

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 10908-2012

BETWEEN:

SOLICITORS REGULATION AUTHORITY

Applicant

and

RESPONDENT 1 (NAME REDACTED)

First Respondent

and

RESPONDENT 2 (NAME REDACTED)

Second Respondent

and

TASADUQ HUSSAIN

Third Respondent

and

NADIA AKHTAR

Fourth Respondent

Before:

Mr I. R. Woolfe (in the chair)

Mr D. Glass

Mr D. E. Marlow

Date of Hearing: 7th June 2012

Appearances

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

The Third Respondent appeared in person and also represented the Second Respondent.

Rachel Kapila, Counsel of 3 Raymond Buildings, Gray's Inn, London, WC1R 5BH instructed by Irwin Mitchell Solicitors for the Fourth Respondent.

JUDGMENT

Allegations

1. The allegations made against the First Respondent (a Recognised Body) on behalf of the Solicitors Regulation Authority (“the Authority”) were as follows:-

1.1. [Withdrawn]

1.2 [Withdrawn]

The allegations made against the Second Respondent (a Solicitor) on behalf of the Authority were as follows:-

2.1 In breach of Rule 1.04 of the Solicitors’ Code of Conduct 2007 she failed to act in the best interests of Alliance & Leicester;

2.2 In breach of Rule 5.01 of the said Code she failed to make arrangements for the effective management of her firm to provide for appropriate supervision over all staff and adequate supervision and direction of clients’ matters.

The allegations made against the Third Respondent (an unadmitted person) on behalf of the Authority were as follows:-

3.1 He misappropriated money belonging to Mr J and used it for an unauthorised purpose, in breach of trust. He did so dishonestly, although for the avoidance of doubt it is not necessary to prove dishonesty for this allegation to be substantiated;

3.2 He wrote misleading and untruthful letters to Mr J. He did so dishonestly, although for the avoidance of doubt it is not necessary to prove dishonesty for this allegation to be substantiated.

The allegations made against the Fourth Respondent (an unadmitted person) on behalf of the Authority were as follows:-

4.1 She conducted a conveyancing transaction which bore the hallmarks of mortgage fraud which she failed to identify and which were not reported to her lender client;

4.2 She conducted a conveyancing transaction in which she failed to act in the best interests of her purchaser clients.

Documents

5. The Tribunal reviewed all the documents submitted by the Applicant and the Respondents, which included:

Applicant:

- Applications dated 22 December 2011;
- Rule 5 and Rule 8 Statement dated 22 December 2011 with exhibit DEB1;
- Schedule of costs.

Second Respondent:

- Statement of Second Respondent dated 6 June 2012.

Third Respondent:

- None.

Fourth Respondent:

- None.

Preliminary Matter 1

6. It was the Applicant's case that Qube Legal Limited (trading as Qube Legal Solicitors) had changed its name to Qube Legal Solicitors Limited on 23 December 2010 and had then changed its name again to MS Limited (redacted) (the First Respondents in this matter) on 16 January 2011. The Tribunal had ascertained that, in fact, the company Qube Legal Limited had been subject to a winding up order dated 17 February 2011 and Qube Legal Solicitors Limited had been formed as a separate company on 24 November 2010 and had changed its name to MS Limited (redacted) in January 2011. The events that formed the basis of the allegations against the First Respondent had occurred before the formation of the company now known as MS Limited (redacted). The Tribunal considered that the First Respondent could not be held accountable for the actions of a different company and invited Mr Barton to withdraw the allegations made against the First Respondent.
7. Mr Barton told the Tribunal that the relevant documentation showed that the structure of the company had remained identical throughout. The company had used the same premises. There had been an unbroken provision of legal services and the Second and Third Respondents had been common to both companies. He submitted that if the Tribunal was correct, then the First Respondent had effectively sidestepped its professional obligations and he asked for time to consider the matter further.
8. The Tribunal allowed time for Mr Barton to consider his position. Mr Barton then acknowledged that, although the firm's identification number at the Authority had remained the same, there was an issue about the existence of the First Respondent as a company at the time that the events in question had taken place. He stated that the application had been properly made but in the circumstances he wished to apply for permission to withdraw the allegations made against the First Respondent in accordance with Rule 11(4)(a) of The Solicitors (Disciplinary Proceedings) Rules 2007. The Tribunal consented to the application.
9. The Tribunal wished to express its concern that two separate companies had been allowed to trade with almost identical names. This had enabled the First Respondent to operate as a "Phoenix Company" and to give the impression that it was the same legal entity as the original company Qube Legal Limited which was not the case. The unfortunate result of this was that the professional obligations of the First Respondent did not include those of the previous company as at the date of its liquidation.

