



Republic of the Philippines
 Supreme Court
 Manila

THIRD DIVISION

SEA POWER SHIPPING
 ENTERPRISES, INC., OCEAN
 WAVE MARITIME CO. and
 ANTONETTE ISABEL A.
 GUERRERO,

Petitioners,

- versus -

FERDINAND S. COMENDADOR,
Respondent.

G.R. No. 236804

Present:

LEONEN, J.,
 Chairperson,
 HERNANDO,
 INTING,
 DELOS SANTOS, and
 LOPEZ, J., JJ.

Promulgated:

February 1, 2021

Mis+DCBatt

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DECISION

DELOS SANTOS, J.:

Without a valid final and definitive assessment from the company-designated physician, respondent's temporary and total disability, by operation of law, became permanent and total.¹

This is to resolve the Petition for Review on *Certiorari*² under Rule 45 of the Rules of Court, dated March 14, 2018, of petitioners Sea Power Shipping Enterprises, Inc. (Sea Power), Ocean Wave Maritime Co. (Ocean Wave), and Antonette Isabel A. Guerrero (Guerrero; collectively, petitioners) seeking to reverse and set aside the Decision³ dated February 20, 2017 and the Resolution⁴ dated January 10, 2018, both of the Court of Appeals (CA)

¹ *Orient Hope Agencies, Inc. v. Jara*, 832 Phil. 380, 407 (2018).

² *Rollo*, pp. 28-61.

³ Penned by Associate Justice Renato C. Francisco, with Associate Justices Apolinario D. Bruselas, Jr. and Danton Q. Bueser, concurring; id. at 10-22.

⁴ Id. at 23-24.

in CA-G.R. SP No. 143465 and praying for the dismissal of respondent Ferdinand S. Comendador's (Comendador) complaint for lack of merit.

The factual antecedents are as follows:

On December 14, 2012, Comendador was employed as an Ordinary Seaman for the vessel "M.V. Makaria" by Ocean Wave through its resident agent, Sea Power.⁵

On March 17, 2013, while he was on duty fixing the hatch cover of "M.V. Makaria," Comendador was hit by a metal cable wire when it suddenly snapped and coiled around his body which knocked him unconscious and almost suffocated him to death. Thereafter, he experienced severe pains on his waist. Despite being administered with medication, the lingering pain made it impossible for him to go back to work.⁶

Comendador requested to be brought to a medical facility. However, he had to wait for a week as "M.V. Makaria" was still in transit in the open sea. Upon reaching the next port of convenience, Comendador was examined although he was not able to complete the laboratory tests since "M.V. Makaria" had to leave the port immediately after discharging all its cargoes. Because he cannot anymore bear the recurring pain, he requested to immediately be repatriated so he could seek medical treatment. However, his request was denied due to the vessel's lack of crew to replace him. As a result, Comendador's prolonged stay in "M.V. Makaria" caused his waist to become swollen due to the abscesses which developed on the injured portion of his waist.⁷

On September 16, 2013, Comendador was finally repatriated where he reported immediately to Sea Power's office. After which, Sea Power, through its President, Guerrero, referred him to Dr. Jose Emmanuel F. Gonzales (Dr. Gonzales) of the De Los Santos Medical Center.⁸

On September 18, 2013, Dr. Gonzales found that Comendador had a "huge hematoma formation over his inguinal area" and advised him to undergo hospital confinement for observation and possible drainage (of the hematoma).⁹

⁵ Id. at 11.

⁶ Id.

⁷ Id.

⁸ Id. at 11-12.

⁹ Id. at 12.

