



**Republic of the Philippines**  
**Supreme Court**  
**Manila**

**SECOND DIVISION**

**HAROLD B. GUMAPAC,**  
*Petitioner,*

**G.R. No. 239015**

Present:

- versus -

**PERLAS-BERNABE, J.,**  
 Chairperson,  
**HERNANDO,**  
**INTING,**  
**DELOS SANTOS, and**  
**BALTAZAR-PADILLA,\* JJ.**

**BRIGHT MARITIME**  
**CORPORATION, CLEMKO**  
**SHIPMANAGEMENT S.A.**  
**and/or DESIREE SILLAR,**  
*Respondents.*

Promulgated:

**SEP 14 2020**

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**DECISION**

**DELOS SANTOS, J.:**

Before the Court is a Petition for Review on *Certiorari*<sup>1</sup> under Rule 45 of the Revised Rules of Court questioning the Decision<sup>2</sup> dated July 17, 2017 and the Resolution<sup>3</sup> dated March 21, 2018 denying the motion for reconsideration thereof of the Court of Appeals (CA) in CA-G.R. SP No. 138401. The CA reversed the Decision<sup>4</sup> dated August 29, 2014 and the Resolution<sup>5</sup> dated October 3, 2014 of the National Labor Relations Commission (NLRC), granting Harold B. Gumapac (petitioner) total and permanent disability benefits equivalent to US\$60,000.00, sickness

\* On leave.

<sup>1</sup> *Rollo*, pp. 13-46.

<sup>2</sup> Penned by Associate Justice Renato C. Francisco, with Associate Justices Ramon M. Bato, Jr. and Manuel M. Barrios, concurring; *id.* at 49-65.

<sup>3</sup> *Id.* at 47-48.

<sup>4</sup> Not attached to the *rollo*.

<sup>5</sup> Not attached to the *rollo*.

allowance in the amount of US\$1,860.00, and 10% of the money awards as attorney's fees.

### **The Facts**

Petitioner was hired as Able-Bodied Seaman by Bright Maritime Corporation, in behalf of its foreign principal, Clemko Shipmanagement S.A. (collectively, respondents) and assigned on board the vessel MV Capetan Costas S, under an approved Philippine Overseas Employment Administration-Standard Employment Contract (POEA-SEC) dated October 22, 2012, for a contract period of nine (9) months, +(-) 2 months extendable upon consent of both parties, with a basic pay of US\$465.00.<sup>6</sup>

As part of routinary requirements and prior to boarding the vessel, petitioner submitted himself to pre-employment medical evaluation and was subsequently declared fit to work. He alleged that in the performance of his duties and responsibilities on board the vessel, he was always exposed to the harsh conditions particularly the toxic environment in the engine room usually filled with pollutants and intoxicating chemicals. He was also under severe stress while being away from his family and suffered regular fatigue due to long hours of work, from eight (8) to 16 hours a day, performing the following tasks: (a) measuring the depth of water in shallow or unfamiliar waters, using lead line and telephones or shouting information to the bridge; (b) breaking out, rigging, overhauling, and stowing cargo handling gear, stationary rigging, and running gear; (c) standing guard from the bow of the ship or the wing of the bridge to look for obstruction in the path of the ship; (d) steering the ship and maintaining visual communication with other ships; (e) steering the ship under the direction of the ship's commander or navigating officer, or directing the helmsman to steer, following a designated course; and (f) overhauling lifeboats and lifeboat gear and lowering or raising lifeboats with winch or falls.<sup>7</sup>

Petitioner further alleged that he had been subjected to the same stress, fatiguing duties and responsibilities, and work hazards during his three (3) years of working with respondents.<sup>8</sup>

On January 24, 2013, while supervising the unloading of chemical coated grains, petitioner experienced difficulty in breathing and suffocation. He later became dizzy and was assisted by his crewmates and brought to his cabin for the administration of first aid. The medical report issued by the shipside physician states:

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<sup>6</sup> *Rollo*, pp. 25 and 50.

<sup>7</sup> *Id.* at 26.

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

Reason for visiting/complaints: **DIFFICULTIES IN BREATHING SUSPECT DUE TO [ASTHMA].**<sup>9</sup>

Subsequently, petitioner reported to the Master of the vessel and the incident was recorded in the vessel's medical logbook. He was thereafter brought to Marine & Industrial Health Care Services in Louisiana, U.S.A. and examined by Dr. Frank Wilson (Dr. Wilson), who diagnosed him with asthma, *viz.*:

The above named seaman presented today with documentation stating he had "difficulty breathing suspect due to asthma." Although a chest x ray performed today was normal; Pulmonary function testing showed his FEV (forced expiratory volume) at 54%. It should be near 100. His oxygen saturation level is 93%, it also should be at, or near, 100%. **The seaman's diagnosis is Asthma. He apparently has a history of asthma. He is not fit for sea duty, particularly considering the ship is loading a grain cargo and the complication the cargo can cause to an asthmatic, not to mention the by product(s) thereof. x x x The seaman should be sent home ASAP for further evaluation and treatment, as required.**<sup>10</sup>  
(Emphasis and underscoring in the original)

On January 28, 2013, petitioner arrived in the Philippines. Within three (3) days from his repatriation, he reported to respondents' manning agent for referral to the company-designated physician to which, he was advised to wait for the approval of the foreign principal for his medical treatment. While waiting, petitioner experienced difficulty in breathing which prompted him to go to Manila East Medical Center in Taytay, Rizal on February 2, 2013. He was confined in the hospital for two (2) days and underwent Echocardiography wherein he was found to be suffering from Hypertension Stage 2 and Multiple Stroke with Residual Left Hemiparesis.<sup>11</sup> The result states:

#### INTERPRETATION

Normal left ventricular size with adequate wall motion and contractility.  
Normal right ventricular size with adequate wall motion and contractility.  
Normal left atrium and right atrium.  
Thickened anterior mitral valve leaflet without restriction of motion.  
Mitral annular calcification.  
Thickened aortic [cusps] with discrete calcification at the margin of right aortic cusp and non coronary cusp without restriction of motion.  
Structurally normal tricuspid valve and pulmonic valve with good opening and closing motion.  
Normal main pulmonary artery.  
Normal aortic root.  
No pericardial effusion.

<sup>9</sup> Id.

<sup>10</sup> Id. at 50.

<sup>11</sup> Id. at 27-28, 51.

## Doppler:

Mitral regurgitation – mild  
 Tricuspid regurgitation – mild  
 Pulmonic regurgitation – mild  
 Normal pulmonary artery systolic pressure by [pulmonary]  
 acceleration time  
 Normal mitral inflow pattern and mitral annular velocity by  
 tissue Doppler imaging<sup>12</sup>

On March 13, 2013, petitioner's attending physician, Dr. Konrad Lazaro (Dr. Lazaro), a neurologist, diagnosed him with Cerebral Infarction and Hypertension. He was then advised to rest and to undergo physical rehabilitation. He was also allowed to travel via plane one (1) month post-stroke (March 25, 2013).<sup>13</sup> During his follow-up check-up on August 24, 2013, Dr. Lazaro certified that petitioner has partially recovered but nevertheless advised the latter to engage in light activities only as he was allegedly susceptible to recurrent stroke.<sup>14</sup>

On November 14, 2013, petitioner underwent a Computed Tomography (CT) Scan with the following result:

## IMPRESSION:

No acute infarcts or hemorrhage in the present study. Chronic infarcts, right corona radiata, right capsulo-ganglionic region and the right caudate body.<sup>15</sup>

Not contented, petitioner sought the expertise of Dr. May Donato Tan (Dr. Tan), a cardiologist, to provide a medical opinion on the result of the CT Scan and to conduct additional tests on his illness. Subsequent examination result revealed the following:

## Physical Examination:

General Survey: Conscious, coherent, apprehensive

Vital Signs : BP: 140/90 – 150-90 CR: 90/in  
 HEENT : non-icteric sclera, pink palpebral conjunctivae  
 Heart : gr.1-2/9 systolic murmur at Erb's  
 Lungs : clear bs  
 Abdomen : no masses palpable  
 Extremities : hyperactive knee jerk on the left lower extremity

<sup>12</sup> Id. at 61-62.

<sup>13</sup> Id. at 62-63.

<sup>14</sup> Id. at 51.

<sup>15</sup> Id.

## Impression:

HACVD

HPN Stage I

S/P CVA, to consider infarct with hemorrhage

Bronchial Asthma, in remission

## Reason for Permanent Disability:

Seaman Gumapac had 4 episodes of numbness of left lower extremities with the left (*sic*) episode involving both upper and lower extremities over the left side, but despite above symptoms **no brain CT Scan nor a 2D ECHO done for proper evaluation of his condition.** Because of the repeated episodes of recurrent numbness of lower extremity, he is therefore given a permanent disability for he will not be able to perform his job effectively, efficiently and productively as a seaman.<sup>16</sup> (Emphasis in the original)

Due to the medical findings, petitioner was given a permanent disability grading as he will not be able to perform his job effectively, efficiently, and productively as a seaman.<sup>17</sup>

Petitioner later filed a complaint for total and permanent disability benefits against respondents with the Labor Arbiter. He alleged that the illnesses he sustained were work-related as it happened while he was performing his duties and responsibilities as an able-bodied seaman on board the vessel. He claimed that his entitlement to total and permanent disability benefits is warranted, considering that he was not able to recover completely since his repatriation on January 28, 2013 and could no longer perform the work he was accustomed to and trained for as evidenced by the permanent disability grading declared by Dr. Tan.<sup>18</sup>

On the other hand, respondents claimed that after the lapse of two (2) days from repatriation and upon oral communication of its local agents with petitioner, the latter refused to follow the required procedure and instructions for treatment and evaluation of his alleged condition. Petitioner also failed to comply with the three (3)-day mandatory reportorial requirement as provided under the POEA-SEC, as well as prevailing jurisprudence. Despite petitioner's non-cooperation, the local manning agent sent out a letter dated February 8, 2013 to the last known recorded address of petitioner to remind him of their instruction to report to the company-designated physician at Ygeia Medical Center for evaluation of his health condition.<sup>19</sup>

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<sup>16</sup> Id. at 63-64.

<sup>17</sup> Id. at 51.

<sup>18</sup> Id. at 52, 63.

<sup>19</sup> Id. at 52.

After a couple of days, respondents claimed that they were able to get in contact over the phone with petitioner who confirmed receipt of the letter. According to respondents, petitioner explained that he had already a new address and that he was no longer reporting to the local agents and company-designated physician as he opted to engage the services of a personal physician due to alleged numbness of half of his body. This conversation was reduced into writing in a letter dated February 15, 2013 which was sent to petitioner's new address. Thus, respondents averred that they were never given the chance to properly assess and evaluate petitioner's health condition by virtue of his unjust refusal to cooperate and to follow the procedures and instructions relayed to him.<sup>20</sup>

### **Ruling of the Labor Arbiter**

On April 29, 2014, the Labor Arbiter dismissed the complaint against respondents and denied petitioner's claim for total and permanent disability benefits. The Labor Arbiter held that petitioner failed to discharge the burden of evidence that he acquired the illness complained of from his work as an able-bodied seaman during his three (3)-month stint aboard MV Capetan Costas S, and that such illnesses manifested during the effectivity of his employment contract. Moreover, petitioner failed to submit himself to post-employment medical examination as mandated by the POEA-SEC. The Labor Arbiter was of the position that, although petitioner asserted that he reported to the manning agency upon his arrival, it is insufficient to establish his stance for lack of convincing evidence to support such allegation. In addition, petitioner did not have a cause of action for he was not armed with an assessment of total and permanent disability at the time he filed his complaint.<sup>21</sup>

Petitioner, thereafter, filed an appeal before the NLRC docketed as NLRC LAC No. 06-000498-14(M).<sup>22</sup>

### **Ruling of the NLRC**

On August 29, 2014, the NLRC reversed and set aside the ruling of the Labor Arbiter. The dispositive portion reads:

WHEREFORE, the Appeal for being meritorious is GRANTED. The judgment a quo is REVERSED and SET ASIDE and a NEW ONE entered as follows:

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<sup>20</sup> Id. at 52-53.

<sup>21</sup> Id. at 53.

<sup>22</sup> Id. at 15.

1. Respondents are in solidum ordered to pay complainant Harold B. Gumapac total permanent benefits equivalent to US\$60,000.00 payable in peso equivalent, at the time of payment[;]
2. Sickness allowance in the amount of US\$1,860.00; and
3. Ten (10%) percent of the money awards as attorney's fees.

SO ORDERED.<sup>23</sup>

Respondents moved for a reconsideration of the case but the same was denied in a Resolution<sup>24</sup> dated October 3, 2014. Consequently, respondents filed a Petition for *Certiorari* before the CA, docketed as CA-G.R. SP No. 138401.

### Ruling of the CA

On July 17, 2017, the CA rendered a Decision<sup>25</sup> reversing the NLRC's Decision and thereby reinstating the Decision of the Labor Arbiter dated April 29, 2014, to wit:

**WHEREFORE**, premises considered, the instant petition is hereby **GRANTED**. The assailed Decision of the NLRC dated 29 August 2014 and Resolution dated 3 October 2014 are hereby **REVERSED** and **SET ASIDE**. Accordingly, the Decision of the Labor Arbiter dated 29 April 2014 is **REINSTATED**. Meanwhile, petitioners' prayer for the issuance of temporary restraining order and writ of preliminary injunction is **DENIED** for being moot and academic.

SO ORDERED.<sup>26</sup>

Petitioner's Motion for Reconsideration<sup>27</sup> was denied by the CA in its Resolution<sup>28</sup> dated March 21, 2018 for lack of merit. Hence, the present petition.

### Issue

The issue for resolution is whether or not the CA erred in finding that petitioner failed to report for his medical referral within the three (3)-day period from his repatriation and in concluding that petitioner failed to adduce evidence showing that his illnesses are work-related which would entitle him to total and permanent disability benefits.<sup>29</sup>

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<sup>23</sup> Id. at 53-54.

<sup>24</sup> Id. at 54.

<sup>25</sup> Id. at 49-65.

<sup>26</sup> Id. at 65.

<sup>27</sup> Not attached to the *rollo*.

<sup>28</sup> *Rollo*, pp. 47-48.

<sup>29</sup> Id. at 31-43.

### Our Ruling

The Court finds the petition without merit.

In *Gamboa v. Maunlad Trans, Inc.*,<sup>30</sup> the Court held that:

It is settled that the entitlement of a seafarer on overseas employment to disability benefits is governed by law, by the parties' contracts, and by the medical findings. By law, the relevant statutory provisions are Articles 197 to 199 (formerly Articles 191 to 193) of the Labor Code in relation to Section 2(a), Rule X of the Amended Rules on Employee Compensation. By contract, the material contracts are the POEA-SEC, which is deemed incorporated in every seafarer's employment contract and considered to be the minimum requirements acceptable to the government, the parties' Collective Bargaining Agreement, if any, and the employment agreement between the seafarer and the employer.<sup>31</sup>

After a thorough and exhaustive review of the records, We find that the CA, in its Decision dated July 17, 2017, did not commit any serious error of judgment that would warrant a reversal from this Court. On the contrary, the CA correctly ruled that the NLRC committed grave abuse of discretion in finding that petitioner is entitled to total and permanent disability benefits since petitioner miserably failed to adduce evidence to support his allegations that his illnesses are work-related and that he has complied with the mandatory three (3)-day reporting to the company-designated physician as a condition precedent under the POEA rules to constitute a cause of action.

In *China Banking Corporation v. Court of Appeals*,<sup>32</sup> We established that:

Well-settled is the rule that since a cause of action requires, as essential elements, not only a legal right of the plaintiff and a correlative duty of the defendant but also "an act or mission of the defendant in violation of said legal right," the cause of action does not accrue until the party obligated refuses, expressly or impliedly, to comply with its duty.<sup>33</sup>

In *Philippine National Bank v. Spouses Rivera*,<sup>34</sup> We held that the elements of cause of action are as follows:

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<sup>30</sup> G.R. No. 232905, August 20, 2018.

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

<sup>32</sup> 499 Phil. 770 (2005).

<sup>33</sup> *Id.* at 774.

<sup>34</sup> 765 Phil. 450 (2016).



- (1) a right in favor of the plaintiff by whatever means and under whatever law it arises or is created;
- (2) an obligation on the part of the named defendant to respect or not to violate such right; and
- (3) an act or omission on the part of such defendant violative of the right of the plaintiff or constituting a breach of the obligation of the defendant to the plaintiff.<sup>35</sup>

It bears stressing that when petitioner filed his complaint on September 10, 2013 with the Labor Arbiter, he did not attach any medical certificate showing his illnesses. What is evident on record is that he managed to submit a medical certificate issued by Dr. Tan only on November 14, 2013 or two (2) months after he filed the complaint. Evidently, petitioner has no cause of action as he was unaware of his disability at the time he filed the complaint. Meanwhile, Section 20(A)(6) of the Amended POEA-SEC, provides:

#### SECTION 20. COMPENSATION AND BENEFITS

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

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

6. In case of permanent total or partial disability of the seafarer caused by either injury or illness the seafarer shall be compensated in accordance with the schedule of benefits enumerated in Section 32 of his Contract. Computation of his benefits arising from an illness or disease shall be governed by the rates and the rules of compensation applicable at the time the illness or disease was contracted

**The disability shall be based solely on the disability gradings provided under Section 32 of this Contract, and shall not be measured or determined by the number of days a seafarer is under treatment or the number of days in which sickness allowance is paid.** (Emphasis supplied)

Rule X of the Amended Rules on Employees' Compensation (AREC), which implements Title II, Book IV of the Labor Code, states in part:

SECTION 2. *Period of Entitlement.* - (a) The income benefit shall be paid beginning on the first day of such disability. If caused by an injury or sickness it shall not be paid longer than 120 consecutive days **except**

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<sup>35</sup> Id. at 457.

**where such injury or sickness still requires medical attendance beyond 120 days but not to exceed 240 days** from onset of disability in which case benefit for temporary total disability shall be paid. However, the System may declare the total and permanent status at anytime after 120 days of continuous temporary total disability as may be warranted by the degree of actual loss or impairment of physical or mental functions as determined by the System. (Emphasis supplied)

Thus, absent any disability grading at the time of filing of the complaint, petitioner has no ground for disability claims as he did not have any evidence to support it. Even assuming that petitioner has a cause of action, his claim for disability benefits should be denied for the following reasons:

***Petitioner failed to report for his medical referral within the three (3)-day period from his repatriation.***

The POEA-SEC requires the company-designated physician to make an assessment on the medical condition of the seafarer within 120 days from the seafarer's repatriation. Otherwise, the seafarer shall be deemed totally and permanently disabled.<sup>36</sup> Section 20(A)(3) of the POEA-SEC provides:

## **SECTION 20. COMPENSATION AND BENEFITS**

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

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

**3. In addition to the above obligation of the employer to provide medical attention, the seafarer shall also receive sickness allowance from his employer in an amount equivalent to his basic wage computed from the time he signed off until he is declared fit to work or the degree of disability has been assessed by the company-designated physician. The period within which the seafarer shall be entitled to his sickness allowance shall not exceed 120 days. Payment of the sickness allowance shall be made on a regular basis, but not less than once a month.**

**The seafarer shall be entitled to reimbursement of the cost of medicines prescribed by the company-designated physician. In case of treatment of the seafarer is on an out-patient basis as determined by the company-designated physician, the company shall approve the appropriate mode of transportation**

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<sup>36</sup> *Phil-Man Marine Agency, Inc. v. Dedace Jr.*, GR No. 199162, July 4, 2018.

**and accommodation. The reasonable cost of actual traveling expenses and/or accommodation shall be paid subject to liquidation and submission of official receipts and/or proof of expenses.**

For this purpose, the seafarer shall submit himself to a post-employment medical examination by a company-designated physician within three working days upon his return except when he is physically incapacitated to do so, in which case, a written notice to the agency within the same period is deemed as compliance. **In the course of the treatment, the seafarer shall also report regularly to the company-designated physician specifically on the dates as prescribed by the company-designated physician and agreed to by the seafarer.** Failure of the seafarer to comply with the mandatory reporting requirement shall result in his forfeiture of the right to claim the above benefits.