Preliminary Matter 2

10. The Third Respondent confirmed that he intended to represent himself in these proceedings and stated that he had also been instructed to represent the Second Respondent as well. The Tribunal was concerned about a possible conflict of interest if the Third Respondent represented the Second Respondent as the Second Respondent's statement had highlighted a potential conflict between them both. The Tribunal asked the Second Respondent to consider whether she wished to make representations on her own behalf. The Second Respondent confirmed that she was content to proceed on the basis that the Third Respondent would represent her and she would make any additional submissions that she considered to be necessary.

Factual Background

11. The Second Respondent was born on 21 August 1970 and admitted as a solicitor on 15 April 2003. Her name remained on the Roll of Solicitors. The Second Respondent was the sole Director of MS Limited (redacted) whose registered office was at, Walsall, WS1 ("the firm") from where she continued to practise. The Second Respondent had also been a director of Qube Legal Limited. The Third Respondent was and remained the practice manager at the firm. The Fourth Respondent was, at all material times, a trainee solicitor at the firm.
12. On 30 October 2010, Forensic Investigation Officers ("FIO") employed by the Authority commenced an inspection of the books of account and other documents of Qube Legal Limited ("Qube") which resulted in the preparation of a report dated 11 April 2011 ("the Report").

The Second Respondent

13. The Second Respondent was the sole Director at all material times and was responsible for supervision. She was the only admitted principal. Conveyancing was overseen by the Third Respondent who checked all incoming post but not outgoing. The Fourth Respondent stated that there was little supervision or support for her as a trainee solicitor.
14. The Second Respondent signed the Certificate of Title in relation to the purchase of South Fen House by Mr GS. She stated that the conveyancing transaction "seems fairly ordinary unless there's something we can't spot".

The Third Respondent

15. In about the end of February 2010, Mr J also known as Mr U ("Mr U") instructed the Third Respondent to act for him in connection with the purchase of a property. On 3 March 2010, he paid the Third Respondent cash and cheques totalling £84,000 being the purchase price and legal fees.
16. On notepaper bearing the name and address of an organisation called Legal and Commercial Services (LCS) which traded from the same address as that of the firm, the Third Respondent acknowledged receipt of the money on 3 March 2010.

17. On 29 June 2010, the Third Respondent sent Mr U a letter informing him that he anticipated completing his purchase on or before 31 July 2010 and that if this was not possible then he would refund the money in full by the same date.
18. In a letter dated 18 August 2010 and written on Qube notepaper, the Third Respondent wrote to Mr U and stated that completion had been fixed for 13 September 2010.
19. In a letter dated 21 September 2010 and also written on Qube notepaper, the Third Respondent acknowledged his debt to Mr U. On 22 October 2010, Mr U reported this matter to the Authority. The money had not been repaid by the date of the Report.

