

## THIRD DIVISION

[ G.R. No. 203478, June 23, 2021 ]

**ARMANDO H. DE JESUS, PETITIONER, VS. INTER-ORIENT  
MARITIME ENTERPRISES, INC., INTERORIENT MARITIME ENT.,  
INC. LIBERIA, GRIGOROUSSA I MARIN'E S.A.-MONROVIA  
LIBERIA, RESPONDENTS.**

**Hernando, J.:**

Before this Court is a *Petition for Review on Certiorari*<sup>[1]</sup> filed by herein petitioner Armando H. De Jesus (De Jesus) assailing the November 23, 2010<sup>[2]</sup> and August 8, 2012<sup>[3]</sup> Resolutions of the Court of Appeals (CA) in CA-G.R. CEB-SP. No. 05114 which dismissed the *Petition for Certiorari*<sup>[4]</sup> of De Jesus due to several technical infirmities.

**Factual Antecedents:**

De Jesus exclusively worked as a seafarer on board the ocean-going vessels of Inter-Orient Maritime Enterprises Inc. (Inter-Orient) for 20 years prior to the present controversy. For every employment contract he has entered with Inter-Orient, De Jesus underwent the requisite pre-employment medical examination (PEME) and was consistently declared "fit for sea service."<sup>[5]</sup>

On July 4, 2005, De Jesus executed another employment contract<sup>[6]</sup> with Inter-Orient, on behalf of its principal, Inter-Orient Maritime Ent., Inc-Liberia-Grigoroussa I- Maritime S.A, as Second Mate on board MIT Grigoroussa I, for nine months.<sup>[7]</sup>

On his seventh month on board the vessel and while it was docked in the Mediterranean Sea off the coast of Egypt, De Jesus felt severe chest pains and had difficulty breathing. The master of the vessel then instructed that De Jesus be brought to the nearest hospital. On March 28, 2006 he was admitted at the Suez General Hospital in Egypt (United Doctors Hospital) where he was diagnosed with Acute Extensive Myocardial Infarction.<sup>[8]</sup>

On April 7, 2006, Dr. Edward Youssef of United Doctors Hospital cleared De Jesus to travel by plane back to the Philippines. However, he was declared unfit for physical work and was advised to immediately undergo a coronary angiography.<sup>[9]</sup>

Upon his arrival in the Philippines on April 12, 2006, De Jesus proceeded directly to the office of the respondent company. He inquired about his unpaid salaries and was told that he needed to sign a Quitclaim before his salaries could be released. Due to exhaustion and desperation brought about by his medical condition, he signed the Quitclaim without fully understanding its consequences.<sup>[10]</sup>

On the next day, April 13, 2006, De Jesus had himself examined by a specialist from YGEIA Medical Clinic upon the advice and referral of respondent company. It was

confirmed that he had Myocardial Infarction and that he must undergo rehabilitation and continuous medication. No medical report was given to him. He then requested to have his treatment conducted in Cebu, his hometown, under the supervision of the company's accredited doctors. Inter-Orient agreed to the arrangement provided De Jesus sign a letter stating that he will hold the company free and harmless from any liability.<sup>[11]</sup>

On April 18, 2006, representatives from Inter-Orient accompanied De Jesus to the National Labor Relations Commission in Quezon City to sign a number of Inter-Orient-prepared documents as pre-requisite for the processing and release of his bonuses and allowances. Among the documents which were executed by the parties were:

- a) Computerized NLRC-NCR Complaint form<sup>[12]</sup> for non-payment of wages, overtime pay, vacation pay and sick leave pay docketed as NLRC NCR OFW Case No. 06-04-011699-00;
- b) Quitclaim and Release submitted before the NLRC;<sup>[13]</sup>
- c) Release of All Rights in Filipino and English versions;<sup>[14]</sup> and
- d) A pro-forma Motion to Dismiss. <sup>[15]</sup>

De Jesus received the amount of Five Thousand Seven Hundred Forty Nine Dollars (US\$5,749.00) upon signing the documents.

