P10

Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

JULIO C. ESPERE, Petitioner, *- versus -* **NFD INTERNATIONAL MANNING AGENTS, INC./TARGET SHIP MANAGEMENT PTE LTD./CYNTHIA SANCHEZ,** Respondents.	**G.R. No. 212098** **Present:** CARPIO, *J.*, *Chairperson*, PERALTA, MENDOZA, LEONEN, and MARTIRES, *JJ.* **Promulgated:** 26 JUL 2017

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D E C I S I O N

PERALTA, *J.*:

Before the Court is a petition for review on *certiorari* under Rule 45 of the Rules of Court assailing the Decision[1] and Resolution[2] of the Court of Appeals (*CA*), dated November 13, 2013 and April 3, 2014, respectively, in CA-G.R. SP No. 130210. The questioned CA Decision annulled and set aside the February 28, 2013 Decision and March 27, 2013 Resolution of the National Labor Relations Commission (*NLRC*) which reversed the November 5, 2012 Decision of the Labor Arbiter (*LA*). The Decision of the LA, in turn, dismissed herein petitioner's complaint for recovery of permanent total disability compensation as well as attorney's fees and damages.

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[1] Penned by Associate Justice Marlene B. Gonzales-Sison, with the concurrence of Associate Justices Amy C. Lazaro-Javier and Edwin D. Sorongon, Annex "A" to Petition; *rollo*, pp. 45-57.

[2] Annex "B" to Petition, *id.* at 58-60,.

The pertinent factual and procedural antecedents of the case are as follow:

On June 21, 2011, petitioner Julio C. Espere was hired as a Bosun by respondent NFD International Manning Agents, Inc. (*NFD*) for and in behalf of its foreign principal Target Ship Management Pte Ltd. on board the vessel *M.V. Kalpana Prem*, for a period of nine (9) months, with a basic monthly salary of US$730.00.[3] Prior to his employment and embarkation, petitioner underwent a Pre-Employment Medical Examination where he was pronounced "Fit For Sea Duty."[4]

Around five (5) months into his deployment, petitioner complained that he was feeling dizzy, had body malaise and chills. He was then referred to a clinic in Vancouver, Canada, where the physician who examined him found that he was suffering from "uncontrolled hypertension", "malaise NYD", and "psychosomatic illness". He was also declared unfit for duty and was repatriated back to the Philippines.[5]

Upon his return, petitioner was examined at the Marine Medical Services of the Metropolitan Medical Center by the company-designated physicians. In the case report prepared by Dr. Frances Hao-Quan (*Dr. Hao-Quan*), Asst. Medical Coordinator, which was noted by Dr. Roberto D. Lim (*Dr. Lim*), Medical Coordinator, of Marine Medical Services, dated December 23, 2011, it was stated that petitioner was suffering from hypertension. He was given medication for his condition and advised to come back for re-evaluation on December 26, 2011.[6]

On the said date, petitioner came back as directed. In the follow-up report[7] of Dr. Hao-Quan, which was also noted by Dr. Lim, she noted that petitioner is already under the care of a cardiologist. She likewise stated that petitioner's blood pressure is elevated and that the laboratory tests done on the petitioner "showed normal fasting blood sugar, creatinine, cholesterol, triglyceride, HDL, LDL, VLDL, SGPT and potassium." Further, petitioner was advised to continue his medication and to come back on January 5, 2012 for his re-evaluation.

In the next follow-up report[8] prepared by Dr. Hao-Quan and noted by Dr. Lim, dated January 6, 2012, it was stated that petitioner still had an elevated blood pressure. Petitioner was given additional anti-hypertensive

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3 CA *rollo*, p. 84.
4 *Id.* at 130-135.
5 *Rollo*, p. 47; *id.* at 85.
6 CA *rollo*, pp. 86-87.
7 *Id.* at 88.
8 *Id.* at 89.

medication and the dose of his present anti-hypertensive medication was adjusted for better blood pressure control. Petitioner was also directed to return for another evaluation.