On September 24, 2013, Comendador was confined at the Perpetual Help Hospital where he underwent surgery in order to drain the abscesses that had formed in his waist. Thereafter, he was discharged from the hospital.¹⁰

On September 25, 2013, Dr. Gonzales issued a medical progress report to Sea Power stating that an incision and a corresponding drainage had been made on the injured waist. He added that the “whole procedure was uneventful” and Comendador’s vital signs were controlled to an acceptable level throughout the operation.”¹¹

However, Comendador went to see Dr. Maria Corazon Hidalgo-Cabuquit who, in turn, referred him for therapy because he had difficulty in ambulating due to his painful waist. Consequently, he underwent therapy starting October 2013.¹²

On November 6, 2013, Dr. Gonzales issued a final medical report of Comendador’s condition to Sea Power stating that the “physical examination showed dry and healed wound,” including the drain site. He added that Comendador “claims that he is already asymptomatic.” In conclusion, Dr. Gonzales declared Comendador “Fit to Resume Sea Duties” as of that date.¹³

Also on the same date, a document denominated as “Certificate of Fitness for Work” was executed by Comendador (and witnessed by Dr. Gonzales) releasing Ocean Wave and Sea Power from all liabilities “in connection with being released x x x as fit for duty” and declaring that the same document “may be pleaded in bar or any proceedings of the law that may be taken by any government agency.”¹⁴

Meanwhile, during the period of January 7, 2014 to February 2, 2014, Comendador was still undergoing therapy.¹⁵

On February 14, 2014, Comendador was subjected to a Magnetic Resonance Imaging (MRI) scan where it was found by Dr. Raymond Piedad of the Radiological Sciences Division of the Philippine Heart Center that he had “subcutaneous and intramuscular abscess formations with fistulous tracts,” as well as an “intraosseous and paravertebral abscess formations x x x with involvement of the left iliopsoas muscle” in his waist.¹⁶

¹⁰ Id.

¹¹ Id.

¹² Id.

¹³ Id.

¹⁴ Id. at 13.

¹⁵ Id.

¹⁶ Id.

On February 24, 2014, Comendador filed a Complaint before the Labor Arbiter (LA) claiming for disability and medical benefits against petitioners. Thereafter, the proceedings ensued.¹⁷

On March 10, 2014, Dr. Misael Jonathan A. Ticman (Dr. Ticman) issued a "Disability Report" stating that after evaluating the MRI results, as well as all the previous medical documents relative to the injured waist, Comendador suffers from permanent disability and that "he is unfit to work as a seaman in any capacity."¹⁸

Comendador then filed a complaint against petitioners for permanent disability and other benefits, with the National Labor Relations Commission (NLRC) docketed as NLRC Case No. (M) NCR-02-02096-14, before LA Jaime M. Reyno (LA Reyno).¹⁹

Labor Arbiter's Ruling

On June 10, 2015, LA Reyno rendered a Decision dismissing the complaint for lack of merit. However, the complainant is entitled to be paid the amount of US\$366.66 or its equivalent as actual payment for sickness allowance.²⁰ The dispositive portion of the Decision reads as follows:

WHEREFORE, premises considered, judgment is hereby rendered dismissing the above captioned complaint for lack of merit. However, complainant is entitled to be paid the amount of US\$366.66 or its equivalent at actual payment as sickness allowance.

All other claims are dismissed.

SO ORDERED.²¹

The LA ratiocinated that Dr. Gonzales' findings should be upheld over those of Dr. Ticman's because he was the doctor who supervised and monitored Comendador's injury.²²

Aggrieved by the LA's Decision, Comendador elevated the case to the NLRC for review. It was also during this time that he submitted an x-ray result as an update of his condition where it was shown that he had a decrease in vertebral body height due to sclerosis (specifically lumbar

¹⁷ Id.

¹⁸ Id.

¹⁹ Id. at 105.

²⁰ Id.

²¹ Id. at 14.

²² Id.

lordosis).²³

NLRC's Ruling

On August 26, 2015, the NLRC promulgated a Decision reversing and setting aside the LA's Decision and entering a new decision, granting Comendador disability benefits, sick wage allowance, and attorney's fees. The dispositive portion reads as follows:

WHEREFORE, complainant's appeal is GRANTED. Consequently, the assailed Decision of the Labor Arbiter is REVERSED and SET ASIDE. Complainant is declared totally and permanently disabled and accordingly is entitled to his monetary claim of US\$60,000.00 and sickwage (*sic*) allowance of US\$1,466.64, or its equivalent in Philippine Currency at the prevailing rate of exchange at the time of payment. Complainant is also entitled to 10% of the total monetary awards as attorney's fees.