Accordingly, Labor Arbiter Jovencio LI. Mayor, Jr. issued an Order dated April 19, 2006 dismissing with prejudice the complaint docketed as NLRC NCR OFW Case No. 06-04-011699-00.<sup>[16]</sup>

Hence, on April 26, 2006, De Jesus returned to Cebu and continued his treatment under the supervision of Dr. Marie Geraldine SJ. Lim of Cebu Doctor's University Hospital.<sup>[17]</sup> All expenses for his treatment were for his own account since respondent company informed him that he already received all that was due him<sup>[18]</sup>

On February 12, 2007, De Jesus filed before the NLRC Regional Arbitration Branch in Cebu a complaint docketed as NLRC RAB VII OFW Case No. 02-0014-2007 for disability benefits and sickness allowance under the POEA-Standard Employment Contract (POEA-SEC) and for moral and exemplary damages.<sup>[19]</sup>

Inter-Orient filed a Motion to Dismiss on grounds of *res judicata* in view of the previous dismissal of the similar complaint earlier filed by De Jesus against the respondent company. In addition, Inter-Orient pointed out that De Jesus had already executed a quitclaim and release in the prior case docketed as NCR OFW Case No. 06-04-011699-00.<sup>[20]</sup>

### **Ruling of the Labor Arbiter:**

The Arbiter denied Inter-Orient's Motion to Dismiss on the ground that De Jesus signed the release and quitclaim without the aid of a counsel and the consideration contained therein was unconscionable. Moreover, he found as irregular the filing on the same day of the complaint and the Motion to Dismiss in NLRC NCR OFW Case No. 06-04-011699-00.<sup>[21]</sup>

The dispositive portion of the Order reads:

*WHEREFORE*, the foregoing considered, the Motion To Dismiss is DENIED. This case is therefore, set for another conference on May 23, 2007 at 2:00 P.M. [22]

SO ORDERED. [23]

Inter-Orient appealed the denial of its Motion to Dismiss with the NLRC but it was denied by the labor tribunal for being a prohibited pleading. The subsequent Motion for Reconsideration was likewise denied for the same reason. [24]

Hence, the parties were required to submit their position papers. De Jesus alleged that his illness, i.e. cardiovascular disease, which he acquired during his employment with respondent company, was compensable considering that it was listed as an occupational disease under Section 32-A of the POEA SEC. [25] Also, the Quitclaim was void since the consideration therein was unconscionable and it was signed without the assistance of counsel.' Moreover, the complaint, quitclaim, and the motion to dismiss were all executed on the same day, a clear departure from the usual process in labor complaints, and proof of the irregularity in the execution of the quitclaim. As such, the dismissal of N'LRC NCR OFW Case No. 06-04-011699-00 should not be considered as bar to his subsequent claim of disability benefits from respondent company. [26]

Meanwhile, Inter-Orient reiterated its arguments in the Motion to Dismiss that De Jesus' illness was not compensable because he failed to prove that it was work-related or work-aggravated. Furthermore, De Jesus executed a Quitclaim with full consent and comprehension, thus he cannot renege from its terms. Inter-Orient insisted that the amount of Five Thousand Seven Hundred Forty-Nine Dollars (US\$5,749.00) can hardly be considered unconscionably low. [27]

In a Decision [28] dated February 25, 2009, the Labor Arbiter found in favor of De Jesus. The dispositive portion of the judgment reads:

WHEREFORE, the foregoing premises considered, judgment is hereby rendered directing the Respondents to jointly and solidarily pay complainant the following:

Permanent Disability Benefits	US\$60,000.00
Sickness Allowance	US\$ 3,200.00
Less: Cash Advanced	<u>US\$ 5,749.00</u>
	US\$57,451.00
Add: 10% Attorney's Fee	<u>US\$ 5,745.10</u>
Total	US\$63,196.10

SO ORDERED. [29]

The Labor Arbiter found De Jesus' Quitclaim to be invalid since the consideration was unconscionably low and was entered by De Jesus without the aid of counsel. There was unreasonable, irregular and apparent haste in the execution of the complaint, motion to dismiss and quitclaim all in one day. The arbiter found it unbelievable for De Jesus to have prepared the subject documents all in one day, particularly as they pertained to the release of all his rights. Moreover, the Affidavit of the

Reader/Interpreter/Translator was not acknowledged before a Notary Public. Thus, the Quitclaim could not be considered as having validly extinguished all of De Jesus' claims.

The Arbiter also found that De Jesus' illness is compensable. Inasmuch as he suffered a heart attack while on board the vessel, the presumption is that it is work-related and the employer has the burden of proof to show otherwise.

The arbiter thus granted De Jesus permanent disability benefits, sickness allowance, and attorney's fees. The amount that he earlier received from respondents was treated as cash advance.

Inter-Orient appealed the Decision of the arbiter to the NLRC.

