



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

WILHELMSSEN SMITH BELL
MANNING, INC., GOLAR
MANAGEMENT UK, LTD.
and/or EMMANUEL DE VERA,
Petitioners,

G.R. No. 235730

Present:

LEONEN, J., Chairperson,
CAGUIOA,*
INTING,
DELOS SANTOS, and
LOPEZ, J., JJ.

- versus -

Promulgated:

BONORES P. VENCER,
Respondent.

March 17, 2021

Mis-RDCBatt

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DECISION

LOPEZ, J., J:

This is a Petition for Review on *Certiorari*¹ under Rule 45 of the Revised Rules of Court, seeking to reverse and set aside the Decision² dated March 21, 2017 and the Resolution³ dated November 9, 2017 of the Court of Appeals in CA-G.R. SP No. 144610.

Briefly, the assailed Decision dated March 21, 2017 reversed the NLRC Decision dated October 22, 2015, finding respondent's illness as not work-related and, therefore, not compensable. On the other hand, the impugned Resolution dated November 9, 2017 denied petitioners' Motion for Reconsideration.

* Hernando, J., no part; Alfredo Benjamin S. Caguioa, J., designated additional member per raffle dated December 2, 2019.

¹ *Rollo*, pp. 27-71.

² *Id.* at 83-92. Penned by Associate Justice Francisco P. Acosta concurred by Associate Justice Rosmari D. Carandang (now member of this Court) and Associate Justice Ramon Paul L. Hernando (now a member of this Court).

³ *Id.* at 140-141. Penned by Associate Justice Ramon Paul L. Hernando (now a member of this Court) concurred by Associate Justice Rosmari D. Carandang (now a member of this Court) and Associate Justice Celia C. Librea-Leagogo.

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THE FACTS

On September 20, 2013, respondent Boneres Padojinog Vencer was employed as an able seaman by petitioner Wilhelmsen-Smith Bell Manning, Inc., for and in behalf of its foreign principal, petitioner Golar Management UK, LTD., under a 9-month POEA-approved employment contract.⁴

Prior to his deployment, respondent underwent the required Pre-Employment Medical Examination (*PEME*) and was declared “fit to work.” Thereafter, on November 7, 2013, he boarded the vessel “Golar Grand” at the port of Quintero, Chile to resume his sea duties.⁵

Sometime in June 2014, respondent was reported to be missing from his duties. A general alarm was then sounded to locate him. During the search, Bosun Jose Asuncion (*Asuncion*) and Fitter Marcelino Agustin (*Agustin*) were found to be bleeding and severely injured.⁶ They reported that respondent attacked them with a hammer. Both seafarers were then brought to a hospital in Abidjan, Ivory Coast until they were repatriated for their injuries.⁷ On the other hand, respondent was detained on board the vessel until his repatriation.⁸

On July 7, 2014, respondent was repatriated to Manila via air ambulance. Upon arrival, he was admitted at the Cardinal Santos Medical Center where he was diagnosed with Schizophrenia. Thereafter, he was transferred to the Marine Medical Services where he was examined and treated from July 4, 2014 until November 6, 2014 by Dr. Esther Go (*Dr. Go*), the company-designated physician.⁹

After several diagnostic tests and examinations, a Medical Report dated July 10, 2014 was issued by the company-designated physician declaring respondent to be suffering from schizophrenia.¹⁰

Thereafter, on July 17, 2014, the company-designated specialist opined that respondent's illness is not work-related as the causes of schizophrenia are multifactorial. It has a strong genetic and neurodevelopmental component. He was recommended to have a close follow-up with the specialist and to continue with his medical treatment.¹¹

⁴ *Id.* at 3-4.

⁵ *Id.* at 83.

⁶ *Id.* at 85.

⁷ *Id.* at 4.

⁸ *Id.*

⁹ *Id.* at 86.

¹⁰ *CA rollo*, p. 233.

¹¹ *Id.* at 30-31.

