Energy & Petroleum Regulatory Authority

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Our Ref: EPRA/PEACP/CP/4/67172801/2026/EW/pm 30th March 2026

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RE: DETERMINATION ON THE DISPUTE BETWEEN MARGARET ELLOGA, SHARON MINYOSO AND KENYA POWER & LIGHTING COMPANY PLC

The above subject matter refers.

The Energy Act, Cap 314 gives powers to the Energy and Petroleum Regulatory Authority (the Authority), to investigate and determine complaints or disputes between parties over any matter relating to licenses and license conditions.

Please find attached the Authority's determination on this matter for your information and reference.

Daniel Kiptoo Bargoria, MBS, OGW
FOR: DIRECTOR GENERAL

Encls.

IN THE REPUBLIC OF KENYA

ENERGY AND PETROLEUM REGULATORY AUTHORITY

DISPUTE NO: EPRA/PEACP/CP/4/67172801/26

SHARON MINYOSO suing on behalf of the Estate of MARGARET ELOGA (DECEASED).. PLAINTIFF

VERSUS

KENYA POWER PLC ....RESPONDENT

DETERMINATION

A. BACKGROUND

1. The dispute between Sharon Minyoso , Margret Eloga (Deceased) and Kenya Power PLC (Respondent) was first reported to the Authority on 26th January 2026 through a letter from Nelson Ogeto Advocates.
2. The dispute relates to alleged unlawful billing on account number 29713247 and 177452598.

B. PLAINTIFF'S CASE

3. The Plaintiff (Sharon Minyoso), in her submissions stated that on 12th November 2025, she visited the Respondents Mbale Offices (Vihiga–Western Region) with the sole intention of applying for a new electrical meter to meet the energy needs of her commercial premises, which include a posho mill and an additional kiosk.
4. The Plaintiff further submitted that on the same date, she also sought to have Electrical Meter Account Number **29713247**, belonging to the late Margaret Elloga

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Kanaiza, closed and surrendered. She stated that the meter, associated with the estate of the deceased, had been faulty for more than seven years during the deceased's lifetime.

5. The Plaintiff asserted that electrical meter account number 29713247 had always been faulty during the deceased's lifetime and that this issue had repeatedly been brought to the attention of the Respondent's representatives at the Mbale Vihiga Offices.
6. The Plaintiff reported that the same meter had been rendered obsolete by the Respondent's offices in Mbale, with the last reading taken in 2018, where it showed outstanding bill arrears of KES 15,000. She added that they had not inspected the meter for more than seven years and that all arrears relating to its use had been settled in due course.
7. The Plaintiffs averred that the said meter (Account Number 29713247) had never been operational or in use on the premises for more than seven years before the deceased's death on 28th October 2020.
8. They stated that succession to the estate of Margaret Elloga Kanaiza was undertaken in Vihiga Law Courts under Succession Cause Number E083 of 2023, and a confirmed grant was issued on 19th April 2024.
9. The Plaintiff added that gazettement of the estate occurred on 17th November 2023 through Gazette Notice Vol. CXXV-No. 246 (Special Issue), inviting claims from potential beneficiaries and creditors before the grant was confirmed.
10. The Plaintiff further submitted that during the succession process, no creditor lodged any claim against the estate not even the Respondent. They argued that no arrears or debt were owed to the Respondent by the estate.
11. The Plaintiff averred that court documents relating to the estate were presented to the Respondent's Mbale Vihiga Office, where an official acknowledged receipt and gave assurance that all claims related to Account Number 29713247 would be closed to allow the Plaintiff to obtain a new functioning meter.

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12. The Plaintiff averred that contrary to the governing laws, a Respondent's official coerced and misrepresented facts to the plaintiff, forcefully compelling her to execute a contract over electrical meter account number 29713247.

13. The Plaintiff stated that because of that coercion, she was unlawfully compelled to pay KES 15,000 in alleged arrears for the obsolete meter. She was further required to pay KES 5,000 for a new meter, both payments being made on 12th November 2025.

14. The Plaintiff stated that she was subsequently issued with a new Electrical Meter Account Number 177452598 for her premises, which went into use and consumption, and which was successfully installed by the Respondent. She reiterated that she had surrendered the old defective meter belonging to the deceased and was unlawfully coerced into paying KES 15,000.

15. The Plaintiff added that on 13th January 2026, she was shocked to learn that her new meter (Account Number 177452598) had been burdened with arrears emanating from the old account, now amounting to KES 380,298.

16. The Plaintiff stated that this prompted her to visit the Respondent's Mbale Offices on 5th January 2026 for redress, where she was informed that the liabilities of KES 380,298 were attributable to the estate of the deceased and that she had been deceived into paying charges for a meter that did not belong to her.

17. The Plaintiff therefore prays for:

    i. Cancellation and repudiation of the contract transferring liabilities amounting to KES 380,298 from Electrical Meter Account Number 29713247 to her.

    ii. Refund of KES 15,000 unlawfully charged to her over Meter Account Number 29713247.

    iii. Discarding of the alleged electrical bill of KES 380,298 unlawfully transferred to Meter Account Number 177452598.

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iv. A declaration that Electrical Meter Account Number 177452598 is rightfully owned by her and is distinct from Meter Account Number 29713247, which belongs to the estate of the deceased.

v. An order halting any attempt to disconnect electrical power supply to Meter Account Number 177452598 pending determination of the dispute.

vi. Award of punitive and exemplary damages.

vii. Costs of the suit.

18. The Plaintiff further filled a rejoinder to the Respondents submissions in which she sought for additional reliefs as listed below:

i. General damages of KES 2,500,000.

ii. Warning to the Respondent to align their policies in relation to Consumers with the governing laws of Kenya.

C. RESPONDENT'S CASE

19. In the Respondent's submissions, Mr. Joseph Juma Mang'oli, swore an affidavit confirming that he is an employee of the Respondent and is duly authorized to respond on its behalf.

20. He stated that the Respondent had already reconnected electricity supply to the Plaintiff as directed by the Authority.

21. The Respondent submitted that it supplied electricity to the late Margaret Elloga Kanaiza through Account Number 29713247, using meter number 60451335, which had been in use from installation and electricity was consumed regularly through it.

22. The Respondent stated that from around May 2018, the meter reading stagnated at 3,486 units because staff could not access the meter for reading.

23. The Respondent further stated that during the same period, the Plaintiff was servicing debt on the account and that as at September 2018, the system showed a pending balance of KES 14,927.92, which also reflected in the Respondent's last meter reading records.

24. The Respondent stated that on 12th November 2025, the Plaintiff, Sharon Minyoso, visited the Respondent's Mbale Office and informed the staff that she was the administrator of the estate of the deceased and wished to close Account Number 29713247.

25. The Respondent stated that the Plaintiff also wished to open an account at the same premises, which she had inherited, and wanted the account in her name for running her two shops (a posho mill and a kiosk).

26. The Respondent stated that upon checking the system, it was established that Account Number 29713247 had an outstanding balance of KES 14,927.92 attributed to the estate of the deceased. It was also established that the last meter reading on meter number 60451335 had been taken in May 2018.

27. The Respondent stated that the Plaintiff was informed that any balance in the deceased's account would be transferred to her as the administrator and beneficiary of the estate, and that she would have to clear all bill arrears.

28. The Respondent also stated that the Plaintiff was informed that to open an account under her name on the same meter, she needed to clear all outstanding bills owed by the deceased and pay KES 5,000 as account opening fees.

29. The Respondent stated that the Plaintiff confirmed that she was aware of the KES 15,000 balance on the deceased's account and that the meter was not in use. The Respondent indicated that she agreed to pay the KES 15,000 arrears and the KES 5,000 account opening fee.

30. The Respondent submitted that relying on the Plaintiff's statement that the meter was not in use, its staff proceeded to open a new account under her name — Account Number 177452598, tied to meter number 60451335.

31. The Respondent stated that the Plaintiff was also informed that meter number 60451335 was outdated and would be removed and replaced with a new smart meter.

32. The Respondent stated that after payment, its staff visited the premises to remove the old meter and install a new one.

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33. The Respondent further stated that the old meter was found at the premises idle and not connected to power supply. When energized, it recorded a reading of 22,625 units.

34. It was submitted that the difference between 22,625 units (newly captured reading) and 3,486 units (last reading in May 2018) was 19,139 units, translating to a bill of KES 377,798. The Respondent stated this consumption belonged to the Plaintiff as the administrator and beneficiary of the deceased's estate.

35. The Respondent maintained that the bill of KES 377,798 represented actual electricity consumption during the period when the Respondent's staff could not access the meter. It argued that the bill was valid and correctly due and that the Plaintiff should be compelled to pay it. It added that the Respondent should be free to disconnect her power supply or take other recovery measures if she failed to pay.

36. The Respondent stated that since May 2018, there had been no payment for electricity consumption on meter number 60451335. It dismissed the Plaintiff's claim that the meter was faulty or obsolete, stating that the alleged faults had never been reported to its offices.

37. The Respondent stated that since May 2018, there had been no payment for electricity consumption on meter number 60451335. It dismissed the Plaintiff's claim that the meter was faulty or obsolete, stating that the alleged faults had never been reported to its offices.

38. The Respondent concluded by stating that the estate of the deceased had not paid electricity bills amounting to KES 376,778 from May 2018 to date, and that since the Plaintiff was the administrator and beneficiary, the liability rightfully fell on her.

D. DISPUTE RESOLUTION PROCESS

39. The dispute between Sharon Minyoso , Margret Eloga (Deceased) and Kenya Power PLC (Respondent) was first reported to the Authority on 26th January 2026 through a letter from Nelson Ogeto Advocates.

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40. The Authority directed the parties to file their submissions regarding the matter via a letter dated 3rd February 2025.

41. In the said letter, the Respondent was directed to reconnect power supply to the Plaintiff's premises pending hearing and determination of the dispute.

