



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, Second Division, issued a Resolution dated August 31, 2022 which reads as follows:

“G.R. No. 248450 (*Antonio Basa, petitioner v. RIELT Maritime, Inc./Shoei Kaiun Co. Ltd., and Maria Concepcion C. Torres, respondents*). — This Court resolves the Petition for Review on *Certiorari*,¹ seeking to reverse the following dispositions of the Court of Appeals (CA) in CA-G.R. SP Nos. 142901 and 142913:

1. Decision² dated September 11, 2018 affirming the decision of the National Labor Relations Commission (*NLRC*) which found Antonio A. Basa (*Basa*) entitled to permanent disability benefits; and
2. Resolution³ dated June 28, 2019 which denied the motion for reconsideration separately filed by Basa and Rielt Maritime Inc. (*Rielt*), in behalf of Shoei Kaiun Co. Ltd.

On October 16, 2012, Rielt hired Basa as Chief Cook on board the vessel “Merchant Three.”⁴ Basa’s contract was consistent with the provisions of the Philippine Overseas Employment Administration Standard Employment Contract (*POEA-SEC*) and All Japan Seamen’s Union Collective Bargaining Agreement (*CBA*).⁵ On October 21, 2012, Basa departed from the Philippines and boarded the vessel, Merchant Three.⁶

According to Basa, when he was walking toward the Crew’s Mess Hall, he tripped on the metal that was holding the steel chair and lost his balance, and his knee hit the stainless-steel part of the chair.⁷ Because of this incident, Basa felt severe pain on his knee and back. He even asked for pain relievers

¹ *Rollo*, pp. 29-38.

² Penned by Associate Justice Maria Elisa Sempio Diy, with Presiding Justice Romeo F. Barza and Associate Justice Ma. Luisa C. Quijano-Padilla, concurring; *id.* at 48-65.

³ *Id.* at 40-42.

⁴ *Id.* at 49.

⁵ Also known as IBF JSU/PSU-IMMAJ CA Effective from January 1st 2012 to December 31st 2014; *id.* at 72-75.

⁶ *Id.* at 49.

⁷ *Id.*

to help him manage his condition. He also requested for a medical check-up as soon as the vessel reached China.⁸

When Basa was in China, he was referred to a physician off shore by the Master of the vessel. Thereat, the doctor noted that Basa's left crus was in pain that radiated to his left knee and vertebra lumbalis. Said physician suggested that Basa be subjected to further medical treatment.⁹

On August 5, 2013, the Master of the vessel issued a Report which narrated that "the cause of his complaint according to him was that he was out-balanced when he got up from a chair at Crew's Mess Hall (sic) and one of his legs hit a hard part of the chair." He further stated that "As you can read/see it in his Doctor's Report, there's no further reporting needed of his situation."¹⁰

Subsequently, Basa was sent home to the Philippines and he was immediately referred to Metropolitan Hospital in Manila and subjected to several medical procedures. He was also made to undergo physical therapy sessions.¹¹

On January 2, 2014, the company-designated physician issued a Medical Report, where Basa was given a disability grading of Grade 8 (back) – loss of two-thirds lifting power of the trunk and Grade 10 (knee) – stretching of knee ligaments.¹² The pertinent portion of the report reads:

x x x x

Case of a 49 y/o male with L5-S1, Spondylolisthesis; Osteoarthritis, Left Knee; Left Medial and Lateral Meniscus Tear; S/P Arthroscopic Partial Meniscectomy, Debridement and Washout, Left Knee on October 15, 2013; S/P Posterior Decompression, Laminectomy, Instrumented Fusion with Bone-Grafting, L5-S1 on December 2, 2013.

If patient is entitled to a disability, his suggested disability gradings are Grade 8 (back) – loss of 2/3 lifting power of the trunk and Grade 10 (knee) – stretching of knee ligaments.¹³

Basa still continued with his therapy and rehabilitation treatment until July 31, 2014 when Rielt withheld further medical aid.¹⁴

⁸ Id. at 50.

⁹ Id.

¹⁰ Id.

¹¹ Id.

¹² Id. at 51.

¹³ Id. at 60-61.

¹⁴ Id. at 51.

Given his condition, Basa filed a complaint for payment of sickness allowance, permanent and total disability compensation, damages, and attorney's fees before the Labor Arbiter (*LA*).¹⁵

After due proceedings, the LA issued a March 26, 2015 Decision, the decretal portion of which states:

WHEREFORE, premises considered, judgment is hereby rendered ORDERING Respondents RIELT MARITIME, INC. and SHOEI KAIUN, CO. LTD to pay SOLIDARILY the COMPLAINANT, as follows: (a) his PARTIAL DISABILITY BENEFITS in the amount of TWENTY-SIX THOUSAND EIGHT HUNDRED SEVENTY U.S. DOLLARS (US\$26,870), and (b) 10% ATTORNEY'S FEES in the amount of TWO THOUSAND SIX HUNDRED EIGHTY-SEVEN U.S. DOLLARS (US\$2,687), or the equivalent to Philippine currency on actual payment of the said amounts.

SO ORDERED.¹⁶

Undaunted, Basa appealed to the NLRC seeking higher disability benefits for incurring an injury as a result of an accident in the amount of US\$124,000.00 in accordance with the CBA.

Similarly, Rielt filed its appeal, seeking a reversal of the LA's disposition.

In a Decision dated July 24, 2015, the NLRC set aside the disposition of the LA, and ruled as follows:

WHEREFORE, premised on the foregoing considerations, the Decision appealed from is hereby REVERSED and SET ASIDE.

Consequently, a new one is entered ordering the respondents to pay complainant permanent disability benefits in the amount of US\$60,000.00 or its peso equivalent at the time of payment plus ten percent (10%) attorney's fees.

Other claims are hereby DISMISSED for lack of legal and factual basis.

SO ORDERED.¹⁷

Basa and Rielt both went to the CA on Petition for *Certiorari*. In a Decision dated September 11, 2018, the CA denied both petitions. It explained that Basa is entitled to permanent disability, considering that his sickness went

¹⁵ Id.

¹⁶ Id. at 52.

¹⁷ Id.

physician failed to issue a final and definite assessment of Basa's fitness or unfitness to resume his duties.¹⁸ As regards Basa's claim that his condition resulted from an accident, the CA stated that there was no proof that Basa met an accident or that he met an unintended and unforeseen injurious occurrence while on board the vessel. The CA added that Basa's reliance on the narration of incident by the Master of the vessel was misplaced considering that the account was based solely on Basa's allegation, thus, preceded by the words "according to him." The CA concluded that without any evidence to support Basa's claim of injury as a result of an accident, he cannot claim for higher disability benefits under the CBA.¹⁹

The contending parties separately moved to reconsider but the CA denied both motions in a Resolution dated June 28, 2019.

Unfazed, Basa filed the present petition insisting that he is entitled to an accident disability compensation under the CBA.

The petition lacks merit.

Going over the arguments presented by petitioner, it is clear that he is asking this Court to revisit and assess anew the factual findings of the CA, as well as the labor tribunals, that his illness was caused by an accident, thus, covered by the CBA. Petitioner is essentially challenging the evaluation made by the NLRC, as affirmed by the CA, that the evidence submitted does not support his claim of accident disability compensation. Simply put, he wants this Court to sift through the records and assess once more the probative value of the evidence presented and pass upon the issue of his entitlement to accidental total and permanent benefits under the CBA in force at the time of his employment. Clearly, this is a factual inquiry, the determination of which is the statutory function of the NLRC.²⁰

Elementary is the principle that this Court is not a trier of facts, and this applies with greater force in labor cases; only errors of law are generally reviewed in petitions for review on *certiorari* criticizing decisions of the CA. Factual questions are for the labor tribunal to resolve.²¹ Moreover, findings of fact of quasi-judicial bodies like the NLRC, as affirmed by the CA, are generally conclusive on this Court.²² Accordingly, the instant petition must be dismissed outright as it raises a question of fact. Even if we entertain the instant petition, the same would still be denied.

¹⁸ Id. at 63.

¹⁹ Id. at 64.

²⁰ *Jose John Guerrero v. Philippine Transmarine Carriers, Inc., et al.*, 841 Phil. 407 (2018).

²¹ *Alfaro v. Court of Appeals*, 416 Phil. 310, 318 (2001).

²² *Acevedo v. Advanstar Company, Inc.*, 511 Phil. 279, 287 (2005).

We quote with approval the findings of the CA in this wise:

x x x Basa submits that he is entitled to the benefits under the CBA between him and Rielt.

Article 27.1 of the CBA reads:

27.1 A seafarer who suffers permanent disability as a result of an accident whilst in the employment of the Company regardless of fault, including accidents occurring while travelling to or from the ship, and whose ability to work as a seafarer is reduced as a result thereof, but excluding permanent disability due to willful acts, shall in addition to sick pay, be entitled to compensation according to the provisions of this Agreement.

x x x x

To be entitled to the compensation under Section 27.1 of the CBA, a seafarer must suffer permanent disability as a result of an accident. However, in the instant dispute, there is no proof that Basa met an accident or that he met an unintended and unforeseen injurious occurrence while on board the vessel.

Basa contends that the occurrence of the accident is evidenced by the Master's Report dated August 5, 2013, which states the following:

Master's report:

When we were at Tangcheng off port anchorage last July 15 to 21, 2013, doing a rush-rush hold cleaning work that almost all crew got involved except the Chief Cook who just make [sic] some snack for night overtime workers; the Chief Cook complained that the pain on his knee seems more painful and he seek [sic] medical check-up; had told him that once we got alongside at Basuo, China, asked [sic] 2nd Mate to make you a TO DOCTOR Form in order that you can be medically check-up [sic] thereat upon docking and that's what occurred.

The cause of his complain according to him was that he was out-balanced when he got up from a chair at Crew's [Mess Hall] and one of his leg[s] hit a hard part of the chair; and after that, he just asked several times f[ro]m 2nd mate some pain reliever like vicks vaporub, linement [sic] and or sort of SALONPAS type that he put it in several part [sic] of his legs. One time, 2nd mate gave him a paracetamol for pain relief.

Rgds/Master

However, as may be observed from the aforecited report, the narration of the incident was solely based on the allegations of Basa, hence preceded by the words "according to him". Consequently, We find that Basa's claim that his permanent disability was a result of an accident is unsupported by substantial evidence.²³

²³ *Rollo*, pp. 25-26.

Clearly, petitioner failed to identify any error committed by the CA in finding that the NLRC did not commit grave abuse of discretion when it issued its resolutions.

The term “accident” was defined in *NFD Int’l. Manning Agents, Inc./Barber Ship Mgmt. Ltd. v. Illescas*,²⁴ as follows:

Black’s Law Dictionary defines “accident” as “[a]n unintended and unforeseen injurious occurrence; something that does not occur in the usual course of events or that could not be reasonably anticipated, x x x [a]n unforeseen and injurious occurrence not attributable to mistake, negligence, neglect or misconduct.”

The Philippine Law Dictionary defines the word “accident” as “[t]hat which happens by chance or fortuitously, without intention and design, and which is unexpected, unusual and unforeseen.”

“Accident,” in its commonly accepted meaning, or in its ordinary sense, has been defined as:

[A] fortuitous circumstance, event, or happening, an event happening without any human agency, or if happening wholly or partly through human agency, an event which under the circumstances is unusual and unexpected by the person to whom it happens x x x.

The word may be employed as denoting a calamity, casualty, catastrophe, disaster, an undesirable or unfortunate happening; any unexpected personal injury resulting from any unlooked for mishap or occurrence; any unpleasant or unfortunate occurrence, that causes injury, loss, suffering or death; some untoward occurrence aside from the usual course of events.”²⁵ (Emphases and underscoring in the original)

Here, the initial Medical Report issued by the company-designated physician stated that petitioner complained of left knee pain, low back pain, and difficulty in walking. Notably, petitioner did not report any accident or informed the company-designated physician that his illness was due to an accident. Eventually, he was diagnosed with Spondylolisthesis and Osteoarthritis, both considered degenerative diseases that occur due to biological aging and the bodies’ wearing off after time.²⁶ In short, these diseases usually develop gradually over many months or years and deformities in the joints and ligaments do not arise with just a single incident of trauma.

Also, the labor tribunals and the CA unanimously concluded that petitioner’s injury was not caused by an accident. Observably, except for a notation made in the Master’s Report dated August 5, 2013 where petitioner claimed to have been out-balanced and hit a hard part of a chair, there was no

²⁴ 646 Phil. 244 (2010).

