



Republic of the Philippines  
Supreme Court  
Manila

FIRST DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, First Division, issued a Resolution dated **December 2, 2020** which reads as follows:

**“G.R. No. 252659 – STAROCEAN MANNING PHILIPPINES, INC. and/or OCEAN BULK MARITIME S.A. and MA. LILLI MAY M. MADURO,\* petitioners, versus ROSENDO VISCA SATURNINO, respondent.**

Before the Court is a Petition for Review on *Certiorari*<sup>1</sup> under Rule 45 of the Rules of Court assailing the Decision<sup>2</sup> dated October 17, 2019 and Resolution<sup>3</sup> dated March 2, 2020 of the Court of Appeals (CA) in CA-G.R. SP No. 154964, which dismissed petitioners’ Rule 65 Petition for *Certiorari* (with Very Urgent Prayer for Issuance of a Temporary Restraining Order and/or Writ of Preliminary Injunction).

After a judicious review of the records, the Petition is denied for lack of merit.

Section 20(A)(4)<sup>4</sup> of the 2010 Philippine Overseas Employment Administration Standard Employment Contract (2010 POEA-SEC) provides for a disputable presumption of work-relatedness. The Court discussed this disputable presumption in the case of *Ventis Maritime Corporation v. Salenga*,<sup>5</sup> viz.:

- over – six (6) pages ...

9-C

\* Also “Malelli May M. Maduro” and “Ma. Lelli May M. Maduro” in some parts of the *rollo*.

<sup>1</sup> *Rollo*, pp. 3-45.

<sup>2</sup> *Id.* at 47-63. Penned by Associate Justice Nina G. Antonio-Valenzuela and concurred in by Associate Justices Ma. Luisa Quijano-Padilla and Louis P. Acosta.

<sup>3</sup> *Id.* at 65-66. Penned by Associate Justice Nina G. Antonio-Valenzuela and concurred in by Associate Justices Ramon C. Garcia and Louis P. Acosta.

<sup>4</sup> 2010 POEA-SEC, Sec. 20(A)(4) states: “Those illnesses not listed in Section 32 of this Contract are **disputably presumed as work-related.**” (Emphasis supplied)

<sup>5</sup> G.R. No. 238578, June 8, 2020.

The disputable presumption of work-relatedness provided in paragraph 4 above arises only if or when the seafarer suffers from an illness or injury during the term of the contract and the resulting disability is not listed in Section 32 of the POEA-SEC. That paragraph 4 above provides for a disputable presumption is because the injury or illness is suffered while working at the vessel. Thus, or stated differently, it is only when the illness or injury manifests itself during the voyage and the resulting disability is not listed in Section 32 of the POEA-SEC will the disputable presumption kick in. This is a reasonable reading inasmuch as, at the time the illness or injury manifests itself, the seafarer is in the vessel, that is, under the direct supervision and control of the employer, through the ship captain.<sup>6</sup> (Emphasis omitted)

As correctly and uniformly held in the rulings of the Labor Arbiter (LA), the National Labor Relations Commission (NLRC), and the CA, the disputable presumption of work-relatedness applies in this case. Since Rosendo Visca Saturnino (Saturnino) suffered an illness during the course of his employment with petitioners, this gives rise to the presumption that his illness is work-related. Significantly, there is also a uniform finding by the labor tribunals and the CA that there is a reasonable linkage between the nature of Saturnino's job and his illness.

Notwithstanding, petitioners contend that Saturnino should not be awarded total and permanent disability benefits because the company-designated physician found that Saturnino's illness was not work-related. However, the mere finding that the illness is not work-related is not automatically a valid medical assessment. As stated in *Orient Hope Agencies, Inc. v. Jara*,<sup>7</sup> there must be sufficient basis to support the assessment, viz.:

In *Monana v. MEC Global Shipmanagement and Manning Corp.*, this Court further stressed the overriding consideration that there must be sufficient basis to support the assessment:

Regardless of who the doctor is and his or her relation to the parties, the overriding consideration by both the Labor Arbiter and the National Labor Relations Commission should be that **the medical conclusions are based on (a) the symptoms and findings collated with medically acceptable diagnostic tools and methods, (b) reasonable professional inferences anchored on prevailing scientific findings expected to be**

- over -

9-C

---

<sup>6</sup> Id. at 9.

<sup>7</sup> G.R. No. 204307, June 6, 2018, 864 SCRA 428.

**known to the physician given his or her level of expertise, and (c) the submitted medical findings or synopsis, supported by plain English annotations that will allow the Labor Arbiter and the National Labor Relations Commission to make the proper evaluation. x x x**

Thus, this Court has previously disregarded the findings of company-designated physicians for being incomplete, doubtful, clearly biased in favor of an employer, or for lack of finality.<sup>8</sup> (Emphasis supplied; italics omitted)

Here, the records do not show that petitioners complied with the above requirements. As the CA correctly pointed out, petitioners did not adduce evidence supporting the assessment that Saturnino's illness was not work-related.<sup>9</sup> Thus, this unsupported finding of non-work-relatedness is an invalid medical assessment.

Jurisprudence provides that if the company-designated physician failed to provide a final and definite medical assessment within the required periods, the seafarer's condition shall be, by operation of law, characterized as total and permanent.<sup>10</sup> Considering that there was no valid medical assessment in the first place, the LA, NLRC, and CA were correct in ruling that Saturnino is entitled to total and permanent disability benefits by operation of law.

Nevertheless, the rulings must be modified to remove the invalid deductions made from the medical reimbursements awarded to Saturnino. The NLRC erroneously deducted the amount of ₱95,900.00 from the amount of medical reimbursements awarded to Saturnino,<sup>11</sup> and this ruling was affirmed by the CA.<sup>12</sup> Based on the NLRC decision, the amount of ₱95,900.00 pertains to the expenses "shouldered by the health care (HMO) and Philhealth."<sup>13</sup>

This deduction is against Section 20(A)(7) of the 2010 POEA-SEC, which states that:

**SECTION 20. COMPENSATION AND BENEFITS**

**A. COMPENSATION AND BENEFITS FOR INJURY OR ILLNESS**

- over -  
9-C

---

<sup>8</sup> Id. at 450-451.

<sup>9</sup> *Rollo*, p. 60.

<sup>10</sup> See *Ampo-on v. Reinier Pacific International Shipping, Inc.*, G.R. No. 240614, June 10, 2019.

<sup>11</sup> *Rollo*, p. 89.

<sup>12</sup> Id. at 63.

<sup>13</sup> Id. at 88.

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

7. It is understood and agreed that **the benefits mentioned above shall be separate and distinct from, and will be in addition to whatever benefits which the seafarer is entitled to under Philippine laws such as from the Social Security System, Overseas Workers Welfare Administration, Employees' Compensation Commission, **Philippine Health Insurance Corporation** [(Philhealth)] and Home Development Mutual Fund (Pag-IBIG Fund).** (Emphasis supplied)

Based on the above provision, the seafarer's benefits enumerated under Section 20(A) of the 2010 POEA-SEC — such as the cost of treatment and medical reimbursements being shouldered by the employer — are considered separate and distinct from, and will be in addition to whatever benefits the seafarer is entitled to under Philippine laws, including the benefits granted by Philhealth. Thus, the amount to be deducted from the award of medical reimbursement should be limited to the expenses shouldered by the HMO.

To summarize, Saturnino was awarded the following amounts by the LA: total and permanent disability benefits in the amount of US\$60,000.00, or its equivalent in Philippine Peso at the time of payment; sickness allowance of US\$4,000.00, or its equivalent in Philippine Peso at the time of payment; Medical Reimbursement of ₱637,402.00; and attorney's fees of 10% of the total monetary award. The NLRC affirmed the monetary awards but made two modifications: (1) it correctly deducted US\$5,000.00 — representing the amount given as financial assistance to Saturnino — from the amount of the total and permanent disability benefits; and (2) it incorrectly deducted from the Medical Reimbursement award the amount of benefits granted by Philhealth. The CA, in turn, affirmed the NLRC decision.

- over -

9-C



At this juncture, it bears stressing that, based on Rule VII, Section 14<sup>14</sup> *vis-à-vis* Rule XI, Section 4<sup>15</sup> of the 2011 NLRC Rules of Procedure, as amended, the NLRC's monetary awards already became final and executory despite the filing of a petition for *certiorari* with the CA, especially since the CA also dismissed the application for the issuance of a temporary restraining order and/or a writ of preliminary injunction. Thus, the running of the interest should be reckoned from the finality of the NLRC decision.

Thus, in accordance with prevailing jurisprudence,<sup>16</sup> if the NLRC decision has not yet been executed, the total monetary award therein shall be subject to an interest of 6% *per annum* from the finality of the NLRC decision until full payment.

By this Resolution, the Court also orders the return to Saturnino of the amount pertaining to the benefits granted by Philhealth, which was wrongfully deducted from the Medical Reimbursement award. This erroneously deducted amount and the additional amount of attorney's fees,<sup>17</sup> which constitute the remainder of the monetary award, shall likewise be subject to an interest of 6% *per annum* from the finality of this Resolution until full payment.

In light of the foregoing, the Court resolves to **DENY** the Petition for lack of merit and **AFFIRM** the Decision dated October 17, 2019 and Resolution dated March 2, 2020 of the Court of Appeals in CA-G.R. SP No. 154964, subject to the following **MODIFICATIONS**:

- over -  
9-C

<sup>14</sup> 2011 NLRC RULES OF PROCEDURE, Rule VII (Proceedings Before the Commission):

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.

(b) Entry of Judgment. – Upon the expiration of the ten (10) calendar day period provided in paragraph (a) of this Section, the decision, resolution, or order shall be entered in a book of entries of judgment.

In the absence of return cards, certifications from the post office or the courier authorized by the Commission or other proofs of service to the parties, the Executive Clerk or Deputy Executive Clerk shall consider the decision, resolution or order as final and executory after sixty (60) calendar days from date of mailing. (14a) (As amended by En Banc Resolution No. 05-14, Series of 2014.)

<sup>15</sup> *Id.*, Rule XI (Execution Proceedings):

SECTION 4. *Effect of Petition for Certiorari on Execution.* – A petition for *certiorari* with the Court of Appeals or the Supreme Court shall not stay the execution of the assailed decision unless a restraining order is issued by said courts.

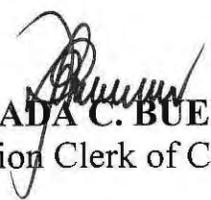
<sup>16</sup> *Nacar v. Gallery Frames*, 716 Phil. 267 (2013).

<sup>17</sup> To recall, the LA awarded Saturnino attorney's fees amounting to 10% of the total monetary award. Thus, an increase in the amount of Medical Reimbursement (corresponding to the amount wrongfully deducted therefrom) will have a corresponding increase in the amount of attorney's fees.

- 1) If the NLRC decision has not been executed yet, the amounts awarded therein in favor of respondent Rosendo Visca Saturnino should be subject to an interest of 6% *per annum* from finality of the NLRC decision until full satisfaction;
- 2) The Labor Arbiter is **DIRECTED** to compute the remainder of the monetary award, that is, the amount wrongfully deducted from the total monetary award and the corresponding increase in the amount of attorney's fees, in accordance with this Resolution; and
- 3) The remainder of the monetary award shall be subject to an interest of 6% *per annum* from the finality of this Resolution until full satisfaction.

**SO ORDERED.”**

**By authority of the Court:**

  
**LIBRADA C. BUENA**  
Division Clerk of Court

202123

by:

**MARIA TERESA B. SIBULO**  
Deputy Division Clerk of Court  
**9-C**

NOLASCO & ASSOCIATES  
LAW OFFICES  
Counsel for Petitioners  
Room 425 Padilla-Delos Reyes Building  
232 Juan Luna Street, Binondo, 1006 Manila

Public Information Office (x)  
Library Services (x)  
Supreme Court  
(For uploading pursuant to A.M.  
No. 12-7-1-SC)

Judgment Division (x)  
Supreme Court

Court of Appeals (x)  
Manila  
(CA-G.R. SP No. 154964)

Atty. Adelio Abillar  
Counsel for Respondent  
c/o MANORCO Maritime Consultancy  
404 FEADCO Building, Marquina cor.  
Dasmariñas Streets, Binondo, 1006 Manila

NATIONAL LABOR RELATIONS  
COMMISSION  
PPSTA Building, Banawe Street  
1100 Quezon City  
(NLRC LAC No. 11-000666-17)  
(NLRC NCR Case No. OFW [M]-04-05147  
-17)

UR

10/1

