



IN THE REPUBLIC OF KENYA

ENERGY AND PETROLEUM REGULATORY AUTHORITY

DISPUTE NO: EPRA/PEACP/CP/4/715/2025.

SIMON PETER MAINA.....PLAINTIFF

VERSUS

KENYA POWER PLC.....RESPONDENT

DETERMINATION

A. BACKGROUND

1. The dispute between Simon Peter Maina ("the Plaintiff") and Kenya Power PLC ("the Respondent") was first reported to the Authority on 25th April 2025. The dispute is on replacement of a transformer at a plot known as Title Number [REDACTED] Njiru Area.

B. PLAINTIFF'S CASE

2. It is the Plaintiff's case that he owns the plot known as Title Number [REDACTED], which until February 2025 had been supplied with electricity via a transformer installed and maintained by the Respondent. In February 2025, without prior notice or lawful justification, the Respondent's agents attended the premises, recovered the transformer, and cut off the power supply on the basis of an alleged outstanding debt of Ksh 5,200,000.
3. The plaintiff disputed that claim—pointing out that the only genuine arrear of Ksh 288,000, which had been incurred under a former tenant and had been paid in

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full—and maintained that no further charges had accrued, yet the Respondent continued demanding the unsubstantiated amount Ksh 5,200,00 before any reconnection could occur.

4. The Plaintiff states that despite repeated attempts at resolution, including meetings with the Respondent's County business managers and written requests dated 1st April and 25th April 2025, the Respondent provided no explanation for the inflated bill and refused to comply with the Authority's interim direction to reinstate service. As a result, the Plaintiff was prevented from leasing out newly constructed godowns and suffered minimum monthly losses of Ksh 240,000. The Plaintiff therefore petitions the Authority to compel the Respondent to restore the transformer and power supply immediately and to award compensation for the financial harm he had incurred.
5. The Plaintiff therefore prayed that the Authority:
 - a) Issue an order directing the Respondent to reinstall the transformer and immediately restore electricity supply to his plot;
 - b) Require the Respondent to effect reconnection within seven days, failure to which he would pursue judicial redress;
 - c) Award compensation for his financial losses, calculated at not less than Ksh 240,000 per month; and
 - d) Grant any further relief that the Authority deemed just and equitable.

C. RESPONDENT'S CASE

6. It is the Respondents case that the transformer in question was applied for and installed entirely at the application and payment by a third party, Mr. Isaac Gikonyo Maina, and not the Plaintiff. The Respondent further maintained that the only genuine arrear of Ksh. 288,000 was incurred by and paid by Mr. Isaac Gikonyo Maina.



7. The Respondent avers that between 2023 and 2025, the transformer (Reference No. A2134022050009) lay idle and that no communication had been made by the Plaintiff about its intended use or retention, justifying its lawful recovery to serve other electricity users in fulfillment of its mandate under section 7 of the Energy Act No. 1 of 2019.
8. The Respondent also emphasized that the alleged demand of Ksh. 5,200,000 related solely to Mr. Isaac Gikonyo Maina's account, of which the Plaintiff had no knowledge or authority and therefore could not form the basis of any claim. The Respondent recounted that on 20th January 2025, a Nairobi South operations team, led by the Respondent's County business manager and supported by DCI, National Police Service, and internal security officers, had inspected and reclaimed two idle transformers (one of which is subject to this dispute), transporting them to Donholm.
9. As such, the Respondent maintains that the Plaintiff's complaint was unmerited, that he lacked any cause of action against the Respondent, and that recovering idle infrastructure was necessary to facilitate the provision of affordable energy services to deserving users.
10. The Respondent therefore prayed that the Authority:
 - a) Dismiss the complainant's case in its entirety; and
 - b) Award costs of the proceedings to the Respondent

D. DIPUTE RESOLUTION PROCESS

11. Upon receiving the Plaintiff's dispute, the Authority first engaged the parties vide a letter dated 6th May 2025 wherein the Authority, directed the parties to file their documents.
12. Upon compliance by the parties, the Authority, via a letter dated 17th June 2025, scheduled a hearing between the parties on 24th June 2025.



13. During the hearing, the parties were accorded an opportunity to state their case and agreed by consent to dispense of the suit by way of written submissions. The Plaintiff thus filed submissions dated 16th June 2025 while the Respondent filed submissions dated 19th June 2025.

14. It is based on the above that the Authority renders its determination on the matter.

E. ISSUES FOR DETERMINATION

15. The Energy and Petroleum Regulatory Authority (EPRA) (hereinafter "the Authority") has considered the documentation in the dispute and as filed by both parties and has narrowed down the following issue for determination:-

a. Whether the Plaintiff has *locus standi* to file this dispute?

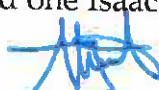
a) Whether the Plaintiff has *locus standi* to file this dispute?

16. It is worth noting that the Plaintiff states that he had been supplied with electricity via a transformer installed and maintained by the Respondent. The Plaintiff prays for an order directing the Respondent to reinstall the transformer and immediately restore electricity supply to his plot, reconnection and an award of compensation for financial loss.

17. However, the Plaintiff has no account in his name with the Respondent in relation to the said premises. In addition, the Plaintiff has not made any application for power with the Respondent and or entered any supply contract for the same to warrant the prayers sought.

18. The transformer in question was installed and was in the name of one Isaac Gikonyo Maina, who is not a party to the dispute. The Respondent submitted that the transformer in question was applied for and installed entirely at the application and payment by a third party, Mr. Isaac Gikonyo Maina, and not the Plaintiff.

19. The Plaintiff as such has not produced any evidence granting him authorization to act for and on behalf of one Isaac Gikonyo Maina. The Plaintiff is further not aware of the contract between the Plaintiff and one Isaac Gikonyo Maina. As such, since



there is no existing supply contract between the Plaintiff and the Respondent in relation to the said premises, the Plaintiff cannot purport to claim rights under a contract he is not a party to.

F. DETERMINATION

20. The Authority has considered the Plaintiff's and Respondent's case and based on the facts and evidence presented, therefore makes the following determination;

- a) The Plaintiff's claim has no *locus standi* to institute the said dispute, the same is therefore devoid of merit and is hereby dismissed.
- b) Each party shall bear its own costs.

This determination is final and binding upon both parties.

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, 2019.

DATED AT NAIROBI THIS 1st..... DAY OF July.....2025.



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DR. JOHN M. MUTUA, (PhD)
FOR: DIRECTOR GENERAL