

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 11364-2015

BETWEEN:

SOLICITORS REGULATION AUTHORITY

Applicant

and

TARIK AKHTAR

Respondent

Before:

Mr J. A. Astle (in the chair)

Ms A. E. Banks

Mrs N. Chavda

Date of Hearing: 28 June 2016

Appearances

Inderjit Singh Johal, Counsel of Solicitors Regulation Authority of Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN, for the Applicant

The Respondent was not present or represented.

JUDGMENT

Allegations

1. The allegations against the Respondent made by the Applicant were that he:-
 - 1.1 Altered an e-mail received from the SRA in order to mislead his partner in breach of Rules 1.02 and 1.06 of the Solicitors Code of Conduct 2007 (“SCC 2007”).
 - 1.2 Falsified insurance documents in order to mislead his partner in breach of Rules 1.02 and 1.06 of the SCC 2007 and, in respect of any conduct after 6 October 2011, in breach of Principles 2 and 6 of the SRA Principles 2011 (“the Principles”).
 - 1.3 Altered an email received from his insurer in order to mislead his partner in breach of Principles 2 and 6 of the Principles.
 - 1.4 Failed to report to the SRA that a County Court Judgment had been obtained against him by the London Borough of Wandsworth, in breach of Principle 7 of the Principles.
2. Dishonesty was alleged against the Respondent in respect of allegations 1.1, 1.2 and 1.3. However proof of dishonesty was not an essential ingredient for proof of the allegations.

Documents

3. The Tribunal considered all the documents in the case including:
 - Application and Rule 5 Statement with exhibit IJ1 dated 5 March 2015.
 - Witness Statement of Jonathan Chambers dated 10 May 2016 exhibiting Forensic Investigation Report dated 6 August 2013.
 - Statement of Mrs Hilda Amoo-Gottfried dated 18 January 2013.
 - Witness Statement of Mrs Hilda Amoo-Gottfried dated 1 June 2016.
 - Witness Statement of Jane Seymour Process Server dated 1 February 2016
 - Witness Statement of Mark Seymour Process Server dated 28 April 2016
 - Adverts placed in the Law Society Gazette and Surrey Comet
 - Cost Schedules dated 12 March 2015 and 22 June 2016.
4. The Respondent had not filed and served any documentation.

Preliminary Matters

Preliminary Matter One -Service of the Proceedings

5. On 11 February 2016 the Tribunal had made an order for substituted service on the Respondent by way of the Applicant placing an advertisement in the Law Society Gazette and a local newspaper in the area of the Respondent’s last known address. These advertisements were to be placed by 26 February 2016. The Applicant placed advertisements in the Surrey Comet (edition dated 26 February 2016) and the Law Society Gazette (edition dated 29 February 2016). These included the date and time of the substantive hearing. The Law Society Gazette advert had originally been placed in

time to appear the previous week but had been delayed due to a problem with payment.

6. As well as substituted service the Applicant had effected personal service. The Respondent owned the property that was his last known address jointly with his wife. Process servers had made various visits to the property but had not been able to serve the Respondent in person. The Respondent had not replied to messages left for him. When Ms Seymour, process server, attended the property on 21 January 2016 she spoke to a neighbour and was informed that whilst the Respondent may have been staying at an alternative address he continued to collect correspondence from the property and the neighbour had seen him waiting at the local bus stop within the last seven days. On this date, Ms Seymour affixed the documents for service to the front door (as the letterbox was sealed). On 27 January 2016 she returned to the property and found the documents served by her on 21 January 2016 had been removed.
7. On 1 March 2016 Mr Seymour, process server, attended the Respondent's property and in the absence of any person being there, left a message inserted between the front door and surrounding door frame asking the Respondent to contact him. No response was received. On 7 March 2016 Mr Seymour again attended the property. His message had been removed. On that date he left the Notice of Hearing for the substantive hearing affixed to the front door in an envelope addressed to the Respondent. On 18 March 2016, Mr Seymour again attended the property. The envelope had gone. He left a further message but no response was received. A further visit was undertaken on 4 April 2016 and on that occasion Mr Seymour noted that the message left on 18 March 2016 had seemingly been removed. Enquiries with neighbours made on that date confirmed that post was collected from the property fairly frequently. A final visit was undertaken by Mr Seymour on 18 April 2016. A further message was left and no response received.
8. The Applicant submitted that in the past documents had been returned to the Tribunal and/or the Applicant but on this occasion nothing had been returned. Mr Johal, on the basis of the evidence, invited the Tribunal to find that Service of the Proceedings and Notice of Hearing had been effected.
9. The Tribunal was satisfied that the requirements for service had been fulfilled. Despite the slight delay in the Law Society Gazette advert appearing the Respondent had had adequate notice.

Preliminary Matter Two- Proceeding in the Absence of the Respondent

10. The Applicant submitted that there had been a series of issues with serving the papers on the Respondent (set out in paragraphs 5 to 8 above). There had been adjournments of the substantive hearing in the last year or so because of difficulties with service. Personal and Substituted Service had now been effected.
11. The Applicant invited the Tribunal to proceed in the Respondent's absence pursuant to Rule 16(2) of the Solicitors (Disciplinary Proceedings) Rules 2007 ("SDPR"). The Respondent was aware of the date of the hearing and SDPR Rule 16(2) was therefore engaged. The Applicant submitted that the Respondent was aware of the hearing, had

chosen not to attend and that the Tribunal should proceed in the Respondent's absence.

12. The Tribunal considered Hayward, Jones and Purvis [2001] EWCA Crim 168. It should only proceed in the absence of the respondent if it was fair to do so. The substantive hearing had previously been listed on 3 September 2015 and then 2 and 3 March 2016. Due to concerns about service these dates had been vacated and the matter re-listed for 28 and 29 June 2016. The Tribunal was satisfied that the Respondent had been properly served with the papers in this matter and notice of the hearing.
13. The Tribunal considered whether it was in the interests of justice to proceed in the Respondent's absence. The Respondent had not engaged with the proceedings. There was a long history of the Applicant trying to engage with the Respondent. A further adjournment was highly unlikely to secure the attendance of the Respondent. The Tribunal found that it was in the interests of justice that the matter should proceed in the absence of the Respondent.

Preliminary Matter Three - Clarification of the Rule 5 Statement

14. The Tribunal asked the Applicant to clarify two matters, namely whether or not allegation 1.1 included an alleged breach of Principles 2 and 6 of the Principles and whether the inclusion of the word 'client' rather than the word 'partner' in the heading prior to paragraph 24 was an error as allegation 1.3 referred to 'partner' not 'client'. The Applicant confirmed that allegation 1.1 was pleaded in relation to breaches of the SCC 2007 only and the inclusion of references to Principles 2 and 6 in the heading preceding paragraph 9 was an error. The correct wording of allegation 1.3 included the word 'partner' and not 'client'. Mr Johal apologised for these errors.

Factual Background

15. The Respondent was born in August 1950 and was admitted to the Roll of Solicitors on 15 April 1997. The Respondent practised as a partner in the firm of AA Arden Solicitors ("the Firm") between 22 June 2011 and 28 December 2012. At the date of the hearing, the Respondent was not practising as a solicitor, having last held a practising certificate for the practising year 2012/2013. That certificate was terminated on 4 February 2014.
16. On 15 April 2011 Ms Evans, a team co-ordinator in the Operations Unit at the SRA emailed the Respondent at 16.30. This email was sent to the Respondent's hotmail email address. It included the direct dial number for Ms Evans and two documents as attachments. The email contained a table of the history of payments made by the Respondent to the SRA.
17. On 20 April 2011 the Respondent forwarded his business partner, Mrs Amoo-Gottfried, an email dated 20 April 2011 which appeared to have been sent by Ms Evans to the Respondent. This email was timed at 12.49 and was purportedly sent to the Respondent's postmaster.co.uk email address. When the Respondent forwarded the email to Mrs Amoo-Gottfried he pointed out that the SRA were demanding a further £550 and threatening to report him to the regulatory department.

The forwarded email did not have the two attachments sent with the email dated 15 April 2011 and the payment table had been omitted.

