

**IN THE MATTER BEFORE THE BOARD
OF THE COMPETITION AND CONSUMER
PROTECTION COMMISSION**

BETWEEN

Mr. John Chris Sinyangwe

COMPLAINANT

AND

**Green Energy Distributors
Limited**

RESPONDENT

BEFORE:

Commissioner Angela Kafunda	- Chairperson
Commissioner Sikambala M. Musune	- Vice Chairperson
Commissioner Derrick Sikombe	- Member
Commissioner Onesmus Mudenda	- Member
Commissioner Bishop Dr. Wilfred Chiyesu	- Member
Commissioner Pelmel H. Bonda	- Member

DECISION

Below is a summary of the facts and findings presented by the Commission to the Board of the Commission following investigations carried out in the above case.

Introduction and Relevant Background

It was submitted that:

1. On 19th August 2024, the Competition and Consumer Protection Commission ("the Commission") received a complaint from Mr. John Chris Sinyangwe ("the Complainant") against Green Energy Distributors Limited ("the Respondent"). Specifically, the Complainant alleged that on 22nd June 2023, he purchased two SUNPAL 12V gel batteries from the Respondent at a total cost of USD530.00. The Complainant alleged that after one week of purchase, he noticed that the batteries were not holding charge and could not be used during the night-time when the solar system was not receiving sunlight. The Complainant alleged that on 8th August 2024, he returned the

batteries to the Respondent and after assessing them, it was discovered by the Respondent that the batteries could not hold electric charge. The Complainant alleged that the Respondent informed him that they would not redress him as the one-year warranty period given for the batteries had already elapsed. The Complainant alleged that the Respondent did not communicate the warranty period to him when he made the purchase. The Complainant therefore demanded that the Respondent issues him replacement batteries or a refund of USD530.00.

Legal Contravention and Assessment Test

Legal Contravention

It was submitted that:

2. The alleged conduct appeared to be in contravened of Section 49(1) of the Competition and Consumer Protection Act, No. 24 of 2010 as amended by Act No. 21 of 2023 ("the Act").

3. Section 49(1) of the Act states that:

"A person or an enterprise shall not supply a consumer with goods that are defective, not fit for the purpose for which they are normally used for or for the purpose that the consumer indicated to the enterprise."

4. Section 49(3) of the Act states that:

"A person who, or an enterprise which, contravenes subsection (1), shall

- (a) within seven days or an agreed reasonable time of the supply of the goods concerned, refund the consumer the price paid for the goods; or*
- (b) if practicable and if the consumer so chooses, replace the goods with goods which are free from defect and are fit for purpose for which they are normally used or the purpose that the consumer indicated to the person or the enterprise".*

Assessment Tests

The following assessment tests were with regards to Section 49(1) of the Act:

It was submitted that:

5. Whether Green Energy Distributors Limited was a “person” or an “enterprise”; and
6. Whether Green Energy Distributors Limited supplied a consumer with goods that are defective, goods that were not fit for the purpose for which they were normally used or for the purpose that the consumer indicated to the person or the enterprise.

Investigations Conducted

It was submitted that:

7. The Commission duly served the Notice of Investigation (“NoI”) and the accompanying letter on the Respondent on 23rd October 2024 (***see annex 1***). The Commission obtained submissions from the parties, reviewed the Respondent’s warranty terms; the Respondent’s expert assessment report; and, the Respondent’s invoice. The Commission also submitted the Complainant’s SUNPAL Gel batteries to the Department of Electrical and Electronic Engineering of the School of Engineering at the University of Zambia (“UNZA”) for expert assessment on 26th March 2025.

