



Republic of the Philippines
 Supreme Court
 Manila

SECOND DIVISION

EFRAIM DAUT DARROCA,
 JR.,

G.R. No. 234392

Petitioner,

Present:

- versus -

GESMUNDO,* C.J.
 PERLAS-BERNABE, S.A.J.,
Chairperson,
 HERNANDO,
 GAERLAN, and
 DIMAAMPAO, JJ.

CENTURY MARITIME
 AGENCIES, INC., and/or
 DAMINA SHIPPING CORP.,
 and/or JOHANNA B. DURANA,
Respondents.

Promulgated:

NOV 10 2021

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DECISION

HERNANDO, J.:

This petition for review on *certiorari*¹ assails the March 24, 2017 Decision² and September 15, 2017 Resolution³ of the Court of Appeals (CA) in CA-G.R. SP No. 143062 affirming the July 28, 2015 Decision⁴ and August 28, 2015 Resolution⁵ of the National Labor Relations Commission (NLRC) in NLRC LAC No. 05-000391-15. The NLRC denied the award of total and permanent disability benefits to petitioner Efraim Daut Darroca, Jr. (Darroca) and found that his illness is not work-related.

* Designated additional Member per June 26, 2019 Raffle vice J. Inting who recused due to his sister's (then Court of Appeals Associate Justice Socorro B. Inting) prior participation in the Court of Appeals.

¹ *Rolla*, pp. 3-18.

² *Id.* at 22-30. Penned by Associate Justice Socorro B. Inting and concurred in by Associate Justices Romeo F. Barza and Maria Filomena D. Singh.

³ *Id.* at 31-32.

⁴ *CA roll*, pp. 26-33. Penned by Commissioner Romeo L. Go and concurred in by Presiding Commissioner Gerardo C. Nograles.

⁵ *Id.* at 50-51.

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The Antecedents:

Beginning May 10, 1998, Darroca was continuously hired as a seafarer by respondent Century Maritime Agencies, Inc. (Century) under various employment contracts.⁶ On August 12, 2012, Darroca was rehired by Century for and in behalf of its foreign principal, Damina Shipping Corporation (Damina) for a period of seven months, with a monthly salary of US\$545.00.⁷ Prior to embarkation, Darroca underwent a rigid physical and medical examination where he was declared fit for sea duty.⁸

On August 12, 2012, Darroca boarded the vessel MT “Dynasty.” However, after one month of working, Darroca started to experience difficulty in sleeping and extreme exhaustion. He also began to see unusual visions and hear voices. By October 2012, he experienced dizziness due to the smell of the fumes of chemicals, loss of appetite, and weakness.⁹ Thus, he requested to have a consultation about his condition with a doctor.¹⁰

On October 15, 2012, while Darroca was in the port of Houston, USA, he consulted with Dr. Darell Griffin. He was diagnosed with “major depression and psychomotor retardation”¹¹ and was declared unfit for sea duty.¹² Subsequently, he was repatriated back to the Philippines for further treatment.¹³

Upon arrival in the Philippines on October 15, 2012, Darroca was referred to a company-designated physician who examined him and found his condition not to be work-related or work-aggravated since there were no elicited conflicts in his associations within his work environment.¹⁴ The company-designated physician continued to attend to the medical care of Darroca until the latter abandoned his medical treatment sometime in November 2012.

On June 19, 2013, Darroca submitted himself once again for evaluation by the company-designated physician. He informed the physician that he had consultations with his own personal specialist in the province, but had not gone through counselling.¹⁵

⁶ Id. at 27.

⁷ Id. at 143.

⁸ Id. at 27.

⁹ *Rollo*, p. 23.

¹⁰ Id.

¹¹ *CA rollo*, p. 72.

¹² Id.

¹³ *Rollo*, p. 23.

¹⁴ Id.

¹⁵ Id. at 24.

On July 23, 2014, due to his continued incapacity to work, Darroca consulted Dr. Nedy Lorenzo Tayag (Dr. Tayag), a clinical psychologist.¹⁶ After examination, Darroca was diagnosed to be suffering from “major depression with psychotic features” and was recommended to undergo continuous psychological and psychiatric intervention.¹⁷

On May 29, 2014, Darroca filed a complaint¹⁸ for the payment of his permanent and total disability benefits, sickness allowance, medical expenses, moral damages, exemplary damages, and attorney’s fees against the respondents.