If a doctor appointed by the seafarer disagrees with the assessment, a third doctor may be agreed jointly between the employer and the seafarer. The third doctor's decision shall be final and binding on both parties. (Emphasis supplied)

Given the above provision, it is incumbent upon the seafarer to submit himself to the company-designated physician within three (3) working days for post-employment medical examination as it is a requirement provided under the POEA-SEC.

Petitioner failed to provide this Court with any substantial evidence that he complied with the requirements provided under Section 20 of the POEA-SEC and that he submitted himself to a company-designated physician within three (3) working days after his repatriation in the Philippines. Time and again, it has been held that whoever claims entitlement to the benefits as provided by law should establish his or her right thereto by substantial evidence.<sup>37</sup> Substantial evidence is defined as such amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion.<sup>38</sup>

Upon evaluation of the records of this case, petitioner's bare allegation that he submitted himself to respondents' local manning agency within three (3) days from his repatriation falls short of this standard.

***Petitioner failed to adduce evidence showing that his illnesses are work-related. Hence, he is not entitled to total and permanent disability benefits.***

<sup>37</sup> *Malicdem v. Asia Bulk Transport Phils., Inc.*, G.R. No. 224753, June 19, 2019.

<sup>38</sup> *Meco Manning & Crewing Services Inc.*, G.R. No. 222939, July 3, 2019.

Whether or not petitioner's disability is compensable is essentially a factual issue. Yet this Court can and will be justified in looking into it, considering the conflicting views of the NLRC and the CA.<sup>39</sup>

Permanent disability is defined as the inability of a worker to perform his job for more than 120 days (or 240 days, as the case may be), regardless of whether or not he loses the use of any part of his body. Total disability, meanwhile, means the disablement of an employee to earn wages in the same kind of work of similar nature that he was trained for, or accustomed to perform, or any kind of work which a person of his mentality and attainments could do.<sup>40</sup>

Under Article 192(c)(1) of the Labor Code, a disability is deemed both permanent and total when the temporary total disability lasts continuously for more than 120 days, except as otherwise provided in the Rules.<sup>41</sup>

Similarly, Rule VII, Section 2(b) of the AREC provides:

(b) A **disability is total and permanent** if as a result of the injury or sickness the employee is unable to perform any gainful occupation for a continuous period exceeding 120 days, except as otherwise provided for in Rule X of these Rules. (Emphasis supplied)

For disability to be compensable under Section 20(B)(4) of the POEA-SEC, two elements must concur: (1) the injury or illness must be work-related; and (2) the work-related injury or illness must have existed during the term of the seafarer's employment contract.<sup>42</sup>

Jurisprudence is replete with cases bearing similar pronouncements of this Court. In *Magsaysay Maritime Corp. v. Cruz*,<sup>43</sup> We concluded that an interim disability grading is merely an initial prognosis and does not provide sufficient basis for an award of disability benefit, thus:

Notably, the September 5, 2008 Report provides: "Interim Disability Grade: If a disability grading will be made today[,] our patient falls under 'Moderate rigidity of two thirds loss of motion or lifting power' – Grade (8) eight." Being an interim disability grade, this declaration is an initial determination of respondent's condition for the time being. It is only an initial prognosis of the health status of respondent because after its issuance, respondent was still required to return for re-

<sup>39</sup> *Bandila Shipping, Inc. v. Abalos*, 627 Phil. 152, 156 (2010).

<sup>40</sup> *Hanseatic Shipping Philippines, Inc. v. Ballon*, 769 Phil. 567, 583-584 (2015).

<sup>41</sup> Article 198 (c) (1) based on the renumbered Labor Code, per DOLE Department Advisory No. 01, Series of 2015.

<sup>42</sup> *Leonis Navigation Co., Inc. v. Obrero*, 794 Phil 481, 487 (2016).

<sup>43</sup> 786 Phil. 451 (2016).

evaluation, and to continue therapy and medication; as such, it does not fully assess respondent's condition and cannot provide sufficient basis for the award of disability benefits in his favor.

Moreover, in *Carcedo v. Maine Marine Philippines, Inc.*, the Court did not give credence to the disability assessment given by the company-designated doctor as the same was merely interim and not definite. This is because after its issuance, Dario A. Carcedo (seafarer therein) still continued to require medical attention. Similarly, herein respondent needed further treatment and physical therapy even after the Interim Disability Grade was given by the company-designated doctor on September 5, 2008.<sup>44</sup> (Emphasis supplied, citations omitted)

A careful review of the findings of the NLRC and the CA shows that petitioner was not able to meet the required degree of proof that his illness is compensable as it is work-related. The CA correctly ruled that petitioner was not able to sufficiently establish that he is entitled to disability benefits for failing to establish that the illness he sustained was work-related, thus:

The burden of proving the causal link between a claimant's work and the ailment suffered rests on the claimant's shoulder. The claimant must show, at least, by substantial evidence that the development of the disease was brought about largely by the conditions present in the nature of the job. What the law requires is a reasonable work connection and not a direct causal relation. Thus, a claimant must submit such proof as would constitute a reasonable basis for concluding either that the conditions of employment of the claimant caused the ailment or that such working conditions had aggravated the risk of contracting that ailment. Incidentally, the 2010 amended POEA-SEC defines work-related illness as any sickness which resulted from an occupational disease listed under Section 32-A subject to the conditions found therein x x x.

x x x x

This Court is well aware of the principle that consistent with the purposes underlying the formulation of the POEA-SEC, its provisions must be applied fairly, reasonably and liberally in favor of the seafarers, for it is only then that its beneficent provisions can be fully carried into effect. However, this catchphrase cannot be taken to sanction the award of disability benefits and sickness allowance based on flimsy evidence and even in the face of an unjustified non-compliance with the three-day mandatory reporting requirement under the POEA-SEC.<sup>45</sup>

A careful perusal of this case shows that petitioner failed to adduce concrete and sufficient evidence to prove that his illness is work-related. The permanent disability grading issued by Dr. Tan cannot be considered as an effective assessment for purposes of the POEA-SEC. It is a well-settled doctrine that if doubt exists between the evidence presented by the employer

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<sup>44</sup> Id. at 463-464.

<sup>45</sup> *Rollo*, pp. 59-65.

and the employee, the scales of justice must be tilted in favor of the employee.<sup>46</sup> However, We cannot put the burden on respondents when the record is bereft of any evidence showing any violation on their part.

**WHEREFORE**, in view of the foregoing, the Petition for Review on *Certiorari* is **DENIED** for lack of merit. The Decision dated July 17, 2017 and the Resolution dated March 21, 2018 of the Court of Appeals in CA-G.R. SP No. 138401 are hereby **AFFIRMED**.

**SO ORDERED.**




**EDGARDO L. DELOS SANTOS**  
Associate Justice

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<sup>46</sup> See *Cocoplans, Inc. v. Villapando*, 785 Phil. 734, 753 (2016).

**WE CONCUR:**

  
**ESTELA M. PERLAS-BERNABE**  
 Senior Associate Justice  
 Chairperson


  
**RAMON PAUL L. HERNANDO**  
 Associate Justice

  
**HENRI JEAN PAUL B. INTING**  
 Associate Justice

(On Leave)  
**PRISCILLA J. BALTAZAR-PADILLA**  
 Associate Justice

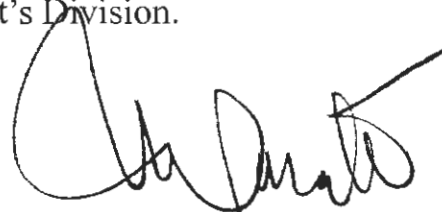
**ATTESTATION**

I attest 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.

  
**ESTELA M. PERLAS-BERNABE**  
 Senior Associate Justice  
 Chairperson, Second Division

**CERTIFICATION**

Pursuant to Section 13, Article VIII of the Constitution, and the Division Chairperson's Attestation, 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.

  
**DIOSDADO M. PERALTA**  
 Chief Justice