

MANILA ELECTRIC COMPANY, PETITIONER, VS. MACRO TEXTILE MILLS CORPORATION, RESPONDENT.

G.R. No. 126243. January 18, 2002

Ponente: PARDO, J.

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PARDO, J.:

The Case

This is a petition for review on certiorari assailing the propriety of the imposition of differential billings on respondent Macro Textile Mills Corporation (MACRO) for unregistered consumption of electricity resulting from the tampering of Meralco's electric meter.[1]

MACRO is MERALCO'S general power customer under billing account number 9400-822-19, covered by a service contract.

On October 3, 1986, MACRO filed with the Regional Trial Court, Quezon City, Branch 86[2] a complaint for injunction with an application for a restraining order against MERALCO to restrain MERALCO from cutting MACRO'S electric service and to compel MERALCO to explain its billing.

On the same date, the trial court issued a temporary restraining order enjoining the parties to maintain the status quo.[3]

On April 28, 1989, the presiding judge[4] inhibited himself from further hearing the case following a motion to inhibit filed by MERALCO.

The Facts

The facts, as found by the trial court, are as follows:

"Plaintiff is a customer of the defendant, consuming electricity since 1982, up to the present. However, on February 27, 1982, the Weaving Department of plaintiff was gutted by fire. All the machineries producing textiles were destroyed by fire. The operation of the plaintiff was reduced to dyeing business only. Before the fire, plaintiff has its own weaving plant, and it produces (sic) textile fabrics. However, after the fire the plaintiff had only four (4) dyeing machines, two (2) sets of high-pressured dying machines, and one sintering machine. It stopped operation for almost a year. They started operations against in its dyeing business in 1983. In the years 1985 and 1986, there was a slump in the textile business, so much so, that its monthly electric consumption was also reduced. Despite the fact that there was a slump in the textile business, and the fire which gutted the weaving department, the monthly electric bills were religiously paid by the plaintiff.

"In 1985, the plaintiff's operation became irregular, because it depended solely in the job orders for dyeing. There was partial operation only, and sometimes complete cessation for several months.

"On June 4, 1986, or more than a year from the inspection conducted by the personnel of the defendant in March, 1985, the plaintiff received a letter, dated May 10, 1986, demanding P2,015,630.18, representing

alleged unregistered consumption. The defendant did not specify, however, how the said amount was arrived at.

“On this point, the plaintiff wrote several letters to the defendant, asking for clarification, but defendant made replies, threatening to cut off its electric energy. For this reason, the plaintiff requested the defendant to re-inspect the premises, so that the defendant could see for itself the actual operation of the machines, which is limited to dyeing job orders only. Despite the request of the plaintiff for re-inspection, the defendant requested for a conference in their own office. The plaintiff insisted, however, that the defendant send its personnel to the premises to see for themselves how things were going on in the compound. Plaintiff every now and then, begged and clamoured for clarifications and explanations as to how their billings were made. By way of retaliation, the defendant made final and firm demand to the plaintiff to pay P213,964.17, otherwise, their electric installations would be disconnected. The plaintiff appealed to the defendant to explain how and why they should pay. The plaintiff, again, asked for a dialogue, but the defendant refused, and answered that the same was not necessary. Ultimately, the defendant sent a crew of its personnel to disconnect the electrical installations. The plaintiff was thus constrained to pay, under protest, P100,000.00. The plaintiff always explained to the defendant, that they have paid religiously their regular bills, and has not acted dishonestly, fraudulently or illegally. Despite the several requests of the plaintiff for a dialogue, the defendant always refused.

“The plaintiff likewise, has demanded from the defendant, to show them the meter switch, alleged to have been tampered, but the defendant claims that it was lost. The defendant resorted to simulated switch and the test of which, was conducted in their premises, and without the presence of a representative of the plaintiff. The plaintiff, likewise, demanded that the defendant surrender or show them the meter which reflects high and low consumption, but the defendant could not produce the same. The defendant simply, resorted to its own computations based on simulated tests.

“While this case was pending before Branch 86, the Presiding Judge thereat, issued a Temporary Restraining Order, restraining the defendant from disconnecting the electrical installations of the plaintiff. When the case was in the Court of Appeals, the parties, in their “Stipulation of Facts”, agreed to maintain the status quo.

“The plaintiff claims that the defendant checks very often, their installations. On one occasion, the Security Guards reported the high-handed manner by which several men of the defendant entered the premises of the plaintiff and simultaneously opened everything in the meter installations. The incident was reported to and blotted in the Police Station. (Exhibit V).

“The meter installations of the defendant in the plaintiff’s premises is inside a meter box, and padlocked by the defendant. The defendant’s personnel holds the key thereto. The meter box is also securely locked with seal. When the same was inspected by the personnel of the defendant, they even opened the said meter box by the use of a bolt cutter.” [5]

On December 5, 1990, the trial court[6] rendered a decision holding that:

“(t)here is not a piece of convincing, credible and tangible evidence that plaintiff did the alleged tampering of the electric installations.”

On the other hand, it found that petitioner:

“committed wrongful and injurious invasion of plaintiff’s rights by insinuating tampering of meters and demanding bills which are arbitrary, unjust, baseless and unexplained.”

The trial court further held:

“x x x. Plaintiff’s indignant denials and several demands for a clarification of the adjusted bills, reflect the reaction of innocent businessmen, and are conclusive indexes inconsistent with dishonesty and irregularities. It

is against reason and common sense that the plaintiff would commit acts of dishonesty, like repeatedly tampering with its meters, and then without rhyme or reason, beg, plead and invite the defendant, to inspect, re-inspect and observe its operations. The reports of the personnel of the defendant engender in the mind a serious doubt as to whether or not the plaintiff would time and again, tamper with its meters knowing that inspections are being made, every now and then. The defendant's imputations are imagined wrongs. It is so easy to conjure some such situations, which could be inflated several degrees into make-believe suppositions. To correct an obvious and palpable injustices, the defendant must avoid using high-handed tactics in dealing with its customers.”[7]

The trial court concluded that respondent cannot be faulted for its refusal to pay the adjusted bills considering that it religiously paid its regular bills. Thus-

“Impelled by its desire to harass the plaintiff, the defendant's personnel inspected the metering installations. The inspectors in their report stated that, the plastic cover seals were allegedly found deformed and that the potential lead for the lower element was not electrically connected. But all these happened because the MERALCO men slowly detached the plastic cover seals and forcibly pulled down, with the use of long-nosed pliers, the wires serving as potential lead for the lower element. This fact is glaring in the light of the testimony of plaintiff's security officer, Honorio Gabriel. To top it all, the meter switch and the shorted wire alleged to have been tampered and taken by the inspectors were never presented in court. They were conveniently lost, so the defendant resorted to simulated switch, in their office, without a representative of the Board of Energy or the plaintiff. And the result of these tests were (sic) the basis of alleged unregistered electric consumptions and adjusted billings. On another occasion, the defendant's men conducted an inspection, and made it appear in their report, that plaintiff's men (sic), named Romeo Bumatay was present although he was not. He was simply asked to sign the field metering order. These do not constitute conclusive and decisive proof of electric pilferages. These evidence do not appear satisfactory to human experience and knowledge.

“Again, the defendant, professing to be faultless, admit having committed mistakes. In one incident, defendant was in error in reading and computing plaintiff's consumption. (Exhibit R).”[8]

Accordingly, the decretal portion of the decision reads as follows:

“WHEREFORE, judgment is hereby rendered, in favor of the plaintiff and against the defendant, ordering:

“(1) The latter not to disconnect the electrical installations of the plaintiff;

“(2) The latter not to threaten, coerce, or force the plaintiff to pay P2,807,801.06, representing alleged unregistered consumption of electricity;

“(3) The latter to return or reimburse to the plaintiff, the P100,000.00, which was paid by the plaintiff, under protest and duress;

“(4) The latter, to pay the plaintiff the sum of P100,000.00, by way of exemplary damages;

“(5) The latter, to pay the plaintiff, P20,000.00, by way of attorney's fees and expenses of litigation; and

“(6) The latter to pay the costs.

“SO ORDERED.”[9]

On December 14, 1990, petitioner filed with the trial court a notice of appeal to the Court of Appeals.[10]

On August 26, 1996, the Court of Appeals promulgated a decision affirming in toto the trial court's decision.[11]

The Court of Appeals held:

“The procedures resorted to by appellant leave much to be desired in terms of transparency and rudimentary

fairness. While the inspections were allegedly conducted in the presence of representatives of appellee - as in fact the inspection reports carry the signature of a representative who was sufficiently knowledgeable about the subject and manner of the inspections but also the representative concerned actually impugned the high-handed manner by which said inspections were conducted. Hence, their signatures on the inspection reports may confirm the fact of the inspection but not necessarily the accuracy of the findings made therein. Thus, in a blottered report to the Police, a complaint had been lodged against appellant's personnel for the high-handed manner by which they entered the premises of appellee and simultaneously opened everything in the metering installation. It is altogether possible that defects may have been found in the meter in appellee's premises. Connections could be corroded; nuts and bolts could be loosened; parts could have been broken due to the forcible manner the inspection was conducted. Significantly, there is uncontradicted evidence that the subject meter was in a padlocked box the key to which is held by appellant's personnel but that the box had to be opened by appellant's men with a bolt cutter."

Hence, this appeal.[12]

The Issues

The issues to be resolved are: (a) whether MACRO tampered with the electric consumption meters, and (b) whether MERALCO correctly computed MACRO's adjusted bills.

The Court's Ruling

We affirm the ruling of the Court of Appeals. The issues raised are factual. We cannot review such issues.[13]

At the outset, it must be stated that Presidential Decree No. 401 issued on March 1, 1974, was in full force and effect at the time material hereto.

The decree penalized unauthorized installation of water, electrical or telephone connections and such acts as the use of tampered electrical meters. The decree was issued in answer to the "urgent need for putting an end" to illegal activities that "prejudice the economic well-being of both the companies concerned (such as the Manila Electric Company) and the consuming public."

On December 8, 1994, Congress enacted Republic Act No. 7832, known as the "Anti-electricity and Electric Transmission Lines/Materials Pilferage Act of 1994." The law penalizes tampering, installing or using a tampered electrical meter and shorting or shunting wire or any other device that interferes "with the proper or accurate registry or metering of electric current or otherwise results in its diversion in a manner whereby electricity is stolen or wasted." [14] The law enumerates circumstances constituting prima facie evidence of illegal use of electricity that shall be the bases for the immediate disconnection of electric utility after due notice to the erring user, the holding of a preliminary investigation and the subsequent filing of information.[15]

The enactment of the law reiterated in concrete terms the government policy on energy conservation previously expressed in P. D. No. 401.

Pursuant to the contract between MERALCO and MACRO, petitioner installed at respondent's premises metering devices and necessary appurtenances thereto to record the latter's electric energy consumption. The metering devices were duly identified by their meter and serial numbers: DB 351-86-02-315 and DB 351-85-04-362 while the installation of electric service was under billing account No. 9400-1822-19. Prior to installation, the BOE pre-tested, pre-calibrated and sealed the metering devices. Upon their installation at respondent's premises, the devices were properly sealed and ascertained to be in perfect operating condition.[16]

Tampering of Electric Consumption Meters

When respondent's weaving department was gutted by fire on February 27, 1982, it caused a slump in the

business resulting in irregular electric reading. It started operations in 1983 but was confined to dyeing textiles.[17] Private respondent's electric consumption varied, i.e., 30,000 to 66,000 kilowatt-hours (kwh) in 1984, 9,000 to 33,000 kwh in 1985 and 9,000 to 12,000 kwh in 1986.[18]

MERALCO made several inspections. Each inspection resulted in a different billing.

First Inspection. At the routine inspections of respondent's electric meters on January 17, 1983, March 23, 1983, June 18, 1983 and June 22, 1984, petitioner's inspectors discovered that respondent's electric metering devices were tampered with.[19]

On March 22, 1985, petitioner's roving squad No. 16 headed by Engineer Francis Barroso once again inspected respondent's metering facilities in the presence of the latter's plant engineer, Benjamin Abulad, and one of its security guards.[20] When they inspected the active reactive metering cabinet (ARMC) housing the meters and the test block switch (TSW) therein, the inspection team found that the TSW seal was deformed. They also discovered that after conducting all element tests with loads on, the meter disc rotated at three (3) minutes and three (3) seconds, or one hundred eighty-three (183) seconds per disc revolution, which was abnormally low for respondent's load of 75 amperes.[21]

On April 2, 1985, upon receipt of the service inspection report regarding that particular inspection by Barroso's inspection squad,[22] petitioner's meter technician Renato Bautista conducted a simulation test. Using the same type of meter used by respondent, a Westinghouse 2-element meter, because its meter was not taken away by the inspectors, Bautista found that the current leads of both elements of the meter were shunted or shorted. The shorting of the current leads resulted in the finding that only "13.66% of the actual kilowatt hour and kilowatt demand" used by respondent were registered in its electric meter because one revolution of the meter disc with shorted leads took 183 instead of 25 seconds to complete. Bautista thus prepared a polyphase meter test report.[23] Bautista submitted that report to his supervisor and then prepared the polyphase meter test memo[24] containing the data in his report.[25]

The documents prepared by the petitioner's inspection division were turned over to the general power billing section. General power customers are big power establishments. Engr. Benjamin Balitaan prepared the detailed computation of losses[26] that petitioner incurred from February 15, 1985 to March 27, 1985 as a result of the tampering of respondent's electric meter. The computation of losses started with February 15, 1985, the date when, based on its previous billing record, respondent's electric consumption decreased, and ended with March 27, 1985 when Barroso's team discovered the tampered meters. Based on records at hand, Balita arrived at the amount of P213,964.77 including the cost of labor for the 94,810 kilowatt hours consumed by respondent for said period.[27]

Second Inspection. On January 22, 1986, MERALCO'S inspection squad No. 13 headed by Engr. Mamerto Linsao, conducted another routine inspection of inspected MACRO's metering system.

The inspection report revealed that the meter tampering was committed once again. The meter seals were missing and the polarity and non-polarity jaw of upper & lower elements were forcibly opened and hence, the meter disc stopped for all tests with loads on.

Engr. Bautista conducted a laboratory test that confirmed the findings of the squad. He conducted a simulation test using the same type of 7 pole test block switch installed in respondent's premises.

MERALCO sent MACRO a differential billing of P2,015,630.18 for the period of March 27, 1985 to January 22, 1986 inclusive of labor costs and seals worth P173.58.

Thus, MACRO's President and General Manager, Dino Go, requested that MERALCO clarify the billing. MERALCO invited Dino Go to drop by the central office; Go replied that it would be better for MERALCO to visit MACRO's premises. Because MERALCO did not consider such visit necessary, the second differential billing was therefore left unsettled.

Third Inspection. On October 15, 1987, petitioner's inspection squad No. 17 headed by Engr. Gamaliel Garcia inspected the premises and found that the plastic lead cover seals were deformed and the meter disc used to determine electric consumption, was stopped. The squad noted that the potential lead for lower element was loose.

Petitioner's meter technician, Osmundo Reyes, conducted a laboratory test and confirmed the findings of the squad.

The computation of the differential billing, however, devolved upon Berdio Jambalos, petitioner's supervising engineer of the Special Billing Analysis Staff.[28] A billing analysis is made to determine unregistered electrical consumption in case a customer's meter fails to register the full amount of consumption.

According to Jambalos, as soon as their staff received documents from either the Special Division or the Meter Division, they conducted a study of the previous billing record of the customer to determine whether or not there was unregistered consumption and the approximate period wherein petitioner's meter was affected. The provision in the last sentence of the contract's terms and conditions under "payments" was the basis for the differential billing arrived at. It states that "in the event of stoppage of or the failure of any meter to register the full amount of current consumed, the customer will be billed for such period on an estimated consumption based upon his use of current in a similar period of like use." [29]

For that, MERALCO billed MACRO P578,206.71 for unregistered electric energy actually consumed by respondent amounting to 302,925 kilowatt-hours from October 17, 1986 to October 15, 1987.

In relation to the above allegations, MERALCO should have presented substantial evidence. As it is, petitioner failed to present one (1) glaringly important evidence that could prove all its allegations and computations correct. Petitioner never presented the tampered meter switch in court. Instead, MERALCO claimed to have lost the device and resorted to the presentation of a simulated switch.

The wires [30] presented in court deserved scant consideration considering that Gamaliel Garcia, the person who removed the wire, sealed it in the office. He did not let MACRO see the wire or witness the sealing of the envelope containing the wire. [31] This created doubt as to whether the wire was indeed the same wire taken from MACRO premises.

Thus, MERALCO failed to substantiate its allegations of tampering and pilferage against MACRO.

The Court can no longer go over the proofs presented by the parties and analyze, assess and weigh these to ascertain if the trial court and the appellate court were correct in according superior credit to this or that piece of evidence of one party or the other. [32]

Differential Billing

MACRO's average regular monthly consumption is at P120,000.00 from October 15, 1987 up to 1989. [33] Yet, from February 1985 up to January 1986 (or about eleven months), MERALCO billed MACRO more than 2 million pesos.

The result of the simulation test became the basis of unregistered electric consumptions and adjusted bills. The test was conducted in MERALCO'S office without a representative from the Board of Energy or MACRO.

To compute the differential billings, the staff generally used three methods: (a) average method, (b) percentage method as found by the meter laboratory, and (c) registration of the totalizer meter. The “average method” would be used when the defect discovered was intermittent or on and off; the percentage method would be used when the meter laboratory had been able to arrive at the percentage registration of the meter when the defect was more or less permanent in nature, and the registration in the totalizer method[34] would be employed when the registration of the meter was not affected and was able to register the full amount of consumption.

We find the method of billing to be lacking in substantial basis. The records do not indicate the manner by which the amount was arrived at.

Berdio Jambalos, MERALCO’S supervising engineer, determined that the affected period was from October 17, 1986 to October 15, 1987. He used October 17, 1986 as the starting period because it was then that private respondent’s main kilowatt hour meter started to lag behind the registration of the totalizer meter at a very high rate. The finding indicated that the main kilowatt meter was not able to register electrical consumption. Surprisingly, Jambalos based his computation on the registration of another meter.[35]

In the demand letter,[36] MERALCO failed to mention which meter was defective. MERALCO installed three meters in general power customers like respondent: the main kilowatt hour meter, the reactive meter and the recording demand meter.[37]

The main kilowatt hour meter is designed to register the kilowatt hour. The reactive meter was used to determine the power factor. The power factor is used to determine the efficiency of an electric system. The recording demand meter is designed to register the demand in kilowatt, the consumption pattern to a recording demand chart. There is a totalizer register, which also records the kilowatt hour consumption.

In making the computation, Meralco used the registration of the totalizer from the recording demand meter. The totalizer was used because the defect only affected the main kilowatt hour meter.[38] As it turned out, the main kilowatt meter was the one defective.[39]

Jambalos testified that of the three methods used in computing unregistered electric consumption, the first two methods were based on estimated consumptions while the third method, the totalizer, was an exact method.

On cross-examination, Jambalos admitted that he based his computation on the totalizer, but he had not seen and cannot produce the totalizer in court.[40] On re-direct examination, Jambalos said that he got the registration of the totalizer from the billing record.

MERALCO insisted on the enforcement of its service contract that MACRO shall be liable for unregistered electric consumption. Unfortunately, where there was no basis for the allegation of tampering, there was likewise no basis in billing for unregistered electric consumption.

In *Ridjo Tape & Chemical Corporation v. Court of Appeals*[41] we said:

“Evidently, the Service Contract between petitioners and MERALCO partakes of the nature of a contract of adhesion as it was prepared solely by the latter, the only participation of the former being that they affixed or ‘adhered’ their signature thereto, thus, leaving no room for negotiation and depriving petitioners of the opportunity to bargain on equal footing. Nevertheless, these types of contracts have been declared to be binding as ordinary contracts because the party adhering thereto is free to reject it in its entirety.”

Nevertheless, we also ruled that:

“It is to be expected that the parties were consciously aware that these devices or equipment are susceptible to defects and mechanical failure. Hence, we are not prepared to believe that petitioners were ignorant of the fact

that stoppages in electric meters can also result from inherent defects or flaws and not only from tampering or intentional mishandling.

“Clearly, therefore, the rationale of the provision in the Service Agreement was primarily to cover situations similar to the instant case, for there are instances when electric meters do fail to record the quantity of the current used for whatever reason. It is precisely this kind of predicament that MERALCO seeks to protect itself from so as to avert business losses or reverses. It must be borne in mind that construction of the terms of a contract which would amount to impairment or loss of right is not favored; conservation and preservation, not waiver, abandonment or forfeiture of a right, is the rule.[42]

If indeed an unusual electric consumption was reflected in the statements of account, considering its technical knowledge and vast experience in providing electric service, MERALCO could have easily verified any possible error. In case of such a mistake, the electric meters themselves should be inspected for possible defects or breakdowns and forthwith repaired and, if necessary, replaced.

If MERALCO discovered that respondent tampered with the meters to alter the result of the reading, it may file the appropriate criminal complaint against respondent under Presidential Decree No. 401.[43]

The rationale behind this ruling is that public utilities should be put on notice, as a deterrent, that if they disregard their duty of keeping their electric meters in serviceable condition, they run the risk of forfeiting, by reason of their negligence, amounts originally due from their customers.