SO ORDERED.²⁴

The NLRC found that the examinations by Dr. Gonzales were not as thorough as those of Dr. Ticman's.²⁵

On September 10, 2015, petitioners moved for reconsideration.²⁶

On September 30, 2015, the NLRC denied the motion for reconsideration.²⁷

On December 20, 2015, petitioners filed with the CA their "Petition for *Certiorari* with Prayer for the Issuance of a Writ of Preliminary Injunction and/or Temporary Restraining Order" against the NLRC's August 26, 2015 Decision, challenging the NLRC's act of giving weight and consideration to Dr. Ticman's March 10, 2014 Disability Report which was used to support Comendador's cause of action, despite the fact that his complaint was filed days earlier, on February 24, 2014. Moreover, they also pointed out that Comendador had not yet resorted to the opinion of a third doctor to challenge the November 6, 2013 Certificate of Fitness for Work.²⁸

²³ Id.

²⁴ Id. at 14-15.

²⁵ Id. at 15.

²⁶ Id.

²⁷ Id.

²⁸ Id.

On March 7, 2016, Comendador filed his “Comment with Opposition to the Application for Temporary Restraining Order” basically asserting that resort to a third doctor in challenging the company-designated physician’s diagnosis is merely directory and not mandatory.²⁹

CA’s Ruling

In a Decision³⁰ dated February 20, 2017, the CA ruled that the NLRC did not commit any grave abuse of discretion in reversing the LA’s Decision. The NLRC merely acted in consonance with its statutory power to review the LA’s factual findings. Besides, the CA is precluded from reviewing the NLRC’s factual assessments in a special civil action for *certiorari*. Thus, the CA upheld the NLRC’s findings and dispositions which are as follows:

FIRST, Comendador already had a cause of action at the time he filed his Complaint because he already got hold of an objective prognosis in the form of an MRI scan result[;] x x x

SECOND, Dr. Ticman’s findings of existent internal conditions weigh more [than] that of Dr. Gonzales’ findings of apparent external healing[;]

x x x x

THIRD, the records do not contain any agreement or contract showing that parties had indeed agreed to refer to a third doctor in case disagreements in disability assessments[; and]

x x x x

LAST, the circumstances surrounding Comendador’s case justify the application of social justice principles favoring the rights of laborers.³¹

The CA ruled that these aforementioned circumstances adequately justify the NLRC’s award of disability claims and all other monetary claims in favor of Comendador.

On March 16, 2017, petitioners filed a Motion for Reconsideration.³²

On January 10, 2018, the CA denied, in a Resolution,³³ the Motion for lack of merit. Hence, this Petition raising the following errors:

²⁹ Id.

³⁰ Supra note 3.

³¹ *Rollo*, pp. 18-20.

³² Id. at 34.

³³ Supra note 4.

I.

THE HONORABLE [CA] GRAVELY ERRED IN HOLDING PETITIONERS LIABLE FOR PERMANENT TOTAL DISABILITY BENEFITS OF US\$ 60,000.00 AND OTHER BENEFITS FOR LACK OF FACTUAL AND LEGAL BASIS:

- A. CONTRARY TO THE HONORABLE COURT'S RULING, [COMENDADOR] HAD NO CAUSE OF ACTION AT THE TIME HE FILED THE INSTANT COMPLAINT.
- B. THE COMPANY-DESIGNATED PHYSICIAN CLEARED [COMENDADOR] FROM HIS CONDITION AND DECLARED HIM FIT TO RESUME SEA DUTIES WITHIN THE REQUIRED PERIOD. SUCH DECLARATION OF FITNESS WAS EVEN ACKNOWLEDGED BY [COMENDADOR] WHEN HE FREELY AND VOLUNTARILY EXECUTED THE CERTIFICATE OF FITNESS FOR WORK.
- C. THE MEDICAL REPORTS OF [COMENDADOR]'S APPOINTED PHYSICIANS CANNOT BE GIVEN GREATER CREDENCE AS THEY WERE BASED ON A SINGLE FLEETING CONSULTATION AND AS SUCH, DID NOT REPRESENT A COMPREHENSIVE EXAMINATION OF [COMENDADOR]'S CONDITION.
- D. [COMENDADOR] FAILED TO COMPLY WITH THE MANDATED CONFLICT-RESOLUTION PROCEDURE OF REFERRAL TO A NEUTRAL THIRD DOCTOR. SUCH COURSE OF ACTION IS MANDATORY IN NATURE AND HENCE, [COMENDADOR]'S FAILURE TO COMPLY WITH THE SAME RESULTS TO THE COMPANY-DESIGNATED PHYSICIAN'S FINDINGS AS FINAL AND CONTROLLING

II.

THE HONORABLE [CA] GRAVELY ERRED IN AFFIRMING THE GRANT OF SICKNESS ALLOWANCE AND ATTORNEY'S FEES IN FAVOR OF [COMENDADOR].³⁴

Petitioners argue in their Petition³⁵ that contrary to the CA's ruling, Comendador had no cause of action because at the time he filed his complaint, he had no ground for a disability claim since he did not have any sufficient evidence to support his allegation. Moreover, petitioners contend that while the company-designated physician cleared Comendador from his condition and declared him fit to resume sea duties within the required period, such declaration of fitness was even acknowledged by Comendador when he freely and voluntarily executed the Certificate of Fitness for Work. Thus, they contend that Comendador should not be allowed to assail such medical report assessment because he concurred to it, which shows that the

³⁴ *Rollo*, pp. 34-35.

³⁵ *Id.* at 28-54.

filing of this claim for total and permanent disability benefits is just a mere afterthought. Furthermore, the medical report of Comendador's appointed physician cannot be given greater credence as they were based on a single fleeting consultation and as such, did not represent a comprehensive examination of Comendador's condition. Lastly, Comendador's failure to comply with the mandated conflict-resolution procedure of referral to a neutral third doctor, which is mandatory in nature, rendered the company-designated physician's finding as final and controlling.

In his Comment,³⁶ Comendador stated that at the time he filed the complaint for disability and other benefits against petitioners, there already exists a cause of action against the latter because the company-designated physician had prematurely terminated his treatment. The fit to work assessment was premature and the MRI results also provided contrary findings. Moreover, he also refuted the argument of petitioners that he failed to comply with the conflict-resolution procedure of referral to a neutral third-party doctor arguing that it is not mandatory. Lastly, he also stated that he is entitled to sickness allowance and petitioners failed to pay him the same.

The Court's Ruling

The Petition is bereft of merit.

Generally, a question of fact cannot be entertained by the Court; exceptions.

A petition for review is limited to questions of law. Well-settled is the rule that the Court is not a trier of facts. The function of the Court in petitions for review on *certiorari* is limited to reviewing errors of law that may have been committed by the lower courts.³⁷

Nevertheless, the Court has enumerated several exceptions to this rule: (1) the conclusion is grounded on speculations, surmises or conjectures; (2) the inference is manifestly mistaken, absurd or impossible; (3) there is grave abuse of discretion; (4) the judgment is based on misapprehension of facts; (5) the findings of fact are conflicting; (6) there is no citation of specific evidence on which the factual findings are based; (7) the findings of absence of facts are contradicted by the presence of evidence on record; (8) the findings of the CA are contrary to those of the trial court; (9) the CA manifestly overlooked certain relevant and undisputed facts that, if properly

³⁶ Id. at 104-130.

³⁷ *Gepulle-Garbo. v. Spouses Garabato*, 750 Phil. 846, 855 (2015).

considered, would justify a different conclusion; (10) the findings of the CA are beyond the issues of the case; and (11) such findings are contrary to the admissions of both parties.³⁸

Here, the findings of the CA and the NLRC are contrary to those of the LA and they had different appreciations of the evidence in determining the propriety of Comendador's claim for disability benefits. To finally resolve the factual dispute, the Court deems it proper to tackle the factual question presented.

