

**IN THE SOLICITORS DISCIPLINARY TRIBUNAL**

**BETWEEN: -**

**SOLICITORS REGULATION AUTHORITY LTD      Applicant**

**and**

**SHAFIQ-UL HASSAN                                      Respondent**

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**ANSWER TO THE RULE 14(1) STATEMENT**

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1.      References in this document to page numbers are to the documents exhibited to the Rule 14(1) Statement as they appear on Caselines.
  
2.      References in this document to paragraph numbers are to the Rule 14(1) Statement itself.
  
3.      Paragraphs 1 – 3 are admitted.
  
4.      The allegations at paragraph 4 are denied.
  
5.      Paragraphs 5 – 7 are admitted.

6. Paragraphs 8 – 9 – it is denied that the Respondent (“SH”) instructed Mr Sen (“S”) either “earlier that month” or at all. When writing the letter referred to SH was completely unaware that any Statement made in it was untrue.
7. Paragraph 10 – SH was unaware of the facts at the material time. S became a MRICS on 20<sup>th</sup> December 2019.
8. Paragraph 11 is agreed. SH asserts that S had indeed been dishonest in his conduct in this matter.
9. Paragraph 12 – any undertaking given by SH was conditional upon the Report to be obtained on behalf of SH’s neighbours verifying or providing alternatives to the measurements of the relevant boundary as set out in S’s Report. It did not do so. Therefore the conditional undertaking did not fall to be performed by SH.
10. Paragraphs 13 – 25 consist of submissions which are not accepted. The extracts from authorities are accepted although they are partial.
11. Paragraphs 26 – 27 are admitted but again they are partial. At the hearing of this matter SH will adopt and rely upon his representations at A53 – 65 together with their annexed documents. They will form the basis of his evidence. SH also similarly relies upon his representations at A224 – 225 with annexed documents.
12. Paragraphs 28 – 45 consist of submissions which are not accepted. The test for dishonesty at paragraph 30 is accepted.

13. Paragraph 46 is accepted although it is again partial. Paragraph 11 of this document applies.
14. Paragraph 47 is denied.
15. Paragraphs 48 – 52 are admitted.
16. With respect to allegations 1.1 and 1.2 which both relate to the issue of S's Report the following points arise: -
  - (a) Prior to completing the purchase of his property SH engaged the services of a builder Mr M Bilgic ("MB");
  - (b) MB advised that certain planning permission should be obtained before completing the purchase;
  - (c) MB told SH that he would instruct a Chartered Surveyor with whom he had worked previously to prepare the appropriate Report with particular reference to the boundary of the property;
  - (d) SH trusted MB implicitly and had no reason not to trust him;
  - (e) It transpired that MB instructed S who prepared a Report in late March 2019 shortly before he left Gysin Warr Ltd – unbeknown

to SH;

- (f) In the event SH did not take MB's advice and completed the purchase without planning permission. A boundary dispute with the neighbours ensued;
- (g) It appears that the relevant Report dated 29<sup>th</sup> October 2019 was the earlier Report re-issued by S without any knowledge on the part of SH;
- (h) In the summer of 2019 MB informed SH that S was his cousin and that he was a Chartered Surveyor;
- (i) SH had no personal or professional relationship with S. SH accepts that he did not carry out due diligence upon S. He trusted MB;
- (j) In September 2019 MB asked SH to obtain further information from the local Council which SH did at A118. At the time of so doing SH firmly believed that S was a Chartered Surveyor as he stated;
- (k) SH was not present at the property when S apparently visited it on 28<sup>th</sup> October 2019 – the day before the Report was re-issued;

and

(l) Accordingly when SH stated that S was a Chartered Surveyor he honestly believed that this was the case. Further SH honestly believed that S was still at the company under whose name the Report was written.

17. With respect to Allegation 1.3 the point at issue is straightforward. The undertaking given by SH was conditional. The condition was not satisfied. SH was therefore not liable to make any payment towards the costs of the Surveyor instructed for the neighbours.

Dated: 29<sup>th</sup> January 2025

Geoffrey Williams KC  
Farrar's Building  
Temple  
London  
EC4Y 7BD

I confirm that the facts and matters set out in this document are true to the best of my knowledge information and belief.



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Dated: 27-05-2025 .....

Signed: Shafiq-Ul Hassan