

THIRD DIVISION

[G.R. NO. 143313, June 21, 2005]

PANDIMAN PHILIPPINES, INC., PETITIONER, VS. MARINE MANNING MANAGEMENT CORPORATION AND ROSITA D.R. SINGHID, RESPONDENTS.

D E C I S I O N

GARCIA, J.:

Before the Court is this petition for review on certiorari under Rule 45 of the Rules of Court to nullify and set aside the following issuances of the Court of Appeals in **CA-G.R. SP No. 53648**, to wit:

- 1) **Decision^[1] dated February 17, 2000**, affirming the decision of the National Labor Relations Commission in *NLRC CN-OFW (M) 98-07-0815 CA No. 017712-99*, which set aside an earlier decision of the Labor Arbiter in a claim for death benefits thereat commenced by respondent Rosita Singhid against respondent Marine Manning Management Corporation and the herein petitioner, among others; and
- 2) **Resolution^[2] dated May 16, 2000**, denying petitioner's motion for reconsideration.

As summarized by the Court of Appeals, the case unfolded as follows:

Respondent **Rosita Singhid's** deceased husband Benito Singhid (*Benito*) was hired by Fullwin Maritime Limited (*Fullwin*), through its local agent, respondent Marine **Manning and Management Corporation (MMMC)**, as chief cook on board the vessel *MV Sun Richie Five* for a term of twelve (12) months.

The vessel and its crew were insured with Ocean Marine Mutual Insurance Association Limited (OMMIAL), a Protection and Indemnity Club (P&I Club) of which the Sun Richie Five Bulkers S.A., owner of the vessel *Sun Richie Five*, is a member. OMMIAL transacted business in the Philippines through its local correspondent, herein petitioner **Pandiman Philippines, Inc. (PPI)**.

While the vessel was on its way to Shanghai, China from Ho Chih Minh City, Vietnam Benito suffered a heart attack, and subsequently died on June 24, 1997. His remains were flown back to the Philippines.

After Benito's remains were interred, his widow Rosita filed a claim for death benefits with MMMC, which, however, referred her to herein petitioner PPI. Upon Rosita's submission of all the required documents, petitioner approved the claim and recommended payment thereof in the amount of US\$79,000.00. But, despite said recommendation, Rosita's death claims remained unpaid.

Hence, Rosita filed with the **Labor Arbiter** a complaint for recovery of death benefits, moral and exemplary damages and attorney's fees. Named respondents in the complaint are MMMC, Fullwin, petitioner **PPI** and OMMIAL.

In a decision dated 16 November 1998,^[3] the Labor Arbiter dismissed the complaint insofar as petitioner is concerned. More specifically, the decision dispositively reads:

WHEREFORE, premises considered, judgment is hereby rendered ordering the respondents jointly and severally to pay complainant's claims as hereunder stated:

1. US\$50,000.00 representing death benefits resulting from the death of her late husband Benito Singhid;
2. US\$28,000.00 representing additional benefits for her four (4) children who are below twenty one (21) years old;
3. US\$1,000.00 for burial expenses of the late Benito Singhid;
4. 10% of the recoverable award in this case for reasonable attorney's fees;
5. The claim for moral and exemplary damages is hereby dismissed for lack of merit.

The claim against respondent Pandiman Philippines, Inc. should be as it is hereby dismissed for lack of merit (Emphasis ours).

SO ORDERED.

On MMMC's appeal to the National Labor Relations Commission (NLRC), the latter, in its decision of 8 April 1999,^[4] set aside that of the Labor Arbiter, absolved respondent MMMC from any liability and instead held petitioner and OMMIAL liable for Rosita's claim, thus:

WHEREFORE, the appealed decision dated November 15, 1998 is hereby **SET ASIDE**. A new one is hereby entered absolving Marine Manning and Management Corporation from any liability in this case; respondents Pandiman Philippines Inc. and Ocean Marine Mutual Insurance Association Ltd. are in its stead, hereby directed to pay jointly and severally the complainant and her four (4) minor children US\$78,000.00 representing the death benefits due them for the death of complainant's husband Benito Singhid on June 24, 1997.

SO ORDERED.

Therefrom, petitioner went to the Court of Appeals on a petition for certiorari, thereat docketed as **CA-G.R. SP No. 53648**.

In the herein assailed **decision dated 17 February 2000**,^[5] the appellate court

dismissed the petition “for lack of merit” and accordingly affirmed the challenged decision of the NLRC, to wit:

WHEREFORE, the instant petition is **DISMISSED** for lack of merit and the decision of the National Labor Relations Commission is **AFFIRMED**.

SO ORDERED.

With its motion for reconsideration having been denied by the same court in its **resolution of May 16, 2000**,^[6] petitioner PPI is now with us on the following assigned errors:

FIRSTLY, a mere agent of an insurance company cannot be held liable for the face value of any coverage or policy its principal may have issued;

SECOND, the findings of fact of the NLRC are clearly gratuitous and even outright erroneous, such that the same should be corrected;

THIRD, the decision of the NLRC which the Court of Appeals refused to traverse and reverse deprived the petitioner of due process; and

FINALLY, it was error to have excluded MMMC and its foreign principal from liability, considering that their participation and liability is clear cut under the facts and applicable law and jurisprudence.

We initially note that in the decision subject hereof, the Court of Appeals refused to traverse and reverse the factual conclusions commonly arrived at by both the Labor Arbiter and the NLRC in this wise:

It must be noted that both the Labor Arbiter and the National Labor Relations Commission in their decision concluded that vessel MV Sun Richie Five and its crew were insured with Ocean Marine Mutual Insurance Association Limited^[7], whose local agent is Pandiman, Philippines, Inc. In this respect, it is worth mentioning that the Supreme Court has consistently held that findings of fact of administrative agencies and quasi judicial bodies which have acquired expertise because their jurisdiction is confined to specific matters are generally accorded not only respect but even finality and are binding upon this Court unless there is grave abuse of discretion or where it is clearly shown that they were arrived at arbitrarily or in disregard of the evidence on record.^[8] Petitioner in the case at bench failed to convince us that we should depart from this time-honored rule, thus, the National Labor Relations Commission’s findings stand.

In petitions for review on certiorari like the instant case, the Court invariably sustains the unanimous factual findings of the Labor Arbiter, the NLRC and the Court of Appeals, specially when such findings are supported by substantial evidence and there is no cogent basis to reverse the same, as in this case.

The very recent case of *Gallera De Guison Hermanos, Inc. vs. Cruz*^[9] reiterates the Court’s consistent ruling on the matter: