Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

OSG SHIPMANAGEMENT MANILA, INC., MICHAELMAR SHIPPING SERVICES, INC., and/or MA. CRISTINA PARAS, *Petitioners,*	**G.R. No. 207344**
- versus -	Present: PERALTA, *C.J.*, CAGUIOA, CARANDANG,* ZALAMEDA, and GAERLAN, *JJ.*
VICTORIO B. DE JESUS, *Respondent.*	Promulgated: NOV 18 2020

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DECISION

GAERLAN, *J.*:

Subject to review under Rule 45 of the Rules of Court at the instance of petitioners OSG Shipmanagement Manila, Inc., Michaelmar Shipping Services, Inc., and/or Ma. Cristina Paras, are the Decision[1] promulgated on January 31, 2013 and the Resolution[2] dated May 28, 2013 in CA-G.R. SP No. 120916, whereby the Court of Appeals (CA) reversed the National Labor Relations Commission's (NLRC) Decision[3] dated March 31, 2011 in NLRC LAC (OFW-M) No. 08-000633-10.

The Antecedents

Victorio B. De Jesus (respondent) alleged that he was hired by petitioner OSG Shipmanagement Manila, Inc. (petitioner), for and in behalf of Michaelmar Shipping Services, its foreign principal on Board "M/T OVERSEAS ANDROMAR, as Second Cook on January 15, 2008. His contract period was for eight months on the board the vessel M/T OVERSEAS ANDROMAR.[4] Prior to boarding on February 20, 2008, he underwent medical examination and was

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* On official leave.

1 *Rollo*, pp. 57-68; penned by Associate Justice Amelita G. Tolentino, with Associate Justices Ramon R. Garcia and Danton Q. Bueser, concurring.

2 Id. at 129-130.

3 Id. at 139-144.

4 Id. at 140.

declared "Fit to work."[5] Several days after boarding, respondent noticed that the drinking water is salty and dirty. During the voyage, respondent experienced sudden pain all over his body and experienced nausea.[6] Thus, when the ship anchored in Rotterdam, Netherlands, he consulted a doctor who diagnosed him with Costen Syndrome. Despite taking medication, respondent's condition did not improve. Hence, he was sent to a doctor in Singapore and then in China, who diagnosed him of urethritis and kidney stones.[7]

Respondent further averred that when he was repatriated to the Philippines on November 14, 2008, petitioner refused to let him undergo a medical examination due to the absence of a master's medical pass.[8] He was, thus, constrained to seek treatment from his personal doctor. He then underwent Nephrectomy, a surgery to remove one of his kidneys.[9] On August 26, 2009, a doctor at the Intellicare Makati Clinic certified that respondent is no longer fit for maritime duties.[10] Thus, he filed a complaint for full disability compensation against petitioners.

For their part, petitioners averred that respondent was repatriated due to a finished contract.[11] Upon his arrival, respondent did not report for a post-employment medical examination. They were, thus, surprised when, after nine months from respondent's repatriation, they learned that a complaint for full disability compensation was lodged by respondent before the Labor Arbiter.[12]

Petitioners further contended that respondent's illnesses are not occupational diseases and not work-related; respondent, therefore, is not entitled to disability compensation.[13]

The Labor Arbiter Ruling

Labor Arbiter Lutricia F Quitevis-Alconcel (Labor Arbiter) rendered the May 7, 2010 Decision[14] dismissing respondent's complaint for lack of merit. The Labor Arbiter ratiocinated that respondent was repatriated not because of any medical condition but due to a finished contract; and respondent failed to prove that his illnesses were work-related. The Labor Arbiter, thus, disposed the case in this wise:

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5 Id.
6 Id.
7 Id.
8 Id.
9 Id.
10 Id.
11 Id. at 141.
12 Id. at 134.
13 Id.
14 Id. at 131-137.

