

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY ABUJA  
IN THE GWAGWALADA JUDICIAL DIVISION  
HOLDEN AT COURT NO. 12 JABI  
BEFORE HIS LORDSHIP: HON. JUSTICE A. S. ADEPOJU  
THIS 12<sup>TH</sup> DAY OF DECEMBER, 2024

SUIT NO: FCT/HC/CV/2002/21

**BETWEEN:**

**EMEKA CHUKWUDI** ----- **CLAIMANT**

**AND**

**ABUJA ELECTRICITY DISTRIBUTION COMPANY (AEDC)** ----- **DEFENDANT**

*Claimant is absent*

**CLELESTIN IGHODALO** *For the claimant*

**ADA ONOBUN** *For the defendant.*

**JUDGEMENT**

The claimant's action is for a redress of illegal, unlawful disconnection of electricity supply to his apartment at flat 6, plot 288, formally 227, Gwarimpa 1, Life Camp Kado Abuja by men and staff of the defendant on the 20<sup>th</sup> of July 2021 and 24<sup>th</sup> July 2021 after he had paid/ recharged his meter with meter No. 621410559659 in contravention of the provision of Section 9 of the Nigeria Electricity Regulation Commission (NERC) Connection and Disconnection Procedure For Electricity Service 2007, made pursuant to Section 96(1) of the Electric Power Reform Act 2005. In the Originating Summons dated 16<sup>th</sup> August 2021, the Claimant formulated the following issues for determination:

- a) *Whether the defendant in disconnecting the claimant's electricity supply/source from the pole on the 20<sup>th</sup> July, 2021 and 24<sup>th</sup> July 2021 respectively after the claimant had paid/recharged his meter with meter No. 621410559659 to receive electricity supply to his apartment (i.e. flat 6 at plot 288 (formerly 227), Gwarimpa 1, Life Camp/Kado District Abuja) is not a breach/violation of its mandate, duty, license and obligation as provided under Section 67(a) of the Power Sector Reform Act, 2005.*
- b) *Whether the defendant in disconnecting the claimant's electricity supply/source from the pole on the 20<sup>th</sup> July, 2021 and 24<sup>th</sup> July, 2021 respectively after the claimant had paid/recharged his meter with meter No 621410559659 to receive electricity supply to his apartment (i.e. flat 6 at plot 288 (formerly 227), Gwarimpa 1, life Camp/Kado District Abuja) is not in breach or violation of the provision of Section 10 (1) (a) and (b) respectively of the Nigeria electricity regulation commission (NERC) connection and disconnection procedures for Electricity services, 2007 made pursuant to section 96 power sector reform Act, 2005applicable to the defendant.*

- c) *Whether the defendant in disconnecting the claimant's electricity supply/source from the pole on the 20<sup>th</sup> July, 2021 and 24<sup>th</sup> July 2021 respectively after the claimant had paid/recharged his meter with meter No. 621410559659 to receive electricity supply to his apartment (i.e. flat 6 at plot 288 (;formerly 227), Gwarimpa 1, life Camp/Kado District Abuja) without due notices to the claimant and without the claimant owing the defendants is not a breach of contract under section 10(1) (a) and (b) NERC connection and disconnection procedures for Electricity services, and whether the claimant is not entitled to damages for the said breach?*

And upon a resolution of the above questions, the claimant claims against the defendant the following relief:

- I. A declaration that the Claimant was entitle to receive electricity supply to his apartment (Flat 6) at Plot 288 (formerly 227), Gwarinpa 1, Life Camp/Kado District, Abuja having paid/recharged his meter with **Meter No: 62141059659** by virtue of the provision of Section 10 (1) (a) & (b) of the NERC (Connection and Disconnection Procedures For Electricity Services) 2007 made pursuant to Section 96 (1), (j) of the Electric Power Reform Act, 2005.

- II. A declaration that it is illegal/unlawful, unreasonable and wrong to disconnect the claimant electricity supply on the 20th July, 2021 and 24 July, 2021 (after the claimant had paid/recharged his meter with **Meter No: 62141059659** to receive electricity supply to his apartment (ie. Flat 6 at Plot 288 (formerly 227), Gwarinpa 1, Life Camp/Kado District, Abuja) from the pole in a Commando Style by virtue of the provision of Section 10 (1) (a) and (b) of the NERC (Connection and Disconnection Procedures for Electricity Services) 2007 made pursuant to Section 96 (1), (j) of the Electric Power Reform Act, 2005.
- III. A declaration that the defendant wrongly/unlawfully disconnected the Claimant's electricity supply on the 20 July, 2021 and 24 July, 2021 (after the claimant had paid/recharged his meter with **Meter No: 62141059659** to receive electricity supply to his apartment (ie. Flat 6 at Plot 288 (formerly 227), Gwarinpa 1, Life Camp/Kado District, Abuja) from the pole in contravention of the provision of Section 9 of the Nigeria Electricity Regulation Commission NERC (NERC) Connection and Disconnection Procedures For Electricity Services 2007 made pursuant to Section 96 (1), (1) of the Electric Power Reform Act, 2005.

- IV. A declaration that the defendant breached/violated its mandate/duty, distribution licenses and obligation owed the claimant under Section 67 (a) of the Power Sector Reform Act, 2007.
- V. A declaration that the defendant act or action above, constitute a breach of contract and the claimant is entitled to damages.
- VI. An order of perpetual injunction restraining the defendant either by her selves, her servants, agents, functionaries, assigns including her Kado Life Camp/Kado District Area Offices or officers, whomsoever or howsoever described from further disconnecting the claimant's apartment (ie. Flat 6 at Plot 227 (now 288), Gwarinpa 1, Life Camp, District, Abuja) or electricity supply from the pole or removing the cut out fuse or cutting his cables/wires or by any means whatsoever or interfering, disturbing, harassing, and or threatening to disconnect the claimant light whatsoever.
- VII. The sum of **N 100,000,000.00 (One Hundred Million Naira)** only as general/ aggravated damages for the breach of contract and wrongful electricity disconnection arising therefrom the said breach of contract and unwarranted Inconveniences meted on the claimant and his entire family, including the psychological/mental torture, frustrations

and depressions and loss of perishable foods on account of the said wrongful disconnection without justification.

- VIII. Unqualified and unconditional written apology to the claimant within the next seven days for the said breach and wrongful disconnection.

Supporting the motion is a 24, paragraph affidavit deposed to by the applicant. the applicant reiterated that he regularly purchased electricity unit through the defendant's buy-power on line service who sends a token to recharge the said meter with the credit unit of the value purchase. He relied on copies of money paid to recharge the meter as exhibit E1. That he usually recharged his meter with the average sum of **N20,000 (Twenty Thousand Naira)** monthly. After the disconnection on 24<sup>th</sup> July 2021, he visited the defendant's at Life Camp/kado office to report the incident but received a very cold reception from the defendant's staff who after hearing his complainants began to shout on him to pay his bill, which he usually pays as a prepaid customer with evidence on the record of his payment with the defendants. That as a result the illegal/unlawful disconnection all the foods and fruits in his fridge spoilt. His wife who just gave birth and discharged from the hospital and his mother in law also suffered a lot of discomfort. As at the time he filed the instant suit , he said it was 19 days since the defendant

disconnected his light from the meter, and took away his cut-out fuse. Consequently he briefed the law firm **Ikechuku Ezechuku SAN** to file the instant action after service of a letter on it demanding the sum of **N20,000,000(Twenty Million Naira)** as damages for the said deliberate wrongful disconnection with a written apology. The letter is admitted as Exhibit E2.

The counsel for the claimant filed written address wherein arguments in support of the claimant's case were well canvassed. He relied on the Provision of Section 10(1)(a)(b) of the Nigerian Electricity Regulatory Commission (NERC) Connection and Disconnection Procedure For Electricity Service 2007 which provides that:

“A distribution company shall not disconnect a customer's supply of electricity for non-payment where

- a) The customer has paid the amount billed or.
- b) The customer entered into a payment arrangement with the Distribution Company and payments is being made in accordance with the arraignment... ..

Learned Counsel argued that the word shall used is mandatory. He relied on the case of **AGIS NIG LTD V AGIP PETROLEUM INTERNATIONAL (2010) 5 NWLR (PT. 1187) PG 348 @ 419 PARA F-H** – Per **Adekeye JSC**. He submitted that under the said provision of Section 10,(1) (b) , the NERC Act, once the defendant has entered into a payment arrangement with the customer, it is prohibited from disconnecting the customer form electricity supply. And the defendant having installed meter to the Claimant’s apartment by implication entered into a specific payment arrangement with claimant/occupant as enshrined under the law referred to above. Once the Claimant makes payment to the Defendant, who in turn has an obligation to supply electricity or light to the customer.