Moreover, settled in this jurisdiction is that the Court may examine the Decision of the CA from the prism of whether the latter had correctly determined the presence or absence of grave abuse of discretion in the NLRC's Decision.³⁹ Hence, the fundamental issue that the Court must resolve is whether the CA erred in ruling that the NLRC did not commit any grave abuse of discretion when it reversed the Decision of the LA and held that petitioners are liable for permanent total disability benefits of US\$60,000.00 and other benefits.

Assessment of company-designated physician, when valid.

There is no contention that the cause of Comendador's medical repatriation was due to an accident that happened on March 17, 2013 while he was working on board petitioners' vessel as an Ordinary Seaman. A cable wire suddenly snapped which initially hit his body, then strangled him which resulted in severe pain on his waist. He was also suffocated by the wire that almost choked him to death. His injury was never medically treated on board and he was only repatriated on September 16, 2013 when his waist was already swollen and there was already abscess. On September 18, 2013, the company-designated physician then found him with "hematoma (right), inguinal region secondary to trauma." The company-designated physician had only treated Comendador for a total of 40 days after repatriation. During this period, he underwent surgery for "incision and drainage" and also started his therapy sometime in October 2013 which ended on February 2, 2014.

On November 6, 2013, the company-designated physician already declared Comendador "Fit to Resume Sea Duties." Comendador, however, continued to experience pain in his inguinal area despite the findings of the company-designated physician that the wound was already healed and dried, prompting Comendador to undergo MRI of the pelvis on February 14, 2014,

³⁸ *Carbonell v. Carbonell-Mendes*, 762 Phil. 529, 537 (2015).

³⁹ *Quebral v. Angbus Construction, Inc.*, 798 Phil. 179, 187 (2016).

as recommended by his personal physician. The results of the MRI indicated that his wound was full of pus, which caused the continuous pains he suffered.

The failure of Dr. Gonzales to exercise prudence in examining thoroughly the injury, the MRI scan results and the fact that he had not yet finished his therapy when he declared Comendador as fit to work show that such declaration was prematurely done, therefore, invalid.

In *Orient Hope Agencies, Inc. v Jara*,⁴⁰ the Court explains the responsibility of company-designated physicians to issue a final and definite disability assessment.

The Philippine Overseas Employment Administration-Standard Employment Contract (POEA-SEC) clearly provides the primary responsibility of a company-designated physician to determine the disability grading or fitness to work of seafarers. To be conclusive, however, the company-designated physician's medical assessments or reports must be complete and definite to give the proper disability benefits to seafarers. As explained by this Court:

A **final and definite disability assessment** is necessary in order to truly reflect the true extent of the sickness or injuries of the seafarer and his or her capacity to resume work as such. Otherwise, the corresponding disability benefits awarded might not be commensurate with the prolonged effects of the injuries suffered.⁴¹

In *Monana v. MEC Global Shipmanagement and Manning Corp.*,⁴² this Court further stressed the overriding consideration that there must be sufficient basis to support the assessment:

Regardless of who the doctor is and his or her relation to the parties, the overriding consideration by both the Labor Arbiter and the National Labor Relations Commission should be that the medical conclusions are based on (a) the symptoms and findings collated with medically acceptable diagnostic tools and methods, (b) reasonable professional inferences anchored on prevailing scientific findings expected to be known to the physician given his or her level of expertise, and (c) the submitted medical findings or synopsis, supported by plain English annotations that will allow the Labor Arbiter and the National Labor Relations Commission to make the proper evaluation.⁴³

⁴⁰ Supra note 1.

⁴¹ Id. at 400.

⁴² 746 Phil. 736 (2014).

⁴³ Id. at 752-753.

Thus, this Court has previously disregarded the findings of company-designated physicians for being incomplete,⁴⁴ doubtful,⁴⁵ clearly biased in favor of an employer,⁴⁶ or for lack of finality.⁴⁷

As previously discussed, the facts that transpired in this case would show that the “Fit to Resume Sea Duties” was prematurely made since the examination made by the company-designated physician was limited to the physical assessment of the wound. Dr. Gonzales failed to exercise prudence and probe further into the internal medical state of the injury for a more accurate assessment.

The Court has previously held that “if the findings of the company-designated physician are clearly biased in favor of the employer, then courts may give greater weight to the findings of the seafarer’s personal physician. Clear bias on the part of the company-designated physician may be shown if there is no scientific relation between the diagnosis and the symptoms felt by the seafarer, or if the final assessment of the company-designated physician is not supported by the medical records of the seafarer.”⁴⁸

Hence, the CA did not err in ruling that Dr. Ticman’s findings of existent internal conditions weigh more than that of Dr. Gonzales’ findings of apparent external healing.

Moreover, the fact that the therapy was still ongoing during the time that Comendador was declared “fit to work” reinforces our conclusion that the medical assessment made by Dr. Gonzales was not definite.

In *Island Overseas Transport Corp. v. Beja*,⁴⁹ a seafarer suffered a knee injury while on board a vessel. Upon repatriation on November 22, 2007, he was referred to a company-designated physician who recommended a knee operation. Roughly a month after the knee operation, or on May 26, 2008, the company-designated physician rendered Grades 10 and 13 partial disability grading of his medical condition. The Court considered this assessment as tentative because the seafarer continued his physical therapy sessions, which even went beyond 240 days. It further noted that the company-designated physician “did not even explain how he arrived at the partial permanent disability assessment” or provided any justification for his conclusion that the seafarer was suffering from Grades 10 and 13 disability.

⁴⁴ *Hanseatic Shipping Philippines, Inc. v. Ballon*, 769 Phil. 567 (2015).

⁴⁵ *Olidana v. Jepsens Maritime, Inc.*, 772 Phil. 234 (2015).

⁴⁶ *Seagull and Maritime Corp. v. Dee*, 548 Phil. 660 (2007).

⁴⁷ *Tamin v. Magsaysay Maritime Corp.*, 794 Phil. 286 (2016).

⁴⁸ *Multinational Ship Management, Inc. v. Briones*, G.R. No. 239793, January 27, 2020.

⁴⁹ 774 Phil. 332 (2015).

Without a valid final and definitive assessment from the company-designated physician, respondent's temporary and total disability, by operation of law, became permanent and total.⁵⁰

Third-doctor-rule, when applicable.

The petitioners' contention on non-compliance with the third-doctor-rule is also without merit.

Under Section 20(A)(3) of the POEA-SEC, the procedure for resolving conflicting disability assessments is as follows: (a) when a seafarer sustains a work-related illness or injury while on board the vessel, his fitness for work shall be determined by the company-designated doctor who, in turn, has 120 days, or 240 days, if validly extended, to make the assessment; and (b) if the doctor appointed by the seafarer disagrees with the assessment of the company-designated doctor, the opinion of a third doctor may be agreed jointly between the employer and the seafarer. The third doctor's decision shall be final and binding on both parties.⁵¹

The *assessment* refers to the declaration of fitness to work or the degree of disability, as can be gleaned from the first paragraph of Section 20(A)(3) of POEA-SEC. It presupposes that the company-designated physician came up with a valid, final, and definite assessment on the seafarer's fitness or unfitness to work before the expiration of the 120- or 240-day period.⁵²

In the case at bar, the third-doctor-rule does not apply because the assessment made by the company-designated physician is not valid. In *Kestrel Shipping Co., Inc. v. Munar*, the Court held, thus:⁵³

In addition, that it was by operation of law that brought forth the conclusive presumption that Munar is totally and permanently disabled, there is no legal compulsion for him to observe the procedure prescribed under Section 20-B(3) of the POEA-SEC. A seafarer's compliance with such procedure presupposes that the company-designated physician came up with an assessment as to his fitness or unfitness to work before the expiration of the 120-day or 240-day periods. Alternatively put, absent a certification from the company-designated physician, the seafarer had nothing to contest and the law steps in to conclusively characterize his disability as total and permanent. (Emphasis supplied)

⁵⁰ *Orient Hope Agencies, Inc. v. Jara*, supra note 1.