> **WHEREFORE**, in the light of the foregoing, judgment is hereby rendered **DISMISSING** the complaint for lack of merit.
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> All other claims herein sought and prayed for are hereby denied for lack of legal and factual bases.
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> **SO ORDERED**.[15]

Undaunted, respondent filed an appeal to the NLRC.

The NLRC Ruling

On appeal, the NLRC affirmed the dismissal of the complaint. In its Decision[16] promulgated on March 31, 2011, the NLRC likewise ruled that respondent's repatriation is not due to his alleged medical condition but because of a finished contract. Respondent likewise failed to prove that his illnesses were work-related and that they came about during the term of his employment. The *fallo* of the NLRC decision reads:

> **WHEREFORE**, premises considered, the Appeal is **DENIED** for lack of merit. The Decision of May 7, 2010 is hereby **AFFIRMED**.
>
> **SO ORDERED**.[17]

Respondent then moved for reconsideration, it was, however, denied. Hence, respondent filed a petition for *certiorari* with the CA.

The CA Ruling

In the assailed Decision[18] promulgated on January 31, 2013, the CA reversed the NLRC's Decision, the decretal portion of which reads:

> **WHEREFORE**, premises considered, the petition is **GRANTED**. The assailed March 31, 2011 decision of public respondent and its June 15, 2011 resolution are **HEREBY REVERSED AND SET ASIDE**. The private respondents are held jointly and severally liable to pay the petitioner permanent and total disability benefits in the amount of US$60,0000.00, or its peso equivalent at the prevailing exchange rate at the time of payment, reimbursement of expenses duly supported by official receipts, and attorney's fees of ten percent (10%) of the total monetary award.

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15 Id. at 137.
16 Id. at 139-144.
17 Id. at 143.
18 Id. 57-67.

SO ORDERED.[19]

In reversing the NLRC's Decision, the CA concluded that the ailments of respondent were caused and/or aggravated by the nature of his employment. The CA further explained that, although his illnesses resulting in the removal of his kidney are not among those listed in Section 32-A (Occupational Disease) of the 2000 Philippine Overseas Employment Administration- Standard Employment Contract (POEA-SEC), such ailments are presumed to be work-related. Accordingly, petitioners have the burden of proof to overturn such presumption. Petitioners, however, failed to do so.

Aggrieved, petitioners moved for reconsideration. It was, however, denied in a Resolution[20] dated May 28, 2013.

Hence, the instant petition for review on *certiorari*[21] interposing the following issues:

Issues

I.

Whether the [CA] committed serious, reversible error of law in awarding total and permanent disability benefits to Mr. Victorio de Jesus notwithstanding (i) completion of his employment contract; and (ii) failure to submit himself to the company doctor for a post-medical examination within 3 days from his arrival in the Philippines contrary to the rulings of this Honorable Court in ***Coastal Safeway Marine Services, Inc. v. Esguerra, GR. No. 185352, 10 August 2011*** and ***Jebsens Maritime Inc., represented by Ms. Arlene Asuncion and/or Alliance Marine Services, Lld., v. Enrique Undag, GR. No. 191491, 14 December 2011;***

II.

Whether the [CA] committed serious reversible error of law in awarding total and permanent disability benefits to Mr. Victorio de Jesus notwithstanding overwhelming evidence presented by petitioners that his illness does not render him permanently and totally disabled. Respondent's condition, loss of one kidney is classified as Grade 7 under POEA Contract. x x x

III.

Whether the [CA] erred in awarding attorney's fees in favor of the private respondent despite justified refusal to pay full and permanent disability benefits based on the fact that private respondent finished his contract.[22]

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19 Id. at 67.
20 Id. at 129-130.
21 Id. at 3-50.
22 Id. at 9-10.

The Court's Ruling

The petition is meritorious.

Petitioners insist that respondent is not entitled to permanent disability compensation considering that his ailments are not work-related and they did not occur during the term of his employment. They expound that respondent was not repatriated due to a medical condition but because of a finished contract; in fact, after repatriation, he tendered his intent to board another vessel on February 28 or in March of 2009. Petitioners likewise contend that respondent's failure to report for a post-employment medical examination to a company-designated doctor immediately after repatriation is fatal to his claim for disability compensation. Finally, petitioners assert that respondent failed to prove that his ailments had rendered him permanently unfit for sea duty.

