

FIRST DIVISION

[G.R. No. 209582, January 19, 2018]

TEEKAY SHIPPING PHILIPPINES, INC., AND/OR TEEKAY SHIPPING LTD., AND/OR ALEX VERCHEZ, PETITIONERS, VS. ROBERTO M. RAMOGA, JR., RESPONDENT.

DECISION

TIJAM, J.:

Before Us is a Petition for Review on *Certiorari*^[1] under Rule 45 of the Rules of Court filed by Teekay Shipping Philippines, Inc., and/or Teekay Shipping Ltd., and/or Alex Verchez (petitioners), assailing the Decision^[2] dated May 30, 2013 of the Court of Appeals (CA) in CA-G.R. SP No. 125706, which affirmed the Decision^[3] dated March 30, 2012 of the National Labor Relations Commission (NLRC) in NLRC LAC Case No. 10-000915-11, finding petitioners liable to pay Roberto M. Ramoga, Jr. (respondent), his permanent total disability benefits.

The pertinent facts of the case as found by the CA are as follows:

On February 18, 2010, [respondent] entered into a contract of overseas employment with (petitioner) Teekay Shipping Ltd. represented by its local manning agency, Teekay Shipping Philippines Inc., to work on board the vessel M/T "SEBAROK SPIRIT" under the following terms and conditions approved by the Philippine Overseas Employment Administration (POEA):

Duration	ofEIGHT (8) MONTHS
Contract:	
Position:	Deck Trainee
Basic Monthly	\$264.21
Salary:	
Hours of Work:	44 Hours/Week
Overtime:	\$79.26 excess of 85 hours \$2.00
Vacation Leave	15 days/months
with Pay:	
Point of Hire:	Makati, Philippines

After the mandatory pre-employment medical examination (PEME), [respondent] was declared fit for sea duty. He joined the vessel on April 9, 2010. Barely six (6) months after, he slipped and twisted his left ankle while climbing the stairs on board the said vessel. He underwent an x-ray

examination at the Bangkok Hospital in Pattaya City, Chonburi, Thailand. He was diagnosed to be suffering from a non-displaced fracture base of 2nd and mild displaced fracture base of 3rd metatarsal bone. A surgery was recommended for open reduction and internal fixation of the injured ankle to prevent its further displacement.

[Respondent] was repatriated to the Philippines on October 4, 2010. The following day, he was immediately referred for further evaluation and treatment at the Metropolitan Medical Center. He underwent a rehabilitation program under the supervision of Dr. Esther G. Go. On October 9, 2010, he was operated for open reduction with internal fixation with intramedullary pinning of his left 3rd metatarsal bone by the company designated physician, Dr. William Chuasuan, Jr. He was advised to continue using crutches to aid ambulation and was given medications. On April 8, 2011, Dr. Chuasuan, Jr. issued a certification stating that [respondent] was fit to return to work.

Unsatisfied with the company doctor's assessment, [respondent] sought the help of his own doctor, Dr. Rogelio P. Catapang who is an orthopedic and traumatology flight surgeon at Sta. Teresita General Hospital. The said doctor issued a medical report declaring that [respondent] still continues to have pain and discomfort on his left foot and ankle even after his continuous physiotherapy. He likewise cannot ambulate for long distances, unable to tolerate prolonged walking and squat especially if the weight is borne on the left foot. Since the time of his injury, he is unable to work at his previous occupation. Thus, he was declared to be permanently unfit in any capacity to resume his sea duties.

Consequently, [respondent] lodged a complaint for permanent total disability benefits, sickness allowance, medical expenses, damages and attorney's fees in accordance with the terms and conditions of the Revised Standard Terms and Conditions Governing the Employment of Filipino Seafarers on Board Ocean-going Vessels.^[4]

Ruling of the Labor Arbiter

On September 14, 2011, the Labor Arbiter (LA) rendered a Decision^[5] in favor of respondent, the dispositive portion of which reads:

WHEREFORE, premises considered, judgment is hereby rendered finding [herein petitioners] jointly and solidarily liable to pay [herein respondent] the amount of US\$60,000.00 or its peso equivalent at the time of payment, illness allowance in the amount of US\$648.27 and ten percent (10%) of the total award as attorney's fees.

