

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 10599-2010

BETWEEN:

SOLICITORS REGULATION AUTHORITY

Applicant

and

SEKAR SOCKALINGAM

First Respondent

[RESPONDENT 2]

Second Respondent

[RESPONDENT 3]

Third Respondent

Before:

Miss J Devonish (in the chair)

Mr C Murray

Mr M G Taylor CBE DL

Date of Hearing: 11th July 2011

Appearances

David Barton, Solicitor Advocate of 13-17 Lower Stone Street, Maidstone, Kent ME15 6JX for the Applicant.

Mr Sockalingam did not appear and was not represented.

Respondent 2 appeared and was represented by Robert Foreman, Solicitor of Murdochs, 45 High Street, Wanstead, London E11 2AA.

Respondent 3 appeared and was represented by Zeeshan Mian, Solicitor of Denning Solicitors, 764 Barking Road, London E13 9PJ.

JUDGMENT

Allegations

Following discussion between the parties allegation 2.2 against the Second Respondent was withdrawn with the agreement of the Tribunal on the basis that it could not be made out. The allegations against the Respondents as amended were as follows:-

First Respondent

1. The allegations against the First Respondent were that:
 - 1.1 His client account was held in the name of [NAME REDACTED] whereas as a sole practitioner it should have been in his own name or the name of the practice, in breach of Rule 14(3) of the Solicitors Accounts Rules 1998;
 - 1.2 In breach of Rule 32(1) of the said Accounts Rules accounting records were not properly written up at all times;
 - 1.3 In breach of Rule 34(1) of the said Accounts Rules he failed to produce to a person appointed by The Law Society such records, papers, financial accounts and other documents and other information necessary to enable preparation of a report on compliance with the rules;
 - 1.4 In breach of Rule 1.01 of the Solicitors Code of Conduct 2007 he failed to act with integrity when on 18 May 2009 he signed and delivered Form NM1 purporting to notify the Authority that NR had become a manager in his firm with effect from the said date, whereas the said NR had not become a manager and the said notification had been made without his knowledge or authority;
 - 1.5 In breach of Rule 1.06 of the said Code he behaved in a way that was likely to diminish the trust the public placed in him or the profession by abandoning his practice;
 - 1.6 In breach of Rule 5.01 of the said Code he failed to make arrangements for the effective management of his firm so as to exercise appropriate supervision of all staff. The particulars are that he employed Mr ON as a solicitor dealing with immigration when he did not have a practising certificate;
 - 1.7 In breach of Rule 7.01 of the said Code his publicity was misleading or inaccurate;
 - 1.8 In breach of Rule 10.05 of the said Code he failed to fulfil an undertaking;
 - 1.9 In breach of Rule 20.05 of the said Code he has failed to deal with the Authority in an open prompt and cooperative way;
2. The allegations against the Second Respondent were as follows:-
 - 2.1 In breach of Rule 32(1) of the Solicitors Accounts Rules 1998 accounting records were not properly written up at all times;
 - 2.2 (Withdrawn);

- 2.3 In breach of Rule 10.05 of the Solicitors Code of Conduct 2007 he failed to fulfil an undertaking.

The allegation against the Third Respondent was withdrawn with the agreement of the Tribunal - see below.

Documents

3. The Tribunal reviewed all the documents submitted by the Applicant and the Respondent which included:

Applicant:

- Rule 5 Statement dated 12 August 2010 with exhibit;
- Regulatory Settlement Agreement between the Solicitors Regulation Authority and the Third Respondent;
- Advertisement in The Law Society Gazette of 16 June 2011 by way of substituted service in respect of the First Respondent;
- Schedule of Costs dated 8 July 2011.

First Respondent:

- No documents.

Second Respondent:

- Statement of Respondent 2 with exhibit (the Second Respondent).
- Practice Sale Agreement 20 April 2009
- Solicitors Accounts Rules 1998.
- Judgment in *Hazelhurst v SRA* [2011] EWHC 462 (Admin).

Third Respondent:

- No documents.

Preliminary Matter (1)

4. Mr Barton informed the Tribunal that the solicitor's practice in question had been intervened in on 13 August 2009. The intervention agent had had no contact from the First Respondent. Enquiries had been made with the Second and Third Respondents but it was not known whether the First Respondent was within the United Kingdom or abroad. At a directions hearing on 21 February 2011 the Tribunal had made an order for substituted service in respect of the First Respondent and an advertisement had been placed in The Law Society Gazette on 16 June 2011 in respect of the date of these proceedings. The Tribunal determined that notice of the hearing had been

served on the First Respondent in accordance with the Solicitors (Disciplinary Proceedings) Rules 2007 and that under Rule 16(2) the Tribunal would exercise its power to hear and determine the application notwithstanding that the First Respondent failed to attend in person or was not represented at the hearing. The Tribunal granted Mr Barton's application to proceed in the absence of the First Respondent.

Preliminary Matter (2)

5. Mr Barton informed the Tribunal that it was proposed that there should be a Regulatory Settlement Agreement ("RSA") between the Applicant and the Third Respondent. A draft of the Agreement had been provided to the Tribunal today. An RSA had first been proposed in February 2011 and Mr Barton explained to the Tribunal that for reasons that were nothing to do with the Applicant it had taken until now for it to be signed by the Third Respondent. Mr Barton assured the Tribunal, as it was known that the Tribunal did not find it satisfactory to have such Agreements provided at the last moment before a hearing, that the RSA had been drafted immediately after the Third Respondent had proposed it to the Applicant. Mr Barton asked that if the Tribunal was content that the RSA reflected the misconduct alleged and was proportionate, then the Applicant would apply to withdraw the only allegation against the Third Respondent in these proceedings. On behalf of the Third Respondent Mr Mian informed the Tribunal that the Third Respondent had not previously been represented or received guidance regarding the relevant rules and there had been negotiations about whether the RSA would be published. Mr Mian had acted for him for the last three weeks and the Third Respondent had consented to the RSA on the previous Friday after close of business. Having carefully considered the terms of the proposed RSA which had been signed by the Third Respondent and was shortly to be signed on behalf of the Applicant and both parties supporting the application, the Tribunal agreed that the sole allegation against the Third Respondent should be withdrawn on the following terms.

The background to the allegation against the Third Respondent was set out in the general factual background to this judgment. It related to an undertaking, which also formed the basis of allegation 2.3 against the Second Respondent. The beneficiaries of the undertaking called for it to be fulfilled on 30 June 2009 after the Third Respondent had left the practice. On 30 November 2010 the Third Respondent had provided the Applicant with evidence that the firm's indemnity insurer had negotiated the settlement with the representatives of the beneficiaries of the undertaking which included satisfying it. The Third Respondent admitted responsibility for the breach. By way of mitigation he was a salaried partner in the firm at the time the undertaking was given and did not know that it had been given. The Third Respondent agreed to be reprimanded by the Applicant and agreed and undertook to pay the Applicant's costs of £1,080.00 in three equal instalments of £360 to be paid on 8 August, 8 September and 8 October 2011. Should the Third Respondent act in any which was inconsistent with the Agreement, all issues might be referred for consideration of his conduct by the Applicant and/or the Tribunal on the original facts and allegations and also on the basis that he failed to comply with the RSA which would be published by the Applicant and might be disclosed by it as it saw fit.

The allegation against the Third Respondent, having been withdrawn, any references to the Third Respondent in the judgment below are by way of background only to the allegations against the First and Second Respondents.

Preliminary Matter (3)

6. On behalf of the Second Respondent Mr Foreman sought the consent of the Tribunal to admit the Second Respondent's statement into evidence under Rule 14(2) of the Solicitors (Disciplinary Proceedings) 2007 which provided that every statement upon which any party proposes to rely shall be filed with the clerk and served on all other parties to the application in question no later than 21 days before the date fixed for the hearing. Mr Foreman explained that the statement had not been filed within time because he had only been instructed on 28 June 2011, nine working days before the proceedings and he had not been able to consider the papers until 1 July. The Second Respondent had had health problems and a close family member had been diagnosed with terminal cancer which involved him travelling to Pakistan from whence he had only returned at the end of May. He had had difficulties in obtaining an appointment with his new representative. Mr Foreman reminded the Tribunal that there was no requirement that a statement should be filed but it was helpful to set out the Second Respondent's position in writing. The Applicant raised no objection and the Tribunal determined under Rule 21 that it would dispense with the 21 day requirement and agreed to admit the statement.

Factual Background

7. The First Respondent was born in 1967 and was admitted to the Roll of Solicitors in 2009. His name remained on the Roll.
8. The Second Respondent was born in 1959 and was admitted to the Roll of Solicitors in 1998. His name remained on the Roll.
9. The Third Respondent was born in 1964 and was admitted to the Roll of Solicitors in 1999. His name remained on the Roll.
10. On 2 June 2009 Investigation Officers employed by the Applicant commenced an investigation without notice of the books of account and other documents of the solicitors practice of [COMPANY NAME REDACTED] ("the firm") practising in Chadwell Heath, Romford, Essex. Their report was dated 10 July 2009. The Applicant wrote to the First and Second Respondents with the report to ask questions and to obtain information.
11. The First Respondent was interviewed by the Investigation Officers on 2 June 2009 and he gave details of the firm's history. He had recently come into the practice. He and a partner Mr M had purchased the non public funded elements of [COMPANY NAME REDACTED] which was then based in Ilford from the Second Respondent who resigned on 30 April. They moved those elements to Chadwell Heath while the publicly funded elements remained in Ilford but went to another practice. The Third Respondent had informed him that the practice conducted privately funded residential conveyancing, family and civil litigation work. The First Respondent was assisted by one assistant solicitor, one solicitor not holding a current practising certificate – Mr

ON, one immigration consultant (also the office manager), one unadmitted conveyancing clerk and two support staff. From 11 May the First Respondent practised as a sole practitioner. The First Respondent became a partner with the Third Respondent on 1 May 2009 until 10 May when the Third Respondent resigned.

Allegation 1.1

12. As at 30 April 2009 (the extraction date) the client account with NatWest Bank was held in the name of [NAME REDACTED] t/as [COMPANY NAME REDACTED]. Bank statements produced to the Officer for the period up to 29 May 2009 were in the same name. The First Respondent became a signatory to the client account at the beginning of June 2009. The Second Respondent retained the cheque and paying-in books and the First Respondent did not know to which clients the movements of money on client account in May related.

Allegations 1.2 and 1.3 against the First Respondent and 2.1 against the Second Respondent

13. The client account reconciliation statement for 30 April 2009 contained details of 35 unpresented cheques totalling £3,886.42 that had not been written back into the books of account. Eleven of them were over two years old. The books were not therefore kept properly written up at all times.
14. The Officer made a request of the First and Second Respondents for client matter balances up to and including 30 April 2009 to enable him to check the accuracy of the client account reconciliation statements produced to him. They were never provided.
15. The Officer wrote to the First Respondent on 9 June 2009 to request the information set out therein. The letter was never replied to.

Allegation 1.4

16. The First Respondent submitted form NM1 to the Applicant which had the effect of providing notification that NR had been appointed a new manager in the firm from 18 May 2009. The First Respondent's signature appears on the form. At the start of the investigation the First Respondent had informed the witness that Mr NR had resigned from the partnership the previous week due to a dispute over salary. On 10 June 2009 Mr Ferrari had met with Mr NR who stated that he had responded to an advertisement on the Gumtree website for a litigation solicitor and attended at the Chadwell Heath Office on 19 May 2009 with a Mr Mo who was described to him as the office manager. Mr NR stated that at no point was partnership discussed; he was offered a position as an assistant litigation solicitor on a salary of £22,000 per year.

Allegation 1.5

17. The relevant chronology was as follows:

9 June	Letter to the Respondent asking for clarification of various points concerning funds paid into and from the office bank account together with a request that other information previously asked for be provided;
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22 June The Officer attempted to contact the First Respondent by telephone and left a message for him;

On the same date at 10.45am the Officer telephoned again;

On the same date at 12.35pm the Officer telephoned again and left a message saying that he would return to continue with the investigation on 24 June. A Mr K responded to this message by calling to inform the Officer that the First Respondent would be unable to meet because of an eye infection, but that the information requested would be available by 26 June;

26 June The Officer wrote to the First Respondent in the absence of further contact from him;

30 June The Officer attended the First Respondent's offices at 10am. A notice was fixed to the front door stating that the locks had been changed. The Officer also met with a representative of the landlord who informed him that [NAME REDACTED] did not hold a lease but was subletting from the leaseholders and that a cheque paid in respect of rent had not been met on presentation. The Officer was informed that the First Respondent had not been seen by the landlord's representative for about a month. The Officer entered the building with the landlord's agent confirming that no one was present. The Officer attempted to speak with the First Respondent using his mobile number on 30 June and 1 July with no response;

9 July The Officer returned to the First Respondent's offices. They remained locked and the Officer was unable to make any contact with him.

Allegation 1.6

18. Mr Ferrari one of the Investigation Officers observed at the start of the investigation that the firm employed Mr ON. The Applicant's records indicated that he was admitted to the Roll as a solicitor on 16 April 2007 and remained on the Roll. Mr ON was described to the Officers by the First Respondent as a solicitor dealing with immigration. His practising certificate had been terminated on 17 December 2008. The First Respondent stated to the Officers that "his licence renewal is under process with the law society" [sic].

Allegation 1.7

19. Neither the firm's website nor professional stationery had been updated to reflect changes of address, telephone and fax, and the firm's website incorrectly stated that a member of the firm was a member of The Law Society Family Law Panel.

Allegation 1.8, 2.3

20. By letter dated 22 January 2009 an undertaking was given by [COMPANY NAME REDACTED] to Messrs PE solicitors in the course of a conveyancing transaction. Its terms were as follows:

“We undertake to be responsible for your costs in the sum of £1200 plus VAT plus disbursements (£15.49) whether or not the matter proceeds to completion”.

21. PE called for the undertaking to be fulfilled on 30 June 2009. On the date the undertaking was given the Second Respondent was a principal in the firm, although by 30 June the First Respondent was the sole principal.

Allegation 1.9

22. The First Respondent had never replied to any communications from the Applicant and had not provided the information or explanations requested. Eight letters were written between 28 August 2009 and 22 April 2010.

Witnesses

23. Mr Roberto Fiorentino Ferrari, at the relevant time an Investigation Officer employed by the Applicant was sworn. He was now a Relationship Manager employed by the Applicant. He had prepared a Forensic Investigation Report dated 10 July 2009. He confirmed that it was true. The witness agreed that the purchase of the practice by the First Respondent and M had been effected by a sale agreement dated 20 April 2009 a copy of which was before the Tribunal, provided by the Second Respondent. In respect of the 35 un-presented cheques which had not been written back into the books of account. Potentially after six months such cheques could be written back into the accounts but some of these matters were over two years old which the Officer regarded as quite exceptional. The witness testified that he had first spoken to the First Respondent by telephone on 2 June 2009 on the day the investigation was commenced and the First Respondent had attended the firm later in the afternoon. He had also met him on 3 June the second day of the investigation but was unable to recall whether he had seen him on 4 June. He received no communications from the First Respondent after the Forensic Investigation Report was delivered on 10 July 2009 in spite of attempts to contact him. The witness described his further visit to the firm's offices on 30 June the occasion on which the witness had encountered a representative of the landlord at the premises who was in the process of having the locks replaced. On that occasion he had seen that office furniture and computers were present along with bundles of post. There were no client files on display. When the files were examined these included client care letters and mortgage offers but nothing else. On his subsequent visit on 9 July he had seen through the window that office furniture and computers remained inside. Nobody had requested access to the premises according to the landlord. According to the Applicant's records at the time the investigation was authorised, Mr NR was a partner in the firm hence his name was shown on the Forensic Investigation Report. He had been surprised and concerned upon checking with The Law Society to discover he was registered as a partner in the firm and on 29 May 2009 he had contacted the Applicant's records department to tell them that. The witness would not have expected to see an advertisement for a solicitor's job on the Gumtree website. In respect of the employment of Mr ON by

the practice, on 4 June 2009 Mr ON had provided the witness with a brief summary of his career to date which had resulted in a referral to the Tribunal and conditions being placed on his practising certificate. He had confirmed to the witness that he joined the firm on 19 May 2009 and was in the process of applying for his practising certificate. He had provided the witness with a copy of a letter he had written on the firm's behalf dated 21 May 2009 to the Asylum Screening Unit of the Immigration and Nationality Directorate. Effectively he was practising as a solicitor.

Findings of Fact and Law

First Respondent

24. **Allegation 1.1. His client account was held in the name of [NAME AND COMPANY REDACTED] whereas as a sole practitioner it should have been in his own name or the name of the practice, in breach of Rule 14(3) of the Solicitors Accounts Rules 1998;**
- 24.1 The Tribunal considered the allegation to have been proved upon the evidence.
25. **Allegation 1.2. In breach of Rule 32(1) of the said Accounts Rules accounting records were not properly written up at all times;**
- 25.1 The Tribunal considered the allegation to have been proved upon the evidence.
26. **Allegation 1.3. In breach of Rule 34(1) of the said Accounts Rules he failed to produce to a person appointed by The Law Society such records, papers, financial accounts and other documents and other information necessary to enable preparation of a report on compliance with the rules;**
- 26.1 The Tribunal considered the allegation to have been proved upon the evidence.
27. **Allegation 1.4. In breach of Rule 1.01 of the Solicitors Code of Conduct 2007 he failed to act with integrity when on 18 May 2009 he signed and delivered Form NM1 purporting to notify the Authority that NR had become a manager in his firm with effect from the said date, whereas the said NR had not become a manager and the said notification had been made without his knowledge or authority;**
- 27.1 The Tribunal considered the allegation to have been proved upon the evidence.
28. **Allegation 1.5. In breach of Rule 1.06 of the said Code he behaved in a way that likely to diminish the trust the public placed in him or the profession by abandoning his practice;**
- 28.1 The Tribunal considered the allegation to have been proved upon the evidence.
29. **Allegation 1.6. In breach of Rule 5.01 of the said Code he failed to make arrangements for the effective management of his firm so as to exercise appropriate supervision of all staff. The particulars are that he employed Mr**

ON as a solicitor dealing with immigration when he did not have a practising certificate;

- 29.1 The Tribunal considered the allegation to have been proved upon the evidence.
30. **Allegation 1.7. In breach of Rule 7.01 of the said Code his publicity was misleading or inaccurate;**
- 30.1 The Tribunal considered the allegation to have been proved upon the evidence.
31. **Allegation 1.8. In breach of Rule 10.05 of the said Code he failed to fulfil an undertaking;**
- 31.1 The Tribunal considered the allegation to have been proved upon the evidence.
32. **Allegation 1.9. In breach of Rule 20.05 of the said Code he has failed to deal with the Authority in an open prompt and cooperative way;**
- 32.1 The Tribunal considered the allegation to have been proved upon the evidence.

