IN THE REPUBLIC OF KENYA

ENERGY AND PETROLEUM REGULATORY AUTHORITY

DISPUTE NO: EPRA/CP/4/63051110/25

ERIC CHEGE KAMAU……………..…………………………..……………..…. PLAINTIFF

VERSUS

KENYA POWER PLC…………………………………………………………. RESPONDENT

DETERMINATION

A. BACKGROUND

1. The dispute between Eric Chege Kamau (Plaintiff) and Kenya Power (Respondent) was first reported to the Authority on 25th July 2025 vide a letter dated 24th July 2025.
2. The dispute is about the alleged erroneous electricity bill & unlawful disconnection of power supply for Account Number: [redacted]

B. PLAINTIFF'S CASE

3. It is the Plaintiff's Case that on 19th May 2025, the Respondent issued a bill adjustment to their client's account, citing underbilling over a five-year period. The adjustment was made without prior engagement, technical audit, or explanation. The Plaintiff only became aware of the bill upon independently querying his May 2025 Account. No documentation was provided to support the computation, nor was any anomaly in consumption previously communicated.
4. The Plaintiff was served a retrospective billing adjustment of Kes 2,716,937 issued on 19th May 2025, without prior notice, audit documentation, or technical justification. A disconnection of electricity supply in late June 2025, executed while

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formal complaints were pending and without adherence to procedural safeguards. A response from KPLC dated 21st July 2025, purporting to justify the adjustment based on an alleged inspection report was neither served upon their client nor attached to the said letter.

5. It is the Plaintiff's case that on 29th May 2025, he lodged a formal complaint to the Respondent. After unsuccessfully visiting KPLC offices to follow up on a response to the letters on 13th June 2025 and 20th June 2025, they sent a follow up letter on behalf of their client on 23rd June 2025, requesting clarification, supporting documentation, and a breakdown of the adjustment. These complaints were not addressed. Instead, in late June of 2025, KPLC disconnected electricity supply to [redacted] without issuing, conducting a tampering inspection report or providing any opportunity for engagement.

6. The Plaintiff alleged that only on 21st July 2025, the Respondent responded to the complaint by alleging meter tampering based on a discrepancy observed during an alleged routine inspection on 11th May 2025. The Plaintiff averred that the letter referred to an *"Installation Inspection Report"* but failed to attach it despite clear requests for such documents in the complaint letters. The Plaintiff confirmed that no such report was ever served or made available.

7. The Plaintiff then stated that the reduction in electricity consumption at [redacted] was as a result of a series of lawful, transparent, and commercially necessary adaptations made in response to the COVID-19 pandemic and its long-term economic effects. These changes, implemented progressively since 2020, remain in effect to date.

8. It's the Plaintiff's case that the period under dispute and alleged underbilling by the Respondent spanned from April 2020 to April 2025. He stated that it was a matter of public record that on Sunday, 22nd March 2020, the then Cabinet Secretary for Health, Hon. Mutahi Kagwe, issued a directive ordering the closure of all bars and restaurants effective midnight, as part of the national response to curb the spread of the Coronavirus Disease (COVID-19). This directive remained in

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force for a continuous period of five (5) months, with the restrictions only being lifted on 28th September 2020.

9. The Plaintiff expressed that during this period, not only bars but also eateries were significantly affected, having been permitted to operate strictly on a takeaway basis. The prolonged closure of bars and nightclubs forced the Treasury to cut its excise tax projections by Kshs.45.8 billion. Industry bodies such as the Bar Owners Association publicly appealed for relief as businesses faced unprecedented financial strain. Prior to the lifting of the initial ban, the Government instituted extensive operational restrictions under Legal Notice No. 136 of 2020, the Public Health (COVID-19 Operation of Restaurants) Rules in August 2020. These rules imposed stringent measures on the reopening of bars and restaurants.
10. The Plaintiff's business was no exception. It experienced significant disruption to its operations and revenue streams during the COVID-19 period and in the months that followed, owing to the cumulative effect of government-imposed restrictions and diminished consumer activity.
11. The Plaintiff further expressed that in 2021, he installed rooftop solar panels to supplement grid electricity. This investment was made transparently and in good faith, with the solar system designed to supplement, not replace, electricity supplied by KPLC. The installation was a proactive response to the dual pressures of reduced revenue and rising energy costs. To reduce reliance on grid electricity, the Plaintiff implemented a series of targeted operational reforms. These included discontinuing the use of electric cooking appliances and reconfiguring refrigeration and lighting setups to eliminate unnecessary units and ensure that only essential systems remained in use. Entertainment equipment was scaled down, with usage limited to periods of actual customer demand. Additionally, the Plaintiff adjusted staff schedules and curtailed night-time operations to align energy-intensive activities with business hours. Collectively, these measures reflected a deliberate and lawful strategy to optimize energy use and maintain operational viability under constrained economic conditions.

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12. It is the Plaintiff's case that since the disconnection of electricity supply in June 2025, the Complainant has been compelled to rely on a petrol-powered generator to sustain essential operations. This reliance persisted to date and resulted in substantial daily fuel expenses, placing an additional financial burden on the business. The generator, while necessary, was temporary and inefficient substitute for grid electricity. Its continued use underscored the urgency of restoring lawful supply. These adaptations formed a coherent and well-documented explanation for the observed reduction in electricity consumption.
13. The Plaintiff reiterated that it was therefore unreasonable for the Respondent to retrospectively question usage patterns and unilaterally assign liability without accounting for these extraordinary and lawful operational changes.
14. The Plaintiff thus sought to request the Authority's urgent regulatory intervention to investigate the matter, issue appropriate interim relief, and initiate a structured resolution process in accordance with its mandate.

C. RESPONDENT'S CASE

15. It is the Respondent's case that during a routine inspection conducted by KPLC's technical team on 11th May 2025, the complainant's Meter Number [redacted] which was serving a restaurant and a club was found to have been tampered with. (Disabled internal CTs).
16. It is the Respondent's case that during the inspection, KPLC's team conducted tests on the meter and the following was observed:
    a. The current being recorded by the meter was 0 Amperes,
    b. The current recorded by a calibrated clamp meter was 14 Amperes.
17. The aforementioned discrepancy was a clear indication of fraudulent and deliberate interference with the Meter's functionality.
18. The Respondent provided an Installation Inspection Report, indicating that the Meter had been tampered and was also issued to the complainant.

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19. It is the Respondent's case that from the billing analysis of the Meter, the consumption dropped as from 4th April 2020 and it was therefore assumed that this was the time that the customer started engaging in fraudulent power use. For purposes of computation, the anomaly period was therefore set from 4th April 2020 to 11th May 2025, which is equivalent to 1863 days. The debit was generated as per the attached computation which raised a debit of 104,452.11kwh, equivalent to Kshs. 2,716,937.00.

20. It is the therefore the Respondent's case that the bill of Kshs. 2,716,746.74 was genuine and payable.

D. DISPUTE RESOLUTION PROCESS

21. Upon receiving the Plaintiff's complaint, on 25th July 2025, the Authority vide a letter dated 6th August 2025 engaged the Respondent to provide a status on the matter. On 22nd August 2025, the Respondent filed its Response and submissions with the Authority and served the same upon the Plaintiff vide letter dated 22nd August 2025.

22. The Authority proceeded to schedule a virtual hearing on 27th August 2025 vide letter dated 21st August 2025. During the hearing meeting, the Authority further instructed the Plaintiff to file its rejoinder to the Respondent defence and the Respondent to provide more submissions to support their case. The Plaintiff complied to the Authority's directions and proceeded to file its rejoinder vide letter dated 2nd September 2025 and the Respondent subsequently filed further submissions with the Authority vide letter dated 11th September 2025.

23. It is on the basis of the above therefore that the Authority renders its determination on the matter.

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E. ISSUES FOR DETERMINATION

24. The Energy and Petroleum Regulatory Authority (EPRA) (hereinafter "the Authority") has considered the documentation in the dispute by both parties and has narrowed down the following issues for determination:

    a) Whether the said meter was tampered with by the Plaintiff?

a) Whether the said meter was tampered with by the Plaintiff?

25. Having considered the parties' filings, Meter history and photographs/video, the Authority finds as a matter of engineering fact that the Respondent's five-year reconstruction rests on a fragile evidential base. The Respondent's letter asserts that during a routine inspection on 11th May 2025 the meter recorded 0 A while a calibrated clamp meter read 14 A, from which it infers disabled internal CTs, fixes an anomaly window of 1,863 days and raises 104,452.11 kWh (≈ KES 2,716,937) as lost units.

26. The billing ledger confirms that energy continued to register around the inspection window (e.g., April–July 2025), but that fact alone does not negate the allegation of a phase-specific anomaly. The Respondent's own narrative limits the suspected interference to the red phase. If one phase was under-registering while the other two remained intact, the meter would still advance each month—simply at a depressed level commensurate with the red phase's share of load. The initial collapse from April 2020 is credibly explained by the Ministry of Health restrictions on bars and restaurants. However, the persistence of low monthly consumptions well after restrictions eased requires separate consideration. On this record, there is no admitted, quantitative proof of a return to pre-COVID operating intensity; equally, there is no bench test, interval/tamper log, CT ratio/phase test, or wiring trace to prove the extent of any red-phase under-registration or its duration.

27. The Respondent produced no calibration certificate for the hand-held clamp meter and no laboratory/bench test of the meter in question. The video offered begins at the measurement rather than with a sealed-condition check and a documented opening, and a complete, signed inspection report is not on the record. In these

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circumstances, a single instantaneous current snapshot, taken on an unspecified conductor under unspecified power-factor and duty conditions, cannot safely sustain a five-year global debit, particularly when contradicted by surrounding registered energy.

28. Before the pandemic the premises regularly posted ~1.5–2.1 MWh/month. As from April 2020, there is a structural collapse to very small monthly increments, including near-zero reads in April to May 2020, followed by predominantly ~0–250 kWh/month in 2021–2025, punctuated by occasional catch-up months when reading intervals lengthened. It is also worth noting that the period March 2020–end-2021 should be treated as a COVID-19 standby/limited-operations window, given the MoH directions at that time, which the Respondent's spreadsheet did not normalize for. Instead, the Respondent averaged a pre-COVID sample of ~426 days and projected it across 1,863 days, sweeping pandemic and post-pandemic conditions into a single normal.

29. On Solar PV, the Authority notes that the complainant's late submission was not admitted and therefore carries no probative weight in this decision. For completeness, the Authority records that the proffered installation report (seen but not admitted) identifies a contracting firm not registered by EPRA while the named technician holds an EPRA licence. Even if admitted, that mismatch would diminish the documentary weight, though it would not exclude the physical plausibility of some daytime grid-offset at the site. In any event, even a 3 kW rooftop array would typically contribute an order of 10–15 kWh/day, which is insufficient by itself to bridge the Respondent's hypothesized ~56 kWh/day "gap". The sustained low grid draws may be explained by COVID-era closures/reduced hours, occasional reading-cycle effects, and a phase-limited metering irregularity rather than by a full bypass.

30. Finally, the Respondent's proof pack lacks the core technical artefacts that would elevate suspicion to proof. There is no accredited bench test of the meter, no AMI interval/tamper logs, no CT secondary-injection or ratio/phase test records, and no

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signed inspection sheet documenting seals pre-access. Instead, reliance is placed on a hand-held clamp meter and a reconstruction that projects pre-COVID behaviour across fundamentally different operating conditions. In these circumstances, the Authority is not satisfied that tampering, particularly a partial-meter disabled CTs scenario, has been proved to the standard needed to displace the contemporaneous registration shown by the ledger.

31. The evidence establishes the following:
    i. a real, long-lasting load reduction from April 2020,
    ii. (ii) a meter recording low but non-zero energy around the inspection, and
    iii. (iii) at most a partial, phase-bounded irregularity insufficiently evidenced to ground a five-year global debit.

32. The Respondent's method, a 426-day pre-COVID averaging extrapolated over 1,863 days, overstates demand and ignores the COVID-19 operating window. In the absence of bench/interval proof of tamper and given the bounded nature of any plausible anomaly, the claimed 104,452.11 kWh (KES 2.716 M) is technically unsustainable. Any re-computation, if warranted at all, must be strictly period-sensitive (with the March 2020–December 2021 COVID19 closure window treated as such), phase-bounded to the proven fraction, and confined to the legally permissible window applicable where a consumer meter tampering is found.

F. DETERMINATION

33. The Authority has considered the Plaintiff's and Respondent's case and based on the facts and evidence presented and the site visit done, the Authority therefore makes the following determination;
    a) The Respondent's claim on meter tampering by the Plaintiff and the resultant billing lacks sufficient proof and is hereby dismissed.

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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 18th DAY OF SEPTEMBER 2025.

CPA CYPRIAN M. NYAKUNDI

FOR: DIRECTOR GENERAL