Thereafter, petitioner religiously went back for check-up and re-evaluation on January 20, 2012,[9] January 27, 2012,[10] February 10, 2012,[11] February 15, 2012,[12] February 29, 2012,[13] March 28, 2012,[14] April 3, 2012,[15] April 17, 2012,[16] April 24, 2012,[17] and May 8, 2012.[18] In all these follow-up evaluations, petitioner was continually diagnosed to be suffering from hypertension and was given the appropriate medications to address his medical condition. Moreover, during the time he was undergoing treatment, petitioner received sickness allowance which amounted to Two Thousand Eight Hundred Eighty-Seven US dollars and Three Cents (US$2,887.03) from respondent.[19]

Meanwhile, on February 16, 2012, the Marine Medical Services of the Metropolitan Medical Center issued a report stating that the cause of petitioner's hypertension was not work-related and that the cause of his hypertension is multifactorial in origin, which includes genetic predisposition, poor lifestyle, high salt intake, smoking, diabetes mellitus, age, and increased sympathetic activity.[20] Moreover, petitioner's hypertension can be triggered by stress and emotional outburst.[21] In a subsequent report dated April 24, 2012, one of the company doctors stated that petitioner's hypertension "is not a contraindication to resume work as long as patient will be compliant with taking his anti-hypertensive medications and we are able to achieve adequate blood pressure control."[22]

On May 7, 2012, not satisfied with the findings of the company-designated physicians, petitioner consulted Dr. Manuel C. Jacinto, Jr. (*Dr. Jacinto*), who specializes in Orthopedic Surgery and Traumatology/Disease of Bones and Joints, of the Sta. Teresita General Hospital. After examining petitioner, Dr. Jacinto issued a Medical Certificate[23] stating that petitioner suffered from "uncontrolled essential hypertension." Dr. Jacinto also concluded that petitioner's illness started from work and his condition did

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9 *Id.* at 90.
10 *Id.* at 91.
11 *Id.* at 92.
12 *Id.* at 93.
13 *Id.* at 95.
14 *Id.* at 96.
15 *Id.* at 97.
16 *Id.* at 98.
17 *Id.* at 99.
18 *Id.* at 101.
19 *Id.* at 103-107.
20 *Id.* at 94.
21 *Id.*
22 *Id.* at 100.
23 *Id.* at 140.

not improve despite treatment. Dr. Jacinto marked petitioner's condition as "work-related/work-aggravated."[24]

Eventually, on May 16, 2012, petitioner filed a Complaint[25] against respondents claiming disability benefits for permanent disability and damages. After receiving the parties' position papers, the LA, on November 5, 2012, rendered a Decision[26] dismissing the complaint, the dispositive portion of which reads:

> WHEREFORE, premises considered, judgment is hereby rendered DISMISSING the complaint and other claims for lack of merit.
>
> SO ORDERED.[27]

The LA held that petitioner failed to prove by substantial evidence that his hypertension was work-related. The LA also did not give much weight to the findings of Dr. Jacinto because there was no showing that he conducted a thorough medical evaluation of the petitioner.[28]

Aggrieved, petitioner sought recourse before the NLRC. On February 28, 2013, the NLRC 3rd Division rendered a Decision[29] in favor of the petitioner, which reversed and set aside the decision of the LA, *viz.*:

> WHEREFORE, the appeal is hereby GRANTED. The decision of the Labor Arbiter dismissing the complaint is REVERSED and SET ASIDE, and a new one entered granting:
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> a) The claim for disability benefits assessed at Grade 1 disability;
> b) Ordering respondent to pay the sum of US$60,000.00 as disability benefits at the rate of exchange at the time of payment; and
> c) 10% of the money awards as attorney's fees.
>
> SO ORDERED.[30]

The NLRC held that the nature of petitioner's stressful work on board the vessel was a factor in the aggravation of his hypertension. Also, since 120 days had lapsed without petitioner having gone back to his former trade as a seaman, he is entitled to permanent total disability equivalent to Grade 1 rating.[31]

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24 *Id.*

25 *Id.* at 63-64. Respondent Cynthia Sanchez was impleaded in her capacity as President of respondent NFD.

26 CA *rollo*, pp. 51-60.

27 *Id.* at 60.

28 *Id.* at 57-59.

29 *Id.* at 38-49.

30 *Id.* at 49.

31 *Id.* at 47-48.

Respondents filed a motion for reconsideration, but it was denied in the NLRC Resolution[32] dated March 27, 2013. Respondents then filed a petition for *certiorari* before the CA assailing the decision and resolution of the NLRC.

During the pendency of the petition before the CA, the LA, on July 30, 2013, issued a Writ of Execution. In compliance with the writ, respondents deposited the judgment award before the NLRC Cashier.[33]

On November 13, 2013, the CA rendered a Decision[34] granting the petition. The CA annulled and set aside the decision of the NLRC and dismissed petitioner's complaint, the dispositive portion of which reads:

> WHEREFORE, premises considered, the petition is **GRANTED**. The **DECISION** of the NLRC in NLRC LAC (OFW-M) 01-000124-13 is hereby **ANNULLED** and **SET ASIDE**, and the DECISION of the Labor Arbiter dismissing the Complaint filed by Julio C. Espere is hereby **REINSTATED**.
>
> **SO ORDERED.**[35]

Ruling in favor of respondents, the CA held that petitioner failed to establish by adequate proof that his hypertension was work-related. It also opined that according to the Standard Employment Contract approved by the Philippine Overseas Employment Agency (*POEA-SEC*), only essential hypertension is listed as an occupational disease and petitioner's hypertension was never classified to be essential. Unconvinced by the findings of Dr. Jacinto, the CA found the findings of the company physicians more credible, thus, denying petitioner's claim for disability benefits.

Petitioner filed a Motion for Reconsideration, but it was denied in the CA Resolution[36] dated April 3, 2014.

Hence, the present petition assigning the following errors:

> I
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> THAT THE HONORABLE COURT OF APPEALS HAS COMMITTED CLEAR AND PALPABLE ERROR AND GRAVE ABUSE OF DISCRETION IN REVERSING THE JUDICIOUS FINDING OF FACTS AND CONCLUSION OF THE HONORABLE PUBLIC RESPONDENT (sic) NLRC.

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32 *Id.* at 61-62.
33 *Rollo*, p. 70.
34 *Id.* at 46-57.
35 *Id.* at 56. (Emphasis in the original)
36 *Id.* at 59-60.

II

THAT THE HONORABLE COURT OF APPEALS HAS COMMITTED PALPABLE ERROR AND GRAVE ABUSE OF DISCRETION WHEN IT SWALLOWED HOOK, LINE AND SINKER THE BASELESS AND SPECULATIVE ASSERTION OF THE COMPANY-DESIGNATED PHYSICIAN ALLEGING THAT [PETITIONER'S] ILLNESS OF *HYPERTENSION* IS ALLEGEDLY NOT WORK-RELATED OR WORK-AGGRAVATED, ALTHOUGH [PETITIONER] WAS EMPLOYED BY [RESPONDENTS] CONSISTENTLY AND CONTINUOUSLY WITHOUT INTERRUPTION STARTING IN 1989 AND THAT PRIOR TO HIS DEPLOYMENT HE WAS FOUND TO BE FIT FOR WORK.

III

THAT THE HONORABLE COURT OF APPEALS HAS COMMITTED PALPABLE ERROR AND GRAVE ABUSE OF DISCRETION WHEN IT DID NOT UPHELD (sic) THE MAXIMUM CURE PERIOD OF A MEDICALLY-REPATRIATED SEAFARER PROVIDED FOR UNDER THE POEA STANDARD EMPLOYMENT CONTRACT WHICH IS FOR A PERIOD NOT EXCEEDING 120 DAYS AND THEREFORE THE CONTENTION OF THIS HONORABLE COURT THAT THE 240 DAYS SHALL BE NECESSARY IS CERTAINLY VIOLATIVE OF THE PROVISIONS OF THE POEA STANDARD EMPLOYMENT CONTRACT WHICH IS THE LAW BETWEEN [PETITIONER] AND [RESPONDENTS].