Ruling of the Labor Arbiter:

On February 10, 2015, the Labor Arbiter (LA) promulgated a Decision,¹⁹ the dispositive portion of which reads:

WHEREFORE, judgment is hereby rendered finding that complainant’s medical condition is not work related or aggravated since complainant failed to dispute respondents’ company-designated physicians’ finding that there were no elicited conflicts in his associations within his work environment onboard their vessel. Complainant’s chosen physician also failed to identify and prove with substantial evidence the risk factors or conditions which could have caused his medical condition or otherwise prove the causal connection of his condition with his work onboard the vessel.

The instant case is hereby **DISMISSED** for lack of merit. Complainant is also likewise therefore considered to have forfeited his right to claim any disability benefits even if he is entitled to the same or, *arguendo*, warranted under the circumstances for his failure to complete his medical treatment on opting to be treated in his province.

However, the ends of social and compassionate justice may be served best if complainant Efraim Darroca, Jr. be given equitable relief and he is hereby granted financial assistance for his long years of service in the amount of fifty Thousand Pesos (Php50,000.00).

SO ORDERED.²⁰

The LA concluded that Darroca’s illness is not work-related because there was no causal connection between his illness and his work;²¹ and there were no elicited conflicts in his associations within his work environment,²² as found by the company physician. The LA also pointed out that Darroca’s physician of choice did not specifically identify the causal connection of risk factors or

¹⁶ Id.

¹⁷ *CA rollo*, pp. 73-80.

¹⁸ Id. at 140-142.

¹⁹ Id. at 34-43.

²⁰ Id. at 43.

²¹ Id. at 40.

²² Id.

conditions onboard the vessel which could have caused or aggravated his medical condition.²³ Finding that his illness is not work-related, the LA ruled that his disability was not compensable.²⁴

The LA also noted that despite his illness not being work-related, Darroca was still given medical prescriptions by the company-designated physician. However, Darroca admittedly discontinued the medications due to lack of funds. Instead of spending for his medicines, he allotted the money for his four children who were still studying.²⁵ The LA also held that by opting to be treated by his physician of choice in the province, Darroca abandoned his treatment by the company-designated physician.²⁶ In any case, he failed to comply with his mandatory reporting requirement during the treatment period by the company-designated physician. Consequently, he forfeited his right to claim disability benefits, even if eventually found to be entitled thereto.²⁷

Nevertheless, in the interest of social and compassionate justice, and taking into account that Darroca has loyally served Century for 14 years, the LA granted Darroca financial assistance in the amount of ₱50,000.00.²⁸

Ruling of the National Labor Relations Commission:

In his appeal²⁹ to the NLRC, Darroca argued that the LA committed serious error in dismissing his claim for total and permanent disability compensation. He contended that the evidence sufficiently showed that his illness occurred during the period of his employment. In fact, he posited that his career as a seafarer had ended due to his worsened condition.³⁰ He averred that disability should not be understood on its medical significance, but on the loss of his earning incapacity. He further insisted that since he is unable to perform any gainful occupation for a continuous period exceeding 120 days due to his illness, his disability had become total and permanent.³¹

Darroca also claimed that he was entitled to moral and exemplary damages.³²

In its July 28, 2015 Decision,³³ the NLRC affirmed the Decision of the LA and dismissed Darroca's complaint for permanent total disability benefits and sickness allowance. The dispositive portion of the NLRC Decision reads:

²³ Id.

²⁴ Id. at 43.

²⁵ Id. at 40-41.

²⁶ Id. at 41.

²⁷ Id.

²⁸ Id. at 43.

²⁹ Id. at 115-145.

³⁰ Id. at 120-123.

³¹ Id. at 124-125.

³² Id. at 128-130.

³³ Id. at 26-33.

WHEREFORE, the labor arbiter's Decision dated July 18, 2014 is affirmed, and the instant appeal **DISMISSED** for lack of merit.

SO ORDERED.³⁴

The NLRC held that it is not sufficient that Darroca's illness rendered him permanently or partially disabled; but it must also be shown that there is a causal connection between the illness he suffered and the work for which he had been contracted.³⁵ It noted that while Darroca was diagnosed to be suffering from major depression and psychomotor retardation, Darroca failed to enumerate the nature of his duties and daily job responsibilities as a seafarer that could have caused or aggravated his depression and mental illness.³⁶ Instead, the NLRC gave credence to the company-designated physician's finding that Darroca's illness was not work-related since there were no elicited conflicts in his work environment.³⁷ It also reiterated the LA's observation that Darroca did not present any medical findings from his physician of choice that his condition was work-related or work-aggravated.³⁸

