Energy & Petroleum Regulatory Authority

**IN THE REPUBLIC OF KENYA**

**ENERGY AND PETROLEUM REGULATORY AUTHORITY**

**DISPUTE NO: EPRA/PEACP/CP/4/64704010/25**

**SIMON MOSIORI ONDUTO ......................................................... PLAINTIFF**

**VERSUS**

**KENYA POWER PLC .................................................................RESPONDENT**

**DETERMINATION**

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## A. BACKGROUND

1. The dispute between Simon Mosiori Onduto (Plaintiff) and Kenya Power PLC (Respondent) was first reported to the Authority via a letter dated 21st October 2025 from E.E. Otieno Law & Company Advocates.
2. The dispute relates to alleged erroneous bills on land Tittle number [redacted] registered under Simon Mosiori Onduto.

## B. PLAINTIFF'S CASE

3. The Plaintiff averred that he is the registered owner of the parcel of land known as [redacted] located in Sondu, Kisumu County. He stated that sometime in the 1990s, he erected four residential units on the property to earn a livelihood, which were assigned meter numbers [redacted], [redacted], [redacted], and [redacted] by the Respondent.

4. The Plaintiff averred that he used to receive monthly bills from the Respondent for each unit and would forward them to the respective tenants for settlement and until 2017, they had never experienced any issues with the Respondent regarding billing and payment of electricity bills.
5. The plaintiff asserted that in 2017, the Respondent initiated a change from post-paid meters to a prepaid system. Consequently, the meters were switched to prepaid, and from 10th November 2017, the Plaintiff and his tenants began using prepaid meters to pay for electricity bills, while the post-paid meters were no longer in their custody. The Plaintiff clarified that this transition was not due to their application but was entirely the Respondent's decision.
6. The Plaintiff further averred that the Respondent only migrates consumers from post-paid to prepaid after confirming that all outstanding bills have been settled. They noted that the Respondent inspects premises and approves installation of prepaid meters only after confirming compliance with conditions, including payment of outstanding fees and application charges.
7. The Plaintiff stated that from 10th November 2017, they and their tenants continued using the new meters without any issue until about 2020, when the Respondent claimed that the Plaintiff had outstanding bills related to the old post-paid meters. He added that according to the Respondent, these bills accrued between 10th November 2017 and sometime in 2020.
8. The Plaintiff averred that that the Respondent claimed outstanding arrears as follows:

    i. Meter [redacted] – Kshs. 4,134
    ii. Meter [redacted] – Kshs. 3,582
    iii. Meter [redacted] – Kshs. 322
    iv. Meter [redacted] – Kshs. 394,340

9. The Plaintiff further stated that they disputed these amounts and, through their advocates, denied owing the sums claimed. They added that the Respondent had not provided any justification or explanation for these alleged arrears. The Plaintiff

complained that the Respondent occasionally interrupted power supply to their premises, citing unpaid arrears, but never responded to requests for detailed clarification on how the bills were computed, including dates and locations of meter readings.

10. The Plaintiff emphasized that the meters were the Respondent's property and should have been secured after being switched to prepaid. They argued that the Respondent failed in its duty to prevent tampering, as the bills continued to accrue. The Plaintiff questioned the huge discrepancies in the amounts claimed and noted that the figures suggested tampering or negligence on the Respondent's part.
11. The Plaintiff stated that on 28th August 2025, they wrote to the Respondent demanding an explanation and justification for the alleged bills. They claimed that the Respondent ignored the letter and failed to investigate the matter, causing the plaintiff losses and distress.
12. The Plaintiff finally recorded that the current prepaid meters installed on the property are numbered [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], all installed on 10th November 2017, and meter number [redacted]nstalled on 19th September 2025.
13. The Plaintiff concluded that the Respondent failed to explain where the post-paid meters were stored after being changed or whether they were reused elsewhere, from where the readings were allegedly made, since the plaintiff and their tenants were not using them.
14. The Plaintiff thus stated his prayers as follows:
    i. That the alleged outstanding electricity bills on postpaid meter numbers [redacted], [redacted], [redacted] and [redacted] formerly belonging to the Plaintiff, billed after 2017 are not accurate and therefore null and void.
    ii. The disputed bills of Post-paid Meter numbers [redacted], [redacted], [redacted] and [redacted] after their replacement with Prepaid meters cumulatively

amounting to Kshs. 402,378/= was arrived at without basis, is not legitimate and is not due for settlement by the Plaintiff.

iii. The disconnection of electricity supply to the Plaintiff with respect to [redacted] in Sondu on account of the instant meter numbers and alleged bills thereof is unlawful.

## C. RESPONDENT'S CASE

15. The Respondent admitted that both the Plaintiff and the Respondent operated electricity power supply account numbers [redacted], [redacted], [redacted], and [redacted] but denied that the Plaintiff ever applied for the post-paid meters serving the said accounts to be converted to prepaid tokens, stating that the meters had the same ownership by the company.

16. The Respondent maintained that the Plaintiff's accounts [redacted], [redacted], [redacted], and [redacted] were terminated on 10th February 2016, 20th February 2016, 24th February 2016, and 26th August 2016 respectively due to accumulated unpaid bills. It was further stated that after the termination of these accounts, the Plaintiff acquired other accounts and pre-paid token meters under circumstances for supply of electricity to its premises known as LR No. [redacted].

17. The Respondent asserted that on 13th October 2025, it disconnected power to the Plaintiff's premises on LR No. [redacted] pursuant to section of the Energy Act Cap 308, which allows disconnection of a customer's electricity on account of bills pending on separate accounts. It was also maintained that during the disconnection of electricity at the complainant's premises on LR No. [redacted] on 13th October 2025, the Respondent did not find the post-paid meters for the terminated accounts but instead discovered other meters whose process of application, transfer, or allocation to the complainant and installation was not verified.

18. The Respondent further stated that contrary to the impression created by the Plaintiff that they sought an explanation on how to deal with post-paid meters

through a letter dated 29th August 2025, the post-paid meters were not found on site for verification during the disconnection. It was also maintained that the Plaintiff's request for information on how to handle post-paid meters in the letter of 21st October 2025 was mischievous since the Respondent's staff had visited the Plaintiff's premises on 13th October 2025 and the meters were not found. The Respondent believed that if the post-paid meters were indeed in the Plaintiff's custody, they would have been instrumental in verifying meter readings for confirmation of bills.

19. The Respondent added that on 26th November 2025, they visited the Plaintiff's premises and found that the power earlier disconnected had been reconnected by the Plaintiff, indicating that he was engaging in illegal and unlawful power use. Therefore, the Respondent maintained that the move to disconnect the Plaintiff was justified and that the Plaintiff was liable to pay Ksh. 402,378 for the equivalent electricity units expended.
20. The Respondent indicated reliance on documents provided for the said accounts.

## D. <u>DISPUTE RESOLUTION PROCESS</u>

21. The dispute between Simon Mosiori Onduto (Plaintiff) and Kenya Power PLC (Respondent) was first reported to the Authority via a letter dated 21st October 2025 from E.E. Otieno Law & Company Advocates.
22. The Authority directed the parties to file their submissions regarding the matter via a letter dated 29th October 2025.
23. The Plaintiff filed its submissions dated 4th November 2025.
24. The Respondent filled its submissions and witness statement dated 27th November 2025.
25. The Authority invited parties for a virtual hearing on 15th December 2025, via a letter dated 5th December 2025, during which it gave a directive to the parties to file further submissions regarding the matter to facilitate determination.

26. The Plaintiff filled further submissions dated 19th December 2025 which was filed with the Authority and served upon the Respondent on 21st December 2025.

27. Parties were accorded an opportunity to resolve the dispute amicably, however the issues remained unresolved, necessitating this determination.

