Sensitivity: General

Case No:

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 GBOYEGA AJIBOLA OKUNNIGA

Respondent

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

I, **MICHAEL COLLEDGE**, am a Solicitor and Partner at Blake Morgan LLP of New Kings Court, Tollgate, Chandler's Ford, Eastleigh SO53 3LG. I make this statement on behalf of the Applicant, the Solicitors Regulation Authority Limited ("**the SRA**").

The allegations

1. The allegations are based on the SRA Principles 2019 ("the Principles"), the SRA Code of Conduct for Solicitors, RELs and RFLs ("the Code for Solicitors") and, where applicable the SRA Principles 2011 ("the 2011 Principles")

2. The allegations against the Respondent made by the SRA are that, whilst in practice as a consultant solicitor at Clifton Law Limited ("the Firm"):

Allegation 1 – Misleading the Court

2.1. During the period 25 September 2020 to 22 June 2022, the Respondent gave misleading information to the Court in written and oral evidence during proceedings under claim number 159MC544 in Coventry County Court[1] ("the

[1] The Proceedings were in relation to a dispute regarding fees between the Respondent and the Firm.

A1734

Proceedings") by fabricating the existence of the merger between his company ("Company X") and Company A in an attempt to explain why he received nine payments from clients into his personal bank accounts, where the monies were owed to the Firm for legal fees.

2.2. In doing so, the Respondent breached all or any of the following:

2.2.1. Principle 1 of the Principles
2.2.2. Principle 2 of the Principles
2.2.3. Principle 4 of the Principles
2.2.4. Principle 5 of the Principles
2.2.5. Paragraph 1.4 of the SRA Code for Solicitors.

2.3. The facts and matters relied upon in support of this allegation are set out in paragraphs 10 to 28 below.

Allegation 2 – Issuing invoices for money not owed to the Firm

2.4. On 30 January 2019, 28 May 2019, 12 August 2019 and 31 October 2019 the Respondent issued invoices to Mr and Mrs A and subsequently demanded payment for outstanding fees allegedly owed to the Firm where the Firm had not authorised the issuing of invoices and where fees were not owed to the Firm.

2.5. In doing so, the Respondent breached all or any of the following:

2.5.1. Principle 2 of the 2011 Principles
2.5.2. Principle 4 of the 2011 Principles
2.5.3. Principle 6 of the 2011 Principles

2.6. The facts and matters relied upon in support of this allegation are set out in paragraphs 41 to 51 below.

Allegation 3 – sent misleading letters

2.7. On 28 and 30 January 2019, sent two letters to third parties in which he purported to act on behalf of the Firm in respect of the transfer of gold and falsely stated that he was "Head of International Trade and Arbitration" on the Firm's letterheaded paper.

2.8. In doing so, the Respondent breached all or any of the following:

2.8.1. Principle 2 of the Principles 2011

2.8.2. Principle 6 of the Principles 2011

2.9. The facts and matters relied upon in support of this allegation are set out in paragraphs 53 to 62 below.

Allegation 4

2.10. During the period from 14 December 2022 to 29 September 2023, the Respondent gave misleading information to the Court in written and oral evidence during enforcement proceedings[2] ("the Enforcement Proceedings") by providing false information about the beneficial ownership of the Property subject to the Interim Charging Order, in his defence of the application for a Charging Order over the Property.

2.11. In doing so, the Respondent breached all or any of the following:

2.11.1. Principle 1 of the Principles
2.11.2. Principle 2 of the Principles
2.11.3. Principle 4 of the Principles
2.11.4. Principle 5 of the Principles
2.11.5. Paragraph 1.4 of the Code for Solicitors

2.12. The facts and matters relied upon in support of this allegation are set out in paragraphs 64 to 70 below.

3. Allegations two and three are advanced 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, please see paragraphs 77 to 80 below.

Appendices and Documents

4. The following appendices are attached to and relied upon in this Statement:

4.1. Appendix 1: Relevant rules and regulations.

4.2. Appendix 2: Anonymisation Schedule.

[2] Post-judgment matters arising from the Proceedings

5. I also attach to this statement a bundle of documents, marked Exhibit MJC1, to which I refer in this statement. Unless otherwise stated, page references in this statement relate to that exhibit, using the format **[MJC1/X]**.