The NLRC also opined that Darroca's mental illness was not compensable since it did not result from a traumatic injury to the head as required by the Philippine Overseas Employment Administration Standard Employment Contract (POEA-SEC). It noted that Darroca did not mention any accident onboard that could have caused his injury.³⁹

Moreover, the NLRC denied Darroca's claim for disability benefits, sickness allowance, medical expenses, moral and exemplary damages, and attorney's fees since he already forfeited the right to claim them when he terminated his medical care under the company-designated physician.⁴⁰

Nevertheless, it upheld the amount of financial assistance awarded to Darroca on the basis of social justice and compassion.⁴¹

Darroca sought the reconsideration⁴² of the decision but it was later denied by the NLRC.⁴³

Ruling of the Court of Appeals:

Aggrieved, Darroca filed a petition for *certiorari*⁴⁴ with the CA claiming that the NLRC gravely abused its discretion in denying his claims for disability

³⁴ Id. at 33.

³⁵ Id. at 31.

³⁶ Id.

³⁷ Id.

³⁸ Id.

³⁹ Id. at 32.

⁴⁰ Id.

⁴¹ Id. at 32-33.

⁴² Id. 44-49.

⁴³ Id. at 50-51.

⁴⁴ Id. at 3-24.

benefits, sickness allowance, damages and attorney's fees. Darroca maintained that he contracted the illness while he was onboard the vessel, which led to his repatriation and the early termination of his contract.⁴⁵ Darroca also claimed that the NLRC's finding that he failed to present evidence of his illness being work-related is belied by the medical certificate⁴⁶ of Dr. Tayag.⁴⁷ He pointed out that Dr. Tayag diagnosed him to be suffering from major depression with psychotic features and even recommended him to undergo continuous psychological and psychiatric evaluation.⁴⁸ Thus, the NLRC misinterpreted or failed to fully comprehend the medical findings of Dr. Tayag. Moreover, he has been unfit to work for over 240 days which rendered him totally and permanently disabled.⁴⁹

In their Comment,⁵⁰ respondents argued that Darroca failed to substantially prove entitlement to his claims. They pointed out that Darroca failed to explain why he abandoned his medical treatment,⁵¹ which constitutes a breach of his employment contract. Similarly, Darroca breached his contract when he failed to refer his condition to a third doctor considering the conflict between the opinions of the company-designated physician and his own doctor of choice.⁵² Hence, the company-designated physician's findings became binding as a result of Darroca's non-referral to a third doctor.⁵³ Nevertheless, respondents claimed that the medical report of Darroca's physician of choice was unreliable and unworthy of credence since the medical evaluation was conducted several months after Darroca admittedly discontinued his treatment.⁵⁴ In any case, the medical report did not also indicate that he was suffering from a work-related illness or the degree thereof.⁵⁵

Respondents also maintained that Darroca failed to establish how his duties onboard caused or aggravated his depression and mental retardation.⁵⁶ They emphasized that Darroca did not dispute the finding of the company-designated physician that there were no elicited conflicts in his associations within his work environment. Thus, Darroca's alleged condition could only be caused by matters personal to him.⁵⁷

Respondents further insisted that Darroca was not entitled to his claims since there was no traumatic injury to his head,⁵⁸ as required under the POEA-

⁴⁵ Id. at 10-12.

⁴⁶ Id. at 8-9.

⁴⁷ Id. at 11.

⁴⁸ Id.

⁴⁹ Id. at 12-14.

⁵⁰ Id. at 156-163.

⁵¹ Id. at 158.

⁵² Id. at 162.

⁵³ Id. at 158.

⁵⁴ Id.

⁵⁵ Id.

⁵⁶ Id.

⁵⁷ Id.

⁵⁸ Id. at 158-159.

SEC. They emphasized that there was no accident or incident onboard that could have caused Darroca any traumatic injury.⁵⁹

On March 24, 2017, the CA rendered its assailed Decision⁶⁰ denying Darroca's petition for *certiorari*. The *fallo* of the appellate court's Decision reads:

WHEREFORE, the Petition for Certiorari is **DENIED** for lack of merit and the National Labor Relations Commission's Decision promulgated on July 28, 2015 and Resolution dated August 28, 2015 are hereby **AFFIRMED**.⁶¹ (Emphasis in the original)

