Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

PHILIPPINE TRANSMARINE CARRIERS INC., and/or MARIN SHIPMANAGEMENT LIMITED, *Petitioners,*	**G.R. No. 210329**
	Present:
- versus -	PERALTA, *CJ.*, CAGUIOA, CARANDANG, ZALAMEDA, *and* GAERLAN, *JJ.*
CLARITO A. MANZANO, *Respondent.*	Promulgated: MAR 18 2021

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DECISION

GAERLAN, *J.*:

This is a Petition for Review on *Certiorari*[1] of the Court of Appeals' (CA) Decision[2] dated June 28, 2013 in CA-G.R. SP No. 125600, and its subsequent Resolution[3] dated December 10, 2013 denying Philippine Transmarine Carriers Inc., and/or Marin Shipmanagement Limited's (petitioners) motion for reconsideration. The CA dismissed the petition for review of the Decision of the National Conciliation and Mediation Board (NCMB) dated June 20, 2012 in AC-855-NCMB-NCR-86-03-12-2011 which directed herein petitioners to pay Clarito A. Manzano (respondent) the total amount of US$137,500.00, or its peso equivalent converted at the time of payment, as disability benefit plus 10% thereof as attorney's fees.[4]

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1 *Rollo*, pp. 32-49.
2 Id. at 14-27; penned by Associate Justice Jane Aurora C. Lantion and concurred in by Associate Justices Vicente S.E. Veloso and Eduardo B. Peralta, Jr.
3 Id. at 29-30.
4 Id. at 10.

Facts

Respondent entered into a contract of employment[5] with herein petitioners on February 3, 2010. He was hired as an Oiler for a period of eight months on board petitioner Marin Shipmanagement Limited's vessel, the Maersk Danang. Respondent's employment was likewise covered by the Overriding Total Crew Cost Fleet Agreement[6] (TCC CBA) entered into by the International Transport Workers' Federation and petitioner Transmarine Carriers, Inc.[7]

As a requirement, the respondent completed the pre-employment medical examination (PEME) and was declared fit for sea duty without restriction.[8] Thus, on March 27, 2010, he boarded the Maersk Danang and commenced his work.[9] His duties or responsibilities[10] involved strenuous manual labor which necessarily included pushing, pulling, lifting and/or carrying heavy items.[11]

Respondent alleged that sometime in the third week of July 2010, while he was working aboard the Maersk Danang, he slipped and fell from an elevated height and initially landed on his right knee.[12] Consequently, he suffered from severe pain on his right knee, the right side of his body, and his lumbar region.[13] Due to persistent pain, respondent requested to see a doctor. Thus, on August 2, 2010, he was brought to a hospital in Elizabeth, New Jersey, USA.[14] Thereat, he was medically attended by Dr. Baljit S. Sappal.[15] As recommended, he underwent an x-ray examination and was found to have no fracture and no dislocation but is suffering from "soft tissue injury, arthralgia, effusion?"[16]

Thereafter, on August 9, 2010, respondent went to the East Houston Regional Medical Center and was attended by Dr. George Griffin. His MRI's impression stated:

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5 Id. at 76.
6 Id. at 92-94.
7 Id. at 15.
8 Id.
9 Id.
10 Id. at 159.
11 Id. at 15-16.
12 Id. at 16.
13 Id.
14 Id. at 77-78.
15 Id.
16 Id.

1. No evidence of internal derangement.
2. Small joint effusion.
3. Slight lateral displacement of the patella. The lateral patellar facet cartilage is thinned with increased signal suggesting chondromalacia. Clinical correlation for lateral tracking abnormality is suggested.[17]

The medical findings stated that "[*y*]*our exam shows you have an injury to the knee joint. A knee sprain is a tearing of the ligaments that hold the joint together. There are no broken bones. Sprains take 3 to 6 weeks to heal. For persistent pain beyond one week, motion* [*and*] *strengthening exercises may be required through your doctor orthopedist.*"[18] He was likewise advised to stay off the injured leg as much as possible.[19]

Despite the advice, respondent had to return to work.[20]

Respondent likewise claimed that in September 2010, while he was entering the engine room, he was hit by a metal door at his right shoulder when a co-worker opened another door that resulted to the strong pressure on the door that hit him. This caused him pain on the said shoulder and also in his back.[21] Regardless, he continued performing his duties.

On November 27, 2010, due to the persistent pain on his right shoulder and back, he went to the Badr Al Samaa Group of Hospital and Polyclinics in Ruwi, Sultanate of Oman[22] where he was examined and was found to be suffering from costochondritis and myalgia in his right shoulder.[23]

Respondent's eight-month contract ended; thus, he was repatriated. He arrived in Manila on December 3, 2010. On the third day from his arrival, he went to the petitioners' office but was not examined by the company-designated physician but was advised to obtain a Cocolife card.[24]

It was not until December 15, 2010 that respondent was examined at St. Luke's Medical Center under the care of Dr. Randolph M. Molo (Dr. Molo), the company-designated physician, who recommended that respondent undergo an x-ray and Magnetic Resonance Imaging (MRI).[25]

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17 Id. at 80.
18 Id. at 81.
19 Id.
20 Id. at 16.
21 Id. at 16-17.
22 Id. at 86.
23 Id. at 87.
24 Id. at 17.
25 Id. at 167.

The MRI on his right upper extremity showed:

> IMPRESSION:
> Supraspinatus and infraspinatus tendinosis
> Increased signal intensity in the labrum indicative of tear
> Moderate acromioclavicular joint hypertrophy
> Minimal fluid, subacromial-subdeltoid bursa[26]

While the MRI on lumbosacral spine showed:

> IMPRESSION:
> Degenerative disk disease at L3-L4 and L5-S1
> Mild posterior disk bulge with encroachment into the right neural canal at L3-L4[27]

Thereafter, the respondent attended physical therapy sessions for several months at the said hospital. Despite the therapy, he continued to suffer from pain. Hence, Dr. Molo recommended knee and shoulder arthroscopies.[28]

Notwithstanding all treatment undergone, respondent still felt pain in his right knee, right shoulder, and lower back. Dr. Molo did not conclude with an assessment as regards respondent's fitness to work.[29] Thus, on August 10, 2010, he consulted with Dr. Renato P. Runas (Dr. Runas). According to Dr. Runas, there was still swelling in respondent's right knee with inability to squat,[30] there was atrophy of his quadriceps and calf muscles;[31] the movement of his right shoulder remained limited because of pain;[32] his shoulder abduction only reached 90 degrees;[33] the paraspinal muscles were tensed and spastic;[34] and his trunk movement was limited.[35] Dr. Runas concluded that respondent is now permanently unfit to resume sea duties with permanent partial disability.[36]

Based on the findings and evaluation of Dr. Runas, respondent sought to recover disability benefits from petitioners.[37] However, petitioners did not heed his claims.

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26 Id. at 168.
27 Id. at 169.
28 Id. at 170-171.
29 Id. at 17.
30 Id. at 90.
31 Id.
32 Id.
33 Id.
34 Id.
35 Id.
36 Id. at 91.
37 Id. at 19.

The NCMB Ruling

On April 11, 2011, respondent submitted a Notice to Arbitrate before the NCMB.[38] However, the parties failed to amicably settle. Thus, on October 15, 2011, they agreed to submit the dispute for voluntary arbitration.[39]

The NCMB resolved the case and ruled in favor of respondent. It ordered the petitioners to pay respondent disability benefits and attorney's fees in the total amount of US$137,500.00 based on the TCC CBA.[40]

The CA Ruling

The petitioners elevated the case before the CA through a petition for review and interposed that the NCMB Panel erred in applying the TCC CBA and the 240-day presumptive disability rule in resolving the case in favor of respondent.[41]

The CA in affirming the ruling of the NCMB ruled that the respondent's disability was the result of none other than an accident.[42] Therefore, it concluded that Section 19 of the TCC CBA applies in the case and that NCMB Panel committed no error in its ruling.[43] Moreover, the CA also took into consideration the fact that no certification as to respondent's fitness to work was ever issued by the company-designated physician, thus, it likewise used the 240-day presumptive disability rule against the petitioners.[44] The dispositive portion of the questioned CA Decision states:

> WHEREFORE, premises considered, the instant petition is hereby DISMISSED for lack of merit. ACCORDINGLY, the challenged Decision dated 20 June 2012 of the Panel is AFFIRMED.
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> SO ORDERED.[45]

A Motion for Reconsideration was filed by the petitioners but the same was denied through the appellate court's Resolution dated December 10, 2013.[46]

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38 Id.
39 Id.
40 Id.
41 Id.
42 Id. at 20.
43 Id. at 20-21.
44 Id. at 24.
45 Id. at 26.
46 Id. at 29-30.

Issue

WHETHER OR NOT A SEAFARER WHO FINISHED AND COMPLETED HIS EMPLOYMENT CONTRACT WITHOUT ANY MEDICAL COMPLAINT ON BOARD OR UPON ARRIVAL IN THE PHILIPPINES IS ENTITLED TO DISABILITY COMPENSATION[.][47]

Respondent is of the opinion that his claim for compensation for the injuries he suffered should be resolved under the TCC CBA. On the other hand, the petitioners denied respondent's claim under the TCC CBA and averred that the same is inapplicable as it only governs claims based on accidents. Petitioners argued that there being no proof of any accident on board, respondent is not entitled to his claims.[48]

The Ruling of this Court

Entitlement of seafarers to disability benefits is a matter governed, not only by medical findings, but by law and by contract.[49] The pertinent statutory provisions are Articles 191 to 193 under Chapter VI (Disability Benefits) of the Labor Code, in relation with Rule X of the Rules and Regulations Implementing Book IV of the Labor Code.[50] By contract, the Philippine Overseas Employment Administration-Standard Employment Contract (POEA-SEC), as provided under Department Order No. 4, series of 2000 of the Department of Labor and Employment, and the parties' CBA, in this case the TCC CBA, bind the seaman and his employer to each other.[51]

The TCC CBA provides that:

DISABILITY
§ 19

1. A Seafarer who suffers an injury as a result of an accident from any cause whatsoever whilst in the employment of the Manager/Owners, including accidents occurring whilst travelling to or from the ship or as a result of marine or other similar peril, and whose ability to work is reduced as a result thereof, shall receive from the Managers/Owners in addition to her/his sick pay (§14 and §15 above), a compensation stated below:

Compensation: a) Masters and Officers and ratings above AB - US$ 250,000

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47 Id. at 35.
48 Id. at 38.
49 *C.F. Sharp Crew Mgmt., Inc. v. Castillo*, 809 Phil. 180, 189 (2017).
50 Id.
51 Id.

b) All Ratings, AB and below
US$ 125,000 -

x x x x[52]

Clearly, the injury must be a result of an accident for it to be compensable under the TCC CBA. In *NFD Int'l Manning Agents, Inc./Barber Mgmt. Ltd. v. Illescas*,[53] the term "accident" was exhaustively defined, to *wit*:

> 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."
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> "Accident," in its commonly accepted meaning, or in its ordinary sense, has been defined as:
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> > [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."[54] (Emphasis and underscoring in the original, citations omitted)

Although respondent claimed that his knee injury was caused by an accident when, while on board, he slipped, fell from an elevated height, and landed on his right knee; and his right shoulder injury was caused by a metal door that hit him at his right shoulder while he was entering a room and a co-worker opened another door that resulted to the strong pressure on the door that hit him, no proof was adduced to support his allegations. Seemingly, his injuries were caused by different accidents on board the Maersk Danang, however, the petitioners were able to present proof to the contrary. The medical documents of respondent, which were presented by

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52 Id. at 100.
53 646 Phil. 244 (2010).
54 Id. at 260.

both parties as evidence, clearly indicated that his injury in his right shoulder was not caused by an accident.[55] Further, the petitioners submitted a statement issued by the master of the Maersk Danang that no accident on board involving respondent was ever recorded.[56] Anent his claim that his knee injury was caused by an accident, no proof was presented by respondent to support the same.

Time-honored is the rule that whoever claims entitlement to benefits provided by law should establish his right thereto by substantial evidence which is more than a scintilla; real and substantial, and not merely apparent.[57] It was incumbent upon respondent to prove his allegation that his injuries were caused by accidents on board the vessel. His failure to do so certainly resulted to his non-entitlement to the benefits he was seeking for under the TCC CBA.

Respondent's non-entitlement to the benefits under the TCC CBA does not mean he can no longer claim benefits. He still can under the POEA-SEC which is deemed incorporated to his employment contract, provided, however, that he is able to prove that his injuries or illnesses are work-related.

Petitioners, in their attempt to exculpate themselves from any liability, asseverated that since respondent was not medically repatriated, his injuries or illnesses are not compensable even under the POEA-SEC.

This Court does not agree.

While it is true that respondent was repatriated because his contract had already ended, the injuries he complained of initially manifested while on board the Maersk Danang. Based on the documentary evidence presented by both parties, respondent begun to suffer pain in his right knee as early as the third week of July 2010 which prompted him to request to consult a doctor. As established, on August 02, 2010, he was brought to a hospital in Elizabeth, New Jersey, USA where he was found to be suffering from "soft tissue injury, arthralgia, effusion?"[58] Also, upon follow-up check on August 9, 2010, he was found to be suffering from a sprained knee.[59] Later, on November 27, 2010, before he was repatriated for end of contract, he consulted a company-designated physician in Oman and was found suffering from costochondritis and myalgia in his right shoulder.[60]

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55 *Rollo*, pp. 77, 86.
56 Id. at 107.
57 *Ventis v. Salenga*, G.R. No. 238578, June 8, 2020.
58 *Rollo*, p. 78.
59 Id. at 79, 81.
60 Id. at 86-87.

Not far from the time of respondent's arrival in Manila, the company designated physician, Dr. Molo, ordered for an MRI on his right upper extremity. As a result, respondent was found to be suffering from supraspinatus and infraspinatus tendinosis; increased signal intensity in the labrum indicative of tear; moderate acromioclavicular joint hypertrophy; and had minimal fluid in his subacromial-subdeltoid bursa.[61] Moreover, an MRI on lumbosacral spine showed that he was suffering from degenerative disk disease at L3-L4 and L5-S1; mild posterior disk bulge with encroachment into the right neural canal at L3-L4.[62]

Notwithstanding undergoing treatments for several months, his condition did not improve. Thus, he opted to consult another doctor who found him suffering from a swollen right knee with inability to squat;[63] atrophy of quadriceps and calf muscles;[64] limited movement of right shoulder because of pain;[65] limited shoulder abduction which only reached 90 degrees;[66] tensed and spastic paraspinal muscles;[67] and limited trunk movement. For all these, respondent is claiming for disability benefits or compensation.

Petitioner's claim that respondent, being repatriated for end of contract and not for any medical condition, is not entitled to disability benefits is of no moment. It is significant at this juncture to cite the ruling in the recent case of *Ventis Maritime Corporation, et al. v. Salenga*[68] where it was ruled that –

> Nonetheless, even if Salenga's illnesses manifested or were discovered after the term of the contract, and even if Section 20 (A) finds no application to him, he may still claim disability benefits.
>
> In instances where the illness manifests itself or is discovered after the term of the seafarer's contract, the illness may either be (1) an occupational illness listed under Section 32-A of the POEA-SEC, in which case, it is categorized as a work-related illness if it complies with the conditions stated in Section 32-A, or (2) an illness not listed as an occupational illness under Section 32-A but is reasonably linked to the work of the seafarer.[69] (Underscoring supplied)

Certainly then, a seafarer who was repatriated for end of contract and had no medical condition during his employment but later suffers from an

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61 Id. at 168.
62 Id. at 169.
63 Id. at 90.
64 Id.
65 Id.
66 Id.
67 Id.
68 *Ventis v. Salenga,* supra note 57.
69 Id.

illness which manifested only after the end of his employment can still be entitled to disability benefits provided, he/she can prove that the illness suffered is reasonably linked to the work performed on board. It is, thus, absurd to say that respondent, who was repatriated for end of contract but already had medical conditions while onboard during his employment, is not entitled to disability benefits while a seafarer, who was likewise repatriated for end of contract but suffered from an illness which manifested only after repatriation, is entitled to the same benefits.

As mentioned earlier, a seafarer's disability claim is governed by the medical findings, laws, and contracts entered into by the employer and the seafarer. Deemed incorporated in the seafarer's employment contract is the POEA-SEC. In this case, since the parties executed the employment contract on February 3, 2010, the 2000 POEA-SEC shall govern.

