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[G.R. No. L-47300. April 19, 1989]

**GODOFREDO S. GONZAGA,** *petitioner, vs.* **THE SECRETARY OF LABOR and LOVSTED & CO., INC.,** *respondents.*

SYLLABUS

1. **LABOR AND SOCIAL LEGISLATION; WORKMEN'S COMPENSATION ACT; TYPES OF BENEFITS.** — The benefits for disability granted under the Workmen's Compensation Act (Act No. 3428, as amended) are of two (2) general types. As correctly pointed out by the *ponencia* in *Biscarra v. Republic* (95 SCRA 248) they are: "x x x (1) Indemnity benefits in the form of cash payments which [are] designed to compensate the worker for the loss of wages due to his disability sustained or for his death; and (2) medical benefits in the form of medical services, hospitalization, medicine and other matters related to the treatment of the compensable injury or disease x x x." These two (2) types of benefits are separate and distinct from each other in the sense that payment of one, where appropriate, neither includes nor dispenses with payment of the other.

2. **ID.; ID.; ID.; DEATH, INJURY OR DISABILITY BENEFITS; SCOPE.** — The first type of benefit represents compensation for income foregone by the employee as a result of supervening death, injury or disability. Death benefits are provided under Sections 8 and 12, while disability compensation benefits are provided under Sections 14 (on total disability), 15 (on permanent and total disability), 16 (on partial disability), 17 (on permanent and partial disability), and 18 (on amputation and non-scheduled disability) of the Act. Under these provisions, the maximum amount of the income benefit payable by an employer for the death or physical disability — whether permanent or temporary, total or partial — of an employee, is fixed at ₱6,000.00.

3. **ID.; ID.; BENEFIT OF MEDICAL SERVICES, EXPLAINED.** — The second type of benefit (for medical services) — the subject matter of this petition—is covered by Section 13 of the Act. Under that provision's first paragraph, an "employer or insurance

Supreme Court E-Library



carrier" is made liable to a disabled employee for the latter's hospital and other medical expenses, *i.e.*, for the value of "such services, appliances and supplies" necessary for the treatment of the injury occasioned at or as a result of work. Liability under Section 13 attaches "immediately after an employee has suffered an injury or contracted sickness" and continues "*during the subsequent period of disability.*" Furthermore, the medical services, appliances and supplies afforded the employee must conform to requirements dictated by "the nature of his disability" and "*the process of his recovery*"; they must likewise be capable of "promot[ing] his *early restoration to the maximum level of his physical capacity.*" We read the latter requirements of the law as intended for the rehabilitation of the employee as well as for his restoration to his former state of health (*i.e.*, prior to his injury or disability) *in such manner as would allow him to continue or once more to undertake gainful work or employment.*

**4. ID.; ID.; ID.; LIABILITY OF EMPLOYER OR INSURANCE CARRIER FOR MEDICAL EXPENSES REMAINS ONLY AS LONG AS THE WORK-CONNECTED INJURY OR DISABILITY EXISTS; RULING IN *BISCARRA VS. REPUBLIC*, 95 SCRA 245, REVERSED.** — We are not unmindful of the protection to labor and social justice mandates of the Constitution rightfully and so eloquently espoused by the majority in *Biscarra*; neither are we unaware of the policy enjoining a more liberal construction of our labor and welfare statutes, as would effectively protect the legal and just rights and interests of workers. This Court and all other courts in the land are of course bound to seek to realize these mandates to the fullest extent possible. In the performance of this duty, however, courts are limited by the legislative will and intent, *as expressed in the law itself.* It is in this light and in view of the foregoing discussions that we expressly adopt here the dissenting views in *Biscarra*, as the controlling basis for resolving the controversy at hand. In so doing, the Court has not become less compassionate to the disabled members of our working force or less sensitive to their plight; we have simply opted to go back to what we believe to be the correct interpretation and application of the law — *i.e.*, Section 13 of Act No. 3428, as amended. We believe we have here reached the limits of "judicial legislation" by interpretation and must leave the task of enlarging the scope of benefits to the legislative authority where it properly belongs and, which must be assumed

Supreme Court E-Library



to be just as capable of compassionate consideration as courts are thought to be. That the legislative authority, as noted earlier, itself chose to re-enact in the Labor Code the principle of *limited* liability for medical expenses which Section 13 of the old law embodied, confirms, to our mind, the correctness of the interpretation we now adopt and suggests that the demands of compassion are not always economically feasible. Recapitulating: we hold that the liability of an employer for medical expenses under Section 13, of Act No. 3428, as amended, is *not* a liability for lifelong medical expenses. As a general rule, the "employer or insurance carrier" remains liable for a disabled employee's medical expenses for as long as the work-connected injury or disability subsists. Where disability is permanent in nature or is incurable such that the disabled employee can no longer be restored to his maximum (pre-disability) level of physical capacity for work or gainful employment and the employment relation has been permanently terminated by reason of the disabled employee's retirement or resignation, the liability of the employer for medical expenses is limited to the medical expenses incurred during the illness which immediately or proximately resulted in the permanent disability (whether total or partial) of the employee. Since such disability might not emerge at one precise moment in time, but rather over a period of time during which the physical condition of the disabled employee is clarified and stabilized, the medical expenses incurred during that period must be regarded as compensable. The actual duration of that period of time must be reasonably related to the nature and effects of the disabling injury or illness — a relationship best determined by the physicians of the administrative agency concerned.

