglementary period shall be followed in appealing the decisions or awards of a Voluntary Arbitrator or a panel of Voluntary Arbitrators. This matter was already settled in the 2018 case of *Guagua National Colleges v. Court of Appeals, et al.*^[24] This Court exhaustively discussed the matter and resonated its ruling in the 2010 case of *Teng v. Pagahac*:^[25]

In the exercise of its power to promulgate implementing rules and regulations, an implementing agency, such as the Department of Labor, is restricted from going beyond the terms of the law it seeks to implement; it should neither modify nor improve the law. The agency formulating the rules and guidelines cannot exceed the statutory authority granted to it by the legislature.

By allowing a 10-day period, the obvious intent of Congress in amending Article 263 to Article 262-A is to provide an opportunity for the party adversely affected by the VA's decision to seek recourse via a motion for reconsideration or a petition for review under Rule 43 of the Rules of Court filed with the CA. Indeed, a motion for reconsideration is the more appropriate remedy in line with the doctrine of exhaustion of administrative remedies. For this reason, an appeal from administrative agencies to the CA via Rule 43 of the Rules of Court requires exhaustion of available remedies as a condition precedent to a petition under that Rule.

The requirement that administrative remedies be exhausted is based on the doctrine that in providing for a remedy before an administrative agency, every opportunity must be given to the agency to resolve the matter and to exhaust all opportunities for a resolution under the given remedy before bringing an action in, or resorting to, the courts of justice. Where Congress has not clearly required exhaustion, sound judicial discretion governs, guided by congressional intent.

By disallowing reconsideration of the VA's decision, Section 7, Rule XIX of DO 40-03 and Section 7 of the 2005 Procedural Guidelines went directly against the legislative intent behind Article 262-A of the Labor Code. These rules deny the VA the chance to correct himself and compel the courts of justice to prematurely intervene with the action of an administrative agency entrusted with the adjudication of controversies coming under its special knowledge, training and specific field of expertise. In this era of clogged court dockets, the need for specialized administrative agencies with the special knowledge, experience and capability to hear and determine promptly disputes on technical matters or intricate questions of facts, subject to judicial review, is indispensable. In *Industrial Enterprises, Inc. v. Court of Appeals*, we ruled that relief must first be obtained in an administrative proceeding before a remedy will be supplied by the courts even though the matter is within the proper jurisdiction of a court [26] (Emphasis in the original)

Consequently, it was settled that the 10-day period stated in Article 276-A should be understood as the period within which the party adversely affected by the ruling of the Voluntary Arbitrators or Panel of Arbitrators may file a motion for reconsideration. Only after the resolution of the motion for reconsideration may the aggrieved

party appeal to the CA by filing a petition for review within 15 days from notice under Section 4 of Rule 43 of the Rules of Court.[27]

Pursuant to the ruling in the case of Guagua National Colleges, this Court now rules that the appeal was timely filed by the petitioners.

Entitlement to disability benefits

This Court is certain that respondent is entitled to disability benefits. The question really is, is respondent entitled to permanent total disability benefits under the CBA or the POEA-SEC which integrated the 2000 Amended Standard Terms and Conditions Governing the Employment of Filipino Seafarers on Board Ocean-Going Vessels?[28]

The respondent averred that his condition was caused by an accident he figured during the term of his employment. He categorized the click on his back when he reached for a table napkin about four feet down in the cart as an accident, and thus opined that he is entitled to claim under the CBA. The petitioners, on the other hand, refused to pay respondent's demand for payment of disability benefits, and initially argued that the CBA only covers injuries arising from accidents. According to them, since respondent never figured in an accident during the term of his employment, his claim must be under the POEA-SEC and not the CBA.

We agree with the petitioners.

A review of the CBA revealed that-

Disability:

A seafarer who suffers injury as a result of an accident from any cause whatsoever whilst in the employment of the Owners/Company, regardless of fault, including accidents occurring whilst traveling to or from the Ship and whose ability to work is reduced as a result thereof, shall in addition to sick pay, be entitled to compensation according to the provisions of this Agreement.

