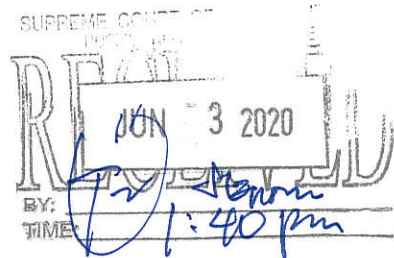




Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

NOTICE



Sirs/Mesdames:

Please take notice that the Court, First Division, issued a Resolution dated December 10, 2019 which reads as follows:

“G.R. No. 226951- (*Nenita L. Molina (in behalf of deceased Gaudioso M. Molina) v. Trans-Global Maritime Agency, Ventnor Navigation, Inc., Raymond Estaniel, and Michael Estaniel*)

Assailed in this petition for review on *certiorari*¹ are the Decision² dated August 28, 2015 and Resolution³ dated June 21, 2016 of the Court of Appeals (CA) in CA-G.R. SP No. 128340 which reversed the decision of the National Labor Relations Commission (NLRC) and dismissed the complaint of Nenita L. Molina (petitioner).

Relevant Antecedents

Gaudioso Molina, Jr. (Gaudioso) was employed by Trans-Global Maritime Agency, Inc. for and in behalf of Ventnor Navigation, Inc. (respondents).⁴ Gaudioso was hired as Bosun for a period of seven months with a basic salary of \$605.00. Prior to his employment, he was declared fit to work after the conduct of the Pre-Employment Medical Examination.⁵

On March 24, 2009, Gaudioso boarded ZIM Panama, owned and operated by respondents.⁶

However, on December 16, 2009, Gaudioso suffered an open

¹ *Rollo*, pp. 17-39.

² Penned by Associate Justice Noel G. Tijam, with Associate Justices Francisco P. Acosta and Eduardo B. Peralta, Jr., concurring; *id.* at 63-75.

³ *Id.* at 77-78.

⁴ *Id.* at 64.

⁵ *Id.*

⁶ *Id.*

fracture of the tibia and fibula after a rope was accidentally wrapped around his right leg, dragging him across the ship's deck.⁷

He was then brought to a hospital in Israel for immediate medical attention. After examination, Dr. Dory Hoerer (Dr. Hoerer), general and orthopedic surgeon, stated in his Medical Report that Gaudioso underwent debridement of his wound and thereafter the external fixator was removed and changed by an intramedular nail to the tibia. Dr. Hoerer suggested to Gaudioso to continue his rehabilitation in the Philippines.⁸

On January 15, 2010, Gaudioso was repatriated to the Philippines for further medical management. He was subsequently referred to two physicians, Dr. Raymund Sugay (Dr. Sugay) and Dr. Elenita Supan (Dr. Supan).⁹

On January 21, 2010, Gaudioso's x-ray showed good bone alignment. His implant was noted to be properly placed with good bone healing. In his follow-up medical examination on February 18, 2010, it was found that Gaudioso's wound was already healed; and his x-ray showed callus formation of the injured bone. He was then advised to do knee and home exercises to regain his full range of motion.¹⁰

On April 8, 2010, Gaudioso was rushed to the hospital after he went unconscious. It was discovered that there was a large *intracerebral hematoma* in the left *fronto-temporo-parietal* region with surrounding edema and fluid-fluid level within.¹¹

Two days thereafter, Gaudioso died of herniation syndrome secondary to large *intracerebral hematoma* left *fronto-temporo-parietal* region with *subfalcine* and left *cerebral edema*; mild downward *transtentorial herniation*.¹²

Thus, petitioner, who is the lawful wife of Gaudioso, filed a complaint for non-payment of sick leave pay, sick pay allowance, death benefits, burial benefits and reimbursement of hospital and medical expenses with prayer for damages and attorney's fees against respondents.¹³

⁷ Id.

⁸ Id. at 65.

⁹ Id.

¹⁰ Id at 45-46.

¹¹ Id at 66.

¹² Id.

¹³ Id. at 66.

