Republic of the Philippines
Supreme Court
Manila

**SECOND DIVISION**

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| **EDGARDO I. MABALOT,** *Petitioner,* | **G.R. No. 224344** |
| | Present: |
| -versus- | PERLAS-BERNABE, *SAJ.*, *Chairperson,* HERNANDO, INTING, GAERLAN, and ROSARIO,* *JJ.* |
| **MAERSK - FILIPINAS CREWING, INC. and/or A.P. MOLLER A/S,** *Respondents.* | Promulgated: SEP 13 2021 |

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**DECISION**

**HERNANDO, *J.*:**

This Petition for Review on *Certiorari*[1] assails the September 21, 2015 Decision[2] of the Court of Appeals (CA) in CA-G.R. SP No. 128803, which set aside the October 31, 2012 Decision[3] and December 12, 2012 Resolution[4] of the National Labor Relations Commission (NLRC) awarding permanent total disability benefits and attorney's fees to petitioner Edgardo I. Mabalot

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* Designated as additional Member per Special Order No. 2835 dated July 15, 2021.

1 *Rollo*, pp. 9-36.

2 Id. at 38-49. Penned by Associate Justice Eduardo B. Peralta, Jr. and concurred in by Associate Justices Noel G. Tijam (now a retired Member of the Court) and Francisco P. Acosta.

3 CA *rollo*, pp. 36-45. Penned by Commissioner Nieves E. Vivar-De Castro and concurred in by Presiding Commissioner Joseph Gerard E. Mabilog and Commissioner Isabel G. Panganiban-Ortiguerra.

4 Id. at 47-48.

(Mabalot), and reinstated the June 29, 2012 Decision[5] of the Labor Arbiter (LA) adjudging Mabalot's entitlement only to Grade 11 disability benefits. The appellate court's April 22, 2016 Resolution[6] affirmed its earlier Decision.

**Factual Antecedents:**

This case stemmed from a Complaint[7] for payment of permanent total disability benefits, moral and exemplary damages, and attorney's fees filed by Mabalot on March 5, 2012[8] against Maersk-Filipinas Crewing, Inc. and/or A.P. Moller A/S (respondents).[9]

Mabalot was deployed as Able Seaman by Maersk-Filipinas Crewing, Inc. to its foreign principal A.P. Moller A/S on board "Maersk Stepnica" on March 4, 2011 for a period of six months, with a basic monthly salary of $585.00, exclusive of overtime pay and other benefits.[10] The results of his pre-employment medical examination showed that Mabalot was fit for sea duty.

Mabalot thus embarked on his sea duties. However, in July 2011, he complained to the ship master that he was experiencing pain on his left shoulder. He was thus advised to seek medical treatment upon the ship's arrival at the port of Japan.

On October 8, 2011, Mabalot underwent medical examination in Honmoku Hospital where he was diagnosed with "Omarthritis."[11] He was medically repatriated on October 15, 2011 and was advised to consult Dr. Natalio G. Alegre II (Dr. Alegre), the company-designated physician for Maersk-Filipinas Crewing, Inc., for a more thorough evaluation and treatment.

On November 3, 2011, Dr. Alegre assessed Mabalot to be suffering from "Frozen Shoulder."[12] Mabalot underwent Magnetic Resonance Imaging (MRI), which yielded the following impression:

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5 Id. at 246-254.
6 *Rollo*, pp. 51-52.
7 CA *rollo*, pp. 118-132.
8 Id. at 40.
9 Id. at 121.
10 *Rollo*, p. 104.
11 Id. at 105.
12 Id. at 106.

"Supraspinatus and Subscapularis Tendinosis
Attenuated Anterior Labrum for which tear cannot be excluded. Recommend Direct MR Arthrography if clinically indicated
Minimal Subacromial-Subdeltoid Bursitis"[13]

Based on the MRI results, Dr. Alegre recommended Anthroscopic Debridement and Possible Repair of Anterior Labrum as treatment.[14] However, Mabalot informed Dr. Alegre that he wished to seek a second opinion from a doctor of his choice and asked to postpone his treatment.[15] Dr. Alegre thus advised Mabalot to continue with his physical therapy and consult a Rehabilitation Medicine Specialist.[16]

