Energy & Petroleum Regulatory Authority

REPUBLIC OF KENYA

ENERGY AND PETROLEUM REGULATORY AUTHORITY

DISPUTE NO: EPRA/PEACP/CP/4/52482037/2025

THE KENYA UNION OF THE BLIND..PLAINTIFF

VERSUS

KENYA POWER & LIGHTING COMPANY LIMITED, PLC...........RESPONDENT

DETERMINATION

A. BACKGROUND

1. The dispute between the Kenya Union of the Blind (Plaintiff) and Kenya Power and Lighting Company,PLC (Respondent) was brought to the attention of the Energy and Petroleum Regulatory Authority, hereinafter referred to as "the Authority" vide a letter dated 4th July 2025 and received on the 4th July 2025.
2. The dispute is on alleged illegal billing of **Kshs. 943, 855.00 on account number** [redacted]

B. PLAINTIFF'S CASE

3. The Plaintiff states that on or about the 27th September 2024, representatives from the Respondent visited the Plaintiff's premises situated in Embakasi to conduct an inspection of the electrical installation. A report was subsequently issued, asserting that the Plaintiff owed the Respondent **Kshs. 189,121** on account number [redacted] and that there existed a hanging neutral fault, and a further claim that the meter at the

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premises had been illicitly appropriated from Kibera and unlawfully transferred to the Plaintiff's premises.

4. The Plaintiff states that upon receipt of the said report, the Plaintiff, at their own expense and in utmost good faith, promptly rectified all identified technical deficiencies, including the resolution of the hanging neutral fault and the verification of the proper configuration of the wiring system.

5. It is the Plaintiff's claim that on the 9th December 2024, the Respondent unilaterally made a unilateral "Bill Adjustment" entry amounting to **Kshs. 943,855** on the aforementioned Plaintiff's account, notwithstanding immediate prior payments totaling Kshs. 170,000 that the Plaintiff had made in an effort to settle past arrears. This adjustment was made without providing any explanation whatsoever.

6. The Plaintiff avers that pursuant to a demand letter dated 3rd February 2025, as mandated by law, the Plaintiff sought for the following two specific actions from the Respondent:

    a) A comprehensive explanation or justification by the Respondent for the inflated and preposterous bill adjustment amounting to **Kshs. 943,855**; and

    b) An account by the Respondent regarding allegations of a stolen meter from Kibera and a request for rectification of the same.

7. Regrettably, the Respondent made no effort to respond to the letter or address the concerns articulated therein.

8. The Plaintiff avers that having no alternative for recourse and imminent threat of disconnection as well as the potential for exorbitant bills, they sought recourse under the law and initiated this dispute for adjudication by the Authority in accordance with Section 11 of the Energy Act, Cap 314, Laws of Kenya which stipulates as follows:-

"The Authority shall have all powers necessary for the performance of its functions under this Act and in particular, the Authority shall have the power to—

(c) set, review and adjust electric power tariffs and tariff structures and investigate tariff charges, whether or not a specific application has been made for a tariff adjustment;

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f) issue orders in writing requiring acts or things to be performed or done, prohibiting acts or things from being performed or done, and may prescribe periods or dates upon, within or before which such acts or things shall be performed or done or such conditions shall be fulfilled;

9. The Plaintiff's prayers are as follows;
    a) That the Respondent be ordered to explain the basis for the bill adjustment of Kshs. 943,855 imposed on the Plaintiff's account and the methodology used to compute the said amount within 7 days from the date of the Authority's order.
    b) That in default of a satisfactory explanation, the Respondent be ordered to immediately reverse and expunge the bill adjustment of Kshs. 943,855 from the Plaintiff's account and issue a revised and accurate bill reflecting the Plaintiff's actual and consistent electricity usage
    c) That the Respondent be directed to issue future electricity bills that are accurate, consistent and justifiable and to provide timely and substantive responses to any correspondence from the Plaintiff or their Advocates.
    d) That the Respondent be directed to install a new and compliant electricity meter if found necessary at it own cost and without inconvenience or disruption to the Plaintiff.
    e) That the cost of this dispute be awarded to the Plaintiff.

C. RESPONDENT'S CASE

10. The Authority notes that the Respondent did not file any responses to the Plaintiff's claims herein and/or supporting documents in support of their case despite them being given time to file a response and submission vide the Authority's letter dated 14th July, 2025.
11. The Respondent's representatives duly attended the hearing session and put up the following oral evidence;
12. That during a routine inspection, the Respondent's officers found that there was an anomaly on the Plaintiff's meter that serves account number [redacted].

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13. The Respondent alleges that they advised the Plaintiff to visit their offices for further clarification.

14. The Respondent further adds that an analysis of consumption was conducted, and it was found that there had been significantly less consumption of power in relation to the Plaintiff's account no. [redacted] which then warranted a bill adjustment to be made in accordance with the Respondent's procedure.

15. It was the Respondent's position that the bill adjustment took into consideration the period from June 2022- September 2024, when the anomaly was realized and a loss of 107 units per day was observed. The Respondent argues that a calculation over the said period brought the bill to **Kshs. 943, 855/-.**

D. DISPUTE RESOLUTION PROCESS

16. Upon receiving the Plaintiff's complaint, the Authority wrote to the parties via a letter dated 14th July 2025 directing them to file responses and written submissions within 3 days and 14 days respectively.

17. Through a letter dated 31st July 2025, the Authority, invited the parties herein for a virtual hearing slated for 7th August 2025.

18. On the 7th August, 2025, the parties were accorded a hearing and an opportunity to resolve the dispute amicably, however, the issues remained unresolved prompting the Authority to render this determination.

E. ISSUES FOR DETERMINATION

19. Based on the fact and evidence shared by the Parties, the Authority finds that the following issues arise for determination;

    a) **Whether the Plaintiff ought to pay the electricity bill adjustment of Kshs. 943,855.**

    b) **Whether the Respondent ought to install a new and compliant meter at its own costs and without causing power interruptions at the Plaintiff's premises.**

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c) **Who should pay the costs of this dispute.**

E. ANALYSIS OF THE DISPUTE

a) Whether the Plaintiff ought to pay the electricity bill adjustment of Kshs. 943,855/-.

20. On the technical record before the Authority, the only documentary evidence presented is from the Plaintiff; a full billing statement from 2019–2025, proof of renovations of new containers, and a written complaint dated 4th July, 2025.

21. The Respondent has not supplied any metering test results, chain-of-custody for the meter, or the computational analysis that would be needed to justify the extraordinary bill adjustment of Kshs.943,855 posted on the 9th December 2024.

22. The bill statement shows ordinary cyclic billing across the year 2024 up until early 2025 with monotonically increasing readings and monthly service charges in a consistent band. The aforementioned 9th December 2024 adjustment sits as a massive outlier against those typical cycles and is unaccompanied by any explanation of period, baseline, or formula.

23. The Respondent's position during the hearing of this dispute on the 7th August, 2025 was limited to an oral assertion that an analysis of power consumption found significantly less consumption and that a bill adjustment was raised in accordance with their procedure.

24. Section 107 (1) 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".

25. No such analysis or procedure was produced by the Respondent despite the Authority issuing directions for production of the evidence. This therefore underscores the lack of evidence and transparency on how the adjustment was computed.

26. 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;

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" 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 defense on record remain mere allegations".

27. The Authority further notes, that neither party filed written submissions in this matter. However, the Plaintiff duly complied with the Authority's directives issued after the hearing of the dispute on the 7th August, 2025 and filed additional documents including proof of renovation of the new containers including cash payment vouchers for partitioning and welding, together with a comprehensive billing statement dated 8th August, 2025.
28. From an engineering standpoint, a poor or intermittent neutral connection is a safety and power-quality issue but is not in itself, a mechanism that explains chronic under-registration on a whole-current meter; had there been long-running under-recording corrected in late September 2024, one would expect a step-change upward in recorded consumption thereafter, but the Plaintiff's letter and the statement both indicate consumption remained normal after the corrective works.
29. The temporal pattern around the only historically elevated months (June and October 2022) is consistent with the Plaintiff's explanation of renovation-driven, discrete peaks rather than continuous suppression of recorded energy.
30. Most importantly, the Plaintiff's additional documents, pinpoints the two months (i.e 27th June 2022 at Kshs. 145,484 and 18th October 2022 at Kshs. 214,344) and clarifies that there was no continuous spike from June through October.
31. Without the Respondent's computation showing a defined back-billing window, a mechanism of under-registration, and reconciliation to already-billed kWh, then the record does not support any aggregate uplift approximating Kshs. 943,855.
32. The Plaintiff, in the letter dated 3rd February 2025 wrote to the Respondent demanding for reasons and how they arrived at the bill adjustment of Kshs 943,855, however it is the Plaintiff's case that the Respondent failed to provide any methodology on the

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disputed bill adjustment within 30 days as required under Section 6(3) of the Fair Administrative Action Act, Cap 7L, Laws of Kenya. The Plaintiff asserts that it has rights to know how its electricity bill was computed and adjusted.

33. The above omissions by the Respondent, compounds the technical gaps noted above. Meanwhile, the billing statement indicates a reconnect fee on the 5th February 2025, evidencing service interruption during an unresolved technical dispute, further underscoring the need for a reasoned, transparent computation that the Respondent has not supplied.
34. In light of the Respondent's failure to file any meter-tampering evidence, provenance records, inspection reports, or a computational analysis that sets out period, assumptions, and reconciliation to the ledger, there is no technical basis on this record to sustain the Kshs. 943,855 adjustment.
35. The billed consumption pattern before and after the September 2024 visit, remains steady. Further, the spikes during the renovation-period in 2022, by the Plaintiff are discrete and duly supported by evidence. Consequently, the adjustment is an unexplained outlier.
36. Technically and procedurally, the Authority finds that the disputed bill adjustment of **Kshs. 943,855** is unsupported and ought to be vacated accordingly.

b) Whether the Respondent ought to install a new and compliant meter at its own costs and without causing power interruptions at the Plaintiff's premises.

37. The Plaintiff herein is seeking for installation of a new and compliant meter by the Respondent without causing power interruptions at its premises.
38. The Respondent states that during a site visit conducted on the 27th September 2024, its officers allegedly flagged a hanging neutral fault and a claim, that the installed meter was stolen from Kibera and moved to Embakasi in Nairobi County.
39. During the hearing on the 7th August, 2025, the Plaintiff's counsel demanded for particulars from the Respondent on the alleged theft, noting that the meter had been

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applied for and installed by the Respondent through its Donholm office in Nairobi County and had been continuously billed in the Plaintiff's name.

40. However, no serialised asset-movement record, inspection worksheet, or bench test has been presented by the Respondent to substantiate either a theft provenance or any measurement defect.

41. Consequently, the Authority finds that the Respondent has not proved allegation of meter theft herein and hereby directs the Respondent to install a new compliant electricity meter in the Plaintiff's name without causing any power interruptions at the Plaintiff's premises.

c) Who should pay the costs of this dispute.

42. On the issue of costs, the Authority is guided by the case of ***Jasbir Singh Rai & Others vs Tarlochan Rai & Others {2014} eKLR*** where the court held that 'good reasons" that justifies departure from the general rule that 'costs follow the event" will vary from case to case.

43. Consequently, pursuant to Article 159 (2) (c) and in a bid to promote reconciliation between the disputing parties herein, the Authority hereby directs that each party bears their own costs.

G. DETERMINATION

44. The Authority has considered the Plaintiff's and the Respondent's case and hereby makes the following determination;

a) That the disputed bill adjustment **of Kshs. 943,855** is not supported by any evidence and is hereby vacated accordingly.

b) That the Respondent is hereby directed to install a new compliant electricity meter in the Plaintiff's name at the cost of the Respondent without causing any power interruptions at the Plaintiff's premises.

c) That this determination is final and binding upon both parties.

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

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e) 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 27TH **DAY OF** AUGUST **2025**

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DANIEL KIPTOO BARGORIA, MBS, OGW

DIRECTOR GENERAL