

SOLICITORS DISCIPLINARY TRIBUNAL

SOLICITORS ACT 1974

IN THE MATTER OF RANJIT KAUR, solicitor (The Respondent)

Upon the application of Katrina Elizabeth Wingfield
on behalf of the Solicitors Regulation Authority

Mr. J. N. Barnecutt (in the chair)
Mr. J. Astle
Mr. M. C. Baughan

Date of Hearing: 6th December 2010

FINDINGS & DECISION

Appearances

Miss Katrina Wingfield, solicitor, of Penningtons Solicitors, Abacus House, 33 Gutter Lane, London, EC2V 8AR, appeared on behalf of the Solicitors Regulation Authority (“SRA”).

The Respondent did not appear and was not represented.

The Tribunal was satisfied that the Respondent was aware of the hearing date and that all necessary material and notices had been served upon her. The Tribunal considered that it was appropriate to proceed in the absence of the Respondent in accordance with Rule 16(2) of the Solicitors (Disciplinary Proceedings) Rules 2007.

Allegations

The proceedings against the Respondent were commenced by way of an application and supporting statement dated 2 October 2009. Further allegations were made in a supplementary statement dated 8 January 2010; and additional allegations were made in a second supplementary statement 18 May 2010.

The allegations against the Respondent in the original application were that:

1. She has acted in breach of Rules 15(1), 22, 32, 34(1) and 35 of the Solicitors Accounts Rules (“SAR”).
2. She has failed to fulfil undertakings within a reasonable time in two conveyancing matters, in breach of Rule 10.05 of the Solicitors Code of Conduct 2007 (“SCC”).
3. She practised as a solicitor without a valid practising certificate in place, between 15 December 2008 and 7 January 2009, in breach of Rule 20.02 SCC.
4. She has failed to comply with an undertaking within a reasonable time, in relation to the repayment of a loan, in breach of Rule 10.05 SCC.
5. She has failed to respond in an open, prompt and co-operative way to correspondence from the Legal Complaints Service (“LCS”) and the SRA, in breach of Rule 20.05 of the SCC.
6. She has failed to supervise both Essex Solicitors and Abbisons & Co appropriately, in breach of Rule 5 SCC.
7. Between 7 March 2009 and 30 March 2009 she has acted in breach of conditions placed on her practising certificate, in that she practised as a sole principal both at Essex Solicitors and Abbisons & Co when she had been informed that she had a condition on her practising certificate that she should not do so, in breach of Rule 20.10 SCC.
8. She has failed to act in the best interests of her client in breach of Rule 1.04 SCC in that she has failed to redeem a mortgage when put in funds to do so.

The allegations against the Respondent in the Supplementary Statement were that:

9. She has failed to comply with an undertaking, in relation to the payment of a firm of solicitors’ costs, in breach of Rule 10.05 SCC.
10. She has failed to comply with an undertaking, in relation to forwarding the sum of €77,000 to a firm of solicitors, in breach of Rule 10.05 SCC.
11. She has made payments from her firm’s client account without the authority of her client.
12. She has acted in breach of Rule 10.04 SCC when she wrote direct to an individual when she had knowledge that that individual had retained solicitors to act in the matter.
13. She has failed to respond in an open, prompt and co-operative way to correspondence from the SRA, in breach of Rule 20.05 SCC.

The allegations against the Respondent in the Second Supplementary Statement were that:

14. She has breached Rule 1.06 SCC in that she has failed to comply with an Inadequate Professional Service decision dated 16 September 2009.

15. She has failed to respond in an open, prompt and co-operative way to correspondence from the SRA, in breach of Rule 20.05 of the SCC.

