

MABUHAY SHIPPING SERVICES, INC. AND SKIPPERS MARITIME CO., LTD., PETITIONERS, VS. HON. NATIONAL LABOR RELATIONS COMMISSION (FIRST DIVISION) AND CECILIA SENTINA, RESPONDENTS.

G.R. No. 94167. January 21, 1991

Ponente: GANCAYCO, J.

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GANCAYCO, J.:

The employer is exempted from liability for burial expenses for a seaman who commits suicide. How about in a case of one who ran amuck or who in a state of intoxication provoked a fight as a result of which he was killed? Is the employer similarly exempt from liability? This is the issue in this case.

Romulo Sentina was hired as a 4th Engineer by petitioner Mabuhay Shipping Services, Inc. (MSSI) for and in behalf of co-petitioner, Skippers Maritime Co., Ltd. to work aboard the M/V Harmony I for a period of one year. He reported for duty aboard said vessel on July 13, 1987.

On January 16, 1988 at about 3 p.m., while the vessel was docked alongside Drapetona Pier, Piraeus, Greece, Sentina arrived aboard the ship from shore leave visibly drunk. He went to the messhall and took a fire axe and challenged those eating therein. He was pacified by his shipmates who led him to his cabin. However, later he went out of his cabin and proceeded to the messhall. He became violent. He smashed and threw a cup towards the head of an oiler, Emmanuel Ero, who was then eating. Ero touched his head and noticed blood. This infuriated Ero which led to a fight between the two. After the shipmates broke the fight, Sentina was taken to the hospital where he passed away on January 17, 1988.[1] Ero was arrested by the Greek authorities and was jailed in Piraeus.

On October 26, 1988, private respondents filed a complaint against petitioners with the Philippine Overseas Employment Administration (POEA) for payment of death benefits, burial expenses, unpaid salaries on board and overtime pay with damages docketed as POEA Case No. (M) 88-10-896. After submission of the answer and position papers of the parties a decision was rendered by the POEA on July 11, 1989, the dispositive part of which reads as follows:

"WHEREFORE, in view of all the foregoing, judgment is hereby rendered ordering Mabuhay Shipping Services, Inc. and Skippers Maritime Co., Ltd. to pay complainant Cecilia S. Sentina the sum of TWO HUNDRED THIRTY THOUSAND PESOS (P230,000.00) representing the deceased's death benefit and burial compensation, the sum of THREE HUNDRED FIFTY US DOLLARS (US\$350.00) or its peso equivalent at the time of payment representing unpaid shipboard pay and fixed overtime pay plus ten percent (10%) of the total judgment award by way of and as attorney's fees.

All other claims are ordered dismissed.

SO ORDERED."[2]

A motion for reconsideration and/or appeal was filed by petitioners which the respondent First Division of the National Labor Relations Commission (NLRC) disposed of in a resolution dated March 31, 1990 dismissing the appeal and affirming the appealed decision.[3]

A motion for reconsideration thereof filed by petitioners was denied by said public respondent in a resolution dated June 29, 1990.

Hence, the herein petition for certiorari wherein the following grounds are invoked:

"The Hon. NLRC, gravely abused its discretion in holding that 'The payment of Death Compensation Benefit only requires that the seaman dies during the term of the contract, and no other.'

That the Hon. NLRC, gravely abused its discretion in holding that even if the subject seaman's death resulted from the fight he himself created, such nonetheless does not constitute a 'deliberate or wilfull act on his own life.'

"That the Hon. NLRC, gravely abused its discretion in holding, that the death of the late 4/Engr. Romulo Sentina is compensable."[4]

The petition is impressed with merit.

Part II, Section C, No. 6 of the POEA Standard Format for Filipino seamen employed in ocean going vessels states that -

"No compensation shall be payable in respect of any injury, incapacity, disability or death resulting from a deliberate or willful act on his own life by the seaman, provided however that the employer can prove that such injury, incapacity, disability or death is directly attributable to the seamen."

The same provision of the standard format also provides -

"In case of death of the seaman during the term of his contract, the employer shall pay his beneficiaries the amount of

xxx --- xxx

b. P210,000.00 for other officers including radio operators and master electrician." (Memo Circular No. 5 effective March 1, 1986)

In interpreting the aforequoted provision in its decision, the POEA held that payment of death compensation benefits only requires that the seaman should die during the term of the contract and no other. It further held that the saving provision relied upon by petitioners refers only to suicide where the seaman deliberately and intentionally took his own life.[5]

Public respondent in affirming the said POEA decision made the following disquisition -

"It is not difficult for us to understand the intent of the aforequoted 'Part II, Section C, No. 6 of the POEA Standard Format' that to avoid death compensation, two conditions must be met:

- a) the subject death much have resulted 'from a deliberate or willful act on his own life by the seaman;' and
- b) such death 'directly attributable to the seaman' must have been proven by the 'employer.'

Thus, even if arquendo, the appellants may successfully prove that the subject seaman's death resulted from the fight he himself created, such, nonetheless does not constitute a 'deliberate or willful act on his own life.' On this ground alone, the instant appeal would already fail."[6]

The mere death of the seaman during the term of his employment does not automatically give rise to compensation. The circumstances which led to the death as well as the provisions of the contract, and the right and obligation of the employer and seaman must be taken into consideration, in consonance with the due process and equal protection clauses of the Constitution. There are limitations to the liability to pay death benefits.

When the death of the seaman resulted from a deliberate or willful act on his own life, and it is directly attributable to the seaman, such death is not compensable. No doubt a case of suicide is covered by this provision.

By the same token, when as in this case the seaman, in a state of intoxication, ran amuck, or committed an unlawful aggression against another, inflicting injury on the latter, so that in his own defense the latter fought back and in the process killed the seaman, the circumstances of the death of the seaman could be categorized as a deliberate and willful act on his own life directly attributable to him. First he challenged everyone to a fight with an axe. Thereafter, he returned to the messhall, picked up and broke a cup and hurled it at an oiler Ero who suffered injury. Thus provoked, the oiler fought back. The death of seaman Sentina is attributable to his unlawful aggression and thus is not compensable.

Even under Article 172 of the Labor Code, the compensation for workers covered by the Employees Compensation and State Insurance Fund are subject to the limitations on liability.

"Art. 172. Limitations of liability. - The State Insurance Fund shall be liable for the compensation to the employee or his dependents except when the disability or death was occasioned by the employee's intoxication, willful intent to injure or kill himself or another, notorious negligence, or otherwise provided under this Title."

Private respondent pointed out that petitioner MSSI endorsed the claim for compensation of private respondents. Said petitioner admits this fact but asserts that it was not favorably acted upon by its principal, petitioner Skippers Maritime Co., Inc. because of the circumstances that led to the death of Sentina.

WHEREFORE, the petition is GRANTED. The questioned decision of the POEA dated July 11, 1989 and the resolutions of public respondent dated May 31, 1990 and June 29, 1990 affirming the same are hereby set aside and another judgment is hereby rendered dismissing the complaint.

SO ORDERED.

Narvasa, (Chairman), Cruz, Griño-Aquino, and Medialdea, JJ., concur.

[1] The coroner's death declaration which was submitted to the National Overseas Office and the Consulate Office of the Philippines, Piraeus, Greece, states that the cause of death of Sentina was "total protonisis, wound and rupture to the colon (right curve of the colon), fracture, severe harm of the thorax and interior organs."

[2] Page 38, Rollo.

[3] Pages 40 to 44, Rollo.

[4] Page 11, Rollo.

[5] Pages 33 to 38, Rollo.

[6] Page 44, Rollo.

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