

THIRTEENTH DIVISION

[CA-G.R. SP No. 120531, February 28, 2014]

PHILIPPINE TRANSMARINE CARRIERS INC., UGLAND MARINE MANAGEMENT A.S., CARLOS SALINAS/ISABELITA SALINAS AND/OR CARLA SALINAS, PETITIONERS, VS. NATIONAL LABOR RELATIONS COMMISSION (SECOND DIVISION) AND/OR RIZALDE A. ROSAL, RESPONDENTS.

D E C I S I O N

YBAÑEZ, J.:

This is a Petition for Certiorari with Prayer for the Issuance of a Writ of Preliminary Injunction and/or Temporary Restraining Order^[1] seeking to reverse and set aside the Resolution^[2] dated 14 April 2011 and the Resolution^[3] dated 16 June 2011 of the National Labor Relations Commission-Second Division (NLRC). The 14 April 2011 Resolution affirmed the Decision^[4] dated 09 September 2010 of the Labor Arbiter, while the 16 June 2011 Resolution denied the petitioners' Motion for Reconsideration.

ANTECEDENTS

Private respondent Rizalde Rosal (Rosal) was employed by petitioner Philippine Transmarine Carriers, Inc., for and in behalf of its principal, petitioner Ugland Marine Management A.S., on board vessel "MV Jorita", under POEA-approved contract.^[5] Rosal left the Philippines on 19 December 2008 and boarded the vessel the next day.^[6]

On March 2009, Rosal suffered a darkening of the vision of his left eye. He notified the Chief Officer and requested that he be referred to a medical examination since the vessel was nearing China. Such examination was not made available. Instead, an eye ointment was applied on his eyes. When the vessel was in the U.S. Port of New Orleans, he again requested for an eye examination, but was not allowed because there was still no go-signal from the ship's agents.^[7]

In July 2009, while the vessel was in Kenya, the private respondent was brought to a clinic. He was diagnosed to be suffering from Central Retinal Vein Occlusion (CRVO).^[8] He then returned to the Philippines.^[9]

Private respondent Rosal consulted Drs. Jose Mario Pelea and Benjamin Abela.^[10] He was diagnosed to be suffering from "Central Retinal Vein Occlusion (Ischemic Type) OS" and underwent "Pan Retinal Photocoagulation, OS/LA."^[11]

Despite medical treatment, the private respondent still found his left eye dominated by findings of CRVO with laser marks. He consulted another doctor who declared the private respondent "not fit for work."^[12] He was then referred to Dr. Alvina Pauline

Santiago. Said doctor certified that since his work is that of a fitter, welder, and machinist that require depth perception, the poor vision in his left eye does not permit him to resume his regular functions.^[13]

The private respondent claimed disability benefits from the petitioners, but the latter refused to pay.^[14]

Subsequently, the private respondent filed a complaint against the petitioners.

The parties failed to reach a settlement during the mandatory conferences. After the submission of Position Papers and Replies, the Labor Arbiter decided in favor of the private respondent. The petitioners were ordered to pay the private respondent the sum of US\$ 90,000.00 or its Peso equivalent, as disability benefits, plus ten percent (10%) attorney's fees.^[15]

Undaunted, the petitioners appealed to the National Labor Relations Commission (NLRC). In its Resolution dated 14 April 2011, the NLRC affirmed the findings of the Labor Arbiter.^[16]

The petitioners then moved for reconsideration, but their motion was denied by the NLRC in its 16 June 2011 Resolution.^[17]

ISSUES

Hence, the instant petition where petitioners raised the following grounds^[18]:

"PUBLIC RESPONDENT ERRED IN AWARDING FULL DISABILITY COMPENSATION DESPITE THE FOLLOWING:

PRIVATE RESPONDENT SIGNED-OFF FROM THE VESSEL VOLUNTARILY AND DID NOT COMPLY WITH THE MANDATORY REQUIREMENT FOR POST-EMPLOYMENT MEDICAL EXAMINATION BY THE COMPANY DESIGNATED DOCTOR.

PRIVATE RESPONDENT'S UNDERLYING ILLNESS IS *DIABETES MELLITUS* WHICH IS NOT WORK-RELATED. CRVO IS A COMPLICATION OF DIABETES MELLITUS.

NONE OF PRIVATE RESPONDENT'S PRIVATE/PERSONAL DOCTOR HAS ASSESSED PRIVATE RESPONDENT WITH A DISABILITY."

OUR RULING

Petitioners averred that the private respondent was not medically repatriated, but was signed off because he voluntarily requested for it. The private respondent did not undergo any post-employment medical examination by the company designated doctor because he did not demand any medical attention from petitioners.^[19]

According to the petitioners, even assuming for the sake of argument that private respondent is indeed disabled, under the terms and conditions of the POEA Contract, his illness of diabetes mellitus is not work-related and therefore, not compensable.^[20]

Petitioners posited that awards of compensation cannot rest on mere surmises or presumptions.^[21] They argued that Dr. Supan, who specializes in pre-employment examination, did not find private respondent to be suffering from any disability.^[22]

On the other hand, the private respondent asseverated that the instant petition should be dismissed on the ground that the case has already been settled by the parties before the Labor Arbiter.^[23]

He further stated that he is not claiming disability compensation due to diabetes but because of the loss of vision of his left eye. His loss of vision occurred during the term of his contract and while he was working on board the subject vessel.^[24]

Citing the case of *Philimare, Inc., et. al. vs. Benedicto F. Suganob*, G.R. No. 168753, July 9, 2008, he argued that even if an illness is not listed as an occupational disease, it can be considered as work-related.^[25] He also stated that he is entitled to disability benefits based on the provision in the POEA Standard Employment Contract that illnesses not listed in Section 32 thereof are disputably presumed as work-related.^[26]

The private respondent claimed that he is presumed fit at the time he entered into a contract with the petitioners by virtue of the pre-employment medical examination.^[27]

In addition, the private respondent asserted that he has a plethora of evidence available, including the SSS Medical Report, to prove his claim of full disability benefits.^[28]

Is Central Retinal Vein Occlusion an illness which is compensable? If so, is the private respondent entitled to total disability benefits?

An employee is entitled to compensation benefits if the sickness is a result of an occupational disease under the applicable standard contract for Filipino seafarers; or in case of any other illness, if it is caused by employment, subject to proof that the risk of contracting the same is increased by the working conditions. This is as it should be because for an illness to be compensable, it must be (1) directly caused by such employment; (2) aggravated by the employment; or (3) the result of the nature of such employment. Jurisprudence provides that to establish compensability of a non-occupational disease, reasonable proof of work-connection and not direct causal relation is required. It is enough that the hypothesis on which the workmen's claim is based is probable. Probability, not the ultimate degree of certainty, is the test of proof in compensation proceedings.^[29] It is not necessary that the nature of the employment be the sole and only reason for the illness suffered by the seafarer. It is sufficient that there is a reasonable linkage between the disease suffered by the