751 Phil. 204

THIRD DIVISION

[G.R. No. 192406, January 21, 2015]

ONE SHIPPING CORP., AND/OR ONE SHIPPING KABUSHIKI KAISHA/JAPAN, PETITIONER, VS. IMELDA C. PEÑAFIEL, RESPONDENT.

DECISION

PERALTA, J.:

This is to resolve the Petition for Review on *Certiorari* under Rule 45 of the Revised Rules of Court, dated July 2, 2010, of petitioner One Shipping Corp., seeking the reversal of the Court of Appeals' Decision dated October 27, 2009 and Resolution dated May 27, 2010.[1]

The antecedent facts follow.

Petitioner One Shipping Corp., for and in behalf of its principal One Shipping Kabushiki Kaisha/Japan, hired the late Ildefonso S. Peñafiel as Second Engineer on board the vessel MV/ACX Magnolia with a monthly basic salary of US$1,120.00 and for a duration of twelve (12) months. Peñafiel boarded the vessel on August 29, 2004 and died on July 2, 2005. His wife then filed for monetary claims arising from his death.

Respondent alleged that while her husband Ildefonso was performing his task on board the vessel, the latter felt a throbbing pain in his chest and shortening of breath, as if he was about to fall. Thinking that the same was due to his heavy workload, Ildefonso took a rest. However, after recovering, Ildefonso allegedly informed his superior about the pain but the latter ignored him. On May 21, 2005, Ildefonso disembarked from the vessel and returned to the Philippines on the same day. Respondent claims that upon arrival, Ildefonso reported to the petitioner manning agency to ask for medical attention for his condition, but instead of being sent for post medical examination, Ildefonso was allegedly informed by the petitioners that he was already scheduled for his next deployment. Thus, Ildefonso was required to undergo the pre-employment medical examination at the PMP Diagnostic Center, Inc. on July 2, 2005. However, after allegedly completing the medical and laboratory examinations, Ildefonso collapsed and was immediately brought to the Philippine General Hospital where he died at 2:05 p.m. of the same day due to myocardial infarction. As a result, respondent asserts that she called up petitioner manning agency and told them about the incident hoping that she would be given the necessary benefits.

Petitioners, on the other hand, admitted that they contracted the services of the late Ildefonso on August 23, 2004, to work on board MV/ ACX Magnolia for a period of twelve (12) months. However, they denied any liability for the claims of the respondent and maintained that at the time Ildefonso died on July 2, 2005, the

latter was no longer an employee of the petitioners as he voluntarily terminated his employment contract with the petitioners when, on April 9, 2005, Ildefonso requested for a leave and pre-terminated his contract. Thus, he disembarked from the vessel on May 21, 2005. They also alleged that in the early part of June 2005, Ildefonso reported at petitioner's office applying for a new employment and requested that he be lined up for another vessel. Accordingly, he was advised to undergo the usual pre-employment medical examination before considering his request. Petitioners were then surprised when they learned about Ildefonso's passing.

The Labor Arbiter,[2] on September 20, 2006, dismissed the complaint for lack of merit.[3] Thus, respondent filed her appeal with the National Labor Relations Commission (*NLRC*)[4] in which the latter affirmed the decision of the Labor Arbiter on January 24, 2008.[5] Undaunted, respondent filed a petition for *certiorari* under Rule 65 of the Revised Rules of Court with the CA. The CA granted her petition, thus:

> WHEREFORE, the petition is GRANTED. The Resolutions dated January 24, 2008 and March 31, 2008 of the National Labor Relations Commission are REVERSED and SET ASIDE. Private respondents One Shipping Corporation and One Shipping Kabushiki Kaisha/Japan are hereby ordered to jointly and severally pay the following death benefits to petitioner Imelda C. Peñafiel: US$50,000.00 for herself and US$21,000.00 for her three (3) minor children. The private respondents are likewise directed to solidarily pay petitioner US$1,000.00 as burial expenses. No costs.
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> SO ORDERED.

The motion for reconsideration having been denied, petitioners come to this Court raising the following issues:

ASSIGNMENT OF ERRORS

I

> WITH ALL DUE RESPECT, THE HONORABLE COURT OF APPEALS COMMITTED A SERIOUS ERROR IN LAW AND JURISPRUDENCE WHEN IT REVERSED AND SET ASIDE THE TWIN RESOLUTIONS OF THE NLRC DATED JANUARY 24, 2008 AND MARCH 31, 2008 DESPITE THE FACT THAT SAID RESOLUTIONS HAVE ATTAINED FINALITY.

II

> THE HONORABLE COURT OF APPEALS GRAVELY ERRED IN GRANTING RESPONDENT'S PETITION FOR CERTIORARI WITHOUT SHOWING THAT THE HONORABLE NLRC ACTED WITH GRAVE ABUSE OF DISCRETION, AMOUNTING TO LACK OF OR IN EXCESS OF JURISDICTION, WHEN IT RENDERED THE ASSAILED RESOLUTIONS OF JANUARY 24, 2008 AND MARCH 31, 2008.

III

> THE HONORABLE COURT OF APPEALS ACTED ERRONEOUSLY WHEN IT FOUND THE PETITIONERS LIABLE FOR DEATH BENEFITS, NOTWITHSTANDING THE FACT THAT AT THE TIME RESPONDENT'S SPOUSE DIED, NO EMPLOYER-EMPLOYEE RELATIONSHIP EXISTED BETWEEN THE DECEASED AND HEREIN PETITIONERS.
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> IV
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> THE HONORABLE APPELLATE COURT GRAVELY ERRED IN CONCLUDING THAT THE DEATH OF RESPONDENT'S SPOUSE WAS WORK RELATED DESPITE THE ABSENCE OF EVIDENCE TO PROVE THIS FINDINGS.
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> V
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> THE HONORABLE COURT OF APPEALS SERIOUSLY ERRED IN SETTING ASIDE THE TWIN RESOLUTIONS DATED JANUARY 24, 2008 AND MAY 31, 2008, BASED SOLELY ON THE ARGUMENTS AND UNSUBSTANTIATED ALLEGATIONS OF THE RESPONDENT INSTEAD OF THE EVIDENCE ON RECORD.

The present petition basically questions the appreciation of facts on the part of the CA. As a rule, only questions of law, not questions of fact, may be raised in a petition for review on *certiorari* under Rule 45.[6] The Court is thus generally bound by the CA's factual findings. There are, however, exceptions to the foregoing, among which is when the CA's factual findings are contrary to those of the trial court or administrative body exercising quasi-judicial functions from which the action originated.[7] The present petition falls under the exception due to the different factual findings of the Labor Arbiter, the NLRC and the CA.

The first two issues raised by petitioners are technical in nature. They argue that the CA has no jurisdiction over the present case because the Resolutions of the Labor Arbiter and the NLRC have become final and executory. They claim that both resolutions have become final and executory as early as June 16, 2008, before respondent filed her petition for *certiorari* with the CA on June 25, 2008. Petitioner's argument is meritorious.

In *Aliviado v. Procter and Gamble Phils., Inc*.[8] this Court has extensively discussed the finality of a judgment, thus:

> It is a hornbook rule that once a judgment has become final and executory, it may no longer be modified in any respect, even if the modification is meant to correct an erroneous conclusion of fact or law, and regardless of whether the modification is attempted to be made by the court rendering it or by the highest court of the land, as what remains to be done is the purely ministerial enforcement or execution of the judgment.
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> The doctrine of finality of judgment is grounded on fundamental considerations of public policy and sound practice that at the risk of occasional errors, the judgment of adjudicating bodies must become final and executory on some definite date fixed by law. [...], the Supreme

Court reiterated that the doctrine of immutability of final judgment is adhered to by necessity notwithstanding occasional errors that may result thereby, since litigations must somehow come to an end for otherwise, it would

'even be more intolerable than the wrong and injustice it is designed to correct.'[9]

In *Mocorro, Jr. v. Ramirez*,[10] we held that:

A definitive final judgment, however erroneous, is no longer subject to change or revision.

A decision that has acquired finality becomes immutable and unalterable. This quality of immutability precludes the modification of a final judgment, even if the modification is meant to correct erroneous conclusions of fact and law. And this postulate holds true whether the modification is made by the court that rendered it or by the highest court in the land. The orderly administration of justice requires that, at the risk of occasional errors, the judgments/resolutions of a court must reach a point of finality set by the law. The noble purpose is to write finis to dispute once and for all. This is a fundamental principle in our justice system, without which there would be no end to litigations. Utmost respect and adherence to this principle must always be maintained by those who exercise the power of adjudication. Any act, which violates such principle, must immediately be struck down. Indeed, the principle of conclusiveness of prior adjudications is not confined in its operation to the judgments of what are ordinarily known as courts, but extends to all bodies upon which judicial powers had been conferred.

The only exceptions to the rule on the immutability of final judgments are (1) the correction of clerical errors, (2) the so-called nunc pro tunc entries which cause no prejudice to any party, and (3) void judgments. Nunc pro tunc judgments have been defined and characterized by the Court in the following manner:

The object of a judgment nunc pro tunc is not the rendering of a new judgment and the ascertainment and determination of new rights, but is one placing in proper form on the record, the judgment that had been previously rendered, to make it speak the truth, so as to make it show what the judicial action really was, not to correct judicial errors, such as to render a judgment which the court ought to have rendered, in place of the one it did erroneously render, nor to supply nonaction by the court, however erroneous the judgment may have been. (Wilmerding vs. Corbin Banking Co., 28 South., 640, 641; 126 Ala., 268.)

A nunc pro tunc entry in practice is an entry made now of something which was actually previously done, to have effect as of the former date. Its office is not to supply omitted action by the court, but to supply an omission in the record of action really had, but omitted through inadvertence or mistake. (Perkins vs. Haywood, 31 N. E., 670, 672)