

SECOND DIVISION

[G.R. No. 196357, April 20, 2015]

**THE HEIRS OF THE LATE DELFIN DELA CRUZ, REPRESENTED BY
HIS SPOUSE, CARMELITA DELA CRUZ, PETITIONERS, VS.
PHILIPPINE TRANSMARINE CARRIERS, INC., REPRESENTED BY
MR. CARLOS C. SALINAS AND/OR TECTO BELGIUM N.V.,
RESPONDENTS.**

DECISION

DEL CASTILLO, J.:

This Petition for Review on *Certiorari*^[1] assails the June 18, 2010 Decision^[2] of the Court of Appeals (CA) in CA-G.R. SP No. 105930 dismissing the petition for *certiorari* filed therewith and affirming the January 23, 2007 Decision^[3] of the National Labor Relations Commission (NLRC) in OFW (M) 03-12-3155-00 (CA No. 046453-05). Said NLRC Decision reversed and set aside the Labor Arbiter's May 30, 2005 Decision^[4] which, in turn, granted the late Delfin Dela Cruz's (Delfin) claims for sickness allowance and disability benefits filed against respondents Philippine Transmarine Carriers, Inc. and/or Tecto Belgium N.V. (respondents). Also assailed in this petition is the CA's March 29, 2011 Resolution^[5] denying the Motion for Reconsideration^[6] filed by the heirs of Delfin (petitioners).

Factual Antecedents

The facts, as summarized by the CA in its assailed Decision, are as follows:

The late Delfin Dela Cruz was contracted for the position of [Oiler] by x xx Philippine Transmarine Carriers[,] Inc., a local manning agent for and in behalf of the latter's principal, Tecto Belgium N.V.[,] under the following terms and conditions as provided for in the Contract of Employment:

Duration of contract	- 9 months
Position	- OILER
Basic Monthly Salary	- \$535.00 per month
Hours of Work	- 44 hours per week
Overtime	- \$298/month fixed overtime - US\$3.50/hour after 85 hours
Vacation Leave w/	- 8 days/month with Seniority Bonus
Pay	US\$7.50/month
Point of Hire	- Manila, Philippines

As required by law and by the employment contract, [Delfin] underwent

a Pre-Employment Medical Examination (PEME) and was declared Fit for Sea Service. [His] work includes observing routine watch, taking records of pressure of temperature of all working apparatus, obeying all orders and commands of the engineers, and maintaining cleanliness of machinery and engine room.

[Delfin] left the Philippines on 16 August 2000 and immediately embarked the vessel "Lady Hilde" on 17 August 2000. While on board, he felt gradual chest pains and pain [in] his upper abdominal region. On 26 [June] 2001, while performing his regular duties, he was hit by a metal board on his back. He, thereafter, requested medical attention and was given medications and advised to be given light duties for the rest of the week. Upon the vessel's arrival at a convenient port on 16 August 2001, his contract expired and [he] was signed off from the vessel. He xxx reported to xxx [respondents] as required. He also sought medical assistance but was not [extended] such.

On 13 November 2003, [Delfin] went to De Los Santos Medical Center for proper medical attention[.] [There,] he underwent X-Ray and MRI of the [Thoracic] Spine. Afterwards, he was not employed by xxx [respondents] because he was already incapacitated to engage in his customary work. He filed his claim for sickness allowance from the same manning agency but the same was not [granted].

His [condition] deteriorated[.] [Thereafter, he was] admitted at St. Luke's Medical Center, where he was diagnosed to be suffering from [malignant] peripheral nerve sheath tumor [MPNST]. He shouldered his medical expenses x x x.

On 4 December 2003, he filed a complaint before the NLRC to, claim payment for sickness allowance and disability compensation. x x x

[Respondents] filed [a] Motion to Dismiss on the ground of prescription, the claim having [been] filed beyond one year from the date of the termination of the contract. [Delfin] countered x x x that the applicable prescription period is 3 years, according to the POEA Standard Employment Contract. The parties, thereafter, submitted their position papers. [Delfin] claimed [for] medical reimbursement and sickness allowance, permanent disability compensation, and damages and attorney's fees.

[Delfin], on one hand, asseverated in his complaint that he is entitled to sickness allowance because of the incident when he was hit by a metal board on his back, which required medical attention. Furthermore, [Delfin] averred that he is entitled [to] sickness allowance because his inability to work and perform his usual occupation after he acquired the sickness while on board, lasted for more than 120 days. This is also the basis of his claim for permanent disability compensation. [Delfin] also claimed that attorney's fees should be paid for the expenses he incurred due to the filing of the suit and that moral damages may be paid as well for injuries such as mental anguish, besmirched reputation, wounded feelings, and social humiliation.

[Respondents], on the other hand, averred that the medical condition of [Delfin] was not acquired or suffered during the term of his employment, that said medical condition is not work-related, and[,] therefore, the said illness is not compensable under the POEA Standard Employment Contract. Furthermore, [respondents] asseverated that more than two years had elapsed from the time of the termination of [Delfin's] employment in August 2001 up to the time the claim was filed in November 2003, and thus the illness was not acquired during the period of employment. [Respondents] also argued that the company[-]designated physician neither issued any certification as regards the medical condition of [Delfin] nor conducted a post[-] employment medical examination, after he was discharged from the vessel in August 2001.

