

NORSE MANAGEMENT CO. (PTE) AND PACIFIC SEAMEN SERVICES, INC., PETITIONERS, VS. NATIONAL SEAMEN BOARD, HON. CRESCENCIO M. SIDDAYAO, OSCAR M. TORRES, REBENE C. CARRERA AND RESTITU...

G.R. No. 54204. September 30, 1982

Ponente: RELOVA, J.

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RELOVA, J.:

In this petition for certiorari, petitioners pray that the order dated June 20, 1979 of the National Seamen Board, and the decision dated December 11, 1979 of the Ministry of Labor be nullified and set aside, and that "if petitioners are found liable to private respondent, such a liability be reduced to P30 ,000.00 only, in accordance with respondent NSB's Standard Format of a Service Agreement."

Napoleon B. Abordo, the deceased husband of private respondent Restituta C. Abordo, was the Second Engineer of M.T. "Cherry Earl" when he died from an apoplectic stroke in the course of his employment with petitioner NORSE MANAGEMENT COMPANY (PTE). The M.T. "Cherry Earl" is a vessel of Singaporean Registry. The late Napoleon B. Aberdo at the time of his death was receiving a monthly salary of US\$850.00 (Petition, page 5).

In her complaint for "death compensation benefits, accrued leave pay and time-off allowances, funeral expenses, attorney's fees and other benefits and reliefs available in connection with the death of Napoleon B. Abordo," filed before the National Seamen Board, Restituta C. Abordo alleged that the amount of compensation due her from petitioners Norse Management Co. (PTE) and Pacific Seamen Services, Inc., principal and agent, respectively, should be based on the law where the vessel is registered. On the other hand, petitioners contend that the law of Singapore should not be applied in this case because the National Seamen Board cannot take judicial notice of the Workmen's Insurance Law of Singapore. As an alternative, they offered to pay private respondent Restituta C. Abordo the sum of P30 ,000.00 as death benefits based on the Board's Memorandum Circular No. 25 which they claim should apply in this case.

The Hearing Officer III, Rebene C. Carrera of the Ministry of Labor and Employment, after hearing the case, rendered judgment on June 20, 1979, ordering herein petitioners "to pay jointly and severally the following:

"I. US\$30,600 (the 36-month salary of the deceased) or its equivalent in Philippine currency as death compensation benefits;

II. US\$500.00 or its equivalent in Philippine currency as funeral expenses;

III. US\$3,110 or 10% of the total amount recovered as attorney's fees.

"It is also ordered that payment must be made thru the National Seamen Board within ten (10) days from receipt of this decision."

Petitioners appealed to the Ministry of Labor. On December 11, 1979, the Ministry rendered its decision in this

case as follows:

"Motion for reconsideration filed by respondents from the Order of this Board dated 20 June 1979 requiring them to pay-complainant, jointly and severally, the amount of Thirty-four thousand and two hundred ten dollars (\$34,210.00) representing death benefits, funeral expenses and attorney's fees.

"The facts in the main are not disputed. The deceased, husband of complainant herein, was employed as a Second Engineer by respondents and served as such in the vessel 'M.T. Cherry Earl' until that fatal day in May 1978 when, while at sea, he suffered an apoplectic stroke and died four days later or on 29 May 1978. In her complaint filed before this Board, Abordo argued that the amount of compensation due her should be based on the law where the vessel is registered, which is Singapore law. Agreeing with said argument, this Board issued the questioned Order. Hence this Motion for Reconsideration.

"In their motion for reconsideration, respondents strongly argue that the law of Singapore should not be applied in the case considering that their responsibility was not alleged in the complaint that no proof of the existence of the Workmen's Insurance Law of Singapore was ever presented and that the Board cannot take judicial notice of the Workmen's Insurance Law of Singapore. As an alternative, they offered to pay complainant the amount of Thirty Thousand Pesos (P30,000.00) as death benefits based on this Board's Memorandum Circular No. 25 which, they maintained, should apply in this case.

"The only issue we are called upon to rule is whether or not the law of Singapore ought to be applied in this case.

"After an exhaustive study of jurisprudence on the matter, we rule in the affirmative. Respondents came out with a well-prepared motion which, to our mind, is more appropriate and perhaps acceptable in the regular court of justice. Nothing is raised in their motion but question of evidence. But evidence is usually a matter of procedure of which this Board, being merely a quasi-judicial body, is not strict about.

"It is true that the law of Singapore was not alleged and proved in the course of the hearing. And following Supreme Court decisions in a long line of cases that a foreign law, being a matter of evidence, must be alleged and proved, the law of Singapore ought not to be recognized in this cases. But it is our considered opinion that the jurisprudence on this matter was never meant to apply to cases before administrative or quasi-judicial bodies such as the National Seamen Board. For well-settled also is the rule that administrative and quasi-judicial bodies are not bound strictly by technical rules. It has always been the policy of this Board, as enunciated in a long line of cases, that in cases of valid claims for benefits on account of injury or death while in the course of employment, the law of the country in which the vessel is registered shall be considered. We see no reason to deviate from this well-considered policy. Certainly not on technical grounds as movants herein would like us to.

"WHEREFORE, the motion for reconsideration is hereby denied and the Order of this Board dated 20 June 1979 affirmed. Let execution issue immediately."