Findings

The Parties

The Complainant

It was submitted that:

8. The Complainant was Mr. John Chris Sinyangwe, holder of National Registration Card (“NRC”) number 25XXXX/XX/1; and whose contact number was 097X XXXXXX. The Complainant was a resident of Mpulungu.¹ Section 2 of the Act defined a consumer as, “*any person who purchases or offers to purchase goods or services otherwise than for the purpose of re-sale,*

¹ CCPC Form IV dated 19th August 2024 on file

but does not include a person who purchases goods or services for the purpose of using the goods or services in the production and manufacture of any other goods for sale, or the provision of another service for remuneration”.² Therefore, the Complainant was a consumer as envisaged under the Act as he purchased the gel batteries from the Respondent for his personal use.³

The Respondent

It was submitted that:

9. The Respondent was Green Energy Distributors Limited situated in Lusaka. The Respondent’s registered office was at Town Centre, Lusaka. According to Patents and Companies Registration Agency (“PACRA”), the Respondent’s nature of business was, “*retail sale of new goods in specialized stores*”. The Respondent was duly registered with PACRA as a company with registration number 120170003705. Section 2 of the Act defined an enterprise as, “*a firm, partnership, joint-venture, corporation, company, association and other juridical persons, which engage in commercial activities, and includes their branches, subsidiaries, affiliates of other entities, directly or indirectly, controlled by them*”. Therefore, the Respondent was an enterprise as envisaged under the Act as they were a company which engaged in the commercial activity of supplying goods to the public.⁴

Submissions from the Complainant⁵

It was submitted that

10. On 25th September 2024, the Complainant submitted that he noticed that the batteries were not holding electric charge just one week after purchasing them, but did not engage the Respondent until 8th August 2024, because he resided in Mpulungu, Northern Province and faced challenges travelling to Lusaka where the Respondent was located. Further, the Complainant submitted that he did not have the Respondent’s contact information hence he could not report the matter to them immediately.

² Competition and Consumer Protection Act No. 24 of 2010 as amended

³ Complainant’s receipt dated 15th May 2024

⁴ Complainant’s receipt dated 15th May 2024

⁵ Telephone Conversation between the Commission and the Complainant dated September 2024

Submissions from the Respondent

It was submitted that:

11. On 28th October 2024, the Respondent submitted that the warranty period issued to the customer was 1 year from the date of purchase as per manufacturers' warranty and was communicated to the Complainant verbally. The Respondent submitted that the complaint was brought to their attention two (2) months after the warranty period had elapsed. Additionally, the Respondent provided the manufacturer's warranty terms to the Commission which revealed that SUNPAL Gel Batteries had a warranty period of 1 year.
12. The Respondent further submitted that they conducted a thorough assessment of the batteries which revealed that the batteries were unable to hold charge. The Respondent further submitted that they had attached the batteries assessment report.

Review of the Respondent's Warranty Terms and Conditions⁶

It was submitted that:

13. A review of the Respondent's warranty terms and conditions revealed that the SUNPAL gel batteries have a warranty period of one (1) year.

Review of the Respondent's Assessment Report⁷

It was submitted that:

14. A review of the Respondent's assessment report dated 10th August 2024, revealed that they had summarised their findings of the assessment as follows:

Summary

15. The Respondent submitted that the batteries were charged at a current of 10 amps for a duration of 24 hours. The Respondent submitted that it was however observed that the batteries were not holding a charge effectively. The Respondent submitted that the primary reason for this was that the batteries had been overly cycled and charged with incorrect settings. The Respondent submitted that VRLA gel batteries required a maximum depth of discharge of 50% to maintain cycle life.

⁶ The Respondent's Warranty Terms and Conditions submitted to the Commission on 28th October 2024

⁷ Assessment report from the Respondent to the Commission dated 10th August 2025

Observations

16. The Respondent submitted that the batteries did not show an increase in capacity during the charging period. The Respondent further submitted that post-charging, the batteries failed to maintain charge when disconnected from the charger.

Conclusion

17. The Respondent submitted that given that the batteries were fully discharged before test, it appeared that they may have sustained damage or degradation, affecting their ability to hold a charge. The Respondent submitted that the batteries had been over cycled and had sustained damage by discharging deeply.

Review of the Invoice⁸

It was submitted that:

18. The Commission reviewed the receipt submitted by the Complainant and it revealed that on 22nd June 2023, the Complainant purchased two SUNPAL 12V 220AH GEL (C20) batteries at the total cost of USD530.00 from the Respondent.

Submissions from the University of Zambia School of Engineering, Department of Electrical and Electronic Engineering (“UNZA”)⁹

It was submitted that:

19. In a Technical Assessment Report from UNZA dated 2nd April 2025, UNZA submitted that the two solar batteries were physically checked.
20. UNZA submitted that the specifications of the batteries were:
- i. Make: SUNPAL Deep-cycle gel battery
 - ii. Model: 6-CNF-220
 - iii. Capacity: 2 x 12V/220AH

⁸ Complainant's invoice No.SD 116 dated 22nd June 2023

⁹ Technical Assessment Report from the Department of Electrical and Electronic Engineering of the School of Engineering at UNZA dated 2nd April 2025

Physical Inspections

21. UNZA submitted that the SUNPAL batteries were checked for any physical bulging or acid leaks on the sides and on the terminals. UNZA further submitted that both batteries revealed that they did not present any bulging or leaks.

Technical Assessment

22. UNZA submitted that the technical team undertook the following steps to assess the functionality and to determine how long the batteries would last:

A. Procedure

23. UNZA submitted that they measured the open circuit voltages for both battery 1 and 2 before and after charging them with a Home Power Solar Inverter for a period of three (3) hours.
24. UNZA submitted that after the batteries were charged, their open circuit voltages were measured and recorded as respectively.
25. UNZA submitted that they then connected a resistive load of 375 Watts on the output terminals of the inverter with the SUNPAL gel batteries as a direct current/voltage source.

B. Observation/Findings

26. UNZA submitted that the physical examination on the two SUNPAL gel batteries revealed that there were no defects on the batteries. UNZA submitted that the batteries were not bulged (deformed in shape on the sides).

Experimental Data

27. UNZA submitted that before charging the batteries, their open circuit voltages were read and recorded as follows:

Battery 1: 10.38 volts
Battery 2: 10.54 volts

28. UNZA submitted that thereafter, the batteries were left to charge for a period of 3 hours.

29. UNZA submitted that after charging the batteries, they were then subjected to a load test. UNZA submitted that a restrictive load of 375 Watts was connected and it was observed that after a few seconds, the batteries were discharged.
30. UNZA submitted that their team measured the open circuit voltage again and the following readings were noted:
- Battery 1: 10.8 volts
Battery 2: 10.5 volts
31. UNZA submitted that the factors that could have caused the gel batteries not to hold charge included the following:
- i. Over-discharge, improper charging or extreme temperatures. These factors could lead to internal damage, reduced capacity or even complete failure. Specifically, for gel batteries, overcharging could cause voids in the gel, trapping gasses and preventing proper charging.
 - ii. Discharging a gel battery below its recommended voltage (often around 10.5V for a 12V battery) could cause permanent damage, especially if repeated.
 - iii. Overcharging: Applying too high a voltage or charging for too long could damage the gel structure, create voids and reduce capacity.
 - iv. Undercharging: Not charging the battery fully could also lead to sulfation and capacity loss.
 - v. Incompatible chargers: Using a charger not specifically designed for gel batteries (or lithium-ion) could lead to overcharging or other issues.

Conclusion

32. UNZA submitted from their observations and findings, that it could be concluded that the SUNPAL gel batteries failed in their functionality as they did not last the number of hours they were supposed to (20 hours). UNZA submitted that the batteries failed to hold electric charge due to them being defective.

Submissions to the Commission's Preliminary Report¹⁰

It was submitted that:

33. The Commission's preliminary report was duly served on the Complainant and the Respondent on 7th October 2025, for them to make their submissions, if any. However, there were no submissions to the preliminary report from either party.