On 6 May 2005, Pelfin] passed away, x x x^[7]

Ruling of the Labor Arbiter (LA)

Ultimately, the LA rendered a Decision^[8] dated May 30, 2005 in favor of Delfin. The LA opined that Delfin contracted his illness during the period of his employment with respondents and that such illness is a compensable occupational disease. Hence, Delfin is entitled to his claims. The dispositive portion of the Decision reads:

WHEREFORE, judgment is hereby rendered ordering respondents, jointly and severally, to pay complainant DELFIN C. DELA CRUZ, SIXTY THOUSAND US DOLLARS (US\$60,000.00) representing total permanent disability compensation, sickness allowance of US\$2,140.00 or its equivalent in local currency at the time of actual payment plus ten percent (10%) of the total monetary award by way of attorney's fees.

All other claims are dismissed for lack of merit.

SO ORDERED.^[9]

Ruling of the National Labor Relations Commission

On appeal, the NLRC, in a Decision^[10] handed down on January 23, 2007, reversed the Decision of the LA. It found Delfin's claims to be barred by prescription for having been filed beyond the reglementary period of one year from the termination of the employment contract. The NLRC also found no evidence that would establish a causal connection between Delfin's ailment and his working conditions.

Petitioners moved for reconsideration but the same was denied in the NLRC's March 30, 2007 Resolution.^[11]

Ruling of the Court of Appeals

Aggrieved yet undeterred, petitioners filed a Petition for *Certiorari*^[12] with the CA.

In its June 18, 2010 Decision,^[13] the CA held that Delfin's Complaint was filed well within the reglementary period of three years from the date the cause of action arose, as provided for in Section 30 of the Philippine Overseas Employment Administration Standard Terms and Conditions Governing the Employment of Filipino Seafarers On-Board Ocean-Going Vessels (POEA SEC). Nonetheless, the CA sustained the NLRC's pronouncement that petitioners are not entitled to disability compensation as they failed to establish that Delfin's illness was work-related. According to the CA, Delfin's illness, which is known as Malignant Peripheral Nerve Sheath Tumor (MPNST), is a type of soft tissue sarcoma that develops in cells that form a protective sheath (covering) around peripheral nerves. Peripheral nerves are those that radiate from the brain and spinal cord and stimulate the muscles. However, aside from the June 26, 2001 incident where Delfin was hit by a metal board on his back, there was no other reported incident that would reasonably connect Delfin's ailment to his working condition. Petitioners could only offer their allegations that Delfin experienced chest pains without, however, presenting proofs in support thereof. The CA also found notable that it was only on November 13, 2003 or two years after the termination of his contract and repatriation when Delfin went to Delos Santos Medical Center for medical check-up and underwent chest x-ray and MRI of the thoracic spine. The findings of said hospital conformed to the diagnosis of St. Luke's Medical Center that Delfin has MPNST.

With regard to petitioners' claim for sickness allowance, the CA denied the same considering that Delfin's contract with respondents had long expired. It likewise denied petitioners' claim for attorney's fees, moral damages and exemplary damages as there is no proof that respondents committed bad faith in denying Delfin's claims.

The CA's assailed Decision bears the following dispositive portion:

WHEREFORE, the petition is DISMISSED. The Decision dated 23 January 2007 by the NLRC is AFFIRMED.

SO ORDERED.^[14]

Petitioners filed a Motion for Reconsideration.^[15] This was denied by the CA in its March 29, 2011 Resolution.^[16]

Thus, the present Petition for Review on *Certiorari*.

Issues

- I. Whether xxx [petitioners are] entitled to permanent disability benefits and sickness allowance;
- II. Whether xxx [petitioners are] entitled to attorney's fees and damages.^[17]

Our Ruling

The petition lacks merit.

A Petition filed under Rule 45 shall raise only questions of law. But when the findings of the labor tribunals and the CA are in conflict with each other, the Court may make its own examination of the evidence on record

The issues petitioners brought before this Court pertain to questions of fact since they basically seek to determine if the illness responsible for Delfrn's disability was acquired by him during the course of his employment as to entitle petitioners to permanent disability benefits, sickness allowance, attorney's fees and damages.

As a general rule, this Court does not review questions of facts in a petition filed under Rule 45 of the Rules of Court as only questions of law can be raised in such petition. However, this rule is not absolute and without exceptions. In case the factual findings of the tribunals or courts below are in conflict with each other, this Court may make its own examination and evaluation of the evidence on record.^[19] Here, the LA found that petitioners ought to be awarded permanent disability benefits, sickness allowance, attorney's fees and damages; the NLRC and the CA, on the other hand, ruled otherwise. Hence, the Court is constrained to examine the evidence on record.

The 1996 POEA SEC concerning permanent disability claims and sickness allowance applies to this case.

The Standard Terms and Conditions Governing the Employment of Filipino Seafarers On-Board Ocean-Going Vessels as contained in Department Order No. 04 and Memorandum Circular No. 09, both Series of 2000,^[20] initially took effect on June 25, 2000. This, at first blush, must be strictly and faithfully observed in this case. However, the POEA had likewise issued Memorandum Circular No. 11, series of 2000 (Memorandum Circular 11-00), concerning, among others, compensation and benefits for injury and illness, viz:

In view of the Temporary Restraining Order [TRO] issued by the Supreme Court in a Resolution dated 11 September 2000 on the implementation of certain amendments of the Revised Terms and Conditions Governing the Employment of Filipino Seafarers on board Ocean-Going Vessels as contained in DOLE Department Order No. 04 and POEA Memorandum Circular No. 09, both Series of 2000, please be advised of the following: