

SECOND DIVISION

[G.R. No. 223730, October 04, 2017]

**DOHLE PHILMAN MANNING AGENCY, INC., DOHLE (IOM)
LIMITED AND/OR CAPT. MANOLO T. GACUTAN, PETITIONERS,
VS. JULIUS REY QUINAL DOBLE, RESPONDENT.**

[G.R. No. 223782]

**JULIUS REY QUINAL DOBLE, PETITIONER, VS. DOHLE PHILMAN
MANNING AGENCY, INC., DOHLE (IOM) LIMITED AND/OR CAPT.
MANOLO T. GACUTAN, RESPONDENTS.**

DECISION

REYES, JR., J:

It has been oft-repeated that overseas Filipino workers are the Philippines' modern-day heroes. They brave the waters of the seas to provide for their families and to help boost the country's economy. However, while this is so, they are not immune from the provisions of the POEA-SEC; in fact, the same contract was designed precisely for their protection. Thus, when any seafarer fails to adhere to the requirements of the contract as properly interpreted by the Court, the Court will not shirk from the responsibility of exacting enforcement of the same, even if it would mean finding for the employer and against the seafarer.

The Case

Consolidated in this case are the Petitions for Review on *Certiorari* under Rule 45 of the Rules of Court filed (1) by DOHLE Philman Manning Agency, Inc., DOHLE (IOM), Ltd. and Capt. Manolo T. Gacutan (hereinafter collectively referred to as the "petitioners") against Julius Rey Quinal Doble (hereinafter referred to as the "respondent") in G.R. No. 223730, and (2) by herein respondent against the petitioners in G.R. No. 223782.

The petitions challenge before the Court the Decision^[1] of the Court of Appeals (CA) in CA G.R. SP No. 141199, promulgated on October 8, 2015, which affirmed with modification the National Labor Relations Commission (NLRC) Resolution^[2] dated March 18, 2015 in NLRC NCR Case No. (M) 02-02128-14/NLRC LAC No. 02-000109-15.

Likewise challenged is the subsequent Resolution^[3] of the CA, promulgated on March 9, 2016, which upheld the earlier decision.

The Antecedent Facts

The respondent is a Filipino seafarer, who signed a Contract of Employment for the

position of Ordinary Seaman with petitioner DOHLE (IOM) Ltd., through its manning agent in the Philippines, DOHLE Philman Manning Agency, Inc. The duration of the contract was for nine months, with a basic monthly salary of US\$350.00. The contract specified a 44-hour work week with overtime and vacation leave with pay.
[4]

On August 22, 2012, the respondent departed the Philippines on board the vessel "MVTJ JAKARTA."

According to the respondent, on December of the same year, and while the vessel was approaching the port of Hong Kong, he accidentally stepped on the mooring line while preparing to heave the same. As a result, he *"twisted his right foot and he immediately fell on the floor."*[5] He reported to the ship doctor, and was declared fit to return to work.

A few months after,[6] and, this time, while the vessel was docked at the port of Karachi, Pakistan, the respondent alleged another incident. He stated that while he was pulling on the tug line, it suddenly moved causing his hands to get pulled, hitting the bitts ballard. Thereafter, he was referred for a medical consult upon arriving again at the port of Hong Kong.

On April 11, 2013, he was repatriated back to the Philippines for medical reasons.

A day after his arrival, medical tests were conducted upon the respondent, who was then eventually diagnosed with *"Right ankle sprain; Carpal Tunnel Syndrome, Bilateral; and Osteochondral Defect Femoral Trochlea, Right Knee."*[7] He likewise underwent surgery for the injury, and physical therapy thereafter.

After a series of consultation, therapy, and treatment, the company-designated physician issued an interim disability grade in relation to the respondent's *"Carpal Tunnel Syndrome"* of both hands, which is *"2x(30% of Grade 10) due to ankylosed wrist in normal position."*[8]

On November 8, 2013, the company-designated physician eventually issued a medical report stating that, according to the respondent's surgeons, he is fit to work in relation to both his *"Carpal Tunnel Syndrome"* and his ankle sprain.[9]

Unsatisfied by this diagnosis, the respondent consulted his own medical expert and sought another opinion on his condition. Upon due examination and evaluation, Dr. Manuel Fidel Magtira issued a medical report, stating that the respondent *"has lost his [pre-injury] capacity and is no longer capable of working on his previous occupation because of the injuries sustained and the permanent sequelae of said injury,"*[10] and thus, he *"is now permanently disabled and is therefore now permanently UNFIT in any capacity to resume his usual sea duties."*[11]

Considering that the petitioners have already terminated the respondent's treatment, and in light of the findings of his personal physician, the respondent insisted on his disability benefits, including expenses for medical treatment and transportation. The respondents refused.

Thus, the filing of the case before the Labor Arbiter (LA).

After due consideration, the LA rendered a Decision^[12] dated November 27, 2014 in favor of the respondent, finding him to be permanently and totally disabled and thus entitled to disability compensation. The dispositive portion of the LA decision reads:

WHEREFORE, premises considered, respondents DOHLE PHILMAN MANNING AGENCY INC., DOHLE (IOM) LIMITED, and CAPT. MANOLO T. GACUTAN are hereby ordered to pay, jointly and severally, complainant JULIUS REY QUINAL DOBLE the sum of *US\$90,882.00*, by way of permanent total disability compensation benefit under the parties' CBA plus 10% thereof as attorney's fees, or its peso equivalent at the time of payment.

All other claims are dismissed for lack of merit.