Relevant Findings

It was submitted that:

34. The Commission found that on 22nd June 2023, the Complainant purchased two SUNPAL 12V 220AH Gel (C20) batteries at the total cost of USD530.00 from the Respondent.¹¹
35. The Commission found that the SUNPAL gel batteries had a warranty of one (1) year.¹²
36. The Commission found that the Complainant brought the complaint of the batteries not holding charge to the Respondent 2 months after the one (1) year warranty had expired.¹³
37. The Commission found that the Respondent conducted an assessment on the batteries that revealed that they were defective as they could not hold electric charge.¹⁴
38. The Commission established that before the batteries were charged, they had readings of 10.38 volts and 10.54 volts and after they were charged for 3 hours, a resistive load of 375 Watts was connected to them.¹⁵
39. The Commission established that within a few seconds of the 375 Watts load being introduced to the batteries, the batteries were discharged as they had readings of 10.8 volts and 10.5 volts respectively.¹⁶

¹⁰ Preliminary report served on the Respondent and the Complainant on 7th October 2025

¹¹ Complainant's invoice No. SD 116 dated 22nd June 2024

¹² The Respondent's Warranty Terms and Conditions submitted to the Commission on 28th October 2024

¹³ CCPC Form IV dated 19th August 2024 on file & telephone conversation between the Complainant and the Commission dated 25th September 2024

¹⁴ Assessment report from the Respondent to the Commission dated 10th August 2025

¹⁵ Technical Assessment Report from the Department of Electrical and Electronic Engineering of the School of Engineering at UNZA dated 2nd April 2025

¹⁶ Technical Assessment Report from the Department of Electrical and Electronic Engineering of the School of Engineering at UNZA dated 2nd April 2025

40. The Commission established that the gel batteries could have not held charge due to a number of factors, including, over-discharging, discharging a gel battery below its recommended voltage, overcharging, undercharging and using incompatible chargers.
41. The Commission established that the batteries failed in their functionality as they did not last the number of hours they were supposed to (20 hours) and failed to hold electric charge due to them being defective.

Previous Cases involving the Respondent

It was submitted that:

42. A review of the Respondent's file revealed that there was no previous case against the Respondent in which they were found to have breached Section 49(1) of the Act.

Analysis of Conduct

It was submitted that:

43. In analysing the case for possible violation of Section 49(1) of the Act, the following assessment tests were used:

Whether Green Energy Distributors Limited was a "person" or an "enterprise";

It was submitted that:

44. The Respondent is an enterprise according to paragraph 9 of the report.

Whether Green Energy Distributors Limited supplied a consumer with goods that are defective, goods that are not fit for the purpose for which they are normally used or for the purpose that the consumer indicated to the person or the enterprise;

It was submitted that:

45. The assessment of Section 49(1) of the Act provides for options on whether the good/s in question are either defective, not fit for the purpose for which they are normally used or the purpose that the consumer intended. However, the analysis of the case under review will focus on the aspect of

whether the Respondent supplied a consumer with goods that were defective?

46. The Act defined *Supply* as, “includes, in relation to goods, the supply, including resupply, by way of sale, exchange, lease, hire or hire purchase of the goods”.¹⁷ In line with this definition, the Respondent supplied the Complainant two SUNPAL 12V 220AH GEL (C20) batteries at the cost of USD530.00.¹⁸
47. The Eighth Edition of the Black’s Law Dictionary defined *Defect* as, “an imperfection or short coming especially in a part that is essential to the operation or safety of a product”.¹⁹
48. The Commission established that the Complainant purchased two SUNPAL 12V 220AH GEL (C20) batteries at a total cost of USD530.00 on 22nd June 2023, from the Respondent. The Commission through the technical assessment report from UNZA, dated 2nd April 2025, established that the gel batteries had failed in their functionality as they could not last for 20 hours. It was established that when the batteries were charged and a restrictive load of 375 Watts was connected to them, within a few seconds the batteries discharged which indicated that they could not hold an electric charge, as they were defective. This establishment confirmed the Respondent’s own assessment of the batteries as it coincided with their findings.
49. The Commission established that the batteries not being able to hold charge could have been due to over discharging them, improper charging or extreme temperatures. Additionally, it could have been due to discharging the gel batteries below their recommended voltage, over charging, under charging the batteries or using incompatible chargers that were not specifically designed for gel batteries. In this regard, the Commission could not conclusively attribute the batteries defective state to the Respondent, as the identified possible causes were all related to the usage of the batteries and none of them could directly implicate the Respondent. The Commission noted that the Complainant was in possession of the batteries for 14 months before engaging the Respondent over their defectiveness, during which period the batteries may have been improperly used by the Complainant. Additionally, there was no substantive evidence to support the Complainant’s allegation that the batteries were defective one week after purchase. In view of the above, the Commission could not establish that the Respondent had supplied the Complainant defective batteries taking into account the time it had taken the Complainant to retain the batteries to the

