



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 13, 2023**, which reads as follows:

“G.R. No. 267612 (*Magsaysay Maritime Corp. and Princess Cruise Lines, Ltd. [A Bermuda Company] v. Rey Z. Mercado*). – At the outset, the Court **GRANTS** the Motion for Extension of Time to File Petition for Review on *Certiorari*<sup>1</sup> filed by petitioners Magsaysay Maritime Corp. and Princess Cruise Lines, Ltd. (petitioners), praying for an extension of thirty (30) days from the expiration of the reglementary period within which to file their Petition for Review on *Certiorari* (Petition).<sup>2</sup>

After a judicious review of the case, the Court resolves to **DENY** the present Petition and **AFFIRM WITH MODIFICATION** the Decision<sup>3</sup> dated 28 November 2022 and Resolution<sup>4</sup> dated 01 June 2023 of the Court of Appeals (CA) in CA G.R. SP No. 171001. Whether an illness is work-related is one of fact and is, therefore, beyond the ambit of the Court’s jurisdiction in a Petition for Review on *Certiorari*.<sup>5</sup> Absent any exceptional circumstances, the Court will not go over the evidence presented below to ascertain if they were appreciated and weighed correctly, especially when the CA and the Regional Conciliation and Mediation Board – MIMAROPA Branch were one in their findings and conclusions.<sup>6</sup> Petitioners failed to show any such cogent reason.

Further, petitioners cite medical reports supposedly issued by the

<sup>1</sup> Rollo, pp. 3-14.

<sup>2</sup> *Id.* at 70-91.

<sup>3</sup> *Id.* at 102-150. Penned by Associate Justice Rex Bernardo L. Pascual and concurred in by Associate Justices Myra V. Garcia-Fernandez and Tita Marilyn B. Payoyo-Villordon.

<sup>4</sup> *Id.* at 151-153. Penned by Associate Justice Rex Bernardo L. Pascual and concurred in by Associate Justices Myra V. Garcia-Fernandez and Tita Marilyn B. Payoyo-Villordon.

<sup>5</sup> *OSG Ship Management Manila, Inc. v. Monje*, 820 Phil. 142, 150 (2017).

<sup>6</sup> See *Arrivas v. Bacotoc*, 891 Phil. 277 (2020).

company-designated physician, claiming that these were final and conclusive. However, these reports, as well as the Certificate of Non-Work Relation, were not attached to the petition. Section 4 (d), Rule 45 of the Rules of Court states that the petition must be accompanied by "such material portions of the record as would support the petition." Failure to comply with any of the requirements under Rule 45 of the Rules of Court renders the petition dismissible.<sup>7</sup>

In any event, the CA correctly held that respondent is entitled to total and permanent disability compensation. As aptly observed by the CA, respondent only experienced his symptoms while on board the vessel working for long hours. He was also required to work despite his symptoms. Thus, his working conditions certainly contributed to or aggravated his illness, making his illness work-related.<sup>8</sup>

Moreover, for petitioners' failure to provide a conclusive medical report and to inform respondent of his medical assessment within the prescribed period, the disability grading is deemed total and permanent by operation of law.<sup>9</sup>

A final, conclusive, and definite assessment must clearly state whether the seafarer is fit to work or the exact disability rating, or whether such illness is work-related, and without any further condition or treatment.<sup>10</sup> An assessment merely stating that the illness of a seafarer is not work-related, such as that in the present case, cannot be considered valid and final.<sup>11</sup> Based on the excerpts quoted in the petition, the medical reports did not state whether respondent was fit to work or his exact disability rating. There was also no description on the current medical condition of respondent, other than a general statement that his illness was not work-related. Moreover, even after the Certificate of Non-Work Relation was issued, respondent continuously receive check-ups and treatments for his condition.

It is also undisputed that respondent was not timely furnished copies of his medical assessments. This omission supports the treatment of respondent's disability as permanent and total.<sup>12</sup>

The award of US\$60,000.00 as total and permanent disability benefits is consistent with Sections 32 and 32-A of the 2010 Philippine Overseas

<sup>7</sup> RULES OF COURT, Rule 45, Secs. 1 and 4 (e) in relation to Sec. 5.

<sup>8</sup> *Manansala v. Marlow Navigation Phits., Inc.*, 817 Phil. 84 (2017).

<sup>9</sup> *Reyes v. Magsaysay Mitsui Osk Marine, Inc.*, G.R. No. 209756, 14 June 2021.

<sup>10</sup> *Corcoro, Jr. v. Magsaysay Mol Marine, Inc.*, 879 Phil. 369, 381 (2020).

<sup>11</sup> *Corcoro, Jr. v. Magsaysay Mol Marine, Inc.*, 879 Phil. 369, 382 (2020).

<sup>12</sup> *Reyes v. Magsaysay Mitsui Osk Marine, Inc.*, G.R. No. 209756, 14 June 2021.

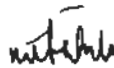
Employment Administration Standard Employment Contract (POEA-SEC).<sup>13</sup> The cited Collective Bargaining Agreement benefits do not apply as these only pertain to permanent disability resulting from an accident.<sup>14</sup> Moreover, the award of sickness allowance is consistent with Section 20 (A) (3) of the 2010 POEA-SEC, which provides for the grant of sickness allowance equivalent to the seafarer's basic wage computed from the time he signed off until he is declared fit to work, or for a maximum of 120 days. The grant of attorney's fees is also justified under Article 2208 of the Civil Code, allowing the recovery of such fees in actions for indemnity under the workmen's compensation and employer's liability laws. Respondent was clearly compelled to litigate to enforce what was rightfully due him.

Nonetheless, pursuant to *Nacar v. Gallery Frames*,<sup>15</sup> the CA Decision must be modified to include legal interest at six percent (6%) per *annum* on the total monetary award, from the date of finality of the Resolution until full payment.

**WHEREFORE**, the petition is hereby **DENIED**. The Decision dated 28 November 2022 and Resolution dated 01 June 2023 of the Court of Appeals in CA G.R. SP No. 171001 are **AFFIRMED WITH MODIFICATION** in that legal interest at the rate of six percent (6%) per *annum* is imposed on the total monetary awards in favor of respondent Rey Z. Mercado from the date of finality of this Resolution until full payment.

**SO ORDERED.”**

By authority of the Court:

  
**MARIA TERESA B. SIBULO**  
Division Clerk of Court *propo*

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<sup>13</sup> *Wenceslao v. C.F. Sharp Crew Management, Inc.*, G.R. No. 253191, 14 May 2021.

<sup>14</sup> *Rollo*, p. 39.

<sup>15</sup> 716 Phil. 267 (2013).

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