

FIRST DIVISION

[G.R. No. 200837, June 05, 2013]

**MAERSK FILIPINAS CREWING INC./MAERSK SERVICES LTD.,
AND/OR MR. JEROME DELOS ANGELES, PETITIONERS, VS.
NELSON E. MESINA, RESPONDENT.**

RESOLUTION

REYES, J.:

This Petition for Review on *Certiorari*,^[1] under Rule 45 of the Rules of Court, assails the Decision^[2] dated October 27, 2011 of the Court of Appeals (CA) in CA-G.R. SP No. 113470 which reversed and set aside the Decision^[3] dated July 23, 2009 of the National Labor Relations Commission (NLRC) and reinstated the Decision^[4] dated April 14, 2008 of the Labor Arbiter (LA) awarding US\$75,000.00 total disability benefits to Nelson Mesina (respondent) as well as attorney's fees.

Likewise assailed is the CA Resolution^[5] dated February 29, 2012 which denied reconsideration.

Antecedent Facts

On March 29, 2005, the respondent was employed by Maersk Filipinas Crewing Inc., with Mr. Jerome delos Angeles as its Manager, for and in behalf of its principal, Maersk Services, Ltd., (petitioners) as a steward on board the vessel "Sealand Innovator" for a period of nine (9) months with a monthly basic salary of US\$425.00.^[6]

The respondent boarded the vessel on May 3, 2005 after having been declared 'fit for sea duties' in his Pre-Employment Medical Examination.^[7]

As a steward, the respondent's functions involved kitchen-related services, cleaning accommodation spaces and performing laundry services, as may be required. Thus, while on board he cooked and served three meals everyday for sixty (60) persons. He also washed a cabin-load of dirty laundry all by himself using strong detergent and fabric conditioner. He was further ordered by the vessel's captain to wash-paint the decks from second to fourth deck using special soap and chemicals.

Sometime in June 2005, the respondent started to feel unusual itchiness all over his body followed by the appearance of small spots on his skin. He initially deferred seeking medical attention but when the itching became unbearable in October 2005, he requested for a thorough medical check-up.

He was subjected to medical check-up on board. After considering the extent of the rashes on his upper torso^[8] and the fact that he is engaged in food preparation and

service, he was medically repatriated on October 7, 2005.

Upon arrival in the Philippines, the respondent was referred to the petitioners' company-designated physician, Dr. Natalio Alegre II (Dr. Alegre),^[9] before whom he reported for treatment twice a week for eight (8) months. The respondent also underwent phototherapy for not less than twenty (20) sessions. During all these times, the petitioners shouldered the medical expenses of the respondent and paid him sick wage benefits.

In a letter dated June 23, 2006 to the petitioners, Dr. Alegre declared the respondent to be afflicted with psoriasis, an auto-immune ailment that is not work-related, viz:

Mr. Nelson E. Mesina followed-up on 23 June 2006.

The complete hepatitis profile was normal. The SGPT and SGOT were elevated indicating liver inflammation.

Ultrasound of the liver showed severe fatty infiltration.

Essentiale Forte three times daily is prescribed and follow-up is requested on 23 July 2006.

Psoriasis is an auto-immune ailment whereby the immune system misbehaves for no known reasons to attack a particular part of the body (in this case, the skin). It is not work[-]related and based on POEA contract, no disability could be assessed.^[10]

Based on Dr. Alegre's finding that psoriasis is not work-related, the petitioners discontinued paying the respondent's benefits. Aggrieved, the respondent sought the assistance of his union, the Associated Maritime Officers' and Seamen's Union of the Philippines (AMOSUP), which submitted him for diagnosis to Dr. Glenda Anastacio-Fugoso (Dr. Fugoso), a dermatologist at the Seaman's Hospital.

In a handwritten certification dated February 13, 2007, Dr. Fugoso confirmed that the respondent is suffering from *Psoriasis Vulgaris*, a disease aggravated by work but is not contagious. In another handwritten certification dated February 20, 2007, Dr. Fugoso certified that:

Mr. Nelson E, Mesina is at present disabled. Diagnosed as Psoriasis Vulgaris (a recurring non-contagious papulosquamous disease aggravated by stress drug intake alcohol etc.). His skin condition has occupied 80% of his body which will need a longer time to control.^[11]

In view of the conflicting findings of the two doctors on the causal connection between respondent's illness and work, the parties pursued grievance machinery under the Total Crew Cost-International Maritime Employers Committee-Collective Bargaining Agreement (TCC-IMEC CBA). Their conferences, however, yielded no

settlement. This prompted the respondent to commence the herein complaint for the payment of full disability benefits, damages, and attorney's fees before the LA.

The respondent claimed that his illness is compensable because it manifested during his employment aboard the petitioners' vessel. He further averred that it was triggered by his exposure to strong detergent soap and chemicals which he used in washing the dishes, laundry and ship decks. Upon the other hand, the petitioners denied liability on the basis of Dr. Alegre's declaration that it is not a work-related ailment and psoriasis is not an occupational disease under the 2000 Philippine Overseas Employment Administration-Standard Employment Contract for Seafarers (POEA-SEC).