42. The Respondent filled its submissions dated 19th February 2026.

43. The Plaintiff filed a rejoinder to the Respondents submissions dated 20th February 2026.

44. The Authority invited parties for a hearing on 5th March 2026 via a letter dated 25th February 2026.

45. During the hearing, both parties were given an opportunity to amicably resolve the subject dispute; however, they failed to reach any agreement. Consequently, the Authority proceeded to render a determination on the matter.

E. ISSUES FOR DETERMINATION

46. From the pleadings and evidence presented, the following issues arise for determination:

    i. Whether the Respondent lawfully transferred historical arrears from the deceased's account (29713247) to the Plaintiff's new personal account (177452598).

    ii. Whether the Plaintiff was coerced into paying Kshs. 15,000 towards the deceased's account and whether she is entitled to a refund.

    iii. Whether the Plaintiff is entitled to the declaratory and injunctive reliefs sought, including the halting of disconnection and a declaration of distinct ownership of the two accounts.

    iv. Whether the Plaintiff is entitled to general, punitive, and exemplary damages and costs of the suit.

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F. ANALYSIS OF THE DISPUTE

i. **Whether the Respondent lawfully transferred historical arrears from the deceased's account (29713247) to the Plaintiff's new personal account (177452598).**

47. The core of this dispute lies in the distinction between the estate of a deceased person and the personal liability of an administrator or beneficiary. The Respondent's actions blended these two distinct legal entities.

48. The Plaintiff, Sharon Minyoso, approached the Respondent in her capacity as the administrator of the estate of Margaret Eloga. Her intention was twofold: to close the deceased's account and to open a new account in her personal name for her commercial premises.

49. The Respondent's own submissions confirm that the Plaintiff paid the known outstanding balance of approximately Kshs. 15,000 on the deceased's account, which the Respondent treated as a settlement of the estate's known debt.

50. The significant issue arose when the Respondent, after the fact, calculated a new liability of Kshs. 377,798 based on an energized reading of the old meter and transferred this debt to the Plaintiff's new personal account.

51. We find that the Respondent's transfer of the Kshs. 377,798 debt was unlawful. It conflated the Plaintiff's role as an administrator with personal liability. The debt, if valid, is a claim against the estate of Margaret Eloga and should be pursued through the succession process as provided by the Law of Succession Act. The Respondent had no legal or contractual basis to unilaterally attach this disputed legacy debt to a new account opened in the Plaintiff's personal name. The Plaintiff's new account should have been a clean slate.

ii. **Whether the Plaintiff was coerced into paying Kshs. 15,000 towards the deceased's account and whether she is entitled to a refund.**

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52. The evidence shows that the Plaintiff paid Kshs. 15,000 to "clear" the arrears on the deceased's account. She did this under the impression that it was a prerequisite to closing that account and opening a new one. The Respondent's own narrative confirms this was a condition for opening the new account.

53. Under contract law, for an agreement to be valid, consent must be free. Coercion, undue influence, or fraud vitiate consent. Here, the Respondent used its position as the sole supplier of electricity to impose a condition pay the estate's debt to obtain a new service. The Plaintiff had no practical choice but to pay, as she needed electricity for her business. This amounts to economic duress, rendering the payment for the deceased's account involuntary and thus recoverable.

iii. **Whether the Plaintiff is entitled to the declaratory and injunctive reliefs sought.**

54. Given the finding that the transfer of debt was unlawful, the Plaintiff is entitled to the declarations sought. A declaration that the two accounts are distinct and that the new account is rightfully hers is necessary to prevent future harassment by the Respondent. Furthermore, the order halting disconnection, which was granted earlier, should be made permanent to protect the Plaintiff's consumer rights pending the resolution of any legitimate claim the Respondent may choose to pursue against the estate.

iv. **Whether the Plaintiff is entitled to general, punitive, and exemplary damages and costs of the suit.**

55. The Plaintiff is entitled to general damages for the stress, inconvenience, and the unlawful billing. The Respondent's conduct was oppressive and high-handed. It used its market power to coerce payment and then, after a fresh start was agreed upon, it unilaterally imposed a massive debt on the Plaintiff's new account. Such conduct is deserving of an award of exemplary damages to deter the Respondent and other utilities from engaging in similar coercive and arbitrary billing practices.

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G. FINAL DETERMINATION

56. 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) It is hereby declared that the Respondent unlawfully and without a legal basis transferred historical arrears associated with Account Number 29713247 (belonging to the Estate of Margaret Eloga Kanaiza) to the Plaintiff's Account Number 177452598.

b) It is hereby declared that Account Number 29713247 is the sole responsibility of the Estate of Margaret Eloga Kanaiza, and Account Number 177452598 is a distinct and separate account belonging to the Plaintiff, Sharon Minyoso, in her personal capacity.

c) The Respondent is hereby permanently restrained from disconnecting or electrical power supply to the Plaintiff, in relation to the pending power bill in this matter.

d) The Respondent shall pay the Plaintiff general damages in the sum of Kshs. 50,000, within 30 days of this Determination, for the inconvenience, stress, and financial duress caused by the unlawful billing practices.

e) Each party shall bear its own costs of the dispute.

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 30TH **DAY OF** MARCH **2026.**

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DANIEL KIPTOO BARGORIA, MBS, OGW
DIRECTOR GENERAL