Energy & Petroleum Regulatory Authority

REPUBLIC OF KENYA

IN THE ENERGY AND PETROLEUM REGULATORY AUTHORITY

DISPUTE NO: EPRA/PEACP/CP/4/62643623/2025

STEPHEN MWAURA MBOGO.. PLAINTIFF

VERSUS

KENYA POWER AND LIGHTING COMPANY PLC.........................RESPONDENT

DETERMINATION

A. BACKGROUND

1. The dispute between Stephen Mwaura Mbogo (Plaintiff) and the Kenya Power and Lighting Company (Respondent) was first reported to the Energy and Petroleum Regulatory Authority, (hereinafter referred to as "the Authority") vide a letter dated 14th July 2025.
2. The dispute is on unlawful and irregular billing touching on several accounts registered under the Plaintiff's name.

B. PLAINTIFF'S CASE

3. The Plaintiff states that this dispute relates to unlawful billing practices and improper meter disconnections in relation to three distinct, yet closely related matters associated with accounts that are registered under the Plaintiff's name with the Respondent.

4. The Plaintiff further states that in 2011, he lawfully applied for and obtained electricity connections from the Respondent for 20 single-room rental units located in Kamae, Kahawa West.

5. It is the Plaintiff's position that owing to the economic infeasibility of maintaining multiple independent accounts, he pursued lawful termination of 19 meters via the Respondent's Ngala office.

6. He alleges that the said process was carried out in conformity with the procedural guidelines issued by the Respondent, which involved settlement of all outstanding bills attached to the affected meters, offsetting the said bills using meter deposits duly paid at the time of application, site verification of meter readings by the Respondent's designated officer, one Mr. Juma Mohamed and physical disconnection and retrieval of the terminated meters.

7. The Plaintiff states that the remaining operational meter is Meter No. [redacted] which serves Account No. [redacted]. According to the Plaintiff, this meter serves all his tenants who include their power consumption bill in their rent payment.

8. The Plaintiff avers that, in March 2025, our client was contacted regarding the previously terminated meters and later discovered that alleged arrears pertaining to accounts which had been dormant for about a decade had been arbitrarily transferred to his father's separate account (A/C No. [redacted], located in Gatanga Subcounty, Murang'a County), resulting in unwarranted disconnection of power supply.

9. The Plaintiff avers that the transfer of liability in this manner is procedurally baseless, legally indefensible, and constitutes a grave violation of his consumer rights.

10. The Plaintiff states that in 2023, he applied for electricity supply to a commercial establishment situated on Mirema Drive, Roysambu where he remained in good standing with the Respondent and paying bills diligently until a fire incident occurred on or about the month of December/ January which damaged his meter.. It is the Plaintiff's case that upon reporting to the Respondent, they replaced the entire unit within five (5) days.

11. The Plaintiff avers that in May 2025, he was served with a demand for payment of a levy by the Respondent amounting to **Kshs 962,299**, citing vague and undefined methodology referred to as a "random consumption assessment."

12. According to the Plaintiff, the above disputed figure, has no factual correlation with the meters' documented usage and no technical audit or forensic report was presented to him to substantiate the claim.

13. The Plaintiff submits that the disconnection of power to the premises has caused him ongoing commercial and financial losses. He claims that his right to reasonable and reliable utility service has been fundamentally compromised.

14. The Plaintiff's prayers are as follows:

    i. *Immediate reconnection of electricity to all above-mentioned premises pending hearing and determination of the dispute by the Authority.*

    ii. *Immediate reversal of all transferred arrears pertaining to the terminated Kahawa West meters from A/C No.* [redacted] *located in Gatanga Subcounty, Murang'a County, and full reconnection of electricity to that account without prejudice.*

    iii. *Immediately reconnect electricity to the Mirema Drive premises (A/C* [redacted]*), as he is incurring financial losses from the unlawful disconnection.*

    iv. *Formal cancellation of the Kshs 962,299 charge levied on A/C No.* [redacted] *and immediate reconnection of electricity to the premises.*

    v. *Compensation for loss of income incurred due to the illegal disconnection of electricity from the business premises, between 16th May 2025 to the date of reconnection, whereby he was earning approximately Kshs. 50,000 per day.*

C. RESPONDENT'S CASE

15. As at the time of hearing this dispute on the 8th August, 2025 the Respondent had not filed any responses and/or supporting documents to the Plaintiff's claim herein.