⁵¹ POEA Memo Circ. No. 010-10 (2010), Sec. 20(A)(3), Amended Standard Terms and Conditions Governing the Overseas Employment of Filipino Seafarers On-Board Ocean-Going Ships.

⁵² *Magsaysay Mol Marine, Inc. v. Atraje*, 836 Phil. 1061, 1083 (2018).

⁵³ *Kerstel Shipping Co., Inc. v. Munar*, 702 Phil. 717, 737-738 (2013).

To reiterate, the Court has previously disregarded the findings of company-designated physicians for being incomplete, doubtful, clearly biased in favor of an employer, or for lack of finality.⁵⁴ Absent a valid assessment from a company-designated physician, the mandatory rule on a third-doctor-referral will not apply here.⁵⁵

Further, it is well to point out that in disability compensation, “it is not the injury which is compensated, but rather it is the incapacity to work resulting in the impairment of one’s earning capacity.”⁵⁶ Total disability refers to an employee’s inability to perform his or her usual work. It does not require total paralysis or complete helplessness.⁵⁷ Permanent disability, on the other hand, is a worker’s inability to perform his or her job for more than 120 days, or 240 days if the seafarer required further medical attention justifying the extension of the temporary total disability period, regardless of whether or not he loses the use of any part of his body.⁵⁸

In *Magsaysay Mol Marine, Inc. v. Atraje*,⁵⁹ the Court ruled:

The rigorous process for disability claims prescribed in the POEA-SEC seeks a balance between a seafarer’s right to receive a just compensation for his or her injuries and an employer’s interest to determine the veracity of disability claims against it. In line with this policy, the [third-doctor-rule] was added to enable the parties to expeditiously settle disability claims in case of conflict between the findings of the company-designated physicians and the seafarer’s doctor. It was not to be construed to mean that “it is only the company-designated physician who could assess the condition and declare the disability of seamen.” Certainly, it cannot be used by employers to limit or defeat the legitimate claims of seafarers.

Under the circumstances of this case, non-referral to a third doctor will not prejudice Comendador’s claim.

***Signed Release, Waiver and
Quitclaim, when valid.***

In their last-ditch attempt to escape liability, on November 6, 2013, when Dr. Gonzales issued a final medical report, they also asked Comendador to sign a “Certificate of Fitness for Work,” releasing Ocean Wave and Sea Power from all liabilities “in connection with being released

⁵⁴ *Orient Hope Agencies, Inc. v. Jara*, supra note 1, at 400-401.

⁵⁵ *Esteva v. Wilhelmsen Smith Bell Manning, Inc.*, G.R. No. 225899, July 10, 2019.

⁵⁶ *Remigio v. National Labor Relations Commission*, 521 Phil. 330, 347 (2006).

⁵⁷ *Fil-Star Maritime Corp. v. Rosete*, 677 Phil. 262, 274 (2011); *Orient Hope Agencies, Inc. v. Jara*, supra note 1, at 405.

⁵⁸ *Sunit v. OSM Maritime Services, Inc.*, 806 Phil. 505, 514 (2017).

⁵⁹ Supra note 52, at 1086-1087.

x x x as fit for duty” and declaring that the same documents “may be pleaded in bar or any proceedings of law that may be taken by any government agency.”

To be valid, a deed of release, waiver and/or quitclaim must meet the following requirements: (1) that there was no fraud or deceit on the part of any of the parties; (2) that the consideration for the quitclaim is credible and reasonable; and (3) that the contract is not contrary to law, public order, public policy, morals or good customs, or prejudicial to a third person with a right recognized by law. Courts have stepped in to invalidate questionable transactions, especially where there is clear proof that a waiver, for instance, was obtained from an unsuspecting or a gullible person, or where the agreement or settlement was unconscionable on its face. A quitclaim is ineffective in barring recovery of the full measure of a worker’s rights, and the acceptance of benefits therefrom does not amount to estoppel. Moreover, a quitclaim in which the consideration is scandalously low and inequitable cannot be an obstacle to the pursuit of a worker’s legitimate claim.⁶⁰

Comendador’s signing of the Certificate of Fitness to Work, a *pro-forma* document prepared by petitioners, is of no moment and must be set aside since Comendador is not a medical expert who can actually assent to what was written in the subject certificate.