On November 6, 2014, Dr. Go advised respondent that if he wishes to continue with his medical treatment, the same shall be at his own expense.¹²

On December 22, 2014, respondent sought psychiatric consultation from another physician, Dr. Cecilia Sarayno (*Dr. Sarayno*) at the Western Visayas Medical Center Department of Psychiatry, Pototan Mental Health Unit in Iloilo. Dr. Sarayno came up with the same diagnosis as the company-designated physician that respondent is suffering from Schizophrenia. Respondent was treated thereat until Dr. Sarayno issued her final diagnosis declaring respondent to be afflicted with Schizophrenia.¹³

Respondent then claimed for total and permanent disability benefits claiming that his schizophrenia is work-related as it was caused by his work environment on board the vessel coupled by the bullying and death threats of his fellow crew-mates. More specifically, he claimed that during the first week of June 2014, while he was on duty, some of his fellow crew mates entered his cabin and mixed a chemical on his water which made him ill. While grimacing in pain, his fellow crew-mates, namely: Jonathan Orfiano (*Orfiano*) and Agustin went inside his cabin, poked his stomach and jokingly said, "*Ang tibay ng iyong tiyan pare.*" He reported the incident to the crew master, but his complaint fell on deaf ears.¹⁴

On another occasion, he also saw Orfiano and Agustin laughing at him while he was drinking coffee at the mess hall. He suspected that these two seafarers placed something on his coffee which made him feel weak and dizzy until he collapsed.¹⁵

After his ship watch duty, he went to the crew mess hall to rest. However, his fellow crew mates adjusted the ship's clock ahead of time to compel him to return to work again.¹⁶

Aside from the maltreatment, he also received death threats from Asuncion, who told him that two people will kill him. Engulfed by fear, he experienced severe depression, loss of appetite and sleepless nights. As he was repeatedly bullied and threatened, he felt extremely anxious which greatly affected his way of thinking until it led to his nervous breakdown. He asked the crew master if he can work inside the vessel and not outside because of the threats against him, but he was simply told to take care of himself.¹⁷

Furthermore, while he was talking to the ship captain, he saw the Chief Mate and Asuncion leering at him. Their angry stares instilled fear in him. He

¹² *Rollo*, p. 86.

¹³ *Id.*

¹⁴ *Id.* at 84.

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ *Id.*

then saw Chief Mate talk to the Chief Cook and instructed him to tell two messman to prepare the meat room as they are going to do something. Suspecting that these seafarers are plotting to tie and drag him in the meat room or throw him in the ocean, he did not sleep nor eat which greatly affected his mind.¹⁸

On June 26, 2014, he went outside of his cabin and hid at the ship's anchor chain. After seven hours, the ship alarm sounded. It was then that he saw Agustin and Bosun looking for him. Agustin was holding a rope, while Bosun had a knife on his side. Believing that these two were resolved to kill him, he defended himself by hitting them with a hammer. They were pacified by their other crew mates until the management decided to repatriate them.¹⁹

On the other hand, petitioners argued, in the main, that respondent is not entitled to disability benefits as the company-designated physician already declared that his illness is not work-related.

Labor Arbiter's Ruling

On March 11, 2015, the Labor Arbiter (LA) rendered a Decision²⁰ in favor of respondent, the dispositive portion of which reads:

WHEREFORE, responsive to the foregoing, judgment is hereby rendered declaring complainant's claim for disability benefits based on the permanent total disability compensation category meritorious. Accordingly, respondents are hereby ordered jointly and severally liable.

- 1) To pay complainant the amount of US\$95,949.00 or its equivalent in Philippine Currency prevailing at the exchange rate at the time of payment, representing his permanent disability benefits;
- 2) To pay complainant an amount equivalent to ten percent (10%) of the total judgment award, as and for attorney's fees.

Other claims are dismissed for lack of merit.

SO ORDERED.

NLRC's Ruling

On appeal, the NLRC rendered a Decision²¹ dated October 22, 2015, reversing the Labor Arbiter's Decision and held that respondent's illness is not work-related and, thus, not compensable. The dispositive portion of the Decision reads:

¹⁸ *Id.* at 85.

¹⁹ *Id.*

²⁰ *CA rollo*, pp. 26-41.

²¹ *Id.* at 42-60.

WHEREFORE, finding merit in Respondent's Appeal, the Labor Arbiter's 11 March 2015 Decision is hereby REVERSED and SET ASIDE and a new one entered DISMISSING the complaint.

Complainant's Partial Appeal, on the other hand, is DISMISSED for lack of merit.

