Supreme Court E-Library

2) to provide petitioner continuous medical and hospital services and supplies as the nature of the ailment may require should the illness still subsist; and 3) to pay the Workmen's Compensation Commission Sixty One Pesos (₱61.00) as administrative fees.

Attorney Arsenio Cabanting shall refund the amount of ₱800.00 to petitioner, if he has not done so.

No costs.

SO ORDERED.

Teehankee, (Chairman) Makasiar, Fernandez, Guerrero, and *De Castro, JJ.*, concur.

FIRST DIVISION

[G.R. No. L-42774. February 28, 1979]

MANILA TIMES PUBLISHING CO., INC., *petitioner, vs.* **WORKMEN'S COMPENSATION COMMISSION and NITTO P. ITONA,** *respondents.*

SYLLABUS

1. **LABOR AND SOCIAL LEGISLATION; WORKMEN'S COMPENSATION; CLAIM UNDER THE UNFAIR LABOR PRACTICE DISTINCT FROM CLAIM UNDER THE WORKMEN'S COMPENSATION ACT.** — The fact that upon the dismissal of an unfair labor practice case filed by the employee against the employer, the employee received the amount of ₱8,000 representing the employee's increase in salary, bonus and living allowance, the receipt of such amount does not preclude the employee from claiming compensation under the Workmen's Compensation Act for disability resulting from illness.

2. **ID.; EMPLOYER-EMPLOYEE RELATIONSHIP; NOT TERMINATED WHERE EMPLOYER CONTINUED ITS**

Supreme Court E-Library

BUSINESS AS A CORPORATION. — The contention that the employer-employee relationship between petitioner and claimant ceased upon the proclamation of Martial Law is not meritorious, because although petitioner's business of publishing newspapers ceased with the proclamation of martial law, petitioner continued to do business as a corporation, receiving printing jobs from other companies, lease and renting its facilities including its buildings.

3. **ID.; WORKMEN'S COMPENSATION; PRESUMPTION OF COMPENSABILITY; APPLICATION.** — The employee's claim for disability compensation resulting from illness is presumed compensable where the illness supervened during the period of employment.

4. **ID.; ID.; AMOUNT OF DISABILITY BENEFIT.** — Where it is not shown that the employee's illness has been arrested or cured, he is entitled to the maximum amount of P6,000 as disability benefit. He is also entitled to reimbursement of medical expenses which may be supported by proper receipts.

APPEARANCES OF COUNSEL

Constancio S. Vitug for petitioner.
Nitto P. Itona in his own behalf.

D E C I S I O N

FERNANDEZ, *J.*:

This is a petition to review the decision of the Workmen's Compensation Commission in RPO-WC Case No. C-1094 entitled "*Nitto P. Itona, Claimant, versus, The Manila Times Publishing Company, Inc., Respondent,*" the dispositive part of which reads:

"WHEREFORE, the decision appealed from should be, as it is hereby AFFIRMED and respondent is hereby ordered to:

"1. Pay claimant, the amount of SIX THOUSAND PESOS (₱6,000.00) as disability compensation pursuant to Section 14 of the Act, as amended).

"2. Pay claimant, the amount of THREE HUNDRED EIGHTY TWO PESOS and 92/100 (₱382.92) as reimbursement of medical expenses.

Supreme Court E-Library

"3. Pay this Commission, the amount of SIXTY SIX PESOS (₱66.00) as administrative fee and cost of this review.

SO ORDERED.

Quezon City, Philippines, December 31, 1975."[1]

The claimant, Nitto P. Itona, private respondent herein, filed with the Workmen's Compensation Unit of Rizal Province a claim for disability benefit on account of his illness which supervened during his employment with the Manila Times Publishing Co., Inc., petitioner herein.

The Acting Referee of the Workmen's Compensation Unit of the Rizal Provincial Office rendered judgment ordering the employer to pay disability compensation to Nitto P. Itona and to reimburse him of his medical expenses.

The Manila Times Publishing Co., Inc. appealed to the Workmen's Compensation Commission which affirmed the decision of the Acting Referee.

