

CHRISTIAN ALBERT A. CARIÑO, PETITIONER, V. MAINE MARINE PHILS., INC., MISUGA KAIUN CO. LTD., AND CORAZON GUESE-SONGCUYA, RESPONDENTS.*G.R. No. 231111. October 17, 2018*Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-231111/>**CAGUIOA, J:**

Petitioner Christian Albert A. Cariño (Cariño) filed a petition for review on certiorari[1] (Petition) under Rule 45 of the Rules of Court assailing the Decision[2] dated December 16, 2016 and Resolution[3] March 30, 2017 of the Court of Appeals (CA) in CA-G.R. SP No. 141797. The CA dismissed the petition for certiorari and affirmed the National Labor Relations Commission (NLRC)'s Resolution[4] dated April 17, 2015 which ruled that Cariño was not entitled to disability benefits and other money claims. The NLRC reversed and set aside the Labor Arbiter's (LA) Decision[5] dated January 13, 2015 which awarded permanent and total disability benefits, sickness allowances, moral and exemplary damages, and attorney's fees.

Facts

The CA summarized the antecedents as follows:

A complaint for permanent and total disability benefits, payment of sickness allowance, reimbursement of medical and related expenses, damages and attorney's fees was filed by Christian Albert Cariño, (Cariño, for short), as complainant, against Maine Marine Philippines, Inc., Misuga Kaiun Co., Ltd. and Corazon Guese-Songcuya, as respondents, before the labor arbiter, docketed as NLRC Case No. RAB-1 (OFW-S) 03-1039-14 (LU-2).

In his Position Paper, Complainant Cariño alleged that he was hired by respondents as deck boy aboard "M/V Raga" with a basic monthly salary of US\$235.00 and for a duration of nine (9) months; he underwent a pre-employment medical examination and was declared as fit to work; his primary task was to clean the deck area and deck fittings; on August 9, 2013, while performing his duties, he accidentally slipped into a manhole; due to said accident, he experienced severe pain [in] his right ankle and was immediately brought to the ship hospital; he was given a cold pack to reduce the swelling of his ankle and feet and thereafter, his ankle was bandaged; pain relievers [were] likewise given to him to alleviate the pain; thereafter, on August 14, 2013, he was brought to Vishwa Sanjivani Health Center in Mormogao, India for medical treatment; his x-ray examination showed that he sustained multiple fractures on his right fibula and malleolar fracture of right ankle, thus, he underwent an emergency operation wherein a steel plate and screws were embedded in the affected areas of his right foot and a cast was placed to immobilize the affected area; he was discharged [on] August 15, 2013 and was advised to rest at the ship's cabin; he was repatriated for medical reasons on August 17, 2013; after his arrival, he was referred to Dr. Tacata of Manila Doctors Hospital who merely removed the suture from [the] operation and advised him of the next schedule for a follow-up; on September 10, 2013, he reported to the NGC Medical Clinic and his feet [were] cleaned and [the] dressing changed; during said visit, he was informed by NGC Medical Clinic that Respondent Maine Marine withheld approval of further treatment and was advised to await approval; despite his persistent demands and repeated follow-ups, the schedule of his next treatment never came; he sent a Letter dated October 28, 2013 to Respondent [Maine

Marine] requesting for approval of further treatment and release of his sickness allowance; as result of respondents' continuing refusal to provide him medical attention, he was constrained to consult an independent doctor, Dr. Nicanor F. Escutin, a Specialist on Orthopedic Surgery, to assess his condition; Dr. Nicanor F. Escutin issued an Orthopedic Evaluation dated March 5, 2014 stating that due to a problem [with] his right ankle, he cannot perform strenuous and vigorous activities of a seaman therefore, he is unfit to be a seaman in whatever capacity; as his injury is work-related and given the failure of the company-designated physician to make an assessment of his condition after the lapse of 120 days, he is entitled to permanent and total disability benefits, sickness allowance, damages and attorney's fees.

On the other hand, respondents, in their Position Paper, argued that they provided the necessary medical attention to complainant as evidenced by the 1[st] Medical Report and 2[nd] Medical Report; his next appointment was on September 17, 2013 but complainant no longer reported back for further treatment as evidenced by the Medical Report dated September 30, 2013 issued by the company-designated physician; on December 27, 2013, instead of getting himself treated, complainant filed a complaint for disability benefits but was later withdrawn; thereafter, on March 13, 2014, complainant filed this complaint; complainant is not entitled to permanent and total disability benefits because he abandoned his medical treatment with the company-designated physician; the Medical Advice dated September 2, 2013 showed that complainant's condition is good and that he will be declared fit to work after treatment; complainant's claim for damages is unjustified and without basis as they have complied in good faith with their contractual obligations.