SO ORDERED.

In arriving at such disposition, the NLRC held that respondent failed to substantiate his claim that his illness is work-related. The NLRC opined that the claimed causes of respondent's schizophrenia are actually symptoms thereof, implying that his illness was not contracted due to the work conditions on board the vessel, hence, not work-related.²²

Aggrieved, respondent moved for reconsideration, but to no avail as the NLRC denied the same in its Resolution dated February 11, 2016.²³

Seeking further recourse, respondent filed a Petition for *Certiorari* to the Court of Appeals, ascribing grave abuse of discretion on the part of the NLRC in ruling that his schizophrenia is not compensable for not being work-related.

Court of Appeals' Ruling

On March 21, 2017, the Court of Appeals rendered a Decision reversing the NLRC's Decision, the decretal portion of which reads:

WHEREFORE, premises considered, the instant Petition is GRANTED. The Decision of the NLRC dated 22 October 2015 is REVERSED and SET ASIDE and accordingly, the Decision of the Labor Arbiter dated 11 March 2015 is hereby REINSTATED.

SO ORDERED.²⁴

In siding with the respondent, the Court of Appeals held that the records of the case constitute substantial proof that respondent is entitled to total and permanent disability benefits. More specifically, the Court of Appeals ratiocinated that respondent's working conditions on board the vessel, coupled by the inhumane treatment of his crew mates, which petitioners failed to rebut, triggered and/or increased the risk of his psychosis and schizophrenic disorder. There was, likewise, no finding that respondent was suffering from any mental illness prior to his deployment which supports the conclusion that he contracted his illness during the duration of his employment contract. There are also medical findings coming from the company-designated physicians declaring his schizophrenia as permanent in nature, thereby warranting the

²² *Id.* at 13.

²³ *Id.*

²⁴ *Rollo*, p. 91.

award of total and permanent disability benefits. The CBA provision on the computation of the disability benefits also applies in the case as the same is deemed incorporated in respondent's employment contract. Finally, the Court of Appeals awarded attorney's fees in favor of respondent pursuant to Article 2208 of the New Civil Code.²⁵

Unconvinced, petitioners filed a Motion for Reconsideration, but failed to obtain a favorable relief as the Court of Appeals denied the same in its Resolution dated November 9, 2017.

Adamant, petitioners resorted to this present Petition for Review on *Certiorari* anchored primarily on the following issues:

- 1) Whether the Court of Appeals erred in finding respondent's schizophrenia as work-related, and thus compensable;
- 2) Whether the Court of Appeals erred in applying the terms of the CBA in awarding the disability benefits of respondent; and
- 3) Whether the Court of Appeals erred in awarding attorney's fees.

Parties' Arguments

In the main, petitioners lament that respondent's illness is not compensable as the company-designated physician already declared that the causes of schizophrenia is genetic and neurodevelopmental and, thus, not work-related. No contrary medical evidence was allegedly submitted by respondent to refute the same. There is, likewise, no proof that his duties as an able seaman caused or aggravated his illness. The mere fact that the PEME declared respondent as fit does not mean that his illness was incurred on board the vessel. Petitioners also stress that respondent's schizophrenia is not compensable as it is not among the occupational diseases under Section 32-A of the POEA-SEC. Neither can respondent be entitled to total and permanent disability benefits in the absence of Grade 1 disability rating of a reliable physician. Loss of earning capacity does not automatically vest him with full disability benefits. Petitioners further insist that the medical assessment of the company-designated physician declaring respondent's illness as not work-related should be given preference over the medical assessment of respondent's chosen doctor. The time and effort exerted by the company-designated physician in treating respondent's illness placed the former in a better position to determine his true medical condition.

Moreover, petitioners bewail that the award of disability benefits in favor of private respondent amounting to US\$95,949.00 based on the terms of the CBA is erroneous, considering the scarcity of evidence showing that the vessel "Golar Grand" is covered therein.

²⁵ *Id.* at 13-17.

Finally, petitioners submit that they have shouldered all the medical expenses of respondent and paid his sickness allowance. Thus, no bad faith can be attributed to them to warrant the award of attorney's fees.

