



Republic of the Philippines  
**Supreme Court**  
 Baguio City

**FIRST DIVISION**

**SOLITO C. AMORES, JR.,**  
 Petitioner,

**G.R. No. 254186**

Present:

- versus -

**GESMUNDO, C.J.,** *Chairperson,*  
**HERNANDO,**  
**ZALAMEDA,**  
**ROSARIO, and**  
**MARQUEZ, JJ.**

**GOLDROUTE MARITIME INC.,**  
 Respondent.

**Promulgated:**

**APR 17 2024**

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**DECISION**

**HERNANDO, J.:**

This Petition for Review on *Certiorari*<sup>1</sup> seeks to reverse and set aside the Decision<sup>2</sup> and the Resolution<sup>3</sup> of the Court of Appeals (CA) in CA-G.R. SP No. 146946. The CA reversed and set aside the Decision<sup>4</sup> of the Panel of Voluntary Arbitrators which granted the claim of petitioner Solito C. Amores, Jr. for total and permanent disability benefits.

<sup>1</sup> *Rollo*, pp. 11-49.

<sup>2</sup> *Id.* at 78-90. The September 4, 2019 Decision in CA-G.R. SP No. 146946 was penned by Associate Justice Maria Filomena D. Singh (now a Member of the Court) and concurred in by Associate Justices Jhosep Y. Lopez (now a Member of the Court) and Louis P. Acosta of the Special Fifteen Division, Court of Appeals, Manila.

<sup>3</sup> *Id.* at 51-56. The November 3, 2020 Resolution in CA-G.R. SP No. 146946 was penned by Associate Justice Maria Filomena D. Singh (now a member of the Court) and concurred in by Associate Justices Jhosep Y. Lopez (now a member of the Court) and Louis P. Acosta of the Former Special Fifteen Division, Court of Appeals, Manila.

<sup>4</sup> *Id.* at 219-224.

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The facts of the case are as follows:

On March 28, 2015, petitioner entered into a Contract of Employment<sup>5</sup> with Goldroute Maritime Inc. on behalf of its principal, Kyowa Kisen Co. Ltd., to work as an oiler on board the vessel “Kanoura” for a period of nine months. Petitioner was declared fit for sea duty upon undergoing the mandatory pre-employment medical examination (PEME).<sup>6</sup>

During the effectivity of his contract, or sometime in October 2015, petitioner experienced chest pains and shortness of breath. Before he can even report his medical condition to the ship Captain, the latter informed him that he would be sent home. When petitioner inquired as to the reason for his repatriation prior to the expiration of his contract, the Captain merely told him that it was respondent company’s order to send him home. On October 18, 2015, petitioner, along with two other seafarers, was repatriated to the Philippines.<sup>7</sup>

On October 19, 2015, petitioner immediately reported to respondent’s office where he was informed that he will be transferred to another vessel and to wait for advice regarding his next deployment. Petitioner requested for a post-employment medical examination as he was still experiencing intermittent chest pains but he was told to see his own private doctor.<sup>8</sup> Thus, on October 20, 2015, petitioner consulted with Dr. Rogelio M. Ramirez (Dr. Ramirez) who prescribed some medications for his chest pains and advised him to undergo further medical examinations such as electrocardiogram and treadmill stress test.<sup>9</sup>

On December 5, 2015, respondent informed petitioner of his line up for deployment and advised him to undergo PEME. On December 15, 2015, petitioner was examined by respondent’s company-designated physician, Dr. Ramon M. Guzman (Dr. Guzman). After laboratory tests and physical examination, petitioner was found to be suffering from *Hypertension, Controlled, T/C Ischemic Heart for Work-Up and Possible Angiography*. Consequently, petitioner was declared unfit for sea duty.<sup>10</sup>

On December 28, 2016, petitioner underwent cardiovascular evaluation at the PMP Diagnostic Center, Inc. Dr. Ana Ma. Luisa Javier (Dr. Javier), the company-designated Cardiologist who examined petitioner made the following findings:

ASSESSMENT: Hypertensive cardiovascular disease to rule out Atherosclerotic Heart Disease

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<sup>5</sup> RTC records, p. 164.

<sup>6</sup> *Id.* at 163.

<sup>7</sup> *Rollo*, pp. 16–17.

<sup>8</sup> *Id.* at 17.

<sup>9</sup> RTC records, p. 165.

<sup>10</sup> *Id.* at 167.

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He underwent Stress Echo last Dec. 17, 2015 with abnormal result . . .<sup>11</sup>

Dr. Javier then suggested that petitioner undergo a CT Angiogram of the coronary artery to verify the initial finding and thereafter, to go back for follow up. The cardiologist explained to the petitioner the need for another test.<sup>12</sup>

On January 8, 2016, petitioner requested for a grievance meeting with respondent to resolve the issue, however, the parties failed to reach a settlement. This prompted petitioner to file a Notice to Arbitrate before the Regional Conciliation and Mediation Board – National Capital Region, (RCMB-NCR) of the Department of Labor and Employment. The dispute was submitted for voluntary arbitration.<sup>13</sup>

Petitioner argued that his illness – hypertensive cardiovascular is work-related. Thus, he is entitled to full disability benefits, sickness allowance, moral and exemplary damages, and attorney's fees.<sup>14</sup>

For its part, respondent countered that the case was prematurely filed since there was yet no definite medical basis to support petitioner's claim for full disability benefits given that he was still advised by Dr. Guzman and Dr. Javier to undergo further tests to determine the gravity of his condition.<sup>15</sup>

#### *Ruling of the Panel of Voluntary Arbitrators*

In a Decision<sup>16</sup> dated May 10, 2016, the Panel of Voluntary Arbitrators (PVA) ruled in favor of petitioner. The *fallo* thereof reads:

**WHEREFORE, PREMISES CONSIDERED,** decision is hereby rendered DECLARING Solito C. Amores, Jr. to be permanently and totally disabled and ORDERING Goldroute Maritime, Inc. to pay Solito C. Amores, Jr. his disability benefits under POEA-SEC in the amount of [USD] 60,000.00; Sickness Allowance of [USD] 2,416.00 and 10% attorney's fees computed based on the total award, all at their peso equivalent at the time of actual payment.

All other claims are dismissed for lack of merit.

**SO ORDERED.**<sup>17</sup> (Emphasis in the original)

<sup>11</sup> *Rollo*, p. 81.

<sup>12</sup> RTC records, p. 168.

<sup>13</sup> *Rollo*, p. 81.

<sup>14</sup> *Id.*

<sup>15</sup> *Id.* at 82.

<sup>16</sup> *Id.* at 219–224. The May 10, 2016 Decision in MVA-028-RCMB-NCR-020-03-02-2016 was issued by AVA Jesus S. Silo, AVA Gregorio C. Biales, Jr. and AVA Hector L Hilofeña of the National Conciliation and Mediation Board - National Capital Region.

<sup>17</sup> *Id.* at 224.

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The PVA held that petitioner's illness is work-related as petitioner showed no signs and symptoms of cardiovascular disease and experienced chest pains only after being subjected to strenuous physical activities and hard manual labor onboard, coupled with the consumption of the vessel's regular food provisions which consist of frozen meat, processed meat, and canned goods, and for regularly drinking desalinated water. The PVA stressed that petitioner was declared fit for sea duties prior to embarkation.<sup>18</sup> Besides, cardiovascular illnesses are occupational diseases listed under Section 32-A, paragraph 11 of the Philippine Overseas Employment Administration-Standard Employment Contract (POEA-SEC), thus, compensable.<sup>19</sup>

Respondent's motion for reconsideration was denied by the PVA in a Resolution dated July 5, 2016.<sup>20</sup>

Unsatisfied, respondent elevated the case to the CA in a Petition for Review under Rule 43 of the Rules of Court.

#### *Ruling of the Court of Appeals*

In its assailed Decision, the CA reversed the PVA, and found petitioner not entitled to total and permanent disability benefits. It agreed with respondent that petitioner's claim was premature because he had yet to comply with the recommendation of the company-designated physician to undergo further medical tests. The CA observed that petitioner filed his claim before the expiration of the 120-day period, and before the company-designated physician, or even the cardiologist, could determine the final disability rating.