²⁵ Id. at 260. (Citations omitted)

²⁶ *Rollo*, p. 57.

Also, the labor tribunals and the CA unanimously concluded that petitioner's injury was not caused by an accident. Observably, except for a notation made in the Master's Report dated August 5, 2013 where petitioner claimed to have been out-balanced and hit a hard part of a chair, there was no other evidence presented that he indeed figured in an accident. In labor cases, the quantum of proof required is substantial evidence, which only entails evidence to support a conclusion, even if other minds, equally reasonable, might conceivably opine otherwise.²⁷ Self-serving and unsubstantiated declarations are insufficient to establish a case before quasi-judicial bodies.²⁸

Here, Our ruling in *Island Overseas Transport Corp. v. Beja*²⁹ applies, as similarly, the seafarer therein claimed that his knee injury was a result of an accident but failed to present evidence to support his allegation:

We, however, note that Beja has not presented any proof of his allegation that he met an accident on board the vessel. There was no single evidence to show that Beja was injured due to an accident while doing his duties in the vessel. No accident report existed nor any medical report issued indicating that he met an accident while on board. Beja's claim was simply based on pure allegations.³⁰

Given the fact that petitioner's knee injury was not caused by an accident, his disability benefits should be based on the provisions of the POEA-SEC and not the CBA. This, the CA correctly pronounced.

We note that in the absence of showing of bad faith on the part of Maria Concepcion C. Torres, she cannot be held solidarily liable for the payment of disability benefits to petitioner.

We likewise uphold the award of attorney's fees in favor of petitioner who was compelled to litigate in order to recover the benefits he is entitled to.

In addition to the benefits provided under the POEA-SEC, petitioner is entitled to 6% interest per *annum* from the finality of this Resolution until full payment pursuant to *Nacar v. Gallery Frames*.³¹

FOR THESE REASONS, the petition is **DISMISSED**. The Decision dated September 11, 2018 and the Resolution dated June 28, 2019 of the Court of Appeals in CA-G.R. SP Nos. 142901 and 142913 are **AFFIRMED**. Respondents RIELT Maritime, Inc. and Shoen Kaiun Co. Ltd. are **ORDERED** to **PAY** solidarily, petitioner Antonio Basa permanent disability benefits in

²⁷ *JR Hauling Services and Oscar Mapue v. Gavino Solamo, et al.*, G.R. No. 214294, September 30, 2020.

²⁸ See *Bright Maritime Corporation v. Racela*, G.R. No. 239390, June 3, 2019.

²⁹ 774 Phil. 332 (2015).

³⁰ *Id.* at 343.

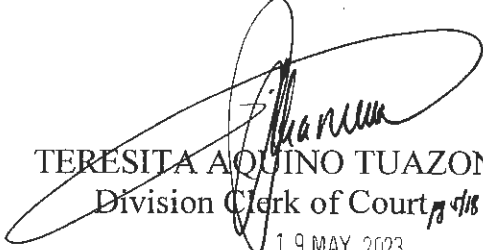
³¹ 716 Phil. 267 (2013).

the amount of US\$60,000.00 or its peso equivalent at the time of payment plus ten percent (10%) attorney's fees.

The monetary awards shall earn six percent (6%) interest per *annum* from the finality of this Resolution until full payment.

SO ORDERED."

By authority of the Court:


TERESITA AQUINO TUAZON
Division Clerk of Court *7/18*
19 MAY 2023

N.L. TAGUFA LAW OFFICE (reg)
Counsel for Petitioner
1775 Laong Laan St.
Sampaloc, Manila

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

NATIONAL LABOR RELATIONS
COMMISSION (reg)
PPSTA Building, Banawe St. cor. Quezon Ave.
1100 Quezon City
(NLRC NCR Case No. [M] 08-09716-14;
NLRC LAC No. 06-000469-15)

JUDGMENT DIVISION (x)
Supreme Court, Manila

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PHILIPPINE JUDICIAL ACADEMY (x)
Supreme Court, Manila

COURT OF APPEALS (x)
Ma. Orosa Street
Ermita, 1000 Manila
CA-G.R. SP Nos. 142901 & 142913

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