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THIRD DIVISION

[G.R. No. 242725; June 16, 2021]

LOADSTAR INTERNATIONAL SHIPPING, INC. and EDGARDO CALDERON, *Petitioners*, *v.* **RICHARD T. CAWALING,** *Respondent*.

D E C I S I O N

DELOS SANTOS, *J.*:

This is to resolve the Petition for Review on *Certiorari*[1] under Rule 45 of the Rules of Court, dated November 7, 2018, of Loadstar International Shipping, Inc. (LISI) and Edgardo Calderon (Calderon; collectively, petitioners) seeking to reverse and set aside the Decision[2] dated January 25, 2018 and the Resolution[3] dated September 17, 2018, both of the Court of Appeals (CA) in CA-G.R. SP No. 148464 and praying for the dismissal of Richard T. Cawaling's (respondent) complaint for lack of merit.

The factual antecedents are as follows:

LISI is a domestic company engaged in international shipping, with Calderon as Head of its Personnel Department.[4]

Respondent was hired by LISI in behalf of its principal, Loadstar Shipping Company, Inc. (LSCI),as Cook, for vessel "MV MANGIUM" for a contract period of 12 months with a monthly salary of USD 500.00. Prior to his deployment, he underwent a pre-employment medical examination (PEME) where he was certified fit for sea duty.[5]

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[1] *Rollo*, pp. 2-74.

[2] Id. at 75-87; penned by Associate Justice Edwin D. Sorongon, with Associate Justices Ramon M. Bato, Jr. and Maria Filomena D. Singh, concurring.

[3] Id. at 88-89.

[4] Id. at 75-76.

[5] Id. at 76.

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Deployed on July 27, 2014, respondent immediately commenced his duties which primarily entailed responsibilities pertaining to the preparation of meals, maintenance of the cleanliness of the serving areas, and observance of other standards for sale and sanitary food handling.[6]

Not long thereafter or during the last week of October 2014, respondent felt muscle pains and stiffness of his legs and shoulders which persisted for days. He informed his supervising officer of his condition, who reported the same to the vessel's Chief Officer. However, his physical complaints were acted upon only when the vessel docketed at the port of Manila.[7]

Upon his arrival in Manila, respondent was referred by LISI to its designated physician, Dr. Paul M. Teves (Dr. Teves) of the First Medical Team, for diagnosis and treatment. Dr. Teves issued his first Medical Report on November 6, 2014, which contained the following findings:

> The patient is assessed to be suffering from ACUTE TENOSYNOVITIS or Trigger Finger. This is a painful condition that causes the fingers and thumb to catch or lack [sic] when bent. This happens when the tendons of the finger or thumb becomes [sic] inflamed and swollen, thus, resulting to a narrowed tendon sheath, making it snap or pop when bent. This is usually caused by repeated movement or forceful use of the finger or thumb.
>
> Trigger Finger Surgical Release is the definitive method of treatment. Prognosis is good. Patient can be declared fit to work within 4-6 weeks from the time of surgery.
>
> In the meantime, physical therapy 3x/week is recommended. Celecoxib 200 mg 2x/a day for pain is prescribed. EMG-NCV test of upper extremities, which costs Php6,000.00 is needed to rule out the presence of Carpal Tunnel.[8]

However, further medical tests on respondent showed that his condition had aggravated, which Dr. Teves stated in his second Medical Report dated November 14, 2014:

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[6] Id.

[7] Id.

[8] Id. at 76-77.

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The patient's right hand urgently needs the surgery as the stiffness might eventually worsen. x x x

WORKING DIAGNOSIS:
- ACUTE TENOSYNIVITIS [sic] (TRIGGER FINGER),1ST, 2ND and 3RD DIGITS, RIGHT HAND x x x.[9] (Emphasis in the original)

Prior to his follow-up examination, respondent filed a Request for disembarkation which LISI approved. With the approval of the said request, respondent disembarked the vessel on November 21, 2014, but his medical care continued. On November 25, 2014, Dr. Teves issued his third Medical Report, recommending respondent for surgery, to wit:

In assessment, the patient's right hand needs surgery to hasten his return to work status. **The stiffness might eventually worsen if surgery is not done promptly**.

The surgery of choice is Surgical Release of the Trigger Fingers 1st, 2nd, 3rd digits of the right hand. **The cost of this procedure is approximately Php120,000.00 for all three digits. His next follow up visit is on December 15, 2014. We await your approval on this matter.** x x x.[10] (Emphasis in the original)

Respondent failed to report on the day set for his next check-up, claiming that he did not receive any notice informing him that he was scheduled for surgical operation or a follow-up treatment on the said day. Feeling abandoned, respondent consulted an independent physician, Dr. Erlinda Bandong Reyes (Dr. Reyes),who diagnosed him of being afflicted with "muscular stiffness probably secondary to muscular dystrophy and heavy workload" and declared him, "unfit for sea service in any capacity" with a disability assessment of Grade 1.[11]

Based on the foregoing assessment, respondent requested LISI for a Certificate of Separation in order for him to claim disability benefits from the Social Security System. In his Letter-Request[12] which he allegedly signed in front of Calderon,

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[9] Id. at 77.

[10] Id.

[11] Id. at 77-78.

[12] Id. at 78.

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respondent admitted that he misrepresented his health condition during his PEME, to wit:

Dear Sir,

I would like to request for a Certificate of Separation as requirement for my permanent disability benefit.

The doctor found out that I am suffering from Dystonia.This was already revealed during my service at Sharf Sea and during my Pre-Employment at FMT Medical Clinic, **I failed to disclose it to the attending physician.**

x x x

Respectfully yours,

(SIGNED)
RICHARD T. CAWALING (Emphases in the original)

Acting on the said Letter-Request, LISI issued a Certificate of Separation. On November 25, 2015, respondent filed a Complaint claiming for Disability Benefits and Damages, among others, against LSCI and Calderon, while LISI was not impleaded as a party respondent in the said case. Thereafter, summonses were issued against them, but LISI was not summoned to participate in the mandatory conciliation proceedings.[13]

Despite the lack of summons, LISI's President Teodoro G. Bernardino (Bernardino), executed a Special Power of Attorney (SPA) on February 12, 2016, conferring authority upon Calderon to represent the company in all stages of the proceedings in the case. On the hearing set on February 15, 2016, Calderon appeared and filed a Position Paper for the company seeking affirmative reliefs from the labor tribunal.[14]

Labor Arbiter's Ruling

On March 31, 2016, Labor Arbiter (LA) Julia Cecily Coching Sosito rendered a Decision[15] holding petitioners and LSCI solidarily

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[13] Id.

[14] Id. at 79.

[15] Id. at 293-305.

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liable to pay respondent his money claims. The LA held that the two corporations (LSCI and LISI) and Bernardino must be held jointly and severally liable to pay respondent's permanent and total disability benefits. Moreover, Calderon is held jointly and severally liable with LISI and LSCI, citing Section 10 of Republic Act No. (RA) 8042, as amended. The dispositive portion thereof reads:

> WHEREFORE, judgment is hereby rendered ordering Loadstar International Shipping Co., Inc., Loadstar Shipping Co., Inc. and Edgardo O. Calderon to pay, jointly and severally, complainant Richard T. Cawaling the following:
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> | | | |
> |---|---|---|
> | 1. | Total disability benefit | US$60,000.00 |
> | 2. | Attorney's fees | US$6,000.00 |
> | 3. | Moral Damages | ₱100,000.00 |
> | 4. | Exemplary Damages | ₱100,000.00 |
>
> SO ORDERED.[16]

Aggrieved by the LA's Decision, both petitioners and LSCI elevated the case to the National Labor Relations Commission (NLRC) for review.

NLRC Ruling

On July 18, 2016, the NLRC promulgated a Decision[17] modifying the Decision of the LA. The dispositive portion reads:

> WHEREFORE, the appeal filed by respondent Loadstar Shipping Co., Inc. (LSCI) is hereby GRANTED for lack of cause of action against said respondent. On the other hand, the appeal filed by Loadstar International Shipping, Inc. (LISI) is hereby DISMISSED for lack of merit.
>
> The decision of Labor Arbiter Julia Cecily Caching Sosito dated 31 March 2016 is hereby MODIFIED in that respondent Loadstar Shipping Co., Inc. is hereby absolved from any liability. The findings and rulings in the assailed Decision not affected by this modification are hereby SUSTAINED.
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> SO ORDERED.[18]

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[16] Id. at 304-305.

[17] Id. at 383-401.

[18] Id. at 400.

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The NLRC ruled that LSCI is not liable because it is not the employer or manning agency of respondent. There is no employer-employee relationship between LSCI and herein respondent. As to Calderon, however, the NLRC sustained his solidary liability as an officer of LISI. Moreover, it reiterated the point of the LA that joint and solidary liability for benefits arising from overseas employment is duly provided under the Migrant Workers and Overseas Filipinos Act, as amended.[19]

Petitioners filed a motion for reconsideration maintaining that the LA never acquired jurisdiction over them, that RA 8042 is not applicable, and that respondent is not entitled to permanent and total disability benefits.[20]

On October 11, 2016, the NLRC issued a Resolution[21] denying petitioners' motion for reconsideration for lack of merit.

On November 16, 2016, petitioners filed with the CA their Petition for *Certiorari* with "Very Urgent Motion for Special Raffle and Extremely Urgent Motion for Issuance of Temporary Restraining Order"[22] seeking to reverse and set aside the Decision and the Resolution of the NLRC.

CA Ruling

In a Decision[23] dated January 25, 2018, the CA ruled that petitioners failed to substantiate their claim of grave abuse of discretion on the part of the NLRC. The CA held that the NLRC correctly ruled that the LA acquired jurisdiction over LISI by virtue of its voluntary appearance. Moreover, as regards respondent's disability claim, the CA upheld the ruling of the NLRC that respondent is entitled to permanent and total disability benefits plus damages and attorney's fees. Lastly, it found the NLRC's Decision correct that Calderon is solidarily liable with LISI under

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[19] Id.

[20] Id. at 437-438.

[21] Id. at 437-441.

[22] Id. at 442-488.

[23] Id. at 75-87.

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Section 10 of RA 8042, as amended. The dispositive portion of the Decision reads:

WHEREFORE, in view of the foregoing discussion, the present Petition is **DISMISSED**.The July 18, 2016 Decision of the National Labor Relations Commission and its October 11, 2016 Resolution in NLRC LAC No. (OFW-M) 05-000366-16/NLRC NCR Case No. (M) 11-13671-15 are hereby **AFFIRMED**.

SO ORDERED.[24]

On February 19, 2018, petitioners filed a motion for reconsideration.[25]

On September 17, 2018, the CA denied in a Resolution[26] the motion for lack of merit. Hence, the instant recourse anchored on the following grounds:

I.

THE HON. LABOR ARBITER DID NOT ACQUIRE JURISDICTION OVER LISI FOR FAILURE TO SERVE SUMMONS UPON IT.

II.

PETITIONERS CONTINUOUSLY QUESTIONED THE JURISDICTION OF THE HON. LABOR ARBITER OVER THEIR PERSON(S). HENCE, THE HON. LABOR ARBITER NEVER ACQUIRED JURISDICTION OVER THEM.

III.

PETITIONER EDGARDO O. CALDERON CANNOT BE HELD SOLIDARILY LIABLE SINCE THE "JOINT AND SOLIDARY LIABILITY" UNDER THE MIGRANT WORKERS AND OVERSEAS FILIPINOS ACT IS NOT APPLICABLE.

IV.

LOADSTAR INTERNATIONAL SHIPPING, INC. (LISI) IS A PHILIPPINE OVERSEAS SHIPPING ENTERPRISE AND IS NOT

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[24] Id. at 87.

[25] Id. at 3.

[26] Id. at 23-24.

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A PRIVATE RECRUITMENT OR EMPLOYMENT AGENCY OR A MANNING AGENT.

V.

CAWALING IS NOT ENTITLED TO PERMANENT TOTAL DISABILITY BENEFITS.[27]

In their Petition for Review on *Certiorari*, petitioners argue that: First, LISI was not served with summons.[28] In fact, the complaint was addressed to LSCI and Calderon only. Since LSCI and LISI are separate and distinct corporations, then, the LA did not acquire jurisdiction over LISI. Moreover, contrary to the ruling of the CA that the LA acquired jurisdiction over LISI when it voluntarily submitted itself to the authority of the LA, petitioners argue that LISI never appeared in the case except for the filing of position paper which included the assertion that the LA did not acquire jurisdiction over its person. The filing of a position paper cannot in anyway be deemed voluntary appearance as petitioners questioned the jurisdiction of the LA. Secondly, petitioners posit that Calderon cannot be held solidarily liable because there is no legal or factual basis to rule that Calderon is a corporate officer, director or a partner in LISI.[29] Calderon was simply one of the managers of LISI, as Head of its Personnel Department, thus, Section 10 of RA 8042 which speaks of corporate officers, directors, and partners is inapplicable to him. Thirdly, petitioners maintain that LISI is not a manning agency but a Philippine Overseas Shipping Enterprise accredited by Philippine Overseas Employment Administration (POEA).[30] It reiterates that it is not engaged in "recruitment and placement" for a fee, instead, it is an ordinary Philippine corporation engaged in overseas shipping. Hence, the general laws on corporations apply and not RA 8042. Finally, petitioners contend that respondent is not entitled to permanent and total disability benefits due to non-disclosure of his health condition at the time when he applied for employment with LISI.

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[27] Id. at 23-24.

[28] Id. at 26.

[29] Id. at 33-34.

[30] Id. at 38.

In his Comment,[31] respondent pointed out LISI and LSCI are one and the same juridical entity owned by the same family and/or board of directors.[32] They have the same office address, the same President in the person of Bernardino, the same Treasurer in the person of Fe Maria Dora G. Bernardino, and likewise, both have the same Personnel Head in the person of Calderon. Thus, a notice to LSCI is a notice to LISI. Respondent argues that the LA did not err in piercing the veil of corporate entity. A settled formulation of the doctrine of piercing the corporate veil is that when two business enterprises are owned, conducted and controlled by the same parties, both law and equity will, when necessary to protect the rights of third parties, disregard the legal fiction that these two entities are distinct and treat them as identical or as one and the same. Moreover, respondent refuted the argument of petitioners that the LA did not acquire jurisdiction over LISI since the latter was never impleaded nor summoned as a party respondent to the case. Respondent stressed that in filing its position paper, LISI also sought affirmative relief from the labor tribunal.[33] A party cannot invoke the jurisdiction of the court to secure the affirmative relief against his opponent and after obtaining or failing to obtain such relief, repudiate or question that same jurisdiction. Moreover, respondent reiterated the ruling of the NLRC that LISI is an entity accredited by the POEA as an overseas recruitment agency.[34] It is not disputed that LISI contracted respondent for deployment to its principal LSCI. The fact that all documents needed for respondent's deployment, such as his Employment Contract and Embarkation Order, were issued by LISI supports this claim. Lastly, respondent emphasized that his illness was the result of his strenuous workload as cook at the cargo vessel MV Mangium and his exposure to several risk factors that weakened his body. Respondent noted that Dr. Reyes had confirmed that his ailment is work-related.[35]

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[31] Id. at 534-562.

[32] Id. at 539.

[33] Id. at 543.

[34] Id. at 558.

[35] Id. at 544.

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The Court's Ruling

The Court is left to resolve the fundamental issue of whether the CA correctly sustained the NLRC's Decision finding LISI and Calderon solidarily liable for the payment of disability benefits to respondent.

After judicious study of the case, We find no reason to depart from the ruling of the NLRC and the CA.

Preliminarily, it must be emphasized that the Court has consistently held that only questions of law may be raised in a petition for review on *certiorari* under Rule 45 of the Rules of Court, as amended.[36] The Court is not a trier of facts and as a general rule, only questions of law raised *via* a petition for review under Rule 45 of the Rules of Court are reviewable by this Court. Factual findings of administrative or quasi-judicial bodies, including labor tribunals, are accorded much respect by this Court as they are specialized to rule on matters falling within their jurisdiction especially when these are supported by substantial evidence. However, a relaxation of this rule is made permissible by this Court whenever any of the following circumstances is present:

1. when the findings are grounded entirely on speculations, surmises or conjectures;
2. when the inference made is manifestly mistaken, absurd or impossible;
3. when there is grave abuse of discretion;
4. when the judgment is based on a misapprehension of facts;
5. when the findings of fact are conflicting;
6. when in making its findings[,] the Court of Appeals went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee;
7. when the findings are contrary to that of the trial court;
8. when the findings are conclusions without citation of specific evidence on which they are based;
9. when the facts set forth in the petition[,] as well as in the petitioner's main and reply briefs[,] are not disputed by the respondent;

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[36] *Abosta Shipmanagement Corp. v. Segui*, G.R. No. 214906, January 16, 2019.

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10. when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; [and]
11. when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion.[37]

Thus, the rule is not ironclad. The Court may delve into and resolve factual issues when, among others, there is insufficient or insubstantial evidence to support the findings of the tribunal or court below, or when the lower courts come up with conflicting positions, as in this case.[38] Hence, this Court is constrained to review and resolve the factual issue in order to settle the controversy.

Although not served with summons, jurisdiction over LISI was acquired through its voluntary appearance.

It is basic that the LA cannot acquire jurisdiction over the person of the respondent without the latter being served with summons.[39] However, if there is no valid service of summons, the court can still acquire jurisdiction over the person of the defendant by virtue of the latter's voluntary appearance.[40]

While it is undisputed that LISI was not issued or served with summons or notice of conference, records show its voluntary submission to the authority of the LA. First, in a letter dated January 20, 2015 of Calderon, who claims to be representing LISI, requested for the resetting of the conference. Second, on February 12, 2016, the president of LISI, Bernardino executed a SPA conferring upon Calderon the authority to represent LISI in the proceedings on the case. Third, LISI filed its position paper, presented its arguments against the claim of respondent and sought affirmative relief from the labor court. Rule 14,

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[37] *Philippine Transmarine Carriers, Inc. v. Cristino*, 755 Phil. 108, 121-122 (2015).

[38] *Paleracio v. Sealanes Marine Services, Inc.*, 835 Phil. 997, 1006 (2018).

[39] *Larkins v. National Labor Relations Commission*, 311 Phil. 687, 693 (1995).

[40] *Dimson v. Chua*, 801 Phil. 778, 787 (2016).

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Section 23 of the 2019 Amendments to the 1997 Rules of Civil Procedure[41] provides that:

> Section 23. Voluntary appearance. – The defendant's voluntary appearance in the action shall be equivalent to service of summons. The inclusion in a motion to dismiss of other grounds aside from lack of jurisdiction over the person of the defendant shall be deemed a voluntary appearance.

All these indicate that LISI voluntarily submitted its person to the jurisdiction of the LA.

Further, the CA is correct in noting that although LISI was not initially impleaded as party to the case, it was not denied the opportunity to be heard. LISI, through its pleadings, was able to voice out its position and submit evidence in support thereof.

LISI is an Overseas Recruitment Agency.

LISI argues that it is not a recruitment/placement agency, but a POEA-registered Philippine Overseas Shipping Enterprise.

We do not agree.

According to Section 1, Rule II of the Omnibus Rules and Regulations Implementing RA 8042, as amended by RA 10022, "a private recruitment of employment agency refers to any person, partnership or corporation duly licensed by the Secretary of Labor and Employment to engage in the recruitment and placement of workers for overseas employment for a fee which is charged, directly or indirectly, from the workers or employers or both."

Moreover, recruitment and placement shall mean any act of canvassing, enlisting, contracting, transporting, utilizing, hiring, procuring workers and includes referring, contract services, promising or advertising for employment abroad, whether for profit or not.

We agree with the CA and the NLRC that LISI is an entity accredited by the POEA as an overseas recruitment agency.[42]

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[41] A.M. No. 19-10-20-SC, effective on May 1, 2020.

[42] *Rollo*, p. 86.

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Close scrutiny of the Certification signed by the POEA Administrator Hans Leo J. Cacdac dated October 30, 2014 that LISI itself presented, shows that LISI is "*duly enlisted with the Philippine Overseas Employment Administration and therefore is authorized* ***to deploy Filipino seamen onboard its Philippine registered vessels***."[43] Additionally, it is not disputed that LISI contracted respondent for deployment to LSCI. It is LISI which issued all the needed documents for respondent's deployment such as his Employment Contract and Embarkation Order.

Calderon is solidarily liable with LISI.

As one of the officers of LISI, Calderon is jointly and severally liable with LISI. Calderon cannot evade liability by invoking that RA 8042 has no application in this case. We sustain the ruling of the CA and the labor tribunals below that Section 10 of RA 8042, as amended by RA 10022 governs and not the Corporation Code. Section 10 of RA 8042 provides:

> SEC. 10. *Monetary Claims*.– x x x
>
> The liability of the principal/employer and the recruitment/placement agency for any and all claims under this section shall be joint and several. This provision shall be incorporated in the contract for overseas employment and shall be a condition precedent for its approval. The performance bond to be filed by the recruitment/placement agency, as provided by law, shall be answerable for all money claims or damages that may be awarded to the workers. If the recruitment/placement agency is a juridical being, the corporate officers and directors and partners as the case may be, shall themselves be jointly and solidarily liable with the corporation or partnership for the aforesaid claims and damages.

In *Oscares v. Magsaysay Maritime Corp.*,[44] the Court explained that although as a general rule, corporate officers cannot be personally held liable for the contracts entered into by the corporation, personal liability may validly attach when he is made personally liable for his corporate action by a specific provision of law. The Court elucidated in this wise:

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[43] Id. at 44.

[44] G.R. No. 245858, December 2, 2020.

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Respondents, including Arnold Javier as the President of Magsaysay Maritime Corporation, shall be jointly and severally liable to Oscares in accordance with Section 10 of Republic Act (RA) No. 8042, as amended by RA No. 10022, which provides that "if the recruitment/placement agency is a juridical being, the corporate officers and directors and partners as the case may be, shall themselves be jointly and solidarily liable with the corporation or partnership for the aforesaid claims and damages." In *Gargallo v. Dohle Seafront Crewing (Manila), Inc.*, **We explained that corporate officers or directors cannot, as a general rule, be personally held liable for the contracts entered into by the corporation because the corporation has a separate and distinct legal personality. However, "personal liability of such corporate director, trustee, or officer, along (although not necessarily) with the corporation, may validly attach when he is made by a specific provision of law personally answerable for his corporate action." As such, We upheld the joint and solidary liability of the officer in that case following Sec. 10 of RA No. 8042, as amended.** We similarly imposed joint and several liability on the foreign employer, local manning agency, and its officer/director in *Cariño v. Maine Marine Phils., Inc.*[45] (Emphasis supplied)

RA 8042, as amended by RA 10022 is a police power measure intended to regulate the recruitment and deployment of Overseas Filipino Workers (OFWs). It aims to curb, if not eliminate, the injustices and abuses suffered by numerous OFWs seeking to work abroad.[46] Jurisprudence explains that the solidary liability under Section 10 of RA 8042 is meant to assure the aggrieved worker of immediate and sufficient payment due him.[47] In *Gopio v. Bautista*,[48] citing *Sameer Overseas Placement Agency, Inc. v. Cabiles*,[49] the Court explained:

[T]he provision on joint and several liability in R.A. No. 8042 is in line with the state's policy of affording protection to labor and alleviating workers' plight. It assures overseas workers that their rights will not be

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[45] Id.

[46] *Gopio v. Bautista*, 832 Phil. 411 (2018).

[47] *Augustin International Center, Inc. v. Bartolome*, G.R. No. 226578, January 28, 2019.

[48] Supra note 46.

[49] 740 Phil. 403 (2014).

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frustrated by difficulties in filing money claims against foreign employers. Hence, in the case of overseas employment, either the local agency or the foreign employer may be sued for all claims arising from the foreign employer's labor law violations. This way, the overseas workers are assured that someone-at the very least, the foreign employer's local agent-may be made to answer for violations that the foreign employer may have committed. By providing that the liability of the foreign employer may be "enforced to the full extent" against the local agent, the overseas worker is assured of immediate and sufficient payment of what is due them. The local agency that is held to answer for the overseas worker's money claims, however, is not left without remedy. The law does not preclude it from going after the foreign employer for reimbursement of whatever payment it has made to the employee to answer for the money claims against the foreign employer.[50]

Respondent is entitled to permanent and total disability benefits.

Petitioners invoked that respondent is disqualified from claiming any disability benefit for failure to disclose his health condition during his PEME. They asserted that respondent's admission in the Letter-Request should have been given credence as proof that he misrepresented his health condition which warrants his disqualification from claiming any disability benefit under Section 20 (E) of the 2000 POEA-Standard Employment Contract (POEA-SEC). Respondent denied this allegation and asserted that his signature thereon was fabricated.

The LA observed that respondent did not sign the aforesaid Letter-Request since it is but impossible for a person afflicted with a disease which greatly affects his ability to move his hand could even sign a document. Moreover, doubts shall be resolved in favour of labor in line with the policy enshrined in the Constitution,[51] the

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[50] *Gopio v. Bautista*, supra note 46, at 430.

[51] CONSTITUTION, Article XIII, Section 3:

SECTION 3. The State shall afford full protection to labor, local and overseas, organized and unorganized, and promote full employment and equality of employment opportunities for all.

It shall guarantee the rights of all workers to self-organization, collective bargaining and negotiations, and peaceful concerted activities, including the right to strike in accordance with law. They shall be entitled to security of tenure,

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Labor Code,[52] and the Civil Code,[53] to provide protection to labor and construe doubts in favour of labor. This Court has consistently held that "if doubts exist between the evidence presented by the employer and the employee, the scales of justice must be tilted in favor of the latter."[54]

Moreover, it bears stressing that findings of fact of administrative agencies and quasi-judicial bodies, which have acquired expertise because their jurisdiction is confined to specific matters, are generally accorded not only great respect but even finality.[55] Hence, We do not find error in the findings of the CA, which affirmed those of the NLRC and the LA.

Further, it cannot be denied that respondent's ailment was work-related and work-aggravated. He developed Tenosynovitis while working as a cook. He was constantly exposed to occupational hazards such as exposure to extreme temperatures and cleaning products and chemicals, repetitive manual tasks, lifting or carrying of heavy food trays, working with knives, mincers and

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humane conditions of work, and a living wage. They shall also participate in policy and decision-making processes affecting their rights and benefits as may be provided by law.

The State shall promote the principle of shared responsibility between workers and employers and the preferential use of voluntary modes in settling disputes, including conciliation, and shall enforce their mutual compliance therewith to foster industrial peace.

The State shall regulate the relations between workers and employers, recognizing the right of labor to its just share in the fruits of production and the right of enterprises to reasonable returns on investments, and to expansion and growth.

[52] LABOR CODE, Article 4:

ARTICLE 4. Construction in favor of labor. — All doubts in the implementation and interpretation of the provisions of this Code, including its implementing rules and regulations, shall be resolved in favor of labor.

[53] CIVIL CODE, Article 1702:

ARTICLE 1702. In case of doubt, all labor legislation and all labor contracts shall be construed in favor of the safety and decent living for the laborer.

[54] *Toquero v. Crossworld Marine Services, Inc.*, G.R. No. 213482, June 26, 2019.

[55] *Vergara v. Anz Global Services and Operations Manila, Inc.*, G.R. No. 250205, February 17, 2021.

other dangerous tools and equipment, risk of burns or fires from ovens, deep-fat fryers and steam from pots. All these may result in pains and other problems in hands, arms, legs, and other parts of the body.[56]

Respondent's total and permanent disability is bolstered by the fact that he was not able to resume his work as a seaman-cook onboard any vessel. Permanent disability transpires when the inability to work continues beyond 120 days, regardless of whether or not he loses the use of any part of his body. On the other hand, total disability means the incapacity of an employee to earn wages in the same or similar kind of work that he was trained for, or is accustomed to perform, or in any kind of work that a person of his mentality and attainments can do. It does not mean absolute helplessness.[57]

Accordingly, permanent and total disability means the inability to do substantially all material acts necessary to the prosecution of a gainful occupation without serious discomfort or pain and without material injury or danger to life. In disability compensation, it is not the injury *per se* which is compensated, but the incapacity to work.[58]

Applying previous pronouncements of the Court, under the circumstances of this case, respondent is entitled to permanent and total disability benefits.

WHEREFORE, premises considered, the instant Petition for Review on *Certiorari* is **DENIED**.The Decision dated January 25, 2018 and the Resolution dated September 17, 2018, both of the Court of Appeals, in CA-G.R. SP No. 148464 are hereby **AFFIRMED**. Loadstar International Shipping, Inc. and Edgardo Calderon are **ORDERED** to pay, jointly and severally, Richard T. Cawaling the following:

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[56] *Rollo*, p. 396.

[57] *Career Philippines Shipmanagement, Inc. v. Silvestre*, 823 Phil. 44, 60 (2018).

[58] *Magsaysay Mol Marine, Inc. v. Atraje*, 836 Phil. 1061 (2018).

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1.	Total disability benefit	US$60,000.00
2.	Attorney's fees	US$6,000.00
3.	Moral damages	₱100,000.00
4.	Exemplary damages	₱100,000.00

SO ORDERED.

Leonen (Chairperson), Inting, and *J. Lopez, JJ.*, concur.

Hernando, J., on official leave.

APPEARANCES OF COUNSEL

Chua Lim & Associates for petitioners.
Manorco Maritime Consultancy for respondent.