Undeniably, Dr. Molo, the company-designated physician, failed to issue a certification as to respondent's medical condition or fitness to work despite lapse of the 240-day extended period for treatment from initial examination.[70]

It is true that a seafarer's mere inability to perform his or her usual work after 120 days does not automatically lead to entitlement to permanent and total disability benefits because the 120-day period for treatment and medical evaluation by a company-designated physician may be extended to a maximum of 240 days.[71]

In *Orient Hope Agencies, Inc. and/or Zeo Marine Corporation v. Jara*,[72] this Court held that –

> The 120-day period mandated in Section 20(B) of the POEA-SEC, within which a company-designated physician should declare a seafarer's fitness for sea duty or degree of disability, should accordingly be harmonized with Article 198[192](c)(1) of the Labor Code, in relation with Book IV, Title II, Rule X of the Implementing Rules of the Labor Code, or the Amended Rules on Employee Compensation. Book IV, Title II, Article 198[192](c)(1) of the Labor Code, as amended, reads:
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> > Article 198. [192] *Permanent total disability.* — [x x x]
> >
> > [x x x x]
> >
> > (c) The following disabilities shall be deemed total and permanent:

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70 *Rollo*, p. 24.

71 *Orient Hope Agencies, Inc. v. Jara*, G.R. No. 204307, June 6, 2018, 864 SCRA 428, 443.

72 Id.

> (1) Temporary total disability lasting continuously for more than one hundred twenty days, except as otherwise provided for in the Rules[.]

Meanwhile, Rule X, Section 2 of the Implementing Rules of the Labor Code, reads:

> 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 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 any time 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.[73] (Citation omitted)

This Court explained in *Vergara v. Hammonia Maritime Services, Inc.*[74] that –

> As these provisions operate, the seafarer, upon sign-off from his vessel, must report to the company-designated physician within three (3) days from arrival for diagnosis and treatment. For the duration of the treatment but in no case to exceed 120 days, the seaman is on *temporary total disability* as he is totally unable to work. He receives his basic wage during this period until he is declared fit to work or his temporary disability is acknowledged by the company to be permanent, either partially or totally, as his condition is defined under the POEA Standard Employment Contract and by applicable Philippine laws. If the 120 days initial period is exceeded and no such declaration is made because the seafarer requires further medical attention, then the temporary total disability period may be extended up to a maximum of 240 days, subject to the right of the employer to declare within this period that a permanent partial or total disability already exists. x x x[75] (Underscoring supplied, citations omitted)

Clearly, the period within which the company-designated physician shall issue an assessment shall not exceed 240 days. The failure of the company-designated physician to render a final and definitive assessment of a seafarer's condition within the 240-day extended period consequently transforms the seafarer's temporary and total disability to permanent and total disability.[76]

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73 Id. at 441-442.
74 588 Phil. 895 (2008).
75 Id. at 912.
76 *Orient Hope Agencies, Inc. and/or Zeo Marine Corporation v. Jara*, supra note 72 at 431.

The petitioners in further fostering their claim for non-liability faulted respondent and said that his non-compliance to the mandatory requirement of post-employment medical examination within three days upon arrival resulted to the forfeiture of his right to claim any disability benefits.[77]

It is indeed true that to be qualified for the monetary benefits, the POEA-SEC requires that the seafarer submit himself/herself to a post-employment medical examination by a company-designated physician within three working days upon his return to the Philippines, except when he is physically incapacitated to do so.[78] The petitioners should be reminded, however, that on the second working day from respondent's arrival in the Philippines, he submitted himself for post-employment medical examination to the company-designated physician who did not examine him but instead required him to obtain a Cocolife card.[79] To set the record straight, respondent complied with the requirement. He did not refuse to be examined by the company-designated physician or totally ignore the requirement for a post-employment medical examination within three working days from his arrival. In fact, as soon as he obtained the Cocolife card, he was examined by the company-designated physician on December 15, 2010.[80]

Total disability does not require that the employee be completely disabled, or totally paralyzed.[81] The Court has reiterated in many cases that total permanent disability means the disablement of an employee to earn wages in the same kind of work that he was trained for, or accustomed to perform, or any kind of work which a person of his mentality and attainments could do. It does not mean absolute helplessness.[82] What is necessary is that the injury must be such that the employee cannot pursue his or her usual work and earn from it.[83] Furthermore, a total disability is considered permanent if it lasts continuously for more than 120 days or 240 days, whichever is necessary.[84] What is crucial is whether the employee who suffers from disability could still perform his work notwithstanding the disability he incurred.[85] Apparently, in this case, respondent was not able to return to his job as a seafarer even after the lapse of the 240-day period of medical care, procedure, and therapy. This is confirmed by the failure of the company-designated physician to issue a certification as to the fitness to engage in sea duty or disability even after the lapse of the 240-day period. To reiterate, such failure rendered the respondent entitled to permanent disability benefits.

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77 *Rollo*, p. 180.
78 *Manila Shipmanagement and Manning, Inc., et al. v. Aninang*, 824 Phil. 916, 926 (2018).
79 *Rollo*, p. 25.
80 Id. at 167.
81 *Fil-Star Maritime Corporation, et al. v. Rosete*, 677 Phil. 262, 273 (2011).
82 Id. at 274.
83 Id.
84 Id.
85 Id.

Undoubtedly then, respondent is entitled to the maximum US$60,000.00 as disability benefit.

Anent the claim for attorney's fees, considering that respondent incurred legal expenses after the petitioners denied him his disability benefits and was thus constrained to litigate with a counsel in all the stages of this proceeding to protect his rights and interest, this Court considers 10 percent (10%) of the total monetary award as appropriate and commensurate under the circumstances.[86]

Article 2208 of the New Civil Code states the policy that should guide the courts when awarding attorney's fees to a litigant.

> **Art. 2208.** In the absence of stipulation, attorney's fees and expenses of litigation, other than judicial costs, cannot be recovered, except:
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> x x x x
>
> (8) In actions for indemnity under workmen's compensation and employer's liability laws;
>
> In all cases, the attorney's fees and expenses of litigation must be reasonable.

Finally, taking into account the ruling of this Court in *Guagua National Colleges v. Court of Appeals*[87] that "the decisions and awards of Voluntary Arbitrators, albeit immediately final and executory, remained subject to judicial review in appropriate cases through petitions for *certiorari*,"[88] if, in case, the decision of NCMB was already executed and the monetary award has been satisfied, respondent should return the difference between the monetary award granted to him by the NCMB and that of this Court. Otherwise, interest shall be imposed in accordance with the ruling of *Nacar v. Gallery Frames*.[89] The pertinent portion of the ruling of *Nacar* states:

> x x x When the judgment of the court awarding a sum of money becomes final and executory, the rate of legal interest, whether the case falls under paragraph 1 or paragraph 2, above, shall be 6% per annum from such finality until its satisfaction, this interim period being deemed to be by then an equivalent to a forbearance of credit.

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86 *Hoegh Fleet Services Phils., Inc., et al. v. Turallo*, 814 Phil. 996, 1005 (2017).
87 878 SCRA 362 (2018).
88 Id. at 375.
89 716 Phil. 267 (2013).

> And, in addition to the above, judgments that have become final and executory prior to July 1, 2013, shall not be disturbed and shall continue to be implemented applying the rate of interest fixed therein.[90] (Underscoring supplied)

Accordingly, considering that Decisions of the NCMB are immediately final and executory, and that the NCMB decision subject herein was rendered way before July 1, 2013,[91] the interest rate imposed therein shall be maintained.

WHEREFORE, the petition is **PARTIALLY GRANTED**. The Decision dated June 28, 2013 and the Resolution dated December 10, 2013 in CA-G.R. SP No. 125600 of the Court of Appeals are hereby **MODIFIED.** Petitioners Philippine Transmarine Carriers Inc., and/or Marin Shipmanagement Limited are hereby ordered jointly and severally to pay respondent Clarito A. Manzano the following:

1. his total permanent disability benefits in the amount of US$60,000.00 or its equivalent amount in Philippine currency at the time of payment; and

2. ten percent (10%) of the total monetary award as attorney's fees.

SO ORDERED.

SAMUEL H. GAERLAN
Associate Justice

WE CONCUR:

DIOSDADO M. PERALTA
Chief Justice

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90 Id. at 283.
91 *Rollo*, p. 19.

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

ROSMARI D. CARANDANG
Associate Justice

RODIL V. ZALAMEDA
Associate Justice

CERTIFICATION

Pursuant to Section 13, Article VIII 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.

DIOSDADO M. PERALTA
Chief Justice