For their part, respondents denied their liability to pay money claims as the cause of Gaudioso's death has no causal connection with the injury which caused his repatriation and that his death occurred after the termination of his contract.¹⁴

In a Decision¹⁵ dated June 24, 2011, the Labor Arbiter ruled in favor of petitioner. The Labor Arbiter explained that the fact of the seafarer's death occurring after the termination of the contract was not sufficient to deny the heirs of the benefits due as a result thereof. The determinative factor is the work-relatedness of the illness. In this case, the National Labor Relations Commission (NLRC) concluded that the failure of the physicians to conduct a comprehensive examination upon Gaudioso casted doubt as to his true condition prior to his death. The cause of his death, *i.e.*, *intra cerebral hematoma*, was presumed to arise from the accident which Gaudioso encountered while on board the vessel. Thus:

WHEREFORE, premises considered, judgment is hereby rendered ordering respondents **Trans-Global Maritime Agency, Inc./Ventnor Navigation Inc./Raymond Estaniel/Michael Estaniel** to pay, jointly and severally complainant Nenita L. Molina and minor children the amount of **SEVENTY NINE THOUSAND TWO HUNDRED US DOLLARS (US\$79,200.00)** or its equivalent in Philippine Peso at the prevailing rate of exchange at the time of actual payment representing the late seafarer's death benefits, additional death compensation for her three (3) minor children, burial allowance and attorney's fees.

All other claims are **DISMISSED** for lack of merit.

SO ORDERED.¹⁶

On appeal, the NLRC affirmed the ruling of the Labor Arbiter in a Decision¹⁷ dated June 15, 2012. Hinging on the work-relatedness of Gaudioso's injury, the NLRC likewise concluded that the accident occurred on board the vessel, and, was the cause of Gaudioso's *intracerebral hematoma*.

Said ruling was fortified by a Resolution¹⁸ dated November 21, 2012 following the Motion for Reconsideration filed by respondents.

Undaunted, respondents filed a petition for *certiorari* before the CA. In said petition, respondents reiterated that the cause of

¹⁴ Id. at 46.

¹⁵ Id. at 42-51.

¹⁶ Id. At 50-51.

¹⁷ Id. at 52-59.

¹⁸ Id. at 60-61.

Gaudioso's death was not proven to be work-related; hence, not compensable.¹⁹

Meanwhile, respondents complied with the Writ of Execution dated January 13, 2013. Accordingly, the NLRC's Head Cashier received ₱3,098,880.00 representing the death benefits awarded to petitioner.²⁰

In a Decision²¹ dated August 28, 2015, the CA reversed the ruling of the NLRC. Finding the insufficiency of evidence presented by petitioner, the CA held that there was no proof which indicated that the death of Gaudioso was caused by an accident which happened in the course of his employment. The CA rejected the conclusions of the NLRC and the *fallo* thereof reads:

WHEREFORE, premises considered, the Decision dated June 15, 2012 and Resolution dated November 21, 2012 of the NLRC 5th Division in NLRC LAC NO. 08-000709-11 (OFW-M) are hereby **REVERSED AND SET ASIDE**, and a new one entered **DISMISSING** the Complaint of Private Respondent Nenita L. Molina for lack of merit.

SO ORDERED.²²

Petitioner filed a Motion for Reconsideration, which was denied in a Resolution²³ dated June 21, 2016.

Hence, this petition.

The petition must be denied.

As Gaudioso was employed in 2009, the applicable contract is the 2000 Philippine Overseas Employment Administration (POEA) Standard Employment Contract (SEC).

Section 20 of the POEA SEC provides that for the death of a seafarer to be compensable, it is necessary that: (1) the death occurred during the term of the contract; and (2) the death is work-related.²⁴

¹⁹ Id. at 67.

²⁰ Id. at 66.

²¹ Supra note 2.

²² Id. at 74-75

²³ Supra note 3.

²⁴ See *Canuel v. Magsaysay Maritime Corporation*, 745 Phil 252, 261-262 (2014).

SECTION 20. COMPENSATION AND BENEFITS
A. COMPENSATION AND BENEFITS FOR DEATH

1. In case of **work-related death** of the seafarer, **during the term of his contract**, the employer shall pay his beneficiaries the Philippine Currency equivalent to the amount of Fifty Thousand US dollars (US\$50,000) and an additional amount of Seven Thousand US dollars (US\$7,000) to each child under the age of twenty-one (21) but not exceeding four (4) children, at the exchange rate prevailing during the time of payment. (Emphasis in the original)

Although the 2000 POEA SEC does not expressly define a “work-related death,” reference must be made to “work-related injury” and “work-related illness” under the same law.²⁵

11. Work-Related Injury – injury(ies) resulting in disability or death arising out of and in the course of employment.

12. Work-Related Illness – 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.

At first glance, the first requisite is wanting as the death of Gaudioso occurred *after* the term of his contract as he was medically repatriated as a consequence of his work-related injury.