In his Reply, complainant denied abandoning his medical treatment and presented the series of conversations (SMS and facebook chat conversations) between him and a certain Yhang Talavera, a personnel of Respondent Maine Marine, from September 12, 2013 to October 17, 2013. He further alleged that since the approval of medical treatment and replacement of the cast never came, he wrote a formal letter requesting for treatment as his condition has worsened but respondents never replied; he also had the right to seek the care of a physician of his choice in view of respondents' abdication of their duty to provide him medical treatment.

Respondents, in their Reply, countered that complainant is not entitled to disability compensation as he failed to present the purported CBA. Moreover, the findings of complainant's own physician is (sic) unreliable. In fact, his own physician failed to assign a disability grade. They reiterated that complainant abandoned his treatment, thus, he had forfeited his right to claim disability benefits.[6]

LA's Decision

In his Decision, the LA ruled in Cariño's favor, and found that: (a) his employment contract, which was approved by the Philippine Overseas Employment Administration (POEA), specifically stated that it is covered by the IBF JSU/AMOSUP-IMMAJ[7] Collective Bargaining Agreement (CBA);[8] (b) Cariño did not abandon his medical treatment but rather the respondent Maine Marine Phils., Inc. (Maine Marine) ignored his plea for medical examination as seen through the exchange of messages between Cariño and Yhang Talavera (Talavera), where it was revealed that Cariño had been consistently inquiring as to when would his continued medical examination be approved, considering that he also had to rely on Maine Marine for travel expenses from La Union to Manila for treatment, but Maine Marine ignored his requests, thus negating Maine Marine's allegation that Cariño had abandoned his medical treatment;[9] (c) from his medical repatriation on August 16, 2013[10] until the last hearing with the LA on November 18, 2014, he needed a pair of crutches to move from one place to another, which meant that he was obviously unfit for sea duty;[11] and (d) respondents were liable for moral and exemplary damages and attorney's fees for giving Cariño a run around for which he was compelled to engage the services of a counsel.[12]

The dispositive portion of the LA's Decision reads:

IN VIEW THEREOF, judgment is hereby rendered directing MAINE MARINE PHILIPPINES, INC. and

CORAZON GUESE- SONGCUYA, to jointly and severally pay the claims of complainant as follows:

- Permanent and Total Disability Benefits – US\$100,000.00
- Sickness Allowance for 120 days – US\$939.60
- Moral damages – P50,000.00
- Exemplary damages – P50,000.00

plus 10% of the monetary award as attorney's fees.

SO ORDERED.[13]

NLRC's Resolution

On appeal by Maine Marine, the NLRC reversed the LA's Decision, thus:

WHEREFORE, the Motion to Suspend the Proceedings and to Order Complainant-Appellee to report to the Company-Designated Doctor filed by respondents Maine Marine Philippines, Inc., Misuga Kaiun Co. Ltd., and Corazon Guese-Songcuya, is DENIED for lack of merit. On the other hand, the appeal filed by respondents is GRANTED. The Decision dated 13 January 2015 is REVERSED and SET ASIDE and a new one is hereby entered DISMISSING the complaint for total and permanent disability compensation and all other money claims.

SO ORDERED.[14]

The NLRC held that: (a) Cariño failed to observe the mandatory procedures under the 2010 POEA-Standard Employment Contract[15] (POEA--SEC) when the company-designated physicians were deprived of the opportunity to determine his fitness to work when he failed to appear during his scheduled treatment;[16] (b) Cariño had prematurely filed the complaint with the NLRC, having been filed only 198 days from reporting to the company--designated physician on August 27, 2013;[17] and (c) the medical certificate of Cariño's doctor, Dr. Nicanor Escutin[18] (Dr. Escutin), was based only on his medical history, and not on a thorough examination conducted by Dr. Escutin himself, and that it failed to provide Cariño's disability grade. [19]

CA's Decision

On certiorari by Cariño, the CA affirmed the NLRC's Resolution, thus:

WHEREFORE, premises considered, the petition is DISMISSED. The assailed (i) Resolution dated April 17, 2015 and the subsequent (ii) Resolution dated June 16, 2015 of the National Labor Relations Commission (NLRC) in NLRC LAC No. 02-000174-15/NLRC RAB I (OFW-S) 03-1039-14 (LU-2) are AFFIRMED.

SO ORDERED.[20]

The CA ruled that Cariño himself deprived the company-designated physician the opportunity to assess whether he was fit to work or his disability rating when he failed to report to the doctor on the scheduled check-up date on September 17, 2013.[21] For the CA, even though Cariño presented the messages between him and Talavera, there was nothing in the conversation that signified that he was no longer subject to evaluation or treatment by the company-designated physician.[22] Therefore, the failure to arrive at an assessment was not the fault of the company-designated physician but because of Cariño's refusal to cooperate and undergo further treatment.[23]

Hence, this Petition.

Issue

Whether the CA erred in ruling that Cariño had abandoned his treatment with the company-designated physician so as to deny him permanent and total disability benefits.

The Court's Ruling

The Petition is granted.

As a rule, "[i]n appeals by certiorari under Rule 45 of the Rules of Court, the task of the Court is generally to review only errors of law since it is not a trier of facts, a rule which definitely applies to labor cases." [24] As the Court ruled in *Scanmar Maritime Services, Inc. v. Conag* [25]: "But while the NLRC and the LA are imbued with expertise and authority to resolve factual issues, the Court has in exceptional cases delved into them where there is insufficient evidence to support their findings, or too much is deduced from the bare facts submitted by the parties, or the LA and the NLRC came up with conflicting findings x x x." [26]

Here, the factual findings of the LA vis-a-vis the NLRC as confirmed by the CA are conflicting. Further, there was insufficient evidence to support the factual findings of the NLRC and CA. The foregoing warrants a review of the factual findings of the NLRC and CA.

Petitioner did not abandon his medical treatment.

Both the NLRC and CA ruled that Cariño violated Section 20(A) of the POEA-SEC when he failed to appear during his September 17, 2013 schedule with the company-designated physician. On the other hand, the LA found that Cariño had fervently and consistently requested for approval of his request for approval of his medical procedures, but his requests were ignored. The Court agrees with the LA.

Indeed, Cariño failed to appear during his September 17, 2013 appointment with the company-designated physician. But, as shown below, he cannot be faulted for this because it was his employer that failed to pay his sickness allowance and to confirm the approval of his medical treatment, causing him to fail to appear during the September 17, 2013 appointment.

The employer has the duty to provide all the medical treatment to a medically repatriated seafarer. It also has to pay the sickness allowance based on his daily wage until the seafarer is declared fit. This is clear from Section 20(A)(2) and (3) of the POEA-SEC. Section 20(A) of the POEA-SEC states:

SECTION 20. COMPENSATION AND BENEFITS

A. 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:

- The employer shall continue to pay the seafarer his wages during the time he is on board the ship;
- If the injury or illness requires medical and/or dental treatment in a foreign port, the employer shall be liable for the full cost of such medical, serious dental, surgical and hospital treatment as well as board and lodging until the seafarer is declared fit to work or to be repatriated. However, if after repatriation, the seafarer still requires medical attention arising from said injury or illness, he shall be so provided at cost to the employer until such time he is declared fit or the degree of his disability has been established by the company--designated physician.
- In addition to the above obligation of the employer to provide medical attention, the seafarer shall also receive sickness allowance from his employer in an amount equivalent to his basic wage computed from the time he signed off until he is declared fit to work or the degree of disability has been assessed by the company-designated physician. The period within which the seafarer shall be entitled to his sickness allowance

shall not exceed 120 days. Payment of the sickness allowance shall be made on a regular basis, but not less than once a month.

The seafarer shall be entitled to reimbursement of the cost of medicines prescribed by the company-designated physician. In case treatment of the seafarer is on an out-patient basis as determined by the company-designated physician, the company shall approve the appropriate mode of transportation and accommodation. The reasonable cost of actual traveling expenses and/or accommodation shall be paid subject to liquidation and submission of official receipts and/or proof of expenses.

For this purpose, the seafarer shall submit himself to a post-employment medical examination by a company-designated physician within three working days upon his return except when he is physically incapacitated to do so, in which case, a written notice to the agency within the same period is deemed as compliance. In the course of the treatment, the seafarer shall also report regularly to the company-designated physician specifically on the dates as prescribed by the company--designated physician and agreed to by the seafarer. Failure of the seafarer to comply with the mandatory reporting requirement shall result in his forfeiture of the right to claim the above benefits.