[x x x x]

Degree of Disability Rate of Compensation

Groups 2 & 3

Group 1

%

USD

USD

100

90,000

110,000

[x x x x]

Regardless of the degree of disability, an injury which results in loss of profession will entitle the Seafarer to the full amount of compensation, USD ninety-thousand (90,000) for Ratings (Groups 2 & 3) and USD one-hundred and ten thousand (110,000) for Officers (Group 1). For the purpose of this Article, loss of profession means when

the physical condition of the Seafarer prevents a return to sea service, under applicable national and international standards or when it is otherwise clear that the Seafarer's condition will adversely prevent the seafarer's future of comparable employment on board ships. (Emphasis ours)

Clearly, the CBA only covers injuries as results of accidents during the seafarer's employment. The definition of the word "accident" has been laid out in the case of *NFD International Manning Agents, Inc./Barber Management Ltd. v. Illescas*:^[29]

Black's Law Dictionary defines "accident" as "[a]n unintended and unforeseen injurious occurrence; something that does not occur in the usual course of events or that could not be reasonably anticipated, x x x [a]n unforeseen and injurious occurrence not attributable to mistake, negligence, neglect or misconduct."^[30]

The Philippine Law Dictionary defines the word "accident" as "[t]hat which happens by chance or fortuitously, without intention and design, and which is unexpected, unusual and unforeseen."^[31]

"Accident," in its commonly accepted meaning, or in its ordinary sense, has been defined as:

[A] fortuitous circumstance, event, or happening, an event happening without any human agency, or if happening wholly or partly through human agency, an event which under the circumstances is unusual and unexpected by the person to whom it happens x x x.

The word may be employed as denoting a calamity, casualty, catastrophe, disaster, an undesirable or unfortunate happening; any unexpected personal injury resulting from any unlooked for mishap or occurrence; any unpleasant or unfortunate occurrence, that causes injury, loss, suffering or death; some untoward occurrence aside from the usual course of events.^[32] (Emphasis in the original, citations omitted)

In *NFD International Manning Agents*, a "snap on the back" was categorically declared as not an accident within the definition of the word but an injury sustained by the seafarer from carrying heavy objects.^[33] Similarly, although respondent may not have expected the click on his back when he reached for the napkin, still, it is common knowledge that leaning forward to reach for an object way below, like carrying heavy objects, can cause back injury.^[34] The click on respondent's back when he leaned forward to reach for a napkin is not an accident. Hence, his condition cannot be said to be a result of an accident, that is, an unlooked for mishap, occurrence, or fortuitous event.^[35] His injury cannot be viewed as unusual under the circumstances, and is not synonymous with the term "accident" as defined above. More importantly, it was found that his condition was degenerative, thus, it is conclusively not caused by an accident.

Verily, the CBA provisions on disability are not applicable to respondent's case because it specifically refers to disability sustained after an accident.

Now the Court shall determine whether respondent is entitled to be awarded permanent total disability benefits under the POEA-SEC.

To counter respondent's claim for total permanent disability benefits, petitioners averred that since the respondent's condition is degenerative and not work-related, as his job as a laundryman did not entail any lifting/pulling/pushing heavy objects,^[36] he is not entitled to disability benefits even under the POEA-SEC. They argued that the since the POEA-SEC requires the concurrence of two elements for an injury or illness to be compensable: first, that the illness must be work-related; and second, that the work related illness must have existed during the term of the seafarer's employment contract,^[37] his condition, not being work-related, is not compensable.

The petitioners further claimed that it was legally erroneous for the NCMB to rule that there was no final medical

assessment by the company- designated physician as the condition of the respondent was not work-related. Being so, there can be no disability assessment or fit to work assessment.[38]

This Court is not convinced.

