

THIRD DIVISION

[G.R. No. 166803, October 11, 2012]

**CREWLINK, INC. AND/OR GULF MARINE SERVICES,
PETITIONERS, VS. EDITHA TERINGTERING, FOR HER BEHALF
AND IN BEHALF OF MINOR EIMAEREACH ROSE DE GARCIA
TERINGTERING, RESPONDENTS.**

DECISION

PERALTA, J.:

This is a Petition for Review on *Certiorari* under Rule 45 of the Rules of Court seeking the reversal of the Decision^[1] dated July 8, 2004 and Resolution^[2] dated January 17, 2005 of the Court of Appeals (CA) in CA-G.R. SP No. 79966, setting aside the Resolutions dated February 20, 2003^[3] and July 31, 2003^[4] of the National Labor Relations Commission (NLRC), which affirmed *in toto* the Decision^[5] dated February 12, 2002 of the Labor Arbiter.

The facts, as culled from the records, are as follows:

Respondent Editha Teringtering (Teringtering), spouse of deceased Jacinto Teringtering (Jacinto), and in behalf of her minor child, filed a complaint against petitioner Crewlink, Inc. (Crewlink), and its foreign principal Gulf Marine Services for the payment of death benefits, benefit for minor child, burial assistance, damages and attorney's fees.

Respondent alleged that her husband Jacinto entered into an overseas employment contract with Crewlink, Inc. for and in behalf of its foreign principal Gulf Marine Services, the details of which are as follows:

Duration of Contract	:	12 months
Position	:	Oiler
Basic Monthly Salary	:	US \$385.00
Hours of Work	:	48 hrs/wk
Overtime	:	US \$115.50
Vacation Leave with pay	:	1 mo. leave after 12 months
Point of Hire	:	Manila, Philippines

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Teringtering claimed that before her husband was employed, he was subjected to a pre-employment medical examination wherein he was pronounced as "fit to work." Thus, her husband joined his vessel of assignment and performed his duties as Oiler.

On or about April 18, 2001, a death certificate was issued by the Ministry of Health of the United Arab Emirates wherein it was stated that Jacinto died on April 9, 2001 due to asphyxia of drowning. Later on, an embalming and sealing certificate was issued after which the remains of Jacinto was brought back to the Philippines.

After learning of the death of Jacinto, respondent claimed from petitioners the payment of death compensation in the amount of US\$50,000.00 and burial expenses in the amount of US\$1,000.00, as well as additional death compensation in the amount of US\$7,000.00, for the minor Eimaereach Rose de Gracia Teringtering but was refused without any valid cause. Hence, a complaint was filed against the petitioners.

Respondent claimed that in order for her husband's death to be compensable it is enough that he died during the term of his contract and while still on board. Respondent asserted that Jacinto was suffering from a psychotic disorder, or Mood Disorder Bipolar Type, which resulted to his jumping into the sea and his eventual death. Respondent further asserted that her husband's death was not deliberate and not of his own will, but was a result of a mental disorder, thus, compensable.

For its part, petitioner Crewlink alleged that sometime on April 9, 2001, around 8:20 p.m. while at Nasr Oilfield, the late Jacinto Teringtering suddenly jumped into the sea, but the second engineer was able to recover him. Because of said incident, one personnel was directed to watch Jacinto. However, around 10:30 p.m., while the boat dropped anchor south of Nasr Oilfield and went on standby, Jacinto jumped off the boat again. Around 11:00 p.m., the A/B watchman reported that Jacinto was recovered but despite efforts to revive him, he was already dead from drowning.

Petitioner asserted that Teringtering was not entitled to the benefits being claimed, because Jacinto committed suicide. Despite the non-entitlement, however, Teringtering was even given burial assistance in the amount of P35,800.00 and P13,273.00 on May 21, 2001. She likewise received the amount of US\$792.51 representing donations from the GMS staff and crew. Petitioner likewise argued that Teringtering is not entitled to moral and exemplary damages, because petitioner had nothing to do with her late husband's untimely demise as the same was due to his own doing.

As part of the record, respondent submitted Ship Captain Oscar C. Morado's report on the incident, which we quote:

At around 2000 hrs. M/V Raja 3404 still underway to Nasr Complex w/ 1 passenger. 2018 hrs. A/side Nasr Complex boatlanding to drop 1 passenger At 2020 hrs. Mr. Jacinto Tering Tering suddenly jump to the sea, while the boat cast off from Nasr Complex boatlanding. And the second Engr. Mr. Sudarto jump and recover Mr. Jacinto Tering Tering the oiler.

2040 hrs. Dropped anchor south of Nasr oilfield and standby. And that time informed to GMS personnel about the accident, And we informed to A/B on duty to watch Mr. Jacinto Tering Tering. 2230 hrs. The A/B watch man informed that Mr. Jacinto Tering Tering jump again to the sea. And that time the wind NW 10-14 kts. and strong current. And the second

Engr. jump to the sea with life ring to recover Mr. Jacinto Tering Tering. 2300 hrs. We recovered Mr. Jacinto Tering Tering onboard the vessel and apply Respiration Kiss of life Mouth to Mouth, And proceed to Nasr Complex to take doctor.

2320 hrs. A/side Nasr Complex boatlanding and the doctor on-board to check the patient. 2330 hrs. As per Nasr Complex Doctor the patient was already dead. Then informed to GMS personnel about the accident.

I Captain Oscar C. Morado certify this report true and correct with the best of my knowledge and reserve the right, modify, ratify and/or enlarge this statement at any time and place, According to the law.^[6]

In a Decision dated February 12, 2002, the Labor Arbiter, after hearing, dismissed the case for lack of merit. The Labor Arbiter held that, while it is true that Jacinto Teringtering died during the effectivity of his contract of employment and that he died of asphyxiation, nevertheless, his death was the result of his deliberate or intentional jumping into the sea. Thus, his death was directly attributable to him.

Teringtering then appealed before the NLRC which affirmed in toto the ruling of the Labor Arbiter.

Unsatisfied, Teringtering filed a petition for *certiorari* under Rule 65 before the Court of Appeals and sought the nullification of the NLRC Resolution, dated February 20, 2003, which affirmed the Labor Arbiter's Decision dated February 12, 2002.

On July 8, 2004, the CA reversed and set aside the assailed Resolution of the NLRC, the dispositive portion of which reads:

WHEREFORE, premises considered, the Resolution dated February 20, 2003 is hereby REVERSED and SET ASIDE. Respondents Crewlink, Inc. and Gulf Marine Services are hereby DECLARED jointly and severally liable and, accordingly, are directed to pay deceased Jacinto Teringtering's beneficiaries, namely respondent Editha Teringtering and her daughter Eimaereach Rose de Gracia, the Philippine Currency equivalent to US\$50,000.00, and an additional amount of US\$7,000, both at the exchange rate prevailing at the time of payment.

SO ORDERED.^[7]

Thus, before this Court, Crewlink, Inc. and/or Gulf Marine Services, as petitioner, raised the following issues:

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WHETHER A SPECIAL CIVIL ACTION OF *CERTIORARI* INCLUDES CORRECTION OF THE NLRC'S EVALUATION OF THE EVIDENCE AND FACTUAL FINDINGS BASED THEREON OR CORRECTION OF ERRORS OF