IV

THAT THE HONORABLE COURT OF APPEALS HAS COMMITTED PALPABLE ERROR AND GRAVE ABUSE OF DISCRETION WHEN IT DID NOT DISMISS THE PETITION OF RESPONDENTS ALTHOUGH IT IS ALREADY CONSIDERED MOOT AND ACADEMIC CONSIDERING THAT THE JUDGMENT AWARD OF THIS CASE WAS ALREADY FULLY SETTLED BY RESPONDENTS BEFORE THE HONORABLE LABOR ARBITER A QUO.[37]

Petitioner mainly argues that the CA erred in giving much weight and credence to the findings of the company-designated physicians that his illness is not work-related and in totally disregarding the medical assessment of Dr. Jacinto, his appointed doctor. Petitioner, likewise, contends that he is already entitled to full disability compensation in accordance with the POEA-SEC, because he was not declared fit to work upon the lapse of 120 days from his sign-off from the vessel *M.V. Kalpana Prem* for medical treatment.

Petitioner also posits that the matters raised by respondents with the CA are factual matters which fall within the primary jurisdiction of the NLRC and which are not proper subjects of inquiry by the appellate court in a petition for *certiorari*. Petitioner argues that the CA should have accorded not only respect but even finality to the factual findings and conclusions of the NLRC. Petitioner also contends that the CA should have dismissed the

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37 *Id.* at 10-11.

petition for being moot and academic based on his allegation that respondents already paid and settled the monetary award while the petition was pending before the CA.

The petition is bereft of merit.

Before delving into the main issues raised, the Court shall first dispose of the procedural matters brought up by petitioner.

First, petitioner contends that what was raised by respondents in their petition filed with the CA "are purely factual matters and concerns that were already judiciously resolved by the x x x NLRC [and] [c]onsidering that the [CA] is not a trial court and it is not a trier of facts and only exercising an appellate jurisdiction over the x x x NLRC then factual matters and concerns are not certainly within the ambit of judicial inquiry in the petition considering that there was no palpable error or grave abuse of discretion committed by the x x x NLRC in rendering its assailed decision.[38]

The Court is not persuaded.

It is a long-settled rule that the proper mode for judicial review of decisions of the NLRC is a petition for *certiorari* under Rule 65 of the Rules of Court.[39]

As to the propriety of reviewing the factual findings of the NLRC in a *certiorari* petition, this Court's ruling in *Univac Development, Inc. v. Soriano*[40] is instructive. Thus, this Court has held that:

> x x x x
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> x x x in a special civil action for *certiorari*, the issues are confined to errors of jurisdiction or grave abuse of discretion. In exercising the expanded judicial review over labor cases, the Court of Appeals can grant the petition if it finds that the NLRC committed grave abuse of discretion by capriciously, whimsically, or arbitrarily disregarding evidence which is material or decisive of the controversy which necessarily includes looking into the evidence presented by the parties. **In other words, the CA is empowered to evaluate the materiality and significance of the evidence which is alleged to have been capriciously, whimsically, or arbitrarily disregarded by the NLRC in relation to all other evidence on record.** The CA can grant a petition when the factual findings complained of are not supported by the evidence on record; when it is necessary to prevent a substantial wrong or to do substantial justice; **when**

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38 See *rollo*, p. 12.

39 *One Shipping Corp., et. al. v. Penafiel*, 751 Phil. 204, 213 (2015), citing *St. Martin Funeral Home v. NLRC*, 356 Phil. 811 (1998).

40 711 Phil. 516 (2013).

> **the findings of the NLRC contradict those of the LA**; and when necessary to arrive at a just decision of the case. Thus, contrary to the contention of petitioner, **the CA can review the finding of facts of the NLRC and the evidence of the parties to determine whether the NLRC gravely abused its discretion x x x.**[41]

Second, petitioner asserts that the CA "has committed palpable error and grave abuse of discretion when it did not dismiss the petition of respondents under Rule 65, although the petition is already rendered moot and academic considering that respondents had already fully settled the judgment award of this case at the level of the Honorable Labor Arbiter *a quo* during the time that this case is under pre-execution proceedings."[42]

The Court does not agree.

The petition for *certiorari* filed by respondents with the CA was not rendered moot and academic by their satisfaction of the judgment award in compliance with the writ of execution issued by the LA. The case of *Career Philippines Shipmanagement, Inc. v. Madjus,*[43] cited by petitioner, finds no application in the present case. In the said case, while the petitioner employer had the luxury of having other remedies available to it such as its petition for *certiorari* pending before the CA and an eventual appeal to this Court, the respondent seafarer, in consideration of the satisfaction of judgment made by his employer, was made to execute an affidavit where he undertook that he will no longer pursue other claims after receiving payment arising from his employer's satisfaction of the judgment award. For equitable considerations, this Court held that the LA and the CA could not be faulted for interpreting the employer's "conditional settlement" to be tantamount to an amicable settlement of the case resulting in the mootness of the petition for *certiorari* filed by the employer before the CA.[44]

In the instant case, however, the records at hand show that no form of settlement was executed between the parties. Respondents' payment of the judgment award, without prejudice, required no obligations whatsoever on the part of petitioner. The satisfaction of the judgment award may not be considered as an amicable settlement between the parties as it was simply made in strict compliance with or wholly by virtue of satisfying a duly issued writ of execution. Thus, the equitable ruling in *Career Philippines*, may not be made to apply in the present case, otherwise, it would be unfair to respondents because it would prevent them from availing of the remedies available to them under the Rules of Court, such as the petition for *certiorari* they filed with the CA.

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41 *Univac Development, Inc. v. Soriano, supra,* at 525. (Emphasis supplied)
42 See *rollo*, p. 39.
43 650 Phil. 157 (2010).
44 *Career Philioppines Shipmanagement, Inc. v. Magjus, supra*, at 165.

Having disposed of the procedural matters, the Court will now proceed to address the substantive issues in the instant petition.

The merits of the present case should be resolved taking into consideration the parties' contract as well as the prevailing law and rules at the time that petitioner was employed. In this regard, it settled that while the seafarer and his employer are governed by their mutual agreement, the POEA Rules and Regulations require that the POEA-SEC be integrated with every seafarer's contract.[45] In the instant case, since petitioner's employment contract was executed on June 21, 2011 and was approved by the POEA on June 23, 2011, it is governed by the Amended Standard Terms and Conditions Governing the Overseas Employment of Filipino Seafarers On-Board Ocean-Going Ships,[46] which was amended in 2010, pertinent portions of which read as follows:

> **SECTION 20. COMPENSATION AND BENEFITS**
>
> A. COMPENSATION AND BENEFITS FOR INJURY OR ILLNESS
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> The liabilities of the employer when the seafarer suffers work-related injury or illness during the term of his contract are as follows:
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> 1. The employer shall continue to pay the seafarer his wages during the time he is on board the ship;
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> 2. If the injury or illness requires medical and/or dental treatment in a foreign port, the employer shall be liable for the full cost of such medical, serious dental, surgical and hospital treatment as well as board and lodging until the seafarer is declared fit to work or to be repatriated. However, if after repatriation, the seafarer still requires medical attention arising from said injury or illness, he shall be so provided at cost to the employer until such time he is declared fit or the degree of his disability has been established by the company-designated physician.
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> 3. In addition to the above obligation of the employer to provide medical attention, the seafarer shall also receive sickness allowance from his employer in an amount equivalent to his basic wage computed from the time he signed off until he is declared fit to work or the degree of disability has been assessed by the company-designated physician. The period within which the seafarer shall be entitled to his sickness allowance shall not exceed 120 days. Payment of the sickness allowance shall be made on a regular basis, but not less than once a month.
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> The seafarer shall be entitled to reimbursement of the cost of medicines prescribed by the company-designated physician. In case treatment of the seafarer is on an out-patient basis as determined by the company-designated physician, the company shall approve the appropriate mode of transportation and accommodation. The reasonable cost of actual

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45 *C.F. Sharp Crew Management, Inc. v. Legal Heirs of the late Godofredo Repiso*, G.R. No. 190534, February 10, 2016, 783 SCRA 516, 538.