SO ORDERED.^[6]

Ruling of the NLRC

Upon appeal to the NLRC, the latter in its Decision^[7] dated March 30, 2012, affirmed with modification the decision of the LA by deleting the award of sickness allowance, thus:

WHEREFORE, premises considered, judgment is hereby rendered finding [respondent] not entitled to the award of sickness allowance. The award of sickness allowance in the amount of US\$648.27 is hereby ordered DELETED. Accordingly, the decision of the [LA] dated September 14, 2011 is hereby MODIFIED. All other dispositions not herein otherwise modified, STANDS undisturbed.

SO ORDERED.^[8]

Ruling of the CA

Petitioner then filed a petition for *certiorari* before the CA. The CA however affirmed the ruling of the NLRC in its Decision^[9] dated May 30, 2013, thus:

IN VIEW OF ALL THE FOREGOING, the challenged Decision and Resolution of the NLRC are hereby **AFFIRMED**.

SO ORDERED.^[10]

The motion for reconsideration filed by the petitioners having been denied by the CA in its Resolution^[11] dated October 18, 2013, the petitioners filed the instant petition alleging that the CA erred in affirming the findings of the NLRC and the LA that respondent is entitled to his permanent total disability benefits because the latter was unable to resume his work for more than 120 days from his repatriation. Petitioners further alleged that the company-designated physician declared respondent fit to return to work on April 8, 2011 or only 186 days from his repatriation, well within the period allowed by law to make a declaration as to respondent's fitness to return to work.

Ruling of the Court

The petition is granted.

At the outset, it is settled that only questions of law may be raised in a petition for review on *certiorari* under Rule 45 of the Rules of Court because this Court is not a

trier of facts. However, there are exceptions, which are present in this case, when this Court can pass upon and review the factual findings of the CA, such as the following instances:

- (1) When the conclusion is a finding grounded entirely on speculation, surmises or conjectures x x x;
- (2) When the inference made is manifestly mistaken, absurd or impossible x x x;
- (3) **Where there is a grave abuse of discretion x x x;**
- (4) **When the judgment is based on a misapprehension of facts x x x;**
- (5) When the findings of fact are conflicting x x x;
- (6) When the Court of Appeals, in making its findings, went beyond the issues of the case and the same is contrary to the admissions of both appellant and appellee x x x;
- (7) The findings of the Court of Appeals are contrary to those of the trial court x x x;
- (8) When the findings of fact are conclusions without citation of specific evidence on which they are based x x x;
- (9) When the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondents x x x; and
- (10) The finding of fact of the Court of Appeals is premised on the supposed absence of evidence and is contradicted by the evidence on record x x x.^[12] (Citation omitted and emphasis ours)

The CA in finding that respondent is entitled to permanent total disability benefits held that:

Dr. Chuasuan Jr's medical certification merely stated that private respondent is fit to return to work. WE find that this declaration was not categorical that [respondent] was already fit to work as of the time he issued the same on April 8, 2011. In the absence of such definitive pronouncement, WE rule that [respondent] is permanently disabled since he was not able to resume work for more than 120 days from his repatriation on October 4, 2010. His disability is likewise total for he remains unemployed as a Deck Trainee or in the same kind of work or work of similar nature that he was trained for or accustomed to perform. Permanent disability is inability of a worker to perform his job for more than 120 days, regardless of whether or not he loses the use of any part of his body.^[13]

Article 198(c)(1) of the Labor Code states that disability which lasts for more than 120 days is deemed total and permanent. While Section 2, Rule X of the Amended Rules on Employees' Compensation provides that: