

SECOND DIVISION

[G.R. NO. 152636, August 08, 2007]

**CRISLYNDON T. SADAGNOT, PETITIONER, VS. REINIER PACIFIC
INTERNATIONAL SHIPPING, INC. AND NEPTUNE
SHIPMANAGEMENT SERVICES, PTE., LTD. OF SINGAPORE,
RESPONDENTS.**

DECISION

CARPIO, J.:

The Case

Before the Court is a petition for review^[1] assailing the 15 March 2002 Decision^[2] of the Court of Appeals in CA-G.R. SP No. 52310. The Court of Appeals affirmed the 14 September 1998 Decision and 10 February 1999 Resolution of the National Labor Relations Commission (NLRC).

The Antecedent Facts

Reinier Pacific International Shipping, Inc. and its foreign principal Neptune Shipmanagement Services Pte., Ltd. of Singapore (respondents) hired Crislyndon T. Sadagnot (petitioner) as Third Officer of the vessel MV Baotrans. Petitioner's contract was for ten months with basic monthly salary of US\$650. Petitioner boarded MV Baotrans on 19 August 1995.

Petitioner alleged that while on board MV Baotrans, the vessel's Master ordered him to perform hatch stripping, a deck work. Petitioner refused the order on the ground that it was not related to his duties as Third Officer. Petitioner alleged that when the order was issued, he was on watch standing duty and was doing nautical publications as required by standard maritime practice. Petitioner alleged that because of his refusal to obey the order, the Master made several negative reports against him. On 2 March 1996, respondents repatriated petitioner to the Philippines.

Upon his arrival, petitioner executed a release document in favor of respondents stating that he had received all the amounts due him and he has no cause of action against respondents. On 9 May 1996, petitioner filed an action for illegal dismissal, non-payment of allotment, termination pay, damages, and attorney's fees against respondents. Petitioner alleged that he was prematurely repatriated without being given the opportunity to avail of the company's grievance procedure.

Respondents alleged that petitioner was repatriated because of his willful disregard of and failure to obey the Master's lawful orders. Respondents alleged that petitioner's refusal to obey the order constituted insubordination and was a direct affront to the authority of the Master.

The Rulings of the Labor Arbiter and the NLRC

In a Decision^[3] dated 28 April 1998, the Labor Arbiter ruled in favor of petitioner, thus:

WHEREFORE, premises considered, respondents, REINIER PACIFIC INTERNATIONAL SHIPPING, INC., Neptune Shipmanagement Services Pte., Ltd./Singapore, are jointly and solidarily liable to pay complainant, CRISLYNDON T. SADAGNOT, the following:

- a) US\$1,950.00 in its peso equivalent at the time of payment, representing three (3) months of unexpired term (US\$650 x 3) in accordance with Sec. 10 of RA 8042.
- b) P5,000.00 by way of penalty for non-observance of due process, and
- c) 10% attorney's fees on top of the total award.

SO ORDERED.^[4]

Respondents filed an appeal before the NLRC.

On 14 September 1998, the NLRC set aside the Labor Arbiter's Decision. The dispositive portion of the NLRC Decision^[5] reads:

WHEREFORE, the decision appealed from is SET ASIDE. Respondents Reinier Pacific International Shipping, Inc. and Neptune Shipmanagement Services Pte., Singapore are hereby ordered to jointly and severally liable to pay (sic) complainant Crislyndon T. Sadagnat (sic) the sum of TEN THOUSAND PESOS (P10,000.00) as indemnity for non-observance of due process in effecting his dismissal for cause.

SO ORDERED.^[6]

Petitioner filed a motion for reconsideration. In its 10 February 1999 Resolution,^[7] the NLRC denied petitioner's motion.

Petitioner filed a petition for certiorari with the Court of Appeals.

The Ruling of the Court of Appeals

In its 15 March 2002 Decision, the Court of Appeals affirmed the NLRC Decision. The Court of Appeals ruled that petitioner's act of not following the Master's order is a serious misconduct or willful disobedience under Article 282 of the Labor Code. The Court of Appeals noted that petitioner's repatriation was based on a report in the logbook duly signed by the Master and the Chief Officer.

The dispositive portion of the Decision of the Court of Appeals reads:

WHEREFORE, premises considered, the instant petition is DENIED DUE COURSE and accordingly DISMISSED for lack of merit. The assailed

decision dated September 14, 1998 and the Resolution dated February 10, 1999 of the National Labor Relations Commission in NLRC NCR OCW CN 00-05-1856-96 (CA NO. 015582-98) are hereby AFFIRMED in toto.