The petitioner assigns the following errors:

"First Assignment of Error

RESPONDENT WORKMEN'S COMPENSATION COMMISSION IN ITS SAID DECISION HAS WORKED OUT A COMMISSION OR ERROR IN ORDERING PETITIONER HEREIN (RESPONDENT BELOW) TO PAY CLAIMANT (RESPONDENT HEREIN) 'DISABILITY COMPENSATION FROM OCTOBER 15, 1972 TO THE PRESENT', AFTER AN ALLEGED EMPLOYER-EMPLOYEE RELATION HAS ADMITTEDLY CEASED WHEN PETITIONER'S BUSINESS WAS ORDERED CLOSED UPON THE PROCLAMATION OF MARTIAL LAW ON SEPTEMBER 21, 1972."

"Second Assignment of Error

RESPONDENT WORKMEN'S COMPENSATION COMMISSION IN ITS SAID DECISION HAS WORKED OUT A COMMISSION OF ERROR IN ORDERING PAYMENT OF DISABILITY COMPENSATION FROM OCTOBER 15, 1972 TO THE PRESENT WITHOUT MEDICAL EVALUATION."

---

[1] Annex "A", *Rollo*, pp. 16-17.

Supreme Court E-Library

"Third Assignment of Error

RESPONDENT WORKMEN'S COMPENSATION COMMISSION IN ITS SAID DECISION HAS WORKED OUT A COMMISSION OF ERROR IN ORDERING REIMBURSEMENT OF ALLEGED MEDICAL EXPENSES WITHOUT THE RESPONDENT HAVING COMPLIED WITH SEC. 13, PAR, 5, WCA."

"Fourth Assignment of Error

RESPONDENT WORKMEN'S COMPENSATION COMMISSION IN ITS SAID DECISION HAS WORKED OUT A COMMISSION OF ERROR IN HOLDING THAT, 'RESPONDENT'S (PETITIONER HEREIN) ALLEGATION THAT THE SETTLEMENT IN THE AMOUNT OF ₱8,000.00 EXTINGUISHED ITS LIABILITY UNDER THE WORKMEN'S COMPENSATION ACT IS UNTENABLE."

"Fifth Assignment of Error

RESPONDENT WORKMEN'S COMPENSATION COMMISSION IN ITS SAID DECISION HAS WORKED OUT A COMMISSION OF ERROR IN CONCLUDING THAT THERE IS 'NO SHOWING THAT HIS ILLNESS HAS BEEN CURED OR ARRESTED."

"Sixth Assignment of Error

RESPONDENT WORKMEN'S COMPENSATION IN ITS SAID DECISION HAS WORKED OUT A COMMISSION OF ERROR IN NOT HOLDING THAT RESPONDENT IS ON A MERE CASUAL STATUS, WITH LIGHT WORK WHICH COULD NOT CAUSE OR AGGRAVATE ALLEGED PTB, AND AS SUCH NOT ENTITLED TO DISABILITY BENEFITS AND MEDICAL EXPENSES."[2]

The facts, as found by the Workmen's Compensation Commission, are:

"A perusal of the record disclosed that claimant Nitto Itona was formerly employed and assigned in the Promotions Department of the respondent with a monthly salary of ₱570.00. He worked from 8:00 A.M. to 5:00 P.M., but the varied activities of his duties demanded of him to work overtime, more particularly in undertaking special coverages and assignments, which unduly exposed him to the elements and strain and stress. Because of the nature of his employment,

---

[2] Petition for Review, *Rollo*, p. 11, p. 12, p. 13.

Supreme Court E-Library

claimant contracted tuberculosis sometime in September, 1972, as shown by his x-ray examination on September 18, 1972, which indicated that he was suffering from PTB, moderately advanced, with cavity formation, bilateral, with stelectasis on the left lung. His illness was reported to this employer, thru the Marketing Director and was referred to the Company physician, who extended his medication on October 31, 1972 and November 4, 1972. Upon the declaration of Martial Law, respondent was forced to stop operations and some of its employees were forced to stop working. Claimant however stopped working because of his disability as a result of his illness.

