



REPUBLIC OF KENYA

IN THE ENERGY AND PETROLEUM REGULATORY AUTHORITY

DISPUTE NO: EPRA/PEACP/CP/4/64053548/2025

SAL-YUT SERVICES LIMITED..... PLAINTIFF

VERSUS

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

DETERMINATION

A. BACKGROUND

1. The dispute between Sal-Yut Services Limited (Plaintiff) and Kenya Power and Lighting Company PLC (Respondent) was first reported to the Energy and Petroleum Regulatory Authority, (hereinafter referred to as "the Authority") vide a letter dated 12th September, 2025.
2. The dispute is on alleged electricity accidents caused by negligence on the part of the Respondent.

B. PLAINTIFF'S CASE

3. The Plaintiff states that Sal-Yut Services Limited is the registered owner of land parcel number **Nairobi/Block 107/1129** that is within Umoja Zone 9, comprising of seventeen (17) plots each measuring approximately 0.4 hectares (1 acre).
4. The Plaintiff further states that it is a registered consumer of electricity supplied by the Respondent since the year 2026, under application reference number A21132016010308

at a sum of sum of Kshs.1,694,983/= on its property known as Salute@Greenpark consisting of 74 residential apartments of various sizes, with facilities such as borehole, car parking, lifts, gym and the usual conveniences connected therewith, covering one half of the land parcel.

5. The Plaintiff claims that the Company made payment on the 12th February, 2016 and the Respondent proceeded to supply the transformer and established a power supply infrastructure outside the Plaintiff's parcel of land and connected two 70mm² cables from the transformer to each of the meter boards in the Plaintiff's building.
6. The Plaintiff argues that between 2016 when the transformer was installed and the year 2021, the Respondent irregularly connected other users to the transformer despite the quotation letter clearly stating that the **"ELECTRICITY SUPPLY LIMITED ON [REDACTED]..."** and that the transformer would be for the exclusive use of the residents at the Plaintiff's property.
7. It is the Plaintiff's position that the irregular connection was through establishment of a new connection line from the Plaintiff's transformer supplying power to the upcoming developments within the same area as that of the Plaintiff's Property.
8. The Plaintiff avers that as a result of the irregular connections, sometime in 2021, the Plaintiff began to experience sporadic outages and power surges occasioned by overloading of the transformer due to irregular connections from newly constructed buildings in the neighborhood.
9. The Plaintiff further claims that the said interference significantly compromised the quality of electricity supply and, in turn, resulted in a series of accidents directly linked to these unauthorized connections as described below;
 - a) 6th March, 2021- The building experienced intermittent power outages and voltage surges caused by transformer overloading. These electrical fluctuations resulted in damage to the power supply systems of one of the lifts within the Plaintiff's property.
 - b) 6th July, 2021- The building experienced a similar incident as that of 6th March, 2021 causing damage to the power supply of one of the lifts in the Plaintiff's building.

- c) 5th June, 2023- The transformer malfunctioned, causing the overhead cables outside the Plaintiff's property to spark and overheat.
 - d) 24th and 25th June, 2023- A malfunction occurred in the building's transformer triggering a severe power surge which caused extensive damage to the electrical wiring within the Plaintiff's premises which led to the destruction of various household items and electrical appliances belonging to several tenants in the premises.
 - e) 26th March, 2024- There was an explosion at the Plaintiff's transformer which resulted in damage to the lifts connected to one phase of the building.
10. The Plaintiff claims that despite repeated reports to the Respondent through their official channels, no action was taken to rectify the hazardous conditions or to compensate the Plaintiff to this date.
11. The Plaintiff prays for an order compelling the Respondent to compensate it for the loss suffered due to the electricity accidents

C. RESPONDENT'S CASE

12. The Respondent filed a response to the Plaintiff's complaint vide a Replying Affidavit dated 7th October, 2025 sworn by Ms. Diana Chepar Rotich.
13. The Respondent states that it received a letter from the Plaintiff dated 27th June, 2023 concerning power surge in Salyut@GreenPark Apartments located along Mayanja and thereafter sent its officers to the scene on the 3rd July, 2023 and inspected the scene and prepared a detailed report dated 5th July, 2023.
14. The Respondent avers that it installed transformer [REDACTED] in Kayole feeder Ex Steel Billets with a capacity of 200kVA and with two circuits.
15. The Respondent confirms that one of the circuits is dedicated to serve Salyut@Greenpark Apartments, which indicated a slight imbalance on the loads on the customer's side.
16. The Respondent adds that the other circuit serves other customers within the same area and no complaint was received from them on the same day regarding power surge and

thus an indication that fault originated from the customers using the circuit serving Salyut@Greenpark Apartments.

17. The Respondent claims that the two circuits are served from the same LV bushing of the transformer, and only the Salyut circuit was affected, and thus highly unlikely that the problem originated from the Respondent's side.
18. The Respondent submits that power surges which may cause electricity accidents are caused by both **external and internal causes**. The external causes include lightning strikes which would not amount to any negligence on the part of the Respondent or power grid issue and power restoration which the Plaintiff has not alluded to in the complaint.
19. The Respondent avers that the other causes of power surge are the internal issues such as electricity overload, faulty wiring and high- power appliance which could have been the cause of the electricity accident referred to in the complaint if any and caused by the users of the electricity in Salyut@Greenpark Apartments.
20. The Respondent states that they are responsible for their network up to the meter box and avers that all its equipment at Salyut GreenPark Apartment up to the meter box was intact and that if the problem had originated from Respondent's side, the meters and meter box would have been burnt but they were all intact.
21. It is the Respondent's case that if the fault had originated from the Respondent's side, it could have been isolated by at least one of three Respondent's different protection equipment, namely, the turret fuses, MC cutouts, and triple pole circuit breaker before reaching the meters in the meter box. All the three protection equipment were intact.
22. The Respondent further states that if there was a fault originating from the Respondent side, the meters, which are part of Respondent equipment would have burnt and isolated the fault. This would have been very visible. This is not the case because the subject meter. No. [REDACTED] is still in circuit to date.
23. The Respondent adds that if there was high voltage from the transformer, the Respondent would have received complaints from the other customers served by the second circuit of the same transformer but no such complaint was received.

24. The Respondent states that it is the responsibility of the Respondent to build and maintain the transmission and distribution network, and plan for sufficient capacity to meet Kenya's growing electricity demand which responsibility the Respondent has done and continues to do with a lot of diligence and great care and therefore has never connected and/ or caused to be connected irregularly or otherwise other electricity users from the transformer No. [REDACTED] in Kayole feeder Ex Steel Billets knowing very well its capacity and no evidence of such irregular connection to electricity has been produced by the Plaintiff.
25. The Respondent avers that extension authorization of new power line for distribution of electricity is one of its function together with maintenance of power supply network and therefore any claim of irregular connection and unauthorized extension of new power line from the transformer No. [REDACTED] in Kayole feeder exSteel Billets by the Complainant has not been brought to the Respondent's attention and/or evidence of the same produced.
26. Additionally, the Respondent states that it is not responsible for wiring within consumer premises or use of domestic appliances nor is the Respondent responsible for domestic fire in incidences wherein it doesn't control or function.
27. The Respondent states that the complaint does not disclose any cause against it and prays that the dated 12th September 2025 be dismissed and/or struck out with costs.

D. DISPUTE RESOLUTION PROCESS

28. Upon receiving the Plaintiff's Complaint vide a letter dated 12th September 2025, the Authority proceeded to request for submissions from both parties vide a letter dated 18th September 2025.
29. The Authority received submissions from the Plaintiff dated 26th September 2025, a Replying Affidavit from the Respondent as well as submissions both dated 7th October 2025.
30. The Authority invited the parties for a hearing on 3rd November 2025 at 11:00am vide a letter dated 29th October 2025 .
31. Subsequently, the hearing was postponed to the 5th November 2025 at 11:00 am.

E. ISSUES FOR DETERMINATION

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

- a) Whether the Respondent is responsible for the frequent power surges and transformer overload that caused damage at the Plaintiff's premises.
- b) Whether the Plaintiff is entitled to the reliefs sought.

F. ANALYSIS OF THE DISPUTE

- a) Whether the Respondent is responsible for the frequent power surges and transformer overload that caused damage at the Plaintiff's premises.

33. The Plaintiff claims that it suffered extensive damage as a result of the power surges and transformer overload on various dates namely; 6th March 2021, 6th July 2021, 5th June 2023, 24th & 25th June 2023 and 26th March 2024.
34. From an electrical-engineering standpoint, the record as a whole, including the Plaintiff's videos and photos shared, Davetech Agency's technical report, the Respondent's Safety, Health & Environment (SHE) incident form, the party's Affidavits and Submissions, points persuasively to an upstream origin for the damaging events, located at the transformer's low-voltage (LV) side and in particular, the outgoing circuit that feeds the Plaintiff.
35. The footage and narration by the Parties establish a coherent sequence that the transformer serves at least two (2) LV circuits, one dedicated circuit to Sal-Yut/Greenpark and another feeding neighbouring consumers.
36. On the 2nd August 2023 the Plaintiff's CCTV footage shows phase-neutral "clashing" (*likely the blue phase touching neutral*) with unidentified persons seen at the transformer.
37. On the 5th June 2023 visible arcing/glow occurs at the transformer followed by burning at the lift area. The Respondent's crews are present on site on the 11th June, 2023 and again around 25th June, 2023 when fire at the transformer is captured a second time.

38. The aforementioned observations are exactly what one expects when a single LV circuit suffers intermittent conductor contact and/or heat-damaged, loose joints with a weak neutral/earthing path.
39. The fault is partially self-clearing, generates repeated sags/swells and fast transients, lifts the neutral potential into the customer installation and disproportionately injures sensitive and head-end loads (VFD/soft-start elevator controls, UPS/PSUs, contactors, household SMPS appliances).
40. Additionally, the aforementioned profile also fits Davetech Agency's explanation of energized earth from live-to-earth contact compounded by sagging conductors and poor joints and explains why events recur across June–August 2023 despite crew attendance. The root network conditions were never fully remediated or were aggravated by loading.
41. The Respondent's core counter-theory, that the cause was purely "internal" to the premises, is electrically unconvincing against the directionality and simultaneity the record shows.
42. It is the Authority's position that internal appliance or house-wiring faults tend to start downstream and trip local protection, they do not produce transformer-side arcing/glow first and then near-simultaneous failures in multiple apartments and the common-services lift.
43. On the other hand, the Respondent's emphasis that "other consumers on the same transformer were unaffected" does not absolve it from blame. The videos themselves and the layout described indicate separate outgoing LV circuits and therefore a phase-neutral clash or bad joints on the Plaintiff's circuit can hammer that circuit without identically disturbing the circuit to the neighbour with different impedance, loading, and protection.
44. Likewise, photographs of a prepaid meter displaying "BYPASS" raise a compliance issue for that particular account but are not a credible physical mechanism for network-wide surges and neutral-shift phenomena that simultaneously damage diverse loads, including the elevator system; at most they speak to billing integrity, not system causation.

45. The SHE incident form acknowledges a 25th June 2023 property-damage event but offers no feeder/recloser/relay traces to substantiate a clean upstream bill of health; without instrumentation, the conclusion that the cause was "internal" is speculative and leaves a disclosure gap in the Respondent's narrative.
46. The footage of non-uniformed individuals manipulating equipment at the transformer further undercuts the claim of normal, secure upstream conditions, because unauthorized access commonly results in mis-terminations or temporary unsafe ties that precipitate precisely the clashing and glowing-joint behaviour seen.
47. Technically, the most probable chain is loading on the transformer elevated thermal and mechanical stress on the LV board. One outgoing way (the Plaintiff's) developed loose/oxidized joints and inadequate span clearances; intermittent phase-neutral contact and/or arcing joints produced bursts of high current and heat at the transformer, visible as glow/sparks in the videos.
48. Because the neutral/earthing path was high-impedance or otherwise defective, the events propagated as voltage swells, spikes, and neutral potential rise into the Plaintiff's installation, overwhelming protection that was either mis-coordinated or too slow for the intermittent nature of the faults.
49. Sensitive electronics and the lift controls failed in clusters but the circuits serving the neighbours were spared synchronous injury because it did not share the same faulted path. This upstream explanation is consistent with the temporal pattern of crew attendance and repeat events and, when read together with the March 2024 correspondence in the file (crew activity shortly before a further surge), reinforces a picture of inadequate upstream maintenance, insufficient commissioning checks, and weak asset security rather than a series of unrelated, internal mishaps.
50. On the balance of engineering probabilities, therefore, the Plaintiff's video evidence supports a decisive conclusion that conductor clashing on the distribution side of the transformer, together with defective earthing/protection and heat-damaged joints on the Plaintiff's circuit from the transformer caused the power-quality disturbances that damaged equipment on the customer side. The Neighbour's non-impact can be explained by circuit separation.

51. Meter-tamper images are irrelevant to the mechanism observed and the absence of upstream logs in the Respondent's materials weakens, rather than strengthens, the internal-fault thesis.
52. In technical terms, the Respondent's upstream apparatus up to the point of supply did not perform to the standard of care expected of a distribution utility, and the resulting transients, swells, and neutral shift are the most credible cause of the losses recorded across the Plaintiff's apartments and common services.
53. Consequently, the Authority finds that the Respondent is responsible for the frequent power surges and transformer overload that caused damage at the Plaintiff's premises.

b) Whether the Plaintiff is entitled to the reliefs sought.

54. The Plaintiff in his complaint dated 12th September, 2025 and submissions dated 26th September, 2025 prays that the Respondent pays compensation for the losses suffered due the numerous electricity accidents it has suffered as a result of the Respondent's negligence as outlined below;

- a) 5th June, 2023- Damage to the switchboards, circuit breakers, double poles, wiring, one lift car, heavy duty lift motor and lift cables- **Kshs. 1, 786,950.**
- b) 5th June, 2023- Damage to lift parts- **Kshs. 2,226,456.**
- c) 24th and 25th June, 2023- Damage to tenant's household items (Replacement and Repairs)- **Kshs. 729,300**
- d) 24th and 25th June, 2023- Electrical repairs- **Kshs. 765,375**
- e) 26th March, 2024- Destruction of various appliances- **Kshs. 172, 840**

TOTAL= Kshs. 5,680,921

55. The Plaintiff engaged Davetech Agency Limited to conduct investigations on Electrical fault and damages on the Plaintiff's subject property on the incident that occurred on the 5th June, 2023. The electrical contractor prepared an investigation report dated 14th June, 2023 and attached images of the incident, bills of quantities for the damages and its EPRA license.

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56. It is trite law that special damages must strictly be proved and require detailed evidence to support the same.
57. In the case of Nairobi HCCA E130 of 2023- Maina Githaiga George -vs- Geoffret Manyanya Babu eKLR, Hon. Justice Kizito Magara states as follows at paragraph 52 and 53 of his Judgement;
- ".....special damages are the precise amount of pecuniary loss which the claimant can prove to have followed from the particular facts set out in the pleadings.....special damages are thus very specific and constitute liquidated claim which must be pleaded and proved".*
58. The Plaintiff has shared several bill of quantities and quotations for electrical damages and proposed repairs and provided receipts and bank slips as enumerated below;
- a) Receipt from Nairobi City County dated 7/06/2023- Kshs.1,500/=
 - b) Swift transfer from Family Bank dated 22/6/2023- USD9,860- Kshs. 1,408,994/=
- TOTAL- Kshs. 1,410,494/-**
59. Therefore, the Authority finds that the Plaintiff is entitled to special damages of **Kshs. 1,410,494.**
60. The Authority notes that the Job sheets and the check in cards provided by the Plaintiff states that the same were paid via Mpesa on various dates but does not specify the exact amount paid. Further, the Plaintiff has not shared any Mpesa statement and/or proof that such payments were made.
61. Similarly, the Authority notes that the swift transfer for **USD 400** dated 26th July, 2023 has not been acknowledged and stamped by the Bank and as such the same shall not be awarded.
62. The Authority also finds that the Plaintiff is entitled to General damages for the losses suffered as a result of the Respondent's negligence including overloading the subject transformer and not taking due care as expected of a distribution utility.
63. Consequently, the Authority directs the Respondent to pay the Plaintiff General damages of **Kshs. 2,000,000** for the losses suffered.

G. DETERMINATION

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

- a) That the Respondent is responsible for the frequent power surges and transformer overload that caused damage at the Plaintiff's premises.
- b) That the Respondent is hereby directed to pay the Plaintiff special damages amounting to **Kshs. 1,410,494.**
- c) That the Respondent is directed to pay the Plaintiff General damages of **Kshs. 2,000,000** for the losses suffered.
- d) That each party is hereby directed to bear their own costs.
- e) That this determination is final and binding upon both parties.
- 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 THISTH DAY OF
11 NOVEMBER 2025

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DANIEL KIPTOO BARGORIA, MBS, OGW
DIRECTOR GENERAL