

SECOND DIVISION

[G.R. No. 236576, September 05, 2018]

**ARIEL P. HORLADOR, PETITIONER, VS. PHILIPPINE
TRANSMARINE CARRIERS, INC., MARINE* SHIPMANAGEMENT
LTD., AND CAPTAIN MARLON L. MALANAO, RESPONDENTS.**

RESOLUTION

PERLAS-BERNABE, J.:

Assailed in this petition for review on *certiorari*^[1] are the Decision^[2] dated February 3, 2017 and the Resolution^[3] dated December 15, 2017 of the Court of Appeals (CA) in CA-G.R. SP No. 136386, which affirmed the Decision^[4] dated February 28, 2014 and the Resolution^[5] dated May 22, 2014 of the National Labor Relations Commission (NLRC) in NLRC NCR Case No. (M) 04-06497-13 finding petitioner Ariel P. Horlador (petitioner) entitled to permanent and total disability benefits, with modification deleting the award of attorney's fees amounting to ten percent (10%) of the total monetary award in his favor.

The Facts

On April 18, 2012, respondent Philippine Transmarine Carriers, Inc. (PTCI), for and on behalf of its foreign principal, respondent Marine Shipmanagement Ltd. (Marine), hired^[6] petitioner as a Chief Cook on board the vessel PRAIA for a period of eight (8) months starting from his deployment on June 19, 2012.^[7] On January 3, 2013 and while on board the vessel, petitioner, while carrying provisions, suddenly felt a severe pain on his waist, abdomen, and down to his left scrotum. As the pain persisted for a number of days, he was airlifted to a hospital in Belgium where he was diagnosed with "infection with the need to rule out Epididymitis and Prostatitis" and advised to undergo repatriation.^[8] Upon arrival in the Philippines, petitioner claimed that he immediately reported to PTCI and asked for referral for further treatment, but was ignored. As such, he used his health card in order to seek treatment at the Molino Doctors Hospital where he was diagnosed with hernia.^[9] Thereafter, petitioner consulted two (2) other physicians who similarly concluded that the nature and extent of his illness permanently and totally prohibited him from further working as a seaman due to his "Chronic prostatitis."^[10] Thus, he filed a complaint^[11] for, *inter alia*, permanent and total disability benefits against PTCI, Marine, and respondent Captain Marlon L. Malanao as the crewing manager (respondents).

For their part, respondents averred that petitioner is not entitled to permanent and total disability benefits, contending that petitioner: (a) was not medically repatriated as his discharge from the vessel was due to contract completion; (b) failed to comply with the mandatory post-deployment medical examination; and (c) failed to

prove his allegation that he had contracted and was diagnosed with hernia.^[12]

The Labor Tribunals' Ruling

In a Decision^[13] dated September 27, 2013, the Labor Arbiter (LA) dismissed petitioner's complaint for lack of merit, essentially upholding respondents' contentions in this case.^[14] Aggrieved, petitioner appealed^[15] to the NLRC.

In a Decision^[16] dated February 28, 2014, the NLRC reversed and set aside the LA's ruling, and accordingly, ordered respondents to pay petitioner permanent and total disability benefits in the amount of US\$60,000.00 or its peso equivalent and ten percent (10%) thereof as attorney's fees.^[17] The NLRC found that: (a) petitioner was medically repatriated; (b) after medical repatriation, he tried reporting to PTCI for post-employment medical examination, but was ignored; and (c) petitioner's disability was indeed work-related and diagnosed to be permanent and total, and thus, compensable.^[18]

Respondents moved for reconsideration,^[19] but was denied in a Resolution^[20] dated May 22, 2014. Dissatisfied, they filed a petition for *certiorari*^[21] before the CA.

The CA Ruling

In a Decision^[22] dated February 3, 2017, the CA affirmed the NLRC ruling, with modification deleting the award of attorney's fees.^[23] It held that the NLRC did not gravely abuse its discretion in finding, among others, that petitioner suffered a compensable work-related illness that caused his permanent and total disability, and that respondents denied his request for treatment or post-employment medical examination.^[24] The CA, however, found it appropriate to delete the award of attorney's fees for the NLRC's failure to present the factual bases therefor.^[25]

Both parties moved for reconsideration,^[26] which were, however, denied in a Resolution^[27] dated December 15, 2017. Hence, this petition assailing the aforesaid deletion of attorney's fees.

The Issue Before the Court

The sole issue for the Court's resolution is whether or not the CA correctly deleted the award of attorney's fees in petitioner's favor.

The Court's Ruling

The petition is meritorious.

There are two (2) commonly accepted concepts of attorney's fees - the ordinary and extraordinary. In its ordinary concept, an attorney's fee is the reasonable compensation paid to a lawyer by his client for the legal services the former renders; compensation is paid for the cost and/or results of legal services per agreement or as may be assessed. In its extraordinary concept, attorney's fees are