In affirming the NLRC, the CA gave credence to the company-designated physician's finding that Darroca's illness was not work-related. It found no causal connection between Darroca's disability and his work as a seafarer.⁶² The appellate court also noted that Darroca executed an affidavit⁶³ attesting to the fair and humane conditions at work. In the said document, Darroca confirmed that he did not suffer any accident or traumatic experience that could have caused his inability to sleep, or was he maltreated by the officers and crew of MT "Dynasty."⁶⁴

In finding Darroca's illness not compensable, the CA emphasized that mental diseases must be due to traumatic injury to the head, which was not the case for Darroca.⁶⁵ Even if Darroca is found to be entitled to his claims, the CA held that Darroca already forfeited his right to claim disability benefits when he abandoned his treatment and opted to be treated by his own doctor of choice.⁶⁶ Additionally, the CA noted that Darroca failed to comply with the mandatory reporting requirement under the POEA-SEC.⁶⁷

The appellate court also agreed with respondents' contention that Darroca's failure to refer the dispute between the assessment of the company-designated physician and his physician of choice to a third doctor constitutes a breach of his duty under the POEA-SEC.⁶⁸ Consequently, the finding of the company-designated physician is binding.⁶⁹ Nevertheless, the CA found it proper to award financial assistance to Darroca.⁷⁰

⁵⁹ Id. at 159.

⁶⁰ *Rollo*, at 22-30.

⁶¹ Id. at 30.

⁶² Id. at 26-28.

⁶³ Id. at 29.

⁶⁴ Id.

⁶⁵ Id. at 28-29.

⁶⁶ Id. at 29.

⁶⁷ Id. at 29-30.

⁶⁸ Id. at 26.

⁶⁹ Id. at 27-28.

⁷⁰ Id. at 30.

Darroca filed a Motion for Reconsideration⁷¹ but it was denied by the CA in its September 15, 2017 Resolution.⁷²

Hence, the instant petition.

Issues

Petitioner raised the following assignment of errors:

- I. THE [CA] COMMITTED GRAVE ABUSE OF DISCRETION IN NOT CONSIDERING THAT [PETITIONER] COULD NO LONGER RETURN TO ACTIVE SEA DUTIES, A JOB HE WAS TRAINED AND ACCUSTOMED TO PERFORM WITHOUT ENDANGERING HIS HEALTH AND LIFE THUS HIS ENTITLEMENT TO PERMANENT AND TOTAL DISABILITY BENEFITS;
- II. THE [CA] COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION IN DISMISSING PETITIONER'S SEPARATE CLAIMS FOR DAMAGES AND ATTORNEY'S FEES.⁷³

Our Ruling

The petition is unmeritorious.

The core of the controversy is whether Darroca's illness is work-related and therefore compensable. Work-relatedness, or the causal connection between the illness contracted and the nature of work of a seafarer, is a factual question which is not a proper subject of this Court's review.⁷⁴ Nonetheless, the Court finds it necessary to elucidate certain principles pertinent to a seafarer's claim for disability benefits.

For disability to be compensable under the above POEA-SEC, two elements must concur: (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 contract.⁷⁵ It is not sufficient to establish that the seafarer's illness or injury has rendered him permanently or partially disabled; it must also be shown that there is a causal connection between the seafarer's illness or injury and the work for which he had been contracted.⁷⁶

The POEA-SEC defines work-related illness as "any sickness as a result of an occupational disease listed under Section 32-A of this Contract with the

⁷¹ Id. at 33-43.

⁷² Id. at 31-32.

⁷³ Id. at 4.

⁷⁴ *Dohle-Philman Manning Agency, Inc. v. Heirs of Guzzingan*, 760 Phil. 861, 877 (2015) citing *Career Philippines Shipmanagement, Inc. v. Serna*, 700 Phil. 1, 11 (2012).

⁷⁵ *Doehle-Philman Manning Agency, Inc. v. Haro*, 784 Phil. 840, 850 (2016) citing *Philippine Transmarine Carriers, Inc. v. Aligway*, 769 Phil. 792, 802 (2015).

⁷⁶ Id.

conditions set therein satisfied.”⁷⁷ For illnesses not mentioned under Section 32, the POEA-SEC creates a disputable presumption in favor of the seafarer that these illnesses are work-related.⁷⁸ Given such legal presumption in favor of the seafarer, he may rely on and invoke such legal presumption to establish a fact in issue,⁷⁹ which may only be overturned when the employer proves otherwise by substantial evidence.⁸⁰ However, it bears stressing that such legal presumption only covers work-relatedness, not compensability.⁸¹

The legal presumption of work-relatedness must still be read together with the requirements of compensability under Section 32-A of the 2010 POEA SEC,⁸² which provides:

For an occupational disease and the resulting disability or death to be compensable, all of the following conditions must be satisfied:

1. The seafarer’s work must involve the risks described herein;
2. The disease was contracted as a result of the seafarer’s exposure to the described risks;
3. The disease was contracted within a period of exposure and under such other factors necessary to contract it;
4. There was no notorious negligence on the part of the seafarer.

Thus, for both listed occupational diseases under Section 32 and non-listed illnesses, the seafarer must sufficiently show by substantial evidence compliance with the conditions for compensability.⁸³

In the case at bar, Darroca failed to sufficiently establish that his illness is work-related and compensable. It is undisputed that before repatriation, he was diagnosed to be suffering from major depression and psychomotor retardation. Upon consultation with his physician of choice back in the Philippines, Darroca was also diagnosed to be suffering from major depression with psychotic features. To prove his illness as work-related, it is necessary for evidence to show his actual duties, the nature of his illness, and other factors that may lead to the conclusion that his work conditions brought about, or at the very least, increased the risk of contracting his complained illness.⁸⁴ However, aside from his bare statement that he worked as an able seaman on board MT “Dynasty,” records are bereft of any showing what his specific duties were. Moreover, his general assertion of experiencing “dizziness when he smells the fumes of chemicals he was working on”⁸⁵ is insufficient to conclude that his work brought about or increased the risk of his depression. Notably, even the medical

⁷⁷ POEA-SEC (2010), Definition of Terms.

⁷⁸ POEA-SEC (2010), Sec. 20 (A) (4).

⁷⁹ *Romana v. Magsaysay Maritime Corp.*, 816 Phil. 194, 204 (2017).

⁸⁰ *Id.*, citing *Ravelis v. United Philippine Lines, Inc.*, 746 Phil. 758, 769 (2014) and *David v. OSG Shipmanagement Manila, Inc.*, 695 Phil. 906, 921 (2012).

⁸¹ *Romana v. Magsaysay Maritime Corp.*, supra at 205.

⁸² *Leonis Navigation Co., Inc. v. Villomater*, 628 Phil. 81, 96 (2010).

⁸³ *Romana v. Magsaysay Maritime Corp.*, supra at 205.

⁸⁴ *Scanmar Maritime Services, Inc. v. De Leon*, 804 Phil. 279, 288 (2017).

⁸⁵ *Rollo*, p. 6.

evaluation by his own doctor did not mention anything about his duties as a seafarer, or the risks involved thereto.

Century was also able to successfully overturn the legal presumption that Darroca's illness is work-related. It bears noting that the June 20, 2013 affidavit⁸⁶ of Darroca stated that he was employed under fair working conditions and without any maltreatment by the officers or crew of the ship. Additionally, he declared that he did not suffer any injury or any traumatic experiences onboard causing his inability to sleep. Absent any mention of Darroca's duties and the risks involved in his work, it cannot be reasonably concluded that it caused or aggravated his depression.

However, the CA's pronouncement that mental diseases must be due to traumatic head injury in order to be compensable bears much clarification. This Court has recognized mental diseases, such as schizophrenia, to be compensable. The case of *Leonis Navigation Co., Inc. v. Obrero*⁸⁷ is instructive:

Here, we agree with the CA and NLRC that Obrero has successfully proved that his illness was work-related. Taken together, Dr. Salceda's diagnosis and Obrero's previous unremarkable stints as a sea[farer] reasonably support the conclusion that his work environment increased [the] risk of developing or triggering schizophrenia. As detailed in Dr. Salceda's diagnosis, Obrero's demotion to mess[person] — which is inherently work-related and was conveniently ignored by LNCI in its pleadings — appears to be the event that precipitated [Obrero's] mental disorder. Prior to this, he was able to accomplish his tasks without any issue as an ordinary sea[farer] (OS) from January 20, 2000 to February 3, 2001, and as an able sea[farer] (AB) from August 12, 2001 to June 27, 2002 and May 14, 2003 to June 11, 2003. It was only after he was deployed as mess[person] onboard M/V Brilliant Arc that he began experiencing sleep interruptions and started having persecutory delusions, ultimately leading to the erratic behavior detailed in the Master Report. Applying the standard of substantial evidence, i.e., that amount of relevant evidence which a reasonable mind might accept as adequate to support a conclusion, we find Dr. Salceda's explanation — that Obrero's prolonged stint at sea eventually taxed his coping abilities which rendered him incapable of handling the stress of being demoted — to be reasonable and highly probable.⁸⁸ (Citations omitted)

Moreover, in *Career Philippines Shipmanagement, Inc. v. Godinez*,⁸⁹ the Court recognized that traumatic head injuries under Section 32 of the 2010 POEA-SEC are not only limited to physical damage but covers mental or emotional damage as well:

The above findings of the Labor Arbiter were seconded by the NLRC in this wise:

⁸⁶ CA rollo, p. 95.