Work-related illness has been defined as "any sickness resulting in disability or death as a result of an occupational disease listed under Section 32-A of this contract with the conditions set therein satisfied." [39] However, the POEA-SEC's definition of a work-related illness does not necessarily mean that only those illnesses listed under Section 32-A are compensable. Section 20(B)(4) of the POEA-SEC provides that illnesses not listed under Section 32 are disputably presumed as work-related.

The legal presumption of work-relatedness was borne out from the fact that the said list cannot account for all known and unknown illnesses/diseases that may be associated with, caused or aggravated by such working conditions, and that the presumption is made in the law to signify that the non-inclusion in the list of occupational diseases does not translate to an absolute exclusion from disability benefits.[40] Given the legal presumption in favor of the seafarer, he may rely on and invoke such legal presumption to establish a fact in issue.[41] "The effect of a presumption upon the burden of proof is to create the need of presenting evidence to overcome the prima facie case created, thereby which, if no contrary proof is offered, will prevail." [42]

Here, the finding of the company-designated physician clearly stated that:

Condition is degenerative disorder which can be brought about by aging, injury/trauma, "wear and tear" on the spine by virtue of (heavy work, lifting/pulling/pushing heavy objects and can be work-related if the nature of his job involves such risk factors." [43] (Emphasis supplied)

Contrary to the allegations of the petitioners, the findings of the company-designated physician did not include a conclusion that the condition is not work-related. In truth, the medical report stated that respondent's degenerative condition can be brought about by the wear and tear on the spine by virtue of heavy work, lifting/pulling/pushing heavy objects. It also expressed that his condition is work-related if the nature of his job involves the risk factors. But the petitioners, to avoid the payment of disability benefits to the respondent, claimed that his job did not entail lifting/pulling/pushing heavy objects.

This Court finds their allegation ridiculous.

To say that respondent's job as a laundryman in a cruise ship did not entail lifting/pulling/pushing heavy objects is utterly wrong. Is it not that the duties of a laundryman in a cruise ship may include, but not limited to, washing, folding, and pressing, or dry cleaning of passenger laundry; washing and folding of tablecloths, tablemats, bed sheets, pillow cases, napkins, towels, washcloths, bathmats and any other linen from any department on board, uniforms and suits from any departments; and cleaning and maintenance of laundry facilities, equipment, machinery and storage? [44] A laundryman's job undoubtedly requires lifting, pulling, or pushing heavy objects to efficiently perform his duties. Such factors definitely caused or aggravated respondent's degenerative condition which he acquired during the time of his employment. Certainly then, his condition is work-related.

The petitioners' allegation, without any proof, that respondent's job does not entail lifting/pulling/pushing heavy objects definitely is not sufficient to overcome the legal presumption that his condition is work-related. Hence, the presumption stands.

Moving on, a seafarer's mere inability to perform his or her usual work after 120 days does not automatically lead to entitlement to permanent and total disability benefits because the 120-day period for treatment and medical evaluation by a company-designated physician may be extended to a maximum of 240 days.[45]

In *Orient Hope Agencies, Inc. v. Jara*,^[46] this Court ruled:

The 120-day period mandated in Section 20(B) of the POEA-SEC, within which a company-designated physician should declare a seafarer's fitness for sea duty or degree of disability, should be harmonized with Article 198 [192](c)(1) of the Labor Code, in relation with Book IV, Title II, Rule X of the Implementing Rules of the Labor Code, or the Amended Rules on Employee Compensation. Book IV, Title II, Article 198 [192](c)(1) of the Labor Code, as amended, reads:

Article 198. [192] Permanent total disability. - x x x

x x x x

(c) The following disabilities shall be deemed total and permanent:

(1) Temporary total disability lasting continuously for more than one hundred twenty days, except as otherwise provided for in the Rules;

x x x x

Meanwhile, Rule X, Section 2 of the Implementing Rules of the Labor Code, reads:

Section 2. Period of entitlement.-(a) The income benefit shall be paid beginning on the first day of such disability. If caused by an injury or sickness it shall not be paid longer than 120 consecutive days except where such injury or sickness still requires medical attendance beyond 120 days but not to exceed 240 days from onset of disability in which case benefit for temporary total disability shall be paid. However, the System may declare the total and permanent status at any time after 120 days of continuous temporary total disability as may be warranted by the degree of actual loss or impairment of physical or mental functions as determined by the System.^[47] (Emphasis supplied and citations omitted)

Under the law and jurisprudence, the company-designated physician's failure to issue a final and definitive medical assessment within the 240-day extended period transforms respondent's disability to permanent and total disability.^[48]

Well-settled is the rule that a total disability does not require that the employee be completely disabled, or totally paralyzed.^[49] What is necessary is that the injury must be such that the employee cannot pursue his or her usual work and earn from it. Furthermore, a total disability is considered permanent if it lasts continuously for more than 120 days.^[50] What is crucial is whether the employee who suffers from disability could still perform his work notwithstanding the disability he incurred.^[51] Apparently, in this case, respondent was not able to return to his job as a seafarer even after the lapse of more than the 240-day period of medical care, procedure, and therapy. This is confirmed by the failure of the company-designated physician to issue a certification as to the fitness to engage in sea duty or disability even after the lapse of the 240-day period. Such failure rendered the respondent entitled to permanent disability benefits.

Accordingly, what should govern the computation of his disability benefits is the POEA-SEC incorporating the 2000 POEA Amended Standard Terms and Conditions. Under Section 20 (B), paragraph 6, of the 2000 POEA Amended Standard Terms and Conditions, to wit:

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:

xxxx

6. In case of permanent total or partial disability of the seafarer caused by either injury or illness the seafarer shall be compensated in accordance with the schedule of benefits enumerated in Section 32 of this Contract. Computation of his benefits arising from an illness or disease shall be governed by the rates and the rules of compensation applicable at the time the illness or disease was contracted.[52] (Emphases and underscoring supplied)

Under the schedule of disability in Section 32 of the 2000 POEA Amended Standard Terms and Conditions, permanent total disability is classified as Grade I. Thus, respondent's disability benefit should be computed as follows:

Grade 1: US\$50,000.00 x 120% = US\$60,000.00[53]

Attorney's fees

Article 2208 of the New Civil Code of the Philippines states the policy that should guide the courts when awarding attorney's fees to a litigant.

Art. 2208. In the absence of stipulation, attorney's fees and expenses of litigation, other than judicial costs, cannot be recovered, except:

x x x x

(8) In actions for indemnity under workmen's compensation and employer's liability laws;

In all cases, the attorney's fees and expenses of litigation must be reasonable.

Respondent incurred legal expenses after the petitioners denied him his disability benefits and was thus forced to file an action to recover the same. Considering that he was constrained to litigate with counsel in all the stages of this proceeding, this Court considers 10% of the total monetary award as appropriate and commensurate under the circumstances of this petition.[54]

WHEREFORE, the petition is PARTIALLY GRANTED. The May 31, 2016 Decision, as well as the Resolution dated October 21, 2016, of the Court of Appeals is hereby REVERSED. Petitioners Bahia Shipping Services, Inc. and Fred. Olsen Cruise Lines are hereby ordered jointly and severally to pay respondent Roberto F. Castillo the following:

- his total permanent disability benefits in the amount of US\$60,000.00 or its equivalent amount in Philippine currency at the time of payment; and
- ten percent (10%) of the total monetary award as attorney's fees.

SO ORDERED.

Leonen, (Chairperson), Gesmundo, Carandang, and Zalameda, JJ., concur.

[*] Spelled as Fred in some parts of the rollo.

[1] Rollo, pp. 3-33.

