

## SECOND DIVISION

**[ G.R. No. 185463, February 22, 2012 ]**

**TEEKAY SHIPPING PHILS., INC., AND/OR TEEKAY SHIPPING CANADA, PETITIONERS, VS. RAMIER C. CONCHA RESPONDENT.**

### DECISION

**PEREZ, J.:**

Petitioners Teekay Shipping Philippines, Inc., and/or Teekay Shipping Canada, Ltd. (hereinafter referred to as petitioners) seek the reversal of the 3 July 2008 Decision<sup>[1]</sup> and 20 November 2008 Resolution<sup>[2]</sup> of the Court of Appeals (CA) in CA-G.R. Sp. No. 98667. The CA ruled that "the NLRC acted without grave abuse of discretion in ordering the remand of the case to the Arbitration Branch for further proceedings as the case has not yet prescribed."<sup>[3]</sup>

Culled from the records are the following undisputed facts:

On 9 November 2000, Ramier C. Concha (hereinafter referred to as private respondent) was hired as an Able Seaman by petitioners under an employment contract<sup>[4]</sup> for a period of eight (8) months with a monthly salary of \$535.00. He was deployed to Canada on 22 November 2000.

On a windy morning of 23 November 2000, while he was removing rusty fragments during his deck assignment, a foreign particle accidentally entered his left eye. When his eye became reddish and his vision became blurred, the designated medical officer on board administered first aid treatment. Since there was no sign of improvement, respondent requested for medical check-up in a hospital.

On 3 December 2000, private respondent was initially admitted at Karanatha Hospital in Australia and was diagnosed with Left Eye Acute Iritis. He was thereafter referred to the Royal Perth Hospital, West Australia and was diagnosed to be suffering from Left Eye Iritis (Granulomatous).

On 6 December 2000, after being deployed only for less than a month, private respondent was repatriated to the Philippines. Upon his arrival, private respondent was referred to the Metropolitan Hospital. He underwent medical treatment until February 2001. As he had not been assessed whether he was fit to work as a seafarer, he filed a complaint for illegal dismissal with money claims with the Arbitration Branch of the National Labor Relations Commission (NLRC) on 28 May 2001.<sup>[5]</sup> The complaint, however, was dismissed without prejudice by the Labor Arbiter on same date.

On 13 December 2004, private respondent filed another complaint<sup>[6]</sup> for illegal dismissal before the Arbitration Branch of the NLRC. In his complaint, he sought to

recover disability benefits, damages and attorney's fees. He likewise prayed for the payment of wages pertaining to the unexpired portion of his contract.

Petitioners moved to dismiss the complaint for being time-barred. Relying on Article 291 of the Labor Code, they maintained that all money claims premised on, or arising from one's employment should be brought within three (3) years from the time the cause of action accrued.

In an Order<sup>[7]</sup> dated 28 February 2005, the Labor Arbiter dismissed the complaint on the ground of prescription.

Aggrieved, private respondent on 11 April 2005 filed an appeal<sup>[8]</sup> to the NLRC arguing that the Labor Arbiter erred in dismissing his complaint and in denying him due process by not giving him the opportunity to present evidence against petitioners.

On 28 November 2006, the NLRC issued a Resolution<sup>[9]</sup> setting aside the 28 February 2005 Order of the Labor Arbiter. The NLRC, in effect, reinstated the case and ordered the Labor Arbiter of origin to conduct further proceedings.

Petitioners filed a Motion for Reconsideration but this was denied by the NLRC in an Order<sup>[10]</sup> dated 31 January 2007.

Petitioners assailed the 28 November 2006 and 31 January 2007 Resolutions of the NLRC before the CA.

On 3 July 2008, the CA promulgated a decision dismissing their petition. The motion for reconsideration filed by petitioners on 25 July 2008 was denied in a Resolution dated 20 November 2008.

Hence, this petition.

## **ISSUE**

Whether or not the CA erred in ruling that private respondent's claims have not yet prescribed.

## **OUR RULING**

The appellate court is correct.

We find the instant petition bereft of merit.

Petitioners contend that the CA unjustifiably turned a blind eye to pertinent existing laws, contract and prevailing jurisprudence. They insist that seafarers are contractual employees whose rights and obligations are governed primarily by the POEA Standard Employment Contract for Filipino Seamen, the Rules and Regulations Governing Overseas Employment, and more importantly, Republic Act No. 8042 or the Migrant Workers and Overseas Filipinos Act of 1995.

Citing Section 30 of the POEA Standard Employment Contract, they maintained that