⁸⁷ *Leonis Navigation Co., Inc. v. Obrero*, 794 Phil. 481 (2016).

⁸⁸ Id. at 488-489.

⁸⁹ 819 Phil. 86 (2017).

Likewise bereft of scant consideration is Respondents' argument that psychosis or schizophrenia is not compensable, claiming that such mental disorder does not result from traumatic head injury which contemplates accidents involving physical or head contacts. **There is nothing in the Standard Terms and Conditions governing the Employment of Filipino Seafarers On-Board Ocean-Going Vessels, particularly Section 30, thereof, that specifically states that traumatic head injury contemplates accidents involving physical or head contacts.** Notably, The New Britannica-Webster Dictionary & Reference Guide, Copyright 1988 by Encyclopedia Britannica, Inc. defines the word injure as '1: an act that damages or hurts: WRONG 2: hurt, damage, or loss sustained.' Here, said dictionary does not specifically state that the hurt, damage, or loss sustained should be physical in nature, hence, the same may involve mental or emotional hurt, damage or loss sustained. Further, said dictionary defines the word trauma as 'a: a bodily injury caused by a physical force applied from without; b: a disordered psychic or behavioral state resulting from stress or injury.' **From the above definitions, it is patent that 'traumatic head injury' does not only involve physical damage but mental or emotional damage as well.** Respondents' argument that [petitioner's] co-seaman belied the claimed harassment is bereft of merit. Suffice it to state that [petitioner's] illness occurred during the term of his employment contract with them, hence, respondents are liable therefor.

The above findings of the NLRC are in recognition of the emotional turmoil that petitioner experienced in the hands of the less compassionate German officers. This Court has ruled that schizophrenia is compensable.⁹⁰
(Emphasis supplied)

Thus, work-related mental illnesses resulting from a traumatic head injury, even if not due to physical damage, are compensable under the conditions set forth in law.


In sum, the CA correctly ruled that the NLRC did not gravely abuse its discretion in finding that Darroca's illness is not work-related. In the absence of substantial evidence, working conditions cannot be considered to have caused or at least increased the risk of contracting the mental illness or in this case, major depression with psychotic features. After all, the *onus probandi* falls on the seafarer to establish his claim for disability benefits and substantially prove that his work conditions caused or at least increased the risk of contracting his illness.⁹¹

WHEREFORE, the instant petition is hereby **DENIED**. The March 24, 2017 Decision and September 15, 2017 Resolution of the Court of Appeals in CA-G.R. SP No. 143062, are hereby **AFFIRMED**.


⁹⁰ Id. at 120-121.

⁹¹ *Mamlad Trans. Inc. v. Isidro*, 814 Phil. 49, 56 (2017), citing *Gabunas, Sr. v. Scanmar Maritime Services, Inc.*, 653 Phil. 457, 466 (2010).

SO ORDERED.

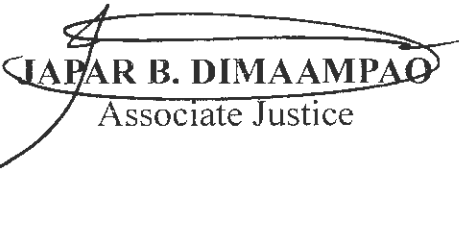

RAMON PAUL L. HERNANDO
Associate Justice

WE CONCUR:


ALEXANDER G. GESMUNDO
Chief Justice


ESTELA M. BERLAS-BERNABE
Senior Associate Justice


SAMUEL H. GAERLAN
Associate Justice


JAPAR B. DIMAAMPAO
Associate Justice

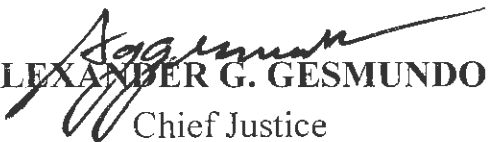
ATTESTATION

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.


ESTELA M. BERLAS-BERNABE
Senior Associate Justice
Chairperson

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.


ALEXANDER G. GESMUNDO
Chief Justice