The claimant’s Counsel also referred to the provision of Section 67(a) Electric Power Sector Act 2005 which he urged constitutes a legislative fiat and mandatory directive on the defendant to connect and supply electricity to consumers. The said Section 67 (a) of the Electric Power Sector Act stipulates:

*“Subject to such terms and condition as the commission may fix in the license, a distributor license shall authorise the licensee to construct, operate, maintain a distribution system and facilities including but not*

*limited to the following activities as may be specified in the license(s); the connection of customers for the purpose of receiving supply of electricity.”*

Counsel submitted that the defendant subscribed/procured license to provide electricity services/supply to all and sundry including the Claimant within the Federal Capital Territory, Abuja. That failure of the Defendant to discharge that or any of its statutory obligations owed the Claimant is an aberration and gross violation of its mandatory duty and obligations as contained in the Act. He urged the Court to grant the entire reliefs of the Claimant including damages suffered by the Claimant arising from the defendant's actions

The Claimant's action was instituted vide an Originating Summons seeking for the interpretation of the Provision of Section 10 (1) (a) of the Nigeria Electricity Regulatory Commission NERC Connection and Disconnection Procedure for Electricity Services Act 2007 and Section 67 of the Power Sector Reform Act 2005. By virtue of the provision of Order 2 Rule 3 (1) of the High Court of FCT Civil Procedure Rules 2018, the Court is empowered to determine any question of contract or instrument or statute and a declaration of legal rights of a citizen arising thereon; the Court placing reliance on the affidavit in support of the originating

summons . I adopt the case of **AKANDE V ADIBA SUPRA** cited by the applicant's counsel in his written address.

The defendant from the record of the court did not file counter-affidavit in reaction to the claim of the plaintiff as contained in the affidavit in support of the motion. The implication is that claim of the plaintiff that electricity supply to his flat was illegal and unlawfully disconnected by the defendant remain unchallenged. Let me also reiterate that in interpretation the provision of statute, the court is empowered to give its natural meaning in order to convey the intention of the framer of the statute. The Court held in the case of **TRIVIAL DRILLING & CONSTRUCTION NIG. LTD. VS SULE TANKARKAR LOCAL GOVERNMENT COUNCIL & ANOR (2024) LPELR 62303 CA** relying on the case of **SANI V PRESIDENT FEDERAL REPUBLIC OF NIGERIA (2020) LPELR 50990 CA**, stated;

***“The principles guiding the interpretation of statutes have been restated on numerous occasions by this court. The general principle is that where the words used are plain and unambiguous, they must as fair as possible be given their natural and ordinary meaning unless to do so would lead to absurdity. The provision of section 10(1) (a) and (b) of NERC,***

***Connection and Disconnection Procedure for Electricity Services Act 2007 using the word 'shall' prohibit the disconnection of a customer electricity where the customer has paid the amount billed."***

The Claimant in his affidavit in support of the motion have exhibited the copies of money paid to recharge his meter before and as at the time the defendant disconnected electricity in his flat. The documents were not challenged by the defendant. The act of the defendant was a gross violation of the provisions of Section 10(1) (a)(b) of the NERC Act . Furthermore, I agree with the Claimant's Counsel that by virtue of the provision of section 67 (a) the Elective Power Sector Act, the defendant is under an obligation/duty as a destruction licensee to connect the Claimant for the purpose of receiving a supply of electricity especially where the customer has fully paid its bill. Any disconnection carried out by the defendant is a clear breach of the provision of Section 62(a) of the Electric Power Sector Act. Consequently, the court hereby answers the question framed for determination in the affirmative and grant the declaratory reliefs sought by the Claimant in paragraphs I - V as prayed.

The Defendants either by themselves, servants, agents or privies including her Kado Life Camp/Kado District Area Offices or officers,

whomsoever or howsoever described are hereby restrained from further disconnecting the Claimant's apartment (i.e. Flat 6 at Plot 227 (now 288), Gwarinpa 1, Life Camp, District, Abuja) or electricity supply from the pole or removing the cut out fuse or cutting his cables/wires or by any means whatsoever or interfering, disturbing, harassing, and or threatening to disconnect the claimant light whatsoever.

Damages:

The Claimant even though alluded to suffering some discomfort, have not in particular proved any special damages. However I think general damages in the sum of **N5,000,000 (Five Million Naira)** would suffice to compensate the Claimant in general damages, and I so award.

Claimant also applied for unqualified and unconditional written apology to the claimant within the next seven days for the said breach and wrongful disconnection. This relief has lapsed by effluxion of time and same cannot be granted; it is hereby dismissed.

**SIGN**

**HON JUDGE  
12/12/2024**