



Republic of the Philippines  
Supreme Court  
Manila

FIRST DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated 28 September 2022 which reads as follows:*

**“G.R. No. 226376 (*William N. Mirano vs. Central Negros Electric Cooperative, Inc. and Christopher Rios*).** - Before the Court is a Petition for Review<sup>1</sup> on *Certiorari* under Rule 45 of the Rules of Court, assailing the Decision<sup>2</sup> dated 10 February 2015 and the Resolution<sup>3</sup> dated 27 April 2016 of the Court of Appeals (CA) in CA-G.R. CV No. 04076, which reversed and set aside the Decision<sup>4</sup> dated 21 February 2011 of Branch 46, Regional Trial Court (RTC), Bacolod City, finding respondents Central Negros Electric Cooperative, Inc. (CENECO) and its manager, Christopher Rios, jointly and solidarily liable for damages in favor of petitioner William N. Mirano (Mirano).<sup>5</sup>

CENECO is an electric cooperative engaged in the business of power distribution in the cities of Bacolod, Bago, Silay, Talisay, and the municipalities of Murcia and Don Salvador Benedicto, Negros Occidental.<sup>6</sup> Mirano is a member-consumer of CENECO, who holds five CENECO accounts for his various properties in Bacolod City. The present controversy involves the electricity consumption in Door No. 2 of Mirano’s townhouse, which houses his law office and his children’s computer shop.<sup>7</sup>

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<sup>1</sup> *Rollo*, pp. 9-40.

<sup>2</sup> *Id.* at 189-203. Penned by Associate Justice Jhosep Y. Lopez (now a member of this Court) and concurred in by Executive Justice Gabriel T. Ingles and Associate Justice Marilyn B. Lagura-Yap.

<sup>3</sup> *Id.* at 220-221. Penned by Associate Justice Marilyn B. Lagura-Yap and concurred in by Executive Justice Gabriel T. Ingles and Associate Justice Geraldine C. Fiel-Macaraig.

<sup>4</sup> *Id.* at 113-127. Penned by Presiding Judge George S. Patriarca, Branch 46, RTC, Bacolod City.

<sup>5</sup> *Id.* at 127.

<sup>6</sup> *Id.* at 190.

<sup>7</sup> *Id.*

In September 2000, CENECO billed Mirano in the amount of ₱18,556.47 for his electrical consumption of 4,432 kilowatts in Door No. 2.<sup>8</sup> Mirano filed a complaint for this billing and requested for an inspection of the electric meter.<sup>9</sup> Upon inspection, CENECO conducted a second reading that reflected a consumption of 256 kilowatts in the amount of ₱1,150.56.<sup>10</sup> Mirano immediately paid this amount.<sup>11</sup>

Subsequently, CENECO sent a letter to Mirano informing him that his electric consumption for the month of September 2000 was undercharged. CENECO then demanded the payment of a prorated monthly consumption in the amount of ₱18,556.47, and informed Mirano that their service would be disconnected if the prorated amount was not settled by 05 October 2000.<sup>12</sup>

Mirano contested the revised billing and refused to pay such amount. He then filed an Amended Complaint<sup>13</sup> for Injunction with Preliminary Injunction with Damages before the RTC, Bacolod City,<sup>14</sup> alleging that CENECO willfully caused him injury by threat of disconnection of services.<sup>15</sup> Moreover, CENECO's claim of undercharges was baseless and unfounded,<sup>16</sup> and the demand for the prorated electrical consumption was arbitrary, whimsical, and capricious.<sup>17</sup>

In its Decision<sup>18</sup> dated 21 February 2011, the RTC ruled that electricity is a basic necessity subject to strict regulation and CENECO failed to exercise the degree of care and diligence required of a public utility provider.<sup>19</sup> Thus, the RTC found that Mirano was unjustifiably overbilled<sup>20</sup> and CENECO was guilty of bad faith; hence, liable for damages.<sup>21</sup> The dispositive portion of the RTC Decision reads:

WHEREFORE, in light of all the foregoing, Judgment is hereby rendered in favor of the plaintiff and against the defendants CENECO and Christopher Rios, who are hereby ordered to jointly and severally pay the plaintiff, Atty. William N. Mirano, the following:

1. P18,556.47 plus legal interest from the date of finality of this Decision until the said amount is completely paid;
2. P300,000.00 as moral damages;
3. P200,000.00 as exemplary damages;

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<sup>8</sup> Id. at 191.

<sup>9</sup> Id. at 191-192.

<sup>10</sup> Id. at 192.

<sup>11</sup> Id.

<sup>12</sup> Id. at 115, 192-194.

<sup>13</sup> Id. at 41-54.

<sup>14</sup> Id. at 194. Raffled to Branch 46, RTC, Bacolod City.

<sup>15</sup> Id. at 48-50.

<sup>16</sup> Id. at 47.

<sup>17</sup> Id. at 48.

<sup>18</sup> Id. at 113-127.

<sup>19</sup> Id. at 122-123.

<sup>20</sup> Id. at 122.

<sup>21</sup> Id. at 124.

4. P50,000.00 as attorney's fees; and
5. To pay the cost of suit.

SO ORDERED.<sup>22</sup>

On appeal before the CA, CENECO argued that their demand for payment of a prorated monthly consumption was justified because it committed an honest mistake in reading Mirano's actual electrical consumption in the months of June to September 2000.<sup>23</sup> It inspected Mirano's meter and found it accurate.<sup>24</sup> Thus, the second bill demanding the payment of the amount of ₱18,556.47 was justified. Moreover, the disconnection notice incorporated in the bill was not a threat, but was made in line with the terms and conditions of the contract for electrical services between the parties, giving CENECO the power to disconnect its services if an electricity bill was unpaid.<sup>25</sup> Despite Mirano's non-payment of the prorated amount, CENECO did not cease providing its services to him.<sup>26</sup> As such, there was no bad faith on CENECO's part and the RTC erred in holding it liable for damages.<sup>27</sup>

In its Decision<sup>28</sup> dated 10 February 2015, the CA emphasized that the action instituted by Mirano was for Injunction with Preliminary Injunction with Damages. However, he failed to establish: (1) the existence of a clear legal right to be protected, and (2) the acts that would constitute the alleged violation of the said right.<sup>29</sup> Thus, the CA ruled that Mirano was not entitled to the remedy of injunction for his failure to comply with its requisites.<sup>30</sup> Consequently, the CA reversed the ruling of the RTC.<sup>31</sup> The *fallo* of the assailed CA decision reads:

**WHEREFORE**, in view of the foregoing, the appeal is GRANTED. The assailed *Decision* of the Regional Trial Court, Branch 46 of Bacolod City promulgated on February 21, 2011 in Civil Case No. 00-11267 for *Injunction with Preliminary Injunction with Damages* is hereby REVERSED and SET ASIDE. The Complaint filed by plaintiff-appellee William N. Mirano is DISMISSED for lack of merit.

SO ORDERED.<sup>32</sup>

Hence, this petition.

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<sup>22</sup> Id. at 127.

<sup>23</sup> Id. at 179.

<sup>24</sup> Id. at 180.

<sup>25</sup> Id.

<sup>26</sup> Id. at 181.

<sup>27</sup> Id. at 181-184.

<sup>28</sup> Id. at 189-203.

<sup>29</sup> Id. at 199.

<sup>30</sup> Id. at 201.

<sup>31</sup> Id. at 203.

<sup>32</sup> Id.

The issue before the Court is whether the CA erred in reversing and setting aside the RTC Decision finding CENECO guilty of bad faith and liable for damages.

Mirano argues that CENECO is a public utility whose business is imbued with public interest. As a member of the general public, he has a legal right to demand and receive CENECO's services as long as these are continued with reasonable efficiency and under proper charges.<sup>33</sup> Further, it was not only the excessive and exorbitant billing that prompted him to file a case of injunction with damages, but CENECO's threat to disconnect its services should he fail to pay the outstanding balance.<sup>34</sup> With these, his entitlement to injunctive relief was established.