Respondent, on the other hand, alleges that his employment on board petitioners' vessel as a Cook exposed him to several factors which caused and aggravated his condition (kidney stones and urethritis); he reported to petitioner upon repatriation for a medical examination and treatment but the company-designated physician refused to attend to his aid for lack of a master's medical pass; his failure to present a master's medical pass upon repatriation was due to the ship captain's non-issuance thereof. Finally, respondent claims that due to his illnesses, one of his kidneys was removed resulting in his permanent unfitness for sea duty.

This Court rules in favor of petitioner.

At the outset, the issues the petitioners raised unavoidably assail common factual findings of the labor arbiter, the NLRC, and the CA. As a rule, only questions of law may be raised in a Rule 45 petition.[23] In the case of *Punong Bayan and Araullo (P&A) v. Lepon*,[24] the Court had the opportunity to explain the parameters of a Rule 45 appeal from the CA's Rule 65 decision on a labor case, *viz.*:

> In a Rule 45 review, we consider the correctness of the assailed CA decision, in contrast with the review for jurisdictional error that we undertake under Rule 65. Furthermore, Rule 45 limits us to the review of questions of law raised against the assailed CA decision. In ruling for legal correctness, we have to view the CA decision in the same context that the petition for certiorari it ruled upon was presented to it; **we have to examine the CA decision from the prism of whether it correctly determined the presence or absence of grave abuse of discretion in the NLRC decision before it, not on the basis of whether the NLRC decision on the merits of the case was correct.** In other words, we have

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23 *Calaoagan v. People*, G.R. No. 222974, March 20, 2019.

24 772 Phil. 311 (2015).

> to be keenly aware that the CA undertook a Rule 65 review, not a review on appeal, of the NLRC decision challenged before it.
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> Accordingly, we do not re-examine conflicting evidence, re-evaluate the credibility of witnesses, or substitute the findings of fact of the NLRC, an administrative body that has expertise in its specialized field. Nor do we substitute our "own judgment for that of the tribunal in determining where the weight of evidence lies or what evidence is credible." The factual findings of the NLRC, when affirmed by the CA, are generally conclusive on this Court.
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> **Nevertheless, there are exceptional cases where we, in the exercise of our discretionary appellate jurisdiction, may be urged to look into factual issues raised in a Rule 45 petition. For instance, when the petitioner persuasively alleges that there is insufficient or insubstantial evidence on record to support the factual findings of the tribunal or court a quo**, as Section 5, Rule 133 of the Rules of Court states in express terms that in cases filed before administrative or quasi-judicial bodies, a fact may be deemed established only if supported by substantial evidence.[25] (Emphasis in the original, citation omitted)

In the instant case, this Court holds and so rules that it is necessary to examine the records to determine whether the findings of the Labor Arbiter and the NLRC are supported by substantial evidence.

Entitlement to disability benefits by seamen on overseas work is a matter governed, not only by medical findings but also by law and by contract. The material statutory provisions are Articles 197-199 (formerly Articles 191 to 193) under Chapter VI (Disability Benefits), Book IV of the Labor Code, in relation to Rule X of the Rules and Regulations Implementing Book IV of the Labor Code. By contract, Department Order No. 4, series of 2000 of the Department of Labor and Employment or the POEA-SEC (the governing POEA-SEC at the time the petitioners employed respondent in 2008), and the parties' Collective Bargaining Agreement, bind the relationship between the seaman and his employer.

Section 20(B), paragraph 6 of the 2000 POEA-SEC reads:

> Section 20(B) — 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:
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> x x x x
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> 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 this Contract. Computation of

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25 Id. at 321-322.

> his benefits arising from an illness or disease shall be governed by the rates and rules of compensation applicable at the time the illness or disease was contracted.

Pursuant to the afore-quoted provision, two elements must concur for an injury or illness to be compensable. First, that the injury or illness must be work-related; and second, that the work-related injury or illness must have arisen during the term of the seafarer's employment contract.[26] Accordingly, for disability to be compensable under Section 20(B) of the 2000 POEA-SEC, it must be the result of a work-related injury or a work-related illness, which are defined as "injur[ies] resulting in disability or death arising out of and in the course of employment" and 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."[27]

This section, Section 20(B), should be read together with Section 32-A of the POEA-SEC that enumerates the various diseases deemed occupational and, therefore, compensable. Thus, for a seafarer to be entitled to the compensation and benefits under Section 20(B), the disability causing illness or injury must be one of those listed under Section 32-A, it reads in part:

> Section 32-A. — OCCUPATIONAL DISEASES
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> For an occupational disease and the resulting disability or death to be compensable, all of the following conditions must be satisfied:
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> 1. The seafarer's work must involve the risks described herein;
> 2. The disease was contracted as a result of the seafarer's exposure to the described risks;
> 3. The disease was contracted within a period of exposure and under such other factors necessary to contract it;
> 4. There was no notorious negligence on the part of the seafarer.
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> x x x x

The list of occupational diseases, however, is not exclusive. Meaning, even those diseases or injuries not enumerated in Section 32-A may still be compensable. In fact, the POEA-SEC provides for a disputable presumption of work-relatedness for non-POEA-SEC-listed occupational disease and the resulting illness or injury which a seafarer may have suffered during the term of his employment contract. The disputable presumption, however, "does not signify an automatic grant of compensation and/or benefits claim; the seafarer must still prove his entitlement to disability benefits by substantial evidence of his illness' work-relatedness."[28]

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26 *Jebsens Maritime, Inc. and/or Alliance Marine Services, Ltd. v. Undag*, 678 Phil. 938, 945 (2011).
27 *Centennial Transmarine, Inc. v. Quiambao*, 763 Phil. 411, 423 (2015).
28 *Jebsen Maritime, Inc. v. Ravena*, 743 Phil. 371, 387-388 (2014).

Thus, in situations where the seafarer seeks to claim the compensation and benefits that Section 20-B grants to him, the law requires the seafarer to prove that: (1) he suffered an illness; (2) he suffered this illness during the term of his employment contract; (3) he complied with the procedures prescribed under Section 20-B; (4) his illness is one of the enumerated occupational diseases or that his illness or injury is otherwise work-related; and (5) he complied with the four conditions enumerated under Section 32-A for an occupational disease or a disputably-presumed work-related disease to be compensable.[29]

Under these considerations, this Court holds and so rules that respondent's claim must fail. He failed to substantially satisfy the prescribed requirements to be entitled to disability benefits.

First, this Court agrees with respondent that he developed several illnesses while onboard the vessel. This is supported by the medical certificates from the doctors in Rotterdam, Netherlands and China. To recall, in Rotterdam, he was informed, after medical evaluation, that his condition – body pain and nausea, were triggered by stress. He was then diagnosed with Costen Syndrome. Meanwhile, in China, he was diagnosed with urethritis and kidney stones.

This, notwithstanding, his illnesses are not deemed compensable for they neither rendered him unfit for any sea duty nor disabled him in any way. This is evident in the fact that despite being diagnosed of having kidney stones and urethritis, respondent, as records show, did not seek immediate repatriation. In fact, respondent was able to fulfill his sea duties and finish his employment contract with petitioners. It, thus, seems that his condition is neither severe nor complicated. Moreover, records show that after repatriation, respondent failed to report to petitioners for a post-employment medical examination as prescribed by the rules in cases of repatriation due to a medical condition.

Even assuming that such ailments disabled respondent and made him unfit for sea duty, respondent failed to prove that they were work-related.