Factual Background

1. The Respondent, who was born in 1976, was admitted to the Roll of Solicitors on 15 August 2003. The Respondent was the sole principal at Abbisons & Co since 4 June 2007 when the firm was set up. The Respondent was practising at Abbisons & Co at all material times. The Respondent also became the sole principal at Essex Solicitors on 1 October 2008.
2. The Respondent's practising certificate for 2007/2008 was terminated on 15 December 2008, because no renewal application had been received by the Law Society. The Respondent was, on 7 January 2009, retrospectively granted a practising certificate for the year 2008/2009, subject to conditions, one condition being that she was not to be a sole principal.
3. An inspection of the books of account and other documents of the practice of Abbisons & Co was commenced on 14 January 2008. The Respondent was the sole principal at Abbisons & Co, a solicitors practice. The Respondent was, at that time, also in partnership with a Ms AM, a non solicitor trading as a financial consultant, in Abbisons & Co LLP, trading from the same address.
4. The Respondent agreed with the Investigator that the analysis of the bank reconciliation of the office account of the LLP revealed that both client and office monies of the Solicitors practice had been paid into the LLP account, in breach of Rule 15 of the SRA 1998. The LLP was later dissolved. The Investigator noted that the books of account of the Solicitors practice had not been properly written up in compliance with Rule 32 of the SRA 1998. He noted that the Respondent had not transferred the balance of any client monies retained in the office account of the LLP to a client account in the books of the Solicitors practice, thereby creating an indicated shortage in the new client account of the Solicitors practice of £16,465.20, in breach of Rule 22 of the SRA 1998.
5. The Investigator identified two conveyancing matters in which the Respondent had not complied with undertakings in a timely manner. On both matters, the Respondent had delayed in providing necessary forms duly completed. In the first case, the transaction completed on 26 November 2007 and the Respondent provided solicitors acting for the lender with the TR1 form under cover of a letter dated 1 February 2008. In the second case, completion took place on 26 September 2007. The completed DS1 form was forwarded under cover of a letter dated 14 February 2008 to the Solicitors acting for the purchasers.
6. The Investigator completed a report which was dated 30 April 2008. Under cover of a letter dated 23 May 2008, the report was forwarded to the Respondent by the SRA. The Respondent was asked for a response to the report and explanations as to the concerns raised in the report, such response to be provided within 14 days.
7. The Respondent replied to the SRA's letter on 1 July 2008. She stated that she had asked her accountant to look into discrepancies raised by the investigator. She

accepted that she had incorrectly transacted client money relating to Abbisons through the office bank account of the LLP. She also admitted that she delayed complying with the undertakings in relation to the two conveyancing matters. She said that this was partly due to having to relocate the business, following the dissolution of the LLP and the soured relationship with Ms AM. By letter dated 11 July 2008, the SRA asked the Respondent to confirm how much more time she believed her accountant would require in order to determine the cash shortage in question. No reply was received. On 24 July 2008, the SRA followed up their letter of 11 July and informed the Respondent that, unless they heard from her within the next seven days, she would run the risk of disciplinary proceedings.

8. By a letter dated 31 July 2008, the Respondent told the SRA that she had not received their letter of 11 July until they forwarded it to her on 24 July. She informed the SRA that her accountant would be able to write up the books of account in “three weeks time”, to include her end of year accounts. On 6 August 2008, the SRA asked for a response to their letter dated 11 July 2008 by 22 August 2008. No reply was received.
9. On 2 September 2008, the SRA followed up their letter of 6 August, again asking for a response to their letter of 11 July “within the next seven days”. No reply was received within that period.
10. By a letter dated 23 September 2008 from Mr David Middleton (Legal Director of the SRA), the Respondent was asked to provide, in addition to a substantive response to the caseworker’s letter of 11 July, further information. This letter also informed the Respondent that powers of intervention were exercisable. The Respondent was asked to respond to this letter within seven days.
11. Under cover of a letter dated 23 September 2008 (received by the SRA on 1 October 2008), the Respondent forwarded a copy letter, which had not been received by the SRA, dated 5 September 2008. The Respondent explained that, “in light of the ledgers being written up by my bookkeeper, a cash shortage which has come to light is £4,390.32... the remaining £12,074.88 was office monies for work done”.
12. On 3 October 2008, the SRA forwarded a copy of Mr Middleton’s letter of 23 September. The Respondent was also asked for documentary evidence to confirm that the remaining figure of £12,074.88 could properly be regarded as office money. The letter asked for documentary evidence as to how the Respondent’s accountant had arrived at the cash shortage figure of £4,390.32 and for evidence that this sum had now been replaced.
13. By a letter dated 17 October 2008, the Respondent wrote to the SRA and provided further information in relation to the two figures. In relation to the £12,074.88, the Respondent said that this related to invoices raised but not posted onto the client ledgers. The Respondent enclosed copies of the relevant invoices. In relation to the £4,390.32, the Respondent stated that this related to client monies “kept by Abbisons which would be returned” to the clients. She enclosed a copy of the client ledger card.
14. By a faxed letter dated 17 December 2008, the SRA wrote to the Respondent in relation to her practising without a practising certificate from 15 December 2008

