

**BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL**

**IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)**

**AND IN THE MATTER OF:**

**SOLICITORS REGULATION AUTHORITY LIMITED**

Applicant

and

**MR SHAFIQ-UL HASSAN**

Respondent

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**STATEMENT PURSUANT TO RULE 12 (2) OF THE SOLICITORS (DISCIPLINARY  
PROCEEDINGS RULES) 2019**

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I, Michael James Colledge am a Solicitor employed by Blake Morgan LLP, New King's Court, Tollgate, Chandler's Ford, Eastleigh SO53 3LG and instructed by the Solicitors Regulation Authority Limited of The Cube, 199 Wharfside Street, Birmingham, B1 1RN. I make this Statement on behalf of the Applicant, the Solicitors Regulation Authority Limited ("SRA").

**The allegations**

1. The allegations against the Respondent, Mr Shafiq-UI Hassan, made by the SRA are that, while in practice as a Solicitor at City Law Solicitors Cardiff Ltd ("the Firm") with the role of Director and Owner of the Firm:

1.1. On 16 May 2019, during a meeting with his client and two other parties, the Respondent made statements to those present about the ownership and or transfer of a property known as 27 Judkins Court, Cardiff CF10 5AY ("the Property"), which he knew or ought to have known were untrue at the time that he made them. In doing so he breached any or all Principles 2, 3 and 6 of the SRA Principles 2011 ("the Principles 2011") and failed to achieve Outcome 11.1 of the SRA Code of Conduct for Solicitors RELs and RFLS 2011 ("the

Code for Solicitors”). The facts and matters relied upon in support of this allegation are set out in paragraphs 7 to 28 and 29 to 35 below.

1.2. On 16 May 2019 the Respondent suggested to those at the meeting that an adjournment could be obtained by lying to the Court. In doing so, the Respondent breached any or all Principles 1, 2, 4 and 6 of the Principles 2011 and failed to achieve Outcome 1.2 of the Code for Solicitors. The facts and matters relied upon in support of this allegation are set out in paragraphs 7 to 28 and 36 to 43 below.

1.3. In addition, the SRA alleges the allegations on the basis that the Respondent’s conduct was dishonest. Dishonesty is alleged as an aggravating feature of the Respondent’s misconduct but is not an essential ingredient in proving the allegations. For further particulars of the dishonesty, please see paragraphs 44 to 51 below.

### **Appendices and Documents**

2. I attach to this Statement the following appendices:

Appendix 1: Relevant Rules and Regulations

Appendix 2: Anonymisation Schedule

3. I attach to this statement a bundle of documents, marked “MJC1” to which I refer in this statement. Unless otherwise stated, the page references (“MJC1 p#”) in this statement relate to documents contained in that bundle.

4. The bundle is divided into the following sections:

Section A: Documentation underlying the SRA’s investigation

Section B: Witness Statements

Section C: Correspondence between the SRA and its representatives and the Respondent and his representatives.

### **Professional Details**

#### **The Respondent**

5. The Respondent was born on [REDACTED] 1970 and was admitted to the Roll on 17 January 2005. At the time of the alleged conduct, the Respondent was a solicitor at City Law Solicitors Cardiff Ltd of 12a Albany Road, Cardiff, CF24 3RP, Wales (“the firm”) and held the roles of COLP, COFA, MLRO, Director and Owner. He held these roles until 30 June 2021 when the company ceased trading.
6. The Respondent is now a solicitor at Maxwell Solicitors Limited (SRA ID: 627843). He holds a practising certificate currently free from conditions.

### **The facts and matters relied upon in support of the allegations**

#### **Background**

7. On 18 September 2020 a complainant, Company D, a solicitors’ firm representing a former client of the Respondent (Client A), informed the SRA of a court order dated 10 September 2020 (“the Order”)<sup>1</sup> stating:

*“6. That the Defendant’s solicitors shall notify the Court in writing by 2.00pm on 24 September 2020 whether the Defendant intends to refer the Claimant Solicitors firm and/or its Director Mr Hassan to the Solicitors’ Regulatory [sic] Authority. If the Defendant confirms that it will not refer the Claimant and/or Mr Hassan then the Court will consider whether it is appropriate for it to do so directly.”*

8. The Order was made following a final hearing at Cardiff County court on 10 September 2020 before Mr Recorder Blakemore. The proceedings concerned a claim made by the firm to recover its legal fees from their former client, Client A. The respondent acted for Client A in earlier proceedings to have Client A’s name removed from the title register of a property. Those proceedings, concerned a restriction which had been placed on the property’s register which prevented the sale or transfer of the property. Those proceedings were withdrawn at Client A’s request and the Respondent then pursued Client A for the firm’s legal costs.
9. In the course of the costs recovery the court was presented with a copy of a transcript of a meeting on 16 May 2019 between the Respondent, Client A and Client A’s associates (Mr B and Mr C) who had recorded the meeting. The solicitors for Client A had disclosed the informal transcript as a document to be

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<sup>1</sup> MJC1 p67

relied upon in those proceedings. Accordingly, Client A relied on the informal transcript of the meeting on 16 May 2019, prepared by one of the individuals in attendance at the meeting of 16 May 2019<sup>2</sup>, in the proceedings to raise the following concerns:

- 9.1. that the Respondent had exaggerated or lied about the ownership and or transfer of the Property during the meeting of 16 May 2019; and
- 9.2. that the Respondent had suggested to Client A (and the other attendees of that meeting) that an adjournment of the court proceedings in relation to the transfer of the Property could be obtained by lying and producing fraudulent documents to the Court

10. According to the transcript obtained by the SRA, during the meeting of 16 May 2019, the Respondent says to those present<sup>3</sup>:

*'This is the time to decide. You are in the driving seat. You have two weeks. Decide now. There will be fucking nothing by the postponement. First, it is difficult to postpone it. You have to get a medical certificate and tell the lies. You can have that one. Go back to Pakistan and say that your father is seriously ill... An emergency occurred. Father ---- get the certificate. It's not like he has died, God forbid. The case will postpone, and the sky will not fall. If an action has to be taken, now, you are in the driving seat. Not later on. Act now. If you don't want to do this, then it's your choice.'*

11. According to the transcript provided by Client A to the Court, the Respondent says:

*'first of all it will not be postponed. The only way you can do this is by lying e.g we will have to provide medical evidence, get a ticket to Pakistan and say your father has passed away.'*<sup>4</sup>

12. Client A answers, 'No we will never do this.'

13. In response the Respondent says, *'I am not saying you have to do this but it can be postponed this way, it will not be the end of the world. But if you want to do something you should do it now. Not later on.'*<sup>5</sup>

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<sup>2</sup> MJC1 p69

<sup>3</sup> MJC1 p255

<sup>4</sup> MJC1 p75

<sup>5</sup> MJC1 p75

14. During the Court hearing of 10 September 2020, the Respondent gave evidence under oath as primary witness for the claimant, the Firm. In respect of the statements he made during the meeting with Client A and the other parties on 16 May 2019, at page 48 of the court transcript<sup>6</sup>, the Respondent says:

*'As I told in the court in the beginning, this conversation was exaggerated and lied, because my client told me that these people are pressurising him to withdraw the case, say whatever you say, to just get rid of them. Many things which was not in my file that I said in the conversation, only to just people get away from him, not to persuade to him to withdraw the case.'*

15. At page 49 of the Court transcript<sup>7</sup>, the Respondent is asked whether it was correct that the things the Respondent had said which were untrue during the meeting were to assist his client, Client A in getting out of the pressure from his brother-in-law. The Respondent replied, 'yes, yes'.

16. At page 32 of the translation of the audio recording obtained by the SRA, the Respondent tells those present, '*I held the property.*'<sup>8</sup>

17. At page 39 of the translation of the audio recording, the Respondent tells those present, '*He gave me free hand to do whatever I liked... You just sign and let me take care of the property in whichever way I like.*'<sup>9</sup>

18. At page 50 of the Court transcript<sup>10</sup>, the Respondent is asked again in cross-examination if he lied during the meeting and if he was asked to do this by Client A to prevent his family from pressurising him to withdraw the case. Mr Hassan says, '*Yes. The reason my client already told his brother in-law he has already transferred the property to me. So, he has no concern of any property, talk with Shafiq. So, he gives this indication to his brother-in-law, the property has gone. That was in there too, I never, ever had the property. And even in this conversation go through this one three, four time he says he has power of attorney. I never have power of attorney, only so they will not pressurise him... Again, as I told you that, this – there was the wrong information that property has been transferred property.*

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<sup>6</sup> MJC1 p50

<sup>7</sup> MJC1 p51

<sup>8</sup> MJC1 p227

<sup>9</sup> MJC1 p94 and 234

<sup>10</sup> MJC1 p52

*That I have the – what’s the name – power of attorney I have. So, on that basis this information was given, but my client knew that this is not correct.*<sup>11</sup>

