

THIRD DIVISION

[G.R. No. 194758, October 24, 2012]

**RUBEN D. ANDRADA, PETITIONER, VS. AGEMAR MANNING
AGENCY, INC., AND/OR SONNET SHIPPING LTD./MALTA,
RESPONDENTS.**

DECISION

MENDOZA, J.:

This is a petition for review on certiorari seeking to reverse and set aside the May 28, 2010 Decision^[1] of the Court of Appeals (CA) and its December 9, 2010 Resolution^[2] in CA-G.R. SP No. 109853 entitled "*Ruben D. Andrada v. National Labor Relations Commission, Agemar Manning Agency, Inc., and/or Sonnet Shipping Ltd./Malta.*"

The Facts

On June 23, 2003, petitioner Ruben D. Andrada (*Andrada*) was employed by respondent Agemar Manning Agency, Inc. (*Agemar Manning*), for and in behalf of its foreign principal, respondent Sonnet Shipping Ltd./Malta (*Sonnet Shipping*), as chief cook steward on board M/T Superlady for a contract period of twelve (12) months which was, upon his request, extended for another five (5) months. Andrada's basic monthly salary was US\$650.00 plus US\$65.00 tanker allowance on a 48-hour work week, with a fixed overtime pay of US\$195.00 for 105 hours per month and vacation leave with pay of four days a month. Andrada finished five (5) contracts of employment with the respondents from December 1994 to April 2003 on board their other vessels. Prior to his last embarkation, Andrada underwent a pre-employment medical examination (PEME) and was found fit for sea service. He boarded his vessel on June 24, 2003.

Sometime in April 2004, while the vessel was navigating in high seas, Andrada experienced severe abdominal pain while carrying heavy food provisions which was part of his job. Thinking that it would not lead to any serious consequences, he just let it pass. The abdominal pain, however, recurred during the latter part of his extended contract. On October 10, 2004, he was referred to the Island Healthy Center in Texas, U.S.A., where he was diagnosed with umbilical hernia. Andrada was advised to undergo surgery and to use a girdle whenever he lifted heavy objects. Andrada requested for a medical sign-off and was repatriated to the Philippines on December 8, 2004 so he could continue his treatment and medication as per advice of a doctor in Texas, U.S.A.

On the day following his arrival, Andrada immediately reported to the Agemar Manning, which referred him to YGEIA Medical Clinic for a general check-up. In a letter, dated December 14, 2004, Dr. Roberto M. De Leon (*Dr. De Leon*) recommended that Andrada should undergo surgical operation of his umbilical

hernia and multiple gallbladder stones at the soonest time possible. On January 25, 2005, the medical procedures called umbilical herniorrhapy and laparoscopic cholecystectomy were performed on him at the Philippine General Hospital where he was confined for five (5) days, from January 25 to 29, 2005, under the care of Dr. Jose Macario V. Faylona (*Dr. Faylona*).

On February 8, 2005, as he could still feel the symptoms of his illness, Andrada consulted Dr. Efren R. Vicaldo (*Dr. Vicaldo*) of the Philippine Heart Center. In his medical certificate, Dr. Vicaldo came out with the following prognosis: Hypertension, essential; Gall bladder stone; S/P laparoscopic cholecystectomy; Umbilical Hernia, S/P repair; Impediment Grade VIII (33.59%). Dr. Vicaldo opined that Andrada's illness was considered work aggravated/related. He concluded that Andrada was unfit to resume work as a seaman in any capacity and could not be expected to land a gainful employment due to his medical condition.^[3]

Record bears out that Dr. Faylona, through a letter, dated March 14, 2005, certified that Andrada was "fully recovered from the surgery and is now fit to work."^[4] On March 21, 2005 or almost two months after his surgery, Andrada submitted himself to a medical check-up at the YGEIA Medical Clinic. In the progress report, dated March 22, 2005, Dr. Maria Cristina L. Ramos (*Dr. Ramos*), the medical director of YGEIA Medical Clinic, declared Andrada as fit to work effective March 22, 2005.^[5] On April 21, 2005, Andrada signed the Deed of Release, Waiver and Quitclaim wherein he acknowledged receipt of the amount of \$3,501.53 or its peso equivalent of P192,357.41.^[6] The said deed stated that Andrada was thereby releasing and discharging the respondents from all actions, complaints and demands on account or arising out of his employment as a seaman on board M/T Superlady.^[7]

Notwithstanding, Andrada demanded payment of disability and illness allowance/benefits from the respondents pursuant to the Philippine Overseas Employment Administration (*POEA*) Standard Employment Contract (*POEA-SEC*) on the basis of the findings/recommendations of Dr. Vicaldo. His claims were refused.