On February 2, 2012, Dr. Alegre issued a Grade 11 interim disability assessment on Mabalot. The doctor noted Mabalot's inability to raise his arm more than halfway from horizontal to perpendicular and recommended that his physical therapy should continue. Mabalot was again told to consult a Rehabilitation Medicine Specialist. A follow-up check-up was set on February 10, 2012.[17]

On March 5, 2012, Mabalot consulted Dr. Manuel C. Jacinto, Jr. (Dr. Jacinto) who issued a Medical Certificate[18] declaring him to be suffering from permanent total disability and unfit to go back to work. Dr. Jacinto diagnosed Mabalot's condition as *"Suprasinatus and Subscapularis Tendinosis; Anterior Labrum Attenuation; Subacromial-Subdeltoid Bursitis; Frozen Shoulder Left,"* the same diagnosis as that of the company-designated physician.

On even date, Mabalot filed his Complaint with the Regional Arbitration Branch of the NLRC for payment of permanent total disability compensation, moral and exemplary damages and attorney's fees. He averred that he was entitled to permanent total disability compensation because despite the continuous medical treatment provided for by the company-designated physician for more than 120 days, he was still unfit to work as a seafarer as he could no longer raise his left arm and shoulder.

**Ruling of the Labor Arbiter:**

On June 29, 2012, the LA promulgated a Decision[19] holding Mabalot

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[13] CA *rollo*, pp. 137-138.
[14] *Rollo*, p.107.
[15] Id. at 108.
[16] Id. at 109.
[17] Id. at 110.
[18] CA *rollo*, p. 139.
[19] Id. at 246-254.

entitled only to disability benefits corresponding to Grade 11 as assessed by Dr. Alegre. The LA gave more weight to the diagnosis of the company-designated physician than to that of the independent doctor. The decretal portion of the LA's Decision states:

> WHEREFORE, Respondents MAERSK-FILIPINAS CREWING, INC. and A.P. MOLLER A/S are solidarily liable to pay the Complainant the amount of EIGHT THOUSAND EIGHT HUNDRED U.S. DOLLARS (US$8,800.00) representing his disability benefits, and ten (10%) percent thereof, or EIGHT HUNDRED EIGHTY U.S. DOLLARS (US$880.00) as and for attorney's fees, or their peso equivalent at the time of payment.
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> SO ORDERED.[20]

**Ruling of the National Labor Relations Commission:**

In his appeal[21] to the NLRC, Mabalot averred that the LA committed serious error in awarding only partial disability benefits commensurate to Grade 11 disability despite him not being declared fit to work by the company designated physician after the lapse of 120 days from his initial consultation. He further averred that even with continued treatment, his left shoulder and arm still had limited mobility. In support of his appeal, Mabalot pointed to the Medical Certificate issued by Dr. Jacinto which shows that he is suffering from permanent total disability.

In its October 31, 2012 Decision,[22] the NLRC granted the seafarer's appeal and modified the Decision of the LA. The NLRC adjudged Mabalot entitled to permanent total disability benefits and attorney's fees. The *fallo* of the labor tribunal's Decision states:

> WHEREFORE, the Appeal is GRANTED and the Decision dated 29 June 2012 is MODIFIED. Respondents are held jointly and severally liable to pay Complainant 1) permanent total disability benefits of US$80,000.00 at its peso equivalent at the time of actual payment; and 2) attorney's fees of ten percent (10%) of the total monetary award at its peso equivalent at the time of actual payment.
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> SO ORDERED.[23]

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[20] Id. at 253-254.
[21] Id. at 255-290.
[22] Id. at 36-45.
[23] Id. at 44.

The NLRC found Mabalot's disability to be total and permanent since more than 120 days had already lapsed from the time of his repatriation on October 15, 2011 until the filing of the Complaint on March 5, 2012, yet he still had limited range of movement on his left shoulder and arm and was still under the medical treatment of the company-designated physician and his own physician.