The appellate court likewise noted that the company-designated physician's conclusion as to petitioner's unfitness for sea duty in the December 15, 2015 Medical Examination Report for Seafarers is merely an interim assessment as it was issued only pursuant to the PEME undergone by petitioner, which is a pre-employment requirement. Given that there was no actual and final determination of petitioner's medical condition, there can be no intelligent assessment of his disability rating. As such, petitioner has not yet acquired a cause of action when he filed a claim for total and permanent disability benefits.

The CA, however, awarded sickness allowance in favor of petitioner, but only from the time he was repatriated to the Philippines on October 18, 2015 until the day that he filed a claim for total and permanent disability benefits. It explained that when petitioner filed his claim with the RCMB-NCR, he is deemed to have abandoned his claim for sickness wages.

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<sup>18</sup> *Id.* at 223.

<sup>19</sup> *Id.* at 222.

<sup>20</sup> *Id.*

Finally, the appellate court rejected petitioner's prayer for attorney's fees given that respondent was well within its right to deny his claim for total and permanent disability benefits.

The dispositive portion of the CA Decision reads:

**WHEREFORE**, the Petition for Review is **GRANTED**. The Decision of the Panel of Voluntary Arbitrators of the National Conciliation and Mediation Board in MVA-028-RCMB-NCR-020-03-02-2016 dated 10 May 2016, is **REVERSED**. The Court sets aside the award of total and permanent disability benefits to Solito C. Amores, Jr. in the amount of USD60,000.00. With respect to the payment of sickness allowance, the amount shall be equivalent to the basic wage of Solito C. Amores, Jr., as stated in his Contract of Employment, computed from the date of his repatriation to the Philippines on 18 October 2015 until the day that he filed his claim with the Regional Conciliation and Mediation Board – National Capital Region. The award of attorney's fees is likewise set aside.

**SO ORDERED.**<sup>21</sup> (Emphasis in the original)

Petitioner moved for reconsideration which was denied in a Resolution dated November 3, 2020.

Undaunted, petitioner filed before this Court a Petition for Review on *Certiorari*<sup>22</sup> under Rule 45 of the Rules of Court.

Citing the case of *Dionio v. ND Shipping Agency and Allied Services, Inc. (Dionio)*,<sup>23</sup> petitioner argues that respondent is liable to pay him total and permanent disability benefits for its failure to refer and subject him to post-employment medical examination upon repatriation, despite his request therefor.<sup>24</sup> According to petitioner, respondent's failure to comply thereto resulted in the absence of a proper medical assessment on his fitness for sea duty or degree of disability within the periods prescribed by law which entitles him to total and permanent disability benefits by operation of law.<sup>25</sup>

Petitioner also avers that his claim for total and permanent disability benefits is not premature notwithstanding that the same was made within 120 days and before the company doctors could determine his final disability rating since the period of 120/240-day rule within which the company doctor may issue a final disability assessment does not apply if the seafarer was not referred to a company-designated physician for post-employment medical examination.<sup>26</sup> In view of respondent's refusal to refer petitioner to a company-

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<sup>21</sup> *Id.* at 89–90.

<sup>22</sup> *Id.* at 11–49.

<sup>23</sup> 838 Phil. 953, 965 (2018) [Per J. Gesmundo, Third Division].

<sup>24</sup> *Rollo*, p. 21.

<sup>25</sup> *Id.* at 26.

<sup>26</sup> *Id.* at 30.

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designated physician after his repatriation, there is no way to determine the reckoning period of the 120/240-day period.<sup>27</sup>

Even assuming that the December 15, 2015 medical report was merely an interim assessment of petitioner's medical condition, the filing of claims for disability benefits before the expiration of the 120/240-day period cannot be considered premature since his medical condition and disability is expected to exist even beyond the statutory periods because his heart condition remained untreated.<sup>28</sup>

Given that the company-designated physician has declared petitioner unfit for sea duty in the December 15, 2015 medical report, and considering that respondent did not dispute the said assessment, the same binds respondent regardless of whether or not it is a mere interim determination of his medical condition.<sup>29</sup>

In a Resolution<sup>30</sup> dated February 8, 2021, the Court denied the petition for failure of petitioner to sufficiently show that the appellate court committed any reversible error in the challenged decision and resolution as to warrant the Court's exercise of its discretionary appellate jurisdiction, and on the ground of invalid verification and certification of non-forum shopping.

Unrelenting, petitioner moved for reconsideration which the Court granted in a Resolution<sup>31</sup> dated February 14, 2022. Accordingly, the petition was reinstated and respondent was directed to file its Comment within a non-extendible period of 30 days.

In its Comment<sup>32</sup> dated July 11, 2022, respondent argues that the procedural defect committed by petitioner in his petition — defective verification and certification of non-forum shopping, as the same was signed by petitioner's counsel without proper authority, renders it as an unsigned pleading, and thus produces no legal effect.<sup>33</sup> According to respondent, petitioner did not present a valid excuse to justify the relaxation of the rules.

Moreover, respondent counters that petitioner raises issues that would require an examination of the records and that the Court cannot entertain questions of fact. Respondent avers that petitioner's claims are unsupported by evidence. It denies any knowledge of petitioner's alleged medical issues while

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<sup>27</sup> *Id.*

<sup>28</sup> *Id.* at 32.

<sup>29</sup> *Id.* at 33.

<sup>30</sup> *Id.* at 274-A-274-B.

<sup>31</sup> *Id.* at 312.

<sup>32</sup> *Id.* at 321-344.

<sup>33</sup> *Id.* at 326.

on board the vessel. Neither did he ask for a post-medical examination when he arrived in the Philippines. Thus, said claims are unsupported by evidence.<sup>34</sup> Further, petitioner's failure to report to respondent his supposed treatment by a private doctor casts doubt on the truthfulness of his allegation.<sup>35</sup>

In addition, respondent maintains that petitioner's disability claim was premature and is tantamount to an abandonment of the required medical treatment under the POEA-SEC.<sup>36</sup> Respondent points out that instead of undergoing a CT Angiogram as advised by the company-designated Cardiologist, Dr. Javier, petitioner filed a claim for disability benefits. While it is true that petitioner was declared unfit to work, there was yet no declaration of his disability, whether permanent or otherwise, as respondent was still trying to determine the cause of his unfitness for sea duty, particularly, whether it was work-related or not. However, petitioner opted to file for disability benefits claim and did not give the company-designated physician the opportunity to determine the true state of his health. Given this, respondent argues that petitioner should be held guilty of medical abandonment for his refusal to undergo further medical testing. Thus, he had no cause of action against respondent to begin with.<sup>37</sup>

#### *Issue*

In a nutshell, the main issue in this case is whether petitioner is entitled to total and permanent disability benefits.

#### *Our Ruling*

We rule in the negative.

Petitioner chiefly argues that respondent's failure to provide him with the mandatory post-employment examination resulted in his entitlement to total and permanent disability benefits by operation of law. On the other hand, respondent belies petitioner's claim that he reported his medical condition to respondent immediately upon his repatriation and that he asked to be referred to the company-designated physician for post-employment examination.

The question under consideration is evidently factual because it requires an examination of the evidence on record and a determination of whether or not petitioner indeed asked for a post-employment medical examination from respondent after his repatriation. Well-settled is the rule that the Court is not a

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<sup>34</sup> *Id.* at 329-330.

<sup>35</sup> *Id.* at 330.

<sup>36</sup> *Id.*

<sup>37</sup> *Id.* at 331-332.

trier of facts. The function of the Court in petitions for review on *certiorari* is limited to reviewing errors of law that may have been committed by the lower courts.<sup>38</sup>

However, this rule is not absolute and admits of exceptions like in labor cases where the Court may look into factual issues when the factual findings of the lower tribunals are conflicting.<sup>39</sup> In this case, the findings of the PVA are contrary to those of the CA. They had a different appreciation of the evidence in determining the propriety of petitioner's claim for disability benefits. To finally resolve the factual dispute, the Court deems it proper to tackle the factual question presented.<sup>40</sup>

Petitioner insists that respondent refused to subject him to a post-employment medical examination which resulted to a lack of proper medical assessment thereby rendering him totally and permanently disabled by operation of law.

This argument fails to persuade.

It is worthy to stress that petitioner was not repatriated for medical reasons. It is undisputed that petitioner did not have the chance to report his chest pains and shortness of breath to the ship Captain because when he was about to do this, the Captain told him that he will be sent home as per company's orders.<sup>41</sup> In fact, he was not the only seafarer who was repatriated during that time, he had two other companions who were also repatriated for the purpose of transferring to another vessel.<sup>42</sup> When petitioner reported to respondent's office upon his arrival to the Philippines, he was told that he will be transferred to another vessel to enable him to finish his contract with respondent. Clearly, therefore, petitioner's disembarkation was not due to medical grounds.

Thus, when petitioner claimed that he asked for a post-employment medical examination as he was experiencing intermittent chest pains but the same was denied by respondent, it was incumbent upon petitioner to prove such allegation in the face of respondent's vehement denial thereof.<sup>43</sup> Unfortunately, petitioner failed in this regard.

It bears to note, however, that when petitioner was declared unfit for sea duty in the December 15, 2015 medical report of Dr. Guzman following petitioner's PEME, respondent immediately referred him to the company-

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<sup>38</sup> *Dionio v. ND Shipping Agency and Allied Services, Inc.*, 838 Phil. 953, 965 (2018) [Per J. Gesmundo, Third Division].

<sup>39</sup> *Id.*

<sup>40</sup> *Id.* at 966.

<sup>41</sup> *Rollo*, p. 16.

<sup>42</sup> *Id.* at 17 and 323.

<sup>43</sup> *Id.* at 329.



designated Cardiologist, Dr. Javier, for an examination to determine the true state of his health notwithstanding the lapse of almost two months from the time of his disembarkation and despite the possibility that petitioner's illness is no longer work-related in light of the said time gap. To Our minds, such conduct of respondent is inconsistent with petitioner's claim that it outrightly denied petitioner's request for a post-employment medical examination if he indeed requested for one when he arrived in the Philippines.

Petitioner's reliance in the case of *Dionio* is misplaced. It bears stressing that the facts of the present case and those of *Dionio* are essentially different. In the instant case, petitioner was not medically repatriated. In *Dionio*, on the other hand, the seafarer therein was repatriated due to medical reasons as he suffered from a urinary tract infection and prostate enlargement while in the course of his extended employment. In fact, he was examined by a physician overseas who recommended for his medical repatriation so that he may be assessed by another physician specializing on surgery and prostate examination. Thus, the company in *Dionio* was fully aware of *Dionio*'s medical condition. This notwithstanding, the company refused to shoulder his medical expenses, which forced him to seek medical assistance at his own expense elsewhere. In light of this, the Court held the company liable for the death benefits of the seafarer.

Similarly, petitioner cannot rely on the cases of *Interorient Maritime Enterprises, Inc. v. Remo*,<sup>44</sup> *Apines v. Elburg Shipmanagement Philippines, Inc.*,<sup>45</sup> and *De Andres v. Diamond H Marine Services & Shipping Agency, Inc.*<sup>46</sup> because in all of these cases, the seafarers involved were able to establish, through documentary evidence, that they have suffered from a work-related sickness or injury while on board the vessel. In fact, they were all examined by physicians offshore while they were still on board and were eventually repatriated for medical reasons. Thus, when their respective employers refused or neglected to accord them free post-employment medical examination despite their request, the Court held that the same was unjustified and such a refusal resulted to their obligation to pay the subject seafarers their total and permanent disability benefits in *De Andres* and *Apines*, and death benefits in the case of *Interorient*.

In this case, We stress that there was no record of petitioner's alleged illness in the ship's logbook and other documents. Neither was petitioner repatriated for medical reason. Thus, We find petitioner's claim that he sought medical assistance upon repatriation but was refused by respondent, wanting and deficient.

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<sup>44</sup> 636 Phil. 240, 250 (2010) [Per J. Nachura, Second Division].

<sup>45</sup> 799 Phil. 220, 243 (2016) [Per J. Reyes, Third Division].

<sup>46</sup> 813 Phil. 746, 762 (2017) [Per J. Mendoza, Second Division].

