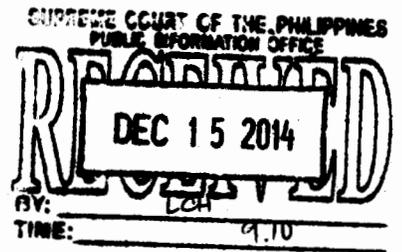




Republic of the Philippines  
Supreme Court  
Manila  
FIRST DIVISION



NOTICE

Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated November 17, 2014 which reads as follows:*

**“G.R. No. 214311 (Reynaldo S. Matugas v. C.F. Sharp Crew Management, Inc., Clause-Peter Offen Tankschiteederei and/or William S. Malaluan).** - The petitioner is hereby required to **SUBMIT** within five (5) days from notice hereof, a soft copy in compact disc, USB or e-mail containing the PDF file of the signed petition for review on certiorari and annexes pursuant to the Resolution dated February 25, 2014 in A.M. Nos. 10-3-7-SC and 11-9-4-SC; and the Court of Appeals is **DELETED** as party respondent in this case pursuant to Sec. 4, Rule 45, 1997 Rules of Civil Procedure, as amended.

After a judicious perusal of the records, the Court resolves to **DENY** the instant petition and **AFFIRM** the June 25, 2014 Decision<sup>1</sup> and September 9, 2014 Resolution<sup>2</sup> of the Court of Appeals (CA) in CA-G.R. SP No. 130041 for failure of Reynaldo S. Matugas (petitioner) to sufficiently show that the CA committed any reversible error in upholding the denial of his claim for disability benefits.

As correctly held by the CA, no grave abuse of discretion can be attributed to the National Labor Relations Commission in denying petitioner’s claim on the ground that he failed to comply with the required procedure under the POEA Standard Employment Contract. It is settled that illness is compensable only after a showing that it was suffered during the term of employment, and that petitioner submitted himself for medical

- over – two (2) pages .....

<sup>1</sup> Rollo, pp. 27-36. Penned by Associate Justice Remedios A. Salazar-Fernando with Associate Justices Apolinario D. Bruselas, Jr. and Manuel M. Barrios, concurring. (The last page of the CA Decision was not attached.)

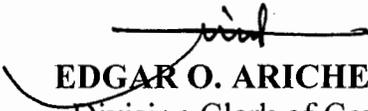
<sup>2</sup> Id. at 37-39.

examination within three (3) days from repatriation. Unfortunately, petitioner failed to comply with the foregoing requirements, as there was a considerable lapse of time from the date the contract expired on December 25, 2010, until he was diagnosed with *Bronchogenic Carcinoma* on May 18, 2012.

Moreover, findings of fact of the labor tribunals, as affirmed by the CA, are generally binding and conclusive upon the Court,<sup>3</sup> and are not to be disturbed unless they fall under the recognized exceptions,<sup>4</sup> which do not obtain in this case.

**SO ORDERED.” BERSAMIN, J.**, on official travel; **VELASCO, JR., J.**, acting member per S.O. No. 1870 dated November 4, 2014.

Very truly yours,

  
**EDGAR O. ARICHETA**  
Division Clerk of Court

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NCR Case No. 02-03493-12)

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SR

<sup>3</sup> *Acevedo v. Advanstar Company, Inc.*, 511 Phil. 279, 287 (2005).

<sup>4</sup> *Cirtek Employees Labor Union-Federation of Free Workers v. Cirtek Electronics, Inc.*, G.R. No. 190515, June 6, 2011, 650 SCRA 656, 660.