It is a time-honored rule that in controversies between a laborer and his master, doubts reasonably arising from the evidence or in the interpretation of agreements and writings should be resolved in the former’s favor. The policy is to extend the applicability to a greater number of employees who can avail of the benefits under the law, which is in consonance with the avowed policy of the State to give maximum aid and protection to labor.⁶¹

Final Note

It remained undisputed that Comendador sustained injuries due to a work-related accident on board the vessel of petitioners. Moreover, instead of full medical attention, he was even given a hard time by Ocean Wave when he was not allowed to be repatriated back to the Philippines expediently despite his dire health condition. Worse, Ocean Wave did not even bother to wait for Comendador’s laboratory results when “M.V. Makaria” was moored at the port of convenience with adequate medical facilities for the flimsy reason that it had already unloaded its cargoes. As a

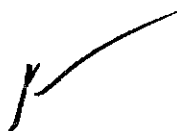
⁶⁰ *Dionio v. ND Shipping Agency and Allied Services, Inc.*, G.R. No. 231096, August 15, 2018.

⁶¹ *Id.*

result, he was made to suffer for six long months with great deal of pain before he was finally repatriated back to this country. Furthermore, he was prematurely assessed by the company-designated physician of Sea Power when it issued a Final Medical Report declaring Comendador “fit to work” only 40 days after he was medically repatriated, without any laboratory test and while he was still undergoing therapy. Lastly, just when you thought things could not get any worse, petitioners even had the audacity to have him sign a quitclaim in their attempt to escape any liability. These factors, taken together, adequately justify the NLRC’s award of disability claims and all other monetary claims in favor of Comendador.

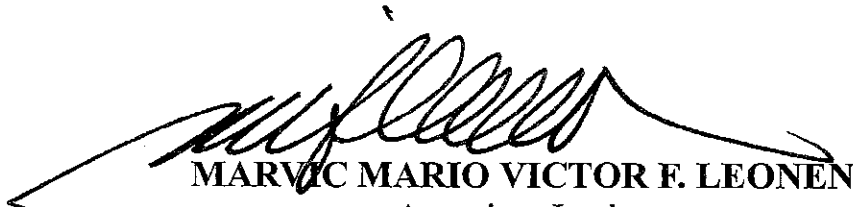
WHEREFORE, premises considered, the instant Petition for Review is **DENIED**. The Decision dated February 20, 2017 and the Resolution dated January 10, 2018, both of the Court of Appeals in CA-G.R. SP No. 143465 are hereby **AFFIRMED**.

SO ORDERED.

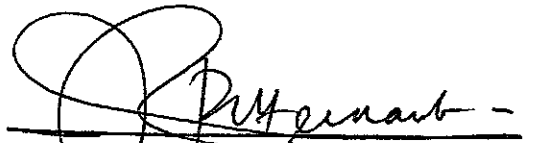


EDGARDO L. DELOS SANTOS
Associate Justice


WE CONCUR:



MARVIC MARIO VICTOR F. LEONEN
Associate Justice
Chairperson



RAMON PAUL L. HERNANDO
Associate Justice




HENRI JEAN PAUL B. INTING
Associate Justice



JHOSEP V. LOPEZ
Associate Justice

ATTESTATION

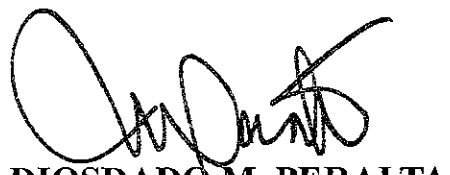
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



MARVIC MARIO VICTOR F. LEONEN
Associate Justice
Chairperson, Third Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



DIOSDADO M. PERALTA
Chief Justice