Respondents filed a Motion for Reconsideration which was denied by the NLRC in its December 12, 2012 Resolution.[24]

Aggrieved, respondents filed a Petition for *Certiorari*[25] with the CA ascribing upon the NLRC grave abuse of discretion when it modified the ruling of the LA and gave credence to the finding of permanent total disability grade given by Mabalot's personal doctor, completely disregarding the medical assessment of Grade 11 partial disability by the company-designated physician, Dr. Alegre.[26]

**Ruling of the Court of Appeals:**

In its September 21, 2015 Decision, the CA reversed the NLRC Decision and reinstated the ruling of the arbiter adjudging Mabalot entitled only to Grade 11 partial disability benefits. The dispositive part of the appellate court's Decision reads:

> WHEREFORE, premises considered, the Petition for *Certiorari* is hereby GRANTED. Accordingly, given the wanton exercise of discretion, the assailed Decision dated October 31, 2012 and Resolution dated December 12, 2012 of the National Labor Relations Commission are hereby REVERSED while the Decision of the Labor Arbiter dated June 29, 2012 is hereby REINSTATED and AFFIRMED.
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> SO ORDERED.[27]

The CA opined that the assessment of a seafarer's disability is lodged with the company-designated physician who has a better knowledge of a seafarer's condition. The CA ratiocinated as follows:

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[24] Id. at 47-48.
[25] Id. at 3-35.
[26] *Rollo*, pp. 135-167.
[27] Id. at 38-48.

> Therefore, for purposes of claiming disability benefits under the Philippine Overseas Employment Administration Standard Employment Contract (POEA-SEC) and the CBA, Dr. Alegre's February 2, 2012 Medical Report, which assessed Mabalot's disability to Grade 11 prevailed over Dr. Jacinto's March 5, 2012 Medical Certificate, which declared him unfit to resume work as seaman.
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> What can hardly be ignored, too, aside from the Medical Certificate dated March 5, 2012, was Mabalot's failure to show for how long Dr. Jacinto treated him, or if he conducted any other diagnostic test for his findings, as compared to the extensive treatment provided by Dr. Alegre from November 3, 2011, to February 2, 2012. Therefore, the declaration of Dr. Alegre should be given credence, considering that he was more qualified to assess the disability grade of Mabalot.
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> Moreover, the basis of Dr. Jacinto's evaluation was merely the medical findings of the company physician. Again, in *Sarocam v. Interorient Maritime Ent., Inc.,* the Court ruled that the opinion of the company-designated physician should be upheld over that of the doctor appointed by the seafarer considering that the premise of the seafarer's doctor merely jibed with the medical findings of the company physician.[28] (Citations omitted)

Mabalot filed a Motion for Reconsideration[29] but the CA denied the same in its April 22, 2016 Resolution.[30]

Hence, the instant Petition.

**Issues**

In his Petition, Mabalot raises the following assignment of errors, to wit:

> I. That the Honorable Court of Appeals has committed palpable error and grave abuse of discretion when it modified the judicious finding of facts and conclusion of the Honorable NLRC.
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> II. That the Honorable Court of Appeals has committed palpable error, grave abuse of discretion and arbitrariness when it swallowed hook, line and sinker the inaccurate, speculative and downgraded disability assessment of Grade 11 made by respondent's company designated physician.
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> III. That the Honorable Court of Appeals has committed palpable error and grave abuse of discretion when it did not consider that petitioner is indeed already rendered totally unfit for work as he is no longer capable of performing

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[28] Id. at 47-48.
[29] CA *rollo,* pp. 482-505.
[30] *Rollo,* pp. 51-52.

> the usual physical, strenuous and stressful activities which is the usual function of the seafarers on board the vessel and that he is unfit for work for more than 240 days already and his unfitness for work is continuing up to now.[31]

Mabalot argues that the appellate court committed grave and palpable error when it gave more weight to the assessment of Dr. Alegre despite the contrary findings of the NLRC. Mabalot insists that his disability was total and permanent citing as basis the diagnosis of Dr. Jacinto as well as the fact that despite the lapse of 120 days, he still experiences pain on his left shoulder and arm.

Mabalot further avers that the Decision of the NLRC is not subject to appeal before the CA since it already became final and executory 10 days after its promulgation as provided for in Section 14, Rule VII of the NLRC Rules of Procedure.[32] He also asserts that since the parties already reached a partial settlement at the pre-execution conference, the appellate court should have dismissed the petition for being moot and academic.

## Our Ruling

The Petition is without merit.