SO ORDERED.^[13]

Aggrieved, herein petitioners appealed to the NLRC, which eventually affirmed *in toto* the LA decision. The *fallo* of the NLRC decision states:

WHEREFORE, foregoing premises considered, the decision appealed from is hereby AFFIRMED in toto (sic).

SO ORDERED.^[14]

The petitioners elevated the case to the CA via a Petition for *Certiorari* under Rule 65 of the Rules of Court. Once again, the case moved in favor of the respondent. The CA affirmed the NLRC decision, but modified the basis of the award of damages from the Collective Bargaining Agreement to the POEA-SEC, to wit:

WHEREFORE, in view of the foregoing, the instant Petition is hereby DENIED. Consequently, the assailed Resolutions dated March 18, 2015 and May 25, 2015 rendered by public respondent NLRC (Third Division) in NLRC NCR Case No. (M) 02-02128-14/NLRC LAC No. 02-000109-15 are hereby AFFIRMED with MODIFICATION by ordering petitioners to jointly and severally pay private respondent the following: a) permanent total disability benefits of *US\$60,000.00* at its peso equivalent at the time of actual payment; and b) attorney's fees of ten percent (10%) of the total monetary award at its peso equivalent at the time of actual payment.

SO ORDERED.^[15]

Both parties filed their respective motions for reconsideration, which were both denied by the CA *via* a Resolution dated March 9, 2016.^[16]

Hence, this petition.

The Issues

The petitioners allege that the CA committed serious, reversible, and gross error in

law and in fact based on the following grounds:

1. IN ADJUDGING THE PETITIONERS LIABLE FOR PAYMENT OF DISABILITY BENEFITS-(A) WHEN THE EVIDENCE PRIMARILY RECOGNIZED UNDER THE POEA SEC AS THE BASIS OF THE SEAFARER'S CLAIM FOR COMPENSATION EXPRESSLY DECLARES THAT RESPONDENT IS ALREADY CLEARED FROM HIS CONDITION, HENCE, NOT SUFFERING FROM DISABILITY; AND (B) NOTWITHSTANDING THE FACT THAT SUCH PRIMARY EVIDENCE HAS NOT BEEN EFFECTIVELY CONTROVERTED IN ACCORDANCE WITH THE MANNER PRESCRIBED UNDER THE RULES.
2. IN HOLDING THE RESPONDENT ENTITLED TO PERMANENT TOTAL DISABILITY BENEFITS ON THE BASIS OF HIS ALLEGED INABILITY TO RESUME EMPLOYMENT FOR A PERIOD OF 120 DAYS WHICH BASED ON EXISTING RULES AND THE POEA SEC, IS NO LONGER RECOGNIZED AS A VALID MEASURE OF A SEAFARER'S DEGREE OF DISABILITY.
3. THE COURT OF APPEALS COMMITTED A SERIOUS AND REVERSIBLE ERROR OF LAW AND OF FACT IN AWARDING ATTORNEY'S FEES TO THE RESPONDENT ABSENT ANY FACTUAL OR LEGAL SUBSTANTIATION THEREFOR.^[17]

For his part, the respondent anchors his plea for the reversal of the assailed CA decision on the following ground:

8.1 WHETHER THE HONORABLE COURT OF APPEALS ACTED WITH GRAVE ABUSE OF DISCRETION WHEN IT MODIFIED THE DECISION AND RESOLUTION OF [HEREIN PETITIONERS] DECLARING [HEREIN RESPONDENT] NOT ENTITLED [TO] THE BETTER DISABILITY BENEFIT UNDER THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT.^[18]

After a reading of the foregoing arguments, the issues presented before the Court could be summarized thus: (1) whether or not the respondent is fit to work, and thus, entitled to the disability benefits claimed; (2) whether or not the basis of the award of damages should be the CBA and not the POEA-SEC; and (3) whether or not the respondent is entitled to attorney's fees.

Ruling of the Court

The petitioners' contentions are impressed with merit.

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 falling within their jurisdiction especially when these are supported by substantial evidence.^[19] According to *Andrada v. Agemar Manning Agency, Inc. et al.*,^[20] this doctrine applies with greater force in labor case as questions of fact in labor cases are for the labor tribunals to resolve. Even more so, findings of fact of quasi-judicial bodies like the NLRC, as affirmed by the CA, are generally conclusive on the Court.^[21]

In exceptional cases, however, the Court may be urged to probe and resolve factual

issues. This relaxation of the 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 findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; or
- 11.) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion.^[22]

While the first issue identified above-the issue of the relation of respondent's illness to his work as an ordinary seaman-is essentially factual, the Court herein exercises its power of review considering that the CA issued the assailed decision with grave abuse of discretion: (1) by failing to consider the mandatory procedure of referring conflicting medical assessments to a third doctor; and (2) by relying on the 120-day rule, and not on the findings of the company-designated physician, in declaring the respondent's permanent and total disability.

To be sure, the appellate court disregarded settled jurisprudence on the matter.

To elaborate, according to Andrada, the issue of whether the petitioner can legally demand and claim disability benefits from the respondents for an illness suffered is best addressed by the provisions of the POEA-SEC which incorporated the 2000 Amended Standard Terms and Conditions Governing the Employment of Filipino Seafarers on Board Ocean-Going Vessels. Section 20 thereof provides:

Section 20 [B]. Compensation and Benefits for Injury or Illness

x x x x

2. x x x

However, if after repatriation, the seafarer still requires medical attention arising from said injury or illness, he shall be so provided at cost to the employer until such time as he is declared fit or the degree of his disability has been established by the company-designated physician.

3. Upon sign-off from the vessel for medical treatment, the seafarer is