### **Ruling of the National Labor Relations Commission:**

The NLRC reversed and set aside the ruling of the Labor Arbiter and held that De Jesus' illness was not work-related. It accorded great weight to the Medical Report submitted by Inter-Orient.

The labor tribunal further declared that for his illness to be compensable, it was incumbent upon De Jesus to prove that it was work-related. Section 20 of the POEA SEC mandates that for the illness to be compensable, the employee must be able to prove that the illness was acquired during the period of his employment or that it was at least aggravated thereat or was workrelated.<sup>[30]</sup> De Jesus failed to present substantial evidence to prove the foregoing.

The dispositive portion of the September 30, 2009 NLRC Decision reads:

WHEREFORE, premises considered, the decision of the Labor Arbiter dated 25 February 2009 is REVERSED and SET ASIDE and a NEW ONE is entered DISMISSING the complaint.

SO ORDERED.<sup>[31]</sup>

Aggrieved, De Jesus filed a Motion for Reconsideration but it was denied by the NLRC.<sup>[32]</sup> He thus filed a Petition for *Certiorari*<sup>[33]</sup> before the appellate court assailing the reversal by the NLRC of the LA's ruling. **Ruling of the Court of Appeals:** The appellate court, in its November 23, 2010 Resolution<sup>[34]</sup> dismissed De Jesus' petition on the following grounds:

- 1) the petition does not show the date when petitioner received the copy of the assailed September 30, 2009 Decision, as well as when the motion for reconsideration was filed, in violation of Sec. 3, 2<sup>nd</sup> paragraph, Rule 46 of the Revised Rules of Court;
- 2) petitioner failed to furnish the public respondent, NLRC, with a copy of the petition, in violation of Sec. 3, 3<sup>rd</sup> paragraph, Rule 46 of the Revised Rules of Court;
- 3) the attached copy of the assailed Resolution is neither a duplicate original nor certified true copy of the same, in violation of Sec. 1, 2<sup>nd</sup>

paragraph, Rule 65, in relation to Sec. 3, 3<sup>rd</sup> paragraph of Rule 46 of the Revised Rules of Court; and

4) the Verification and Certificate of Non-Forum Shopping does not bear the signature of petitioner, and its execution does not conform with the 2004 Notarial Rules.<sup>[35]</sup>

De Jesus filed a Motion for Reconsideration<sup>[36]</sup> citing inadvertence and submitted anew supporting documents. The Motion for Reconsideration was however denied by the appellate court in its August 8, 2012 Resolution.<sup>[37]</sup> Thus, De Jesus filed this Petition for Review on *Certiorari* assailing the issuances of the CA. He raised the following-

**Issues:**

I.

The Court of Appeals erred when it dismissed outright petitioner's Petition for *Certiorari* and denied petitioner's Motion for Reconsideration based purely [on] procedural and technical grounds.

II.

The Court of Appeals erred when it failed to resolve the petitioner's Petition for *Certiorari* based on the merits thereof and reinstate the Decision of the Regional Arbitration Branch VII of Cebu dated February 25, 2009.<sup>[38]</sup>

**Petitioner's Arguments:**

Petitioner submits that the appellate court erred in dismissing outright his Petition for *Certiorari* based purely on procedural and technical grounds. At the same time, he attached copies of the following: Certification from Cebu Central Post Office of the proof service to the NLRC of the Petition for *Certiorari*;<sup>[39]</sup> signed Verification and Certificate of Forum Shopping dated June 4, 2010 notarized by Atty. Charter Antonio L. Tayurang;<sup>[40]</sup> copy of the Notarial Commission of Atty. Tayurang;<sup>[41]</sup> and Order dated December 11, 2009 granting Atty. Tayurang's notarial commission up to December 31, 2011.<sup>[42]</sup> Petitioner pleads that the case be resolved based on the merits.<sup>[43]</sup>

He prays for the reinstatement of the Labor Arbiter's ruling declaring his illness as work-related in accordance with the POEA SEC and existing jurisprudence. He argues that the NLRC erred in giving full credit to the biased Medical Report of the company-designated doctor. Moreover, it was the employer who has the burden to show that his illness was not related to his work. Lastly, in cases where the evidence of the parties are in conflict with each other, it is incumbent upon the court to resolve the case in favor of the employee.<sup>[44]</sup>

**Respondents' Arguments:**

Respondents, in their Comment,<sup>[45]</sup> maintain that the petition should be dismissed due to the formal infirmities contained therein. Bare invocation of interest of justice is not a ground to automatically suspend procedural rules. Petitioner clearly failed to