This Court finds the petition unmeritorious.

We quote the CA ruling<sup>35</sup> with favor:

x x x It must be emphasized that plaintiff-appellee's right is essentially to be provided of the continuous services of the cooperative, which the latter had never deprived him of. In fact, during the entire duration of this case, **defendant-appellant CENECO did not cut off their services on any of plaintiff-appellee's accounts. For this reason, plaintiff-appellee failed to prove the existence of a right which must be protected by this Court.** (Emphasis supplied)

From this, the CA concluded that: *first*, Mirano failed to prove that he has a clear and unmistakable right to prevent CENECO from disconnecting its services; and *second*, nowhere in the records was it shown that CENECO committed any act that would constitute a violation of his rights.<sup>36</sup>

The foregoing pronouncement is consistent with jurisprudence that establishes the requisites for injunctive relief. In *Republic v. Power Ads Intelli-concepts Advertising and Production Corporation*,<sup>37</sup> citing *Bicol Medical Center, et al. v. Botor, et al.*,<sup>38</sup> this Court held:

Jurisprudence provides the following requisites in order that a writ of preliminary injunction may issue:

- (1) the applicant must have a clear and unmistakable right, that is a right *in esse*;
- (2) there is a material and substantial invasion of such right;

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<sup>33</sup> Id. at 27-29.

<sup>34</sup> Id. at 29.

<sup>35</sup> Id. at 199-200.

<sup>36</sup> Id.

<sup>37</sup> G.R. No. 243931, 14 July 2021. See also *Hon. Ramon J.P. Paje, et al. v. Heirs of Romula Gannaban*, G.R. No. 217132, 29 September 2021.

<sup>38</sup> 819 Phil. 447 (2017).

(3) there is an urgent need for the writ to prevent irreparable injury to the applicant; and

(4) no other ordinary, speedy, and adequate remedy exists to prevent the infliction of irreparable injury.

In the same case, this Court further ruled:

Equally important, it must be emphasized that where there is doubt or dispute as to the plaintiff's right, a preliminary injunction should not issue. **The possibility of irreparable damage on the part of the plaintiff absent any proof of an actual existing right would not warrant the issuance of a writ of preliminary injunction.** x x x <sup>39</sup> (Emphasis supplied)


Mirano essentially anchors his claim for injunctive relief on CENECO's threat of service disconnection.<sup>40</sup> However, as correctly observed by the CA, no matter how outrageous or shocking it may be to Mirano, CENECO's letter regarding their oversight and undercharging, with notice of disconnection, could not be considered as injury to Mirano as no overt act was committed by CENECO to violate any of his rights.<sup>41</sup>

Consequently, the deletion of damages is likewise well taken for being consistent with jurisprudence.<sup>42</sup>

In view of the foregoing, this Court finds that petitioner William N. Mirano failed to show any cogent reason to reverse the assailed CA Decision and Resolution. There being no reversible error on the part of the CA, the instant Petition is **DENIED**.

**SO ORDERED."**

**By authority of the Court:**

  
**LIBRADA C. BUENA**  
Division Clerk of Court  
4-210

by:

**MARIA TERESA B. SIBULO**  
Deputy Division Clerk of Court

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**FEB 10 2023**

<sup>39</sup> *Republic v. Power Ads Intelli-concepts Advertising and Production Corporation*, supra; citing *Sps. Nisce v. Equitable PCI Bank, Inc.*, 545 Phil. 138, 160-161 (2007).

<sup>40</sup> *Rollo*, p. 29.

<sup>41</sup> *Id.* at 200.

<sup>42</sup> *Sulpicio Lines, Inc. v. Major Victorio Karaan, et al.*, G.R. No. 208590, 03 October 2018, 881 SCRA 588.

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The Hon. Presiding Judge  
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(Civil Case No. 00-11267)

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