16. The Respondent majorly relied on the oral evidence during the hearing of this dispute and chose to file written submissions together with a list of documents after the hearing.

17. The Respondent states in it's written submissions dated 18th August, 2025 that one of its officers, one Mr. Joram Nzeki found the Plaintiff's meter to have been tampered with.

18. The Respondent further adds that its officers prepared an *'Installation Inspection Report Form'* No. 62065 which was shared with the Plaintiff.

19. The Respondent further enumerates the Plaintiff's debts in other accounts under Nairobi North County as shown in the table below:

CUSTOMER NAME	ACCOUNT NUMBER	AMOUNT
MWAURA STEPHEN MBOGO	[redacted]	1, 083, 236. 00
MWAURA STEPHEN MBOGO	[redacted]	66, 337. 00
MWAURA STEPHEN MBOGO	[redacted]	8, 570. 00
MWAURA STEPHEN MBOGO	[redacted]	24, 059. 00
MWAURA STEPHEN MBOGO	[redacted]	16, 640. 00
MWAURA STEPHEN MBOGO	[redacted]	517. 00
MWAURA STEPHEN MBOGO	[redacted]	37, 099. 00
MWAURA STEPHEN MBOGO	[redacted]	1, 249. 00
MWAURA STEPHEN MBOGO	[redacted]	2,070. 00
TOTAL DEBT		**1, 239, 777.00**

20. The Respondent submits that the electricity bill herein in dispute was debited after an analysis of his average consumption following the replacement of the old meter with the smart meter.

21. The Respondent further relies on the provisions of Section 61 of the Energy Act, Cap 314, Laws of Kenya which relates to 'functions of the board'. However, the Authority believes that the Respondent intended to rely on the provisions of Section 160 (1) (a) of the Energy Act which provides as follows;

"....A licensee shall not, except for reasons beyond his control, reduce, discontinue or refuse the supply of electrical energy to any consumer, unless—

(a) the consumer has failed to pay to the licensee any costs of installation or

instalments thereof payable under section 57(2), or charges for consumption of electrical energy, whether such charges are due to the licensee for the supply of electrical energy to premises in respect of which such supply is demanded or in respect of other premises:"

22. It is the Respondent's position that it reserves the right to call for accrued electricity bills failure to which the accrued bill may result to a disconnection.
23. The Respondent further avers that the claim by the Plaintiff that the outstanding bill is erroneous is untrue and a ploy to evade paying their outstanding bills as and when they fall due to the Respondent.
24. The Respondent submits that the Plaintiff's complaint lacks merit and further urges the Authority to dismiss the same and order the Plaintiff to settle the outstanding bill owed to the Respondent.

D. DISPUTE RESOLUTION PROCESS

25. Upon receiving the Plaintiff's Complaint vide a letter dated 14th July 2025, the Authority proceeded to request for submissions from both parties vide a letter dated 18th July 2025.
26. The Authority invited both parties for a hearing on 8th August 2025 vide a letter dated 31st July 2025 at 9:00 am.
27. The Authority received submissions from the Respondent after the hearing on 18th August 2025.

E. ISSUES FOR DETERMINATION

28. Based on the fact and evidence shared by the Parties, the Authority finds that the following issues arise for determination;
    a) **Whether the Plaintiff tampered with the meter serving A/C No.[redacted]**
    b) **Whether the charge levied on the Plaintiff's A/C No. [redacted] amounting to Kshs. 962, 299 ought to be cancelled.**
    c) **Whether the Plaintiff ought to be compensated for loss of income incurred due to the illegal disconnection of power.**

F. ANALYSIS OF THE DISPUTE

a) Whether the Plaintiff tampered with the meter serving A/C No. [redacted].

29. The record of proceedings before the Authority show that the complaint herein was lodged on 14th July 2025 with directions being issued on 18th July 2025 requiring the Plaintiff to file written submissions within three days and the Respondent within fourteen days. A virtual hearing was convened by the Authority on the 8th August 2025.

30. It is worth noting that, by the time of hearing of this dispute, the Respondent had not filed any responses to the complaint together with written submissions despite the strict timelines issued by the Authority. The failure by the Respondent to file its response and supporting documents weakens the probative value of the Respondent's allegations, which remain unparticularised and unsupported on the record.

31. The Authority received the Respondent's submissions and supporting documents dated 18th August, 2025 way after the hearing of the dispute. The late filing of the said documents indeed disadvantages the Plaintiff as he was not given a chance to examine and/or cross-examine the Respondent on the said documents.

32. As regards supply of the account located in Kahawa West, the Plaintiff avers that in 2011 he obtained connections for twenty (20) single-room units. Thereafter, nineteen accounts were terminated through the Respondent's Ngala Office where he completed the prescribed closure steps including settlement of outstanding bills, application for refund of deposits, site verification, and physical disconnection of power and meter retrieval by the Respondent's officers. The further states that one(1) meter number [redacted] account number [redacted] was left active for the tenants.

33. In the absence of contrary documentation and submissions from the Respondent, the Authority has only the Plaintiff's uncontroverted description of a procedurally correct termination exercise.

34. Technically, if terminations were completed and meters retrieved, no further consumption could be lawfully recorded on those accounts post-closure; any later legacy arrears would therefore require specific, meter-level proof to be sustainable. No such evidence was presented and/or shared by the Respondent.

35. The Plaintiff claims that in March 2025, he discovered alleged arrears from the terminated meters which were transferred to a different supply account Ac No: [redacted] used by his father in Gatanga, Murang'a County which resulted in unlawful disconnection by the Respondent.

36. The Respondent's oral position during the hearing of this dispute on the 8th August, 2025 was that the Plaintiff's "father's" account was in the Plaintiff's name, hence disconnection for arrears was proper. During the hearing the Plaintiff clarified that he had applied for the said supply but the same was being used by his father.

37. Regarding the Mirema drive (Roysambu) commercial supply, it is the Plaintiff's case that he obtained A/C number [redacted] in 2023, kept it in good standing, but unfortunately experienced a fire incident that damaged the meter.

38. The Respondent's tampering allegation of September 2024 is similarly bare and unsupported by any evidence. The Respondent alluded to an *'Installation Inspection Report Form'* No. 62065 and generally referenced indebtedness of **Kshs. 1,239,777** in all accounts under the Plaintiff's name.

39. However, the Respondent neither filed the inspection report nor supporting documentation such as **photos**, **seal-integrity logs**, **meter-test results**, or a **chain-of-custody narrative.** Further, the Respondent failed to produce reconciled account statements or a debt build-up schedule to substantiate the global figure.

40. In technical adjudication of alleged tamper cases, evidentiary sufficiency hinges on contemporaneous documentation and forensic corroboration; without those, the allegation carries negligible weight and any downstream assessments or disconnections premised on it are undermined. Similarly, an unsupported aggregate debt figure cannot stand in for account-level reconciliations.

41. In summary, the Plaintiff's narrative is internally coherent and supported by specific timelines i.e the 2011 terminations, December/January meter damage; May 2025 assessment and March 2025 debt-transfer discovery.

42. The Respondent's positions of tampering, cross-account indebtedness, and the lawfulness of disconnection remain assertions without proof. Given the Respondent's non-compliance with the Authority's filing directions, and in the absence of inspection

records, meter-test reports, documented estimation methodology, or account-level reconciliations, the technical record presently favours the Plaintiff.

43. In light of the above, the Authority finds that the Plaintiff did NOT tamper with the meter serving A/C No. [redacted].

b) Whether the charge levied on the Plaintiff's A/C No. [redacted] amounting to Kshs. 962, 299 ought to be cancelled.

44. The Plaintiff avers that he was billed **Kshs. 962,299** under a so-called *'Random Consumption Assessment'*, with no supporting methodology or evidentiary basis.

45. Technically, post-incident billing ought to follow an established pathway which comprises meter inspection/ testing (including fault/tamper classification), chain-of-custody of any removed equipment and procedure for estimation grounded in historical consumption or comparable benchmarks for a specified period.

46. The Respondent put forth, the label of a random assessment **without an underlying computation sheet,** period definition, reference baseline, or **trigger rationale** tied to metering rules. In the absence of the said evidence, the assessment lacks verifiability and is not technically defensible on this record.

47. In the case of ***Kwale ELC 147 of 2021- Ali Rashid Mwazara & Others -vs- Mohammed Abdullah Mwakazi & Another eKLR,*** Hon. A.E Dena states as follows paragraph 6 of the Judgement;

   " As earlier stated the defendants entered appearance and further filed their statement of defence. However, during the hearing of the suit, the defendants did not call any witness and therefore failed to substantiate the allegations made in their defence. ***No documents were filed*** *that would be able to counter the plaintiff's testimony. Consequently, the defence on record remain mere allegations".*

48. Consequently, the **Kshs. 962,299** "Random Consumption Assessment" by the Respondent is unsupported and not reliable for enforcement.

49. The Authority therefore cancels the charge levied on the Plaintiff's A/C No. [redacted] amounting to **Kshs. 962, 299** and directs the Respondent to reconnect electricity to the Plaintiff's A/c number [redacted]

c) **Whether the Plaintiff ought to be compensated for loss of income incurred due to the illegal disconnection of power.**

50. The Plaintiff at page 4 of his Complaint dated 14th July, 2025 prays for compensation for loss of income incurred due to the illegal disconnection of electricity from his business premises between 16th May, 2025 to the date of reconnection. The Plaintiff further alleges that he was earning approximately Kshs. 50,000 per day.

51. The Authority notes that the Plaintiff has not shared evidence of his commercial business i.e evidence of certificate of incorporation of the alleged Company, proof of earning totaling to Kshs. 50,000 and/or bank statements showing cash deposits from the alleged business.

52. Section 107 of the Evidence Act, Cap 80, Laws of Kenya states as follows;
*"Whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts **must prove that those facts exist**".*

53. In light of the above legal provision, the Authority finds that the Plaintiff's claim for compensation for loss of income incurred due to the illegal disconnection of power is not supported by any evidence and hereby dismisses the same.

G. DETERMINATION

54. The Authority has considered the Plaintiff's and the Respondent's case and hereby makes the following determination;
    a) That the Plaintiff herein did NOT tamper with the meter serving A/C No. [redacted]
    b) That the charge levied on the Plaintiff's A/C No. [redacted] amounting to **Kshs. 962, 299** is hereby cancelled.
    c) That the Respondent is hereby directed to immediately reconnect power supply to the Plaintiff A/c number [redacted]
    d) That the Plaintiff's claim for compensation for loss of income incurred due to the illegal disconnection of power is hereby dismissed for lack of evidence.
    e) That this determination is final and binding upon both parties.

f) That each party is hereby directed to bear their own costs.

g) That the parties are at liberty to exercise their right of appeal to this decision at the Energy and Petroleum Tribunal pursuant to the provisions of the Energy Act, Cap 314, Laws of Kenya.

DATED AT NAIROBI THIS ...3rd... DAY OF ...September...2025

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ENG. EDWARD KINYUA, P.E, OGW

FOR: DIRECTOR GENERAL