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 doctor's decision shall be final and binding on both parties. (Additional emphasis supplied)

In fact, in *The Late Alberto B. Javier v. Philippine Transmarine Carriers, Inc.*,^[27] the Court ruled that the POEA-SEC contemplates three liabilities of the employer when a seafarer is medically repatriated: (a) payment of medical treatment of the employee, (b) payment of sickness allowance, both until the seafarer is declared fit to work or when his disability rating is determined, and (c) payment of the disability benefit (total or partial), in case the seafarer is not declared fit to work after being treated by the company-designated physician. Thus:

Accordingly, Section 20-B (2), paragraph 2, of the POEA--SEC imposes on the employer the liability to provide, at its cost, for the medical treatment of the repatriated seafarer for the illness or injury that he suffered on board the vessel until the seafarer is declared fit to work or the degree of his disability is finally determined by the company-designated physician. This liability for medical expenses is conditioned upon the seafarer's compliance with his own obligation to report to the company-designated physician within three (3) days from his arrival in the country for diagnosis and treatment. The medical treatment is aimed at the speedy recovery of the seafarer and the restoration of his previous healthy working condition.

Since the seafarer is repatriated to the country to undergo treatment, his inability to perform his sea duties would normally result in depriving him of compensation income. To address this contingency, Section 20-B (3), paragraph 1, of the POEA-SEC imposes on the employer the obligation to provide the seafarer with sickness allowance that is equivalent to his basic wage until the seafarer is declared fit to work or the degree of his permanent disability is determined by the company-designated physician. The period for the declaration should be made within the period of 120 days or 240 days, as the case may be.

Once a finding of permanent (total or partial) disability is made either within the 120-day period or the 240-day period, Section 20-B (6) of the POEA-SEC requires the employer to pay the seafarer disability benefits for his permanent total or partial disability caused by the work related illness or injury. In practical terms, a finding of permanent disability means a permanent reduction of the earning power of a seafarer to perform future sea or on board duties; permanent disability benefits look to the future as a means to alleviate the seafarer's financial condition based on the level of injury or illness he incurred or contracted.

The separate treatment of, and the distinct considerations in, these three kinds of liabilities under the POEA-SEC can only mean that the POEA-SEC intended to make the employer liable for each of these three kinds of liabilities. In other words, employers must: (1) pay the seafarer sickness allowance equivalent to his basic wage in addition to the medical treatment that they must provide the seafarer with at their cost; and (2)

compensate the seafarer for his permanent total or partial disability as finally determined by the company-designated physician.[28]

Here, the LA was correct that even though the company-designated physician scheduled a check-up on September 17, 2013, Cariño's failure to attend the same was not because he abandoned his treatment; rather, it was because Maine Marine, as confirmed by Talavera, had not approved his medical examination and the reimbursement of expenses. As the LA found:

The claim of respondents that complainant abandoned his medical treatment on 17 September 2013 is not true. The claim of respondents is belied by the fact that Christian Albert Cariño had been asking Yhang Talavera, through his facebook account as to when will his medical examination be approved (Note: gandang gabi po maam tanong ko lang po maam kung kailan po ma approve yung cast po para sa paa ko maam. Sent 9/9 5:38p.m. The reply of Yhang Talavera was: Hi sir. Naku everyday ko din po iniisip yan. Andami din pong nagfapollow up sa akin. Pacensya na po. Don't (sic) [p]ag nagreply na po tawagan po kita agad pasensya na po talaga. Thank you - sent 9/18 - 5:40pm.) (See page 220, records).

Complainant did not receive any message from respondents as to when he shall be scheduled for medical examination. Thus, on 23 September 2013 at 2:18p.m. he sent a text message to Yhang Talavera, to ask: "[kailan] po ma approve yon cast ng paa? Y[han]g Talavera's reply was [Hi] sir, pasensya ka na wala pa din po e. wag ka po mag alala aa[p]prove naman po yun wait lang po tayo. Matagal po talaga approval - sent 9:23, 2:28pm. (See page 220, records).

The exchange of communications between Christian Albert Cariño and Yhang Talavera continued on 9 October 2013, when the latter replied: "Hi sir good morning kaka follow up ko lang, wala pa din daw. Sabihan po kita agad pag okay na pasensya na po sir. On 10 October 2013, Yhang Talavera, made the following reply: Hi sir good morning kakafollow up [k]o lang wala pa din daw. Sabihan kita agad pag okay na pasensya na po sir. Thank you po (See page 222, records). On 14 October 2013, Yhang Talavera gave complainant the following reply: Hi sir good afternoon kaka follow up ko lang po wala pa din pong reply si Club kay insurance pasensya na po. [L]agi ko po pina follow up kaso wala pa din po. Wag po kayo mag alala babalitaan po kita kaagad. Than[k] you po (See page 223, records).