**Petition before the CA was not rendered moot and academic.**

Contrary to the assertion of Mabalot, a ruling of the NLRC can still be the subject of review by the CA through a special civil action for *certiorari* under Rule 65 of the Rules of Court.

While there is no law stating that an aggrieved party before the NLRC may file an appeal before the CA, the same does not mean that an NLRC decision can no longer be assailed.

The Court declared in *St. Martin Funeral Home v. National Labor Relations Commission*[33] that the absence of an appeal from NLRC decisions, does not mean that the same are absolutely beyond the powers of review of the

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[31] Id. at 16-17.

[32] SECTION 14. FINALITY OF DECISION OF THE COMMISSION AND ENTRY OF JUDGMENT. – (a) Finality of the Decisions, Resolutions or Orders of the Commission. – Except as provided in Section 9 of Rule X, the decisions, resolutions or orders of the Commission shall become final and executory after ten (10) calendar days from receipt thereof by the counsel or authorized representative or the parties if not assisted by counsel or representative.

[33] 356 Phil. 811, 823 (1998).

court. In fact, NLRC decisions may be reviewed by the CA through a petition for *certiorari* under Rule 65. Pertinent here is the use of the word "review" and not "appeal." Also relevant is the use of the remedy of a petition under Rule 65, which is a special civil action for *certiorari* on the basis of grave abuse of discretion.

Thus, a decision of the labor tribunal can be properly reviewed by the appellate court on ground of grave abuse of discretion. When the CA reviews an NLRC decision, it is necessarily limited to the question of whether the labor tribunal acted arbitrarily, whimsically, or capriciously, in the sense that grave abuse of discretion is understood under the law, the rules, and jurisprudence. It does not entail looking into the correctness of the judgment of the NLRC on the merits.[34]

Neither did the alleged conditional settlement of the judgment award by the parties render the Petition for *Certiorari* before the CA dismissible as the settlement was in compliance with the May 16, 2013 writ of execution[35] issued by the LA. The Petition for *Certiorari* filed by respondents with the CA was not mooted by their satisfaction of the judgment award in compliance with the writ of execution issued by the LA.[36]

**Mabalot is not entitled to permanent total disability benefits.**

The entitlement of a seafarer on overseas employment to disability benefits is governed by law, the parties' contracts, and the medical findings of the company-designated physician, the seafarer's physician of choice and the opinion of the third doctor.

Since Mabalot's contract of employment with respondents was executed in 2011, the 2010 Philippine Overseas Employment Administration-Standard Employment Contract (POEA-SEC) governs the procedure for his claim of disability benefits. The POEA-SEC provides for the period when the company-designated physician must issue a final medical assessment. Section 20(A) of the POEA-SEC reads:

SECTION 20. COMPENSATION AND BENEFITS

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34 *Philippine National Bank v. Gregorio*, 818 Phil. 321, 336 (2017).

35 As per Opposition of Respondents to Mabalot's Motion for Reconsideration before the Court of Appeals; CA *rollo*, pp. 507-531.

36 *Ro-Ann Veterinary Manufacturing, Inc. v. Bingbing*, G.R. No. 236271, April 3, 2019, citing *Espere v. NFD International Manning Agents, Inc.*, 814 Phil. 820 (2017)

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

2. x x x 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.

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.

x 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.

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.

In *Jebsens Maritime, Inc. v. Mirasol*,[37] the Court summarized the rules governing the seafarer's claim for disability benefits, as follows:

1. The company-designated physician must issue a final medical assessment on the seafarer's disability grading within a period of 120 days from the time the seafarer reported to him;

2. If the company-designated physician fails to give his assessment within the period of 120 days, without any justifiable reason, then the seafarer's

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[37] G.R. No. 213874, June 19, 2019, citing *Elburg Shipmanagement Phils., Inc. v. Quiogue*, 765 Phil. 341, 362-363 (2015).

disability becomes permanent and total;

3. If the company-designated physician fails to give his assessment within the period of 120 days with a sufficient justification (e.g., seafarer required further medical treatment or seafarer was uncooperative), then the period of diagnosis and treatment shall be extended to 240 days. The employer has the burden to prove that the company-designated physician has sufficient justification to extend the period; and

4. If the company-designated physician still fails to give his assessment within the extended period of 240 days, then the seafarer's disability becomes permanent and total, regardless of any justification.

