



REPUBLIC OF THE PHILIPPINES
 SUPREME COURT
 Manila
 SECOND DIVISION

SUPREME COURT OF THE PHILIPPINES
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NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **03 February 2020** which reads as follows:*

“G.R. No. 250299 (Astra Marine International Incorporation, FS Maritime Corporation, and/or Lidwina A. Morales v. Crusaldo C. Malvas). – After a judicious study of the case, the Court resolves to **DENY** the instant petition¹ and **AFFIRM** the March 7, 2019 Decision² and the October 25, 2019 Resolution³ of the Court of Appeals (CA) in CA-G.R. SP No. 151112 for failure of petitioners Astra Marine International Incorporation, FS Maritime Corporation, and/or Lidwina A. Morales (petitioners) to sufficiently show that the CA committed any reversible error in awarding total and permanent disability benefits and attorney’s fees in favor of respondent Crusaldo C. Malvas (respondent).

As correctly ruled by the CA, since petitioners’ company-designated physician unjustifiably failed to give a final assessment of respondent’s medical condition within one hundred twenty (120)-days from repatriation,⁴ respondent should be deemed totally and permanently disabled by operation of law.⁵ While petitioners asserted that further treatment was necessary and effective since respondent’s condition improved, it is indisputable that he still could not return to work and render his previous duties even beyond the two hundred forty (240)-day period despite the extended treatment given to respondent. Hence, the award of US\$60,000.00 to respondent, pursuant to the 2010 Philippine Overseas Employment Administration-Standard Employment Contract⁶ — that is deemed incorporated in every seafarer’s employment contract, must be sustained. In this regard, the CA cannot be faulted in sustaining the award of attorney’s fees since respondent was clearly compelled to litigate to protect his interest.⁷

¹ *Rollo*, pp. 3-18.

² *Id.* at 27-45. Penned by Associate Justice Geraldine C. Fiel-Macaraig with Associate Justices Apolinario D. Bruselas, Jr. and Myra V. Garcia-Fernandez, concurring.

³ *Id.* at 56-60.

⁴ See *id.* at 41.

⁵ See *Tamin v. Magsaysay Maritime Corporation*, 794 Phil. 286, 301 (2016).

⁶ POEA Memorandum Circular No. 10, Series of 2010, entitled “AMENDED STANDARD TERMS AND CONDITIONS GOVERNING THE OVERSEAS EMPLOYMENT OF FILIPINO SEAFARERS ON-BOARD OCEAN-GOING SHIPS,” dated October 26, 2010.

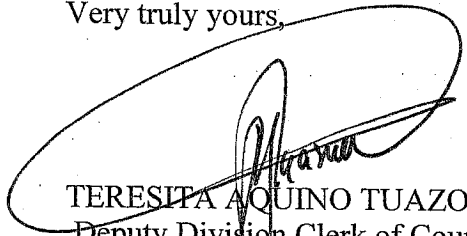
⁷ Pertinent portions of Article 2208 of the CIVIL CODE provides:

Article 2208. In the absence of stipulation, attorney’s fees and expenses of litigation, other than judicial costs, cannot be recovered, except:

Handwritten initials

SO ORDERED. (Hernando, J., on official leave.)”

Very truly yours,



TERESITA AQUINO TUAZON
Deputy Division Clerk of Court
20 FEB 2020 p 2/20

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xxxx
(2) When the defendant’s act or omission has compelled the plaintiff to litigate with
third persons or to incur expenses to protect his interest;
xxxx
(8) In actions for indemnity under workmen’s compensation and employer’s liability
law[.]