820 Phil. 142

SECOND DIVISION

[G.R. No. 214059, October 11, 2017]

OSG SHIP MANAGEMENT MANILA, INC., OSG SHIP MANAGEMENT (UK) LTD., AND/OR JOSEPHINE M. AQUINO, PETITIONERS, VS. ARIS WENDEL R. MONJE, RESPONDENT.

DECISION

REYES, JR., J:

While the Court commiserates with the plight of the Filipino work force who continuously braves the rigors of overseas work, the Court could not blindly rule in their favor absent any evidence that would warrant the imposition of liability on the employer. The favor granted upon labor must not be abused, and the Court will not hesitate to deviate from the general rule if only to prevent these kinds of excesses.

The Case

Challenged before this Court *via* this Petition for Review on *Certiorari* under Rule 45 of the Rules of Court is the Decision[1] of the Court of Appeals (CA) in CA G.R. SP No. 131100 dated April 8, 2014, which reversed and set aside the Decision[2] and Resolution[3] dated March 21, 2013 and May 20, 2013, respectively, of the National Labor Relations Commission (NLRC). Likewise challenged is the subsequent Resolution[4] of the CA promulgated on August 27, 2014, which upheld the earlier Decision.

The Antecedent Facts

As borne by the records, the following are the undisputed facts:

Aris Wendel R. Monje (respondent), is a Filipino seafarer, who signed a Contract of Employment[5] with petitioner OSG Ship Management (UK) Ltd. (OSG UK), through its manning agent in the Philippines, OSG Ship Management Manila, Inc. (OSG Manila). He was accepted as an Ordinary-Seaman for eight (8) months, with a 40-hour work week, a basic monthly salary of USD437.00, and an allowance of USD210.00, in addition to overtime pay and vacation leave with pay.[6]

On February 11, 2011, the respondent boarded the vessel "Overseas Sifnos." Sometime in June of the same year, and while on board the vessel, the respondent complained of severe pain on his left knee, which prompted him to seek medical consult in the United States of America on June 23, 2011. He was repatriated back to the Philippines two (2) days later for further treatment. Upon his arrival, OSG Manila referred the respondent for medical treatment. On June 28, 2011, Dr. Raymund Jay Sugay (Dr. Sugay) of the Physician's Diagnostic Services Center, Inc. issued a medical evaluation certificate, indicating therein a working diagnosis of "*left*

knee pain, etiology unknown."[7] This was followed by another medical evaluation certificate dated August 1, 2011, this time with a working diagnosis of "*Lytic expansile lesion, proximal tibia, left knee etiology unknown, tatus post surgical open biopsy*"[8] Per Dr. Sugay's September 9, 2011 medical report, the respondent underwent surgery on September 6, 2011.[9] Eventually, on April 17, 2012, Dr. Sugay had the following final diagnosis:

> Giant cell tumor, proximal tibia, left knee; Status post surgical open biopsy (07/28/2011); Status post total knee replacement with tibial reconstruction and resection of tumor, left tibia (09/06/2011).[10]

Also included in this report was Dr. Sugay's opinion that the respondent's illness was not work-related. He said:

> Giant cell tumors are benign growths in the bone characterized by the presence of multinucleated giant cells. As of the present time, the exact cause of Giant cell tumors is still unknown.
>
> In our opinion, we may consider Mr. Monje's condition as not work-related.[11]

On January 5, 2012, the respondent filed the complaint before the Labor Arbiter seeking the payment of total and permanent disability benefits, damages and attorney's fees. In support thereof, he submitted a Medical Certificate dated April 27, 2012 issued by an independent physician, Dr. Misael Jonathan Ticman (Dr. Ticman), finding that the former's illness rendered him permanently disabled and unfit to work as a seaman in any capacity.[12]

The Decision of the Labor Arbiter

On August 27, 2012, the Labor Arbiter issued a Decision in favor of herein respondent, the dispositive portion of which stated that:

> WHEREFORE, premises considered, judgment is hereby rendered finding respondents [herein petitioners] jointly and solidarity liable to pay: (a) permanent total disability benefits the amount of US$125,000.00 under the CBA at its peso equivalent at the time of payment; (b) attorney's fees often percent (10%) of the total monetary award at its peso equivalent at the time of payment.
>
> SO ORDERED.[13]

The Decision of the NLRC

Herein petitioners appealed the decision of the Labor Arbiter to the NLRC, which found the case in their favor and subsequently reversed the Labor Arbiter ruling. The dispositive portion of the NLRC decision states:

> WHEREFORE, the Appeal is GRANTED and the Decision of the Labor Arbiter dated 27 August 2012 is SET ASIDE and a new one entered into DISMISSING the instant case for lack of merit.

SO ORDERED.[14]

The Decision of the Court of Appeals

Aggrieved, the respondent appealed the case to the CA. Once more, the decision was reversed. The NLRC decision was set aside and the Decision of the Labor Arbiter was reinstated. The *fallo* of the CA decision reads:

> WHEREFORE, the foregoing considered, the present petition is hereby GRANTED and the assailed Decision dated 21 March 2013 and Resolution dated 20 May 2013 REVERSED and SET ASIDE. The Labor Arbiter Decision dated 27 August 2012, insofar as it declared petitioner's disability as permanent and total and the grant of petitioner's monetary award are concerned, is REINSTATED.
>
> SO ORDERED.[15]

Thereafter, herein petitioners' motion for reconsideration was denied.[16] Hence, this petition for review on *certiorari*.

The Issues

Petitioners anchor their plea for the reversal of the assailed Decision on the following arguments:

1. THE COMPANY DOCTOR'S OPINION ON THE NON-WORK RELATION OF SEAFARER'S ILLNESS WAS NOT REBUTTED BY THE PERSONAL DOCTOR OF SEAFARER. IN FACT, THE PERSONAL DOCTOR OF SEAFARER EVEN MENTIONED THAT THE ILLNESS WAS ACQUIRED AFTER THE LATTER PLAYED BASKETBALL. IN THE MAGSAYSAY V. CEDOL CASE, THE SUPREME COURT HELD THAT IF THE SEAFARER'S PERSONAL DOCTOR DID NOT CONTRADICT THE COMPANY'S DOCTOR (SIC) OPINION THAT THE ILLNESS IS NOT WORK-RELATED THE LATTER'S OPINION IS CONCLUSIVE.

2. THE PRESUMPTION OF WORK-RELATION IN THE POEA CONTRACT IS NOT AN IRON-CLAD RULE. IN FACT, IN RECENT JURISPRUDENCE, THE SUPREME COURT HELD THAT THE SEAFARER HAD THE BURDEN TO PROVE THE WORK-RELATION OF HIS ILLNESS. IT NOW SEEMS THAT THE FACT THAT SEAFARER WAS CONTINUOUSLY REHIRED OR THE FACT THAT HIS WORK ON BOARD IS STRESSFUL IS NOT SUFFICIENT TO SUPPORT A CONCLUSION THAT THE ILLNESS IS WORK-RELATED.

3. THE CBA INVOKED BY SEAFARER APPLIES TO ACCIDENTS ONLY AND NOT TO ILLNESSES LIKE THE CANCER THAT SEAFARER SUFFERED.

4. THE AWARD OF 10% ATTORNEY'S FEES IS ERRONEOUS.[17]

After a reading of the foregoing, the issues presented before the Court could be summarized into the following: (1) whether or not the illness suffered by the respondent is work-related; (2) whether or not the Collective Bargaining Agreement between the parties is applicable in this case; and (3) whether or not attorney's fees

are properly awarded.

The Court's Ruling

As a general rule, only questions of law raised *via* a petition for review on *certiorari* under Rule 45 of the Rules of Court are reviewable by the Court. Factual findings of administrative or quasi-judicial bodies, including labor tribunals, are accorded much respect by the Court as they are specialized to rule on matters failing within their jurisdiction especially when these are supported by substantial evidence.[18]

However, a relaxation of this rule is made permissible by the Court whenever any of the following circumstances is present:

1.) when the findings are grounded entirely on speculations, surmises or conjectures;
2.) when the inference made is manifestly mistaken, absurd or impossible;
3.) when there is grave abuse of discretion;
4.) when the judgment is based on a misapprehension of facts;
5.) when the findings of fact are conflicting;
6.) when in making its findings, the Court of Appeals went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee;
7.) when the findings are contrary to that of the trial court;
8.) when the findings are conclusions without citation of specific evidence on which they are based;
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 respondent;
10.) when the facts set forth in the petition, as well as in the petitioner's main and reply briefs, are not disputed by the respondent;
11.) when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; or
12.) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion.[19]

The first issue raised by herein petitioners, whether or not the illness sustained by the respondent is work-related, is essentially a factual issue, and therefore, not generally within the scope of review by the Court. However, considering that the NLRC and the CA have conflicting findings of facts, and in light of circumstance no. 5 quoted above, the Court can and will be justified in delving into the question of fact now presented.

Time and again, the Court has ruled that the Philippine Overseas Employment Administration-Standard Employment Contract (POEA-SEC) is the law between the parties and, as such, its provisions bind both of them.[20] In a long line of cases, the Court has oft-repeated that for an illness or injury to be compensable, Section 20(B) of the 2000 POEA-SEC, now Section 20(A) of the 2010 POEA-SEC, requires that two elements must concur: (1) the injury or illness must be work-related; and (2) the work-related injury or illness must have existed during the term of the seafarer's

employment contract.[21]

According to the POEA-SEC, a work-related injury[22] are those "*injury(ies) resulting in disability or death arising out of and in the course of employment*" and a work-related illness[23] is "*any sickness resulting to disability or death as a result of an occupational disease listed under Section 32-A of this Contract with the conditions set therein satisfied*."[24] For illnesses not mentioned under Section 32, the POEA-SEC creates a disputable presumption in favor of the seafarer that these illnesses are work-related.[25]

In applying the foregoing pronouncements in this case, therefore, and considering that the diagnosis of the respondent's illness, "*Giant cell tumor, proximal tibia, left knee*," is not among those listed in Section 32 of the POEA-SEC, the main query is whether or not the petitioners have presented evidence sufficient to overcome the disputable presumption provided for by the POEA-SEC that the same is work-related.

In the pleadings submitted, the petitioners presented the letter of Dr. Sugay, the company designated physician, who opined that the respondent's condition is not work-related. To reiterate, Dr, Sugay's opinion was worded thus:

> Giant cell tumors are benign growths in the bone characterized by the presence of multinucleated giant cells. As of the present time, the exact cause of Giant cell tumors is unknown.
>
> In our opinion, we may consider Mr. Monje's condition as not work-related.[26]

It must also be remembered that Dr. Sugay was the attending physician who provided the medical history of the respondent, and who conducted the medical examination of and provided the diagnosis for the respondent from the moment that the latter was repatriated back to the Philippines. In fact, the petitioners presented several medical examination certificates, dated June 28, 2011,[27] August 1, 2011, [28] and September 9, 2011[29]-all providing for the medical treatment accorded by the petitioners to the respondent.

The Court once again emphasizes that, according to the case of *Andrada v. Agemar Manning Agency, Inc.*,[30] jurisprudence is replete with pronouncements that it is the company-designated physician who is entrusted with the task of assessing the seaman's disability, whether total or partial, due to either injury or illness, during the term of the latter's employment. It is his findings and evaluations which should form the basis of the seafarer's disabilitv claim.

This is so in the instant case.

On the other hand, the respondent presented the April 27, 2012 Disability Report issued by his personal physician, Dr. Ticman.[31] In the report, Dr. Ticman indicated: (1) the medical history of the respondent; (2) the results of the physical examination that was conducted on the respondent; (3) the diagnosis; and (4) the disability rating.[32]