We cannot sanction a situation wherein the defects in the electric meter are allowed to continue indefinitely until suddenly the public utilities demand payment for the unrecorded electricity utilized when they could have remedied the situation immediately. MERALCO’s failure to do so may encourage neglect of public utilities to the detriment of the consuming public.

MERALCO, like any public utility company, is vested with vital public interest. MERALCO is impressed with certain obligations towards its consumers. Any omission on its part to perform such duties would be prejudicial to the public interest.

Likewise, MERALCO is duty bound to explain to its customers the basis for arriving at a given billing especially so in cases of unregistered consumptions. Otherwise, consumers will stand piteously at the public utility’s mercy.

In the final analysis, MERALCO should bear the loss. Public service companies which do not exercise prudence in the discharge of their duties shall be made to bear the consequences of such oversight.[44]

The Fallo

WHEREFORE, the Court denies the petition. The Court AFFIRMS the decision of the Court of Appeals,[45] with modification that the award of exemplary damages is deleted.

No costs.

SO ORDERED.

Davide, Jr., C.J., (Chairman), Puno, Kapunan, and Ynares-Santiago, JJ., concur.

[1] Petition filed on October 7, 1996, Rollo, pp. 19-59.

[2] Presided by Judge Antonio P. Solano.

[3] Records, p. 23.

- [4] Hon. Antonio P. Solano.
- [5] Rollo, pp. 151-181.
- [6] Presided over by Judge Jose C. de Guzman.
- [7] Record, pp. 926-927.
- [8] Record, pp. 923-925.
- [9] Record, pp. 902-928.
- [10] Docketed as CA-G. R. CV No. 32387.
- [11] Rollo, pp. 62-71. Asuncion, J. ponente.. Montoya and Jacinto, JJ., concurring.
- [12] Filed on October 7, 1996. On November 26, 1997, we gave due course to the petition (Rollo, p. 336).
- [13] Borlado v. Court of Appeals, G. R. No. 114118, August 28, 2001.
- [14] Sec. 2 (c) & 7(a).
- [15] Sec. 4.
- [16] Rollo, pp. 20-22.
- [17] Rollo, p. 168.
- [18] Ibid.
- [19] Ibid., p. 22.
- [20] TSN, February 21, 1990, pp. 4-5.
- [21] Ibid., p. 8.
- [22] Exh. 7, Records, Vol. III, p. 809.
- [23] Exh. 15; Records, Vol. III, p. 820.
- [24] Exh. 16; Ibid., p. 822.
- [25] TSN, June 20, 1990, pp. 4-9.
- [26] Exh. 24; Records, Vol. III, 839.
- [27] TSN, September 28, 1990, pp. 4-6; Rollo, p. 24.
- [28] TSN, August 20, 1990, p. 3.
- [29] Exh. 1-B.
- [30] Exhibit 12 and 12-A.
- [31] TSN, Gamaliel Garcia, April 18, 1990, p. 10.
- [32] Alicbusan v. Court of Appeals, 336 Phil. 321, 336 [1997].
- [33] TSN, November 23, 1989, p. 3-4.
- [34] A totalizer is a pari-mutuel machine (WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY 2415

[1993 ed.]) which is a device for calculating odds. It is also a machine for registering and indicating the number and nature of bets made on horse races used in the pari-mutuel system of betting (31 WORDS AND PHRASES 133).

[35] TSN, Berdio Jambalos, August 20, 1990, p. 11.

[36] Exhibit 22.

[37] TSN, August 20, 1990, p. 5.

[38] TSN, August 20, 1990, p. 8.

[39] TSN, August 20, 1990, p. 12.

[40] TSN, August 20, 1990, p. 13.

[41] 350 Phil. 184, 192 [1998].

[42] Ibid., at p. 193.

[43] Under P.D. No. 401, anyone who “tampers and/or uses tampered . . . electrical meters or jumpers or other devices whereby . . . electricity is stolen, . . . shall, upon conviction, be punished by prision correccional in its minimum period or a fine ranging from two thousand to six thousand pesos, or both.”

[44] Ridjo Tape v. Court of Appeals, supra, Note 41.

[45] In CA-G. R. CV No. 32387.

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