The Fourth Respondent

20. In about June 2009 the Fourth Respondent was instructed to act for Mr GS in connection with his purchase. According to an official copy of the register of title dated 30 July 2009, the purchase price was £920,000. The Certificate of Title recorded a purchase price of £920,000. The Fourth Respondent also acted for Alliance & Leicester who advanced the sum of £689,970 by way of mortgage.
21. The contract recorded a purchase price of £675,000 and the client ledger showed that £675,000 had been sent to the sellers' solicitors on the day of completion. The FIO found a photocopied cheque for £230,000 on the file but found no evidence that the cheque had been delivered and cashed.
22. The mortgage lender was not informed of the purported third party direct payment and was not told of the price reduction. The lender advanced a mortgage loan in a sum greater than the purchase price. The ledger contained no evidence that Stamp Duty Land Tax had been paid.
23. In about June 2009, the Fourth Respondent was instructed to act for Mr and Mrs J (2) in their sale of 37 Wilding Road. The FIO found an agreement signed by the clients instructing the firm to pay them £140,000 from the sale proceeds, less the amount required to redeem any charges. The FIO also found two contracts containing differing information. The client ledger showed that Mr and Mrs J (2) were paid £66,765.60. Other solicitors were subsequently instructed by Mr and Mrs J (2) to defend possession proceedings brought by the buyers.

Witnesses

24. None.

Findings of Fact and Law

25. The Tribunal determined all the allegations to its usual standard of proof, that is beyond reasonable doubt.
26. **Allegation 2.1: In breach of Rule 1.04 of the Solicitors' Code of Conduct 2007 she failed to act in the best interests of Alliance & Leicester;**

Allegation 2.2: In breach of Rule 5.01 of the said Code she failed to make arrangements for the effective management of her firm to provide for appropriate supervision over all staff and adequate supervision and direction of clients' matters.

- 26.1 Mr Barton explained that these particular allegations had arisen as a result of the transaction involving Mr GS which had been dealt with by the Fourth Respondent and where the Second Respondent had signed the Certificate of Title. Mr Barton told the Tribunal that the Fourth Respondent had accepted that the transaction involved a direct payment and that the Certificate of Title had recorded a purchase price of £920,000 when the contract had shown the purchase price to be only £675,000. The matter had been discussed with the Second Respondent during interview with the FIO and she had not considered that there was anything untoward in relation to the transaction.
- 26.2 The Tribunal was told that the Second Respondent should have been alert to the differences in the purported purchase price. She had failed to spot the copy cheque on the client file. Mr Barton submitted that she should have made enquiries in order to ascertain where the balance of the purchase price was coming from and he suggested that a review of the client ledger would have enabled her to see that the money had not passed through the firm's client account. He told the Tribunal that if the Second Respondent had made these enquiries then she would have been able to discharge her duty to the lender client but instead she had failed to act in the best interests of the lender. He asked the Tribunal to accept that the Second Respondent's assertion that it was for the sellers' solicitors to "justify their acceptance of monies direct from our client" showed a misunderstanding on the part of the Second Respondent in relation to her duty to her lender clients and this was of concern.
- 26.3 Mr Barton told the Tribunal that the Second Respondent did not have proper systems in place in order to supervise adequately the Fourth Respondent who had been a junior fee earner at the firm. He referred the Tribunal to an extract from the interview between the Second Respondent and the FIO in which the Second Respondent had admitted that she had not carried out any checks prior to signing the Certificate of Title. The Second Respondent had stated "I don't really do anything like - done any checks on that I mean they were just given to me and I just, you know, just signed it".
- 26.4 As regards the payment to a third party on the sale by Mr and Mrs J, Mr Barton argued there was a failure by the Second Respondent to ensure that the Fourth Respondent gave proper advice regarding that payment.
- 26.5 In his submissions to the Tribunal on behalf of the Second Respondent, the Third Respondent conceded that the Second Respondent could have been more concerned about the direct payment in the transaction involving Mr GS. He told the Tribunal that the Second Respondent had an unblemished record but was not "the greatest conveyancer". He stated that the Second Respondent was no longer undertaking conveyancing work and now carried out meticulous checks on all files.
- 26.6 The Third Respondent told the Tribunal that the Second Respondent could not have supervised properly someone who was, in his words, a "criminal". He stated that the Fourth Respondent had known what she was doing and had withheld information which would have led the Second Respondent to be suspicious. He claimed that the

Fourth Respondent had tried to destroy documentation which had subsequently been retrieved and handed to the police. He told the Tribunal that the police investigation was still ongoing and this had prevented him from obtaining further information. He stated that the Second Respondent's mistake had been to trust the Fourth Respondent who had been employed at the firm and who had considerable conveyancing experience. He told the Tribunal that the failure to act in the lender's best interests had been the fault of a third party and he denied that the Second Respondent had failed to exercise an appropriate degree of supervision at the firm. He claimed that it had not been possible for the Second Respondent to supervise someone who did not want to be managed and who had deliberately withheld information.

26.7 The Tribunal found both allegations substantiated against the Second Respondent. The Second Respondent should not have signed the Certificate of Title given the discrepancy in the purchase price and had thereby failed to act in the best interests of the lender client. In addition, she had failed to make arrangements for the effective supervision of the Fourth Respondent in relation to the transactions involving Mr GS and Mr and Mrs J (2). The Tribunal also considered that the Second Respondent had failed to adequately supervise the Third Respondent by allowing his own practice to "mingle" with that of the firm. The Third Respondent had also been able to use the firm's notepaper to write letters without the knowledge of the Second Respondent.

27. **Allegation 3.1: He misappropriated money belonging to Mr J and used it for an unauthorised purpose, in breach of trust. He did so dishonestly, although for the avoidance of doubt it is not necessary to prove dishonesty for this allegation to be substantiated;**

Allegation 3.2: He wrote misleading and untruthful letters to Mr J. He did so dishonestly, although for the avoidance of doubt it is not necessary to prove dishonesty for this allegation to be substantiated.

27.1 Mr Barton told the Tribunal that the Third Respondent now claimed that Mr U had given him the £84,000 as a loan but Mr Barton pointed out that there was absolutely no evidence to support this assertion. Mr Barton explained that Mr U had made a number of payments to the Third Respondent which had been acknowledged in a receipt from LCS dated 3 March 2010. Mr Barton reminded the Tribunal that the Third Respondent had acknowledged in interview with the FIO that the money had been paid into his personal account.

27.2 The Tribunal was told that Mr U had made a number of attempts to try and retrieve his money from the Third Respondent but without success. Mr Barton reminded the Tribunal that both the receipt and the letter to Mr U dated 29 June 2010 had been written on LCS notepaper. He pointed out that LCS had traded from the same address as that of the firm and it was not clear what services were being provided by the Third Respondent through that company. He claimed that the letter of 29 June 2010 had been false and misleading. It had referred to an anticipated completion date which was factually incorrect. Mr Barton told the Tribunal that the letter had been written deliberately and dishonestly.

27.3 Mr Barton reminded the Tribunal that the letter dated 18 August 2010 and which had been sent to Mr U by the Third Respondent had been written on Qube notepaper. It had referred to the fact that completion was set for 13 September and Mr Barton

suggested that this implied that contracts had been exchanged or that some other significant event had taken place in readiness for completion. He told the Tribunal that the contents of the letter had been false. Mr Barton stated that in the letter dated 21 September 2010 which had also been written on Qube notepaper, the Third Respondent had acknowledged his debt to Mr U. Mr Barton pointed out that the wording of the letter implied that there had been discussions with Qube in relation to the matter, but that no discussions had taken place and so the letter was misleading. He told the Tribunal that the Third Respondent had admitted in interview with the FIO that he had written both letters and that the Second Respondent had been unaware of this.

- 27.4 Mr Barton told the Tribunal that the Third Respondent had acted dishonestly in relation to this matter. He stated that there was nothing to confirm that the money had been a loan. The only contemporaneous documentation relating to this transaction had been Mr U's complaint to the Authority. He pointed out that the Third Respondent had not made reference to a loan in any of the letters sent to Mr U. Mr Barton told the Tribunal that the money paid by Mr U had been misappropriated by the Third Respondent. He reminded the Tribunal that the Third Respondent had admitted in interview with the FIO that the money had been used for another purpose and as at the date of the interview it had not been repaid.
- 27.5 The Third Respondent told the Tribunal that the money had originally been borrowed from a group of people but Mr U had become the "front" of the group when he had decided to buy a house following a disagreement with his brother. He stated that it was only when Mr U had concluded that he needed to buy his own property that the group had demanded the return of the money. He claimed that he had been subjected to harassment in relation to this matter and told the Tribunal that he had been discredited in his local community due to the subsequent police investigation and the High Court proceedings which had been brought against him by Mr U. He suggested that Mr U had used the Authority for his own purposes in relation to this matter.
- 27.6 In answer to a question from the Tribunal, the Third Respondent conceded that there was no documentary evidence to show the existence of a loan. He told the Tribunal that Mr U would not have wanted the loan to be made public. He acknowledged that the Second Respondent had not known about the letters written on Qube notepaper. He claimed that the letters were not misleading and told the Tribunal that if the purchase had gone ahead then he would have drawn the matter to the attention of the Second Respondent.
- 27.7 In answer to a further question from the Tribunal, the Third Respondent stated that the letter referring to completion on 13 September should have been "re-phrased". He explained that he had been trying to arrange receipt of the money and had been told to expect the funds two days before the completion date. He had intended to pass the money to the firm and then complete the matter. He told the Tribunal that the sellers had wanted to proceed as quickly as possible and a delay had occurred because he did not have the funds. He stated that the letter dated 21 September 2010 had been written by a Mr K who had worked part time at the firm for a short period of time. He explained that the matter had been taken over by Mr K at the insistence of Mr U and his associates.

- 27.8 The Third Respondent told the Tribunal that he had been the practice manager at the firm at the time of the transaction and he continued to work at the firm in this capacity. He had dealt with outstanding conveyancing matters following the departure of the Fourth Respondent from the firm. He claimed that the Fourth Respondent had more experience in conveyancing than either himself or the Second Respondent but stated that she had deliberately held back information. He explained that the two conveyancing transactions involving Mr GS and Mr and Mrs J (2) had been referred to the firm by C and Co Solicitors where the Fourth Respondent had worked previously and who had been subject to an intervention by the Authority.
- 27.9 The Third Respondent explained that he had run LCS for most of his career. He told the Tribunal that the company had offered taxation services and immigration advice but once the firm had moved to the Milton Street premises, he had stopped trading on advice from the Authority. He stated that following the dissolution of the company, he had worked for the firm and no other complaints had been made against him. He told the Tribunal that the order that the Authority was seeking against him would seriously affect his livelihood. He pointed out that he suffered from diabetes and was limited in the work that he could do.
- 27.10 The Tribunal found that there was no evidence that the money paid by Mr U had been in the form of a loan to the Third Respondent. The correspondence that the Tribunal had seen supported the fact that Mr U had intended to purchase a property and there was no evidence at all that a loan had existed. The Tribunal had been invited to find that the Third Respondent had been dishonest in relation to this matter. The letters dated 18 August and 21 September 2010 and which had been sent on Qube notepaper had been misleading and untruthful. The Tribunal noted, that in interview with the FIO, the Third Respondent had admitted to having written those letters. The Tribunal did not accept that a Mr K had written the letter of 21 September 2010 and did not find this explanation to be credible. The Tribunal had to consider whether the Third Respondent had been dishonest, by applying the “combined test” as set out by Lord Hutton in Twinsectra Ltd v Yardley and Others [2002] UKHL 12. The Tribunal was satisfied that the actions of the Third Respondent had been dishonest by the standards of reasonable and honest people and that the Third Respondent knew that by those standards his conduct had been dishonest.
28. **Allegation 4.1: She conducted a conveyancing transaction which bore the hallmarks of mortgage fraud which she failed to identify and which were not reported to her lender client;**
- Allegation 4.2: She conducted a conveyancing transaction in which she failed to act in the best interests of her purchaser clients.**
- 28.1 Mr Barton told the Tribunal that these allegations related to two property transactions which had been dealt with by the Fourth Respondent. He reminded the Tribunal that the Fourth Respondent had been acting for both Mr GS and the Alliance & Leicester and she had owed the usual conduct duties to both. There had been a discrepancy between the purchase price contained in the Certificate of Title which had been signed by the Second Respondent and the price recorded in the contract. Mr Barton told the Tribunal that the FIO had found a copy cheque on the file but there was no evidence to show whether this had been paid direct to the seller or whether the lender had been

notified of this. Mr Barton stated that this transaction showed signs of mortgage fraud which the Fourth Respondent had failed to identify.

- 28.2 The second transaction had arisen as a result of the involvement of Red 2 Black Homes Ltd (“R2B”) who provided assistance to individuals selling in difficult circumstances. Mr Barton told the Tribunal that the Fourth Respondent had acknowledged that she had not offered any advice to Mr and Mrs J (2) to enable them to consider whether the payment to R2B was justified. He submitted that this lack of advice demonstrated that the Fourth Respondent had failed to act in the best interests of Mr and Mrs J(2).
- 28.3 Ms Kapila told the Tribunal that the Fourth Respondent admitted the allegations on the basis of the matters contained within the Rule 5 Statement and accepted that she had fallen below the required standard. Ms Kapila acknowledged that the Fourth Respondent had not spotted the signs of mortgage fraud when she should have done so and that she had failed to advise Mr and Mrs J(2). Ms Kapila stated that there had been no allegation of dishonesty or concealment on the part of the Fourth Respondent who had been a trainee solicitor at the time. She told the Tribunal that the Fourth Respondent had received little training at the firm and there had been minimal supervision. She had wanted a training contract and had accepted poor supervision to secure this. She stated that the Fourth Respondent accepted that she had been stupid and naive and she acknowledged that it was appropriate for a regulatory order to be made against the Fourth Respondent in this case.
- 28.4 The Tribunal found the allegations substantiated against the Fourth Respondent and indeed the Fourth Respondent had admitted the allegations.

Previous Disciplinary Matters

29. None.

Mitigation

Second Respondent

30. The Second Respondent told the Tribunal that she had supervised the Fourth Respondent for a brief period between July and September 2009. She had intended to carry out file reviews every three to four months but the Fourth Respondent had been arrested before she had been able to put this system in place. She had managed to review some of her files and had been available to answer questions.
31. The Second Respondent explained that Mr S, who had been a Director of the firm, had known the Fourth Respondent personally and he had employed her without any consultation. She told the Tribunal that originally there had been two Directors at the firm but following the sudden resignation of Mr S, she had been left to run the firm on her own. She had taken over responsibility for the Fourth Respondent at that point. She told the Tribunal that she had been a qualified solicitor for over nine years although she was not a conveyancer. She stated that she had an unblemished career record and confirmed that there had never been any complaints made by clients about her work. She told the Tribunal that she was honest and took her professional career very seriously.

Third Respondent

32. None.

Fourth Respondent

33. Is as set out in paragraph 28.3.

SanctionSecond Respondent

34. The Second Respondent had been out of her depth in running the firm. She had not recognised the importance of signing Certificates of Title and she had failed adequately to supervise the business of the firm. The Tribunal considered the range of available sanctions and in all the circumstances decided that the appropriate order was that the Second Respondent should pay a fine of £3,000. The Tribunal recommended that the Second Respondent should only practise in employment approved by the SRA or, in the event that she practised as a partner, then she should be in partnership with at least three other equity partners.

Third and Fourth Respondents

35. A number of serious conduct matters had been found proved against both the Third and Fourth Respondents. In addition, the Tribunal had made findings of dishonesty in relation to the Third Respondent. Accordingly, it was appropriate and proportionate that regulatory orders should be made against both Respondents in accordance with Section 43 of the Solicitors Act 1974 and the Tribunal so ordered.