19. At page 59 of the Court transcript, the Respondent is also asked, *‘Well, let me be clear. The impression that I have been left with – and if I am wrong then now is your chance to correct the impression that I’ve got – is that what you are telling me is that you did lie in the meetings that are transcribed, but that your reason for lying was in order to protect your client from pressure from others who were in the room. Have I got that right, have I got the right impression of what your evidence is?’* the Respondent answers, *‘Yes, he said he just because they pressuring him to withdraw the case, and the (Inaudible) doing to him he said, if they are now there he will be carry on.’*<sup>12</sup>

20. On page 60 of the Court transcript, the Respondent is asked, *‘So the defendant [Client A], told you to have a meeting with him and them, and to lie?’* the Respondent replies, *‘Not to lie, to just exaggerate and just to get a word about.’*<sup>13</sup>

21. For clarification the Respondent is asked, *‘OK. So, what I am writing down is my note of your evidence, so that I am clear is, “The defendant, [Client A], told me to include the other family members in the meetings and to exaggerate.” To exaggerate what?’* The Respondent answers, *‘To that property is not mine, property is gone.’*

22. The Respondent has admitted that these statements were untrue and he knew that these statements untrue as there had been no sale of the Property. The HMLR Office Copy Entries show the last sale on 26 April 2021<sup>14</sup>.

23. Also, Recorder Blackmore, made the following comments during the hearing of 10 September 2020<sup>15</sup>:

*‘concerningly, the suggestion by him that it was an option for his client to consider lying to the court in order to obtain an adjournment in a case. That was not a suggestion which was just part of conversation where he was responding to others who had the idea; it was, on the face of the transcript that*

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<sup>11</sup> MJC1 p52

<sup>12</sup> MJC1 p61

<sup>13</sup> MJC1 p62

<sup>14</sup> MJC1 p80

<sup>15</sup> MJC1 p65

*I have read and which he accepts is an accurate transcript of what was said, him that raised that prospect. It is deeply concerning that an officer of the court, a solicitor, a director of a firm, should even entertain such a thought, never mind verbalise it to a client. I do not accept his explanation before me that he is only raising it in order to somehow quell a pressure which he perceived was being placed on his client by others who he, as the solicitor, had allowed to be present in the room... those are matters which I do not consider can simply be left. They ought, in my judgment, be properly investigated by the Solicitors Regulation Authority, who can themselves, as the regulatory body, identify the reasonableness, the truth, the accuracy of the explanations given, and indeed explore, in so far as they would wish to, the practices employed by this firm when dealing with clients, client care letters and so on.'*

24. The Respondent has disputed the accuracy of the transcript<sup>16</sup> used in the Court proceedings. The transcript used in the Court proceedings was not produced by an accredited translator. The SRA therefore obtained a transcript from Translation World<sup>17</sup> which confirms that the Respondent made the statements.
25. On 8 March 2023, the SRA wrote to the Respondent<sup>18</sup> to clarify additional statements he made. In his response, and the Respondent explained that the transcript interpreted his words from the literal meanings of individual Punjabi characters, rather than on a nuanced understanding of idiomatic Punjabi language, as the *'Punjabi language has many shades of meaning and also tone, style and emotion have great impact on each sentence.'*<sup>19</sup>
26. At page 53-54 of the hearing transcript<sup>20</sup>, the Court reminded the Respondent that he had an obligation as a solicitor to act with integrity and with honesty and the Respondent accepted that. The Respondent is then asked to clarify whether he lied throughout the conversation of 6 May 2019, knowing that those attending had come to him in his capacity as a solicitor. The Respondent responds, *'No. Only because my client told me that to do that, nothing else, only not to withdraw the case...I give wrong information that we will take the action, yes.'*

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<sup>16</sup> MJC1 p79

<sup>17</sup> MJC1 p196

<sup>18</sup> MJC1 p273

<sup>19</sup> MJC1 p287

<sup>20</sup> MJC1 p55-58

27. Accordingly, the alleged conduct occurred on 16 May 2019. Full details of Client A's complaint are set out in Client A's witness statement dated 20 August 2022<sup>21</sup>.

28. In summary, Allegations 1.1 and 1.2 involve Mr Hassan engaging in conduct in the meeting of 16 May 2019 which was intended to mislead Client A and third parties and in that same meeting describing how an adjournment of a hearing could be obtained by misleading a court.

**Allegation 1.1 – the Respondent made untrue statements in an attempt to misled Client A as to the ownership of the Property**

29. The Respondent breached any or all Principles 2, 3 and 6 of the SRA Principles 2011 ("the Principles 2011") and failed to achieve Outcome 11.1 of the SRA Code of Conduct for Solicitors RELs and RFLS 2011 ("the Code for Solicitors").

30. The relevant facts are contained within the following documents:

- 30.1. A translation and transcript of a meeting of 16 May 2019 presented to the Court in proceedings on 10 September 2020
- 30.2. A formal translation and transcript of the meeting of 16 May 2019, prepared on behalf of the SRA by Transcription World, a professional translation company using an accredited translator.
- 30.3. A transcript of the court proceedings on 10 September 2010 before Mr Recorder Blakemore
- 30.4. The Witness Statement of Client A on 20 August 2022

31. The untrue statement (or exaggeration) that the Respondent made in the meeting of 16 May 2019 was that he had held the property subject of the first litigation, but it was now sold. The reason given by the Respondent for making the untrue statement was that he was trying to convince Client A's family members to cease pressurising Client A.

32. Lord Justice Jackson considered the meaning of integrity in *Wingate v The Solicitors Regulation Authority* [2018] EWCA Civ 366, which states:

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<sup>21</sup> MJC1 p104

*'97. In professional codes of conduct, the term "integrity" is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members. See the judgment of Sir Brian Leveson P in Williams at [130]. The underlying rationale is that the professions have a privileged and trusted role in society. In return they are required to live up to their own professional standards.'*

33. Therefore a member of the public would expect a solicitor not to make statements which are untrue, or at the very least exaggerated, especially in Court proceedings.
34. The Respondent was aware that as a member of the solicitors' profession he was and is expected to act with integrity. He was also aware that those attending the meeting of 16 May 2019, were approaching him in his solicitor capacity.
35. In saying things, he knew to be untrue or exaggerated he abused the trust placed in him and failed to act with integrity in breach of Principle 2 of the SRA Principles 2011.

**Allegation 1.2 – the Respondent invited Client A to lie to the Court in proceedings**

36. The SRA relies upon paragraphs 30 to 35 above. Additionally, the SRA relies upon the following facts and matters.
37. As a member of the profession and an officer the court to suggest to his client to lie to the court with a view to obtain an adjournment, is a failure on the Respondent's part to uphold the rule of law and the proper administration of justice in breach of Principle 1 of the SRA Principles 2011.
38. In suggesting to his client that he could lie to the court to obtain an adjournment the Respondent deliberately disregarded his obligation to act with integrity, i.e. his obligation to act with moral soundness, rectitude and steady adherence to an ethical code. In *Wingate v Solicitors Regulation Authority v Malins [2018] EWCA Civ 366*, it was said that integrity connotes adherence to the ethical standards of one's own profession.
39. As indicated at paragraph 12 above Client A told the Respondent that he would not lie to the Court. The same refusal is stated in the transcript obtained by the SRA<sup>22</sup>. As an officer of the Court, the Respondent was aware of the risk he was exposing

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<sup>22</sup> MJC1 p 255: "No, this is not like this." And "No, not this one"

his client to by lying to the Court. Furthermore, his client explicitly states that he will not do that. Nonetheless, Respondent continues to assert that lying to the Court is something his client must do if he wishes to obtain an adjournment.

40. This demonstrates a lack of integrity in accordance with the test set out above and is therefore a breach of Principle 2 – no member of the public expects a solicitor to tell their client to lie to court and solicitors owe a particular duty in relation to court proceedings, even if it is something which is harmful to their client’s case.
41. This is also in breach of the Respondent’s obligation to act in his client’s best interest contained within Principle 4 of the SRA Principles 2011.
42. The meeting of 16 May 2019 was attended by two other persons who were not clients of the Respondent. Nonetheless, the Respondent was prepared to suggest in front of all those presents that lying to the Court is an option for pursuing an adjournment. Furthermore, in open proceedings, Recorder Blackmore commented that this is conduct unbecoming a solicitor. Acting in the manner he did, the Respondent failed to behave in a way which maintains the trust placed in him and in the provision of legal services in breach of Principle 6 of the SRA Principles 2011. This is because upon hearing that a solicitor considers lying to court a viable option, would cause the public to question the standards of the profession.
43. In advising and suggesting that his client could lie to the Court, the Respondent failed to protect his client’s interests in the matter. The transcript obtained by the SRA<sup>23</sup> establishes that at no point does the Respondent warn his client about the risks of lying to the Court. On the contrary, in advising his client to do this, the Respondent attempts to reassure Client A by saying, ‘*the sky will not fall*’. The Respondent has therefore failed to achieve Outcome 1.2 of the SRA Code of Conduct 2011.

### **Dishonesty**

44. In relation to the allegations above, at 29 to 35 and 36 to 43 dishonesty is alleged as an aggravating factor in relation to the misconduct which occurred on 16 May 2019 (therefore prior to 25 November 2019 and prior to Principle 4 of the SRA Principles 2019).
45. The SRA relies upon the test for dishonesty stated by the Supreme Court in *Ivey v Genting Casinos [2017] UKSC 67*, which applies to all forms of legal proceedings, namely that the person has acted dishonestly by the ordinary standards of reasonable and honest people:

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<sup>23</sup> MJC1 p196-272

*“When dishonesty is in question the fact-finding tribunal must first ascertain (subjectively) the actual state of the individual’s knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the fact-finder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest.”*

46. At the time that the Respondent met Client A and his associates on 16 May 2019, he was aware that:

- 46.1. he had had not held the Property
- 46.2. the Property had not been sold and was not ‘gone’;
- 46.3. there was no power of attorney; and
- 46.4. his client’s father was not seriously ill and had not passed away.

47. An objective observer would not consider lying to court or such exaggerations as viable options to obtain a desired outcome.

48. The Respondent accepted before the court that he has lied and exaggerated during the meeting of 16 May 2019. He told the court that he knew the property had not been sold and that there was no power of attorney. According to the Respondent his client knew the same and he told the court that a lot of what he said was untrue or exaggerated but that he did this to remove the pressure being placed by family members upon his client.

49. The standard of honesty required for solicitors as set out in *Bolton v Law Society* [1993] EWCA Civ 32, i.e. that they may be ‘*trusted to the ends of the earth*’.

50. The Respondent was willing to mislead the court and actively advised his client to do so. In the case of *Brett v SRA* [2014] EWHC 2974 at paragraph 111 Lord Thomas of Cwmgiedd, CJ states:

*“...that misleading the court is regarded by the court and must be regarded by any disciplinary tribunal as one of the most serious offences that an advocate or litigator can commit. It is not simply a breach of a rule of a game, but a fundamental affront to a rule designed to safeguard the fairness and justice of proceedings. Such conduct will normally attract an exemplary and deterrent sentence. That is in part because our system for the administration of justice relies so heavily upon the integrity of the profession and the full discharge of the profession’s duties and in part because the privilege of conducting litigation or appearing in court is granted on terms that the rules are observed not merely in their letter but in their spirit. Indeed, the reputation of the system of the administration of justice in England and Wales and the standing of the*

*profession depends particularly upon the discharge of the duties owed to the court.”*

51. The Respondent was therefore dishonest by the standards of ordinary decent people.

### **The SRA's investigation**

52. The SRA has taken the following steps to investigate the allegations which it makes against the Respondent.

52.1. SRA obtained a witness statement of Client A dated 20 August 2022<sup>24</sup> which provided the relevant background and context in which the meeting of 16 May 2019 took place.

52.2. The SRA obtained a transcript from Translation World<sup>25</sup>, an authorised and accredited translation provider which transcribed and translated an audio recording supplied by Client A of the meeting on 16 May 2019.

52.3. The SRA obtained a transcript of the Court proceedings before Mr Recorder Blakemore on 10 September 2020 from a court authorised transcriber, Auscript (now VIQ solutions)<sup>26</sup>.

52.4. The SRA also obtained Official Copies of the Register and Title Plan of the Property under title number CYM90187 providing evidence of the last transaction on 29 January 2021.

52.5. Notwithstanding the direct evidence available through transcripts the SRA sought clarification from the Respondent on issues raised by the transcripts and the words used by the Respondent:

52.5.1. On 1 January 2021 the SRA sent an initial email to the Respondent<sup>27</sup>.

52.5.2. On 17 February 2021, Murdochs solicitors confirmed their instruction on behalf of the Respondent.<sup>28</sup>

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<sup>24</sup> MJC1 p104

<sup>25</sup> MJC1 p196

<sup>26</sup> MJC1 p3

<sup>27</sup> MJC1 p76

<sup>28</sup> MJC1 p79

52.5.3. On 1 September 2021 the SRA wrote to the Respondent's Solicitors, Murdochs, with a copy of the Translation by Translation World.<sup>29</sup>

52.5.4. On 29 October 2021 the SRA received a response to initial enquiries to the Respondent.<sup>30</sup>

52.5.5. On 8 March 2023 the SRA raised additional queries by email.<sup>31</sup>

52.5.6. A response was received on 16 March 2023<sup>32</sup> providing a document entitled "Reply" on behalf of the Respondent.