**SARMIENTO, *J.*, *dissenting*:**

**1. LABOR LAW AND SOCIAL LEGISLATION; WORKMEN'S COMPENSATION ACT; MEDICAL BENEFITS; SHOULD EXTEND TO INCURABLE DISABILITIES.** — It is my reading of Section 13, of Act No. 3428, that it holds the employer liable for lifelong medical expenses and that it does not cover alone illnesses temporary in character. My opinion is that it should extend especially, to incurable disabilities that would have incapacitated one from gainful work, and especially, to such disabilities. The majority rejects *Biscarra's* reliance on the cases

Supreme Court E-Library



of *La Mallorca-Pambusco v. Isip, Itogon-Suyoc, Inc. v. Dulay,* and *Cebu Portland Cement v. Workmen's Compensation Commission,* in which the injuries subject of the claims for lifelong compensation were temporary, whereas in this case, and as in *Biscarra,* the ailment subject of the same claim is permanent. It is my view that the fact that the disabilities subject matter of the three cases were temporary (pulmonary tuberculosis) was merely coincidental. For in all these cases, we held, and we did so quite clearly and categorically, that the obligation of the employer lasts as the nature of the injury requires. There is nothing there in which we granted compensation because the illnesses were temporary in nature.

**2. ID.; ID.; ID.; ID.; REASONS.** — I see no cogent reason why we should not hold this Court's ruling in *Biscarra vs. Republic,* 95 SCRA 241. First, Section 13, so the Court said in *Biscarra,* "does not provide for a maximum . . . amount to be paid." And because it provides for no maximum amount, so it follows that it provides for "unlimited medical benefits." It is a question of simple statutory construction. Second, Act No. 3428 is a humanitarian act of the State designed to secure adequate medical benefits to the working class. Once more, I turn to *Biscarra*: Then again, to abandon one who is permanently disabled after the first medical treatment, is virtually to consign him to the scrap heap or to the garbage dump of human derelicts, no longer entitled to the concern and solicitude of the State. Nothing would be more inhuman, repugnant to the central core of our democratic welfare state as envisioned by our Constitution and shocking to a compassionate society. As heretofore emphasized, the Government should be the last to give up hope on the recovery and rehabilitation of those who are now considered permanently disabled. Laboratories all over the world are continuously testing and searching for the panacea for all ailments that plague humanity. There is greater possibility that such a cure may be discovered in our time. The right to life rank second to none in the hierarchy of human rights. The entire world is witness to the amazing survival of Karen Quinlan for the last two years after the life-giving apparatus was disconnected from her body. Third, and perhaps more significant, the very Constitution makes it a duty of the State to "protect and promote the right to health of the people." It is an enduring duty, to my mind, and one that lasts so long as the Charter is in force. It also extends to all the "people" and

Supreme Court E-Library



not alone to those who are of use to the State. As far as Act No. 3428 is concerned, then, government protection to employees falling ill or meeting a disability as a result of employment and who may have retired from Government as a result of such an ailment or disability, is as enduring, because their illness or incapacity was precisely the result of service to the Government. To construe Section 13 restrictively, that is, to limit the Government's liability to ₱6,000.00, upon payment of which the latter is considered to have complied with its obligation is, in my view, to ennoble the letter of the provision at the expense of its spirit — and the decree of the Constitution consequently, as well as the essence of social legislation in general.

3. **ID.; ID.; INTENDED TO ASSIST THE TOILING MASSES.** — The Workmen's Compensation Act, I reiterate, is a humane act intended paramountly to assist the toiling masses because the State — plainly and simply — is concerned with their welfare. But State concern, I likewise reiterate, does not cease because the individual — on account of disability — has become useless to it. Such an interpretation would not only have reduced the mandate of the Constitution to a catchy slogan; worse, we would have abandoned our disabled countrymen in their greatest hours of need.

**CRUZ, *J., dissenting*:**

1. **LABOR AND SOCIAL LEGISLATION; SHOULD NOT BE INTERPRETED TOO LITERALLY.** — I regret I have to dissent, preferring the humanitarian justification offered by Mr. Justice Sarmiento in *Jimenez v. ECC,* G.R. No. 79193. A too-literal interpretation of our labor laws, while sustainable from the purely academic viewpoint, may defeat their real purpose, which is to extend a helping hand to those in desperate need of social justice as distinguished from strictly legal justice. I am not impressed by Chief Justice Teehankee's argument that the cost involved "would be staggering if not altogether prohibitive." As I said in my own dissenting opinion in *Republic of the Philippines v. Peralta,* 150 SCRA 37: The power of taxation, while indispensable, is not absolute and may be subordinated to the demands of social justice. I for one am not alarmed by the dire prognostication that this would prejudice the very existence of the state. The amount involved is relatively

Supreme Court E-Library



insubstantial and is not significant enough as to drain the coffers of the government. By contrast, the same amount could, without exaggeration, spell the difference between subsistence and starvation for the laborer and affect the very survival of the faith we hope he still retains in the concern of the state for his welfare. Social justice is not a mere catchphrase to be mouthed with sham fervor in Labor Day celebrations for the delectation and seduction of the working class. It is a mandate we should pursue with energy and sincerity if we are to truly insure the dignity and well-being of the laborer.

**APPEARANCES OF COUNSEL**

*Hilado, Hagad & Hilado* for petitioner.
*Alfonso B. Manayon* for private respondent.

**D E C I S I O N**

**FELICIANO, *J.*:**

This Petition for Review is directed at the Order dated 29 August 1977 of the Secretary of Labor in WCU Case No. 1480 (entitled "*Godofredo S. Gonzaga, claimant, versus Lovsted & Co., Inc., respondent*").

Petitioner Godofredo S. Gonzaga was employed for several years as a sales representative of respondent Lovsted & Co., Inc. On 15 January 1975, petitioner Gonzaga, then 46 years old, ceased to work for respondent Company, having been diagnosed six months earlier as suffering from cirrhosis of the liver and diabetes mellitus. This diagnosis was confirmed on 19 March 1975 by Dr. Joretta A. Moreno of the Office of the City Health Officer in Bacolod who, in addition, advised petitioner to "retire from his work."[1] It was later determined that petitioner had also been afflicted with rheumatoid arthritis.[2] Further, on 23 October 1975, Dr. Antonio M. Habana, Compensation Rating Medical

[1] Original WCC Records, p. 2-b.

[2] *Id.*, p. 21.

Supreme Court E-Library



Officer of Sub-Regional Office No. 6 (Bacolod City) of the Department of Labor Workmen's Compensation Unit (WCU), evaluated the extent of petitioner's disability at "50% N.S.D. (Section 18).[3]

Having thus been forced into an early retirement, petitioner Gonzaga, on 20 August 1975, filed a claim[4] for compensation benefits (docketed as WCU Case No. 1480) with the WCU stationed at Bacolod City. The applicable law then was Act No. 3428 (*the Workmen's Compensation Act*), *as amended*.

On 27 October 1975, the Acting Referee of the WCU rendered a Decision,[5] the dispositive portion of which read:

"WHEREFORE, decision is hereby rendered in favor of the claimant and respondent is hereby ordered to pay the following:

1. To pay to claimant compensation in the amount of SIX THOUSAND PESOS (₱6,000.00) pursuant to Section 18 of the Act;

2. To reimburse claimant of his medical and hospitalization expenses incurred in the amount of ONE HUNDRED FOUR AND 30/100 (₱104.30) and to continue to provide claimant with such supplies, services and appliances as the nature of his disability and the process of his recovery may require and that which will promote his early restoration to the maximum level of his physical capacity, pursuant to Section 13 of the Act; and,

3. To pay to the Workmen's Compensation fund care to [*sic*] this Office, decision fee, in the amount of ₱61.00, pursuant to Section 55 of the Act.

SO ORDERED."

The Decision of the Acting Referee in due time became final and executory. Consequently, on 2 December 1975, respondent Company paid petitioner Gonzaga the amount of ₱6,104.30, in compliance with paragraphs 1 and 2 of the aforequoted dispositive

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[3] *Id.*, p. 54.

[4] *Id.*, pp. 9-10.

[5] *Id.*, pp. 66-70.

Supreme Court E-Library



portion.[6] Thereafter, respondent Company reimbursed petitioner from time to time his subsequent medical expenses, in accordance with paragraph 2 above quoted.

On 8 June 1977, petitioner Gonzaga filed a Motion[7] with the WCU claiming the amount of ₱886.00 which respondent Company had refused to refund, and which represented the value of certain medicines purchased by him for his continued medical treatment. He also alleged that respondent Company had manifested it would no longer reimburse him any of his additional medical expenses beginning 1 June 1977.

Reacting to the motion, respondent Company, in an Opposition[8] dated 14 June 1977, contended that the medicines for which petitioner Gonzaga sought reimbursement were for the treatment of rheumatoid arthritis, an ailment which, respondent claimed, was "not service-connected or service-aggravated and which did not cause [petitioner's] retirement from respondent [Company]." It was also contended that, under the provisions of a then existing collective bargaining agreement between respondent Company and the labor union with which petitioner Gonzaga was affiliated, petitioner's right to reimbursement for such medical expenses had already expired as of 31 May 1977.

The Regional Director of Sub-Regional Office No. 6 (Bacolod City) of the Department of Labor denied petitioner Gonzaga's claim for ₱886.00,[9] citing the "finding" of Dr. Eduardo Garcia, the Lovsted company physician, that the amount claimed by petitioner "represents expenses for medicines which are not applicable to the illness of the claimant such as cirrhosis of the liver and diabetes but are medicines for rheumatic arthritis."

On 5 July 1977, petitioner Gonzaga filed a Petition for Review,[10] with the Office of the Secretary of Labor. Acting on the petition,

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[6] *Id.*, p. 96.

[7] *Id.*, pp. 93-95.

[8] *Id.*, pp. 101-103.

[9] *Id.*, pp. 125-126.

[10] *Id.*, pp. 152-156.

Supreme Court E-Library



the Secretary of Labor, in his capacity as Chairman of the Compensation Appeals and Review Staff, issued the following Order on 29 August 1977:[11]

"It appearing that *claimant's disability was* as early as October 23, 1985 *declared* by the Compensation Rating Medical Officer *to be permanent in nature to the extent of 50%* — which means that *the same (disability) has already reached such point or stage where no further medication or treatment is clinically necessary.*

WHEREFORE, his petition for reconsideration of the order of Bacolod City Sub-regional Office denying his claim for additional medical reimbursement should be, as it is hereby, dismissed." (Italics supplied)

A Petition for Review was, accordingly, filed with this Court on 16 November 1977, and given due course. The parties were required to submit their respective Memoranda.[12]

That petitioner Gonzaga's claims for compensation benefits up to June 1977 under the provisions of Act No. 3428, as amended, had been granted in this case is not disputed. The present controversy has arisen, however, due to respondent Company's disclaimer of liability under Section 13 of the Act, for petitioner's further or subsequent (after June 1977) medical expenses. Respondent Company contended, firstly, that rheumatoid arthritis was not among the ailments of petitioner Gonzaga which were considered compensable by the Acting Referee of the Workmen's Compensation Unit and, hence, that respondent need not refund the amount of ₱886.00 claimed by petitioner for medicines for his arthritis. Respondent Company contended, secondly, that whatever liability it had to petitioner under Section 13 had already been terminated.

We are unable to accept respondent's first contention. The evidence of record clearly shows that petitioner Gonzaga anchored his claim for compensation and medical benefits in WCU Case No. 1480 on all three (3) ailments of hepatic cirrhosis,

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[11] *Rollo*, p. 11, Annex "A" of petition.

[12] *Id.*, p. 49.

Supreme Court E-Library



diabetes mellitus and rheumatoid arthritis. The first paragraph of the decision dated 27 October 1975 stated:

"This is a claim for compensation benefits for *an illness of 'Hepatic Cirrhosis, Diabetes Mellitus and Rheumatoid Arthritis'* which claimant allegedly contracted in the course of his employment and [which] was found aggravated by it." (Italics supplied)

In its second contention, respondent Company argued that its liability for petitioner Gonzaga's medical expenses under Section 13 of Act No. 3428, as amended, ceased on 1 June 1977 or two (2) years after respondent Company had commenced payment thereof, a two (2) year limit having been agreed upon and stipulated in a collective bargaining agreement between the Lovsted Company management and rank-and-file. In response, petitioner Gonzaga invoked Section 7 of the same Act which prohibits "[a]ny contract, regulation or device of any sort intended to exempt the employer from all or part of the liability created by [Act No. 3428, as amended]." There is here, therefore, a fundamental question on the extent and duration of the employer's liability for a disabled employee's medical expenses, under Section 13 of the Act which in pertinent part reads:

"Sec. 13. *Services, appliances and supplies. — Immediately after an employee has suffered an injury or contracted sickness and during the subsequent period of disability*, the employer or insurance carrier shall provide the employee with such services, appliances and supplies as the *nature of his disability and the process of his recovery may require;* and *that which will promote his early restoration to the maximum level of his physical capacity.*

The word 'services' used herein shall include medical, surgical, dental, hospital and nursing attendance and treatment as well as the proper fitting and training in the use of appliances and the necessary training for purposes of rehabilitation; 'appliances' shall include crutches, artificial members and other devices of the same kind, and the replacement or repairs of such artificial members or such devices unless the replacement or repair is made necessary by the lack of proper care by the employee; and 'supplies' shall include medicines, as well as medical, surgical and dental supplies.

Supreme Court E-Library



In case the employer or insurance carrier cannot furnish the aforementioned services, appliances and supplies promptly, the injured or sick employee may acquire the same at the expense of the employer or insurance carrier.

xxx xxx xxx"
(Italics supplied)

In support of his claim for reimbursement in this case, petitioner Gonzaga principally relies upon this Court's ruling in *Biscarra v. Republic*,[13] decided in 1980. In that case, Julio Biscarra, a former Assistant District Forester of the Bureau of Forestry, was forced to retire in 1970 at the age of 58 years, due to diabetes mellitus, hypertensive cardiovascular disease, arteriosclerosis, and chronic pyonephritis. Upon examination, the Regional Office of the Department of Labor declared Biscarra to be *totally and permanently disabled* for work and, in 1972, awarded him the amount of ₱6,000.00 as disability compensation. Soon after, Biscarra filed a claim for reimbursement of the amount of ₱7,183.14, representing his medical expenses for the treatment of his ailments, which claim was granted by the Regional Office.

Three years later or in 1975, Biscarra filed a second claim for reimbursement of medical expenses, this time in the amount of ₱4,965.41. The Regional Office once again approved the claim. An appeal, however, was interposed by the Republic before the Workmen's Compensation Commission, which reversed the Regional Office and denied the claim for reimbursement.

On Petition for *Certiorari*, this Court, by a split vote,[14] reversed the Commission holding that the decision of the Regional Office (granting Biscarra's second claim for reimbursement) had already become final and executory, the appeal to the Commission not having been filed seasonably. The majority opinion stated, *inter alia*, speaking through then Justice later Chief Justice Makasiar:

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[13] 95 SCRA 248 (1980).

[14] Nine (including one agreeing in the result only) to three.

Supreme Court E-Library



"As will be seen from this law [*i.e.*, Act No. 3428, as amended], it imposes upon the employer the obligation 'to provide the employee with such services, appliances and supplies as the nature of his disability and the process of his recovery may require; and that will promote his early restoration to the maximum level of his physical capacity.' *This law does not provide a maximum either as to the amount to be paid or the time within which such rights may be availed of. To sustain, therefore, the proposition that petitioner's disability being total and permanent, respondent's liability to furnish him with further medical and hospital expenses is terminated, would, in effect, qualify Section 13, supra, by adding what is not provided in the law or subtracting what is therein embodied which is legally impermissible.* This would constitute 'judicial fiat.' This Court, therefore, shall limit itself to the clear intendment of the law."[15] (Italics supplied)

In other words, the majority in *Biscarra* held that the employer's liability for medical expenses under Section 13 of Act No. 3428, as amended, is without any limit as to time or amount: *i.e.*, that such liability "subsists during the period of disability or 'lasts as long as the employee is sick.'"[16]

The Court believes it is necessary to re-examine the doctrine in *Biscarra*, even though that doctrine relates to Section 13 of the old Workmen's Compensation Act, now superseded by the Labor Code. There may well be a substantial number of claimants or potential claimants of medical expense benefits under the old Act.

The benefits for disability granted under the Workmen's Compensation Act (Act No. 3428, as amended) are of two (2) general types. As correctly pointed out by the *ponencia* in *Biscarra*, they are:

"x x x (1) Indemnity benefits in the form of cash payments which [are] designed to compensate the worker for the loss of wages due to his disability sustained or for his death; and (2) medical benefits in the form of medical services, hospitalization, medicine and other

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[15] *Id.* at 258.

[16] *Id.* at 259.

Supreme Court E-Library



matters related to the treatment of the compensable injury or disease x x x."[17]

These two (2) types of benefits are separate and distinct from each other in the sense that payment of one, where appropriate, neither includes nor dispenses with payment of the other.

The first type of benefit represents compensation for income foregone by the employee as a result of supervening death, injury or disability. Death benefits are provided under Sections 8 and 12, while disability compensation benefits are provided under Sections 14 (on total disability), 15 (on permanent and total disability), 16 (on partial disability), 17 (on permanent and partial disability), and 18 (on amputation and non-scheduled disability) of the Act. Under these provisions, the maximum amount of the income benefit payable by an employer for the death or physical disability — whether permanent or temporary, total or partial — of an employee, is fixed at ₱6,000.00.

Upon the other hand, the second type of benefit (for medical services) — the subject matter of this petition—is covered by Section 13 of the Act. Under that provision's first paragraph (quoted *supra*), an "employer or insurance carrier" is made liable to a disabled employee for the latter's hospital and other medical expenses, *i.e.*, for the value of "such services, appliances and supplies" necessary for the treatment of the injury occasioned at or as a result of work. Liability under Section 13 attaches "immediately after an employee has suffered an injury or contracted sickness" and continues "*during the subsequent period of disability.*" Furthermore, the medical services, appliances and supplies afforded the employee must conform to requirements dictated by "the nature of his disability" and "*the process of his recovery*"; they must likewise be capable of "promot[ing] his *early restoration to the maximum level of his physical capacity.*" We read the latter requirements of the law as intended for the rehabilitation of the employee as well as for his restoration to his former state of health (*i.e.*, prior to his injury or disability) *in such manner as would allow*

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[17] *Id.* at 267: citation omitted.

Supreme Court E-Library



*him to continue or once more to undertake gainful work or employment.*

The majority opinion in *Biscarra* cited the cases of *La Mallorca-Pambusco v. Isip,*[18] *Itogon-Suyoc, Inc. v. Dulay,*[19] and *Cebu Portland Cement Company v. Workmen's Compensation Commission,*[20] which held that the employer's liability for medical expenses under Section 13 continues to subsist for as long as the injury or disability of the employee remains uncured or unarrested. We must note, however, that the employees-claimants in those cases had each been found to be suffering from a *temporary* disability (pulmonary tuberculosis), sustained medical treatment of which may be expected to restore them eventually to the maximum level of their physical capacities and render them once more capable of and fit for gainful employment. Thus, there was no difficulty in applying Section 13 of the Act to the three (3) cases cited above.

In *Biscarra*, however, as in the instant case of Gonzaga, the central issue is whether or not, or to what extent, Section 13 of the Act may be held applicable in respect of a claimant already declared to be disabled *permanently* whether *totally* (in the case of *Biscarra*) or *partially*, in the instant case of Gonzaga. In *Biscarra*, Julio Biscarra's second claim for reimbursement of medical expenses was filed three (3) years after a similar claim of his had already been granted by the Workmen's Compensation Commission and five (5) years after Biscarra had retired from his job in the Bureau of Forestry, having been clinically diagnosed as disabled *permanently* and *totally*. Biscarra's disability being permanent and total, no amount of medical treatment could have restored him to the maximum level of his *pre-disability* physical capacity and could have made him again sufficiently fit for the work he had previously engaged in. In fact, Biscarra never sought re-employment with the Bureau after retiring therefrom. Thus, to impose upon the

[18] 3 SCRA 241 (1961).

[19] 9 SCRA 199 (1963).

[20] 10 SCRA 420 (1964).

Supreme Court E-Library



Bureau of Forestry liability for Biscarra's medical expenses *during his permanent disability* was in fact to impose unlimited liability for Biscarra's *lifelong* medical expenses.

Addressing the core issue, then Mr. Justice Teehankee, in his dissenting opinion in *Biscarra*, wrote:

"Upon the other hand, where the disability is *total and permanent*, the employee's total and permanent disability or incapacity to perform gainful work is so declared. (Cf., Fernandez & Quiazon, Labor & Social Legislation in the Philippines, p. 595.) Thus, the employer's liability for the employee's medical services and expenses in connection with the injury or sickness that caused such permanent and total disability is ended upon payment of the ₱6,000. — maximum lump sum compensation therefor and of the medical expenses incurred in connection therewith. *Section 13 of the Act can no longer be invoked for the payment or reimbursement of subsequent medical expenses of the employee after his retirement from work as a result of his total and permanent disability because it is obvious that such expenses are no longer curative and no amount of medical treatment can restore him to his lost physical capacity for work or labor.*