Professional Details

6. The Respondent was admitted as a solicitor on 04 January 2010. The Respondent held a practicing certificate for the practice year 2023/2024 although his main role is currently not specified on the Law Society website. Following a Decision of Adjudicator dated 16 May 2024, the following sanctions have been applied to the Respondent's 2023/2024 practising certificate (with a current practising certification being processed by the SRA Authorisation Unit):

6.1. The Respondent may act as a solicitor only as an employee, and only where the employment has first been approved by the SRA;

6.2. The Respondent shall not provide reserved or unreserved legal services on his own account under regulations 10.2(a) or (b) of the SRA Authorisation of Individuals Regulations;

6.3. The Respondent may not be a manager or owner of an authorised body;

6.4. The Respondent may not be a compliance officer for legal practice or a compliance officer for finance and administration for any authorised body;

6.5. The Respondent may not act as a signatory to any client or office account and does not have the power to authorise payments or transfers from any client or office account.

7. The Respondent has made representations that he was not working due to ill health and has produced a medical report dated 26 September 2024 [**MJC1/145-150**] which details pain he is experiencing in both sides of his chest, sleep issues and pain across the front of his forehead. He has been prescribed Ibuprofen to help with his symptoms, with further assessment required if his symptoms do not improve.

The facts and matters relied upon in support of the allegations

Background

8. The conduct in this matter came to the attention of the SRA when the SRA received two reports concerning the Respondent. The SRA received an undated report from the Firm and a report dated 10 February 2020 from Mr and Mrs A which raised complaints about the Respondent's conduct. Full details of the Firm's report to the SRA are set out at pages [**MJC1/707 to 709**]. Full details of the second report to the SRA from Mr and Mrs A are set out at pages [**MJC1/710 to 715**].

9. The alleged conduct arises out of the Respondent's conduct of work relating to Mr and Mrs A as clients of the Firm. Allegations one and four also involve a subsequent dispute between the Respondent and the Firm, in relation to the Proceedings.

10. As a result, two FI Reports were commissioned as explained in paragraphs 84 to 85 below one pre-Proceedings and one post-Proceedings to address the differing time periods for the allegations. The specific background to each allegation is therefore set out separately below.

Allegation 1 – From 2021 to June 2022 the Respondent gave misleading information to the Court in written and oral evidence during the Proceedings, by fabricating the existence of the Merger in an attempt to explain why he received nine payments from clients into his personal bank accounts, where the monies were owed to the Firm for legal fees.

11. The SRA relies upon paragraphs 7 to 8 above. Additionally, the SRA relies upon the following facts and matters.

12. On 26 June 2022, District Judge Gilmore ('the Judge') handed down a Judgment in the Proceedings **[MJC1/716-730]**, finding in favour of the Firm in a claim by the Respondent for monies owed. The Judge found that the Respondent was a "*dishonest fraudster, who has consistently lied to the Court and to [the Firm]*" and that he had entirely fabricated the existence of the Merger in an effort to explain why he had received payments from the client directly into his personal bank accounts **[MJC1/728]**. The reasons for the Judge's findings are set out at paragraph 59 (a) to (o) of the Judgment **[MJC1/728-729]**. The Respondent sought to appeal the Judgment, which was subsequently dismissed **[MJC1/1438-1439]**.

13. It was the Respondent's case in the Proceedings that *"all monetary transactions being claimed by the* [Firm] *without establishing any basis for doing so are*

monetary transactions that are subject to a separate contract between [himself] and [Company A]"*, referred to as "the Merger".* **[MJC1/720]**

14. District Judge Gilmore found that there was an *"absence of any document evidencing the existence of the Merger or any proposal to merge the businesses…."* **[MJC1/728]**

15. The Judge found that *the "differing accounts given by* [the Respondent] *as to the terms of the "merger" and the new assertion that he was appointed Company Secretary for* [Company A] *(although this was not recorded at Companies House demonstrates* [the Respondent's] *lack of credibility."* **[MJC1/728]**

16. In the Respondent's supplemental witness statement in the Proceedings, he stated that he first encountered Mr and Mrs A in August 2018, when Mr A's contacted him "*regarding a business matter in Africa*" and that a "*mutual friend referred him to me*" **[MJC1/874]**. At the time, Mr A was being detained in a detention centre on an immigration matter **[MJC1/1536]**.

17. The Respondent stated that Mr A asked him to be "the trade/legal advisor" to his Company X, which was subsequently incorporated. The Respondent stated that he accepted the offer and that in the course of a particular trade matter he was working on, a deal was reached with "*the board of [Company A]*" to merge his consultancy business, Company X, and Company A, whereby he would receive "*a 50% stake in the merger*" and "*an annual retainer of £12,000 as an advisor*" **[MJC1/875]**. During the Proceedings the Respondent was unable to adduce any documentary evidence to support this alleged proposal to merge the businesses or the alleged Company A board resolution which defined the terms of the Merger.

18. The Judge found that there was an "*absence of any document evidencing the existence of the Merger or any proposal to merge the businesses: it is simply not credible that such a business arrangement would not have been recorded in writing, or at least clearly evidenced by some correspondence, particularly as it is clear from the documents in this case that [the Respondent] is a prodigious correspondent*" **[MJC1/728]**.

19. The Judge also commented on the "*lack of any cogent explanation as to why [Mr and Mrs A]/Company A would be prepared to enter a merger with [the*

Respondent], on a 50/50 basis, with whom it had no prior business relationship" **[MJC1/728]**.

20. As evidenced by Companies House records, Company A was incorporated as a company on 5 November 2018, with only one registered director and person with significant control, that being Mrs A **[MJC1/1377-1387]**.

21. If the Respondent was involved in the incorporation of Company A as part of the Merger in which he was to receive a 50% benefit, he would have been registered as a person with significant control at Companies House. However, as evidenced by Companies House records, the Respondent has never been a director, or a person with significant control of Company A **[MJC1/1388-1390]**.

22. The Respondent gave conflicting and differing evidence at trial during the Proceedings between him and the Firm, stating, *"the merger did happen, but I wasn't given 50%, I was not given any percentage but I was still part of the business. I was a company secretary to* [Company A] *and a trade advisor"* **[MJC1/722]**.

23. The Respondent stated in his witness statement that as part of the Merger he was to receive an annual retainer of £12,000 as Company A's trade adviser **[MJC1/722 and 1154]**. The Respondent has provided no evidence of the retainer and stated *"… I do not see the relevance of this retainer to* [Mr and Mrs A's] *complaint"* **[MJC1/1262].**

24. During oral evidence at the Proceedings, the Respondent stated that he had been paid the retainer by stating "*I was due to be paid £12,000. I was in fact paid*" **[MJC1/722]**. The Respondent exhibited a document in his supplemental witness statement in the Proceedings entitled "Statement of Account." The document records a 'company payment' being made from the First Lloyds Account for $12,000 on 31 December 2019 for 'Advisor Retainer' **[MJC1/1882]**. There is no record of any payment of £12,000 (or $12,000) of being made to the Respondent's First Lloyd Account. The Statement of Account shows that the Respondent transferred £14,000 from his First Lloyds Account to his Second Lloyds Account on 13 December 2019 which was not recorded on the Statement of Account.

25. The Judge referred to the absence of any documentary evidence to prove the alleged agreed retainer of £12,000 when concluding *"that there was no such retainer agreed."* **[MJC1/729]**

26. With regard to a bank mandate that the Respondent relied upon during the Proceedings **[MJC1/522-531]**, the document purports to have been completed by the Respondent and Mrs A on 5 and 6 November 2018. The bank mandate was stated by the Respondent to add Mrs A as a primary signatory to the Company X business bank. Mrs A denies that she signed the bank mandate and alleges that the Respondent must have fabricated this document **[MJC1/50]**.

27. The Respondent failed to adduce any documentary evidence to show that the application was submitted to Lloyds Bank, not confirmation of the bank declining the application, as he alleges.

28. With regard to the Statement of Account exhibited to the Respondent's Supplemental Witness Statement dated 18 June 2021 **[MJC1/852]**, the Judge found that it was *"plainly a wholly inaccurate document."* **[MJC1/728]**

29. The Judge remarked that the absence of documentary evidence to support the alleged payments made by the Respondent to third parties on Company A's behalf led her to find that *"…. These were fictitious payments, added to the "Statement of Account" to bolster* [the Respondent's] *case."* **[MJC1/729]**

Breaches of the Principles and the SRA Code for Solicitors in relation to Allegation 1

Paragraph 1.4 of the Code

30. Paragraph 1.4 of the Code requires solicitors not to mislead or attempt to mislead clients, the court or others. The Respondent's conduct, in knowingly giving false and misleading evidence during court proceedings in an attempt to mislead the court, in respect of the Merger, the Bank Mandate and a Statement of Account was therefore in breach of Paragraph 1.4 of the Code.

Principle 1 of the Principles – act in a way that upholds the rule of law, and the administration of justice

31. Principle 1 required the Respondent to act in a way that upheld the constitutional principle of the rule of law and the proper administration of justice. A solicitor will breach the obligation to uphold the proper administration of justice if they give misleading information or knowingly allow the Court to be misled.

32. The Lord Chief Justice in Brett v SRA [2014] EWHC 2974 (admin) said, *"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."*

33. By giving false and misleading evidence to the Court, as referred to above, the Respondent attempted to misled the Court and therefore undermined the system for the proper administration of justice, in breach of Principle 1 of the Principles.

Principle 2 of the Principles – act in a way that upholds public trust and confidence

34. The Respondent was in a position of trust and responsibility as a solicitor who had the responsibility to ensure that he did not give false evidence with the intention of misleading the court. The Respondent was an experienced solicitor who had been admitted to the Roll on 4 January 2010 and, given his level of experience, a higher level of foresight, insight and better judgment was expected.

35. Members of the public should be able to place their trust in members of the profession, who are held in high regard. Any behaviour which undermines this trust damages not only the regulated person, but also the ability of the legal profession as a whole to serve society.

36. By his actions as described at paragraphs 10 to 28 above, the Respondent seriously risked reputational damage to the legal profession and the system of the administration of justice, which depends upon officers of the court discharging their duties. The Respondent has abused his position as an officer of the court, which is deemed the utmost serious of conduct. He therefore failed to act in a way that upholds public trust and confidence in the legal profession and in legal services provided by authorised persons, in breach of Principle 2 of the SRA Principles.

Principle 4 of the Principles – act with honesty

37. The Applicant 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:

> *"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."*

38. When the Respondent consistently provided misleading information to the Court throughout the Proceedings, he knew or believed the following matters:

    37.1 That the witness statements he provided during the course of the Proceedings included false and misleading information, and there was no evidence to substantiate the assertions he was making;

    37.2 That he was signing a Statement of Truth on documents which he knew contained untrue information which was apt to mislead; and

    37.3 That the evidence he was giving under Oath contained submissions that were false and potentially misleading.

39. Given this state of knowledge and belief, the Respondent acted dishonestly by the standards of ordinary decent people. Ordinary decent people would consider it dishonest for a solicitor to act in the manner described above at paragraphs 10 to 28. By doing so, the Respondent failed to act with honesty and therefore breached Principle 4 of the SRA Principles.

Principle 5 of the Principles – act with integrity

40. In Wingate v SRA [2018] EWCA Civ 366, the Court of Appeal held that integrity connotes adherence to the ethical standards of one's profession. Lord Justice Jackson held:

"Integrity is a broader concept than honesty. 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".

41. Paragraph 30 is repeated. By providing misleading information to the Court, the Respondent failed to act with integrity, i.e. with moral soundness, rectitude and steady adherence to an ethical code. The Respondent was in a position of trust and responsibility as a solicitor. A solicitor acting with integrity would not give evidence that was known to be false to a Court or third parties and thus mislead the Court and therefore breached Principle 5 of the SRA Principles.

Allegation 2 - Issued invoices to Mr and Mrs A and subsequently demanded payment for outstanding fees allegedly owed to the Firm in circumstances where the Firm had not authorised the issuing of invoices and where fees were not owed to the Firm.

42. The SRA relies upon paragraphs 7 to 8 above. Additionally, the SRA relies upon the following facts and matters.

43. In or around mid to late 2019, Mr A withdrew his instruction from the Respondent in respect of the immigration matter following which the Respondent issued numerous conflicting invoices to Mr and Mrs A **[MJC1/662-671]**. By his own admission the Respondent prepared and issued all of these invoices.

Invoice dated 30 January 2019

44. On 26 September 2019, the Respondent sent an email to Mr and Mrs A attaching four invoices purportedly on the client's account **[MJC1/661]**. He set out the fees which allegedly remained outstanding on the client's account amounting to £56,750.00. Mrs Onwuka of the Firm has confirmed that the Firm had no knowledge of the Respondent raising these invoices and demanding payment via email **[MJC1/1172]**. There is no evidence on the client file that the Firm was aware of and/or authorised the Respondent to raise these invoices.

45. Mrs Onwuka has confirmed that the invoice dated 30 January 2019 was not on the Firm's official proforma invoice template and that the Respondent has created his own version **[MJC1/1172]**. The Respondent was clearly aware of the correct

template to use, as shown in his email to Mrs Onwuka of the Firm dated 24 January 2019 in which he attached an invoice dated 23 January 2019 addressed to Mrs A in respect of Mr A's immigration matter, using the correct letterhead **[MJC1/585]**.

Invoices dated 28 May 2019, 12 August 2019 and 31 October 2019

46. The Respondent prepared an invoice dated 28 May 2019 addressed to Mrs A requesting payment of £5,400 for outstanding fees **[MJC1/665]**. Again, the Respondent used his own template to create an invoice. There is no record on the client file of the Respondent sending the invoice to the client on or around the stated invoice date. **[MJC1/70]**

47. The invoice dated 31 October 2019 was attached to an email of the same date he sent to Mrs A with the subject heading '*OUTSTANDING DEBT DUE TO [THE FIRM] - £6,480.00 NOTICE OF INTENDED COURT PROCEEDINGS*." **[MJC1/662]**

48. Ultimately, the Judge in the Proceedings between the Respondent and the Firm found that the Respondent *"plainly fabricated sums alleged to be owing to him.."* by Mr and Mrs A in respect of the invoice dated 30 January 2019 **[MJC1/729]**.

49. The evidence shows that the purported fees owed by Mr and Mrs A to the Firm had been fabricated by the Respondent. The Respondent prepared and issued the fabricated invoices for sums purportedly owing to the Firm. The Respondent chased payment of these invoices and threatened legal action against the clients in the email and letter dated 31 October 2019, without the knowledge and authority of the Firm. The Respondent did so in the knowledge that the fees were not justified or owed for the legal work he had completed, because he had already received payment for that legal work into his personal bank accounts.

Breaches of the 2011 Principles in relation to Allegation 2

<u>Principle 2 of the 2011 Principles - acting with integrity.</u>

50. The test for integrity is set out at paragraph 38 above and repeated. The Respondent sought to significantly overcharge Mr and Mrs A by demanding payment of £56,750 for alleged outstanding legal fees **[MJC1/661]**. The Respondent raised these invoices and chased for payment in threatening emails

and letters without the Firm's knowledge or consent in circumstances where he knew the alleged fees were not owed to the Firm. In doing so, the Respondent has seriously compromised his integrity, in breach of Principle 2 of the 2011 Principles.

Principle 4 of the 2011 Principles - acting in the best interest of each client.

51. The Respondent's conduct in demanding money from his clients which he knew was not due from them, and when he knew that had already paid him directly for legal services provided by him, Mr and Mrs A, was not in their best interests. In doing so, the Respondent preferred his own financial interests to those of his clients. The Respondent therefore breached Principle 4 of the 2011 Principles.

Principle 6 of the 2011 Principles - maintaining public trust

52. The Respondent's conduct seriously undermines public confidence in solicitors and the delivery of legal services. By deliberately attempting to demand payment of legal fees, in the knowledge that no such fees were owed the Respondent has abused the trust that clients place in solicitors and the legal profession. Public confidence in the Respondent, in solicitors and in the provision of legal services is likely to be undermined by issuing invoices where no fees were due and then threatening the clients with legal proceedings when payment was not made by them. The Respondent therefore breached Principle 6 of the 2011 Principles.

Allegation 3 - On 28 and 30 January 2019, sent two letters to third parties in which he purported to act on behalf of the Firm in respect of the transfer of gold and falsely stated that he was "Head of International Trade and Arbitration" on the Firm's letterheaded paper.

53. The SRA relies upon paragraphs 7 to 8 above. Additionally, the SRA relies upon the following facts and matters.

54. On 28 and 30 January 2019, the Respondent prepared and sent two letters on the Firm's letterheaded paper addressed to Ethiopian Airlines **[MJC1/589]** and Emirates SkyCargo **[MJC1/594]**. The letters were written to put the recipients on notice of a proprietary injunction application being made to Hong Kong High Court to prohibit the removal of a cargo of gold bars from custody. In the above letters the Respondent referred to the Firm as acting for Mr and Mrs A and/Company A in

respect of the transfer of gold and signed the letters as the "Head of International Trade and Arbitration Clifton Law."

55. No written authority was received from the Firm that would allow the Respondent to carry out international trade and arbitration work in the Firm's name. As confirmed by the Firm, no client file was opened in respect of Company A nor was a client care letter issued. It was the Respondent's evidence during the Proceedings between him and the Firm that Company A was not a client of the Firm **[MJC1/723]**; therefore, it was misleading for the Respondent to refer in the letters to the Firm acting on behalf of Mr and Mrs A in respect of the trade of gold matter, when he had no such authority to be acting on the matter through the Firm.

56. Previous correspondence that the Respondent sent out to third parties from his firm email account shows that he did not alter his title dependent on the legal matters he was working on, such as immigration and bankruptcy matters **[MJC1/550, 661, 669, 676, 682, 1434]**.

57. The fact that the letter was written from the Firm, on Firm letterheaded paper and signed purportedly by the "Head of International Trade and Arbitration" of the Firm would give a misleading impression to the third-party recipients.

58. It was the Respondent's evidence during the Proceedings that Company A was not a client of the Firm **[MJC1/723]** and that the two letters that he sent were a one-off. As confirmed by the Firm, no client file was opened in respect of Company A; therefore, it was misleading for the Respondent to refer in the letters to the Firm acting in respect of the gold matter, when he had no such authority to be acting on the matter through the Firm.

59. During the recorded interview of 11 November 2020 with the FI Officer, the Respondent denied that identifying himself as Head of International Trade and arbitration was misleading *as "I do International Trade anyway and I have to now deal with this matter…. then I have to designate myself in the proper context of what I'm doing at that moment."* Previous correspondence that the Respondent sent out to third parties from his firm email account shows that he did not alter his title dependent on the legal matters he was working on at the time, such as immigration or bankruptcy matters. The Respondent used the signature

"[Respondent name] / Solicitor/ Clifton Law Solicitors" on all other Firm correspondence **[MJC1/1434]**.

Breaches of the 2011 Principles in relation to Allegation 3

Principle 2 of the 2011 Principles - acting with integrity.

60. The test for integrity is set out at paragraph 38 above.

61. A solicitor acting with integrity would not hold himself out to others as being the 'Head of International Trade and Arbitration' at the Firm in circumstances where he knew that he did not hold that role and was not authorised by the Firm to do so. Nor would he claim to be acting on a matter on the Firm's behalf when he knew this was not the case. The Respondent therefore breached Principle 2 of the 2011 Principles.

Principle 6 of the 2011 Principles - maintaining public trust

62. The Respondent's conduct was liable to mislead third parties as to his role, title and position. His conduct risks undermining the public's trust and confidence in solicitors and the provision of legal services if they cannot rely on the contents of correspondence or statements made by solicitors. Public confidence in the Respondent, in solicitors and in the provision of legal services is likely to be undermined because members of the public would not expect a solicitor, as an officer of the court and in a position of trust, to give misleading information to others. The Respondent therefore breached Principle 6 of the 2011 Principles.

Allegation 4 – from 14 December 2022 to 29 September 2023, the Respondent gave misleading information to the the Court in written and oral evidence during Enforcement Proceedings by providing false information about the beneficial ownership of the Property subject to the Interim Charging Order in an attempt to avoid the Charging Order over the Property.

63. The SRA relies upon paragraphs 7 to 8 above. Additionally, the SRA relies upon the following facts and matters.

64. During the Enforcement Proceedings arising out of the Judgment of DJ Gilmore, the Respondent sought to set aside an Interim Charging Order dated 21 October 2022 against the Property **[MJC1/953]**. He did so by claiming that pursuant to a Declaration of Trust Deed dated 17 April 2017, he had no beneficial interest in the Property and that his wife was the sole beneficial owner.

65. District Judge Gilmore dismissed the Respondent's application to set aside the Interim Charging Order during the Hearing on 30 October 2023 **[MJC1/733-743].** The Judge found that the Respondent had consistently lied in order to persuade the Court that his wife was the 100% beneficial owner of the Property and found that the Declaration of Trust Deed upon which he sought to rely upon was, *"simply produced so that* [the Respondent]*, a fraudster, could seek to rely on it at some point in the future should he need to try and avoid the consequences of his dishonesty."*

66. The Judge referred to the fact that it was five years from the date of the Trust Deed that the Respondent decided to apply for a restriction on the property register and that the Form 17 (a declaration to HMRC declaring the beneficial split of an asset) was submitted in 2022 [**MJC1/741**] which could have avoided the financial consequences of the Proceedings between him and the Firm.

67. Furthermore, in the Enforcement Proceedings Judgment dated 20 October 2021 **[MJC/733-743]** statements from the Respondent's Barclays Account showed that he paid the entire mortgage for the Property from this account. He was therefore paying all of the mortgage payments from his own account despite allegedly not having any beneficial interest in the Property. The judge stated that the Respondent being solely responsible for the mortgage payments was *"entirely inconsistent with having zero beneficial interest in the Property."* **[MJC/741]**

68. Additionally, the TR1 (the Transfer Form for the Property) in respect of the Property, which predated the Trust Deed, did not record that the Respondent's wife held the entire beneficial interest in the Property **[MJC/1033]**.

69. It was the Respondent's case that his wife used the proceeds of sale of Property B, as the sole beneficial owner, to purchase the Property. He claimed that his wife held 100% of the beneficial interest, whereas he had no beneficial interest in Property A.

70. The Respondent gave inconsistent evidence regarding an alleged decision to rent out Property A during cross-examination. The Respondent submitted in oral evidence that the reason the Declaration of Trust Deed was registered in 2022, was because the Property was being rented out. The Respondent stated upon

cross-examination that the property was *"….first rented out in December 2022 because we were setting up our business and everything."* The Judge queried with the Respondent if Property A was rented from December 2022 as he had claimed, then why was his wife using the address of Property A in the application notice in March 2023 in relation to the Enforcement Proceedings. In response, the Respondent stated *"We didn't rent it out, I said it was supposed to be rented in 2021, I didn't say it was rented out…..that is why we gave the notification to HMRC*" **[MJC/1132]**.

Breaches of the Principles and the Code for Solicitors in relation to Allegation 4

Paragraph 1.4 of the Code for Solicitors

71. By providing false oral and written evidence during the Proceedings, the Respondent attempted to mislead the Court by giving misleading information. As an officer of the Court, the Respondent had an overriding duty to provide to the Court only accurate information. By acting as described at paragraphs 62 to 69 above, failed to do so, and therefore acted in breach of Paragraph 1.4 of the Code.

Principle 1 of the Principles – act in a way that upholds the rule of law, and the administration of justice

72. By giving false evidence and relying on a document which he knew was not genuine, and which was later described aby the Court as a "sham", in the Proceedings to attempt to avoid a Charging Order, the Respondent attempted to mislead the Court and in doing so undermined the system for the administration of justice, in breach of Principle 1 of the Principles.

Principle 2 of the Principles – act in a way that upholds public trust and confidence

73. By knowingly giving false evidence under oath, the Respondent acted in breach of Principle 2 of the Principles, as such conduct would necessarily undermine the public trust and confidence in him and in the legal profession. A member of the public would not expect a solicitor to put their own interest before the clients and the Firm or to attempt to mislead the Court.

Principle 4 of the Principles – act with honesty

74. The test for dishonesty is set out at paragraph 36 above. When the Respondent consistently provided misleading information to the Court throughout the Enforcement Proceedings, he knew or believed the following matters:

    74.1. that he held no beneficial interest in the Property and sought to rely on the Trust Deed as evidence of this, which was found to be a "sham" by the Judge; and

    74.2. The TR1 recorded ownership inconsistent with the Trust Deed [**MJC1/739**].

75. Given this state of knowledge and belief, the Respondent acted dishonestly by the standards of ordinary decent people. Ordinary decent people would consider it dishonest for a solicitor to act in the manner described above at paragraphs 62 to 69. By doing so, the Respondent failed to act with honesty and therefore breached Principle 4 of the SRA Principles.

Principle 5 of the Principles – act with integrity

76. The test for integrity is set out above at paragraph *.

77. The evidence shows that the Respondent gave in Enforcement Proceedings written and oral evidence which was false in an attempt to mislead the Court. The Respondent gave this evidence knowing it to be false and with the intention of misleading the Court in the defence of an application for a final charging order in respect of his property, in doing so, the Respondent has acted in breach of Principle 5 of the Principles and with a serious lack of integrity.

Dishonesty - the Respondent's conduct in respect of the matters relied upon in relation to allegations two and three was dishonest.

78. Paragraphs 7 to 8, and 41 to 61 above are repeated. Additionally, the SRA relies upon the following facts and matters.

79. The Applicant relies upon the test for dishonesty set out in paragraph 36, namely that the person has acted dishonestly by the ordinary standards of reasonable and honest people.

80. In relation to the facts set out at paragraphs 41 to 51 and allegation two, the Respondent knew or believed the following matters:

80.1. At the time of sending the email of 26 September 2019 attaching the invoices **[MJC1/661]**, the sums in those invoices were not payable.

80.2. At the time of preparing invoice dated 30 January 2019 **[MJC1/663]** that there was no agreement that Company A would pay the Firm's fees of £30,000 or $500,000 to the Respondent's company, Company X.

81. Despite this knowledge, the Respondent proceed to chase Mr and Mrs A for payment of the invoices on 26 September 2019 and subsequently on 31 October 2019 **[MJC1/672]** in threatening correspondence. Accordingly, the Respondent's conduct was dishonest by applying the objective standards of ordinary decent people. It is not necessary for the Respondent to appreciate that what he has done is, by those standards, dishonest.

82. In relation to the facts set out at paragraphs 52 to 61 and allegation three, the Respondent knew or believed the following matters:

82.1. He was not, as held out in his correspondence to third parties, the 'Head of International Trade and Arbitration'

82.2. That no such role existed at the Firm.

82.3. That the Firm was not acting for Company A in respect of the trade of gold, and that the Firm could not act in such transactions that are outside of its field of expertise and insurance coverage.

82.4. That the Respondent's terms of his Contract for Services with the Firm did not permit him to carry out international trade and arbitration work through the Firm.

82.5. That he held the role as 'Consultant Solicitor' and not that of 'Head of International Trade and Arbitration.'

83. Ordinary decent people would consider that the Respondent acted dishonestly by acting in the manner set out above. Accordingly, the Respondent's conduct was dishonest by applying the objective standards of ordinary decent people. It is not necessary for the Respondent to appreciate that what he has done is, by those standards, dishonest.

The SRA's investigation

84. In June 2020, the SRA commenced a Forensic Investigation in respect of the matter. The Forensic Investigation Officer ("FIO") prepared a Forensic Investigation Report dated 23 April 2021 **[MJC1/435]**.

85. During the course of the Forensic Investigation, the Respondent and the Firm engaged in litigation regarding the disputed fees. As a result, a Supplemental

Forensic Investigation was commissioned to detail the Judgment of District Judge Gilmore, who found the Respondent to be a "dishonest fraudster." A Supplemental Forensic Investigation Report dated 7 February 2023 was prepared **[MJC1/472]**.

86. On 26 May 2024, an Adjudicator made the decision to impose interim terms with immediate effect on the Respondent's practising certificate (see paragraph 5 above).

87. On 6 September 2024 a Notice recommending referral to the Tribunal was sent to the Respondent. A Supplementary Notice dated 1 November 2024 **[MJC1/30]** also recommended referral to the Tribunal.

88. The Respondent submitted an undated 'Representations on Notice' in response to the various allegations contained in the Notice and Supplementary Notice.

Representations made by the Respondent in relation to allegation 1

89. In his undated representations to the Notice, at paragraphs 21 – 33 **[MJC1/176-181]** the Respondent profusely denies that he lied to the Court at any point of the Proceedings and states that he is a victim of a miscarriage of justice.

90. The Respondent denies allegation 1 on the basis that

"…a professional standard has not been breached and the evidence does not support the breach[es].

Representations made by the Respondent in relation to allegation 2

91. The Respondent denies allegation 2 on the grounds that a professional standard was not applicable. He states at paragraph 39 of his response to the Notice that all invoices were issued with the approval of Rita Onwuka of the Firm. He further states that he has a "standing order" from Rita Onwuka to pursue clients for unpaid invoices and that all invoices for the clients he worked for were all prepared by himself on behalf of the Firm and sent to clients.

Representations made by the Respondent in relation to allegation 3

92. The Respondent denies allegation 3 and states that the Firm was responsible for his work and his supervisor monitored his activities **[MJC1/184]**. He states at

paragraph 43 of his response to the Notice, that his supervisor approved of his use of the title "*Head of International Trade and Arbitration*".

Representations made by the Respondent in relation to allegation 4

93. The Respondent denies Allegation 4 on the basis that a professional standard was not applicable and that a professional standard has not been breached. He states at paragraph 48 of his response to the Notice **[MJC1/185]** that the decision of the court is on appeal and that he is still waiting for a hearing date.

Statement of Truth

I believe that the facts and matters stated in this statement are true.

Signed:……..

Michael Colledge

Dated: 15 April 2025

Sensitivity: General

Case No:

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 GBOYEGA AJIBOLA OKUNNIGA

Respondent

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

APPENDIX 1 – RULES AND REGULATIONS

SRA Principles	
1	You act … in a way that upholds the constitutional principle of the rule of law, and the proper administration of justice.
2	You act … in a way that upholds public trust and confidence in the *solicitors*' profession and in legal services provided by *authorised persons*.
4	You act … with honesty.
5	You act … With integrity.

SRA Code of Conduct for Solicitors, RELs, RFLs and RSLs	
1.4	You do not mislead or attempt to mislead your clients, the court or others, either by your own acts or omissions or allowing or

A1755

	being complicit in the acts or omissions of others (including your client).

SRA Principles 2011	
1	You must … 2. act with integrity;
2	You must … 4. act in the best interests of each client;
6	You must … behave in a way that maintains the trust the public places in you and in the provision of legal services;