



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, Second Division, issued a Resolution dated 07 October 2020 which reads as follows:

“G.R. No. 252778 (*Norberto A. Aguirre v. E.R. Crew Management [Phils.] Corporation*). – After a judicious study of the case, the Court resolves to **DENY** the Petition for Review on *Certiorari*¹ for failure to sufficiently show that the Court of Appeals (CA) in CA-G.R. SP No. 153201 committed any reversible error in its Decision² dated June 28, 2019 and Resolution³ dated July 3, 2020 as to warrant the exercise of the Court’s appellate jurisdiction,⁴ and for lack of additional attestation as required under the Amended Rules of Court.⁵

The issue in this case is whether the CA correctly reversed the ruling of the Panel of Voluntary Arbitrators (PVA) and dismissed the claim for disability benefits of Norberto Aguirre (petitioner).

The CA is correct.

The circumstances of this case show that petitioner was repatriated simply because of the completion or expiration of his contract and not because of any sickness. Significantly, in *C.F. Sharp Crew Management, Inc. v. Alivio*,⁶ citing *Villanueva, Sr. v. Baliwag Navigation, Inc.*,⁷ the Court noted with approval the conclusion of the CA – the fact that the

¹ *Rollo*, pp. 12-52.

² *Id.* at 90-102; penned by Associate Justice Ramon A. Cruz with Associate Justices Ramon M. Bato, Jr. and Ronaldo Roberto M. Martin, concurring.

³ *Rollo*, pp. 53-56.

⁴ Section 4, Rule 7 in relation to Section 1, Rule 45; A.M. No. 19-10-20-SC, effective May 1, 2020.

⁵ A.M. No. 19-10-20-SC 2019 Proposed Amendments to the 1997 Rules of Civil Procedure, effective May 1, 2020.

⁶ 789 Phil. 564 (2016).

⁷ 715 Phil. 299 (2013).

seafarer was repatriated for finished contract and not for medical reasons weakened, if not belied, his claim of illness on board the vessel.

Also, petitioner's claim that his illness was contracted during the term of his contract with E.R. Crew Management (Phils.) Corporation (respondent) is negated by the following:

First, while petitioner alleged that he experienced pain in his chest and nape, shortness of breath, dizziness, and blurry vision while on board the vessel, he failed to provide proof that he reported them to his superiors so that he may be provided with medical assistance. Considering his work as an experienced Chief Officer and also the designated medical officer on board, petitioner could not have ignored the necessity of recording or documenting his medical complaint. To the mind of the Court, petitioner's failure to report his health problem while on board the vessel "could only mean that it was not serious or grave enough to require medical attention" assuming that his allegation of a medical incident on board the vessel is true.⁸

Second, the Senior Officer Debriefing Record (Debriefing Record)⁹ which petitioner accomplished and duly signed on September 8, 2016 or two days after repatriation negates his claim that his illness occurred during the term of his contract. A reading of the Debriefing Record¹⁰ shows that petitioner did not report any medical incident which befell him despite being given the opportunity to discuss his medical complaint. Petitioner, in effect, acknowledged that he worked under normal conditions and that he did not contract or suffer any illness or injury. Notably, in the dissenting opinion of George A. Eduvala (Eduvala), member of the PVA, he observed that petitioner failed to specify any medical problem that he had despite a space in the Debriefing Record¹¹ for "Crew Comments."¹² Equally important, the Court in *C.F. Sharp Crew Management, Inc. v. Alivio*¹³ ruled that the "[seafarer's] failure to submit himself to a post-employment medical examination by a company-designated physician within three working days upon his return militates against his claim for disability benefits."

Here, petitioner attempts to shift the blame on respondent by arguing that respondent denied his request for post-employment medical

⁸ *C.F. Sharp Crew Management, Inc. v. Alivio*, *supra* note 6.

⁹ *Rollo*, pp. 462-463.

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.* at 396-397.

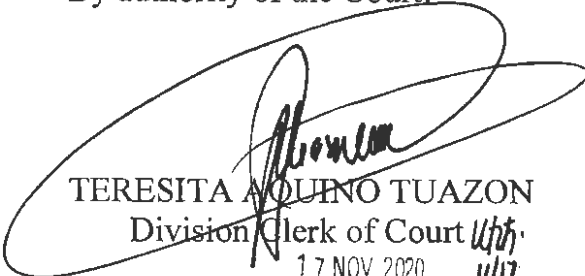
¹³ *Supra* note 6.

examination. However, the Court is not inclined to believe petitioner's allegation that respondent denied his request. Petitioner's allegation is uncorroborated and self-serving. Further, petitioner's allegation that he sought a request for post-employment medical examination is negated by the lack of any indication in the Debriefing Record¹⁴ that he suffered from a medical incident or that he had a medical complaint while on board the vessel. The Court agrees with the conclusion of PVA member Eduvala that per petitioner's Debriefing Record,¹⁵ petitioner declared that he encountered no problem on board; thus he could have not have asked for a post-employment medical examination.¹⁶

WHEREFORE, the petition is **DENIED**. The Decision dated June 28, 2019 and Resolution dated July 3, 2020 of the Court of Appeals in CA-G.R. SP No. 158201 are **AFFIRMED**.

SO ORDERED." (BALTAZAR-PADILLA, J., on leave.)

By authority of the Court:


TERESITA AQUINO TUAZON
Division Clerk of Court *Uth*
17 NOV 2020 *11/17*

¹⁴ *Id.* at 462-463.

¹⁵ *Id.*

¹⁶ Section 20 (A)(3) of the 2010 Philippine Overseas Employment Agency Standard Employment Contract provides in part:

Section 20 (3) 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.

For this purpose, the seafarer shall submit himself to a post-employment medical examination by accompany-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.

x x x x. (Italics supplied.)

ATTY. ARVIN C. DOLENDO (reg)
Counsel for Petitioner
5th Floor, Rooms 504-505, S&L Building
1500 Roxas Blvd., Manila

DEL ROSARIO & DEL ROSARIO (reg)
Counsel for Respondent
14th Floor, Del Rosario Law Centre
21st Drive corner 20th Drive
Bonifacio Global City, 1630 Taguig

PANEL OF VOLUNTARY ARBITRATORS (reg)
National Conciliation & Mediation Board
NCR, DOLE Building, Muralla
corner Gen. Luna Street,
Intramuros, 1002 Manila
(AC-947-RCMB-NCR-MVA-394-13-11-2017)

JUDGMENT DIVISION (x)
Supreme Court, Manila

PUBLIC INFORMATION OFFICE (x)
LIBRARY SERVICES (x)
[For uploading pursuant to A.M. No. 12-7-I-SC]

OFFICE OF THE CHIEF ATTORNEY (x)
OFFICE OF THE REPORTER (x)
Supreme Court, Manila

COURT OF APPEALS (x)
Ma. Orosa Street
Ermita, 1000 Manila
CA-G.R. SP No. 158201

Please notify the Court of any change in your address.
GR252778. 10/07/2020(205)URES 