## E. ISSUES FOR DETERMINATION

28. Based on the facts, evidence and investigations, the following is the issue for determination:

    i. Whether the Plaintiff is liable to the recalculated/ outstanding electricity bill of Ksh. 402,378.

## F. ANALYSIS OF THE DISPUTE

### i. *Whether the Plaintiff is liable to the recalculated/ outstanding electricity bill of Ksh. 402,378*

29. This dispute hinges on metering traceability and billing integrity.

30. The Plaintiff asserts migration from post-paid to pre-paid meters in 2016, with subsequent consumption via tokens. The Respondent counters that the Plaintiff's post-paid accounts were terminated for accumulated unpaid bills. These conflicting narratives require reconciliation.

31. In ***Mwangi v Kenya Power and Lighting Company [2024] KEET 393 (KLR)*** the Tribunal held that the Respondent (KPLC) has the exclusive responsibility of generating accurate bills and that in the absence of accurate billing, there is no credible basis upon which a purported bill can stand.

32. The arrears stem largely from a retrospective billing adjustment post-2020, akin to back-billing for alleged lost consumption. While lawful under section 159 of the Energy Act, 2019, such adjustments demand a transparent computation trail, including source readings, allocated periods, and tariffs. Without this, the charge is mere artifact, not proven liability.

33. The Respondent's case is weakened by the lack of meter verification. Where billing accuracy is disputed, the licensee must confirm the meter's identity, service history, seal status, and location after any change-out. Failure to properly account for post-paid meters after termination makes it unsafe to attribute consumption and may indicate mapping errors or incorrect billing entries. In ***Seton v Kenya Power &Lighting Company [2025] KEET 26 (KLR)*** similar billing claims were cancelled due to evidentiary gaps arising from faulty meters and negligence by the Respondent.

34. We note that site inspections conducted in 2025 confirmed that the Plaintiff's premises are currently supplied through functional pre-paid meters, some of which are registered in third-party names. Under a pre-paid system, electricity consumption is settled through the purchase of tokens, and retrospective billing cannot arise unless there is clear proof of a parallel post-paid liability. While the existence of third-party meters points to the need for regularisation of the metering arrangements, it does not in itself validate unverified historical arrears.

35. With respect to disconnection, although section 160 of the Energy Act, Cap 314 empowers a licensee to disconnect supply for non-payment, such action must be based on a debt that is accurate, verifiable, and fair.

36. In the present case, the disconnection was founded on disputed historical claims that were unsupported by reliable metering evidence, rendering the action disproportionate. As held in ***Mureithi v Kenya Power and Lighting Company Limited [2025] KEET 22 (KLR),*** disconnection must comply with procedural fairness and applicable service standards.

37. The Respondent further alleges that there was illegal reconnection after termination, which is a serious allegation under the Energy Act, Cap 314. However, in the absence of objective evidence such as inspection reports, tamper findings, or enforcement records, the allegation cannot remedy the underlying billing deficiencies or retrospectively justify the disputed back-bills.

38. In conclusion, the Respondent has failed to demonstrate that the claimed post-paid arrears represent verified electricity consumption after the migration to pre-paid metering. The broken chain of meter custody, lack of a clear adjustment trail, and inconsistencies arising from terminated accounts render the demand by the Respondent unreliable.

39. Accordingly, the Respondent is directed to ensure electricity supply is through lawfully installed pre-paid meters and regularise the site metering to ensure accurate mapping of all meters.

40. Any allegations of illegal reconnection, if pursued, should be addressed separately through the appropriate enforcement mechanisms.

## G. FINAL DETERMINATION

41. 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/ outstanding electricity bill of Ksh. 402,378.
    b) Each party shall bear their own costs of the suit.
    c) This Determination is final and binding upon both parties.
    d) 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 13TH DAY OF JANUARY 2026.**

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**DR. JOHN M. MUTUA, PHD**
**FOR: DIRECTOR GENERAL**