

Republic of the Philippines  
Supreme Court  
Manila

FIRST DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated October 1, 2019 which reads as follows:*

**“G.R. No. 239123 (Glen Lee P. Galleros v. Wallem Maritime Services, Inc./ Pacific International Lines, Pte, Ltd., and/or Ana Maria Cristina Nazareno)**

After a judicious study of the case, the Court resolves to **DENY** the instant petition<sup>1</sup> and **AFFIRM** the November 24, 2017 Decision<sup>2</sup> and the May 7, 2018 Resolution<sup>3</sup> of the Court of Appeals (CA) in CA-G.R. SP No. 139066 for failure of petitioner Glen Lee P. Galleros (petitioner) to sufficiently show that the CA committed any reversible error in upholding the dismissal<sup>4</sup> of his complaint<sup>5</sup> for payment of total and permanent disability benefits.

As correctly ruled by the CA, while a seafarer’s disability becomes total and permanent either when so declared by the company-designated physician (CDP) or upon the lapse of the one hundred twenty (120)-day or two hundred forty (240)-day treatment periods, when the seafarer is unable to engage in gainful employment during such period, the seafarer has a corresponding duty to regularly report to the CDP on the prescribed dates.<sup>6</sup> Indeed, Section 20 (A) (3) of the 2010 Philippine Overseas Employment Administration-

<sup>1</sup> *Rollo*, pp. 3-18.

<sup>2</sup> *Id.* at 23-34. Penned by Associate Justice Victoria Isabel A. Paredes with Associate Justices Jose C. Reyes, Jr. (now a member of the Court) and Jane Aurora C. Lantion, concurring.

<sup>3</sup> *Id.* at 35-36.

<sup>4</sup> The Labor Arbiter Decision dated July 21, 2014 is not attached to the *rollo*.

<sup>5</sup> Not attached to the *rollo*.

<sup>6</sup> See *rollo*, p. 31.

Standard Employment Contract (POEA-SEC)<sup>7</sup> requires the seafarer, during the course of the treatment, to report regularly to the CDP specifically on the dates as prescribed by the latter and agreed to by the former. Failure of the seafarer to comply with the mandatory reporting requirement shall result in the forfeiture of his right to claim the said disability benefits. Further, Section 20 (D)<sup>8</sup> of the POEA-SEC provides that no compensation and benefits shall be payable in respect of any injury or incapacity of the seafarer resulting from his intentional breach of duties. As held in *Wallem Maritime Services, Inc. v. Quillao*,<sup>9</sup> the failure of the CDP to issue an assessment, as in this case, was not of his doing, but resulted from petitioner's unjustified refusal to cooperate and undergo further treatment, which was still well within the 120-day assessment period. Accordingly, petitioner's failure to abide by the procedure provided under the POEA-SEC results in his non-entitlement to disability benefits. Finally, it bears stressing that factual findings of the labor tribunals or agencies, especially when affirmed by the CA, are accorded respect and finality, and are therefore binding upon this Court,<sup>10</sup> as in this case.

<sup>7</sup> POEA Memorandum Circular No. 10, Series of 2010, entitled "AMENDED STANDARD TERMS AND CONDITIONS GOVERNING THE OVERSEAS EMPLOYMENT OF FILIPINO SEAFARERS ON-BOARD OCEAN-GOING SHIPS," dated October 26, 2010. Section 20 (A) (3) of which reads:

Section 20. COMPENSATION AND BENEFITS

A. COMPENSATION AND BENEFITS FOR INJURY OR ILLNESS

The liabilities of the employer when the seafarer suffers work-related injury or illness during the term of his contract are as follows:

x x x x

3. x x x

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[.]

<sup>8</sup> Section 20. COMPENSATION AND BENEFITS

x x x x

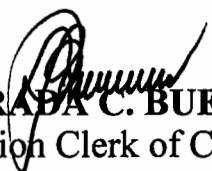
D. **No compensation and benefits shall be payable in respect of any injury, incapacity, disability or death of the seafarer resulting from his willful or criminal act or intentional breach of his duties**, provided however, that the employer can prove that such injury, incapacity, disability or death is directly attributable to the seafarer. (Emphases supplied)

<sup>9</sup> 778 Phil. 808, 823 (2016). See also *Splash Philippines, Inc. v. Ruizo*, 730 Phil. 162, 177 (2014); and *New Filipino Maritime Agencies, Inc. v. Despabeladeras*, 747 Phil. 626, 638-639 (2014).

<sup>10</sup> *Superior Packaging Corporation v. Balagsay*, 697 Phil. 62, 68-69 (2012).

**SO ORDERED.”** *Zalameda, J., designated as Additional Member per Special Order No. 2712 dated September 27, 2019. Carandang, J., on official leave.*

Very truly yours,

  
**LIBRADA C. BUENA**  
Division Clerk of Court <sup>1015</sup>  
**211-A**

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