Given the absence of adequate proof to substantiate petitioner's claim, the further medical tests and work-up recommended by the company-designated cardiologist could have been the proper avenue to determine the petitioner's illness, whether it was, indeed, work-related or its specific grading of disability. However, instead of submitting himself to further medical evaluation and treatment, petitioner opted to file a claim for disability benefits against respondent. In view of this, We are constrained to agree with the CA that petitioner's claim for total and permanent disability was premature.

Notably, petitioner's heart ailment was discovered only when he was examined by the company-designated physician, Dr. Guzman during his PEME on December 15, 2015.

Petitioner himself admitted, albeit indirectly, that he filed a claim for disability benefits without complying with the recommendation of the company-designated physician to undergo further medical tests and even before the expiration of the 120-day period, and before the company-designated physician could determine his final disability rating. However, he argues that his failure to do so cannot adversely affect his disability claim and would not amount to premature filing of a complaint for disability benefits because the PEME is done as a pre-employment requirement and not for purposes of claiming disability compensation.

The petitioner seems to miss the point of the CA in holding that the complaint was prematurely filed.

As correctly pointed out by the appellate court, the aim of the PEME conducted on petitioner was to determine his fitness for sea duty prior to his second deployment. As such, the December 15, 2015 medical report issued by Dr. Guzman does not constitute the disability rating required by law for purposes of claiming disability benefits.

To recall, the company designated physicians recommended more tests on petitioner in order to ascertain the true state of his health and to determine whether or not his illness was work-related. In fact, Dr. Javier advised petitioner to undergo a CT Angiogram of his coronary artery. This goes to show that there is nothing definite yet as to the findings of Dr. Guzman and Dr. Javier. However, instead of complying with the company-designated physicians' recommendations and before the lapse of the 120-day period, petitioner took advantage of the December 15, 2015 PEME report and hastily filed an action for disability benefits.

In the light of petitioner's haste in filing the complaint for disability benefits, the CA correctly held that his cause of action for total and permanent disability benefits had not yet accrued when he filed the instant Complaint because at that time, he is not yet entitled to such benefits. As aptly found by the CA, the December 15, 2015 medical report of Dr. Guzman declaring petitioner unfit for seafaring duties was a mere interim assessment, issued for the purpose of his re-deployment to another vessel and not intended for entitlement to disability benefits.

Indeed, the tentativeness of the findings of unfitness following the PEME was precisely the reason why respondent still referred the petitioner to Dr. Javier. In short, the finding of Dr. Guzman cannot be equated to the required disability rating to support a claim for disability benefits. To add, the petitioner's refusal to submit himself to further medical evaluation is a direct contravention of the terms and conditions of his employment contract with respondent which effectively bars his claim for disability benefits.

In the same token, We cannot subscribe to petitioner's contention that the complaint was not premature notwithstanding that it was filed before the expiration of the 120-day period provided by law since it is apparent that even after the 120/240-day period, petitioner would still be unable to work on board considering that he is suffering from a serious and untreated heart problem.

Time and again, a sickness, to be compensable, must be proven to be work-related or at least work-aggravated. The grant of the benefits under the POEA-SEC is premised on the seafarer's compliance with the requisites provided therein, coupled with proof that the illness is in fact work-related.<sup>47</sup> In *Balbarino v. Pacific Ocean Manning, Inc.*,<sup>48</sup> the Court explained thus:

Notably, the POEA-SEC defines a work-related illness as "any sickness resulting to disability or death as a result of an occupational disease listed under Section 32-A of this Contract with the conditions set therein satisfied." Relatedly, Section 20(B)(4) fills in the lacuna, adding that any illness which is not listed in Section 32 is disputably presumed to be work-related. For the presumption to apply, it must be shown that: (i) the illness is work-related; and (ii) the work-related illness existed during the term of the seafarer's employment contract.

In *Skipper United Pacific, Inc. and/or Ikarian Moon Shipping, Co., Ltd. v. Lagne*, this Court clarified that despite the disputable presumption, the seafarer must still prove a causal link between his working conditions and his illness. In doing so, reasonable proof or a probability that his work caused, or at least increased the risk of contracting his illness shall suffice[.]<sup>49</sup>

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<sup>47</sup> *Balbarino v. Pacific Ocean Manning, Inc.*, 885 Phil. 847, 863 (2020) [Per J. Gaerlan, Third Division].