SO ORDERED.^[8]

Petitioner filed a petition for review before this Court.

The Issues

Petitioner raises the following issues before the Court:

1. Whether the Court of Appeals erred in adopting the logbook entry as evidence of petitioner's misconduct;
2. Whether petitioner was validly dismissed from employment; and
3. Whether there is legal basis for the award of P10,000 indemnity to petitioner.

The Ruling of this Court

The petition is partly meritorious.

Petitioner alleges that the Court of Appeals erred in adopting the Master's logbook entry as evidence of his supposed misconduct. Petitioner also alleges that the Court of Appeals erred in interpreting his actions as serious misconduct or willful disobedience under Article 282 of the Labor Code. Petitioner further alleges that the indemnity awarded to him for respondents' non-observance of due process has no legal basis and is not commensurate to the damage caused by respondents.

On Petitioner's Signature on Verification of the Petition

Respondents allege that petitioner's signature on the verification of the petition is "a poor facsimile of the signature of petitioner, as appearing in the records of Reinier Pacific."^[9] Respondents submitted to the Court an undated contract signed by petitioner. Hence, respondents allege that the petition should be dismissed outright unless petitioner could prove that he really signed the verification.

Even if we assume that the undated contract submitted by respondents was the contract signed by petitioner in August 1995, respondents' allegation must fail. The petition was filed on 6 May 2002. There was a lapse of almost seven years between the signing of the two documents. There is no sufficient proof that petitioner's signature on the verification was forged just because it was not exactly the same as petitioner's signature on the contract. Hence, the Court finds no reason to dismiss the petition on this ground.

Evidentiary Value of the Entry in the Logbook

On 10 February 1996, the Master entered the following in the vessel's logbook:

Mr. Crislyndon T. Sadagn[o]t, Third Officer[,], was instructed by the Master to hand over watch to Master and go on deck to assist Chief

Officer in trying out hatch stripping actions as vessel received instructions from NOL-CD to keep every equipment ready for next voyage in tanker mode. Against the Master['s] instructions he argued that he had lots of corrections to do in the list of lights and sailing directions. He was told to give priority to deck work in order to prepare the vessel for tanker mode prior to loading at Richards bay on 22 February 1996 x x x.^[10]

Petitioner alleges that the Court of Appeals erred in giving credence to the logbook entry instead of the Joint Statement^[11] by his crew mates attesting, among other things, to the fact that there were 12 deck crews on deck at the time who would be able to handle the hatch stripping if they were ordered to do so.

The ship's logbook is the official record of a ship's voyage which its captain is obligated by law to keep.^[12] It is where the captain records the decisions he has adopted, a summary of the performance of the vessel, and other daily events.^[13] The entries made in the ship's logbook by a person performing a duty required by law are *prima facie* evidence of the facts stated in the logbook.^[14]

Petitioner failed to prove that the entry was fabricated by the Master. While petitioner claimed that the Master entered untruthful reports in the logbook, he also admitted that he did not obey the Master's order and "even suggested that it would be better if the hatch stripping shall be performed, as it should, by an able-bodied seaman."^[15] Hence, we sustain the Court of Appeals in giving weight to the logbook entry.

Willful Disobedience as Ground for Dismissal from the Service

Petitioner alleges that his act does not constitute serious misconduct or willful disobedience that warrants his dismissal. Petitioner alleges that the Master wanted him to perform work that was not related to his contracted services as a Third Officer. He alleges that hatch stripping is the duty of an able seaman, and at the time that the Master ordered him to perform hatch stripping, there were able-bodied seamen on the deck who could do the job. Petitioner emphasizes that he was on watch duty when the Master commanded him to a job that was not included in his duties as a Third Officer.

Petitioner's duties as a Third Officer are as follows:

2.2.4 INSTRUCTIONS TO THE THIRD OFFICER (3/0).

The Third Officer reports to the Master on navigational matters and the Chief Officer on cargo, maintenance and operational matters.

2.2.4.1 The Third Officer shall be directly responsible to the Chief Officer who will assign him to duties both at sea and in port.

2.2.4.2 His duties and responsibilities will include the efficient maintenance and upkeep of:

- a) All Life Saving appliances (LSA) and lifeboats.
- b) Fire Fighting Appliances (FFA).