On the other hand, respondent maintains that his schizophrenia is work-related as the same was a direct result of the demands of his work on board the vessel and triggered by the inhumane treatment of his crew mates which petitioners failed to refute. And while his schizophrenia is not listed as an occupational disease under Section 32-A of the POEA-SEC, the same is presumed to be work-related and the burden of overcoming this presumption rests on the employer which petitioners failed to do. In addition, respondent underscores that there was no prior finding of his mental illness prior to his deployment. Thus, it is reasonable to conclude that his illness occurred during the term of his employment contract with petitioners.

Aside from the foregoing, petitioner highlights the medical assessment of Dr. Joseph Ancalan (*Dr. Ancalan*), the company-designated specialist who declared his illness as permanent in nature with a disability grading of Grade 1. With this finding, he insists that he is entitled to total and permanent disability benefits.

As to the application of the CBA in his disability benefits, he reiterates that his employment contract expressly provides that the CBA is incorporated therein and the copy thereof is placed on the vessel which he is joining. According to him, this constitutes as a material evidence that there was an agreement between the parties regarding his wages, hours of work and other benefits.

Anent the award of attorney's fees, respondent submits that the same was justified under Article 2208 of the New Civil Code which allows the recovery of attorney's fees in actions for recovery of wages of seamen and actions for indemnity under employer's liability laws.

The Court's Ruling

As a general rule, only questions of law raised via a Petition for Review on *Certiorari* under Rule 45 of the Rules of Court are reviewable by the Court.²⁶ Factual findings of administrative or quasi-judicial bodies, including labor tribunals, are accorded much respect by the Court as they are specialized to rule on matters falling within their jurisdiction especially when these are supported by substantial evidence.²⁷ In exceptional cases, however, the Court may be urged to probe and resolve factual issues where 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

²⁶ *Dohle Philman Manning Agency, Inc v. Doble*, 819 Phil. 500, 508-509 (2017).

²⁷ *Reyes v. Global Beer Below Zero, Inc.*, 819 Phil. 483, 493 (2017).

incomplete facts submitted by the parties or, where the LA and the NLRC came up with conflicting positions.²⁸

This case falls squarely within the aforesaid exceptions considering the conflicting findings of the Labor Arbiter and the Court of Appeals on one hand, and the NLRC, on the other. Thus, while the issues presented by petitioners are essentially factual in nature, the Court will delve and resolve the present controversy.

Settled is the rule that entitlement of seafarers to disability benefits is governed not only by medical findings but also by contract and by law.²⁹ The relevant contracts are: (a) the POEA-SEC, which is a standard set of provisions deemed incorporated in every seafarer's contract of employment; (b) the CBA, if any and; (c) the employment agreement between the seafarer and his employer.³⁰ By law, the Labor Code provisions on disability apply with equal force to seafarers.³¹

In this case, respondent was employed by petitioners on September 20, 2013, thus, the 2010 POEA-SEC contract governs their relations and correlatively, respondent's claims for disability benefits.

Pursuant to Section 20(A) of the 2010 POEA-SEC, two (2) elements must concur in order for a disability to be compensable: (1) the injury or illness must be work-related; and (2) the work-related injury or illness must have existed during the term of the seafarer's employment.³² There is no question that the second element is present, since respondent's schizophrenia manifested itself while he was under the employ of petitioners. The sole question to be resolved is whether such illness is work-related.

As a general rule, the principle of work-relation requires that the disease or illness in question must be one of those listed as an occupational disease under Section 32-A of the POEA-SEC.³³ At any rate, the law acknowledges that there are certain diseases not otherwise considered as an occupational disease under the POEA-SEC may nevertheless have been caused or aggravated by the seafarer's working conditions. In these situations, the law recognizes the inherent paucity of the list and the difficulty, if not the outright improbability, of accounting for all the known and unknown diseases that may be associated with, caused or aggravated by such working conditions.³⁴ To address this issue, Section 20(A)(4) of the POEA-SEC has created a disputable presumption in favor of compensability by mandating that those illnesses not listed in Section 32 are disputably presumed as work-related.

²⁸ *Andrada v. Agemar Manning Agency, Inc., et al.*, 698 Phil. 170, 180 (2012).

²⁹ *Vergara v. Hammonia Maritime Services, Inc.*, 588 Phil. 895, 908 (2008).