However, upholding the Constitutional *dictum* of social justice and equity, this Court applied liberally the letter of the law in allowing the heirs of a seafarer to recover benefits and compensation after the medical repatriation of a seafarer whose work-related injury or illness, which caused his death, occurred during the term of the contract.²⁶

In other words, work-related death of the seafarer during the term of his employment contract should not be strictly and literally interpreted to mean that the seafarer’s death should precisely occur while his contract subsists. It is sufficient that his work-related injury or illness which eventually caused his death should have occurred during the term of his employment.²⁷

To recall, Gaudioso was medically examined after he encountered an accident on board the vessel. Such accident resulted in an open fracture of the tibia and fibula on his right leg. After a series of consultation and treatment, Gaudioso’s wound was completely healed; and he was advised to do home exercises for full recovery.

²⁵ Id. at 263.

²⁶ See *C.F. Sharp Crew Management, Inc. v. Legal Heirs of the Godofredo Repiso*, 780 Phil. 645, 674 (2016).

²⁷ *Canuel v. Magsaysay Maritime Corporation*, supra note 24, at 269.

However, two months thereafter, he died due to intracerebral hemorrhage.

At this juncture, it is indispensable to determine the connection between the injury he sustained while on board the vessel and the cause of his death; for the same would determine whether or not petitioner is entitled to claim death benefits.

As aptly observed by the CA, the following pieces of evidence do not prove that the contracted injury of Gaudioso in the course of his employment is reasonably related to intracerebral hemorrhage, which is the cause of his death: (1) Report of Dr. Hoerer which stated that Gaudioso was brought to the hospital after the latter was injured in his right leg; (2) Report of Dr. Sugay which found that Gaudioso's right leg showed signs of healing; (3) Medical Report stating that Gaudioso's death was caused by intracerebral hemorrhage; and (4) Gaudioso's death certificate.

There was nothing which showed that the work-related injury incurred by Gaudioso was the proximate cause of the *intracerebral hemorrhage*. That such medical condition is that which, in natural and continuous sequence, unbroken by any new cause, produces an event, and without which the event would not have occurred²⁸ was not proven. The lapse of almost two months from the time Gaudioso was cleared by his doctors and the fact that *intracerebral hemorrhage* may have been caused by other factors such as hypertension, blood disorders, and drug abuse²⁹ spells doubt as to the relation between the work-related injury and the cause of death.

Apart from the medical conclusions that Gaudioso indeed suffered an injury in the course of his employment and the intracerebral hemorrhage was the cause of his death, nowhere in the records depicted any link between the two. It is likewise worth stating that there was no information stated in Gaudioso's medical records that he exhibited any symptom relating to intracerebral hemorrhage. The Labor Arbiter and the NLRC sweepingly concluded that *intracerebral hemorrhage* is *solely* caused by a physical trauma without any basis. As it is, their conclusions were baseless and unfounded. Their statements interpreted a medical condition, which is within the expertise of medical professionals. Hence, this Court cannot

²⁸ II BOUVIER'S LAW DICTIONARY AND CONCISE ENCYCLOPEDIA, Third Edition (1914), citing *Butcher v. R. Co.*, 37 W.Va. 180, 16 S.E. 457, 18 L.R.A. 519.

²⁹ *What is an Intracerebral Hemorrhage?* Jenna Fletcher as reviewed by Sennu Han, M.D., December 6, 2017 <<https://www.medicalnewstoday.com/articles/320239.php>>

accept as true petitioner's contention that Gaudioso's death is work-related.

In all, this Court finds no reason to deviate from the ruling of the CA.

WHEREFORE, premises considered, the instant Petition is hereby **DENIED**. Accordingly, the Decision dated August 28, 2015 and the Resolution dated June 21, 2016 of the Court of Appeals in CA-G.R. SP. No. 128340 are **AFFIRMED with MODIFICATIONS** in that Nenita L. Molina is **ORDERED to RESTITUTE** to Trans-Global Maritime Agency whatever amount she had received by reason of the Writ of Execution. An interest of six percent (6%) shall be imposed upon the monetary award from finality of this Resolution until full payment.

SO ORDERED."

Very truly yours,


LIBRADA C. BUENA
Division Clerk of Court

132-A

DELA CRUZ ENTERO AND ASSOCIATES
Counsel for Petitioner
Suite 602-603 Fil Garcia Tower
140 Kalayaan Avenue, Diliman
1101 Quezon City

Public Information Office (x)
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Manila
(CA-G.R. SP No. 128340)

DEL ROSARIO AND DEL ROSARIO
LAW OFFICES
Counsel for Respondents
14th Floor, DelRosarioLaw Center
21st Drive corner 20th Drive
Bonifacio Global City, 1630 Taguig City

NATIONAL LABOR RELATIONS
COMMISSION
PPSTA Building, Banawe Street
1100 Quezon City
(NLRC Case No. OFW (M)-05-06456-10)
(NLRC LAC No. 08-000709-11)

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