



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **12 October 2020** which reads as follows:*

“G.R. No. 253390 (Romeo J. Cheng v. Manila Shipmanagement and Manning, Inc., Hellespont Ship Management GMBH & Co. KG, and Atty. Christian D. Gerona). – After a judicious study of the case, the Court resolves to **DENY** the instant petition and **AFFIRM with MODIFICATION** the September 19, 2019 Decision¹ and the July 30, 2020 Resolution² of the Court of Appeals (CA) in CA-G.R. SP No. 158197 for failure of petitioner Romeo J. Cheng (petitioner) to sufficiently show that the CA committed any reversible error in upholding the finding that he is entitled to Grade 8 disability benefits only under the 2010 Philippine Overseas Employment Administration-Standard Employment Contract (POEA-SEC).³

As correctly ruled by the CA, petitioner failed to substantiate his claim that his disability arose from an accident to be entitled to the disability benefits provided under the Collective Bargaining Agreement (CBA).⁴ Moreover, since the parties voluntarily and mutually agreed to refer petitioner’s condition to a third doctor in accordance with the POEA-SEC, and whose assessment shall be deemed final and binding on the parties, the latter’s finding of Grade 8 disability in accordance with the Schedule of Disability of Allowance under Section 32 of the POEA-SEC must be sustained. Accordingly, the award of \$16,795.00, which is the

¹ *Rollo*, pp. 66-74. Penned by Associate Justice Mario V. Lopez (now a member of this Court) with Associate Justices Ma. Luisa Quijano-Padilla and Ronaldo Roberto B. Martin, concurring.

² *Id.* at 76-77. Penned by Associate Justice Ronaldo Roberto B. Martin with Associate Justices Manuel M. Barrios and Walter S. Ong, concurring.

³ POEA Memorandum Circular No. 10, Series of 2010, entitled “AMENDED STANDARD TERMS AND CONDITIONS GOVERNING THE OVERSEAS EMPLOYMENT OF FILIPINO SEAFARERS ON-BOARD OCEAN-GOING SHIPS,” dated October 26, 2010.

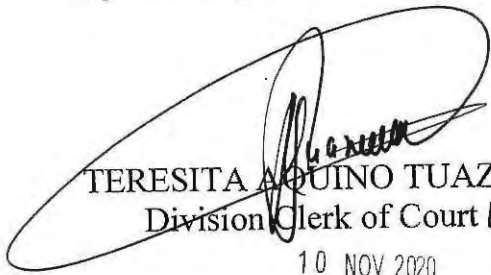
⁴ See *rollo*, pp. 70-71.

compensation for Impediment Grade 8, or 33.59% of \$50,000.00, is in order. However, in light of prevailing jurisprudence,⁵ the Court deems it proper to impose interest on the monetary award due to petitioner at the legal rate of six percent (6%) per annum from the date of the finality of this Resolution until full payment.

On the other hand, considering that petitioner signed off due to the completion of his contract and not for medical reasons, he is not entitled to sickness allowance.⁶ Moreover, his claims for attorney's fees and damages are bereft of merit, since respondents Manila Shipmanagement and Manning, Inc., Hellepont Ship Management GMBH & Co. KG, and Atty. Christian D. Gerona acted within their rights under the POEA-SEC and the CBA to deny his claim for total permanent disability benefits.⁷ It bears stressing that factual findings of the labor tribunals, when affirmed by the CA, are generally accorded not only with respect, but even finality, and are binding upon this Court,⁸ as in this case.

SO ORDERED. (Baltazar-Padilla, *J.*, on leave.)”

By authority of the Court:


TERESITA AQUINO TUAZON
Division Clerk of Court *wh*
10 NOV 2020 *11/10*

⁵ *Nacar v. Gallery Frames*, 716 Phil. 267, 283 (2013).

⁶ Section 20 A (3) of the POEA-SEC, provides:
Section 20. *Compensation and benefits.* —
x x x x

D. No compensation and benefits shall be payable in respect of any injury, incapacity, disability or death of the seafarer resulting from his willful or criminal act or intentional breach of his duties, provided however, that the employer can prove that such injury, incapacity, disability or death is directly attributable to the seafarer.

⁷ *OSG Shipmanagement Manila, Inc. v. Pellazar*, G.R. No. 198367, August 6, 2014.

⁸ See *Nahas v. Olarte*, 734 Phil. 569, 580 (2014).

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(NLRC NCR Case No. (M) 03-04715-17;
NLRC LAC No. 06-000400-18)

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Supreme Court, Manila

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Ma. Orosa Street
Ermita, 1000 Manila
CA-G.R. SP No. 158197

*with copy og CA Decision dated 19 September 2019.
Please notify the Court of any change in your address.
GR253390. 10/12/2020(297)URES 