

THE REPUBLIC OF UGANDA
THE ELECTRICITY DISPUTES TRIBUNAL
EDT COMPLAINT No. 11 OF 2013

Dr. BEYAZA TITO _____ **COMPLAINANT**

Versus

UMEME LIMITED _____ **RESPONDENT**

CORAM

- | | | |
|--------------------------|---|---------------|
| - Mr. Charles Okoth-Owor | - | Chairperson |
| - Mr. Anaclet Turyakira | - | Vice Chairman |
| - Eng. Dr. M. Musaazi | - | Member |

Clerk: Mr. Michael Sanya

Complainant's Counsel: Mr. Paul Muhimbura


Respondent's Counsel: Ms. Priscilla Namusikwe

JUDGMENT

The parties sought from the tribunal the resolution of the following issues:-

1. Whether the Respondent's disconnection of the Complainant's electricity supply was lawful.
2. Whether the Complainant is entitled to the remedies sought.

The Complainant sought for the following remedies:

 14/4/2016

- i. A declaration that the actions of the Respondent by disconnecting power supply to the Complainant's premises was unlawful.
- ii. An order that the Complainant be paid:
 - a) A refund of Ug Shs 1,956,500/=
 - b) General damages of Ug Shs 15,000,000/=
 - c) Costs of Ug Shs 5,000,000/= and disbursements of Ug Shs 3,000,000/=.

The remedies sought by the Complainant relate to and arise from the act of the Respondent to disconnect power supply to the Complainant's premises, which act the Complainant deemed to be unjustified and unlawful. The Complainant had to pay Ug Shs 1,956,500/= to the Respondent, as a fraud bill, before the Respondent could reconnect power to his premises. The Respondent described the fraud bill as payment for previously unmetered electricity allegedly consumed on the Complainant's premises, following what the Respondent described as discovery of meter bypass on the Complainant's property described below.

The Complainant is the proprietor of a block of apartments situated in Kyebando, Kisalosallo Village, Kawempe Division. The block comprises eight (8) apartments, each with its own meter, to measure electricity consumed in the respective unit.

The Complainant stated that the Respondent's servants and agents from its Wandegeya Office (under which Jurisdiction his premises fall) called at his said premises on 11th July 2013 and took away three (3) of the eight (8) Meters. That the said officials left behind a Notice dated 11th July 2013, which is exhibit "CE1" wherein they stated as follows; "Meter taken for testing and Report to Wandegeya office" The said Respondent's servants thereupon disconnected power from the building. On the next date, 12th July 2013, the Complainant called at the Respondent's Wandegeya office and was allegedly told by the Respondent's officials that the 3 meters had been tested and found to have no fault but that there was found at his building a wire that was by passing the meters. That he

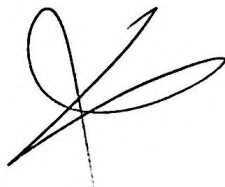


was told that this meant that the electricity being consumed on the premises was not being metered; which act amounted to power theft. Complainant stated that the Respondent's officials played for him a video recording on a small camera in which he saw a thin wire hanging from a box, which wire he estimated to be about 1.5mm in diameter. The Respondent's official at Wandegeya informed the Complainant that power was being stolen at his building through this wire by pass.

The Complainant claims to have thereafter gone back to the apartment with persons he claimed were also electricians, to help him understand what the problem might be. He claimed that these electricians, one Eng. Kataho from Mulago Hospital and his own electrician, one Sebowa found no problem nor did they sight any wire that could have been used to steal power. He thereafter met the Respondent's Wandegeya Manager, one Hajji Hussein on the following Monday, 15th July 2013. The said manager after hearing out the Complainant decided to re-install power to the block. The re-connection of power was done that same day. The Manager also instructed that the meters be re-located to a pole which is outside the perimeter wall of the apartments and out of the reach of the Complainant and or his tenants. No allegation of fraud, power theft or demand for a fine or anything of the sort was made on the complainant or his tenants at the time.

The apartments enjoyed power from the said 15th July 2013 until 29th October 2013 when the Respondent disconnected four (4) of the tenants and gave them what the Complainant claimed were exorbitant bills as shown below.

- o Tenant operating Account No. 200316429 was asked to pay Ug Shs 1,139,245/= as per the notice "CE2".
- o Tenant Operating Account No. 200316428 was asked to pay Ug Shs 1,139,245/=, by "CE4" – a demand notice.
- o Tenant Operating Account No. 200379578 was asked to pay Ug Shs 1,429,430/=, by "CE7" – a demand notice.
- o Tenant Operating Account No. 200316300 was asked to pay Ug Shs 172,315/=, by "CE3" a demand notice.



All tenants reportedly claimed to have been paying their respective bills regularly and objected to payment of these bills. The Complainant claimed that account holder No. 200316300 had in any case long cleared her bill and vacated the apartment. The Respondent's officials reportedly told them in response, that these bills arose from their consumption of unmetered electricity which had earlier been discovered on 11th July 2013. Complainant informed the tribunal that he thereafter obtained printouts of the power consumption before and after the re-location of the power meters unto the pole, for the 4 affected tenants. He claimed to have observed that their respective consumption of power after the relocation to the pole had not varied from that before their meters were re-located to the outside pole. The readings before July 15, 2013 were relatively the same as the readings from July to October 2013, with the exception of the amounts, fraud billed. He made reference to the following power consumption print-outs being the four (4) accounts upon which fraud bills were imposed:

- Print outs CE2 (i) (ii) & (iii) for account No. 200316429
- Print outs CE5 (i) (ii) & (iii) for account No. 200316428
- Print outs CE7 (i) (ii) & (iii) for account No. 200379578
- Print outs CE3 (i) (ii) & (iii) for account No. 200316300

He testified to having raised this matter with the Managing Director of UMEME Ltd, the Respondent Company, but to no avail after which he escalated it to the Electricity Regulatory Authority.

He claimed that about four weeks later, the Respondent Company reduced the fraud bill from about Shs 4m to Ug 1,956,500/= which he paid on 20th November 2013 to the Respondent. He claimed to have done this so as to enable power to be restored to his tenants who were now threatening to quit his building because of absence of power.



He claimed to have paid without admitting liability for the alleged meter tampering or wire by-pass. During cross examination by Ms. Priscilla Namusikwe, Counsel for the Respondent; the Complainant reiterated that each apartment has its meter and each one paid their own electricity. He also stated that he does not reside on the premises, although he visits the apartments two to three times a week. He conceded that he does not have any control over any of his tenant's actions and that it is possible that a tenant may have the interest to bypass a meter. He re-affirmed that he never at any one time ever saw any green wire at the meter boxes on his building. He clarified that of the four (4) tenants upon whom fraud bills were imposed; only one who was charged Ug Shs 172,000/= paid and that this was before the fraud bill was served and that in any case the amount was within her normal range of consumption. He asserted that he and not the tenants paid the revised fraud bill of Ug Shs 1,956,500/=.

Complainant argued that there was never any power theft or meter by pass. This fact was in his belief, borne out by the fact that on 15th July 2013, the Respondent took the meters off the premises and placed them on a pole which was outside the Complainant's boundary wall and yet when they later disconnected four of his tenants on 29th October 2013 (2^{1/2}months later), the meter readings before 15th July 2013 and those from 15th July 2013 up to 29th October 2013 the date of the disconnection, showed no significant variations in power consumption of the four tenants. Secondly, when he was required to report to the Respondent's office at Wandegeya on 12th July 2013, the reason given on "CE1" was meter testing; and that upon reporting to the Respondent's office at Wandegeya, he was told that the meters had been tested and found not to have been tampered with, but that a new allegation/offence of "meter bypass" now cropped up from the Respondent.

He was now told that the Respondent's field team had on 11th July 2013 found a wire-by-passing the meters at the building and therefore theft of power had been going on. He felt that this was a false story fabricated by the Respondent's officials, after they found that the meters had not been tampered with and yet they had already disconnected his power. He also claimed that he never received a written complaint from the Respondent stating to him that there was any meter bypass at his premises.



Additionally Complainant submitted that the fact of the Respondent failing to produce a report of the findings of the Field Team, of the alleged power theft was evidence of the none existence of such an event/occurrence.

Complainant's Counsel submitted the following documents as exhibits:

- CE 1' – a Notice to Consumer dated 11th July 2013 in respect of Account No. 200316428; meter taken for testing being the reason for visiting the premises on 11th July 2013.
- CE2' – a Disconnection Notice No. 138391 dated 29th October 2013 in respect of Contractor Account No. 200316429 indicating Ug Shs 1,139,245/= as amount due, together with a bundle of consumption readings CE2 (i), (ii) & (iii).
- CE3' – a Umeme Bill dated 3rd September 2013 in respect of Account No. 200316300 for consumption period 03rd August 2013 to 03rd September 2013 indicating Ug Shs 188,207/= as the amount due, together with a bundle of consumption readings CE3 (i), (ii) & (iii).
- CE4' Umeme Bill dated 17th November 2013 for Account No. 200316428 for the period between 03rd October 2013 to 05th November 2013 indicating as amount due Ug Shs 1,231,272/=, together with a bundle of consumption readings CE4 (i), (ii) & (iii)
- CE5' Demand for payment for Energy loss on Account No. 200316428 due to direct connection – Meter Bypass from 09th September 2012 to 09th October 2013 indicating as amount demanded the sum of Ug Shs 1,069,611/=, with a bundle of various consumption reading attachments CE5 (i), (ii) &(iii)
- CE6' Demand for payment for Energy Loss on Account No 200379578 due to direct connection – Meter bypass from 09th September 2012 to 09th October 2013, indicating the sum of Ug Shs 1,334,505/= as due,
- CE7 Umeme Energy Bill in respect of the same Account No 200379578 for the period 03rd September 2013 to 03rd October 2013 for Ug Shs 1,427,429/= and a bundle of consumption readings for the same account number CE7 (i), (ii) &(iii)



The Complainant was the only witness to testify for his case. Umeme Ltd, the Respondent Company on other hand produced two (2) witnesses to testify in its favor. The essence of the Respondent's argument was that; in disconnecting the Complainant's meters and imposing fraud bills before electricity could be re-connected, the Respondent was carrying out its duties in a lawful and professional manner. It was therefore not responsible for the loss suffered by the Complainant, if any!

Briefly the Respondent's case was that on 11th July 2013, while its employees were carrying out site visits in the course of its power audit operations, they found that some of the meters that supplied electricity to the Complainant's 8 unit apartment building had been tampered with in order to illegally supply electricity to the apartment units. The Respondent thereafter issued a disconnection notice to the Complainant, disconnected his power supply and transferred the meters out of the tenant/Complainant's reach. The law under which the Respondent purported to act is **The Electricity (Primary Grid Code) Regulations of 2013**, particularly;

Regulations 7.5.1 (d) which provides as follows:

A consumer shall not-


(d) tamper with, or permit tempering with, the meter or associated equipment

(e) bypass, or allow electricity supplied to the supply address to bypass the meter.

Regulations 7.6.1 (a) which provides as follows

Where a consumer has obtained supply otherwise than as permitted by this Code, the licensee may-

(a) estimate the usage for which the consumer has not paid.



Regulations 7.6.1 (c) which provides as follows


(c) take action in accordance with Part 15.0 to disconnect supply to the consumer's premises

Regulations 15.5.1 which provides that, *"notwithstanding any other clause in this Part, a licensee may disconnect supply to a consumer's supply address immediately where the consumer has obtained the supply of electricity at the supply address otherwise than in accordance with this Code"*.

One Patrick Fred Lubega (RW1), testifying for the Respondent, stated that he is employed by the Respondent as a Metering Engineer in charge of commercial losses. He had worked with the Respondent Company for 8 years and prior to that worked with Uganda Electricity Board, its predecessor since 1996. He informed the tribunal that his main role is to ensure that power bought from Uganda Electricity Transmission Company is sold at 100% and not stolen. He also dealt with testing and installation of meters. He had been stationed at the Respondent's Wandegeya office since April 2011. He testified that the Respondent launched a project in 2013 aimed at reducing commercial losses. The project involved visiting installations and auditing them. A team that he dispatched visited a block of apartments located at Kyebando, which belonged to one Dr. Tito Beyaza. He testified that the team observed and reported back to him that there were 8 meters on the site and that on one of the circuit breakers, there was green wire measuring about 4.0mm² cross section area, through which unmetered power was passing into the building. That although one of the circuit breakers had tripped yet the building had power, which for the Respondent, meant the occupants of the premises were getting power through the alternative green cable.

RW1 sought to introduce video and photographic evidence of the said green cable. This was rejected by the tribunal at the instance of Counsel Paul Muhimbura for the Complainant.

Counsel Muhimbura objected to RW1 tendering in both the photographic and video evidence on the ground that RW1 did not himself take the



pictures or video footage nor was he physically present at the location where and when the video or photographs were purportedly taken. He also objected on the ground that there is no indication as to when and at which location the photography and video recording took place. The tribunal agreed with Counsel Muhimbura and rejected the photographs and video recording as evidence. RW1 testified that at the insistence of the Complainant, he sent a team of UMEME technicians consisting of 4 persons in the Company of the Complainant, to verify on the spot, the allegation that there was a green wire and that power was being tapped through the said green cable and bypassing the meters, in addition to correlating what appeared in the video clips shown to the Complainant with what was on the Complainant's premises.

RW1 narrated that his field team reported back to him that at the site, they found that the said green cable was still in place; the team having not taken it away, when it earlier visited, but only locked it up together with the meters and that the Complainant was shown the said green wire and the manner in which it was tapping electricity from the circuit breaker. He stated that the Respondent fraud billed only 2 of the 8 accounts on the premises, these being the ones where the tapping from the circuit breaker was made and the other one was where the breaker tripped. He reiterated that the accounts were fraud billed Ug Shs 1.7M and Ug Shs 1.4M or thereabouts respectively. He stated that the Complainant paid the two fraud bills. He also stated that the Complainant however escalated his dissatisfaction to the Respondent's Regional Manager, one Andrew Mwesigye who reviewed the case but upheld the District Manager's decision.

In cross examination, RW1 admitted to having never visited the Complainant's said premises but having only received a documentary report from the field team under his supervision of their field findings. He also admitted that the document CE1 only stated that meters were taken for testing but does not state that a video clip or photographs were taken at the premises of the Complainant. He also admitted that the document "CE1" does not state that there was a "bypass" or "tripping" found by the field team on the Complainant's said building.

A handwritten signature in black ink, consisting of a large, stylized loop followed by a vertical line and a horizontal stroke.

In further cross examination; RW1 denied that any meters were ever taken from the premises and refused to concede that his team might have lied to him. He claimed that the team on 11th July 2013 only locked up the meters and on 12th July 2013 relocated them from the Complainant's premises to a pole located outside the premises. He stated that only the Respondents agents and servants could thereafter have access to the meters. He admitted that the Respondent did not ever analyze the consumption of electricity on the said premises after the meters had been relocated to the said pole, although with hind sight, he was now of the opinion that it would have been important to analyze the consumption. He however added that he would not be surprised following the re-location if there was no significant change in consumption.

He reiterated that no meters were ever taken from the premises for testing and that there was no need for such an action because the offence was "meter by-pass" which did not necessitate meter testing. This assertion is however contradicted by the Respondent's own pleadings in paragraph 2(c) of its Written Statement of Defence and in its statement of facts in the Joint Scheduling Memorandum; which state that meters were taken for testing. He reiterated that the Respondent had suffered loss as a result of un-metered electricity consumed on the premises; by the use of the green wire which by-passed the meter and it was subsequently justified to recover from the Complainant loss for one year as per the guidance of the law.

He reiterated that he was well acquainted with the facts of this particular complaint because his field officers file a report to him of their field activities and findings on daily basis, and that they did so for this particular case. He however did not produce this report and neither was Mr. Yan Jardin who was said to have headed this field team or indeed any other member of the team ever brought to testify; on account that he had by the time of the proceedings reportedly returned to his home country.

RW1 emphasized that he had no personal grudge against the Complainant, Dr. Tito Beyaza.

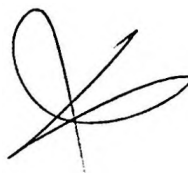
A handwritten signature in black ink, consisting of a large, stylized loop followed by a vertical line and a horizontal stroke at the bottom.

Dauda Mutenyo, 44 years, testified as RW2 for the Respondent. His testimony was in Luganda and interpreted into English and vice versa by one Nakamate Ruth, a Secretary in the Ministry of Energy and Mineral Development who claimed to be proficient in both languages. Both Counsels had no objection to her role.

RW2 testified that he works as a Power Line Assistant with a Company known as Mutico Technical Services Ltd, which Company is outsourced by the Respondent to provide services to the Respondent. He had been in the service of the said Company since 2006. His duties included: climbing poles, digging holes where poles were to be placed, wiring from poles to houses and that he works under a supervisor. He claimed that he was one of the team members that was led by a whiteman, one Yan which carried out an operation on the Gayaza Feeder line. He claimed that on 11th July 2013 while in Kyebando area, which is serviced by the Gayaza Feeder line, the team of which he was a member came across a building with 8 single phase Umeme Meters. He claimed that they found on this building a green electric wire of 4.0mm² cross section area from the circuit breaker which was bypassing a meter.

He claimed that he was thereafter directed by his supervisor to switch off power to this building. He climbed up the pole and switched off power to the building. He claimed that other members of the team took photographs of the scene. He claimed not to have known nor to date know the Complainant. During cross examination, he stated that he was schooled up to Primary 6 only and admitted that it is not his role to cross check the existence of by-pass of meters. He stated that although he does work for UMEME Ltd, his salary is paid by Mutico Technical Services Ltd who is his employer and not Umeme Ltd. Mutico only assigns him and others to the Respondent. He claimed that afterwards, one Yan, whom he had referred to as his supervisor filed a report to Eng. Patrick Lubega, although he did not know the contents nor what followed the submission of the report to the Engineer. Both parties filed written submissions to argue their respective cases.

The tribunal carefully considered the testimonies and submissions of the respective parties. We evaluated them bearing in mind the position of the



law as aptly recounted by both parties as to the production of evidence in such matters. We reiterate that **Sections 101 to 103** the Evidence Act Cap 6 Laws of Uganda provide that whoever desires any Court (read tribunal here) to give judgment as to any legal right or liability dependent on the existence of facts he or she asserts must prove that those facts exist (S.101) and that when a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person (S.102). Finally that the burden of proof as to any particular fact lies on that person who wished the Court to believe in its existence,(S.103). The case of *In Emily Luwedde Vs Yafesi Katimbo (HCCS 1081 of 1999)* was helpfully cited to us, wherein Justice Musoke – Kibuka held that “As a general rule, in Civil cases the burden of proof lies upon the Plaintiff who must prove his case on the balance of probabilities if he or she is to deserve reliefs he or she seeks...”; basically a restatement of Sections 101 and 102 of the Evidence Act. It was also helpful to us, for one of the parties to cite the definition of *Preponderance of the evidence or balance of probabilities* as is stated in the Black’s Law Dictionary 8th Edition which states among others that; “it is the greater weight of the evidence, not necessarily established by the greater number of witnesses testifying to a fact but by evidence that has the most convincing force; superior evidentiary weight that, though not sufficient to free the mind wholly from all reasonable doubt, is still sufficient to incline a fair and impartial mind to one side of the issue rather than the other”.

The issues agreed upon for consideration by the tribunal are hereby restated as being:

1. whether the Respondent’s disconnection of the Complainant’s electricity supply was lawful; and
2. whether the Complainant is entitled to the remedies he sought.

As for the Complainant; we restate that he sought from the tribunal:

- (a) A declaration that the actions of the Respondent by disconnecting power supply to the Complainant’s premises was unlawful.



(b) Orders that the Complainant be paid;

- (i) a refund of Ug Shs 1,956,500/=
- (ii) General damages of Ug Shs 15,000,000/=
- (iii) Costs of Ug Shs 5,000,000/= and in addition to disbursements of Ug Shs 3,000,000/=.

The tribunal considered the first issue that is: whether the Respondent's disconnection of the Complainant's electricity supply was lawful. There is no disagreement between the two parties that on 11th July 2013, a team of persons from and acting for the Respondents visited the Complainant's property; a block of 8 apartments located in Kyebando within the jurisdiction of the Respondent's Wandegeya offices, as part of the Respondent's audit operation on the Gayaza Feeder line, from which the Complainant's property was fed power.

It is also not in dispute that consequently, the meters that measure consumption of electricity in the respective 8 units on the block were moved from the Complainant's premises to a pole outside the premises, and to which only the Respondent's agents could access. It is also not in dispute that the Respondent left behind for the Complainant a document "CE1" which stated that "Meter taken for testing". Surprisingly, the Respondent through RW1 denies having taken the meter for testing, although this fact is admitted in the Respondent's own Written Statement of Defence and its facts in the Joint Scheduling Memorandum.

RW1 in cross examination also admitted that the document "CE1" does not state that a video was taken at the premises of the complainant. He also conceded in the same cross examination, that the document "CE1" did not show, or state that on 11th July 2013, there was a meter-by-pass or tripping found at the premises. He also stated and agreed with the Complainant's assertion that after the meters were re-located outside the complainant's premises; it is only the Respondent's staff who could access the meters.

Further RW1 stated that the Respondent did not thereafter analyze consumption of electricity by occupants of the Complainant's building so



as to determine possible variations that might have taken place, since the relocation of the meters. He conceded in the same cross examination, that it would have been important to analyse consumption. He however conceded that he would not be surprised if there was no significant change in consumption even when the meters were relocated out of the Consumer's reach.

None of the Respondent's witnesses produced any report other than "CE1" of the Respondent's field findings on the occasion of its field team's visit to the Complainant's building on 11th July 2013. RW1 had claimed that his field team made a report of their findings to him. No customer meter testing report was also produced to show tests carried out on the meters and the results of the tests. We therefore find that no report or credible evidence was produced by RW1 that there was a green wire at the Complainant's premises through which electricity was unlawfully tapped.

RW2, Dauda Mutenyo, whose level of education was up to primary 6, stated that his role as a Power Line Assistant was that of digging holes, climbing poles and connecting wires from poles to houses. He confirmed during cross examination that it was not his role to check meter by-passes. In our opinion he does not *per se* appear to be possessed of sufficient technical know how and knowledge in matters of electrical wiring, and by his own admission it is not his role to check if there are meter by passes. The tribunal will not rely on his testimony as to the state of the wiring at the Complainant's building on 11th July 2013.

The tribunal also disregarded the testimony of the Complainant that he brought in electrical engineers of his own to establish the truthfulness of the Respondent's claim that there was a green wire through which power was being tapped. The so called Engineers were never presented to the tribunal and we could not ascertain their actual existence, and or competency to testify on these matters. Notwithstanding our foregoing opinion in respect of the Complainant's so called engineers; the tribunal is not persuaded that the Respondent's disconnection of the Complainant's electric supply to his block of apartments at Kyebando was justified and lawful. The law; *The Electricity (Primary Grid Code) Regulations of 2003* certainly empowers the Respondent to disconnect and impose a fraud



charge in instances where the consumer has obtained the supply of electricity otherwise than in accordance with the code; we however regret to state that we don't believe that the circumstances existed in this case to justify the Respondent to exercise this authority. It is our conviction that there were no demonstratable circumstances brought to the attention of the tribunal to satisfy us that there was tampering with the meters or by pass of meters to justify disconnection:

- (a) There was no report brought before the tribunal of the purported findings of the field team that visited the Complainant's premises on 11th July 2013. The only document, "CE1" referred only to "meters taken for testing" and made no mention of meter by pass by or tampering.
- (b) There is no report of tests allegedly carried out by the Respondents in July 2013 on the meters and the results of the tests.
- (c) By asserting that meters were never taken for testing; RW1 contradicted the Respondent's own pleadings and accepted facts that meters were taken for testing.
- (d) The consumption of power on the premises was alleged by the Complainant not to have varied when the meters were put out of the reach of the Complainant and his tenants, pointing to absence of the alleged power theft, before the re-location of the meters. The Respondent did not dispute this claim.

We also found it surprising that the Respondent only took steps to impose fraud bills on the occupants of the complainant's building on 29th October 2013, a period of about 2 to 3 months after the alleged power theft had been discovered. The total fraud bill which amounted to Ug Shs 4,000,000/= plus was by the Complainant's testimony reportedly subsequently reduced by the Respondent to a total of Ug Shs 1,956,500/=, a claim that the Respondent did not expressly dispute. The Complainant on his part claimed that the reduction of the fraud bill followed his furnishing to the Respondent, printouts of readings of electricity consumed by the 4 tenants in respect of whose meters, fraud



bills were imposed. The printout allegedly showed that the tenant's respective electricity consumption after July when the meters were relocated never significantly varied from that of the period before the meters were placed outside the Complainant's premises. The readings were relatively the same save that the October 2013 bills carried the fine and fraud bill component. The Respondent never contested this claim. The Complainant explained away the fact of his payment of the revised bill of Ug Shs 1,956,500/= as a measure he was forced to take so as to keep his tenants who were threatening to leave his premises because of lack of power for two (2) weeks; the power having been disconnected by the Respondent. The Respondent's witnesses did not offer a plausible explanation and basis for the imposition of the fraud bills nor the reasons and basis for the reduction of the bills from a total of about Ug Shs 4,000,000/= to Ug Shs 1,956,500/= only. We conclude that the Complainant has convinced us that on the balance of probabilities the Respondent was not justified to disconnect the Complainant's power supply and consequently the disconnection was unlawful.

On the issue as to whether the Complainant is entitled to the remedies sought; the tribunal having reached the conclusion that there was no lawful justification for the Respondent to disconnect the Complainant's power, also finds that there was no justification for imposition of the fraud bill of **Ug Shs 1,956,500/=**. The Respondent is therefore ordered to refund the Ug Shs 1,956,500/= to the Complainant. The tribunal also finds that the Complainant was greatly inconvenienced and suffered damage during the 2 weeks when power was without lawful justification disconnected from his building. The Complainant, a Senior Consultant Orthopedic Surgeon at the Mulago National Referral Hospital, had to shutter between various UMEME offices and his building in an effort to have his power restored and amidst threats from his tenants to quit because of lack of power. The Complainant seeks general damages of Ug Shs 15,000,000/=. The tribunal takes in account the compensatory nature of general damages coupled with the fact that power was disconnected for a period of 2 weeks only and the fact that the Complainant never actually lost a tenant whose departure is directly attributable to the absence of power; and awards general damages of **Ug Shs 7,000,000/=** (Shillings Seven Million Only) to the Complainant as



against the Respondent. The tribunal also awards costs of this action to the Complainant. Although the Complainant claimed to have paid disbursements of Ug Shs 3,000,000/= which he wished to be refunded; yet he produced no evidence of having made such payment to warrant the tribunal at this moment to order a refund of Ug Shs 3,000,000/=.

In the final result, judgment is entered for the Complainant against the Respondent and it is hereby:-

- i. Declared that it was not justifiable and lawful for the Respondent to disconnect the Complainant's power.
- ii. Ordered that Ug Shs 1,956,500/= (One million nine hundred fifty six thousand five hundred only) paid by the Complainant to the Respondent as a fine and or fraud bill be refunded to the Complainant by the Respondent.
- iii. Ordered that a sum of Ug Shs 7,000,000/= (Seven million only) as general damages be paid to the Complainant; and
- iv. Ordered that costs of this action are awarded to the Complainant.

Dated this 14 day of April 2016.

Charles Okoth - Owor
Chairman

Anaclet Turyakira
Vice Chairman

Eng. Dr. M. Musaazi
Member