Ruling of the LA

In its Decision^[12] dated April 14, 2008, LA Romelita N. Rioflorido adjudged the respondent's illness to be reasonably connected to his work and thus compensable. The LA explained, thus:

Our own research confirms that [respondent's] illness can be reasonably related to his work as steward. Not every everyone [sic] who has the gene mutations gets psoriasis and there are several forms of psoriasis that people can develop. Certain environmental triggers play a role in causing psoriasis in people who have these gene mutations. Also, psychological stress has long been understood as a trigger for psoriasis flares, but scientists are still unclear about exactly how this occurs. Studies do show that not only can a sudden, stressful event trigger a rash to worsen[;] daily hassles of life can also trigger a flare. In addition, one study showed that people who are categorized as "huge worriers" were almost two times less likely to respond to treatment compared to "low worriers".
([//dermatology.about.com/od/psoriasisbasics/a/psorcause.htm](http://dermatology.about.com/od/psoriasisbasics/a/psorcause.htm)).
Sometime[s] even mild injuries to the skin such as abrasions can trigger psoriasis flares. This is called koebner phenomenon.
(www.psoriasiscafe.org/psoriasis-cause.htm).

There is nothing in the record to show that [respondent's] illness was caused by genetic predisposition or drug reaction. Having ruled out these causes, what remains is the environmental factor such as [respondent's] constant exposure to strong laundry detergent powder and fabric conditioner, chemicals and the stress and strain which are present in his work.^[13]

The LA further reasoned that in disability compensation, it is not the injury which is compensated but rather the incapacity to work resulting in the impairment of one's earning capacity. Obviously, the respondent's continued employment is deleterious to his health because he will be exposed to factors that can increase the risk of the further recurrence or aggravation of his psoriasis. The fact that the petitioners no longer employed him is the most eloquent proof of his permanent disability.^[14] Accordingly, the decretal portion of the LA decision read:

WHEREFORE, premises considered, judgment is hereby rendered ordering [petitioners] to pay the [respondent], jointly and severally, the amount of US\$75,000.00 representing his total disability benefits, plus attorney's fees of US\$7,500.00, in Philippine currency, at the rate of exchange prevailing at the time of actual payment. All other claims are dismissed.

SO ORDERED.^[15]

Ruling of the NLRC

The NLRC differed with the conclusions of the LA and held that there is actually no substantial evidence to prove that the nature of and the stress concomitant to the respondent's work aggravated his psoriasis. The NLRC observed that the only evidence substantiating the claim that the respondent's illness is work-related were his bare allegations and the two certifications of Dr. Fugoso who examined him only once. The NLRC noted that Dr. Fugoso even failed to make a clear finding that it was the stress specifically experienced by the respondent while aboard the vessel that aggravated his disease. The NLRC accorded more weight to the certification issued by Dr. Alegre, who was in a better position to assess the respondent after having examined and treated him twice a week for eight (8) months. Thus, the NLRC reversed the LA's ruling and disposed as follows in its Decision^[16] dated July 23, 2009, *viz*:

WHEREFORE, premises considered, the appealed Decision is hereby **REVERSED** and **SET ASIDE**, and another one entered DISMISSING the instant complaint for lack of merit.

SO ORDERED.^[17]

Ruling of the CA

The CA sustained the LA's judgment elaborating that inasmuch as the actual cause of psoriasis is unknown and given the probability that its onset was caused by factors found within the respondent's work environment, the doubt as to whether his illness is work-related should be resolved in his favor.

The CA further pointed out that despite the failure of the two doctors to declare the respondent to be fit to return to work, the abrasions on his skin remain repulsive despite treatment for eight (8) months, and the fact that there is no known cure for psoriasis reasonably establish that he can no longer work as seaman; hence, permanently and totally disabled for purposes of compensation under the law. The decretal portion of the CA Decision^[18] dated October 27, 2011 thus read:

WHEREFORE, the foregoing considered, the assailed Decision dated 23 July 2009 of the National Labor Relations Commission in NLRC LAC No. (OFW-M) 07-000527-08 is **REVERSED** and **SET ASIDE**, and the Decision dated 14 April 2008 of the Labor Arbiter Romelita N. Rioflorido rendered

in NLRC NCR CASE No. OFW-(M)-06-06586-07 is hereby **REINSTATED**.

SO ORDERED.^[19]

The petitioners moved for reconsideration but their motion was denied in the CA Resolution^[20] dated February 29, 2012.

Issues

The petitioners impute the following errors to the appellate court, viz:

I.

THE CONCLUSION OF THE [CA] WAS BASED ON INFERENCES THAT WERE MANIFESTLY MISTAKEN[;] ITS FINDINGS WERE CONTRARY TO THE PROVISIONS OF THE POEA STANDARD [EMPLOYMENT] CONTRACT AND THE CBA, [AND] THE AGREEMENTS BETWEEN THE PARTIES[;]

II.

THE HONORABLE [CA] BLATANTLY ERRED IN REVERSING THE DECISION OF THE NLRC EVEN IF RESPONDENT FAILED TO DEMONSTRATE THAT THE NLRC COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OF OR EXCESS OF JURISDICTION IN DECIDING TO REVERSE THE DECISION OF [LA] RIOFLORIDO.^[21]

The primordial issue submitted for the Court's resolution is whether or not the respondent is entitled to permanent total disability benefits.

Ruling of the Court

At the onset, it is well to note that in resolving disputes on disability benefits, the fundamental consideration has been that the POEA-SEC was designed primarily for the protection and benefit of Filipino seamen in the pursuit of their employment on board ocean-going vessels. As such, its provisions must be construed and applied fairly, reasonably and liberally in their favor because only then can its beneficent provisions be fully carried into effect.^[22]

Under Section 20.1.4.1^[23] of the parties' AMOSUP/IMEC-CBA for 2004, the respondent shall be entitled to compensation if he suffers permanent disability as a result of a work-related illness while serving on board. The provision further states that the determination of whether an illness is work-related shall be made in accordance with Philippine laws on employees' compensation.^[24]

The 2000 POEA-SEC^[25] defines "work-related illness" as "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."^[26]