Costs

36. The Applicant's claim for costs was £18,283.05 including the costs of the forensic investigation. Mr Barton suggested that it would be reasonable for the Fourth Respondent to be responsible for 20% of those costs and for the balance to be paid by the Second and Third Respondents.

37. The Second Respondent suggested that she should pay a quarter of the Applicant's costs. In relation to her current means, she told the Tribunal that she owned a share in a shared ownership house and the outstanding mortgage on the property exceeded the available equity. She did not have any savings and her income was balanced by her expenditure.

38. The Third Respondent asked for the Applicant's costs to be reduced. He told the Tribunal that he owned his own home and currently worked limited hours as a practice manager. In addition, he received rental income from the firm. He had no other income or capital.

39. Ms Kapila stated that the Fourth Respondent accepted that a costs order should be made in principle. She told the Tribunal that the Fourth Respondent had not worked since September 2009 following the birth of her child. The total family income including state benefits and rental income was balanced by the family's expenditure.

Ms Kapila confirmed that the Fourth Respondent owned her own home with her husband. The current value was not known. In addition, she owned a rental property which appeared to have only very limited equity. She had a modest amount of savings which were held in her daughter's name. Ms Kapila stated that the Tribunal should take into account the Fourth Respondent's ability to pay given her limited means.

40. The Tribunal noted that two of the allegations in this case had been withdrawn and the length of the hearing today had been less than anticipated. In view of this, the Tribunal summarily assessed the Applicant's costs at £14,000. The Tribunal decided that it was appropriate for the Second and Third Respondents to pay costs fixed in the sum of £6,000 each and for the Fourth Respondent to pay costs fixed in the sum of £2,000 and so ordered.

Statement of Full Order

41. The Tribunal Ordered that the Respondent, *Respondent 2*, solicitor, do pay a fine of £3,000.00, such penalty to be forfeit to Her Majesty the Queen, and it further Ordered that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £6,000.00.
42. The Tribunal Ordered that as from 7th June 2012 except in accordance with Law Society permission:-
- (i) no solicitor shall employ or remunerate, in connection with his practice as a solicitor Tasaduq Hussain;
 - (ii) no employee of a solicitor shall employ or remunerate, in connection with the solicitor's practice the said Tasaduq Hussain;
 - (iii) no recognised body shall employ or remunerate the said Tasaduq Hussain;
 - (iv) no manager or employee of a recognised body shall employ or remunerate the said Tasaduq Hussain in connection with the business of that body;
 - (v) no recognised body or manager or employee of such a body shall permit the said Tasaduq Hussain to be a manager of the body;
 - (vi) no recognised body or manager or employee of such a body shall permit the said Tasaduq Hussain to have an interest in the body;

And the Tribunal further Ordered that the said Tasaduq Hussain do pay the costs of and incidental to this application and enquiry fixed in the sum of £6,000.00.

43. The Tribunal Ordered that as from 7th June 2012 except in accordance with Law Society permission:-
- (i) no solicitor shall employ or remunerate, in connection with his practice as a solicitor Nadia Akhtar;
 - (ii) no employee of a solicitor shall employ or remunerate, in connection with the solicitor's practice the said Nadia Akhtar;
 - (iii) no recognised body shall employ or remunerate the said Nadia Akhtar;
 - (iv) no manager or employee of a recognised body shall employ or remunerate the said Nadia Akhtar in connection with the business of that body;

(v) no recognised body or manager or employee of such a body shall permit the said Nadia Akhtar to be a manager of the body;

(vi) no recognised body or manager or employee of such a body shall permit the said Nadia Akhtar to have an interest in the body;

And the Tribunal further Ordered that the said Nadia Akhtar do pay the costs of and incidental to this application and enquiry fixed in the sum of £2,000.00.

Dated this 3rd day of July 2012

On behalf of the Tribunal

I. R. Woolfe
Chairman