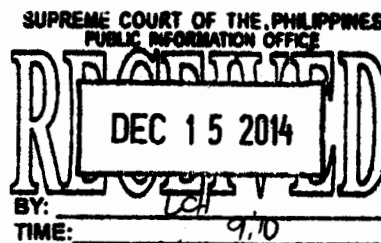




Republic of the Philippines  
**Supreme Court**  
 Manila  
**FIRST DIVISION**



**NOTICE**

Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated November 17, 2014 which reads as follows:*

**“G.R. No. 214334 – ROBERTO R. REPIZO, *Petitioner*, v. SENATOR CREWING (MANILA) INC., AQUANAUT SHIPMANAGEMENT LTD., AND ROSEMARY M. AARON, *Respondents*.**

This is a Petition for Review on *Certiorari* filed pursuant to Rule 45 of the Revised Rules of Court, assailing the Resolutions dated 11 July 2014<sup>1</sup> and 12 September 2014<sup>2</sup> by the Fourteenth Division of the Court of Appeals in CA-G.R. SP No. 136054. In its assailed resolutions, the appellate court affirmed the Decision<sup>3</sup> dated 31 March 2014 of the National Labor Relations Commission (NLRC) which affirmed the dismissal of the action for the recovery of disability benefits filed by petitioner Roberto Repizo (Repizo) against respondents Senator Crewing (Manila), Inc. (Senator), Aquanaut Shipmanagement Ltd. (Aquanaut), and Rosemary Aaron (Aaron).

***The Facts***

Respondent Aquanaut is a foreign juridical entity engaged in maritime business. It is represented in the Philippines by its manning agent and co-respondent herein, Senator, a corporation organized and existing under Philippine laws. Senator is represented in this action by respondent Aaron.

<sup>1</sup> Penned by Associate Justice Amy C. Lazaro-Javier with Associate Justices Mariflor P. Punzalan Castillo and Zenaida T. Galapate-Laguilles, concurring. *Rollo*, pp. 23-29.

<sup>2</sup> *Id.* at 31.

<sup>3</sup> *Id.* at 26.

On 11 April 2012, petitioner Roberto Repizo was hired by Aquanaut thru its manning agent, Senator as an Engine Fitter. His employment was to run for a period of six months to commence on 11 April 2012 when he boarded the vessel M/V Buxfavourite and he was to receive, *inter alia*, a basic monthly salary of US\$775.00 a month.

Prior to the execution of the contract, Repizo underwent a thorough Pre-Employment Medical Examination (PEME) and after compliance therewith, he was certified as "fit to work" by the company designated physician.

On 29 September 2012, while on board the vessel, Repizo complained of abdominal pain obliging the Medical Officer to send him to a routine check up in Houston, Texas wherein he was diagnosed with renal colic, an abdominal pain commonly caused by kidney stones.

After the completion of his employment contract, Repizo was repatriated to the Philippines on 28 October 2012.

To validate the findings of the hospital in Houston, Texas, Repizo was examined by the company-designated physician upon his arrival in Manila. Dr. Esther Go (Dr. Go) of the Marine Medical Service confirmed that Repizo is indeed suffering from urolithiasis, a condition when urinary stones are formed or located anywhere in the urinary system. To address the issue, Repizo was given medication. Dr. Go further found that Repizo's illness resulted from a combination of genetic predisposition, diet, water intake and is not work-related. On 13 November 2012, Repizo was declared "fit to work."

Claiming that he was repatriated to the Philippines for medical reasons, Repizo filed a complaint for recovery of total or permanent disability benefits, moral damages, exemplary damages and attorney's fees against respondents Aquanaut, Senator and Aaron. To support his cause, Repizo presented as evidence the Certification by a certain Dr. Garduce stating that "it would be impossible for him to work as a seaman-fitter." Repizo claimed that he is entitled to maximum disability compensation in the amount of US\$125,000.00 based on the Philippine Overseas Employment Administration (POEA) Contract.

For lack of merit, the Labor Arbiter in a Decision dated 5 December 2013<sup>4</sup> dismissed the complaint filed by Repizo, which ruling was affirmed by the NLRC in its 31 March 2014 Decision.

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<sup>4</sup> CA Resolution dated 11 July 2014. Id. at 26.

Ascribing grave abuse of discretion, petitioners elevated the adverse NLRC ruling to the Court of Appeals. On 11 July 2014, the Court of Appeals affirmed the ruling of the NLRC, dismissing the complaint for recovery of disability benefits filed by Repizo. For failing to show that the conclusion reached by the NLRC was attended by capricious and whimsical exercise of judgment, the appellate court sustained the NLRC.

Similarly ill-fated was Repizo's Motion for Reconsideration which was denied by the appellate court in a Resolution dated 12 September 2014.

### *The Issues*

Unyielding, Repizo is now before this Court *via* this instant Petition for Review on *Certiorari* assailing the Courts of Appeals' Resolutions while raising the following issues:

I. THE HONORABLE COURT OF APPEALS COMMITTED A REVERSIBLE ERROR BY RULING THAT REPIZO WAS NOT MEDICALLY REPATRIATED;

II. THE HONORABLE COURT OF APPEALS COMMITTED A REVERSIBLE ERROR BY RULING THAT REPIZO IS NOT ENTITLED TO DISABILITY BENEFITS BECAUSE HIS ILLNESS IS NOT WORK-RELATED EVEN WHEN THERE IS SUBSTANTIAL EVIDENCE TO THE CONTRARY.<sup>5</sup>

### *The Court's Ruling*

**The Court resolves to deny the petition.**

Entitlement of seamen on overseas work to disability benefits is a matter governed, not only by medical findings, but by law and by contract. The material statutory provisions are Articles 191 to 193 under Chapter VI (Disability Benefits) of the Labor Code, in relation with Rule X of the Rules and Regulations Implementing Book IV of the Labor Code. By contract, the POEA-[Standard Employment Contract (SEC)], as provided under Department Order No. 4, series of 2000 of the Department of Labor and Employment, and the parties' Collective Bargaining Agreement (CBA) bind the seaman and his employer to each other.<sup>6</sup>

<sup>5</sup> Petition for Review on *Certiorari*. *Id.* at 7.

<sup>6</sup> *Magsaysay Maritime Corporation v. NLRC*, G.R. No. 186180, 22 March 2010, 616 SCRA 362, 372-373.

Section 20(B), paragraph 3 of the 2000 POEA-SEC<sup>7</sup> reads:

Section 20-B. *Compensation and Benefits for Injury or Illness.*

The liabilities of the employer when the seafarer suffers work-related injury or illness during the term of his contract are as follows:

x x x x

6. In case of permanent total or partial disability of the seafarer caused by either injury or illness the seafarer shall be compensated in accordance with the schedule of benefits enumerated in Section 32 of this Contract. Computation of his benefits arising from an illness or disease shall be governed by the rates and the rules of compensation applicable at the time the illness or disease was contracted.

For disability to be compensable under Section 20(B) of the 2000 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. In other words, to be entitled to compensation and benefits under this provision, 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.<sup>8</sup>

The 2000 POEA-SEC defines "work-related injury" as "injury(ies) resulting in disability or death arising out of and in the course of employment" and "work-related illness" as "any sickness resulting to disability or death as a result of an occupational disease listed under Section 32-A of this contract with the conditions set therein satisfied."<sup>9</sup>

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.<sup>10</sup>

<sup>7</sup> Department Order No. 4, s. of 2000 is entitled Amended Standard Terms and Conditions Governing the Employment of Filipino Seafarers On-Board Ocean-Going Vessels.

<sup>8</sup> *Magsaysay Maritime Corporation v. NLRC*, supra note 6 at 373-374.

<sup>9</sup> Id. at 374.

<sup>10</sup> *Nisda v. Sea Serve Maritime Agency*, G.R. No. 179177, 23 July 2009, 593 SCRA 668, 695.

The ultimate question that needs to be addressed in the case at bar is whether or not Repizo, under the circumstances, is entitled to disability benefits.

We rule in the negative.