<sup>48</sup> *Id.*

<sup>49</sup> *Id.* (Citation omitted)

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In the case at bench, the record is bereft of evidence to establish the work-connection of petitioner's disease. Neither was it shown that the same existed during the term of his employment with respondent given that he refused to heed the company-designated physician's recommendation for a further medical evaluation and considering the lapse of time between his disembarkation and his PEME on December 15, 2015.

In the absence of a competent diagnosis and substantial evidence, petitioner's claim for total and permanent disability benefits cannot stand.

Settled is the tenet that allegations in the complaint must be duly proven by competent evidence and the burden of proof is on the party making the allegation.<sup>50</sup> Here, We find that petitioner failed to discharge this burden.

All told, petitioner is not entitled to total and permanent disability benefits for failure to establish that he was repatriated for medical reasons and that he asked for a post-employment medical examination upon his repatriation. Absent substantial evidence as reasonable basis, this Court is left with no choice but to deny petitioner's claim for disability benefits, lest an injustice be caused to his employer. The award of compensation and disability benefits cannot rest on speculations, presumptions and conjectures. Although labor contracts are impressed with public interest and the provisions of the POEA-SEC must be construed logically and liberally in favor of Filipino seafarers in the pursuit of their employment on board ocean-going vessels, still the rule is that justice is in every case for the deserving, to be dispensed with in the light of established facts, the applicable law, and existing jurisprudence.<sup>51</sup>

Anent petitioner's claim for attorney's fees on the ground that he was compelled to litigate to protect his interest, We agree with the CA that he is not entitled thereto since respondent was well within its right to deny petitioner's claim for total and permanent disability benefits given the premature filing of the complaint.

In sum, We find no reversible error on the part of the CA in rendering the assailed Decision and Resolution which would warrant the reversal and/or modification of the same.

**ACCORDINGLY**, the petition is **DENIED**. The September 4, 2019 Decision and the November 3, 2020 Resolution of the Court of Appeals in CA-G.R. SP No. 146946 reversing and setting aside the Decision of the Panel of Voluntary Arbitrators which granted the claim of petitioner Solito C. Amores, Jr. for total and permanent disability benefits, are **AFFIRMED**.

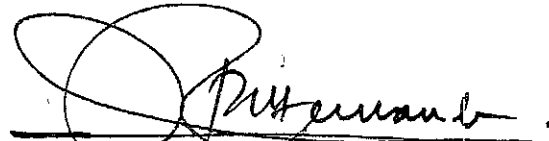
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<sup>50</sup> *Bulanon v. Mendco Development Corporation*, G.R. No. 219637, April 26, 2023. [Per J. Hernando, First Division].

<sup>51</sup> *Maryville Manila, Inc. v. Espinosa*, 880 Phil. 127, 144 (2020) [Per J. Lopez, First Division]. (Citation omitted)

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**SO ORDERED.**



**RAMON PAUL L. HERNANDO**

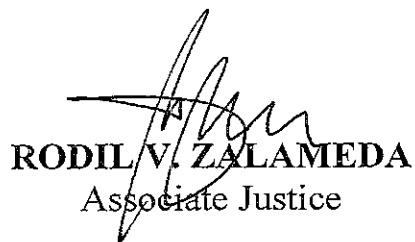
Associate Justice  
Working Chairperson

WE CONCUR:



**ALEXANDER G. GESMUNDO**

Chief Justice  
Chairperson



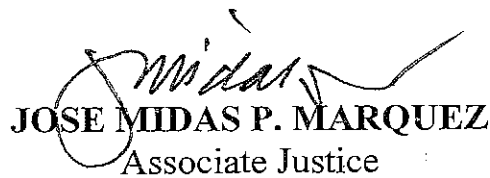
**RODIL V. ZALAMEDA**

Associate Justice



**RICARDO E. ROSARIO**

Associate Justice

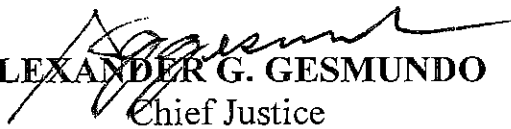


**JOSE MIDAS P. MARQUEZ**

Associate Justice

## CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution, 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