On May 26, 2005, Andrada filed a complaint^[8] for the recovery of disability benefits, sickness allowance, reimbursement of medical expenses, damages, and attorney's fees against the respondents. The parties were required to submit their respective position papers due to their failure to amicably settle their disputes during the mandatory conciliation conference.

On January 9, 2007, Labor Arbiter Ramon Valentin C. Reyes (*LA*) rendered judgment and ruled that Andrada was entitled to disability benefits. The LA opined that his inability to perform his work for more than 120 days constituted permanent total disability. He gave scant consideration on the two certifications separately issued by Dr. Faylona and Dr. Ramos which he considered self-serving and biased in favor of the respondents and certainly could not be considered independent. The LA said that his umbilical hernia was contracted during his employment with the respondents for the last ten (10) years because his job entailed the lifting of heavy food provisions. He added that considering this long stint with the respondents, Andrada's non-redeployment put in doubt the respondents' claim that he was indeed fit to work. The dispositive portion of said judgment reads:

WHEREFORE, premises considered, judgment is hereby rendered ordering the respondents Agemar Manning Agency, Inc. and/or Sonnet Shipping Ltd./Malta to pay complainant Ruben D. Andrada the amount of THIRTY TWO THOUSAND FOUR HUNDRED NINETEEN US DOLLARS & 20/100 (US\$32,419.20) or its equivalent in Philippine Peso at the prevailing rate of exchange at the time of actual payment representing his disability benefits, sickness wages and attorney's fees.

All other claims are DISMISSED for lack of merit.

SO ORDERED.^[9]

On appeal, the National Labor Relations Commission (*NLRC*) reversed the judgment of the LA ratiocinating that Andrada's claim for disability benefit was bereft of legal and factual basis in the face of the certificate of fitness to work issued by the company-designated physician. The *NLRC* said that the findings and assessment of the company-designated physician, who also supervised and monitored Andrada's treatment, should be upheld as the truthful declaration of the latter's medical status at the time of the issuance of the certificate. It was likewise ruled that the execution by Andrada of the Deed of Release, Waiver and Quitclaim effectively negated his claim for disability benefits. Lastly, the *NLRC* declared that Andrada's non-disclosure of the fact that he was afflicted with umbilical hernia as early as 2002 further precluded him from claiming said disability benefits. The award of sickness wages was also set aside because the same was already paid to Andrada as shown by copies of the corresponding check vouchers issued by the respondents. Thus, the *NLRC* adjudged:

WHEREFORE, premises considered, the Decision dated January 7, 2007 is hereby SET ASIDE and a new one entered dismissing the complaint for lack of merit.

SO ORDERED.^[10]

Aggrieved, Andrada assailed the *NLRC* decision via a petition for certiorari before the CA ascribing grave abuse of discretion on the part of the *NLRC* for denying his entitlement for disability benefits and other monetary claims.

On May 28, 2010, the CA rendered its judgment finding that the challenged decision of the *NLRC* was in accordance with law and prevailing jurisprudence and that no grave abuse of discretion amounting to lack or excess of jurisdiction could be imputed against it for reversing the January 9, 2007 LA decision. The CA disposed the case as follows:

WHEREFORE, the petition is DISMISSED. The assailed Decision and Resolution of the *NLRC* are AFFIRMED. Costs against the Petitioner.

SO ORDERED.^[11]

Andrada's motion for reconsideration was denied by the CA in its Resolution, dated December 9, 2010. Hence, he filed this petition raising the following

ISSUES

THE COURT OF APPEALS COMMITTED AN ERROR OF LAW IN DISREGARDING JURISPRUDENCE INTERPRETING THE PROVISIONS OF SECTION 20(B), PARAGRAPH 3 OF THE POEA STANDARD CONTRACT REGARDING THE AUTHORITY OF THE COMPANY-DESIGNATED PHYSICIAN.