Factual findings of quasi-judicial bodies that have acquired expertise are generally accorded respect and even finality, if they are supported by substantial evidence.<sup>11</sup> In this case, we find no compelling reason to depart from the ruling of the Labor Arbiter as affirmed by the NLRC and the Court of Appeals. We quote here with approval the disquisition of the appellate court:

**First.** Petitioner refers to renal colic as: (1) the illness which he incurred or suffered during the effectivity of his employment contract; (2) for which he claims to have been medically repatriated; (3) the illness that rendered him unfit to resume work; and (4) for which he seeks compensation. But it should be stressed that renal colic is entirely different from the illness (mild degenerative changes of the lumbar spine with mild L3-L4 and L4-L5 disc protrusion) for which the petitioner was declared unfit to work by his own physician, Dr. Garduce.

x x x x

**Second.** Against the company-designated physician's declaration that he had been declared fit to resume his duties after being cleared from renal colic, petitioner presented the medical report of Dr. Garduce, who declared him to have sustained a disability of Grade 3 for another ailment, a degenerative disc disease. Jurisprudence is replete with pronouncements that it is the company-designated physician who is entrusted with the task of assessing the seaman's disability, whether total or partial, due to either injury or illness, during the term of the latter's employment. It is his findings and evaluations which should form the basis of seafarer's disability claim.

Petitioner is not entitled to total and permanent disability benefits for his failure to refute the company-designated physician's findings that: (1) his illness was not work-related; and (2) he is fit to resume sea duties.<sup>12</sup>

A seaman is a contractual and not a regular employee. His employment is contractually fixed for a certain period of time and is governed by the POEA-SEC. **It says that under the said contract, it is the company designated physician who must proclaim that the seaman suffered a permanent disability, whether total or partial, due to either injury or illness, during the term of the latter's employment.**<sup>13</sup> If

<sup>11</sup> *Rambuyon v. Fiesta Brands, Inc.*, 514 Phil. 325, 334 (2005).

<sup>12</sup> *Rollo*, pp. 27-28.

<sup>13</sup> *Panganiban v. Tara Trading Shipmanagement, Inc.*, G.R. No. 187032, 18 October 2010, 633 SCRA 353, 367-368.

a doctor appointed by the seafarer disagrees with the assessment of the company-designated physician, 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.<sup>14</sup> However, neither parties availed of the remedy.

We hold that Repizo is not entitled to total disability benefits for his failure to establish by substantial evidence that he is entitled thereto. The Court of Appeals thus did not err in sustaining the NLRC and the Labor Arbiter which denied the grant of permanent and total disability benefits to the Repizo. The opinion of Dr. Garduce that Repizo is not fit to work cannot bind the Court in light of the contrary opinion of the company-designated physician. Aside from the medical certificate issued by Dr. Garduce, Repizo failed to adduce additional evidence to convince reasonable mind that he suffered from permanent disability rendering him unfit to render productive work in accordance with his skill and training. Not only that, Repizo likewise failed to show that there is a reasonable connection between his work as an engine fitter and his health problems. Repizo must prove, by substantial evidence, reasonable work-connection, if not direct causal relationship between his ailment and his working conditions, and by substantial evidence, we mean, such relevant evidence which a reasonable mind might accept as adequate to support a conclusion.<sup>15</sup>

While it is true labor contracts are impressed with public interest and the provisions of the POEA-SEC must be construed fairly, reasonably and liberally in favor of Filipino seamen in the pursuit of their employment on board ocean-going vessels, we should be mindful that justice is in every case for the deserving to be dispensed with in light of established facts, the applicable law, and existing jurisprudence.<sup>16</sup>

**WHEREFORE**, premises considered, the petition is **DENIED**. The assailed Resolutions of the Court of Appeals are hereby **AFFIRMED**.

- over -

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<sup>14</sup> *Francisco v. Bahia Shipping Services, Inc.*, G.R. No. 190545, 22 November 2010, 635 SCRA 660, 666.

<sup>15</sup> *Orate v. Court of Appeals*, 447 Phil. 654, 665 (2003).

<sup>16</sup> *Klaveness Maritime Agency, Inc. v. Beneficiaries of the Late Second Officer Anthony S. Allas*, 566 Phil. 579, 589-590 (2008).

**SO ORDERED.” BERSAMIN, J.**, on official travel; **VELASCO, JR., J.**, designated acting member per S.O. No. 1870 dated November 4, 2014.

Very truly yours,

  
**EDGAR O. ARICHETA**,  
Division Clerk of Court #141

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