THIRD DIVISION

[G.R. No. 225847, July 03, 2019]

DANILO L. PACIO, PETITIONER, V. DOHLE-PHILMAN MANNING AGENCY, INC., DOHLE (IOM) LIMITED, AND/OR MANOLO T. GACUTAN, RESPONDENTS.

D E C I S I O N

A. REYES, JR., J.:

Challenged before this Court *via* this Petition for Review on *Certiorari*[1] under Rule 45 of the Rules of Court is the Decision[2] dated January 22, 2016 of the Court of Appeals, and its Resolution[3] dated July 10, 2016, in CA-G.R. SP No. 138514, which reversed the Decision[4] dated September 30, 2014 of the National Labor Relations Commission (NLRC) in NLRC LAC NO. 07-000557-14-OFW.

The Antecedent Facts

The facts are as follows:

On July 4, 2012, respondent Dohle-Philman Manning Agency, for and in behalf of its principal, Dohle (IOM) Limited (respondents), hired Danilo L. Pacio (petitioner) to work as an Able Seaman in vessel MV Lady Elisabeth.[5] On June 21, 2012, the petitioner underwent a pre-employment medical examination (PEME) at the Angelus Medical Clinic in Makati City. The medical certificate issued subsequent and as a result of the PEME reflected that the petitioner had disclosed that he had been suffering from hypertension since 2011.[6]

Despite this revelation, he was certified fit for sea duty, though he was made to sign an undertaking where he acknowledged that he was given appropriate advice and medication for his pre-existing hypertension consisting of 270 capsules of amlodipine (Dailyvasc) 5 milligrams to be taken once a day for nine months. Aside from the acknowledgment, the petitioner was also asked to give the following declarations: (1) That he shall religiously take his medications as advised and diligently follow the doctor's advice; failure to do so will warrant the termination of his contract subject to the discretion of the agency/principal/employer; and (2) that in the event of a disabling sickness resulting from his hypertension, said ailment shall be deemed preexisting and non-compensable; consequently, no claim can be made against the company/employer.[7]

On July 10, 2012, the petitioner departed from the Philippines and commenced employment. Five months later, on December 10, 2012, the petitioner complained of high blood pressure and dizziness, prompting his referral to a medical facility in Romania.[8] The Romanian physicians declared him unfit for sea duties and recommended his repatriation. As a result, he was repatriated four days later and was immediately endorsed to respondent agency's appointed physicians at the

Marine Medical Services of the Metropolitan Medical Center (MMC) in Sta. Cruz, Manila for a thorough medical examination.[9]

The results of the medical report read:

> Laboratory examination showed decreased hemoglobin, hematocrit, white blood cell (complete blood count), normal fasting blood sugar, HBA1C, blood urea nitrogen, creatinine, triglyceride, HDL, thyroid function test, VLDL, SGPT, sodium, potassium, urinalysis, elevated uric acid, cholesterol, LDL and creatine kinase.
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> He underwent chest x-ray, 12 Lead ECG, 2D Echo Study, Carotid Duplex Scan, Treadmill Stress Test and 24-Hour Hotter Monitoring for further evaluation.
>
> He will undergo Cranial MRA with MRI on December 24, 2012.
>
> He was given medications for his condition (Bezam, Clopidogrel and Cholestad).
>
> The etiology/cause of hypertension is not work-related. It is multifactorial in origin, which includes generic predisposition, poor lifestyle, high salt intake, smoking, Diabetes Mellitus, age and increased sympathetic activity.
>
> Transient Ischemic Attack is due to disturbance of brain function secondary to microvascular occlusions causing temporary deficiency in the brain's blood supply. Symptoms are similar to stroke but are temporary and reversible.
>
> Risk factors include age, Hypertension, Carotid Artery Disease, smoking, Diabetes Mellitus, obesity, alcohol, all of which are not work-related.
>
> Patient is presently unfit for duty for approximately four (4) months.
>
> He is to come back on January 10, 2013 for re-evaluation.
>
> Impression-Hypertension
>
> To Consider Transient Ischemic Attack[10]

Despite the notation that the latter's condition was not work-relate the respondents shouldered the expenses for the petitioner's medical evaluation. They did not hear any response from the petitioner for almost a year, which, for the respondents, signaled acceptance of the medical assessment.[11]

However, on November 11, 2013, the respondents received a Notice of Conference from the Philippine Overseas Employment Administration (POEA) requiring them to appear in a conciliation conference pursuant to the Request for Assistance filed by the petitioner.[12] During the hearing, the petitioner expressed his desire to be hired again as "he feels strong enough to work."[13] He stressed that if the respondents would deny his reemployment, he should be compensated for the long years of service he had rendered for them. The respondents denied these claims for alleged lack of basis.

For failure of the parties to settle the case amicably, the hearing officer terminated the conciliation proceedings. On December 16, 2013, the petitioner filed a claim for permanent total disability benefits, damages and attorney's fees with the Regional Arbitration Branch No. 1 of the NLRC in San Fernando, La Union.

On April 21, 2014, Executive Labor Arbiter (ELA) Irenarco R. Rimando rendered a Decision[14] against the respondents, the dispositive portion reading, thus:

> IN VIEW THEREOF, judgment is hereby rendered directing respondents DOHLE PHILMAN MANNING AGENCY, INC. AND CAPT. MANOLO GACUTAN to jointly and severally pay US$60,000.00 to DANILO L. PACIO, as his permanent and total disability benefits, plus 10% thereof as attorney's fees.
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> SO ORDERED.[15]

The respondents' appeal to the NLRC was struck down for lack of merit, with the NLRC affirming the findings of the ELA in a Decision[16] promulgated on September 30, 2014. The respondents' Motion for Reconsideration was similarly denied, prompting the respondents to seek a reprieve with the CA.[17]

In a Decision[18] dated January 22, 2016 granting the respondents' appeal, the CA found merit in the respondents' assertion that the labor tribunals gravely abused their discretion in disregarding the pertinent provisions of the Labor Code, the POEA Standard Employment Contract (POEA SEC), and the Collective Bargaining Agreement (CBA) in granting the petitioner permanent total disability benefits.

The CA found that the respondents were cognizant of the petitioner's history of high blood pressure, as the latter had fully disclosed his condition during the PEME and even admitted that he was on maintenance medication.[19] This also indicated that the petitioner had been suffering from the pre-existing condition of hypertension at the time his services were engaged by the respondents. While not discounting the possibility that the pre-existing condition, which caused the petitioner's transient ischemic attack, may have progressed during the term of his employment, the CA held that there was no compliance with the prescribed procedure for disability compensation.[20] The dispositive portion of the Decision reads, to wit:

> WHEREFORE, premises considered, the instant petition is GRANTED. The Decision dated September 30, 2014 of the National Labor Relations Commission (NLRC) - Fifth Division in NLRC RAB-I-OFW-(S)-12-1125-13 (SFLU) and NLRC LAC No. 07-000557-14-OFW and its Resolution dated October 30, 2014 are REVERSED and SET ASIDE.
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> SO ORDERED.[21]

The petitioner's Motion for Reconsideration was denied by the CA its Resolution[22] dated July 10, 2016. Hence, this Petition.

The Issue and the Parties' Arguments

The issue herein is simply, whether or not the CA committed serious error of law in reversing the Decision and Resolution of the NLRC, the latter having affirmed the

findings of the ELA that the petitioner is entitled to permanent total disability benefits.

As his contention, the petitioner alleges that, prior to the commencement of his employment with the respondents, he was declared Fit for Sea Duty after going through the PEME. It was in the performance of his sea duties that the petitioner began to experience "high blood pressure" and "dizziness," and shortly thereafter, suffered paralysis on half of his body, affecting his lower and upper right limbs, which allegedly resulted from a straight, rigorous duty on port watch and aggravated by the fact that the crew was undermanned on board the vessel.[23]

The petitioner narrates that when he reported his state of health to the Chief Mate and Captain of the MV Lady Elisabeth, he was signed off in Turkey for medical reasons with an indication on the Medical Examination Report issued by the ship captain - Scenikov Viktor that "PATIENT [was] UNFIT FOR DUTY."[24] Upon his arrival in the Philippines, he reported immediately to the MMC for evaluation and supposed treatment, however, while a Magnetic Resonance Angiogram (MRA) was performed on him, the results were not disclosed and he was readily discharged as an outpatient.[25] Barely a month after his repatriation, the respondents discontinued the petitioner's treatment, and despite follow-ups, the petitioner was only told that his treatment had been stopped and his condition was labeled as "Risky." The petitioner was, thus, constrained to consult with Dr. Nelson Gundran (Dr. Gundran), who diagnosed the petitioner with "Hypertension State II" and advised the petitioner to avoid strenuous activities, limit work load, and take the medicine prescribed.[26]