when her practising certificate for 2007/2008 was terminated. This letter stated, “in light of the fact that you appear to be practising as a sole principal under the style of both Abbisons & Co and Essex Solicitors, without a practising certificate, I must ask you to cease practising as a solicitor immediately”. The letter asked for an explanation within seven days.

15. On 18 December 2008, the SRA telephoned the Respondent in order to discuss her practising arrangements, in light of her being uncertified since 15 December. The Respondent told the SRA that she had applied for a practising certificate for 2008/2009 before the end of October 2008 but that it appeared that the application had been lost in the post. The SRA and the Respondent discussed the arrangements the Respondent should make in relation to Abbisons and Essex Solicitors and the management of those practices when she did not have a practising certificate. The Respondent was advised that the SRA might choose to impose conditions on her practising certificate.
16. On 5 January 2009, the Respondent wrote to the SRA and asked for a reasonable period of time in which to find a suitable person with whom to begin a partnership for the running of the legal practices of Abbisons and Essex Solicitors. By a decision dated 7 January 2009, an Adjudicator at the SRA granted the Respondent a practising certificate for the year 2008/2009, subject to the conditions that:
 - (i) She is not a sole principal or sole director of an incorporated or unincorporated legal practice;
 - (ii) She is not a sole principal, director or member of an incorporated or unincorporated legal practice where all the other principals, directors or members... have less than three years' post-admission experience practising as a solicitor, or post-registration experience practising law as an REL or RFL, unless the arrangements have first been approved by the SRA.
17. The Respondent was given two months to comply.
18. On 16 January 2009, a complaint form was submitted to the LCS by a Mr S. He stated that he had issued a short-term loan to Abbisons for their client, Mr A. Mr S attached to the complaint form, a letter from Abbisons to him dated 10 December 2008 which stated, “we irrevocably and unconditionally undertake to pay yourself the sum of £17,000 within one month's receipt of the said £15,000... please treat this letter as our formal undertaking”. Mr S claimed the Respondent had failed to repay the money, which had been received by her firm on 11 December 2008.
19. By letter dated 13 March 2009, the SRA wrote to the Respondent, forwarding a copy of Mr S's complaint form. The Respondent was asked to give an indication of the steps she had taken to resolve the undertaking and was asked whether she was in serious financial difficulties by not repaying the loan, in particular whether she had been unable to recover the monies from her client. The Respondent was asked to provide this information within 14 days.

20. The SRA wrote to the Respondent again on 30 March 2009, forwarding a copy of their letter of 13 March. This letter asked for a response within the next eight days. The SRA did not receive a reply to either letter.
21. During subsequent discussions with the Investigator, the Respondent said that she believed that her client had agreed with Mr S a deferral until the end of January 2009 and then a repayment of only £15,000. She said that payment had been made on or about 30 January 2009.
22. By a letter dated 20 May 2009, the Respondent informed the SRA that the undertaking had been extended by way of a verbal agreement to 30 January 2009. She said that the sum of £15,000 had been repaid.
23. During the course of his investigation, the Investigator met with Mr U. Mr U told the Investigator that he had practised alone at Essex Solicitors since 15 November 2007. The Investigator asked to see the firm's books of accounts. These were not provided. When the Investigator attended at the practice again on 14 October 2008, Mr U told him that the books of account had been reconciled up to 30 September 2008, on which date the Respondent had taken ownership of Essex Solicitors. The Investigator met with Mr U and the Respondent on 17 and 28 October 2008.
24. At the meeting on 17 October 2008, Mr U told the Investigator that the Essex Solicitors professional indemnity insurance cover starting from 1 October 2008 was to be undertaken by the Respondent in the name of Abbisons and that the insurance he had held for Essex Solicitors had expired on 30 September. Mr U told the Investigator that all files were transferred on 17 October 2008 to Abbisons. The Investigator asked to see the books of account but was informed that this was not possible as they had been boxed up to be transferred to the Respondent.
25. The Investigator was also given a copy of the agreement between the Respondent and Mr U. The Respondent told the Investigator that she would supervise both Abbisons and Essex Solicitors from their different addresses. She said that they remained separate practices (in contrast to the terms of the agreement as it then stood). She said that she would address this difference with Mr U and produce a new agreement.
26. On 28 October 2008, the Respondent produced a new form of agreement with Mr U showing that the two practices were separate. The Investigator was informed that the Respondent was not a signatory on the bank mandate for Essex Solicitors and that only Mr U had such rights, despite the transfer of the business.
27. By a letter dated 11 February 2009, the SRA wrote to the Respondent and forwarded to her a copy of a forensic investigation report dated 16 January 2009. The Respondent was asked to address certain matters, in particular she was asked to show that the books of account of Essex solicitors were up to date in all respects and to provide evidence that the most up to date three way reconciliation had been carried out in respect of the client account of Essex Solicitors. She was also asked to provide specific details in relation to how she managed to supervise both Essex Solicitors and Abbisons.

28. By a letter dated 27 February 2009, the Respondent was asked for a response to the SRA's letter of 11 February. By letter dated 19 March 2009, the Respondent wrote to the SRA. She confirmed that there had been no transactions regarding client account monies while she had had conduct of Essex Solicitors. She said that up to date reconciliations would be provided to the SRA to reflect this the following week. She said that she had instructed her accountants in this regard. She provided details as to how she believed she was able to supervise both firms.
29. The SRA telephoned the Respondent on 19 March 2009. The Respondent confirmed that she was aware that she was in breach of the conditions imposed on her practising certificate and said that she was looking to sell both firms. She asked for additional time in which to do this. She confirmed that she was aware that she had not responded to the letters from the SRA in relation to the Forensic Investigation Report of 16 January 2009. She said that she was going to draft a response over the next couple of days. When it was emphasised that matters were serious, the Respondent agreed to respond that day, by fax. There was no such response.
30. By letter dated 24 March 2009, the SRA wrote to the Respondent and informed her that they would be referring the matter for formal adjudication. This letter forwarded to the Respondent a draft recommendation and asked for her representations. The Respondent wrote to the SRA on 27 March 2009. This letter forwarded a copy of a letter from the Respondent dated 19 March. The Respondent denied the complaint that she had failed to reply to correspondence from the SRA. She confirmed that she had found a partner to join her in respect of both Abbisons and Essex solicitors, a Dr S. The Respondent confirmed that the books of account of Essex Solicitors were to be produced to the SRA the following week when an Investigator was to be attending Essex Solicitors.
31. An inspection of the books of account and other documents of the practice of Abbisons & Co was commenced on 2 April 2009. The Respondent informed the investigator that she had practised alone under the style of Abbisons & Co from June 2007 until 30 March 2009 when she was joined in partnership by Mr S, who was a registered foreign lawyer. The Respondent also informed the Investigator that on 30 March 2009, Mr S had also joined her at Essex solicitors as a salaried partner.
32. The Investigator noted that the books of account were not in compliance with the SAR 1998. The Respondent was unable to provide the Investigator with the firm's accounting records (including paying-in books, cheque book stubs, client and office bank account statements, client ledger accounts, client account reconciliations and client and office account cash books). The Respondent informed the investigator that the accountant had these documents and that the last client account reconciliation had been performed as at 28 February 2009. The Investigator asked that this client account reconciliation be faxed to him by the accountant. Instead, however, the Respondent provided only reconciliations up to 31 May 2008 and no relevant list of liabilities to clients, as had been requested by the Investigator.
33. The Respondent explained that the firm had recently lost data due to a computer virus. She said that she would go to her accountants on the evening of 2 April 2009 to retrieve the relevant documents. However, when the Investigator returned the next day, the Respondent was not able to provide the clients ledger accounts, the client and

office account cash books, listings of liabilities to clients and the last six client account reconciliations. She was able to provide client account bank statements and office account bank statements dated 5 January 2009 and 5 March 2009 respectively. She also provided a mini client account bank statement showing the balance as at 2 April 2009. The Respondent explained, again, that this was because the clients ledger accounts had been maintained in handwriting in the past and that this system had been replaced by a computerised system which had been lost due to the virus and needed to be recreated.

34. In light of the fact that so many of the accounting records were unavailable, the investigator was not able to compute the firm's liabilities to their clients. However, he was able to calculate that a minimum cash shortage of £115,423.27 existed at 2 April 2009, in respect of a Mr SA. This sum was calculated by taking as an outstanding liability to the client and the mortgage provider, the sum of £134,089.72 less the cash available as per the mini bank statement of £18,666.45.
35. The Investigator informed the Respondent that the LCS had received a complaint from Mr SA in relation to his remortgage. The Respondent confirmed that she had acted for Mr SA, his existing mortgage provider (J P Morgan) and the remortgage provider (The Mortgage Works). She said that the remortgage funds were received in either January or February 2009, in the sum of approximately £132,000, being a sum less than the original mortgage. The Respondent said that she had also received approximately £2,000 in cash from Mr SA which, combined with the remortgage funds, gave sufficient to redeem the original mortgage. The Investigator informed the Respondent that Mr SA had told the LCS that he was making mortgage payments to both the original and the remortgage providers.
36. The Investigator asked the Respondent to confirm that she had not redeemed the original mortgage. She insisted that she had redeemed the mortgage and, in fact, that she had gone to the bank to fill in the telegraphic transfer instruction form, on which she said that she would have quoted the mortgage account number. She said that the matter file would show the date on which the funds were received from The Mortgage Works and a copy of the telegraphic transfer form. She said that she would telephone the investigator the following day regarding the file's whereabouts. The Respondent did not make contact and the investigator was not able to see the file until two days later. On inspection of the file, the Investigator found a CHAPS receipt in the amount of £132,265.00 credited to the firm's client account on 23 January 2009. There was, however, no evidence of any payment having been made to the original mortgagor.
37. On 8 April 2009, the Investigator showed the Respondent a copy of the firm's completion statement dated 30 January 2009 provided by Mr SA. Letters were also produced, from both mortgage companies to Mr SA, showing a reduction in the rate of interest charged on the two mortgages. The Investigator explained to the Respondent that the documents from the lenders appeared to demonstrate that Mr SA had both the original mortgage and the remortgage outstanding.
38. The Investigator told the Respondent that Mr SA claimed that he had told her on several occasions that he was paying both mortgages. He claimed that he had confronted her in the presence of witnesses. The Respondent said that she would stand by what she had said in relation to not having been informed of the situation by

Mr SA. She reiterated that, to the best of her knowledge and belief, the mortgage had been repaid. She was asked to provide documentary evidence to substantiate the fact that the mortgage had been redeemed, or documentary evidence as to the whereabouts of approximately £134,000. No such information was provided.

39. Following an intervention into the firms of Abbisons and Essex Solicitors on 1 May 2009, the Investigator asked for copies of the client bank account statements for January, February and March 2009. These were provided on 18 June 2009.
40. Statements show that, on 23 January 2009, £132,265.00 was received from The Mortgage Works. The account balance became £133,093.32 on that date. Mr SA's mortgage with J P Morgan was £134,089.72.
41. The client bank account statement does not show a payment of approximately £134,000 to J P Morgan. Further, the £132,265.00 received from The Mortgage Works on 23 January 2009 should have meant that the client bank account had at least this amount in credit until it had been repaid. The statement showed that by 28 January 2009 the account balance was £129,621.39.
42. The Investigator noted that the £132,265.00 from The Mortgage Works appeared to have been dissipated in making various unrelated payments, for example:
 - (i) Payment of £16,750 on 28 January 2009 to Saxton 4x4, a four-wheel drive dealership in Essex. It appears that a vehicle was purchased for a Mr Singh, LC55TWE.
 - (ii) A payment of £15,000 on 4 February 2009, described on bank statement as "OTH SHAHSONS BRIDGING F FLOW MA". This relates to the breach of the undertaking in December 2008. The complaint by Mr S was that, following issuing a loan of £15,000 on 10 December 2008 to the Respondent's firm (for a client), the Respondent had failed to honour her undertaking to repay this sum within one month. The Respondent told the SRA that payment of the loan had been postponed to the end of January 2009 by agreement with Mr S. Bank statements for the period 12 December 2008 to 4 February 2009 do not show the receipt of the loan amount of £15,000 but statements do show, on 4 February, a repayment of £15,000 to Shahsons.
 - (iii) Unallocated cashed client account cheques between 6 February 2009 and 11 February 2009 amounting to £6,500 (these cheques having been drawn for cash and the cheque stubs left blank).