After a careful perusal of the foregoing facts, we reject respondent's contentions in seeking a reversal of the decision. Respondent's allegation that the settlement in the amount of ₱8,000.00 extinguished its liability under the Workmen's Compensation Act is untenable. The amount of ₱8,000.00, received by the complainant, was in consideration of the dismissal of a case for unfair labor practices filed by the claimant against the respondent before the NLRC, and the record shows that this amount represents claimant's increase in salary, bonus and living allowance and was never intended to cover compensation benefits for disability resulting from illness contracted in the course of his employment."[3]

It appears that the claimant had filed a case for unfair labor practice against the Manila Times Publishing Co., Inc. with the National Labor Relations Commission. This unfair labor practice case was dismissed upon payment by the Manila Times Publishing Co., Inc. to the claimant of the amount of ₱8,000.00 representing claimant's increase in salary, bonus and living allowance. The amount did not include compensation benefits for disability resulting from illness.

The contention that the employer-employee relationship between the Manila Times Publishing Co., Inc. and Nitto P. Itona ceased upon the proclamation of Martial Law on September 21, 1972 is not meritorious. Although the business of publishing newspapers ceased with the proclamation of Martial Law, the petitioner continued to do business as a corporation, receiving printing jobs for other companies, leasing and renting its facilities including its buildings.

---

[3] Decision, *Rollo*, pp. 15-16.

Supreme Court E-Library

It is a fact that the illness of the claimant, private respondent herein, supervened during the period of his employment. Hence, it is presumed that the claim is compensable.[4]

This Court has held:

"x x x In a very recent case penned by Mr. Justice Claudio Teehankee, this Court held: 'x x x assuming the employee's illness may be ruled out as an occupational disease or that the causal link between the nature of his employment and his ailment has been insufficiently shown, nevertheless, it is to be presumed as mandated by Section 44 of the Workmen's Compensation Act, that the employee's illness which supervened during his employment either arose out of, or at least aggravated by said employment and with this presumption, the burden or proofs shifts to the employer and the employee is relieved of the burden to show causation. In the case before Us, the respondent has failed to discharge that burden x x x'"[5]

In the present case the petitioner had not adduced evidence to rebut the presumption that the claim of Nitto P. Itona is compensable.

Inasmuch as there is no showing that the illness of the private respondent, Nitto P. Itona, has been arrested or cured, he is entitled to the maximum amount of ₱6,000.00 as disability benefit. He is also entitled to reimbursement of medical expenses which may be supported by proper receipts.

WHEREFORE, the petition for review is denied and the decision of the Workmen's Compensation Commission sought to be reviewed is hereby affirmed with the modification that Nitto P. Itona shall be reimbursed such medical expenses as may be established by proper receipts.

SO ORDERED.

---

[4] Section 44, Workmen's Compensation Act, as amended.

[5] *Simon vs. Republic of the Philippines* (Supreme Court), 71 SCRA 643, 646.

Supreme Court E-Library

Teehankee (Chairman), Guerrero, De Castro, and *Melencio Herrera, JJ.*, concur.

Makasiar, J., concurs in a separate opinion.

SEPARATE OPINIONS

MAKASIAR, *J.*, *concurring*:

I concur with the additional opinion that the petitioner employer should likewise be directed to continuously provide the claimant with such medical, surgical and hospital services as well as appliances and supplies as the nature of his disability and the progress of his recovery may require and which will promote his early restoration to the maximum level of his physical capacity. It is my consistent view that the provisions of Section 13 of the Workmen's Compensation Act, as amended, and Article 185 of the New Labor Code confer such right on the disabled employee, whether his disability is temporary or permanent. This is in compliance with the social justice guarantee of both the 1935 and 1973 Constitutions and in obedience to the directed of Article 4 of the New Labor Code that "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', which is a re-statement of existing jurisprudence as well as Article 1702 of the New Civil Code. To limit such right to temporarily disabled employee would inflict gross injustice on those permanently disabled, who still need to be relieved from the pain, trauma, social ostracism or humiliation generated by such permanent disability.