³⁰ *Gargallo v. Dohle Seafront Crewing (Manila), et al.*, 769 Phil. 915, 927 (2015).

³¹ *Philasia Shipping Agency Corporation v. Tomacruz*, 692 Phil. 632, 646 (2012).

³² *De Leon v. Maunlad Trans., Inc.*, 805 Phil. 531, 539 (2017).

³³ *Racelis v. United Philippine Lines, Inc., et al.*, 746 Phil. 758, 770 (2014).

³⁴ *Jebsen Maritime Inc., et al. v. Ravena*, 743 Phil. 371, 388 (2014).



Notwithstanding this presumption, We have held that on due process grounds, the respondent must still prove by substantial evidence that his work conditions caused, or at least increased, the risk of contracting the disease.³⁵ This is because awards of compensation cannot rest entirely on bare assertions and presumptions. In order to establish compensability of a non-occupational disease, reasonable proof of work-connection is sufficient - direct causal relation is not required.³⁶ Thus, probability, not the ultimate degree of certainty, is the test of proof in compensation proceedings.³⁷

In this regard, it bears stressing that schizophrenia is not listed as an occupational disease under Section 32-A of the 2010 POEA-SEC. Hence, the illness is only disputably presumed to be work-related and the burden of proving such work-relatedness lies on respondent.

After a careful scrutiny of the evidence on hand, We find that respondent was able to successfully discharge this burden.

For a clearer perspective, it is imperative to provide, at the outset, a brief overview on the nature and etiology of respondent's illness. Schizophrenia is the most common form of psychotic disorder which involves a complex set of disturbances of thinking, perception, affect and social behavior and whose causes are still largely unknown. It is generally acknowledged that schizophrenia has a multifactorial etiology, with multiple susceptibility genes interacting with environmental insults to yield a range of phenotypes in the schizophrenia spectrum. Stressful life events are identified as one of the risk factors in most etiological models of schizophrenia, with many studies reporting an excess of stressful life events in the few weeks prior to the onset of psychotic and affective disorders.³⁸

In this case, respondent's working environment on board petitioners' vessel was far from being ideal. To recall, he claimed that he was a victim of bullying and even narrated in detail the specific bullying acts he suffered in the hands of his fellow crew mates. Apart from being bullied, he also received death threats from them causing him severe anxiety, loss of appetite, depression and even sleepless nights.³⁹ These were never refuted by petitioners. Due to these constant bullying and death threats, respondent suffered extreme mental torture and emotional turmoil leading to his nervous breakdown, so much so, that he hit two of his fellow crew-mates with a hammer whom he suspected to be plotting to kill him.⁴⁰ Given the inhumane treatment of his fellow crew-mates, combined by the inherent stress of his work, the Court of Appeals aptly held that these circumstances have likely

³⁵ *De Leon v. Maunlad Trans., Inc.*, *supra* note 27, at 540.

³⁶ *Skippers Pacific, and/or Ikarian Moon Shipping, CO., LTD v. Lagne*, G.R. No. 217036, August 20, 2018.

³⁷ *Magat v. Interorient Maritime Enterprises, Inc., et al.*, 829 Phil. 570, 581 (2018).

³⁸ *Leonis Navigation Co., Inc., et al. v. Obrero, et al.*, 794 Phil. 481, 493 (2016).

³⁹ *Rollo*, pp. 84-85.

⁴⁰ *Id.*

triggered if not increased the risk of his psychosis and schizophrenic disorder.⁴¹

The foregoing finds support from the case of *Cabuyoc v. Inter-Orient Navigation Shipmanagement, Inc.*,⁴² where We allowed the payment of disability compensation for schizophrenia after finding that the seafarer's illness and disability were the direct result of the demands of his shipboard employment contract and the harsh and inhumane treatment of the officers on board the vessel. Similarly, in *NFD International Manning Agents, Inc. v. NLRC*,⁴³ We found schizophrenia to be work-related after the employer failed to negate the causal confluence between the epilepsy suffered by the seafarer after a mauling incident while on board the vessel and his subsequent affliction of schizophrenia. The same legal precept was adopted in the case of *Leonis Navigation Co., Inc. v. Obrero*,⁴⁴ where We considered the seafarer's prolonged stint at sea, demotion and work-related stress as contributing factors in the aggravation of his schizophrenia. Despite the factual differences of these cases to the case at bar, the underlying principle is the same - work environment can trigger schizophrenia.⁴⁵

Correlatively, in *Toliongco vs. Court of Appeals*,⁴⁶ the seafarer was found to be suffering from a mental health disorder due to his hostile work environment on board the vessel. In the said case, the seafarer was diagnosed with Post Traumatic Stress Disorder (PTSD) caused by the trauma inflicted upon him by the two incidents of sexual harassment committed by the chief officer. In ruling in favor of the seafarer, this Court reasoned:

A unique circumstance in this case is that the alleged illness is not caused by the duties and responsibilities of a Messman, but is due to the seafarer's work environment. Petitioner was harassed twice in one night. Though he managed to escape in both instances, there was no way for him to avoid CO Oleksiy. The only way he could protect himself from further sexual advances or unwanted sexual contact was to request for repatriation.

In cases like these, it is possible that the seafarer's fear is heightened because there is no way to escape from the environment where sexual harassment occurred. Being out at sea, the seafarer has to wait for the ship to dock at the nearest port before the seafarer can disembark and be repatriated. Thus, from the time the incident of sexual harassment occurred until the time the seafarer is able to disembark, it is probable that the seafarer is cowered by fear. In addition, the sexual predator, knowing there is no room for the victim to escape, is capable of continuously committing such acts of sexual harassment. The unique condition of working on board a ship empowers the harassment. The unique condition of working

⁴¹ *Id.* at 90.

⁴² 537 Phil. 897 (2006).

⁴³ 336 Phil. 466 (1997).

⁴⁴ *Supra* note 33.

⁴⁵ *Id.* at 494.

⁴⁶ G.R. No. 231748, July 08, 2020.

on board a ship empowers the sexual predator and leaves the victim feeling helpless because they are in the same enclosed space.

Accordingly, even if it be true that schizophrenia is caused by genetics and neurodevelopmental, as pointed out by the company-designated physician, it is equally true, based from the aforesaid rulings, that respondent's harsh work condition on board the vessel and maltreatment of his fellow crew-mates have caused or contributed even to a small degree to the aggravation of his mental illness.

Notably, respondent had no previous history of mental illness or psychotic disorder prior to joining petitioners' vessel. In fact, before he was deployed for sea service, he was found fit to work following a rigid PEME without any hint that he was suffering from schizophrenia. While it may be true that a "fit to work" declaration in the PEME is not a conclusive proof that a seafarer is free from any disease prior to his deployment, the same, nonetheless, assumes great importance in this case, when taken together with the evidence on record showing that his mental illness manifested only during the term of his employment contract. Suffice it to state, the confluence of all these circumstances lead to a strong possibility that his illness was acquired on board the vessel or at the very least, triggered by his working conditions and thus, compensable.

To stress anew, what the law requires is a reasonable work-connection and not a direct causal relation. It is enough that the hypothesis on which the workmen's claim is based is probable. Medical opinion to the contrary can be disregarded especially where there is some basis in the facts for inferring a work-connection.⁴⁷ Probability, not certainty, is the touchstone⁴⁸ in disability compensation proceedings.

As to his entitlement to total and permanent disability benefits, no less than the company-designated physicians, namely: Dr. Go and Dr. Anlacan issued Medical Certifications⁴⁹ declaring respondent's "*prognosis for returning to sea duties is poor and he is unlikely to be cleared for work due to the permanent nature of his mental illness and chance of recurrence.*" He was, likewise, given a grading disability of Grade 1 with the following notation: "*severe mental disorder which requires regular aid and attendance as to render worker permanently unable to perform any work as a seaman.*" These medical certifications constitute as a clear and convincing evidence of the permanent nature of respondent's illness, and correlatively his unfitness for sea resumption. Thus, petitioners cannot deny respondent's claim of total and permanent disability benefits by conveniently claiming that his illness is not work-related. To reiterate, respondent has sufficiently established the reasonable connection between his work and illness, and with the latter having been found to be permanent, there can be no doubt that he is entitled to

⁴⁷ *GSIS v. Capacite*, 744 Phil. 170, 178 (2014).

