



REPUBLIC OF KENYA

IN THE ENERGY AND PETROLEUM REGULATORY AUTHORITY

DISPUTE NO: EPRA/PEACP/CP/4/63491605/2025

JABIR OSMAN ALI REKISOW.....PLAINTIFF

VERSUS

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

DETERMINATION

A. BACKGROUND

1. The dispute between Jabir Osman Ali Rekisow (Plaintiff) and Kenya Power and Lighting PLC (Respondent) was first reported to the Energy and Petroleum Regulatory Authority, hereinafter referred to as “the Authority” vide a letter dated 18th August, 2025 and duly received by the Authority on 22nd August, 2025.
2. The dispute is on alleged power surge negligently caused by the Respondent, which resulted in serious injuries to the Plaintiff.

B. PLAINTIFF’S CASE

3. The Plaintiff lodged a complaint at the Authority vide a Statement of claim dated 18th August, 2025.
4. It is the Plaintiff’s case that on 27th June, 2024 at around 1800 hours there was a fire that broke out at the Kenya National Chamber of Commerce and Industry (KNCCI), Mandera chapter in Mandera County where he worked.
5. The Plaintiff states that he was employed as an Assistant Administrator and/or secretary with the said KNCCI, Mandera Chapter.

6. The Plaintiff adds that he was a casualty of the said fire where he sustained first degree burns on his upper limbs, right hand up to his wrist, below his elbow, left hand wrist, below the elbow, upper arm, lower limb bilaterally up to knee length, face and ears.
7. The Plaintiff claims that the preliminary report dated 8th July, 2024 indicated that the fire had been caused by a 'power surge' which caused the fire that resulted in serious injuries to him and loss of property of unknown value at the affected premises.
8. The Plaintiff states in his witness statement dated 18th August, 2025 that after he was rescued from the aforesaid offices on the 27th June, 2024 he was rushed to Mandera County Referral Hospital where he was admitted until 29th August, 2024.
9. The Plaintiff submits that thereafter, he has been in and out several hospitals within and outside the Country including Shamaal Hospital, Mandera, Balizi Hospital, Nairobi and India where he sought specialized treatment from the 10th March, 2025- 18th July, 2025.
10. It is the Plaintiff's case that the Preliminary Report dated 8th July, 2024 indicates that the cause of fire at the offices of Kenya National Chamber of Commerce and Industry, Mandera Chapter might have been caused by a power surge.
11. It is the Plaintiff's position that he is still undergoing treatment and requires future medical expenses for surgery since he requires re-grafting and specialized burn management. He further states that he currently cannot work for gain and pleads loss of earning capacity.
12. The Plaintiff's prayers are enumerated in his statement of claim dated 18th August, 2025 as follows;
 - a) Special damages
 - b) General damages
 - c) Future medical expenses
 - d) Loss of earning capacity
 - e) Costs of this complaint
 - f) Interest at court rates

C. RESPONDENT'S CASE

13. The Respondent filed Grounds of Opposition together with a Replying Affidavit sworn by one Mr. Henry Njuguna both dated 24th September, 2025 in response to the Plaintiff's complaint.

14. The Respondent's deponent and witness, Mr. Henry Njuguna states that he is an investigator with Uptown Loss Assessors (K) Limited and confirms having investigated the fire incident at the Kenya National Chamber of Commerce & Industry (KNCCI) Mandera Chapter.
15. The Respondent largely relies on its investigation report titled 'Mandera Town Fire Incident Investigation Report' which the Authority notes that the same is unsigned and undated.
16. The Respondent states in the said investigation report that the fire incident was reported to the Respondent's Mandera Office on 12th July, 2024 where a team was dispatched to the scene. The report goes on to state that Mr. Mubarak Elmi, a technician with the Respondent inspected the affected premises and found the power installation was defective due to poor wiring within the office.
17. The Respondent thereafter issued an installation Inspection report (Defective Installation- D.I) and power supply was disconnected at the premises and the fire incident reported to Mandera Police station vide OB No. 35/27/06/2024.
18. It is the Respondent's position that the fire incident resulted from an explosion on the extension cord which was connected to the socket at the KNCCI, Mandera Chapter Offices where the Plaintiff worked and the same was as a result of faulty wiring that was done at the building and the same ought not to be blamed on the Respondent.
19. The Respondent avers that the Respondent does not have statutory obligation to conduct wiring with an office and/or consumer premises and states that if indeed the fire was caused by transmission of electricity/power surge as alleged by the Plaintiff, then the entire building and adjacent buildings would have been affected.
20. It is the Respondent's position that liability on the cause of fire ought to be on the owner of the building and/or the contractor who conducted wiring works at the building where the KNCCI, Mandera Chapter offices are located.
21. The Respondent states that although it sympathizes with the unfortunate events of 27th June 2024 and the injuries suffered by the Plaintiff, the Respondent reiterates that it cannot bear responsibility for the fire accident.
22. The Respondent further claims that the facts giving rise to the complaint herein does not fall under the functions of the Authority as spelt out under Section 10 and 11 of the

Energy Act, Cap 314 and that complaint herein does not disclose any cause of action against the Respondent before the Authority.

23. The Respondent prays that the Plaintiff's claim dated 18th August, 2025 be dismissed with costs.

D. DISPUTE RESOLUTION PROCESS

24. The Plaintiff filed a dispute with the Authority alleging cause of harm to himself and claims of damages on 22nd August 2025 vide a letter dated 18th August 2025. The matter was at first received as a complaint before it was escalated to a dispute.

25. Pursuant to the same, all parties were invited for a virtual hearing by the Authority on 16th September 2025 which was scheduled for 22nd September 2025. The same was further postponed to 30th September 2025.

E. ISSUES FOR DETERMINATION

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

- a) Whether the Authority has jurisdiction to hear and determine this dispute.
- b) Whether the Respondent negligently caused a power surge at the Kenya National Chamber Commerce, Mandera that caused fire at the premises.
- c) Whether the Respondent is liable for the injuries and losses suffered by the Plaintiff.
- d) Whether the Plaintiff is entitled to the reliefs sought against the Respondent in the statement of claim dated 18th August, 2025.

F. ANALYSIS OF THE DISPUTE

- a) Whether the Authority has jurisdiction to hear and determine this dispute.

27. The Respondent in its Grounds of Opposition dated 24th September, 2025 avers that the Complaint by the Plaintiff offends the provisions of Section 3 of the Energy Act, Cap 314.

28. The Respondent claims that the said Section applies to matters relating to importation, exportation, generation, transmission distribution, supply or use of electrical energy, the exploration, production, transportation, distribution and supply of any other form of Energy and all works and apparatus among others.

29. It is the Respondent's position that the Authority does not have powers to issue orders sought by the Plaintiff in his complaint as it offends the provisions of the Section 11 of the Energy Act, Cap 314.
30. The Plaintiff on the other hand, states in his submissions dated 1st October, 2025 at Paragraph 34, that the Authority's mandate in this matter is to investigate the Complaint and make a decision on whether the Respondent is to blame for the accident that occurred on the 27th June, 2024.
31. Additionally, the Plaintiff in his statement of claim dated 18th August, 2025 blames the Respondent for negligently causing a power surge that led to the fire at the KNCCI, Mandera causing serious injuries to him.
32. Regulation 4 (a) of the Energy (Complaints & Disputes Resolution) Regulations, 2012 states as follows;
- These regulations shall apply to complaints and disputes in the following areas;*
- (a) billing, damages, disconnection, health and safety, electrical installations, interruptions, licensee practices and procedures, metering, new connections and extensions, reconnections, quality of service, quality of supply, tariffs, way leaves, easements or rights-of-way in relation to the generation, transmission, distribution, supply and use of electrical energy.*
33. 'Quality of supply' of electricity as described above, refers to how well, the electricity provided by a utility meets technical standard of reliability, voltage stability and continuity for safe and efficient use by consumers.
34. Therefore, in cases where there is sudden increase in voltage that exceeds normal standard levels (power surge), the said situation can be described as 'poor quality of supply'.
35. In addition, Section 11 (i) of the Energy Act, Cap 314 states that the Authority shall have powers to investigation and determine complaints or disputes between parties over any matter relating to licenses and licence conditions under the said Act.
36. Consequently, in light of the above legal provisions, the Authority finds that it has jurisdiction to hear and determine this dispute pursuant to the provisions of Regulation 4 (a) of the Energy (Complaints & Disputes Resolution) Regulations, 2012.

- b) Whether the Respondent negligently caused a power surge at the Kenya National Chamber Commerce, Mandera that caused fire at the premises.
37. The Plaintiff states in his Statement of Claim dated 18th August, 2025 that the Preliminary Report dated 8th July, 2024 clearly indicated that the fire incident was caused by a power surge negligently caused by the Respondent.
38. The Plaintiff goes on to list the **particulars of negligence by the Respondent** as follows;
- a) Failing to take any precautionary measure and/or adequate steps to arrest incidences of power surge.
 - b) Failing to warn the public that there is likelihood of a power surge.
 - c) Failing to take adequate measures to avoid the said accident i.e by automatically stepping down power through their transformers to optimum consumer levels to avoid dangers occasioned by power surges.
39. The Respondent on the other hand avers that the electrocution of the Plaintiff, resulted from an explosion at the extension cord which was connected to the socket at the KNCCI, Mandera Chapter Office.
40. During the hearing of this dispute on 30th September, 2025, the Plaintiff informed the hearing panel that the extension cord was connected to the socket on the wall and the same had been placed under the table close to his legs.
41. The Authority was further informed that there was a Meter that was issued for the subject office of KNCCI within the same building and the premises was supplied with power vide A/C No. [REDACTED] - Meter no. [REDACTED] under the name **Ahmed Mohamed Liban**.
42. Further, the Plaintiff's witness, Engineer Hamid, confirmed during the hearing that the **other offices were not affected by the fire** and that the fire '**might**' have been caused by power surge.
43. It is worth noting that the said witness did not justify his finding and only explained that he lived in Mandera and had experienced power surges before. He failed to explain whether the alleged power surge was created internally or externally noting that the meter box was not affected and was found to be intact.
44. It is the Respondent's submissions that the Energy Act, Cap 314 confers statutory duty on the customer to ensure proper wiring or installation of wiring system, which must be approved by EPRA or EPRA's licensed Electricians. The Respondent avers that a

reading of the entire Energy Act and particularly Section 164 of the said Act, does not confer duty or function on the Respondent or any licensee to provide domestic wiring of a premise or house.

45. The Respondent argues that it cannot take responsibility for short cuts or shoddy wiring done, in domestic installations and that the Plaintiff ought to sue the owner of the Building or the insurance Company that insured the building and not the Respondent.
46. The Respondent further submits that Section 151 of the Energy Act, Cap 314 provides that it shall be the duty of the owner or occupier of any premises to ensure, in accordance with regulations issued under the Act, that the electrical installation in the subject premises is carried out only by a duly authorized electrical contractor and appropriate certificates detailing particulars of the installation submitted to the licensee, before initial connection to a supply of electricity; and tested and inspected periodically, any defects being remedied, and appropriate certificates detailing particulars of the installation issued and displayed at the point of supply.
47. The Respondent concludes by stating that if the fire would have been as a result of transmission of electricity, then the whole building and the adjacent buildings would have been affected by the alleged power surge. The Respondent goes on to state that the liability on the cause of fire should be to the owner of the building and/or the contractor who did the wiring works at the building where the Kenya National Chamber of Commerce & Industry (KNCCI) Mandera Chapter offices are located.
48. It is the Respondent's position that the Plaintiff has not sued or enjoined the Landlord or the employer in this matter and therefore believes that this suit has been brought in bad faith. The Respondent states that it has been mis joined to the suit as it is not responsible for the poor wiring or defective installation within the subject office.
49. The Respondent's Witnesses Mr. Kilonzo and Mr. Njuguna confirmed during the hearing that the Meter Box of the subject office was healthy and untouched by fire and further a Defective Installation (D.I) certificate was issued to the subject office on account of defective wiring.
50. The Authority has analysed the evidence by the parties and notes several physical facts shown in the Respondent's photographs, including the meter, meter-box breakers and submains supplying the office are intact, wiring up to the wall socket appears

unaffected with no charring, with burning localised beyond the socket, it is worth noting that the extension cord connected to the wall socket is the item that burned. Other occupants in the same apartment block did not report injuries or equipment damage.

51. On pure failure-morphology, these are hallmarks of a localized origin at the extension device rather than a building-wide or feeder-level overvoltage. While a grid-side neutral displacement can in theory affect one phase more than others, such selectivity typically still produces coincident complaints, protection operations, or voltage-quality anomalies on the serving transformer/feeder. None are demonstrated on this record.
52. Conversely, concentrated ignition at a consumer extension, with upstream protective gear and submains remaining visually unaffected, is consistent with overload/poor contact resistance within the extension or plug-top.
53. The Authority also notes a discrepancy between two photographs of the meter box at page 19 and page 40 of the Respondent's bundle of documents, which complicates the chain of custody during collection of evidence in this matter. However, the determinative fire pattern lies at the seat of burning, the extension assembly, and it is uncontested across the materials that this component is the one that charred.
54. From an engineering standpoint, two mechanisms must be weighed, a network-origin transient overvoltage/neutral shift propagating along the low-voltage (LV) supply, versus a localized premises-origin thermal/electrical failure, classically at an extension cord/multiway adaptor due to overload, poor contact resistance, damaged insulation, or substandard construction.
55. A network-origin transient overvoltage/neutral shift typically manifests as simultaneous failure of multiple plug-in appliances across more than one socket/room, apartments, houses often accompanied by blackening of accessories without deep structural burning. The same can occur without visible damage to the meter enclosure.
56. However, it commonly leaves a broader footprint, i.e other customers on the same phase reporting damage, abnormal voltage levels, blown LV fuses or protective operations, or visible distress at the first points of entry if fault energy is high.
57. A localized premises-origin thermal/electrical failure produces a concentrated origin at a weakest-link device where resistive heating at a loaded strip, poor clamping, or a

failing surge protector/fuse initiates charring, sometimes with limited collateral damage upstream and often with selective involvement of equipment that was actually connected to that strip.

58. The Plaintiff relies on the County Public Works preliminary note that the fire might be caused by power surge and on the medical trajectory to argue a network-origin event. The Public Works memorandum is expressly tentative and is not grounded in instrumented testing.
59. The medical records confirm burn injuries from a fire attributable to an alleged electrical fault, but they do not, on their own, allocate the fault's origin between the grid and the premises. By contrast, the selective impact, only the KNCCI office in a multi-occupant block, together with the intact upstream apparatus such as meter, breakers, and submains are on failure morphology, more consistent with a localized extension-cord ignition than with a building or feeder-wide overvoltage event.
60. The Respondent's investigations were undeniably late i.e January 2025, which limits its probative value. There were no SCADA/feeder voltage logs or LV fuse operations produced to positively establish or exclude a surge in the event window.
61. In short, the investigations conducted by both parties are inferential rather than instrumented. In that vacuum, the Authority must anchor causation to the most probable physical narrative supported by the photographs, burn patterns, and distribution of damage.
62. On that basis, the majority of the technical indicators, including localized charring at the extension; intact submains/meter and breakers, absence of collateral complaints among co-tenants, absence of demonstrated upstream abnormalities, and the Plaintiff's own description of sparks at the socket/extension points to a premises origin failure at the extension cord as the most likely initiating mechanism. A grid-origin surge remains possible in theory, but on this record is less probable.
63. Accordingly, on the balance of technical probabilities, the Authority finds that the origin of the fire was most likely a localized failure at the extension cord serving the Plaintiff's workstation, rather than a distribution-network overvoltage. The intact condition of upstream apparatus and the lack of contemporaneous wider complaints substantially undercut the surge hypothesis in this particular setting.

64. Consequently, the Authority finds that the Respondent was not responsible for the fire and did not negligently cause a power surge at the Kenya National Chamber Commerce, Mandera Chapter Office.

c) Whether the Respondent is liable for the injuries and losses suffered by the Plaintiff.

65. The Plaintiff in his Statement of Claim dated 18th August, 2025 states that he suffered very serious injuries which he particularized as follows;

- a) First degree burns on his upper limbs.
- b) First degree burns on the right hand up to his wrists and below his elbow.
- c) First degree burns on the left-hand wrist and below the upper arm, lower limb bilaterally to knee length, face and ears.

66. Additionally, the Plaintiff avers that he was employed as an Assistant Administrator at the KNCCI, Mandera Chapter and as a result of the said injuries, he cannot work for gain and pleads loss of earning capacity.

67. It is the Respondent position that the owner of the building, Mohamed Abdi and his client, Kenya National Chamber of Commerce and Industry (KNCCI) Mandera Chapter, are to blame for the incident due to poor wiring.

68. The Authority has perused through the medical reports shared by the Plaintiff including treatment notes from Shamaal Hospital, Mandera County Referral Hospital, P3 Form dated 12/7/2024, Artemis Hospital, India and is persuaded that the Plaintiff suffered very serious injuries as a result of the fire.

69. The Authority, having established that the most probable origin of the fire was a localized failure at the extension cord at the Plaintiff's workstation and not a distribution-network overvoltage, finds that the Respondent cannot be attributed with fault. Accordingly, the Authority finds that the Respondent is not liable for the injuries and losses sustained by the Plaintiff.

d) Whether the Plaintiff is entitled to the reliefs sought against the Respondent in the statement of claim dated 18th August, 2025.

70. The Plaintiff in his statement of claim dated 18th August, 2025 prays for the following reliefs against the Respondent;

- a) Special damages

- b) General damages
- c) Future medical expenses
- d) Loss of earning capacity
- e) Costs of this complaint
- f) Interest at court rates.

71. It is the Respondent position that the Plaintiff has not **specifically pleaded** and particularized the special damages as required in law and therefore the claim for special damages ought to fail.
72. Additionally, the Respondent avers that the loss of earning capacity has not been described, neither particularized nor proven and that the future medical expenses have also not been specifically pleaded nor particularized.
73. Given the Authority's finding that the Respondent is not responsible for the fire incident, the Authority hereby holds that Plaintiff is not entitled to the reliefs sought against the Respondent herein as set out in the statement of claim dated 18th August, 2025.
74. Consequently, the Authority hereby dismisses the Plaintiff's claim against the Respondent herein for reasons that the Plaintiff has sued the wrong party in this matter. In dismissing the Plaintiff's claim herein, the Authority is guided by the case of ***Eldoret HCCA 1 of 2020- West FM Media -vs- JMK*** where Honourable Justice RN Nyakundi states as follows as paragraph 24 of his Judgement;

*"The trial court having reached a conclusion of fact that the defendant was wrongly sued, **should have dismissed the suit** as it was incurably competent. In the premises, I find that the trial court erred in issuing judgment against a party it had already determined was wrongly sued".*

G. FINAL DETERMINATION

75. The Authority has considered the Plaintiff's and the Respondent's case and hereby makes the following determination;
- a) That the Authority has jurisdiction to hear and determine this dispute pursuant to the provisions of Regulation 4 (a) of the Energy (Complaints & Disputes Resolution) Regulations, 2012.

- b) That the Respondent did not negligently cause a power surge at the Kenya National Chamber Commerce, Mandera Chapter offices and is not responsible for the fire that broke out on the 27th June, 2024.
- c) That the Respondent is not liable for the injuries and losses suffered by the Plaintiff.
- d) That the Plaintiff is not entitled to the reliefs sought against the Respondent herein as set out in the statement of claim dated 18th August, 2025.
- e) That the claim against the Respondent herein is hereby dismissed.
- f) That each party is hereby directed to bear their own costs.
- g) That this determination is final and binding upon both parties.
- h) 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 ^{21st} DAY OF ^{OCTOBER}2025



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DANIEL KIPTOO BARGORIA, MBS, OGW
DIRECTOR GENERAL