The petitioner argues that he has suffered from permanent disability, though he may not have lost the use of his body because of his inability to perform his job for more than 120 days, as defined under jurisprudence, particularly the cited case of *Quitoriano v. Jebsens Maritime, Inc./Gutay and/or Atle Jebsens Management A/S*.[27]

On the other hand, the respondents allege that the petitioner had recognized his pre-existing hypertension, and voluntarily executed an Oath of Undertaking[28] acknowledging his condition and the doctor's advice for him to regularly take medication. As to the petitioner's assertion that suffered paralysis on half of his body after a straight, rigorous duty on port watch confounded by the undermanned crew on board, the same is bare and self-serving as the evidence on record shows that the symptoms that prompted the medical examination pertained to high blood pressure and dizziness, which were transient and did not cause permanent and total disability.[29]

The respondents point to the fact that the petitioner consulted with his private doctor before he was examined by the company-designated physician, thus, it was erroneous for him to state that he was constrained to obtain medical advice from his own physician due to the alleged haphazard and incomplete medical attention received from the company-designated physician.[30] The respondents, likewise, call attention to the petitioner's arrival in the Philippines on December 14, 2012, and that he only reported to the respondents five (5) days later or on December 19, 2012.[31] Per the petitioner's own admission, he consulted with his physician, Dr.

Gundran, a day before the company physician's own diagnosis, with Dr. Gundran diagnosing him with Hypertension Stage II.[32]

As for the petitioner's averment that over a year passed without any assessment of fitness/unfitness of non-work relation, the respondents allege that the declaration of the company-designated physician on December 21, 2012 was duly communicated to him, and that if it were true that there was no assessment, it is improbable and highly irregular that the petitioner waited a year before calling the respondents' attention on such a matter and only when the complaint had already been filed.[33]

Ruling of the Court

Both parties come to the Court with their own versions of the factual antecedents that birthed the herein controversy. As a general rule, the Court is disinclined to review these factual allegations due to the particular scope of its judicial review, which is limited to deciding only questions of law brought up on appeal. This rule, however, is replete with exceptions which would not only allow, but in fact necessitate a second look at the evidence of records. In *Maria Vilma G. Doctor and Jaime Lao, Jr. v. NII Enterprises and/or Mrs. Nilda C. Ignacio*,[34] it was held, thus:

> At the outset, the Court reiterates that in a petition for review on *certiorari* under Rule 45 of the Rules of Court, its jurisdiction is generally limited to reviewing errors of law. The Court is not a trier of facts, and this applies with greater force in labor cases. Findings of fact of administrative agencies and quasi-judicial bodies, which have acquired expertise because their jurisdiction is confined to specific matters, are generally accorded not only great respect but even finality. They are binding upon this Court unless there is a showing of grave abuse of discretion or where it is clearly shown that they were arrived at arbitrarily or in utter disregard of the evidence on record. However, it is equally settled that one of the exceptions to this rule is when the factual findings of the quasi-judicial agencies concerned are conflicting or contrary with those of the Court of Appeals, as in the present case. Thus, the Court proceeds with its own factual determination herein based on the evidence of the parties.[35]

The exception applies in this case as the findings of fact of the lower tribunals, the LA and the NLRC, contradict those of the CA. In this regard, the Court takes a closer look at the records and finds in favor of the respondents. The evidence on record clearly shows that the CA did not err in reversing the factual findings of the LA and the NLRC that the petitioner is entitled to disability benefits.

This case is predicated on whether or not the petitioner is entitled to disability benefits based on his allegation that his work with the respondents resulted in his total and permanent disability. In the absence of a CBA between the petitioner and the respondents, it is the POEA SEC as well as relevant labor laws which will govern the petitioner's claim, especially as these are deemed written in the contract of employment between the parties.[36]

As provided by Article 198, formerly Article 192 of the Labor Code of the Philippines, the following disabilities shall be deemed total and permanent: (1) Temporary total disability lasting continuously for more than 120 days, except as otherwise provided for in the Rules; (2) Complete loss of sight of both eyes; (3) Loss of two limbs at or