46 See POEA Memorandum Circular No. 10, Series of 2010, dated October 26, 2010.

> traveling expenses and/or accommodation shall be paid subject to liquidation and submission of official receipts and/or proof of expenses.
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> For this purpose, the seafarer shall submit himself to a post-employment medical examination by a company-designated physician within three working days upon his return except when he is physically incapacitated to do so, in which case, a written notice to the agency within the same period is deemed as compliance. In the course of the treatment, the seafarer shall also report regularly to the company-designated physician specifically on the dates as prescribed by the company-designated physician and agreed to by the seafarer. Failure of the seafarer to comply with the mandatory reporting requirement shall result in his forfeiture of the right to claim the above benefits. If a doctor appointed by the seafarer disagrees with the assessment, a third doctor may be agreed jointly between the Employer and the seafarer. The third doctor's decision shall be final and binding on both parties.

The Court will, thus, proceed to discuss the first substantive issue which relates to the findings of petitioner's appointed doctor *vis-a-vis* that of the company-designated physicians.

As discussed above, the opinion of petitioner's physician, that his hypertension is essential and work-related, is diametrically opposed to the evaluation made by the company doctors which found that petitioner's hypertension is not work-related. The question then is, whose assessment or finding should prevail?

In *Andrada v. Agemar Manning Agency, Inc., et. al.,*[47] this Court held that:

> Jurisprudence is replete with pronouncements that it is the company-designated physician who is entrusted with the task of assessing the seaman's disability, whether total or partial, due to either injury or illness, during the term of the latter's employment. It is his findings and evaluations which should form the basis of the seafarer's disability claim. His assessment, however, is not automatically final, binding or conclusive on the claimant, the labor tribunal or the courts, as its inherent merits would still have to be weighed and duly considered. The seafarer may dispute such assessment by seasonably exercising his prerogative to seek a second opinion and consult a doctor of his choice. In case of disagreement between the findings of the company-designated physician and the seafarer's doctor of choice, the employer and the seaman may agree jointly to refer the latter to a third doctor whose decision shall be final and binding on them.[48]

In the present case, there is no evidence to show that the parties jointly sought the opinion of a third physician in the determination and assessment

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47 698 Phil. 170 (2012).

48 *Andrada v. Agemar Manning Agency, Inc., et al., supra*, at 182. (Citations omitted)

of petitioner's disability or the absence of it. Hence, the credibility of the findings of their respective doctors was properly evaluated by the labor tribunals (*LA and NLRC*) as well as the CA on the basis of their inherent merits.

After a review of the records at hand, the Court finds that there is no cogent reason to overturn the factual findings of the LA and the CA which accorded more weight to the findings of the company-designated doctors as against the assessment of petitioner's private physician, Dr. Jacinto.

The Court agrees with the conclusion of the CA that, unlike the evaluation made by the company physicians, there is no evidence to prove that Dr. Jacinto's findings were reached based on an extensive or comprehensive examination of petitioner. In the Medical Certificate[49] he issued, Dr. Jacinto diagnosed petitioner as suffering from "Uncontrolled Essential Hypertension, Hypertensive Cardiomyopathy and Malaise," that his condition did not improve "despite management and medications" and, by reason of which, he is "physically unfit to go back to work." However, as found by the LA and the CA, aside from the above Medical Certificate, petitioner failed to present competent evidence to prove that he was thoroughly examined by Dr. Jacinto. No proof was shown that laboratory or diagnostic tests or procedures were taken. In fact, Dr. Jacinto did not specify the medications he prescribed and the type of medical management he made to treat petitioner's condition. Dr. Jacinto did not even explain nor justify his conclusions that petitioner's hypertension started at work, is essential and work-related and that, by reason of such illness, petitioner is no longer fit to work. Dr. Jacinto also indicated therein that petitioner "was under [his] service during the period from May 2012 to present."[50] However, a cursory reading of the said Medical Certificate would show that the same was issued on May 7, 2012. This only proves that, at the time the said Medical Certificate was issued, petitioner was under the care of Dr. Jacinto for not more than one week, without any indication as to the number of instances petitioner consulted him during that short period of time.

In contrast, the various medical certificates and reports by the company-designated physicians were issued in a span of five (5) months of closely monitoring petitioner's medical condition and progress, and after careful analysis of the results of the diagnostic tests and procedures administered to petitioner while in consultation with his cardiologist. Hence, the Court finds no error in the ruling of the CA that the extensive medical attention that the company doctors gave to petitioner enabled them to acquire a more accurate diagnosis of petitioner's medical condition and fitness for work resumption compared to petitioner's chosen physician who who was not privy to his case from the beginning and appears to have

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49 CA *rollo*, p. 140.

50 *Id.*

examined him only once. In this regard, it bears to reiterate this Court's ruling in *Monana v. MEC Global Shipmanagement and Manning Corporation, et al.,*[51] which highlights jurisprudence that have given more weight to the assessment of the doctors who closely monitored and actually treated the seafarer, to wit:

> In *Philman Marine v. Cabanban*, this court gave more credence to the company-designated physician's assessment since "records show that the medical certifications issued by Armando's chosen physician were not supported by such laboratory tests and/or procedures that would sufficiently controvert the "normal" results of those administered to Armando at the St. Luke's Medical Center. . . [while] the medical certificate of the petitioners' designated physician was issued after three months of closely monitoring Armando's medical condition and progress, and after careful analysis of the results of the diagnostic tests and procedures administered to Armando while in consultation with Dr. Crisostomo, a cardiologist." Philman discussed as follows:
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> In several cases, we held that the doctor who have had a personal knowledge of the actual medical condition, having closely, meticulously and regularly monitored and actually treated the seafarer's illness, is more qualified to assess the seafarer's disability. In *Coastal Safeway Marine Services, Inc. v. Esguerra*, the Court significantly brushed aside the probative weight of the medical certifications of the private physicians, which were based merely on vague diagnosis and general impressions. Similarly in *Ruben D. Andrada v. Agemar Manning Agency, Inc., et al.*, the Court accorded greater weight to the assessments of the company designated physician and the consulting medical specialist which resulted from an extensive examination, monitoring and treatment of the seafarer's condition, in contrast with the recommendation of the private physician which was "based only on a single medical report . . . [outlining] the alleged findings and medical history . . . obtained after . . . [one examination]."(Emphasis supplied)
>
> In the recent case of *Dalusong v. Eagle Clarc Shipping Philippines*, Inc., we ruled that "the findings of the company-designated doctor, who, with his team of specialists . . . periodically treated petitioner for months and monitored his condition, deserve greater evidentiary weight than the single medical report of petitioner's doctor, who appeared to have examined petitioner only once."[52]

In the second substantive issue, petitioner insists that in order to be compensable, the worker is only burdened to prove the probability, and not absolute certainty, that the nature of his employment had caused or contributed, even to a small degree, in the development or aggravation of his illness and the deterioration of his health. Petitioner asserts that, since he was found to be fit for work prior to his deployment, the only conclusion

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51 746 Phil. 736 (2014).

52 *Monana v. MEC Global Shipmanagement and Manning Corporation, et al., supra*, at 751-752. (Citations omitted)

that can be reached is that his employment with respondent is the primary cause of his hypertension. Petitioner also claims that under the prevailing POEA-SEC all other illnesses suffered by the seafarer on board the vessel, which are not listed as occupational diseases, are presumed work-related.

The Court is not persuaded.