2. It will thus be seen that an employee who has been declared to be totally and permanently disabled and who has received the maximum ₱6,000. — disability compensation therefor and has been reimbursed the medical expenses attendant to the injury or illness which rendered him so incapacitated is not entitled under the Act and more particularly under Section 13 to any further payment or reimbursement for *subsequent* medical expenses. *The Act has never burdened the employer, be it the government itself,* (and this has always been the official construction and implementation of the Act as heretofore stated) *with the obligation of making unlimited payments for subsequent medical services and expenses for as long as the permanently and totally disabled employee lives. Not even in the case of the state as employer has such a limitless burden been imposed, for the cost thereof would be staggering, if not altogether prohibitive, not to mention that no provision for such an open-ended and endless obligation has ever been provided in the budget for the half-century that the Workmen's Compensation Commission has been in force.* The employer's obligation ceases upon payment of the maximum and fixed ₱6,000. — disability compensation for total and permanent disability *and the medical*

Supreme Court E-Library



*expenses attendant thereto* (which generally have amounted to about the same sum fixed as maximum compensation)." [21] (Italics supplied)

In a separate dissent in the same case, Mme. Justice Melencio-Herrera opined:

"*Moreover, 'period of disability,' as used in the OLD ACT* [Act No. 3428, as amended], *inclusive of its use in SECTION 13, must be coupled with employment. If a person is no longer employed, he cannot have a 'period of disability.'* Under the majority Opinion upholding the employer's liability for LIFELONG MEDICAL EXPENSES, the employer's payments will no longer be during 'period of disability.' *It should be clear, therefore, that SECTION 13, according to the legislative purpose, is not [intended] to make medical expenses payable after an employment has terminated.* If that is so, then LIFELONG MEDICAL EXPENSES should be held as not within the legislative purpose in SECTION 13.

(c) Singularity of 'period.' In the term 'period of disability,' the word 'period' is in the singular. This is further proof that the legislative intendment was that medical expenses will be paid for a single 'period.' *Hence, several 'periods' of disability for LIFELONG MEDICAL EXPENSES cannot be deemed within the intendment of the legislator in SECTION 13.*"[22] (Italics supplied)

We believe that the above-quoted dissenting views in *Biscarra* are more consistent with the language itself and the intent of Section 13.

We likewise note with approval the following statements of Mr. Justice Teehankee where he pointed out that the new law, *i.e.*, the state insurance scheme in the Labor Code, which superseded the Workmen's Compensation Act, itself eschewed the notion of unlimited liability for subsequent medical expenses:

"4. It must be borne in mind that under the Workmen's Compensation Act the employer is not the insurer of the employee's needs. This is not to say that the State thereby consigns the permanently disabled to the 'scrap heap or to the garbage dump of human derelicts.'

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[21] 95 SCRA 248, at 284-285.

[22] *Id.*, at 301.

Supreme Court E-Library



It is generally recognized that it is a prime concern of the State to provide for the medical needs and services of the sick and for the rehabilitation of the disabled and the handicapped. Precisely in pursuance thereof, the State has established Medicare which provides for the medical needs and services of the citizenry. *The New Labor Code has now done away with the Workmen's Compensation Act whereby the limited responsibility to provide disability compensation and medical expenses devolved upon the employer, private and public, and in its place has adopted the concept of State insurance of the employees' health and medical needs and provided for an Employees' Compensation Program administered by the Government Service Insurance System for public employees and by the Social Security System for private employees, by means of a compulsory coverage in the State Insurance Fund for all employers* (with even one employee) and their employees not over 60 years of age. x x x.

Under Section 185 [of the New Labor Code] which is the counterpart of Section 13 of the old Workmen's Compensation Act, it is provided that 'Immediately after an employee contracts sickness or sustains an injury he shall be provided by the System [*i.e.*, the GSIS or SSS] during the subsequent period of his disability with such medical services and appliances as the nature of his sickness or injury and progress of his recovery may require, subject to the expense limitation prescribed by the Commission.'

Two (2) things stand out in this new provision of the New Labor Code compared to the old counterpart provision, to wit:

(a) *The phrase in the old provision* (Section 13 of the old Workmen's Compensation Act) *providing that the employer will provide for the medical services 'which will promote* [the employee's] *early restoration to the maximum level of his physical capacity' has been eliminated,* meaning to say that the classification between the different kinds of disability (total or partial, temporary or permanent) for purposes of medical services and expenses has been cast aside. *Hence, the former limitation that totally and permanently disabled employees were not entitled to payment of their subsequent medical expenses since they could no longer be restored to the maximum level of their physical capacity for work has been eliminated with the result that the totally and permanently disabled are now entitled to payment of such subsequent medical expenses*; and

(b) Presumably by virtue of the inclusion now in the new program of such totally and permanently disabled employees and the uncertain

Supreme Court E-Library



expenses that may possibly be incurred for their medical needs, *it is now expressly provided that such medical services and expenses shall be subject to the expense limitation prescribed by the* [Employees' Compensation] *Commission.*"[23] (Italics supplied)

We are not unmindful of the protection to labor and social justice mandates of the Constitution rightfully and so eloquently espoused by the majority in *Biscarra*; neither are we unaware of the policy enjoining a more liberal construction of our labor and welfare statutes, as would effectively protect the legal and just rights and interests of workers. This Court and all other courts in the land are of course bound to seek to realize these mandates to the fullest extent possible. In the performance of this duty, however, courts are limited by the legislative will and intent, *as expressed in the law itself.* It is in this light and in view of the foregoing discussions that we expressly adopt here the dissenting views in *Biscarra*, as the controlling basis for resolving the controversy at hand. In so doing, the Court has not become less compassionate to the disabled members of our working force or less sensitive to their plight; we have simply opted to go back to what we believe to be the correct interpretation and application of the law — *i.e.*, Section 13 of Act No. 3428, as amended. We believe we have here reached the limits of "judicial legislation" by interpretation and must leave the task of enlarging the scope of benefits to the legislative authority where it properly belongs and, which must be assumed to be just as capable of compassionate consideration as courts are thought to be. That the legislative authority, as noted earlier, itself chose to re-enact in the Labor Code the principle of *limited* liability for medical expenses[24] which Section 13 of the old law embodied, confirms, to our mind, the correctness of the interpretation we now adopt and suggests that the demands of compassion are not always economically feasible.

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[23] *Id.* at 287-289.

[24] The limitation now simply consists of a *fixed*, expense limitation prescribed by the Workmen's Compensation Commission under Article 185 of the Labor Code, thereby avoiding all further controversy on this matter under the new law, *i.e.*, the Labor Code.

Supreme Court E-Library



Recapitulating: we hold that the liability of an employer for medical expenses under Section 13 of Act No. 3428, as amended, is *not* a liability for lifelong medical expenses. As a general rule, the "employer or insurance carrier" remains liable for a disabled employee's medical expenses for as long as the work-connected injury or disability subsists. Where disability is permanent in nature or is incurable such that the disabled employee can no longer be restored to his maximum (pre-disability) level of physical capacity for work or gainful employment and the employment relation has been permanently terminated by reason of the disabled employee's retirement or resignation, the liability of the employer for medical expenses is limited to the medical expenses incurred during the illness which immediately or proximately resulted in the permanent disability (whether total or partial) of the employee. Since such disability might not emerge at one precise moment in time, but rather over a period of time during which the physical condition of the disabled employee is clarified and stabilized, the medical expenses incurred during that period must be regarded as compensable. The actual duration of that period of time must be reasonably related to the nature and effects of the disabling injury or illness — a relationship best determined by the physicians of the administrative agency concerned.

Applying the foregoing to the case at bar, we note that petitioner Gonzaga, as early as 1975, had been declared by physicians to be permanently disabled up to 50% — *i.e.*, a *permanent and partial* disability, such that petitioner could no longer have been restored to the "maximum level of his physical capacity," as required by Section 13 of Act No. 3428, as amended. Petitioner of course could possibly have continued his employment with respondent Company as his disability, though permanent, was nevertheless only partial. In fact, however, the disability of petitioner Gonzaga had forced him into an early retirement at the relatively young age of 46 years; he had in fact been unable to return to work despite having received continuous medical treatment for not less than two (2) years. Moreover, the Workmen's Compensation Commission had already ordered the payment to petitioner *in lump sum* — as opposed to payment

Supreme Court E-Library



in weekly installments — of the maximum disability benefit of ₱6,000.00, indicating that the realistic prospects of petitioner's continued employment or re-employment with respondent Company were very slight indeed, if not altogether nil. Respondent Company, therefore, is deemed to have satisfied *in full* its monetary obligations to petitioner Gonzaga under Act No. 3428, as amended: (a) upon payment to the latter of the ₱6,000.00 maximum disability benefit provided under the Act; and (b) upon reimbursement of all his medical expenses incurred within the two (2)-year period — *i.e.*, from 31 May 1975 to 31 May 1977 — stipulated in the collective bargaining agreement then in force between the Lovsted company management and rank-and-file.

**WHEREFORE,** the Petition for Review is *DENIED* and the Order of the Secretary of Labor dated 29 August 1977 is hereby *AFFIRMED*. No pronouncement as to costs.

**SO ORDERED.**

*Fernan, C.J., Narvasa, Melencio-Herrera, Gutierrez, Jr., Paras, Gancayco, Padilla, Bidin, Cortes, Medialdea,* and *Regalado, JJ.,* concur.

*Cruz, J.*, see dissent.

*Sarmiento, J.*, dissents. See separate opinion.

*Griño-Aquino, J.,* dissents on the basis of *J.* Sarmiento's views in "*Jimenez vs. ECC*," G.R. No. 79193, which I share.

**CRUZ, *J., dissenting*:**

I regret I have to dissent, preferring the humanitarian justification offered by Mr. Justice Sarmiento in *Jimenez v. ECC*, G.R. No. 79193. A too-literal interpretation of our labor laws, while sustainable from the purely academic viewpoint, may defeat their real purpose, which is to extend a helping hand to those in desperate need of social justice as distinguished from strictly legal justice.

Supreme Court E-Library



I am not impressed by Chief Justice Teehankee's argument that the cost involved "would be staggering if not altogether prohibitive." As I said in my own dissenting opinion in *Republic of the Philippines v. Peralta*, 150 SCRA 37:

> The power of taxation, while indispensable, is not absolute and may be subordinated to the demands of social justice. I for one am not alarmed by the dire prognostication that this would prejudice the very existence of the state. The amount involved is relatively insubstantial and is not significant enough as to drain the coffers of the government.
>
> By contrast, the same amount could, without exaggeration, spell the difference between subsistence and starvation for the laborer and affect the very survival of the faith we hope he still retains in the concern of the state for his welfare.
>
> Social justice is not a mere catchphrase to be mouthed with sham fervor in Labor Day celebrations for the delectation and seduction of the working class. It is a mandate we should pursue with energy and sincerity if we are to truly insure the dignity and well-being of the laborer.

**SARMIENTO, *J., dissenting*:**

It is my reading of Section 13, of Act No. 3428, that it holds the employer liable for lifelong medical expenses and that it does not cover alone illnesses temporary in character. My opinion is that it should extend especially, to incurable disabilities that would have incapacitated one from gainful work, and especially, to such disabilities. It was this Court's holding in *Biscarra vs. Republic*,[1] and I see no cogent reason why we should now hold otherwise.

First, Section 13, so the Court said in *Biscarra*, "does not provide for a maximum . . . amount to be paid."[2] And because it provides for no maximum amount, so it follows that it provides

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[1] No. L-43425. January 22, 1980. 95 SCRA 241.

[2] *Supra*, 258.

Supreme Court E-Library



for "unlimited medical benefits."[3] It is a question of simple statutory construction.

Second, Act No. 3428 is a humanitarian act of the State designed to secure adequate medical benefits to the working class. Once more, I turn to *Biscarra*:

> Then again, to abandon one who is permanently disabled after the first medical treatment, is virtually to consign him to the scrap heap or to the garbage dump of human derelicts, no longer entitled to the concern and solicitude of the State. Nothing would be more inhuman, repugnant to the central core of our democratic welfare state as envisioned by our Constitution and shocking to a compassionate society. As heretofore emphasized, the Government should be the last to give up hope on the recovery and rehabilitation of those who are now considered permanently disabled. Laboratories all over the world are continuously testing and searching for the panacea for all ailments that plague humanity. There is greater possibility that such a cure may be discovered in our time. The right to life rank second to none in the hierarchy of human rights. The entire world is witness to the amazing survival of Karen Quinlan for the last two years after the life-giving apparatus was disconnected from her body.[4]

Third, and perhaps more significant, the very Constitution makes it a duty of the State to "protect and promote the right to health of the people."[5] It is an enduring duty, to my mind, and one that lasts so long as the Charter is in force. It also extends to all the "people" and not alone to those who are of use to the State. As far as Act No. 3428 is concerned, then, government protection to employees falling ill or meeting a disability as a result of employment and who may have retired from Government as a result of such an ailment or disability, is as enduring, because their illness or incapacity was precisely the result of service to the Government.

To construe Section 13 restrictively, that is, to limit the Government's liability to ₱6,000.00, upon payment of which

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[3] *Supra*, 269.

[4] *Supra*, 277-278.

[5] CONST., Art. II, Sec. 15.

Supreme Court E-Library



the latter is considered to have complied with its obligation is, in my view, to ennoble the letter of the provision at the expense of its spirit — and the decree of the Constitution consequently, as well as the essence of social legislation in general.

The Workmen's Compensation Act, I reiterate, is a humane act intended paramountly to assist the toiling masses because the State — plainly and simply — is concerned with their welfare. But State concern, I likewise reiterate, does not cease because the individual — on account of disability — has become useless to it. Such an interpretation would not only have reduced the mandate of the Constitution to a catchy slogan; worse, we would have abandoned our disabled countrymen in their greatest hours of need.

The majority rejects *Biscarra's* reliance on the cases of *La Mallorca-Pambusco v. Isip,*[6] *Itogon-Suyoc, Inc. v. Dulay,*[7] and *Cebu Portland Cement v. Workmen's Compensation Commission,*[8] in which the injuries subject of the claims for lifelong compensation were temporary, whereas in this case, and as in *Biscarra*, the ailment subject of the same claim is permanent. It is my view that the fact that the disabilities subject matter of the three cases were temporary (pulmonary tuberculosis) was merely coincidental. For in all these cases, we held, and we did so quite clearly and categorically, that the obligation of the employer lasts as the nature of the injury requires. There is nothing there in which we granted compensation because the illnesses were temporary in nature. In *Cebu Portland Cement*, we further added: "The right of the employee to medical attendance under the aforequoted provision of Section 13 of our Workmen's Compensation Law (*supra*) can be impugned only if the said employee refuses the medical or surgical services or voluntarily obstructed the same,"[9] meaning to say that the

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[6] No. L-16495, October 19, 1961, 3 SCRA 241.

[7] No. L-18979, September 30, 1963, 9 SCRA 199.

[8] No. L-19164, February 29, 1964, 10 SCRA 420.

[9] *Supra*, 425.

Supreme Court E-Library



employer is relieved of liability only if the worker concerned does not want treatment. Otherwise, liability subsists.

Suffice it to state that not one of the cases above adverted to spoke of "temporary" or "permanent" (in respect of the illness) in awarding compensation, and I do not believe that we now should. Suffice it further to say that *Biscarra* itself was convinced that no distinction is necessary. On the other hand, *Biscarra* spoke of "the trend of increasing medical liability,"[10] a point I believe to be well-taken, and a point on which the majority is conspicuously silent.

In so submitting, I do not think that I am stretching the pro-labor decree of the Workmen's Compensation Act, indeed, that of the Charter, too far, or much more, engaging in "judicial legislation." As *Biscarra* itself tells us, this construction finds ample authority notably from American jurisprudence. It is not arbitrary, or capricious, or an effort in judicial gymnastics proferred to suit a particular theory, but one that rests on firm legal and jurisprudential grounds. It is not judicial legislation.

The economic costs of providing for an unlimited medical liability, in my view, is hardly the point. A leadership that claims to have no finances with which to minister to the people's needs does not deserve to lead the people. And while this opinion does not deny the realities of present economic conditions, I would like to think that the country's financial distress is a challenge to the Government in charting its priorities. I am certain that it is aware of the national needs and preferences in mapping its agenda for the nation.

I simply do not accept the usual appeals to alleged "economic realities" as an excuse to justify a re-thinking of *Biscarra*. It is the same excuse offered to defeat many of the Government's populist programs and to dampen initiatives to dispense social justice.

Hence, this dissent.

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[10] *Biscarra v. Republic, supra*, 271.