In *Scanmar Maritime Services, Inc. v. Hernandez, Jr.*,[38] the Court went further in enumerating the instances when the seafarer may already pursue a case for full disability benefits, *viz.*:

(a) the company-designated physician failed to issue a declaration as to his fitness to engage in sea duty or disability even after the lapse of the 120-day period and there is no indication that further medical treatment would address his temporary total disability, hence, justify an extension of the period to 240 days;

(b) 240 days had lapsed without any certification being issued by the company-designated physician;

(c) the company-designated physician declared that he is fit for sea duty within the 120-day or 240-day period, as the case may be, but his physician of choice and the doctor chosen under Section 20-B(3) of the POEA-SEC are of a contrary opinion;

(d) the company-designated physician acknowledged that he is partially permanently disabled but other doctors who he consulted, on his own and jointly with his employer, believed that his disability is not only permanent but total as well;

(e) the company-designated physician recognized that he is totally and permanently disabled but there is a dispute on the disability grading;

(f) the company-designated physician determined that his medical condition is not compensable or work-related under the POEA-SEC but his doctor-of-choice and the third doctor selected under Section 20-B(3) of the POEA-SEC found otherwise and declared him unfit to work;

(g) the company-designated physician declared him totally and permanently disabled but the employer refuses to pay him the corresponding

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[38] 829 Phil. 624, 634 (2018), citing *C.F. Sharp Crew Management, Inc. v. Taok*, 691 Phil. 521, 538-539 (2012).

benefits; and

(h) the company-designated physician declared him partially and permanently disabled within the 120-day or 240-day period but he remains incapacitated to perform his usual sea duties after the lapse of the said periods.

A final, conclusive, and definite medical assessment must clearly state the seafarer's fitness to work or his exact disability rating, or whether such illness is work-related, and without any further condition or treatment. It should no longer require any further action on the part of the company-designated physician and it is issued by the company-designated physician after he or she has exhausted all possible treatment options within the periods allowed by law.[39]

To stress, the assessment to be conclusive must be complete and definite; otherwise, the medical report shall be set aside and the disability grading contained therein shall be ignored. As case law holds, a final and definite disability assessment is necessary in order to truly reflect the true extent of the sickness or injuries of the seafarer and his or her capacity to resume work as such.[40]

The law steps in and considers the seafarer's disability as total and permanent when the company-designated physician fails to arrive at a definite assessment of the seafarer's fitness to work or permanent disability within the prescribed periods and if the seafarer's medical condition remains unresolved.[41]

Based on the foregoing, the Court finds that the CA did not err in ruling that the NLRC committed grave abuse of discretion in awarding Mabalot permanent total disability benefits.

Records disclose that the Grade 11 disability rating given by Dr. Alegre on February 2, 2012, or 110 days from Mabalot's repatriation, was merely an interim diagnosis. The Medical Report clearly states so, thus, it cannot be considered as a definite and final assessment. This is supported by the fact that Dr. Alegre still advised Mabalot to continue with his physical therapy, seek consultation with a Rehabilitation Medicine Specialist and report back on February 10, 2012 for a follow-up check-up.

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39 *Jebsens Maritime, Inc. v. Mirasol*, supra note 36.

40 *Ampo-on v. Reinier Pacific International Shipping, Inc.*, G.R. No. 240614, June 10, 2019. Citations omitted.

41 Id.

The failure of Dr. Alegre to issue a complete and definite medical assessment within the 120-day period did not automatically render Mabalot's disability as total and permanent. To reiterate, the February 2, 2012 Medical Report stated that Mabalot needed to continue physical therapy and seek consultation with a Rehabilitation Medicine Specialist. Thus, Mabalot remained in need of medical attention, a sufficient justification for the extension of the 120-day period to the maximum period of 240 days in order for the company-designated physician to make a complete assessment of his injury and recommend the appropriate disability rating, if any.

Incidentally, the Court ruled in *Vergara v. Hammonia Maritime Services, Inc.*[42] that:

> x x x For the duration of the treatment but in no case to exceed 120 days, the seaman is on *temporary total disability* as he is totally unable to work. He receives his basic wage during this period until he is declared fit to work or his temporary disability is acknowledged by the company to be permanent, either partially or totally, as his condition is defined under the POEA Standard Employment Contract and by applicable Philippine laws. If the 120 days initial period is exceeded and no such declaration is made because the seafarer requires further medical attention, then the temporary total disability period may be extended up to a maximum of 240 days, subject to the right of the employer to declare within this period that a permanent partial or total disability already exists. The seaman may of course also be declared fit to work at any time such declaration is justified by his medical condition.[43] (Citations omitted)

In this case, instead of heeding the advice of Dr. Alegre, Mabalot opted to consult Dr. Jacinto on March 5, 2012 who then diagnosed Mabalot unfit to work due to permanent total disability. On even date, or 142 days after his medical repatriation but within 240 days therefrom, Mabalot filed the Complaint for recovery of permanent total disability benefits, moral and exemplary damages, and attorney's fees.

Clearly, Mabalot's Complaint was prematurely filed as his cause of action had yet to accrue. The company-designated doctor still had a remaining period within which to give his definitive assessment on his medical condition or fitness to return to work.[44]

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[42] 588 Phil. 895 (2008).

[43] Id. at 912.

[44] See *Guadalquiver v. Sea Power Shipping Enterprise, Inc.*, G.R. No. 226200, August 5, 2019.

In addition, Mabalot cannot rely on the Medical Certificate issued by his physician of choice, Dr. Jacinto. The rule is that while a seafarer has the right to seek the opinion of other doctors, such right may be availed of on the presumption that the company-designated doctor had already issued a definite declaration on the medical condition of the seafarer, and the seafarer finds it disagreeable.[45] Given the lack of certification from the company-designated doctor, Mabalot cannot rely on the assessment made by his own doctor.

Hence, the appellate court was correct in reinstating the ruling of the LA which awarded Mabalot compensation corresponding only to Grade 11 disability rating. The Court gives weight to this finding as neither party refuted that the company-designated doctor indeed made such diagnosis within the allowable period for him to do so.[46]

Certainly, the Court has not lost sight of the legal truism that the POEA-SEC, being a labor contract, is imbued with public interest. "Accordingly, its provisions must be construed fairly, reasonably, and liberally in favor of the seafarer in the pursuit of his or her employment on board ocean-going vessels."[47] Nevertheless, this does not mean that every dispute regarding the POEA-SEC shall be decided in favor of the seafarer. Social justice, which serves as the foundation for the Court's preference towards labor, "authorizes neither oppression nor self-destruction of the employer."[48] Management, too, must be sustained when it is in the right. And when it is the employee who is at fault, the Court shall not hesitate to rule against labor and in favor of capital. After all, "justice is in every case for the deserving, to be dispensed in the light of the established facts and the applicable law and doctrine."[49]

Given the foregoing reasons, the Court rules that the assailed CA Decision and Resolution must be upheld for being in accord with applicable laws and prevailing jurisprudence.

**WHEREFORE**, the Petition is hereby **DENIED**. The Court of Appeals' September 21, 2015 Decision and April 22, 2016 Resolution in CA-G.R. SP No. 128803 are **AFFIRMED** ***in toto***.

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[45] Id., citing *Scanmar Maritime Services, Inc. v. Hernandez, Jr.*, supra note 38.
[46] See *Guadalquiver v. Sea Power Shipping Enterprises, Inc.*, supra note 44.
[47] *The Late Alberto B. Javier v. Philippine Transmarine Carriers, Inc.*, 738 Phil. 374, 389 (2014).
[48] Id., citing *Philippine Long Distance Telephone Co. v. Honrado*, 652 Phil. 331, 339 (2010).
[49] Id., citing *Auza, Jr. v. MOL Philippines, Inc.*, 699 Phil. 62, 67 (2012).

**SO ORDERED.**

**RAMON PAUL L. HERNANDO**
Associate Justice

WE CONCUR:

**ESTELA M. PERLAS-BERNABE**
Senior Associate Justice
Chairperson

**HENRI JEAN PAUL B. INTING**
Associate Justice

**SAMUEL G. GAERLAN**
Associate Justice

**RICARDO R. ROSARIO**
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.

**ESTELA M. PERLAS-BERNABE**
Senior Associate Justice
Chairperson

## 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.

**ALEXANDER G. GESMUNDO**
Chief Justice