To reiterate, while there is a disputable presumption that respondent's illnesses, kidney stones and urethritis, which led to the removal of one of his kidneys, were work-related considering that they are not among those enumerated as occupational diseases, he is still required to discharge his own burden of proving compliance with the first three (3) conditions of compensability under Section 32-A of the 2000 POEA-SEC, *i.e.*, that (1) the seafarer's work must involve the risks described herein; (2) the disease was contracted as a result of the seafarer's exposure to the described risks; and (3) the disease was contracted within a period of exposure and under such other factors necessary to contract it.

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[29] Id. at 388-389.

In the case at bench, respondent averred that his ailments were caused and aggravated by his exposure to several factors on board the vessel, such as: drinking dirty and salty water, and long exposure to heat in the kitchen where he was working as a cook causing dehydration. This Court disagrees.

While drinking salty and dirty water, and dehydration may indeed cause kidney stones, respondent failed to prove that he and the other crew members were made to drink saline and rusty water. Respondent merely made bare allegations without proof to support his claims. On the other hand, records show that petitioners sufficiently proved that there was adequate water supply, mineral water, onboard the vessel for the consumption of the whole crew, not only of the officers. Further, if indeed they were made to drink merely desalinated seawater, not mineral water, why was it that of all the crew members of the ship, only him developed kidney stones and urethritis? Likewise, no other crew member complained of the purported unhygienic drinking water. Finally, as a cook, it is part of his tasks to stay for a longer period of time in the kitchen. It is, thus, his duty to himself to see to it that he regularly hydrates with water.

The foregoing leads this Court to conclude that respondent failed to discharge the burden of proof that there is causal connection between the nature of his employment and his illnesses, or that the risk of contracting the illnesses was increased by his working conditions.

As things are, records reveal that respondent was repatriated for "finished contract," not for medical reasons. He chose to complete his employment contract with the petitioners instead of being medically repatriated, even as he experienced nausea and body pains on board. In *Villanueva, Sr. v. Baliwag Navigacion, Inc.*,[30] the Court noted with approval the CA conclusion that the fact that the seafarer was repatriated for finished contract and not for medical reasons weakened, if not belied, his claim of illness on board the vessel.[31] Verily, repatriation due to a finished contract is "an indication that the injury or illness is not work-related."[32]

Even if this Court were to consider that respondent was repatriated for health reasons, his failure to submit himself to a post-employment medical examination by a company-designated physician within three working days upon his return militates against his claim for disability benefits.

Under Section 20-B(3), paragraph 2[33] of the 2000 POEA SEC, a seafarer who was repatriated for medical reasons must, within three working days from his

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30 715 Phil. 299 (2013).

31 Id. at 302.

32 *Phil. Transmarine Carriers, Inc. v. Saladas, Jr.*, 796 Phil. 135, 145-146 (2016).

33 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

disembarkation, submit himself to a post-employment medical examination (PEME) to be conducted by the company-designated physician. Failure of the seafarer to comply with this three-day mandatory reporting requirement shall result in the forfeiture of his right to claim the POEA-SEC granted benefits.

The purpose of this three-day mandatory reporting requirement is to allow the employer's doctors a reasonable opportunity to assess the seafarer's medical condition in order to determine whether his illness is work-related or not. As explained in *Jebsens Maritime, Inc. and/or Alliance Marine Services, Ltd. v. Undag*:[34]

> x x x The rationale behind the rule can easily be divined. Within three days from repatriation, it would be fairly easier for a physician to determine if the illness was work-related or not. After that period, there would be difficulty in ascertaining the real cause of the illness.
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> To ignore the rule would set a precedent with negative repercussions because it would open the floodgates to a limitless number of seafarers claiming disability benefits. It would certainly be unfair to the employer who would have difficulty determining the cause of a claimant's illness considering the passage of time. In such a case, the employers would have no protection against unrelated disability claims.[35]

Furthermore, time and again, case law has been consistent in stating that such rule is mandatory in nature. In *Manota v. Avantgarde Shipping Corp.*,[36] this Court dismissed the seafarer's complaint due to his failure to comply with the three-day mandatory reporting requirement, *viz.*:

> But assuming *arguendo* that Enrique was repatriated for medical treatment as he claimed, the above-quoted provision clearly provides that **it is mandatory for a seaman to submit himself to a post-employment medical examination within three (3) working days from his arrival in the Philippines before his right to a claim for disability or death benefits can prosper.** The provision, however, admits of exception, i.e., when the seafarer is physically incapacitated to do so, but there must be a written notice to the agency within the same period for the seaman to be considered to have complied with the 3-day rule. **The 3-day mandatory reporting requirement must be strictly observed since within 3 days from repatriation, it would be fairly manageable for the physician to identify whether the disease for which the seaman died was contracted during the term of his employment or that his working conditions increased the risk of contracting the ailment.**

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physically incapacitated to do so, in which case, a written notice to the agency within the same period is deemed as compliance. Failure of the seafarer to comply with the mandatory reporting requirement shall result in his forfeiture of the right to claim the above benefits.

34 Supra note 26.

35 Id. at 948-949.

36 715 Phil. 54 (2013).

> In this case, Enrique admitted that he had his physical examination at the UDMC on January 6, 1997, which was more than a month from his arrival in the Philippines, and his x-ray result showed that he had pneumonia/tuberculosis foci. **Clearly, Enrique failed to comply with the required post-employment medical examination within 3 days from his arrival and there was no showing that he was physically incapacitated to do so to justify his non-compliance. Since the mandatory reporting is a requirement for a disability claim to prosper, Enrique's non-compliance thereto forfeits petitioners' right to claim the benefits as to grant the same would not be fair to respondents.**[37] (Emphasis supplied, citations omitted)

Moreover, in the case of *Tagud v. BSM Crew Service Centre Phils., Inc./Duran* [38] (*Tagud Case*), the Court denied the seafarer's disability claims for failure to comply with this three-day mandatory reporting requirement despite allegation of the employer's refusal to examine and treat the seafarer upon repatriation, thus:

> It is stated in Section 20 (B)(3) of the 2000 POEA-SEC that a seafarer, upon signing off from the vessel for medical treatment, is required to submit himself to a post-employment medical examination by a company-designated physician within three working days upon his return. The only exception is when the seafarer is physically incapacitated to do so, in which case, the seafarer must give a written notice to the agency within three working days in order to have complied with the requirement. Otherwise, he forfeits his right to claim his sickness allowance and disability benefits.
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> In *Heirs of the Late Delfin Dela Cruz v. Philippine Transmarine Carriers, Inc.*,[39] we held that the three-day mandatory reporting requirement must be strictly observed since within three days from repatriation, it would be fairly manageable for the company-designated physician to identify whether the illness or injury was contracted during the term of the seafarer's employment or that his working conditions increased the risk of contracting the ailment. Moreover, the post-employment medical examination within three days from arrival is required to ascertain the seafarer's physical condition, since to ignore the rule would set a precedent with negative repercussions because it would open the floodgates to seafarers claiming disability benefits that are not work-related or which arose after the employment. It would certainly be unfair to the employer who would have difficulty determining the cause of a claimant's illness considering the passage of time. In such a case, the employer would have no protection against unrelated claims. Therefore, it is the company-designated physician who must proclaim that the seafarer suffered a permanent disability, whether total or partial, due to either illness or injury, during the term of the latter's employment.
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> In the present case, Tagud disembarked in Singapore and was repatriated to Manila on 8 November 2008. He alleged that he reported to his manning agency but was not given any assistance or referred to a company-designated physician. However, Tagud did not present any evidence to prove that he tried to

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37 Id. at 64.
38 822 Phil. 380 (2017).
39 758 Phil. 382, 394-395 (2015).

