Energy & Petroleum Regulatory Authority

IN THE REPUBLIC OF KENYA

ENERGY AND PETROLEUM REGULATORY AUTHORITY

DISPUTE NO: EPRA/PEACP/CP/4/65205325/25

MUTHEE KIANJANJI .... PLAINTIFF

VERSUS

KENYA POWER PLC ....RESPONDENT

DETERMINATION

A. BACKGROUND

1. The matter between Muthee Kianjanji (Plaintiff) and Kenya Power PLC (Respondent) was first reported to the Authority as a Complaint via the online portal on 4th November 2025.
2. The Complaint was not resolved to the Plaintiff's satisfaction, prompting the Plaintiff to request the Authority to handle the matter as a dispute via a letter dated 13th November 2025.
3. The Authority consequently advised the Parties to properly file dispute documents and or submissions via letter dated 14th November 2025.
4. The dispute relates to alleged erroneous billing and disconnection of power supply to account number [redacted] and account number [redacted] registered in the name of the Plaintiff (Muthee Kianjanji).

B. PLAINTIFF'S CASE

5. The Plaintiff averred that the dispute arose from the billing in respect of Account Number [redacted] with Meter Number [redacted], and Account Number [redacted], both registered in his name.
6. The Plaintiff contended that he had consistently and promptly paid his electricity bills as billed by the Respondent, as evidenced by the statement produced and marked as MK1 in his sworn statement dated 2nd December 2025.
7. The Plaintiff further stated that the billing errors commenced in September 2025 when the Respondent posted a balance of Kshs. 228,117.84, notwithstanding that the billed amount for that month was Kshs. 16,064.00.
8. The Plaintiff maintained that there had never been any irregular meter readings and that the readings billed by the Respondent had always been consistent with his historical electricity usage.
9. The Plaintiff additionally asserted that there had never been any report of meter tampering, a position that was confirmed by the Respondent when its personnel visited his premises to examine the meter and the electrical connection.
10. The Plaintiff indicated that he attempted to resolve the matter directly with the Respondent, which resulted in a reduction of the alleged balance to Kshs. 64,033.00, although he continued to dispute the reduced amount.
11. He further stated that attempts to settle the matter amicably between himself and the Respondent were unsuccessful, culminating in the Respondent disconnecting his electricity supply for a second time on 4th November 2025 in respect of Account Number [redacted], and on 5th November 2025 in respect of Account Number [redacted].
12. The Plaintiff thereof prays that the Authority allows the complaint by making a finding that the disconnection in respect to the Plaintiff's two accounts was unlawful and that the bill of Ksh.64,033.00 is not justified and the same is therefore not valid and /or due against the Plaintiff.

13. The Plaintiff further invited the Authority to award the special damages in the sum of Ksh. 897.00.00 and assess general damages for violation of the Plaintiff's consumer rights and constitutional rights.

C. <u>RESPONDENT'S CASE</u>

14. The Respondent submitted that the Plaintiff was the registered owner of Account Number [redacted] and Account Number [redacted].
15. The Respondent submitted that Meter Number [redacted], which hosted Account Number [redacted], was replaced with a new meter, Meter Number [redacted] on 17th April 2024.The Respondent averred that the Plaintiff further stated that he paid the last bill on the account in dispute on 27th October 2021.
16. The Respondent further submitted that the average electricity consumption recorded under Meter Number [redacted] was approximately 62 kWh, whereas immediately after the installation of Meter Number [redacted], the average consumption increased significantly to approximately 438 kWh.
17. The Respondent stated that based on the increased average consumption, a debit amounting to Kshs. 212,054 was raised on 18th September 2025, calculated over a period of two years, and that the Plaintiff was duly issued with a debit notice dated 30th September 2025.
18. The Respondent submitted that upon further review, the debit was revised after it was established that the meter was faulty, and the amount was subsequently reduced to a six-month debit of Kshs. 64,032, using the same average consumption.
19. The Respondent stated that the Plaintiff was informed of the revised debit through a further debit notice dated 14th October 2025.
20. The Respondent submitted that despite being duly notified of the adjusted debit, the Plaintiff declined and/or refused to settle the outstanding amount.
21. The Respondent maintained that as at the time of filing the submissions, the Plaintiff owed the Respondent a total sum of Kshs. 63,898.84.

22. The Respondent therefore urged the Authority to dismiss the complaint in its entirety and award costs to the Respondent.

D. DISPUTE RESOLUTION PROCESS

23. The matter between Muthee Kianjanji (Plaintiff) and Kenya Power PLC (Respondent) was instituted through a complaint filed on 4th November 2025 via the Authority's complaint portal.
24. The Complaint was not resolved to the Plaintiff's satisfaction, prompting the Plaintiff to request the Authority to handle the matter as a dispute via a letter dated 13th November 2025.
25. The Authority consequently advised the Parties to properly file dispute documents and or submissions via letter dated 14th November 2025.
26. The Plaintiff lodged a formal dispute and filled submissions, and all necessary documents dated 3rd December 2025.
27. The Respondent filed its response and all necessary documents on 6th January 2026.
28. The Authority hereby renders its determination upon consideration and evaluation of the submissions and evidence presented by the Parties.

E. ISSUES FOR DETERMINATION

29. Based on the facts, evidence and investigations, the following are the issues for determination:
    i. Whether the Plaintiff is liable to pay the recalculated/ outstanding electricity bill of Kshs. 64,033.
    ii. Whether the disconnection of the Plaintiff's power supply was lawful.
    iii. Whether the Plaintiff is entitled to an award of special and general damages for unlawful power disconnection.

F. ANALYSIS OF THE DISPUTE

i. ***Whether the Plaintiff is liable to pay the recalculated/ outstanding electricity bill of Kshs. 64,033***

30. The central question under this issue is whether the Respondent has demonstrated, on the basis of credible technical and documentary evidence, that the recalculated bill of Kshs. 64,033 represents verified electricity consumption lawfully recoverable from the Plaintiff.

31. It is not disputed that Account Number [redacted] was initially hosted on Meter Number [redacted] and that the said meter was replaced with Meter Number [redacted] on 17th April 2024. The Respondent's case rests on the assertion that following the replacement, it observed a sharp increase in average monthly consumption from approximately 62 kWh to 438 kWh, which it interpreted as evidence that the previous meter had under-registered consumption. On that basis, the Respondent raised a retrospective debit, first over a two-year period and later revised to a six-month period, culminating in the disputed amount of Kshs. 64,033.

32. While a significant post-replacement increase in consumption may raise a legitimate suspicion of a prior metering anomaly, suspicion alone is not proof. A change in consumption may arise from several factors unrelated to meter inaccuracy, including changes in customer load, operational patterns, wiring conditions, or historical reading errors. From a technical and legal standpoint, retrospective billing premised on an alleged faulty meter must be supported by objective verification.

33. The Authority notes that the Respondent did not place before it any check-meter results, laboratory test reports, or calibration data demonstrating that either the replaced meter or the newly installed meter was inaccurate, the nature of the alleged fault, the direction of error, or the period during which such inaccuracy subsisted. Equally absent is a transparent computation sheet linking the alleged defect to the precise quantum and duration of the back-billing.

34. The Respondent's own narrative is internally inconsistent. On the one hand, it asserts that the revised debit was issued after it was "established that the meter was faulty."

On the other hand, it relies on "the same average consumption" derived from the post-replacement meter to compute the revised debit.

35. Without clarity as to which meter was faulty, how it was faulty, and whether the post-replacement meter was itself verified as accurate, the Authority is unable to validate the technical integrity of the reconstruction.

36. Section 159 of the Energy Act, Cap 314 permits recovery of under-billed electricity, but only where the licensee can demonstrate, with clarity and transparency, the factual and technical basis of the adjustment. This position has been consistently affirmed in Kenyan jurisprudence. In ***Paul Njuguna Mwangi v Kenya Power & Lighting Company [2024] KEET 393 (KLR)***, the Tribunal held that billing adjustments must be supported by verifiable data and a clear audit trail. Similarly, in ***Derek Seton v Kenya Power & Lighting Company [2025] KEET 26 (KLR)***, retrospective bills were set aside where the licensee failed to demonstrate meter accuracy and traceability.

37. In the present matter, the Authority finds that the Respondent's recalculated bill is founded on inference and administrative averaging rather than demonstrable metering evidence. In the absence of objective meter verification and a defensible computation trail, the claimed amount of Kshs. 64,033 remains unsubstantiated.

38. Accordingly, the Authority finds that the Plaintiff is **not liable** to pay the recalculated or outstanding bill of Kshs. 64,033.

ii. ***Whether the disconnection of the Plaintiff's power supply was lawful***

39. The Respondent does not dispute that it disconnected the Plaintiff's electricity supply on 4th November 2025 in respect of Account Number 25397940 and on 5th November 2025 in respect of Account Number [redacted]. The legality of the disconnection therefore turns on whether it was grounded on a valid and enforceable debt and whether due process was followed.

40. Under Section 160 of the Energy Act, Cap 314, a licensee may disconnect electricity supply for non-payment. However, this statutory power is not absolute. It

presupposes the existence of a lawful, accurate, and verifiable debt, and it must be exercised in a manner consistent with procedural fairness and consumer protection standards.

41. Having found that the recalculated bill of Kshs. 64,033 was not supported by credible technical or documentary evidence, it follows that the disconnection founded on that disputed amount lacked a lawful basis. A consumer cannot be compelled to settle an unverified and technically unproven charge under the threat or act of disconnection.
42. Further, the Respondent did not demonstrate that it complied with the procedural safeguards envisaged under the Energy Act and applicable service standards, including adequate notice that clearly disclosed the basis of the debt and afforded the Plaintiff a fair opportunity to challenge it.
43. The Authority is guided by the reasoning in ***Mureithi v Kenya Power & Lighting Company Limited [2025] KEET 22 (KLR)***, where it was held that disconnection premised on disputed and unverified billing claims is unlawful and amounts to an abuse of statutory power.
44. In the circumstances, the Authority finds that the disconnection of the Plaintiff's electricity supply on 4th November 2025 and 5th November 2025 was **unlawful**.

iii. ***Whether the Plaintiff is entitled to an award of special and general damages for unlawful power disconnection.***

45. The Plaintiff seeks both special and general damages arising from the unlawful disconnection.
46. With respect to special damages, the law is settled that such damages must be specifically pleaded and strictly proved. This principle was firmly stated in ***Hahn v Singh [1985] KLR 716*** and reaffirmed in ***Coast Bus Service Ltd v Sisco Murunga Ndanyi & 2 Others Civil Appeal No. 192 of 1992***.
47. Although the Plaintiff produced a breakdown of loss suffered in their Statement dated 2nd December 2025 in a document marked as **"MK-5"**, this document does

not establish, with the required degree of certainty, a direct and quantifiable loss attributable to the specific period of disconnection. The figures advanced are unsupported, there are no receipts or documentation to substantiate those figures.

48. Accordingly, the claim for special damages is not proved and therefore fails.

49. As regards general damages, the Authority notes that unlawful disconnection of electricity inevitably causes inconvenience, distress, and disruption, particularly where, as in this case, the consumer had consistently paid bills and actively engaged the licensee in dispute resolution. Kenyan courts have repeatedly recognised that such conduct warrants compensation. In ***Joseph Abraham Kafwa v Kenya Power & Lighting Co. Ltd [2014] eKLR***, the Court awarded general damages for the inconvenience and distress occasioned by unlawful disconnection.

50. Taking into account the circumstances of this dispute, the duration of the disconnection, and the Respondent's conduct, the Authority finds that an award of general damages is justified.

G. FINAL DETERMINATION

42. The Authority has considered the Plaintiff's and Respondent's case and based on the facts and evidence presented and investigations made, therefore makes the following determination:

    a) The Plaintiff is **not liable** to pay the recalculated or outstanding electricity bill of **Kshs. 64,033**, the same having been found to be unsubstantiated and unlawful.

    b) The disconnection of electricity supply by the Respondent on **4th November 2025** in respect of Account Number [redacted] and on **5th November 2025** in respect of Account Number [redacted], was **unlawful**.

    c) The Plaintiff is awarded **Kshs. 100,000** as **general damages** for the inconvenience and distress suffered as a result of the unlawful disconnection.

d) The claim for **special damages** is declined for lack of strict proof.

e) Each party shall bear their own costs of the suit.

f) This Determination is final and binding upon both parties.

g) 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.

DATED AT NAIROBI THIS 16TH **DAY OF** JANUARY **2026.**

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DR. JOHN M. MUTUA, PhD

For: DIRECTOR GENERAL