By letter of 4 September 2009, the SRA raised concerns regarding these matters with the Respondent. A response was required within 14 days. No response was received.

43. On 6 April 2009, the Respondent confirmed to the Investigator that her accountant's report for the year end 31 May 2009 in relation to Abbisons had not been delivered and that its completion was subject to the reconstruction of the books of account.
44. By a letter dated 19 February 2009, a caseworker at the LCS wrote to the Respondent detailing a complaint made against her by a Mr S.

45. The LCS received a telephone call from the Respondent on 23 February 2009, during which the Respondent said that she would be responding to their letter of 19 February. The LCS left messages for the Respondent on 13 and 16 March 2009 and also tried to telephone the Respondent on 20 March.
46. By letter dated 11 May 2009, the SRA informed that Respondent that the LCS had referred the matter to the SRA and informed her of the allegation against her, namely that she failed to respond to the LCS in an open, prompt and co-operative way. This letter was followed up with a letter to the Respondent dated 29 May 2009 asking for a response within the next eight days. No response was received.
47. The SRA wrote to the Respondent on 23 February 2009 regarding her professional indemnity insurance. The Respondent was asked for a response within 14 days. By letter dated 12 March 2009 the SRA followed up their letter dated 23 February and asked for a response within the next seven days. The Respondent wrote to the SRA on 17 March 2009 and apologised for the delay in replying to the SRA's letter of 23 February.
48. An inspection of the books of account and other documents of Essex Solicitors was commenced on 16 March 2009. At the start of the inspection, the Respondent explained that she was not on the bank mandate to operate the pre-existing client and office bank accounts at Essex Solicitors when she acquired that practice, and that the original Essex Solicitors bank accounts would still only be operated by the former sole principal, Mr U. However, the Respondent said that she had opened a new client bank account for the practice.
49. At the commencement of the inspection, the books of account were not in compliance with the SAR as client account reconciliations had not been undertaken since 6 October 2008. The Respondent subsequently wrote to the investigator on 21 April 2009, forwarding six month end reports (from 31 October 2008 up to and including 31 March 2009) detailing client balances and comparing them against client funds held. The reconciliation provided by the Respondent for 28 February 2009 showed that the firm's liabilities to its clients at that date were £3,806.15, but that an equivalent amount was held at that date in the firm's NatWest client bank account (an account upon which the Respondent was not a signatory).
50. On 13 May 2009 DKLN Solicitors complained to the SRA about the Respondent's firm, Abbisons & Co. They acted on behalf of Mr SA in relation to a licence on property.
51. On 27 March 2009, the Respondent's firm had written to DKLN stating, "we confirm that we will undertake to pay your costs in respect of the above whether or not this matter proceeds to completion."
52. Since receiving that letter, DKLN had attempted to contact the Respondent's firm, but without success.
53. On 3 August 2009, the SRA wrote to the Respondent and forwarded a copy of the DKLN letter, and requested an explanation. The letter informed her of the allegation that she had failed to fulfil an undertaking of 27 March 2009 to pay costs of £1,000,

alternatively that she had delayed paying their costs and had failed to keep them informed. She was asked to provide a response within 14 days. No response was received. A further letter was sent by the SRA on 25 August 2009 requesting a response within eight days. Again, no response was received.

54. On 22 June 2009, Michael O'Donnell Solicitors wrote to the Law Society stating that the Respondent had not complied with an undertaking. The Respondent's firm was acting for a Mr CC on the sale of his property.
55. On 29 January 2009, the Respondent's firm had written to Michael O'Donnell Solicitors, confirming that they had instructions from their client to forward to Michael O'Donnell Solicitors the sum of €77,000 upon completion of the sale. The letter confirmed that the Respondent's firm expected to exchange contracts on the property on or before the end of February 2009, with completion to take place 14-28 days thereafter.
56. On 2 February 2009, Michael O'Donnell Solicitors wrote to the Respondent requesting an undertaking that the sum of €77,000 would be forwarded once the property was sold. They wrote again on 10 March 2009. On 18 March 2009, the Respondent's firm wrote to Michael O'Donnell Solicitors stating, "please accept this letter as an irrevocable undertaking that upon completion of Mr CC's property we will forward you the sum of €77,000.... we anticipate exchanging contracts within the next 14 days with a completion date yet to be agreed".
57. On 6 May 2009, Michael O'Donnell Solicitors wrote to the Respondent asking for an update on the sale of the property. They followed this up with letters of 18 and 29 of May. The Respondent did not provide a response.
58. On 3 August 2009, a caseworker at the SRA forwarded the correspondence to the Respondent and requested an explanation within 14 days. This was followed up with a further letter on 23 August, requesting a response within eight days. No response was received.
59. Mr AH submitted a complaint form to the LCS dated 6 April 2009. The complaint related to the Respondent's conduct when acting for her client, Mr SAb, who was taking over (from Mr AH), the lease of an Indian Takeaway premises. Shah & Co solicitors were acting for Mr AH. The dispute was in relation to the early occupation of the premises before the lease had commenced.
60. On 11 February 2009, Mr SAb had written to Mr AH in relation to the dispute. On 16 February 2009, Mr AH wrote to the Respondent's firm requesting that the firm "kindly instruct your client, any correspondence regarding this matter should be dealt via solicitors".
61. On 30 March 2009, the Respondent's firm wrote to Mr AH in relation to the dispute regarding the lease.
62. On 1 October 2009, the SRA wrote to the respondent at her home address putting to her the allegation that she communicated directly with Mr AH when she knew that he had retained Shah & Co to act in the matter. She was asked for a response within 14

days. A follow-up letter was sent on 20 October 2009 requesting a response within eight days. No response was received to either letter.

63. On 22 December 2008, a complaint was made by Mrs K to the LCS regarding the conduct of a conveyancing transaction on her behalf by Abbisons & Co, of which at the time the Respondent was the sole principal.
64. It appeared from the complaint that the client had previously used the services of Abbisons in a conveyancing transaction and resolved to instruct them in connection with the purchase of a property at 56 W Grove. Contracts were exchanged in April 2008 with a completion date in December 2008 at a purchase price of £825,000. Searches had not been carried out prior to exchange.
65. Mrs K informed the LCS that she had paid £499 on account of costs and £220 for search fees. In November 2008, the client was informed that as Abbisons were not on the panel for Cheltenham & Gloucester Building Society, other solicitors would act for them. The client was informed that searches had been put in hand. The client then requested that the new solicitors complete the purchase on her behalf as well as dealing with the mortgage.
66. Subsequently, the client sought to recover the monies paid to the Respondent, both in respect of the searches, which had not been carried out, and the costs paid in advance.
67. The LCS wrote to the Respondent on a number of occasions between January and March 2009. The Respondent replied finally to the concerns raised in a letter of 17 March 2009 indicating that she felt only £250 was owed.
68. The matter was referred to an Adjudicator who made a decision of inadequate professional services on 16 September 2009. In addition, he awarded the client £350 in compensation and a refund of £569, to be paid within seven days.
69. The decision was not complied with, and the matter was reported to the Conduct Investigation Unit of the SRA, who wrote to the Respondent on a number of occasions. The SRA wrote to the Respondent on 25 January 2010, and again on 16 February 2010. Further correspondence was sent to the Respondent's home address on 13 April 2010. No response was received from the Respondent to any of these letters.