For disability to be compensable under the above POEA-SEC, two elements must concur: (1) the injury or illness must be work-related; and (2) the work-related injury or illness must have existed during the term of the seafarer's employment contract. To be entitled to compensation and benefits under the governing POEA-SEC, it is not sufficient to establish that the seafarer's illness or injury has rendered him permanently or partially disabled; it must also be shown that there is a causal connection between the seafarer's illness or injury and the work for which he had been contracted.[53]

In other words, while the law recognizes that an illness may be disputably presumed to be work-related, the seafarer or the claimant must still show a reasonable connection between the nature of work on board the vessel and the illness contracted or aggravated.[54] Thus, the burden is placed upon the claimant to present substantial evidence that his work conditions caused or at least increased the risk of contracting the disease.[55]

In this case, however, petitioner relied on the presumption that his illness is work-related but he was unable to present substantial evidence to show that his work conditions caused or, at the least, increased the risk of contracting his illness. Neither was he able to prove that his illness was pre-existing and that it was aggravated by the nature of his employment. Thus, the LA and the CA correctly ruled that he is not entitled to any disability compensation.

As to petitioner's argument that, since he was found fit for work in his Pre-Employment Medical Examination[56] (*PEME*) prior to his deployment, there can be no other conclusion than that his employment with respondents was the primary cause of his illness, this Court has ruled that the PEME is not exploratory and does not allow the employer to discover any and all pre-existing medical conditions with which the seafarer is suffering and for which he may be presently taking medication.[57] The PEME is nothing more than a summary examination of the seafarer's physiological condition; it

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53 *Austria v. Crystal Shipping, Inc.*, G.R. No. 206256, February 24, 2016, 785 SCRA 89, 98; *Doehle-Philman Manning Agency, Inc. v. Haro*, G.R. No. 206522, April 18, 2016.

54 *Nonay v. Bahia Shipping Services,* Inc. G.R. No. 206758, February 17, 2016, 784 SCRA 292, 311.

55 *Id.* at 313.

56 See CA *rollo*, pp. 130-135.

57 *Status Maritime Corporation, et. al. v. Spouses Delalamon*, 740 Phil. 175, 194 (2014); *Magsaysay Maritime Corp., et al. v. NLRC, et al.*, 630 Phil. 352, 367 (2010).

merely determines whether one is "fit to work" at sea or "fit for sea service" and it does not state the real state of health of an applicant.[58] The "fit to work" declaration in the PEME cannot be a conclusive proof to show that he was free from any ailment prior to his deployment.[59]

On the basis of the foregoing discussions, since petitioner's illness has not been proven to be work-related or work-aggravated, this Court need not delve on petitioner's remaining assignment of errors.

Finally, in view of respondents' prior satisfaction of the writ of execution issued by the LA while the case was pending with the CA, coupled with petitioner's admission that he "had already received the full judgment award of this case,"[60] the latter, having been proven not entitled to such an award, should, thus, return the same to respondents. This is in consonance with Section 18, Rule XI of the 2011 NLRC Rules of Procedure, as amended by En Banc Resolution Nos. 11-12, Series of 2012 and 05-14, Series of 2014, which provides:

> **RESTITUTION.** – Where the executed judgment is totally or partially reversed or annulled by the Court of Appeals or the Supreme Court with finality and restitution is so ordered, the Labor Arbiter shall, on motion, issue such order of restitution of the executed award, except reinstatement wages paid pending appeal.

WHEREFORE, the instant petition is **DENIED**. The Decision and Resolution of the Court of Appeals, dated November 13, 2013 and April 3, 2014, respectively, in CA-G.R. SP No. 130210, are **AFFIRMED**. Petitioner Julio C. Espere is hereby **DIRECTED TO RESTITUTE** to respondents the full amount which he received by reason of the Writ of Execution issued by the Labor Arbiter, dated July 30, 2013.

SO ORDERED.

DIOSDADO M. PERALTA
Associate Justice

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58 *Id.*
59 *Id.*
60 See Petition, *rollo*, p. 39.

WE CONCUR:

ANTONIO T. CARPIO
Associate Justice
Chairperson

JOSE CATRAL MENDOZA
Associate Justice

MARVIC M.V.F. LEONEN
Associate Justice

SAMUEL R. MARTIRES
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

ANTONIO T. CARPIO
Associate Justice
Chairperson, Second Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

MARIA LOURDES P. A. SERENO
Chief Justice