In Section 5(B) of the "Employment Agreement" between Norse Management Co. (PTE) and the late Napoleon B. Abordo, which is Annex "C" of the Supplemental Complaint, it was stipulated that:

"In the event of illness or injury to Employee arising out of and in the course of his employment and not due to his own willful misconduct and occurring whilst on board any vessel to which he may be assigned, but not any other time, the EMPLOYER will provide employee with free medical attention, including hospital treatment, also essential medical treatment in the course of repatriation and until EMPLOYEE's arrival at his point of origin. If such illness or injury, incapacitates the EMPLOYEE to the extent the EMPLOYEE'S services must be terminated as determined by a qualified physician designated by the EMPLOYER and provided such illness or injury was not due in part or whole to his willful act, neglect or misconduct compensation shall be paid to employee in accordance with and subject to the limitations of the Workmen's Compensation Act of the

Republic of the Philippines or the Workmen's Insurance Law of registry of the vessel whichever is greater." (underscoring for emphasis)

In the aforementioned "Employment Agreement" between petitioners and the late Napoleon B. Abordo, it is clear that compensation shall be paid under Philippine Law or the law of registry of petitioners' vessel, whichever is greater. Since private respondent Restituta C. Abordo was offered P30 ,000.00 only by the petitioners, Singapore law was properly applied in this case.

The "Employment Agreement" is attached to the Supple-mental Complaint of Restituta C. Abordo and, therefore, it forms part thereof. As it is familiar with Singapore Law, the National Seamen Board is justified in taking judicial notice of and in applying that law. In the case of *Vir-Jen Shipping and Marine Services, Inc. vs. National Seamen Board, et al* (L-41297), the respondent Board promulgated a decision, as follows:

"The facts established and/or admitted by the parties are the following: that the late Remigio Roldan was hired by the respondent as Ordinary Seamen on board the M/V ' Singapura Pertama', a vessel of Singapore Registry; that on September 27, 1973, the deceased Remigio Roldan met an accident resulting in his death while on board the said M/V ' Singapura Pertama' during the performance of his duties; that on December 3, 1973, the respondent Virjen Shipping and Marine Services, Inc. paid to the complainant Natividad Roldan the amount of P6,000.00 representing Workmen's Compensation benefits and donations of the company; that the amount of P4,870 was spent by the respondent company as burial expenses of the deceased Remigio Roldan.

"The only issue therefore remaining to be resolved by the Board in connection with the particular case, is whether or not under the existing laws (Philippine and foreign), the complainant Natividad Roldan is entitled to additional benefits other than those mentioned earlier. The Board takes judicial notice, (as a matter of fact, the respondent having admitted in its memorandum) of the fact that ' Singapura Pertama' is a foreign vessel of Singapore Registry and it is the policy of this Board that in case of award of benefits to seamen who were either injured in the performance of its duties or who died while in the course of employment is to consider the benefits allowed by the country where the vessel is registered. Likewise, the Board takes notice that Singapore maritime laws relating to workmen's compensation benefits are similar to that of the Hongkong maritime laws which provides that in case of death, the heirs of the deceased seaman should receive the equivalent of 36 months wages of the deceased seaman; in other words, 36 months multiplied by the basic monthly wages. In the employment contract submitted with this Board, the terms of which have never been at issue, is shown that the monthly salary of the deceased Remigio Roldan at the time of his death was US\$80.00; such that, 36 months multiplied by \$80 would come up to US\$2,880 and at the rate of P7.00 to \$1.00, the benefits due the claimant would be P20 ,160. However, since there was voluntary payment made in the amount of P6 ,000 and funeral expenses which under the Workmen's Compensation Law had a maximum of P200.00, the amount of P6,200.00 should be deducted from P20,160 and the difference would be P13,960.00.

"WHEREFORE, the Board orders the respondent Virjen Shipping and Marine Services, Inc. to pay the complainant Natividad Roldan the amount of P13 ,960.00 within ten (10) days from receipt of this Decision. The Board also orders the respondent that payment should be made through the National Seamen Board."

The foregoing decision was assailed as null and void for allegedly having been rendered without jurisdiction and for awarding compensation benefits beyond the maximum allowable and on the ground of *res judicata*. This Court in its resolutions dated October 27, 1975 and December 12, 1975, respectively, dismissed for lack of merit the petition as well as the motion for reconsideration in said G.R. No. L-41297.

Furthermore, Article 20, Labor Code of the Philippines, provides that the National Seamen Board has original and exclusive jurisdiction over all matters or cases including money claims, involving employer-employee relations, arising out of or by virtue of any law or contracts involving Filipino seamen for overseas employment. Thus, it is safe to assume that the Board is familiar with pertinent Singapore maritime laws relative to workmen's

compensation. Moreover, the Board may apply the rule on judicial notice and, "in administrative proceedings, the technical rules of procedure - particularly of evidence - applied in judicial trials, do not strictly apply." (*Oromeca Lumber Co. Inc. vs. Social Security Commission*, 4 SCRA 1188).

Finally, Article IV of the Labor Code provides that "all doubts in the implementation and interpretation of the provisions of this code, including its implementing rules and regulations, shall be resolved in favor of labor."

For lack of merit, this petition is DENIED.

SO ORDERED.

Makasiar, Plana, Vasquez, and Gutierrez, Jr., JJ., concur.

Teehankee, J., (Chairman), no part.

Melencio-Herrera, J., in the result.

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