> submit himself to a company-designated physician within three working days upon his return. Tagud did not also present any letter that he was physically incapacitated to see the company-designated physician in order to be exempted from the rule. It took him about four months from repatriation or on 9 and 10 March 2009 to seek medical attention for pain in his upper right extremities, not from respondents' company-designated physician, but at a private clinic in Caloocan City. No other documents were submitted to prove that he asserted his rights against the company, or that he immediately took action to seek medical assistance from the company, within three days from his repatriation.[40]

For reasons unclear, respondent failed to comply with this three-day mandatory reporting requirement.

It has been established that after his repatriation, respondent did not report to petitioners nor to the company-designated physician for a post-employment medical examination. While respondent tried to justify such omission by claiming that petitioners refused to examine him for lack of a master's medical pass, he failed to prove such defense. Respondent did not present any evidence to prove that he tried to submit himself to a company-designated physician within three working days upon his return. Respondent likewise did not present any letter that he was physically incapacitated to see the company-designated physician in order to be exempted from the rule. Worse, it took him months from repatriation to seek medical attention for his ailments, not from petitioners' company-designated physician, but from a doctor of his choice. In fact, at the time of the filing of the complaint in August 2009, no doctor has declared him unfit to work. Simply put, similar to the *Tagud Case*, respondent did not submit any document to prove that he asserted his rights against the company, or that he immediately took action to seek medical assistance from the company, within three days from his repatriation.

From the foregoing, this Court finds and so rules that respondent's failure to comply with the three-day mandatory reporting requirement proves fatal to his case. Corollary, his right to claim disability benefits, sickness allowance and such other benefits in relation thereto, is deemed forfeited.

This Court likewise takes notice of the established fact that it took respondent nine long months before lodging a complaint for disability compensation against petitioners. Such inordinate delay in the institution of the complaint casts a grave suspicion and doubt not only as to the veracity of respondent's claims, but also on his true intentions against the petitioners.

In sum, this Court agrees with the findings and conclusions of the Labor Arbiter and the NLRC. Respondent is not entitled to permanent disability benefits for his failure to (1) undergo a post-employment medical examination within the

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[40] *Tagud v. BSM Crew Service Centre Phils., Inc./Duran.*, supra note 38 at 891-892.

three-day mandatory reporting period as required under the law, or to show that such failure was due to a valid reason; and (2) establish that his illnesses were work-related. Accordingly, respondent's loss of one kidney, *vis-a-vis* his doctor's certification that he is rendered permanently unfit for sea duty, are rendered irrelevant to the case.

On a final note, while the POEA standard employment contract is designed primarily for the protection and benefit of Filipino seafarers in the pursuit of their employment on board ocean-going vessels, hence, its provisions should be construed and applied fairly, reasonably, and liberally in favor or for the benefit of the seafarer and his dependents,[41] it is likewise true that whoever claims entitlement to the benefits provided by law should establish his right to the benefits by substantial evidence.[42] The burden to prove entitlement to disability benefits, therefore, lies on respondent. Unfortunately, he failed to discharge such burden.

All told, this Court concludes that the findings of the LA and the NLRC are supported by substantial evidence. The CA, therefore, committed reversible error when it awarded respondent disability benefits. Clearly, respondent's claim for disability compensation lacks legal and factual bases. The dismissal of the complaint for disability compensation against petitioners is, thus, warranted.

WHEREFORE, in view of the foregoing premises, the instant petition is **GRANTED**. The January 31, 2013 Decision and the May 28, 2013 Resolution of the Court of Appeals in CA-G.R. SP No. 120916, are **SET ASIDE**.

The May 7, 2010 Decision of the Labor Arbiter and March 31, 2011 Decision of the National Labor Relations Commission, both dismissing the complaint for lack of merit, are **REINSTATED**.

SO ORDERED.

SAMUEL H. GAERLAN
Associate Justice

WE CONCUR:

DIOSDADO M. PERALTA
Chief Justice

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41 *C.F. Sharp Crew Management, Inc. v. Legal Heirs of Godofredo Repiso*, 780 Phil. 645, 688 (2016).
42 *Interorient Maritime Enterprises, Inc. v. Creer III*, 743 Phil. 164, 183 (2014).

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

(On official leave)
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