REPUBLIC OF KENYA

ENERGY AND PETROLEUM REGULATORY AUTHORITY

DISPUTE NO: EPRA/PEACP/CP/4/62661416/2025

PROF. DANSON MUSYOKI KIMEU…………………………………………………PLAINTIFF

VERSUS

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

DETERMINATION

A. BACKGROUND

1. The dispute between Prof. Danson Musyoki Kimeu (Plaintiff) and Kenya Power and Lighting PLC (Respondent) was brought to the attention of the Energy and Petroleum Regulatory Authority, hereinafter referred to as "the Authority" vide a letter dated 9th July 2025.
2. The dispute is on claims for damages caused by electric fault on his premises.

B. PLAINTIFF'S CASE

3. The Plaintiff begins by stating that he is a resident of Isinga Village Kangundo Subcounty, Machakos County.
4. He continues to state that he is a customer of KPLC with two meters and two account numbers, that is Meter No. [redacted] for account no. [redacted] and Meter No. [redacted] for account No. [redacted] which were the details of his old meter numbers at the time of the incident.

Dre

5. The Plaintiff states that on 19th September 2024, at around 10:00 am, power went off in the entire Ngiini and part of Isinga Village, Kangundo Sub-county.
6. The Plaintiff further states that upon inquiry on the power interruption, he learnt that KPLC was scaling and upgrading the voltage power from single to three phase of an upcoming nearby private health center located at Isinga village and owned by his neighbor.
7. The Plaintiff says that he also knew that the same single-phase power/electricity line supplied electricity in his business premises, home/house and other residents in the said villages.
8. It is the Plaintiff's case that despite the scaling and upgrading work, KPLC failed and ignored to officially notify and communicate of the power interruption as required by the energy regulations to the resident villagers.
9. The Plaintiff avers that at around 3.00 pm power/electricity was restored back and immediately and upon switching on power in his premises (House and Business) a loud blast went off accompanied by black smoke for all his lighting bulbs, fridge guard and other electrical equipment. His fuel pump machine power unit was completely damaged.
10. The Plaintiff states that he immediately sent a phone SMS to one George Salat at 6.50 pm, who is known to be the Engineer in charge of Tala Subcounty KPLC office informing him on what had happened. He never responded.
11. The Plaintiff states that upon the lack of response from the said Engineer failure to respond to his SMS his staff visited Tala KPLC office on 20th September 2024 and reported the incident. Fortunately, the same George Salat was in the office, and he now asked his office staff to immediately move to the Plaintiff's premises to find out what had happened and report.
12. The Plaintiff states that he was further advised to officially write a complaint letter of the incident to KPLC and was promised that a technical team would be sent to his premises to assess the damage but that was never done to date, despite his two remind letters dated 20th September, 2024 and 22nd October, 2024 to the Tala office and which were duly acknowledged by the Respondent.

D.K

13. The Plaintiff avers that the staff came and were able to restore down the voltage power from a nearby electricity pole. They witnessed the damage both in his house and business premises and indicated to him that they were not employees of KPLC but employees of the contractor who was undertaking the works.
14. The Plaintiff further avers that he submitted his complaint letter dated 25th November, 2024 to the Respondent's Machakos Office when the Respondent's Tala Office failed to respond to his letters. Again, when the Machakos office failed to respond, he submitted his complaint letter dated 3rd January 2025 to the Respondent's headquarters located in Nairobi.
15. The Plaintiff states that the KPLC head office responded and thereafter had a series and threads of emails with them and their Insurance Broker, Plan and Place Insurance brokers.
16. The Plaintiff concludes by stating that his communication on the matter started on 19th September 2024 up to 13th June 2025 when he submitted the matter to Energy Petroleum Regulatory Authority (EPRA), and afterwards notified KPLC and their Insurance Broker, Plan and Place of their failure to resolve the matter.

C. RESPONDENT'S CASE

17. It is the Respondent's position that that there was no formal complaint lodged on their IMS system by the complainant on the 19th September 2024.
18. The Respondent also avers that, on the date of the alleged power surge incidence, no formal complaints were picked up from their system to alert them of any power failures when power was restored.
19. The Respondent avers that the Plaintiff waited until 20th September 2024 to send his worker to the respondent's office in Tala to lodge a formal complaint.
20. The Respondent points out that their complaint procedure requires a Complainant to report an incident immediately through their official helpline numbers to ensure that they receive an incident report reference number.
21. It is the Respondent's position that the Plaintiff's decision to send a message to one Mr. George Sallat does not suffice as a formal complaint as the same will not be recorded

D.K

anywhere on the Respondent's system to facilitate the automatic generation of an incident report reference number.

22. The Respondent submits that customers can report incidents through various channels, including dialing *977#, using the MyPower app, or contacting customer service but the Plaintiff herein failed to use any of these channels.
23. The Respondent further submits that power was successfully restored in Isinga village, Kajiado County, on the 19th September, 2024.
24. The Respondent attended to the Plaintiff's complaint of lack of power supply and power was restored at his residence and business premises. The Respondent avers that the power restoration was effected by their D & C team who had been contracted to carry out the job.
25. It is the Respondent's submission that the uprating of the power conductors was a success, and power was restored without complaints from any customers being served by the same transformer that served the Plaintiff.
26. The Respondent states that they only learnt of the complaint when the Plaintiff forwarded their letter of complaint to the Central office in Nairobi in January 2025.
27. The Respondent avers that upon further investigation and after liaising with the relevant departments, the O & M Engineer, Machakos was tasked to prepare an incident report on the complaint of damage to electrical equipment.
28. It is the Respondent's case that they observed that the cause of the high voltage experienced at the customer's premises could not be clearly established since other customers served by the same transformer did not experience it.
29. . The Respondent reiterates that if there was a power surge, then neighbors on the same service line would have been affected as well.
30. It is the Respondent's submission that the Claimant has failed to adduce sufficient evidence to show how the power surge was directly linked to the power disruption that occurred on 19th September 2024.

D.K

D. RESOLUTION PROCESS

31. The Plaintiff filed a dispute with the Authority claiming damages against Kenya Power and Lighting Company vide a letter dated 9th July 2025.
32. Pursuant to the same, on 18th July 2025, the Authority directed the Plaintiff and the Respondent to present their submissions after three days and fourteen days respectively.
33. The Authority received from the Plaintiff submissions dated 24th July 2025, however no submissions were received from the Respondent by the time of the hearing of this dispute.
34. The Authority, vide a letter dated 31st July 2025 invited the parties for a virtual hearing on 7th August 2025 at 11:00 am.
35. The Respondent sent their submissions to the Authority on 12th August, 2025.

E. ISSUES FOR DETERMINATION

36. Based on the fact and evidence shared by the Parties, the Authority finds that the following issues arise for determination;
    a) **Whether the Respondent negligently caused an overvoltage at the Plaintiff's premises on the 19th September, 2024.**
    b) **Whether the Respondent is liable to compensate the Plaintiff for the damaged items as a result of the overvoltage.**
    c) **Who should pay for the cost of this dispute.**

F. ANALYSIS OF THE DISPUTE

a) Whether the Respondent negligently caused an overvoltage at the Plaintiff's premises on the 19th September, 2024.

37. The Plaintiff states in his submissions dated 24th July, 2025 that on the 19th September, 2024 that power went off at around 10:00 am and at around 3:00 pm power was restores and upon immediately upon switching on the power, he heard a loud blast accompanied by smoke from his bulbs.

J.K

38. It is the Plaintiff's case that there was presence of overvoltage negligently caused by the Respondent which caused damage to several gadgets and equipment at his residence and business premises.

39. From a power-quality perspective, the damage signature is technically consistent with an overvoltage event at re-energization rather than undervoltage or a brief transient.

40. The items that were damaged, including numerous energy-saving/LED bulbs and holders, plug-in low-power switch-mode supplies (Wi-Fi adapters/extenders (20 A DC supply) and a plug-in "fridge guard" (voltage protection device) that burned are the very classes of equipment that typically **fail first** when subjected to sustained line-to-neutral voltages well above 230 V.

41. In contrast, higher inertia loads and some robust electronics either survive or show delayed symptoms. The technical report presented by the Plaintiff and duly prepared by Kemwide Electrical Contractor (License No. Clas B- EPRA/EC/03117) dated 11th February, 2025 strengthens this inference by distinguishing what was actually damaged and required replacement versus items initially suspected to be damaged but later found not damaged (e.g., CCTV heads/cabling).

42. The above selectivity of small SMPS and a sacrificial protection device failing, while other gear remains serviceable, fits the expected failure envelope of neutral displacement or mis-phasing rather than random internal faults.

43. The most plausible mechanism, given the timing and the concurrent works, is a neutral integrity fault on a three-phase four-wire system during or immediately after reconnection.

44. A lost/loose neutral upstream of the consumer unit allows the phase-to-neutral voltages on different branches to swing inversely with load imbalance.

45. It is the Authority's position that some circuits can momentarily or persistently see >300–400 V, which will blow LED/CFL drivers, overheat MOVs in protection devices (e.g., fridge guard), and kill small DC adaptors, exactly as reported. A second credible mechanism is phase-to-phase cross or incorrect reconnection at a joint or cut-out, briefly exposing ≈415 V to 230 V loads.

D.K

46. A mere switching surge is less likely to produce the breadth and simultaneity of failures described, unless the surge were unusually long or poorly clamped by upstream protection and earthing.
47. The plaintiff's assertion that the Respondent's team "adjusted voltage to normal" the following day is not, by itself, determinative, but it is behaviourally consistent with crews encountering and rectifying an abnormal supply condition.
48. The extent and distribution of damage also favours an upstream/common-mode cause over an internal consumer fault. Failures are reported across multiple circuits and in both the residence and business within the same compound. Internal wiring faults (e.g., a single bad circuit, a defective appliance back-feeding) typically produce localized damage or protective device operation (MCB/RCD trips) rather than broad, simultaneous failures.
49. Likewise, if the issue had been limited to a single defective appliance or plug strip, we would expect localized charring or breaker trips rather than widespread bulb/SMPS destruction and a burned voltage guard. The photos presented by the Plaintiff do not show evidence of consumer-side arcing at the distribution board or of repeated tripping that one would expect if the root cause were downstream.
50. It is worth noting that the submissions made by the Respondent contains no contemporaneous incident report for the 19th -20th September, 2024; the only O\&M document cited later (June 2025) is described as inconclusive. The insurance broker's repeated request via emails for the incident report to progress the claim, indicates that the Respondent's internal records, if produced, are decisive for causation.
51. It is the Authority's position that those points weigh on proof and coverage, but they do not, in themselves, exclude an isolated neutral defect affecting a limited spur or cluster. In many neutral-failure cases, a handful of customers on a particular spur experience severe overvoltage while others on the same transformer do not.
52. Set against this, the Respondent's defence in its written response are that there was absence of a same-day IMS ticket, lack of feeder-wide complaints and an inconclusive O\&M note months later.

 D.K

53. The Authority maintains that the above, are evidentiary challenges rather than affirmative alternative causes, and in technical terms they do not rebut the plausibility of a short-lived but damaging overvoltage coincident with reconnection works.
54. Additionally, the absence of ***meter event data*** (over/under-voltage flags, outage/restoration stamps), ***OMS/SCADA switching logs***, and ***crew work sheets*** complicates this matter since production of the same would clearly guide the Authority on the happenings of the 19th September, 2024.
55. The Authority is persuaded that the missing evidence mentioned above would have typically shown the switching sequence, alarm flags, and the circuits/customers affected at the time of restoration of power.
56. In conclusion, the engineering weight of evidence aligned with the Respondent's works, next-day voltage normalization, and a failure pattern diagnostic of overvoltage/neutral displacement, establishes on a balance of probabilities that an upstream voltage abnormality at re-energization caused the loss.
57. Consequential loss components typically require independent operational evidence (e.g., POS/till reports showing lost sales) and may be subject to depreciation and policy terms. The pro-forma quotes for the LED display board/PSU dated 18th February, 2025 on the fueling equipment are technically coherent with the reported mode of failure. The display/low-voltage electronics are vulnerable to overvoltage if their upstream protection is compromised.
58. The Respondent's operational records and meter/event data would be merely confirmatory, their absence does not displace the Authority's finding above.
59. Accordingly, the Authority finds that the Respondent negligently caused an overvoltage at the Plaintiff's premises on the 19th September, 2024.

b) Whether the Respondent is liable to compensate the Plaintiff for the damaged items as a result of the overvoltage.

60. The Plaintiff in his submissions dated 24th July, 2025 is seeking for compensation from the Respondent for the damage caused as a result of the overvoltage together with losses incurred.

61. As regards compensation, the Authority maintains that the Respondent herein is liable to compensate the Plaintiff for the damage since he has shared with the Authority proof of direct electrical damage warranting full reimbursement and/or replacement (including reasonable inspection and re-installation expenses).

62. In an email communication dated 23rd January, 2025, one Mr. Douglas Mwangi from 'Plan and Place Insurance Brokers' wrote to the Plaintiff herein requesting him to share a quotation of the damaged items to enable them to process his claim.

63. In compliance with the above, the Plaintiff duly filled an 'internal report for damage to appliances' form dated 7th February, 2024 outlining the loss incurred at his premises totaling **Kshs.210, 650.**

64. The Plaintiff further shared a licensed electrician's 'irreparability report' dated 11th February, 2025 and supplier quotations for replacement of the specific failed items (household and dispenser/display equipment).

65. The Authority agrees with the above quoted amount of **Kshs.210,650** for reasons that the same is reasonable and has catered for compensation for business interruption, transport/communication, and "inconvenience" caused to the Plaintiff. Additionally, on a technical-loss basis, direct replacement of the failed electrical items is well-supported.

66. In light of the above the Authority finds that the Respondent is liable to compensate the Plaintiff for the damaged items and loss suffered as a result of the overvoltage. Subsequently, the Respondent is hereby directed to pay the Plaintiff the sum of **Kshs. 210, 650** being compensation for the damage and loss suffered as a result of the over-voltage.

67. In arriving at the above decisions, the Authority is guided by the case of ***Mombasa HCCC No. 35 of 2018- Ganjoni Towers Limited*** *eKLR* where **Hon. Justice Olga Sewe** states as follows at paragraphs 42 and 46 of the Judgement;

".....I am satisfied that the plaintiff has proved on a balance of probabilities that the cause of the fire was an electrical fault ***caused by the transmission of high voltage power*** *on the single-phase power line".*

J.(C

*"Having found that the defendant was responsible for the over-voltage transmission of power that caused the fire, it is irrefutable that a nexus between the action complained of and the plaintiff's loss has been established; and that **the defendant is under a statutory obligation to compensate the Plaintiff"***

c) Who should bear the cost of this dispute.

68. The Plaintiff in his complaint dated 9th July, 2025 is seeking for costs to be paid to him by the Respondent as a result of pursuing the matter at the Authority.

69. 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.

70. 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

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

    a) That the Respondent negligently caused an overvoltage at the Plaintiff's premises on the 19th September, 2024.

    b) That the Respondent is fully liable to compensate the Plaintiff for the damaged items and loss suffered as a result of the overvoltage.

    c) That the Respondent is hereby directed to pay the Plaintiff the sum of **Kshs. 210, 650.**

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

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

J.K

f) 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 29TH **DAY OF** AUGUST **2025**

....

DANIEL KIPTOO BARGORIA, MBS, OGW
DIRECTOR GENERAL