⁴⁸ *Magat v. Interorient Maritime Enterprises, Inc.*, *supra* note 32, at 583.

⁴⁹ CA rollo, pp. 241-242.

total and permanent disability benefits as correctly held by the Court of Appeals.⁵⁰

In the same vein, petitioners cannot successfully claim that the CBA presented by respondent is not applicable in the case for failure to prove that the vessel "Golar Grand" is covered therein. As succinctly put by the Court of Appeals, the employment contract⁵¹ of respondent expressly states that the subject CBA is incorporated therein and that the copy thereof is placed on board the vessel the petitioner was joining. Indeed, this provides sufficient proof of the existence of the said CBA as well as its applicability to respondent's case.

Under the aforesaid CBA, respondent is entitled to recover disability benefits as follows:

"24.4 A Seafarer whose disability, in accordance with 24.2 above is assessed at 50% or more under the attached ANNEX 6 shall, for the purpose of this paragraph, be regarded as permanently unfit for further sea service in any capacity and be entitled to 100% compensation. Furthermore, any seafarer assessed at less than 50% disability but certified as permanently unfit for further sea service in any capacity by the company-nominated doctor, shall be entitled to 100% compensation. Any disagreement as to entitlement under this clause shall be resolved in accordance with the procedures set out in 24.2 above."⁵²

On the matter of attorney's fees, Article 2208 of the New Civil Code provides that attorney's fees can be recovered in actions for the recovery of wages of laborers and actions for indemnity under employer's liability laws. Attorney's fees is also recoverable when the defendant's act or omission has compelled the plaintiff to incur expenses to protect his interest. Such conditions being present in this case, We find that the award of attorney's fees equivalent to 10% of the total monetary awards in favor of respondent is legally and morally justifiable.

Gauged by these disquisitions, it is unmistakably clear that no reversible error can be imputed on the part of the Court of Appeals that would warrant the reversal or setting aside of the assailed rulings.

WHEREFORE, in view of the foregoing, the Petition for Review on *Certiorari* under Rule 45 of the Revised Rules of Court is **DENIED**. The Decision dated March 21, 2017 and the Resolution dated November 9, 2017 of the Court of Appeals in CA-G.R. SP No. 144610 are **AFFIRMED** in *toto*.

⁵⁰ *Rollo*, pp. 89-90.

⁵¹ *Id.* at 96-97.

⁵² *Id.* at 38.


Accordingly, petitioners Wilhelmsen Smith Bell Manning, Inc., Golar Management UK, Ltd., and/or Emmanuel De Vera are **ORDERED** to jointly and severally pay respondent Bonores P. Vencer the following:

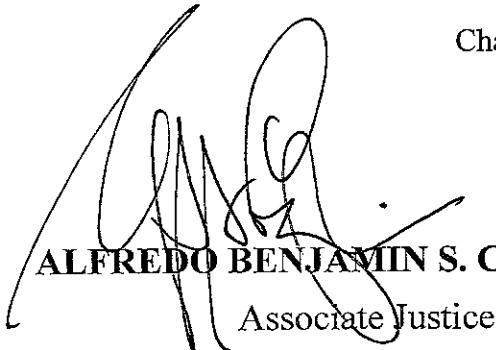
- 1) total and permanent disability benefits in the amount of US\$95,949.00 or its equivalent in Philippine currency at the exchange rate prevailing at the time of payment; and
- 2) attorney's fees equivalent to ten percent (10%) of the total monetary award.


SO ORDERED.


JHOSEP Y. LOPEZ
 Associate Justice

WE CONCUR:


MARVIC M.V.F. LEONEN
 Associate Justice
 Chairperson, Third Division


ALFREDO BENJAMIN S. CAGUIOA
 Associate Justice


HENRI JEAN PAUL B. INTING
 Associate Justice


EDGARDO L. DELOS SANTOS
 Associate Justice

ATTESTATION

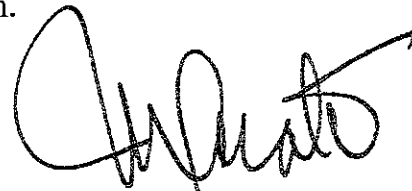
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Third Division.

**MARVIC M.V.F. LEONEN**

Associate Justice
Chairperson, Third Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Third 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