IN THE REPUBLIC OF KENYA

ENERGY AND PETROLEUM REGULATORY AUTHORITY

DISPUTE NO: EPRA/PEACP/CP/4/ 67262727/26

FAITH MARIE .... PLAINTIFF

VERSUS

KENYA POWER & LIGHTING COMPANY PLC .... RESPONDENT

DETERMINATION

A. BACKGROUND

1. The matter between Faith Marie (Plaintiff) and Kenya Power & Lighting Company, PLC (Respondent) was first reported to the Authority as a Complaint via a letter dated 31st January 2026.
2. The Authority consequently advised the Plaintiff to properly file dispute documents and or submissions and serve the same to the Respondents via a letter dated 4th February 2026.
3. The dispute relates to alleged wrongful billing and disconnection of electricity on meter number [redacted]

B. PLAINTIFF'S CASE

4. The Plaintiff, Faith Marie Nalando, submitted that she has been a lawful consumer of electricity supplied through a prepaid meter for a period exceeding five years without incident. On 8th December 2025, officers purporting to act on behalf of the

Respondent removed the said meter without proper identification, explanation, or lawful authority.

5. The Plaintiff averred that one of the Respondent's officers, assaulted her and demanded payment in exchange for the return of the meters.
6. The Plaintiff stated that she duly reported the matter to the police and to Respondent's security department, thereby demonstrating her commitment to lawful redress.
7. The Plaintiff further averred that one of the meters was debited under label "20," a designation she disputes as erroneous. Despite her request for a written explanation and liability forms, none were furnished by the Respondent, thereby denying her the procedural fairness owed to a consumer.
8. The Plaintiff noted that her landlord subsequently issued a consent letter authorizing a change of ownership to her name. However, she contended that the previous tenant had vacated the premises and that ownership records were untraceable.
9. The Plaintiff emphasized that the meters had been installed prior to her occupation of the premises, and that the dispute arose from succession and ownership irregularities beyond her control.
10. The Plaintiff submitted that she had been subjected to unfair treatment by the Respondent, both procedurally and substantively, and that her rights as a consumer had been violated.
11. The Plaintiff sought redress from the Authority, including restoration of her meter, accountability for the officers involved, and protection of her consumer rights.
12. The Plaintiff further responded to the Respondent's Preliminary objection dated 19th March 2026 stating that it was misplaced, lacked legal foundation and was intended to defeat justice and thus sought the following prayers:
    i. The Respondent's Preliminary Objection be dismissed with costs
    ii. The matter proceeds to full hearing on merit

iii. The Respondent be ordered to restore electricity supply and/or return the removed meter pending determination of the dispute.

iv. Grant of any other relief that the Authority might deem just and fit.

C. RESPONDENT'S CASE

13. The Respondent was represented by Cynthia Awuor who stated that she was an employee of the Kenya Power & Lighting Company PLC and was fully conversant with the facts of the matter and was therefore authorized to swear the affidavit on behalf of the Respondent. She further stated that she had read and understood the complaint lodged by the Plaintiff and wished to respond to the allegations.
14. The Respondent stated that on 24th November 2025, during a routine inspection in Mumias near St. Mary's Hospital, its staff visited the Plaintiff's business premises. They reported that upon inspecting the electrical installation, they established that the meter at the premises had been bypassed and that the Plaintiff's hotel and shop businesses were consuming electricity on direct supply.
15. The Respondent further stated that its staff proceeded to disconnect the Plaintiff's electricity connection. The Respondent added that an altercation ensued, during which the Plaintiff physically assaulted a staff member, and the matter was later reported at Mumias Police Station.
16. The Respondent stated that a defective installation note was subsequently issued but later torn by the Plaintiff. She added that a digital copy had nevertheless been retained and that the Plaintiff had been advised to visit the Respondent's offices to sign a liability form for purposes of billing consumed units.
17. The Respondent stated that on 8th December 2025, its officers revisited the Plaintiff's premises for follow-up and were surprised to find that the Plaintiff had reconnected the supply and was once again consuming electricity on direct supply without the Respondent's knowledge or consent.
18. The Respondent averred that its officers again disconnected the electricity supply.

19. The Respondent added that after the second disconnection, the Plaintiff visited its office in Kakamega seeking resolution and restoration of supply.

20. The Respondent stated that during the process of signing the liability forms and conducting further investigations, it was established that the meters installed at the premises did not belong to either the Plaintiff or the landlord.

21. The Respondent stated that further verification revealed that Meter Number [redacted] was registered to an individual whose registered supply location is in Kakamega, Jua Kali.

22. The Respondent averred that the registered owner of the said meter had reported that it was stolen approximately five years earlier and had never been installed at the Plaintiff's premises.

23. The Respondent stated that according to its records, the account for Meter Number 14250916633 had been terminated and no electricity should have been consumed under that account.

24. The Respondent added that the same meter was found supplying the lighting load at the Plaintiff's shop premises.

25. The Respondent stated that another meter found on the premises (Meter Number 37150974535) was registered to a separate individual in Kanyakwar, Kisumu.

26. The Respondent indicated that this second meter was supplying both the hotel and shop sockets at the Plaintiff's premises.

27. The Respondent stated that the Respondent billed the Plaintiff a total of Kshs 179,968 for electricity consumed while on an illegal and direct supply.

28. The Respondent denied the Plaintiff's allegation that the Plaintiff had been unfairly pressured to sign liability forms, stating that the documentation formed part of the standard procedure required in cases involving irregular and direct connection to electricity.

29. The Respondent further stated that the Plaintiff had not provided proof of ownership or lawful installation of the meters despite being asked to do so.

30. The Respondent stated that the Respondent's actions of inspecting premises, disconnecting supply, verifying ownership of meters, and billing the Plaintiff were lawful and fell within the Respondent's mandate to prevent unlawful consumption of electricity.
31. The Respondent stated that the Plaintiff's complaint was misconceived and intended to mislead the Authority.
32. The Respondent submitted that the Plaintiff's complaint should be dismissed with costs and that the Plaintiff should be ordered to pay Kshs 179,968 for actual electricity consumption.
33. The Respondent further submitted that the Respondent should be free to pursue all legal avenues to recover the said amount.

E. DISPUTE RESOLUTION PROCESS

34. The matter between Faith Marie (Plaintiff) and Kenya Power & Lighting Company, PLC (Respondent) was first reported to the Authority as a Complaint via a letter dated 31st January 2026.
35. The Authority consequently advised the Plaintiff to properly file dispute documents and or submissions and serve the same to the Respondents via a letter dated 4th February 2026.
36. The Plaintiff filled her submissions via email dated 6th February 2026.
37. The Respondent filled its submissions and dispute documents dated 10th March 2026.
38. Consequently, the Plaintiff filed a response to the Respondents replying affidavit dated 16th March 2026.
39. The Authority then invited parties for a virtual hearing on 19th March 2026, vide a letter dated 11th March 2026.
40. During the hearing, the issues remained unresolved prompting the Authority to direct parties to file concurrent responses addressing the Respondent's Preliminary

Objection and the substantive issues in dispute after which it rendered its determination on the matter.

F. ISSUES FOR DETERMINATION

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

    i. Whether the Plaintiff has the requisite legal standing ***(locus standi)*** to bring this complaint against the Respondent, given the Respondent's assertion that there is no contract between them.

    ii. Whether the Plaintiff is entitled to the reliefs sought.

G. ANALYSIS OF THE DISPUTE

i. **Whether the Plaintiff has the requisite legal standing *(locus standi)* to bring this complaint against the Respondent, given the Respondent's assertion that there is no contract between them.**

42. The issue of the Plaintiff's locus standi took centre stage during the hearing of the dispute as it was evident that the Plaintiff does not have a supply contract with Kenya Power.

43. In *Law Society of Kenya v Commissioner of Lands & 2 others [2001] KEHC 831 (KLR*) the Court held as follows:

    "The first point to be decided is whether the plaintiff has the necessary locus-standi to file and prosecute the suit. Locus-standi signified a right to be heard. A person must have a sufficiency of interest to sustain his standing to sue in a Court of law. That was the holding in BV Narayana Reddy –vs- State of Kamataka Air (1985)

44. Similarly in ***Pawa Africa v Co-operative Bank & 2 others (Civil Appeal E029 of 2023) [2025] KEHC 11119 (KLR)*** the Court held as follows:

"The term locus standi means a right to appear in court and conversely to say that a person has no locus standi means that he has no right to appear or be heard in such and such proceedings.

A claim that a party lacks locus standi is a pure point of law and one that needs to be raised and determined at the earliest opportunity.

27. From the pleadings, it is evident from the proceedings that the proprietor of the suit property is Caroline Gichuki. Furthermore she is the one who took out a loan thereby entering into a contract with the 1st respondent. Furthermore, to secure the loan, she put up her property up for collateral which charge amounts to a contract between the lender and borrower. Thus, nowhere has the appellant shown us that he is the proprietor of the said land or whether he was a borrower of the loan or a guarantor of the same. Furthermore, the alleged hefty interest rates that the appellant alleges have been imposed on the borrower do not affect him in any way or form.

Privity of contract stipulates that a contract cannot consent rights or impose obligations on any person other than the parties to the contract. Therefore the appellant cannot sue the respondents based on a charge entered into between the 1st respondent and the said Caroline Gichuki.

Order 9 Rule 1 of the Civil Procedure Rules 2010 stipulates that a party can sue through his or her recognized agent. Rule 2 of the Rules provides the recognized agents to include persons holding powers of attorney who can only act with the approval of the court.

In the instant case, the plaintiff is not a recognized agent of Caroline Gichuki as he does not have powers of attorney and neither did they obtain approval from the court to sue on her behalf either under Order 9 Rule 1 of the Civil

Procedure Act or under the Mental Health Act depending on the nature of incapacity affecting the subject."

45. Accordingly, pursuant to doctrine of privity of contracts and the provisions of the Civil Procedure Rules, the Authority is constrained from determining this matter on its merits, as the Plaintiff does not have a supply contract with Kenya Power.

H. FINAL DETERMINATION

46. 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's dispute is hereby struck out as the Plaintiff lacks locus standi.
   b) Each party shall bear its own costs of the dispute.
   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 ...9th... DAY OF ...April...2026.

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DR. (ENG.) JOSEPH OKETCH, PHD, CE

Ag. DIRECTOR GENERAL