Submissions

70. The Applicant said that the most serious allegations were the breaches of the SAR, the failure to redeem the mortgage, and the payments without authority from the client account. The Applicant confirmed that it was alleged that the Respondent had acted dishonestly.
71. The Applicant submitted that the £15,000 had clearly been repaid out of Mr SA's mortgage money and that other payments had been made from that sum. This was clear evidence of dishonesty, using client monies for her own purposes, or the purposes of others.

72. The Applicant referred the Tribunal to the test for dishonesty in the case of Twinsectra Ltd v Yardley and Others [2002] UKHL 12. She said that the evidence supported the fact that the Respondent had not acted with the honest standards of commercial behaviour.
73. In addition to the submissions made, the Tribunal also considered all of the documentation which had been provided. This included:
- The original application and supporting documentation.
 - The Supplementary statement and supporting documentation;
 - The second Supplementary statement and supporting documentation.
 - The Respondent's witness statement (unsigned) dated 30 July 2010.
 - A further witness statement from the Respondent sent on her behalf the day prior to the hearing. This statement appeared to duplicate, in all material respects, the statement from the Respondent of 30 July 2010.

Findings as to Fact and Law

74. The Tribunal reminded itself that the burden of proof is on the Applicant and that a disciplinary allegation is substantiated only if the Tribunal is satisfied so that it is sure that the allegation is proved.
75. The Tribunal carefully considered the evidence presented by the Applicant and the submissions made at the hearing. The Tribunal also took very careful note of the comments made by the Respondent in her witness statements. The Tribunal was satisfied to the requisite standard that all of the allegations were proved. There was very clear evidence in respect of each allegation that the conduct and actions of the Respondent fell below what would be expected of a member of the profession to such an extent as to amount to misconduct.
76. The Tribunal went on to consider the question of dishonesty. The test to be applied to the issue of dishonesty is that laid down by Lord Hutton in Twinsectra. It is referred to as the combined test. Lord Hutton stated that:
- “Before there can be a finding of dishonesty it must be established that the Defendant's conduct was dishonest by the ordinary standards of reasonable and honest people, and that he himself realised that by those standards his conduct was dishonest.”
77. Applying the combined test to the facts of this case, the Tribunal was satisfied so that it was sure that the Respondent acted dishonestly in using monies in the client account for unauthorised purposes. This was based on a number of factors: the proximity of payments in to payments out; the absence of any details on the cheque stubs; the round sum figures that have been transferred; the transfer from client account to office account with no authorisation; and the fact that the evidence clearly demonstrated that the Respondent had used one client's money for the purposes of another, and herself.

The Tribunal considered that these are all examples of dishonest behaviour and were not the actions of an honest solicitor.

Application for Costs

78. The Applicant produced a schedule of costs in the sum of £46,700.23. The Tribunal noted that the amount claimed included a full day of hearing time, whereas the hearing had only lasted for about one hour. The Applicant agreed that it would be appropriate for the Tribunal to make a suitable reduction to reflect the actual length of the hearing.

Sanction and Reasons

79. The Tribunal noted that the Respondent had committed a wide range of disciplinary breaches over a period of time. These were serious allegations, at the top end of the scale.
80. The Respondent had been dishonest in some of her actions. It was necessary for the Tribunal to impose an appropriate sanction to reflect the seriousness of the conduct and to protect the public.
81. In all the circumstances, the Tribunal concluded that the only appropriate sanction was that the Respondent be struck off the Roll of Solicitors.

Decision as to Costs

82. The Tribunal considered that the proceedings were properly brought. It was appropriate for the Respondent to be ordered to pay the costs of the Applicant.
83. In view of the relatively short hearing, the Tribunal decided that it should reduce the amount of costs by the sum of £1,100. Therefore the amount of costs to be paid by the Respondent was fixed in the sum of £45,600.23.

Order

84. The Tribunal Ordered that the Respondent, Ranjit Kaur, solicitor, be Struck Off the Roll of Solicitors and it further Ordered that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £45,600.23; and the Tribunal further Ordered that, pursuant to paragraph 5 of Schedule 1A of the Solicitors Act 1974, the decision of Inadequate Professional Services dated 16th September 2009 be treated for the purposes of enforcement as if it were contained in an Order made by the High Court.

Dated this 17th day of February 2011

On behalf of the Tribunal

J. N. Barnecutt
Chairman