53. The Respondent's case as advanced by Murdochs in their letter of 29 October 2021 was in relation to Allegation 1.1: "*My client denies that he either lied to AR or that he admitted this in court.*"

54. In respect of Allegation 1.2, Murdochs stated:

*"My client asserts that the comments were purely hypothetical and did not constitute advice to his client. He indicates that [Mr B and Mr C] were asking my client about the possibility of an adjournment and the type of circumstances that could prove successful. In response my client highlighted the sort of extreme circumstances that would be required to gain an adjournment at that late stage.*

*This was not intended to be advice, but rather indicated the impossibility of an adjournment."*

55. The Respondent's case as set out in Murdochs' letter of 21 October 2021 asserts differences and nuances in translation in respect of what the Respondent was attempting to convey to Client A<sup>33</sup>.

56. The document produced by the Respondent by way of Reply makes assertions as to the accuracy of the translations:

*It is very difficult to reconcile the English purported transcript with my comments and what I intended to convey. The submitted transcript was made by interpreting my words from the literal meanings of individual Punjabi characters, rather than on a nuanced understanding of idiomatic Punjabi language.*

*Punjabi language has many shades of meaning and also tone, style and emotion have great impact on each sentence. I would also point out my*

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<sup>29</sup> MJC1 p86

<sup>30</sup> MJC1 p90

<sup>31</sup> MJC1 p273

<sup>32</sup> MJC1 p2778 with the Reply at p287

<sup>33</sup> MJC1 p90

*solicitor's facts to this point in his letter dated 29th October 2021 at point 16 and 17.*


57. The document concludes with the Respondent asserting that:

*"I think I need to reiterate, that the whole conversation, after the termination of the retainer, was instigated by [Mr C], secretly recorded by him without my consent, and the sole purpose of which was to trap me into a position where he could use the conversation against me and avoid paying our bills. He had grudge and evil will against me and asked same questions in different way with deferent hypothetical scenarios to trap me."*

58. In support of the Respondent's position a further translation was provided by the Respondent by Ace Language services dated 9 October 2023<sup>34</sup>. The tribunal will be asked to conclude that this transcript does not differ with the SRA's translation in any material aspect or appear to alter the seriousness of the allegations

59. On 21 November 2023 an Authorised Decision Maker of the SRA decided to refer the conduct of the Respondent to the Tribunal

I believe the contents of this statement are true.

  
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Dated this 23 day of February 2024

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<sup>34</sup> MJC1 p342

**BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL**

**IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)**

**AND IN THE MATTER OF:**

**SOLICITORS REGULATION AUTHORITY LIMITED**

Applicant

and

**MR SHAFIQ-UL HASSAN**

Respondent

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**APPENDIX 1 TO STATEMENT PURSUANT TO RULE 12 (2) SOLICITORS  
(DISCIPLINARY PROCEEDINGS RULES) 2019**

**Relevant Rules and Regulations**

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**Allegations 1.1:**

Principles 2, 3 and 6 of the SRA Principles 2011 and Outcome 11.1 of the SRA Code of Conduct for Solicitors RELs and RFLS 2011

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|-------------|--|
| Principle 2 | You must act with integrity  |
| Principle 3 | You must not allow your independence to be compromised.  |
| Principle 6 | You must behave in a way that maintains the trust the public places in you and in the provision of legal services. |

**SRA Code of Conduct 2011**

- |                 |  |
|-----------------|--|
| Outcome O(11.1) | You do not take unfair advantage of third parties in your professional or personal capacity. |
|-----------------|--|

**Allegation 1.2:**

This allegation refers to Principles 1, 2, 4 and 6 of the Principles 2011 and failed to achieve Outcome 1.2 of the Code for Solicitors

SRA Principles 2011

- Principle 1            You must uphold the rule of law and the proper administration of justice.
- Principle 2            You must act with integrity.
- Principle 4            You must act in the best interests of each client
- Principle 6            You must behave in a way that maintains the trust the public places in you and in the provision of legal services.

SRA Code of Conduct 2011

- Outcome O(1.2)        you provide services to your clients in a manner which protects their interests in their matter, subject to the proper administration of justice.