

# SPECIAL SIXTEENTH DIVISION

[ CA-G.R. SP No. 131147, March 24, 2015 ]

**JOEL P. RODEROS, PETITIONER, VS. NATIONAL LABOR  
RELATIONS COMMISSION (2<sup>ND</sup> DIVISION) MARLOW  
NAVIGATION PHILIPPINES INCORPORATED AND/OR MARLOW  
NAVIGATION COMPANY LTD., CYPRUS AND/OR MS. LIGAYA  
DELA CRUZ, RESPONDENTS.**

## DECISION

### BUESER, J.:

For Our resolution is a Petition for Certiorari<sup>[1]</sup> of seafarer Joel P. Roderos, assailing the Resolution<sup>[2]</sup> dated March 27, 2013 issued by the National Labor Relations Commission, which affirmed the Decision<sup>[3]</sup> dated November 29, 2012 of the Labor Arbiter. The Labor Arbiter's Decision denied Joel's claim for total and permanent disability.

### THE ANTECEDENTS

Extracted from the records, the antecedents are:

On May 27, 2011, Joel was hired by respondent Marlow Navigation Philippines, Inc. (Marlow Navigation, for brevity), for and in behalf of its foreign principal Marlow Navigation Co., Ltd., as a wiper on board M/V Beluga Mobilisation under the following terms and conditions:

Duration of Contract	-	10 months
Position	-	Wiper
Basic Monthly Salary	-	USD450.00/mo.
Hours of Work	-	44 HRS/Wk
Point of Hire	-	Manila <sup>[4]</sup>

Joel underwent a pre-employment medical examination. In said medical examination he made representations and declarations that he did not suffer any muscular weakness, tingling sensation, swelling of the feet, back injury, joint pain, arthritis, rheumatism. He further declared that he was not signed off from any vessel; that he was never hospitalized; and that he was not medically repatriated. On account of such representations and declarations, Joel was declared to work by the Company doctor.<sup>[5]</sup>

Upon arrival at Colombo, Sri Lanka, Joel boarded the vessel M/V Lina and performed the duties demanded by the position as Wiper.<sup>[6]</sup> However, on November 3, 2011, he started to complain of pain in his legs accompanied by swellings. It was so painful that on that morning he could even stand up from his bed. He informed the

Captain of the vessel of his condition. The Captain immediately arranged for his medical consultation with a doctor in Russia. Upon seeing his condition, the physician gave him a pain reliever for the meantime and at the same time recommended his medical repatriation.<sup>[7]</sup>

Due to his medical condition, Joel did not report for work anymore until the vessel reached the port of Busan, South Korea, where he was repatriated.<sup>[8]</sup>

Upon his arrival in the Philippines on November 7, 2011, he reported at the office of Marlow Navigation. He was referred to the Company Physician Dr. Carlo Sampaico of the University Physicians Medical Center, who observed and treated him as an out-patient.<sup>[9]</sup> He was diagnosed to be suffering from rheumatoid arthritis and meniscal tear.<sup>[10]</sup>

On February 13, 2012, Joel underwent surgical operation of his right knee. After his operation, he was given set of medicines for his medication.<sup>[11]</sup>

Feeling aggrieved, he filed a case before the Labor Arbiter. In his Complaint, he claimed that his disability is total and permanent. He added that his condition is compensable since it was work-related and work-aggravated. He believed that he was entitled to full disability benefits because his illness lasted for more than 120 days.<sup>[12]</sup>

On the other hand, Marlow Navigation alleged that Joel was not entitled to disability benefits since he is guilty of misrepresenting his true medical condition. It was further argued that Roderos was not entitled to disability benefits on the ground that his present condition was a pre-existing illness and that the same was not work-related as opined by the Company doctor.<sup>[13]</sup>

### ***LABOR ARBITER'S DECISION***

After consideration on the merits, the Labor Arbiter dismissed Joel's Complaint for lack of merit.<sup>[14]</sup>

In its Decision, the Labor Arbiter justified its ruling to divest Joel of his right to claim for compensation and other benefits for reasons that he misrepresented his actual medical condition during his pre-employment medical examination. Pursuant to POEA Standard Contract Governing the Employment of Seafarers on Board Ocean-Going Vessels, such misrepresentation disqualifies him from any compensation and benefits. The Labor Arbiter likewise opined that Joel's illness is not work-related inasmuch as, other than the fact that it is not included in the list of occupational diseases under the POEA Standard Employment Contract, he failed to prove that such illness is work-related.<sup>[15]</sup>

### ***NLRC'S RULING***

On June 21, 2013, Joel appealed the dismissal of his Complaint to the National Labor Relations Commission.

On March 27, 2013, the NLRC rendered its Decision affirming in toto the ruling of

the Labor Arbiter.<sup>[16]</sup>

In affirming the Labor Arbiter's Decision, the NLRC totally agreed with the former that Joel's illness was not compensable because it was not work-related inasmuch as it was not included in the list of occupational diseases under the POEA Standard Employment Contract. Besides, Joel failed to prove with substantial evidence that his illness was work-related. Further, the NLRC likewise observed that he misrepresented his true medical condition at the pre-employment medical examination as Joel, confirmed by medical records, was declared totally unfit to work in his previous employment with Anglo Eastern Crew Management Phils, Inc. As a matter of fact, he was awarded full disability benefits to the tune of \$88,000.00 due to Internal Derangement of the Knee.<sup>[17]</sup>

Joel's Motion for Reconsideration was likewise denied.<sup>[18]</sup>

### **THE ISSUES**

Hence, this Petition, on account of a twin issues, to wit:

- A. WHETHER OR NOT THE HONORABLE PUBLIC RESPONDENT COMMITTED SERIOUS ERRORS AND WITH GRAVE ABUSE OF DISCRETION IN FINDING THAT THE PETITIONER IS NOT ENTITLED TO RECOVER TOTAL AND PERMANENT DISABILITY BENEFITS AS HIS AILMENT WAS NOT CONTRACTED ON BOARD THE VESSEL AND HE CONTENDED THAT THE INJURY WAS PRE-EXISTING DESPITE PETITIONER'S FULL DISCLOSURE.
- B. WHETHER OR NOT THE PETITIONER IS ENTITLED TO MORAL AND EXEMPLARY DAMAGES AND ATTORNEY'S FEES.<sup>[19]</sup>

### **OUR RULING**

Petitioner Joel argues that he is entitled to total and permanent disability benefits as his ailment was contracted while employed on board the vessel.

We do not agree.

That his ailment on his knee is one which Joel contracted while on board the vessel operated by respondent cannot be sustained. The evidence shows that his knee ailment was pre-existing. Apparently, it was contracted during his previous employment on board another vessel of another company. As a matter of fact, the records show that he previously filed a claim for disability benefits due to internal derangement of his knee against his previous employer Anglo Eastern Crew Management Phils., Inc. and was awarded US\$88,000.00 as payment for full disability benefits. It is, thus, clear that petitioner's knee ailment was contracted prior to his employment on board the vessel operated by respondent. Hence, it was, in short, a pre-existing condition or illness.

Besides, Joel's non-disclosure of his medical condition at the time he underwent Pre-employment Medical Examination (PEME) disqualifies him from receiving any compensation or benefits for his illness. In other words, for failure to disclose during his PEME that he was suffering from a pre-existing knee ailment, he is precluded