These facts show that there was no basis for NGC Medical [C]linic to conclude that complainant abandoned his medical treatment (See page 275, records).

x x x x

It was the local agency that ignored his plea that his medical examination should be continued to determine his fitness or unfitness to work.[29]

Cariño even sent a letter dated October 28, 2013 to Maine Marine where he informed Maine Marine that he needed the sickness allowance to cover the expenses of his travel to go to Manila, and that Maine Marine should approve the continuation of his treatment. His letter states:

Pagdating ko dito sa Pilipinas, ako ay natingnan ni Dr. Tacata sa Manila Doctors ngunit tinanggal lang po ang suture sa aking binti at inischedule para sa follow up at para na rin mapalitan and Walking Cast ko.

Ngunit, noong September 10, pumunta po ako sa NGC. Tiningnan pong doktor doon ang paa ko at nilinisan and inayos lang ang dressing.

Subalit, tinawagan ng doctor ng NGC ang inyong opisina kung pwede na akong magpawalking cast. Pero ang sabi daw po sa inyong opisina ay wala pa kayong approval kaya hindi nanaman natuloy at aking pagpapagamot.

Sa kasalukuyan ay hindi na po ako ipinapagamot ng Maine Marine, sa kabila ng aking malalang pinsala na

natamo sa aking binti, ako ay nagpapagamot at gumagastos para sa aking sarili na walang suportang natatangap mula sa Maine Marine.

Maliban sa P4,000.00 na naibigay sa akin noong Agosto, hindi pa ibinibigay ng inyong opisina ang aking sickness allowance at transportation at medical expenses mula ng ako ay marepatriate. Kailangan ko sana ang sickness allowance para masuportahan ang aking pangangailangan habang ako ay maysakit at ang transportation at medical allowance upang ako ay makapunta sa Maynila upang makapagpagamot at makabili ng mga resetang gamot.

Bilang Manning Agency, sa tingin ko po ay dapat ipagpatuloy ang pagpapagamot sa akin at hindi na lamang basta pabayaan kahit na alam naman ng Maine Marine na hindi pa ako lubusan na magaling buhat sa nangyaring aksidente sa barko.

x x x x

Ako rin po ay nakikiusap na maibigay ang aking sickness allowance at transportation at iba pang gastusin sa lalong madaling panahon dahil ako at ang aking pamilya ay hirap na hirap na.[30]

Respondents' only argument against the foregoing, which the NLRC and CA agreed with, was that Cariño failed to appear during the scheduled check-up on September 17, 2013, thus waiving his right to claim disability benefits.[31] This is egregious error.

As a principle, the POEA-SEC is imbued with public interest; and "its provisions must be construed fairly, reasonably and liberally in favor of the seafarer in the pursuit of his employment on board ocean-going vessels." [32] In reading the provisions of POEA-SEC, the full protection of labor, both local and overseas must be guaranteed.[33] Thus, following the foregoing, the provision of Section 20(A) of the POEA-SEC should be read reasonably and favorably in favor of the seafarer.

The duty of the seafarer to be present during the appointments with the company-designated physician should be viewed together with the duty of the employer to provide medical treatment and pay the sickness allowance of the seafarer. Here, Cariño had a reason for his failure to appear during the scheduled check-up on September 17, 2013: he had no money to pay for his travel expenses from La Union to Manila as Maine Marine had not paid his sickness allowance, and based on his conversation with Talavera, Maine Marine had yet to approve his treatment with the company-designated physician. Cariño had also consistently followed-up with Talavera and even wrote the letter to Maine Marine requesting for the payment of his sickness allowance and the approval of his treatment. Far from abandoning his treatment, he made every effort to ensure his treatment would continue. It was Maine Marine that failed to pay his sickness allowance and to ensure he received medical treatment.

The effect of the NLRC and CA's ruling would put seafarers at the mercy of companies like Maine Marine and effectively violates the Constitution's guarantee of the full protection of labor. Following their ruling, the employers may delay the release of sickness allowance, the reimbursement of expenses, and the provision of medical treatment, and when seafarers fail to appear during the scheduled appointments primarily because they could not afford the expenses in going to the company-designated physicians, they will then be deemed to have abandoned their treatment. This is unjust.

Seafarers like Cariño and their families rely heavily on their basic wages. When the seafarers are medically repatriated, this source of income is put on hold. The payment of the sickness allowance and the reimbursement of medical expenses and the provision of medical treatment were provided in the POEA-SEC precisely to address these difficult and uncertain times for the seafarers and their families.

It is therefore imperative that companies like Maine Marine provide medical treatment and reimburse medical

expenses as soon as possible following the POEA-SEC. The sickness allowance should also be timely and regularly paid while the seafarer is sick as this takes the place of the seafarer's wages. To delay in providing the foregoing would be tantamount to a breach of the employer's obligations under the POEA-SEC, especially if this delay is the very reason for a seafarer's failure to attend a scheduled appointment with the company-designated physician.

What is apparent from the record is that Maine Marine's failure to provide Cariño's sickness allowance, to reimburse his medical expenses, and to ensure that he would be treated, was the reason he failed to appear during the appointment. Cariño could not risk travelling to Manila after having been informed by Talavera that his treatment had yet to be approved, and without any money because of the non-payment of his sickness allowance. To fault him for this, despite all his efforts before and after September 17, 2013 to get approval of his treatment and for the payment of his sickness allowance, is oppressive and unjust.

The company-designated physician and the employer cannot therefore use Cariño's non-appearance during the September 17, 2013 appointment as an excuse for failing to arrive at an assessment within 120 days from the time Cariño reported for assessment. Following *Elburg Shipmanagement Phils., Inc. v. Quiogue, Jr.*,^[34] the company-designated physician's failure to arrive at a final assessment is considered without any justifiable reason, making Cariño's disability total and permanent, thus.:

- 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;
- 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[.][35] (Emphasis supplied)

Cariño is entitled to benefits under the CBA.

As stated above, following Section 20(A)(3) of the POEA-SEC, a seafarer is entitled to sickness allowance equivalent to his basic daily wage until he is declared fit to work or the degree of permanent disability has been assessed by the company-designated physician.

Here, it is also beyond dispute that Maine Marine had not paid Cariño's sickness allowance. For purposes of computing his sickness allowance, Cariño is entitled to sickness allowance for 120 days, as after the lapse thereof, his disability became total and permanent because of the company-designated physician's failure to issue an assessment of his fitness to work or degree of permanent disability. The Court finds that the LA correctly computed the sickness allowance of Cariño for 120 days at US\$939.60, or at a rate of US\$7.83 per day.^[36]

Further, since Cariño's disability is deemed total and permanent, he is also entitled to the total and permanent disability benefit following the CBA of the Associated Marine Officers' and Seamen's Union of the Philippines (AMOSUP).

The CA ruled that Cariño cannot claim under the CBA of the AMOSUP as he failed to prove that he was a member of it,^[37] thus:

x x x There is dearth of evidence showing that he is a member of the Associated Marine Officer's and Seamen's Union of the Philippines (AMOSUP). Also, while petitioner alleged that a CBA supplemented the Contract of Employment, he however failed to present the same to the labor arbiter. A copy thereof was in fact only presented and submitted on appeal. To Our mind, the belated submission of the said CBA without any valid explanation casts doubt on its credibility, specially so when the same is not a newly discovered evidence.^[38]

The CA again egregiously erred.

The issue of submitting evidence for the first time on appeal before the NLRC has already been settled in *Andaya v. National Labor Relations Commission*,^[39] where the Court held that documents submitted for the first time on appeal before the NLRC may be given evidentiary weight since technical rules of evidence are not binding and that "[l]abor officials are encouraged to use all reasonable means to ascertain the facts speedily and objectively, with little resort to technicalities of law or procedure, all in the interest of substantial justice,"^[40] thus:

The fact that the payroll and the CBA were submitted for the first time on appeal before the NLRC does not mean that they cannot be given evidentiary weight. In labor cases, technical rules of evidence are not binding. Labor officials are encouraged to use all reasonable means to ascertain the facts speedily and objectively, with little resort to technicalities of law or procedure, all in the interest of substantial justice. Thus, even if the evidence was not submitted to the labor arbiter, the fact that it was duly introduced on appeal to respondent commission was enough basis for it to admit them.^[41]

Given the foregoing, the CBA submitted by Cariño before the NLRC should have been considered. The CA and Maine Marine cannot use technicalities to bar Cariño from claiming under the CBA when Cariño's Contract of Employment^[42] — which Maine Marine does not contest, and which it even submitted as one of its evidence before the LA — clearly states that Cariño was covered by the CBA of IBF JSU/AMOSUP-IMMAJ. To allow Maine Marine to escape liability on the simple ground that the CBA had been belatedly submitted, when the employment contract which it also signed clearly states that Cariño is covered by the CBA, would be the height of injustice.

Following the CBA,^[43] since Cariño's accident resulting in permanent and total disability happened in 2013, he is entitled to US\$93,154.00^[44] as permanent and total disability benefit.

Damages and attorney's fees

In awarding moral and exemplary damages and attorney's fees, the LA ruled as follows:

Respondents gave complainant [Cariño] a run around when, Ms. Yhang Talavera, a crew personnel of respondents continuously promised to him that she will be informing him of the schedule of his treatment. The promise never came. Complainant was totally dependent on respondents because he did not have the financial resources to travel to Manila for the continuation of his treatment. They used this handicap of complainant in taking advantage of his situation that led them to conclude later that he abandoned his treatment. This act of respondents smacks of bad faith. Hence, they are adjudged to pay complainant P50,000.00 as moral damages.

Complainant repeatedly demanded from Ms. Yhang Talavera, that he should [be] informed of the approval of his medical examination. His request was ignored. His demand was met with an unexpected notice from [t]he NGC Medical Specialist Clinic on 30 September [2]013 that he did not report to the clinic for his treatment (see page 75, records)[.] Respondents neglected, nay reneged on [their] obligation to provide complainant with further medical treatment. He is entitled to recover P50,000.00 as exemplary damages.

Complainant was compelled to engage the services of a lawyer to protect his rights as a worker. Hence, he is entitled to recover 10% of the judgment award as attorney's fees.^[45]

The Court agrees with the LA but increases the moral and exemplary damages to P100,000.00 each because of Maine Marine's incredibly callous treatment of Cariño's situation. Indeed, Maine Marine reneged on its obligation to pay Cariño's sickness allowance, and failed to provide medical treatment, even if Cariño was medically repatriated due to an accident that occurred during the existence of an employment contract with Maine Marine. Cariño repeatedly asked Maine Marine to approve his treatment, but this never came. Worse, despite reneging on its obligation to pay sickness allowance, Maine Marine feigned ignorance of the applicability of the AMOSUP's CBA despite the clear stipulation in Cariño's employment contract. As the Court similarly ruled in *Orient Hope*

Agencies, Inc. v. Jara[46]:

In this case, respondent's travails started when, due to no fault of his, petitioners' ship sunk. Respondent did not receive any disability rating from the company-designated physician despite the lapse of more than seven (7) months of treatment. He demanded disability benefits from petitioners, considering that he had not yet fully recovered from his knee injury, but his demands were unheeded. The uncertainty of his medical condition caused his anxiety about his future as a seafarer.

Indeed, petitioners only submitted the medical report with the Grade 11 disability rating when they filed their Position Paper dated May 27, 2008 with the Labor Arbiter and, accordingly, expressed their willingness to pay disability benefits equivalent only to Grade 11 disability. This reveals petitioners' disregard of respondent's unfortunate plight. Petitioners' bad faith is further evident when they tried to invalidate respondent's complaint for his supposed failure to move for the appointment of a third-party physician as required by the POEA-SEC, when they knew that no prognosis whatsoever was issued by the company-designated physician other than the medical report dated May 29, 2008.

Considering the blithe manner in which petitioners dealt with respondent's condition and the rulings in *Sharp Sea and Magsaysay Maritime*, the amount of P100,000.00 as moral damages would be commensurate to the anxiety and inconvenience suffered by respondent. Exemplary damages of P100,000.00 is also granted by way of example or correction for the public good.[47]

Again, in work-related injuries resulting in a medical repatriation, companies such as *Maine Marine* should consider the significance of the payment of sickness allowance and the medical treatment of the seafarer. These benefits are to aid a seafarer whose source of income is cut short because of an event that is usually beyond their control. Companies like *Maine Marine* should strictly comply with their contractual obligations and not give seafarers the run-around, as what happened in this case. Given *Cariño's* injury and the manner by which he was treated by *Maine Marine*, he is entitled to moral and exemplary damages.

As the LA correctly ruled, *Cariño* is likewise entitled to attorney's fees at ten percent (10%) of the total monetary awards following Article 2208 of the New Civil Code, "which allows its recovery in actions for recovery of wages of laborers and actions for indemnity under the employer's liability laws." [48]

Finally, *Maine Marine* is likewise liable for legal interest at the rate of six percent (6%) per annum from the finality of this Decision until full satisfaction.

Following Section 10[49] of the Migrant Workers and Overseas Filipinos Act of 1995, as amended,[50] respondents are jointly and severally liable for the foregoing monetary awards.

WHEREFORE, premises considered, the Petition is GRANTED. The Decision dated December 16, 2016 and Resolution dated March 30, 2017 of the Court of Appeals in CA-G.R. SP No. 141797 are REVERSED AND SET ASIDE. Respondents are jointly and severally liable to pay *Christian Albert A. Cariño* the following:

(a)

Permanent and total disability benefit in the amount of US\$93,154.00, or its peso equivalent at the time of payment;

(b)

Sickness allowance for 120 days in the amount of US\$939.60, or its peso equivalent at the time of payment;

(c)

Moral damages in the amount of P100,000.00; and,

(d)

Exemplary damages in the amount of P100,000.00;

plus ten percent (10%) of the monetary awards as attorney's fees.

Respondents are likewise liable for legal interest of six percent (6%) per annum of the foregoing monetary awards computed from the finality of this Decision until full satisfaction.

SO ORDERED.

Carpio (Chairperson), Perlas-Bernabe, A. Reyes, Jr., and J. Reyes, Jr.,[*] JJ., concur.

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

[1] Rollo (Vol. I), pp. 36-83, excluding Annexes.

[2] Rollo (Vol. II), pp. 520-543. Penned by Associate Justice Ramon A. Cruz, with Associate Justices Marlene Gonzales-Sison and Maria Elisa Sempio Diy concurring.

[3] Id. at 556-557.

[4] Records (Vol. 1), pp. 273-291. Penned by Commissioner Alan A. Ventura, with Presiding Commissioner Gregorio O. Bilog, III and Commissioner Erlinda T. Agus concurring.

[5] Id. at 258-270. Penned by Executive Labor Arbiter Irenarco R. Rimando.

[6] Id. at 521-523.

[7] All Japan Seamen's Union/Associated Marine Officers' and Seamen's Union of the Philippines-International Mariners Management Association of Japan; see CA rollo, p. 276. Also referred to as IBF-JSU/AMOSUP-IMMAJ in some parts of the records.

[8] Records (Vol. 1), p. 266.

[9] See id. at 266-267.

[10] Id. at 1 and 261.

[11] Id. at 267.

[12] Id. at 269.

[13] Id. at 270.

[14] Id. at 290-291.

[15] AMENDED STANDARD TERMS AND CONDITIONS GOVERNING THE OVERSEAS EMPLOYMENT OF FILIPINO SEAFARERS ON-BOARD OCEAN-GOING SHIPS.

[16] Records (Vol. 1), pp. 283-285.

[17] Id. at 286.

[18] Also referred to as Dr. Esculin in some parts of the records.

[19] Records (Vol. I), pp. 288-289.

[20] Rollo (Vol. II), p. 540.

[21] Id. at 534.

[22] Id.

[23] See id. at 534-535.

[24] Scanmar Maritime Services, Inc. v. Conag, 784 Phil. 203, 212 (2016).

[25] Id.

[26] Id.

[27] 738 Phil. 374 (2014).

[28] Id. at 387-388.

[29] Records (Vol. I), pp. 266-267.

[30] Id. at 52-53.

[31] Id. at 127-128.

[32] The Late Alberto B. Javier v. Philippine Transmarine Carriers, Inc., supra note 27, at 388-389.

[33] Id. at 389.

[34] 765 Phil. 341 (2015).

[35] Id. at 362-363.

[36] Jonathan's basic monthly salary was US\$235.00, divided by 30 days, is equal to US\$7.83; see records (Vol. 1), p. 38.

[37] Rollo (Vol. II), p. 539.

[38] Id.

[39] 502 Phil. 151 (2005).

[40] Id. at 158.

[41] Id.

[42] Records (Vol. I), p. 71.

[43] CA rollo, pp. 276-319.

[44] Id. at 308.

[45] Records (Vol. I), p. 269.

[46] G.R. No. 204307, June 6, 2018.

[47] Id. at 21.

[48] See *Nazareno v. Maersk Filipinas Crewing, Inc.*, 704 Phil. 625, 639 (2013).

[49] SEC. 10. Money Claims. — x x x.

The liability of the principal/employer and the recruitment/placement agency for any and all claims under this section shall be joint and several. This provision shall be incorporated in the contract for overseas employment and shall be a condition precedent for its approval. The performance bond to be filed by the recruitment/placement agency, as provided by law, shall be answerable for all money claims or damages that may be awarded to the workers. If the recruitment/placement agency is a juridical being, the corporate officers and directors and partners as the case may be, shall themselves be jointly and solidarily liable with the corporation or partnership for the aforesaid claims and damages.

[50] Republic Act No. (RA) 8042, as amended by RA 10022.

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.