Second Respondent

33. **Allegation 2.1. In breach of Rule 32(1) of the Solicitors Accounts Rules 1998 accounting records were not properly written up at all times;**
- 33.1 On behalf of the Applicant Mr Barton submitted that Rule 34 of the Solicitors Accounts Rules required that the balances should be readily ascertainable. Where uncashed cheques were not written back the balance shown would be incorrect. That should then be rectified by the monthly reconciliation taking place at a minimum of five weekly intervals. Here there had been a series of reconciliations showing a different amount held at the bank and in the books, a discrepancy which would rise as the number of uncashed cheques increased. While there was no express requirement to write back cheques if there was no system to pick up the situation then the firm's ledgers would be inaccurate and its balances would always be wrong. Mr Barton could not say whether the auditors had missed the problem. He also submitted that failure to carry out reconciliations every five weeks over a period of two years was clearly an issue.
- 33.2 The Second Respondent admitted this allegation and the Tribunal found it to have been proved on the evidence.
34. **Allegation 2.3. In breach of Rule 10.05 of the Solicitors Code of Conduct 2007 he failed to fulfil an undertaking;**
- 34.1 The Second Respondent admitted this allegation and the Tribunal found it to have been proved upon the evidence.

Previous Disciplinary Matters

35. There had been no disciplinary matters in respect of either the First or Second Respondents.

Mitigation on behalf of the Second Respondent

36. Having regard to allegation 2.1 it was submitted on behalf of the Second Respondent that the only aspect of account breaches which related to him was the failure to write back un-presented cheques. Many were to the clients' credit on client account so in fact it held a surplus of funds. Mr Foreman referred the Tribunal to the Solicitors Accounts Rules 1998 and submitted that there were few references to un-presented cheques and no requirements about writing them back. At Appendix 3 of the SRA Guidelines to Accounting Procedures and Systems at 4.6 it was stated that "the firm should establish policies and operate systems for the timely closure of files and the prompt accounting for surplus balances in accordance with Rule 15 (3)." 5.4(2) required "a full list of un-presented cheques is produced;" He submitted that the Second Respondent had been compliant with 5.4(2). He understood from his accountants that there was no time limit on presentation of cheques from his client account cheque book so that if the cheques had been written back or later cashed by the client then there would have been a shortfall on client account. The reasoning behind Rules 15(3) and (4) was about dealing with surpluses. Mr Foreman submitted that his client had not been aware of the specific issue until it had been drawn to his attention on 28 August 2009 by the Applicant's letter. He had sold the practice in April 2009 and it had been intervened in for unconnected reasons in August of that year. Thus he could not rectify the situation regarding the un-presented cheques. He operated a small practice and was reliant upon his accountants. His accounts had not been qualified. He accepted however that he was ultimately responsible. It was submitted that either his accountants did not think there had been any substantive departure from the rules with which Mr Foreman agreed or that they had overlooked the point. The Second Respondent derived no personal benefit from the cheques not being dealt with. The report of an earlier Forensic Investigation into the firm in 2007, had not drawn to his attention that there was any issue regarding un-presented cheques and some of the cheques shown on his list had been un-presented at that time. Mr Foreman further submitted that the sum of the cheques, around £3,000 was not a lot of money over a six year period compared to the fairly large sums of money held in client account, between £750,000 and £1million.
37. Having regard to allegation 2.3 it was submitted on behalf of the Respondent that at the time the undertaking had been given by K an employee of his in a letter of 22 January 2009 the Second Respondent was senior partner of the firm. He accepted that the undertaking would not have been given without his authority under the firm's procedure. The undertaking had been given in the three month period before he had sold the practice and not been triggered until two months after the sale. The Second Respondent accepted responsibility for the undertaking from a technical point of view. There was no good reason why the First Respondent had failed to fulfil it as there was money on client account. It was submitted on behalf of the Second Respondent that it seemed to him very unfair that he was brought to the Tribunal to account for the First Respondent's failure in this regard while in respect of the same

matter the Third Respondent had the benefit of an RSA, an offer which had not been made to him.

38. Mr Foreman submitted that the Second Respondent had suffered financially as a result of the circumstances giving rise to this case and with stress. He submitted that the issue of the un-presented cheques and failure to fulfil the undertaking were at the lowest end of conduct coming before the Tribunal. The Tribunal was asked to bear in mind that the Second Respondent had agreed costs with the Applicant and that there would potentially be an increase in his indemnity insurance premium next year as a result of his reference to the Tribunal. Arising out of the sale agreement to the First Respondent he had expected to receive £50,000 of which none had been paid. The First Respondent had abandoned the practice, his obligations to the Second Respondent and also his obligation to take over a bank overdraft of £45,000 which had also been a term of the sale agreement. Overall the sale had been a complete disaster for the Second Respondent and the Tribunal matter had been hanging over him for the best part of two years. He would ask the Tribunal to take into account the First Respondent's conduct and that the Second Respondent had no idea that he would behave in that way. Mr Foreman submitted that the Second Respondent had already paid too high a price and asked the Tribunal to consider making no order in this case referring the Tribunal to the case of Hazlehurst where there was a shortfall of £102,000 and there had been a failure to supervise the individual who had stolen it over a three year period. The Judge in Hazlehurst had indicated that a breach of the Solicitors Accounts Rules need not mean a financial penalty and had substituted a reprimand on appeal. It was submitted that it would be appropriate for the Tribunal to make no order in this case and that it was particularly significant that the Applicant had made no allegation of a breach of Rule 1 of the Solicitors Code of Conduct which was often seen to accompany the allegations in breaches of the Accounts Rules. It was therefore submitted that the Applicant regarded the breaches as technical in this case.
39. Mr Barton explained having regard to the different ways in which the Applicant had approached to dealing with the Second and Third Respondents that the Third Respondent had broached the possibility of an RSA before the end of 2010. Mr Barton had been in regular contact with the Second Respondent in writing regarding these proceedings and it had not been until the previous week that the Second Respondent had begun to address the imminence of the hearing. A similar stance had been taken by the Third Respondent until he had agreed to the RSA. Mr Foreman had raised the issue of an RSA for the Second Respondent on the previous Thursday and Mr Barton had taken instructions. The Applicant's view was that there was a difference between the two in that the Third Respondent only faced a single allegation arising out of the breach of undertaking while he had been a salaried partner in the firm but the Second Respondent faced two allegations.

Sanction

40. The Tribunal had carefully considered the evidence and the submissions of the Applicant. It had also taken into account the submissions made on behalf of the Second Respondent who had admitted the allegations against him.

41. In respect of the First Respondent apart from his meetings with the Investigation Officer nothing had been heard from him. He had abandoned his practice and his obligations to clients and to the former owner of the practice, the Second Respondent in respect of whom he had reneged on the sale agreement. The Tribunal considered having regard to the seriousness of the First Respondent's misconduct and the range of allegations against him that it would be appropriate for him to be struck off the Roll of Solicitors.
42. Having regard to the Second Respondent the Tribunal had listened carefully to the submissions made on his behalf and noted that he had effectively been left to pick up the pieces left after the First Respondent's abandonment with very serious financial consequences. It had also noted that he had not been in the firm when the undertaking had not been fulfilled and had to be paid by the indemnity insurers when the First Respondent failed to deal with it. He had however allowed a number of un-presented cheques to build up. The Tribunal had noted that the situation had apparently not been drawn to the attention of the Second Respondent by his accountants but it was important that the accounts should be able to be relied on. In all the circumstances the Tribunal considered that it was appropriate to issue a reprimand in respect of the Second Respondent.

Costs

43. The Applicant had provided a Schedule of Costs totalling £20,504.07. Costs in respect of the Third Respondent had been dealt with under the RSA. The Second Respondent had agreed costs with the Applicant fixed in the amount of £3,500 which the Tribunal approved. Having regard to the degree of culpability and the number and range of the allegations found proved against the First Respondent the Tribunal considered it appropriate to make an order for costs against the First Respondent fixed in the amount of £16,000.

Statement of Full Order

44. The Tribunal Ordered that the Respondent, SEKAR SOCKALINGAM of 96 Gurney Close, Barking, Essex IG11 8JY, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £16,000.00.
45. The Tribunal Ordered that the Respondent, RESPONDENT 2 solicitor, be REPRIMANDED and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £3,500.00.

Dated this 29th day of August 2011

On behalf of the Tribunal

J Devonish
Chairman