THE COURT OF APPEALS COMMITTED AN ERROR OF LAW WHEN IT DID NOT APPLY THE CORRECT LAW AND JURISPRUDENCE ON CLAIMS FOR FULL DISABILITY BENEFITS AND ATTORNEY'S FEES.

THE COURT OF APPEALS COMMITTED AN ERROR OF LAW IN UPHOLDING THE QUITCLAIM EXECUTED BY PETITIONER AS TO BAR HIS CLAIM FOR DISABILITY BENEFITS.^[12]

Arguments

Essentially, Andrada argues that the company-designated physician is not conferred with the sole and exclusive authority to determine whether a seafarer is suffering from disability or whether his sickness is work-related and, hence, his declaration anent the medical condition of the seafarer is not conclusive upon the latter and the courts. He posits that the Court should weigh the inherent merits of the assessment of the company-designated physician and of his independent doctor taking into consideration not only its medical significance but more importantly, his ability to still perform his laborious and strenuous work after the surgery.

Andrada insists that umbilical hernia is an occupational disease and one of its risk factors is the lifting of heavy objects which was part of his job. He claims that he could no longer perform his customary work despite the repair of his umbilical hernia because there was always a risk that his medical condition could recur. He avers that the Deed of Release, Waiver and Quitclaim pertained only to the payment of sickness allowance and not to disability benefits which have yet to be settled. He adds that a deed of release or quitclaim cannot bar an employee from demanding benefits to which he is legally entitled to receive, and any agreement whereby a worker agrees to receive less compensation than what he is entitled to recover is invalid.

By way of Comment,^[13] the respondents counter that the errors raised by Andrada involve questions of fact as these would require the examination and determination of the evidentiary weight of the documents submitted by the latter, specifically the medical certificate issued by Dr. Vicaldo and the Deed of Release, Waiver and Quitclaim executed by him. They posit that factual issues may not be passed upon by this Court through a petition for review on certiorari under Rule 45 and Andrada did not cite any circumstances that could warrant exemption from this rule.

On the merits, the respondents argue that Andrada's entitlement for disability benefits was negated by the pronouncement of his fitness to work by Dr. Ramos, the company-designated physician, and by Dr. Faylona, the physician who treated him extensively. They stress that the CA was correct in not giving weight on the medical assessment of Andrada's private doctor, Dr. Vicaldo, because the same was not supported by any medical record and was issued after a single medical check-up done merely ten days after his surgery. They assert that Andrada's alleged disability is not compensable because his umbilical hernia was pre-existing. Lastly, they contend that the Deed of Release, Waiver and Quitclaim is valid, and cover all possible claims that Andrada may have against them including the disability benefits.

The Court's Ruling

From a perusal of the arguments of Andrada, it is quite apparent that this petition is raising questions of facts inasmuch as this Court is being asked to revisit and assess anew the factual findings of the CA and the NLRC. Andrada is fundamentally assailing the findings of the CA and the NLRC that the evidence on record did not support his claim for disability benefits. In effect, he would have the Court sift through, calibrate and re-examine the credibility and probative value of the evidence on record so as to ultimately decide whether or not there is sufficient basis to hold Agemar Manning and Sonnet Shipping accountable for refusing to pay for his disability benefits under the POEA's Revised Standard Terms and Conditions Governing the Employment of Filipino Seafarers on Board Ocean-Going Vessels, which is deemed written in his contract of employment. This clearly involves a factual inquiry, the determination of which is the statutory function of the NLRC.^[14]

Elementary is the principle that this Court is not a trier of facts and this doctrine applies with greater force in labor cases. Questions of fact are for the labor tribunals to resolve.^[15] Only errors of law are generally reviewed in petitions for review on *certiorari* criticizing decisions of the CA. Moreover, findings of fact of quasi-judicial bodies like the NLRC, as affirmed by the CA, are generally conclusive on this Court.^[16]

In exceptional cases, however, the Court may be urged to probe and resolve factual issues when there is insufficient or insubstantial evidence to support the findings of the tribunal or the court below, or when too much is concluded, inferred or deduced from the bare or incomplete facts submitted by the parties or, where the LA and the NLRC came up with conflicting positions.^[17] In the case at bench, considering the conflicting findings of the LA, on one hand, and the NLRC and the CA, on the other, this Court is impelled to resolve the factual issues along with the legal ones. The core issue is whether or not Andrada is entitled to disability benefits on account of his medical condition.

The Court rules in the negative.

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