¹⁷ Competition and Consumer Protection Act No. 24 of 2010 as amended.

¹⁸ Complainant’s invoice No. SD 116 dated 22nd June 2023

¹⁹ Black’s Law Dictionary 8th Edition

Respondent which was after one-year warranty period. The Commission, therefore, could not establish a violation of Section 49(1) of the Act by the Respondent.

Board Deliberation

50. Having considered the facts, evidence and submissions in this case, the Board resolves that the Respondent was not in violation of Section 49(1) of the Act as the factors that led to the batteries defectiveness could not be attributed to them.

Board Determination


51. The facts and evidence of this case have shown that the Respondent was not in violation of Section 49(1) of the Act.

Board Directive

52. The Board hereby directs that the case is closed and the evidence be released to the Complainant.

Note: Any party aggrieved with this order or directive may, within thirty 30 days of receiving the order to direction, appeal to the Competition and Consumer Protection Tribunal.

Dated this 16th February 2026


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Chairperson
Competition and Consumer Protection Commission

Annex 1



Competition and Consumer Protection Commission

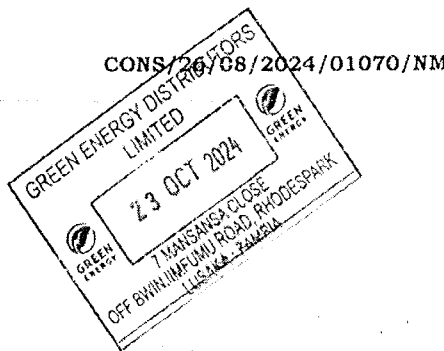
To safeguard and promote economic welfare by prohibiting anti-competitive and unfair business practices in Zambia

CCPC

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22nd October 2024

The Managing Director
Green Energy Distributors Limited
Plot No. 7 Mansansa Close
Off Bwinjifumu Road
Rhodespark
LUSAKA



Dear Sir/Madam,

RE: ALLEGATIONS OF UNFAIR TRADING PRACTICES AGAINST GREEN ENERGY DISTRIBUTORS LIMITED BY MR. JOHN CHRIS SINYANGWE

Reference is made to the subject matter and to the attached Notice of Investigation dated 22nd October 2024 informing you that Green Energy Distributors Limited ("the Respondent") may have engaged in conduct which appears to be in violation of Section 49(5) of the Competition and Consumer Protection Act, No. 24 of 2010 as amended ("the Act"). Specifically, Mr. John Chris Sinyangwe ("the Complainant") alleges that on 22nd June 2023, he purchased two Sunpal 12V Gel Batteries (Receipt No. 6704) from the Respondent for his solar system at a total cost of USD530.00. The Complainant alleges that after connecting the batteries to his solar system, he noticed that the batteries were not holding charge and could not be used during the night time when the solar system was not receiving sunlight. The Complainant alleges that on 8th August 2024, he returned the batteries to the Respondent and after assessing them, the Respondent informed him that they would not redress him as the one-year warranty period given for the batteries had already elapsed. The Complainant alleges that the Respondent had not communicated the warranty period to him when he made the purchase. The Complainant hereby demands that they Respondent either gives him replacements for the batteries or refunds him USD530.00.

I wish to advise you that the Competition and Consumer Protection Commission ("the Commission") is mandated under the Act to ensure that there is fair trading between traders and consumers in all market segments in Zambia. I therefore,