[2] Id. at 39-47; penned by Associate Justice Magdangal M. De Leon, with the concurrence of Associate Justices

Elihu A. Ybanez and Henri Jean Paul B. Inting (now a Member of this court).

[3] Id. at 49-50.

[4] Id. at 51-70; signed by Chairman AVA Renato O. Bello, with the concurrence of Members AVA Virginia Elbinas and AVA Herminigildo C. Javen.

[5] Id. at 51-52.

[6] Id. at 52-53.

[7] Id. at 53-54.

[8] Id. at 54.

[9] Id. at 6.

[10] Id. at 54.

[11] Id. at 55.

[12] Id. at 57-58.

[13] Id. at 58.

[14] Id. at 67-68.

[15] Id. at 65.

[16] Id. at 70.

[17] Id. at 71-72.

[18] Id. 44-46.

[19] Id. at 46.

[20] Id. at 49-50.

[21] 794 Phil. 686 (2014).

[22] Art. 262-A. PROCEDURES. - x x x

x x x x

Unless the parties agree otherwise, it shall be mandatory for the Voluntary arbitrator or panel of Voluntary Arbitrators to render an award or decision within twenty (20) calendar days from the date of submission of the dispute to voluntary arbitration.

The award or decision of the Voluntary Arbitrator or panel of Voluntary Arbitrators shall contain facts and the law on which it is based. It shall be final and executory after ten (10) calendar days from receipt of the copy of the award or decision by the parties.

Upon motion of any interested party, the Voluntary Arbitrator or panel of Voluntary Arbitrators or the Labor Arbiter in the region where the movant resides, in case of the absence or incapacity of the Voluntary Arbitrator or panel of Voluntary Arbitrators, for any reason, may issue a writ of execution requiring either the sheriff of the Commission or regular courts any public official whom the parties may designate in the submission agreement to execute the final decision, order or award. (Emphasis ours.)

- [23] Rollo, p. 46.
- [24] G.R. No. 188492, August 28, 2018, 878 SCRA 362.
- [25] 649 Phil. 460 (2010).
- [26] Guagua National Colleges v. Court of Appeals, et al., supra note 24 at 383-384.
- [27] Id. at 381.
- [28] Fil-Star Maritime Corporation, et al. v. Rosete, 677 Phil. 262, 274-275 (2011).
- [29] 646 Phil. 244 (2010).
- [30] Id.
- [31] Id.
- [32] Id. at 260.
- [33] Id. at 260-261.
- [34] Id. at 261.
- [35] Id. at 260
- [36] Id. at 7.
- [37] Id. at 62.
- [38] Id. at 25.
- [39] Phil-man Marine Agency, Inc. et al. v. Dedace, Jr., G.R. No. 199162, July 4, 2018, 870 SCRA 445, 459.
- [40] Romana v. Magsaysay Maritime Corporation, et al., 816 Phil. 194, 203-204 (2017).
- [41] Id. at 204.
- [42] Id.
- [43] Id. at 7.
- [44] <https://www.allcruisejobs.com/i11031/laundryman/>; <http://www.windrosenetwork.com/Jobs-on-Cruise-Ships-Laundry-Department>; <https://www.cruiseshipjob.com/mvc/j121-?Norwegian-Cruise-Line-jobs-Laundry-Attendant>. > (visited July 15, 2020). <
- [45] Orient Hope Agencies. Inc.. et al. v. Jara, G.R. No. 204307, June 06, 2018, 864 SCRA 428, 443.
- [46] Id. at 260
- [47] Id. at 260 at 441-442.
- [48] Id. at 440.
- [49] Fil-Star Maritime Corporation, et al. v. Rosete, supra note 28 at 274.
- [50] Id.
- [51] Id.

[52] Id. at 275.

[53] Id. at 276.

[54] Sharpe Sea Personel Inc., et al. v. Mabunay, Jr., G.R. No. 206113, November 6, 2017, 844 SCRA 18.

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