18. The Respondent was responsible for renewing the professional indemnity insurance for the Firm for the indemnity insurance year 2011/2012. He sent a proposal form to Zurich Insurance plc (“Zurich”) on or around 26 September 2011. The Respondent received, by email, a quotation from Zurich on 28 September 2011 under reference number 155810. This email comprised a letter to the Respondent dated 28 September together with a quotation form which set out a range of premiums from £3,750 to £4,931. The Respondent signed and completed the quotation form on 28 September 2011 indicating, by way of cross, that he opted for insurance with a premium of £4,615. The Respondent also indicated in the quotation form that he enclosed a cheque for the selected premium. On 14 October 2011 Zurich sent a letter to the Respondent enclosing the certificate of insurance and policy schedule. The reference number on the letter and the policy number on the certificate of insurance was 8001679. The schedule recorded that the premium was £4,615.
19. There was an email exchange between the Respondent and Mrs Amoo-Gottfried concerning the renewal of the Firm’s professional indemnity insurance. The Respondent emailed Mrs Amoo-Gottfried on 30 September 2011 and in that email the Respondent stated that the premium was £8,631. Following this, it was agreed that Mrs Amoo-Gottfried would contribute £6,131 (given her greater share in the partnership) and that the Respondent would pay £2,500. Subsequently on 16 November 2011 Mrs Amoo-Gottfried paid £6,131 to the Respondent from her account at her former firm, Ansah Solicitors.
20. The Respondent provided Mrs Amoo-Gottfried with documentation in respect of the professional indemnity insurance. The documents that the Respondent gave her included a quotation form with the reference number 176550/2. This form, in all material respects was the same as the quotation form originally provided by Zurich to the Respondent, except the range of premiums quoted was higher and premium selected by the Respondent was shown as £8,631. The Respondent also provided Mrs Amoo-Gottfried with a policy schedule which was in all material respects the same as the one provided by Zurich to the Respondent, except that the premium was £8,631 not £6,615 and the insurance premium tax stated was £489 not £261.
21. On 11 November 2011 Ms Jenny Screech, solicitor and legal professions manager at Zurich emailed the Respondent at 14.25. On 12 November 2011 the Respondent forwarded an email, which he had purportedly received from “Jan Screech” at Zurich on 11 November 2011, to Mrs Amoo-Gottfried. This email differed from the email that Ms Screech had actually sent the Respondent and the sender had been altered from Jenny Screech to “Jan Screech”.
22. On 14 November 2011, Mrs Amoo-Gottfried sent an email to “Jan Screech” but she did not receive a response. At that time the only person working from Zurich with the surname Screech was Jenny Screech.
23. On 18 January 2013, the SRA received a report, from Mrs Amoo-Gottfried, which included a statement disclosing three alleged acts of dishonesty on the part of the Respondent. The complaints prompted the SRA to carry out an investigation. That

investigation culminated in a forensic investigation report (“the FIR”) dated 6 August 2013.

24. The SRA received a report from Sharpe Pritchard solicitors on 29 January 2013. Sharpe Pritchard acted for the London Borough of Wandsworth in debt recovery proceedings against the Respondent. On 30 April 2012 the Respondent’s Defence and Counterclaim was struck out and Sharpe Pritchard, on behalf of the London Borough of Wandsworth, had obtained judgment against the Respondent in the sum of £33,783.08. The letter provided a copy of a “General Form of Judgment or Order” dated 8 May 2012. The Respondent had appealed the order, his appeal was heard on 2 January 2013 but was unsuccessful and the Respondent been ordered to pay further costs.

Witnesses

25. The following witnesses gave written and oral evidence:
- Mrs Hilda Amoo-Gottfried
 - Jonathan Chambers – Forensic Investigation Officer
26. The written and oral evidence of the witnesses is quoted or summarized in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case and made notes of the oral evidence. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear or consider that evidence.

Findings of Fact and Law

27. The Applicant was required to prove the allegations beyond reasonable doubt. The Tribunal had due regard to the Respondent’s rights to a fair trial and to respect for his private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
28. **Allegation 1.1 – The Respondent altered an e-mail received from the SRA in order to mislead his partner in breach of Rules 1.02 and 1.06 of the SCC 2007.**
- 28.1 Rule 1.02 required that a solicitor must act with integrity and Rule 1.06 that a solicitor must not behave in a way that was likely to diminish the trust the public placed in them or the profession. The SCC 2007 was in force until 5 October 2011. The Principles came into force on 6 October 2011.
- 28.2 On 15 April 2011 Ms Evans, on behalf of the SRA, emailed the Respondent at 16.30. This email was sent to the Respondent’s hotmail email address. On 20 April 2011 the Respondent forwarded to Mrs Amoo-Gottfried an email which purported to be dated 20 April 2011 and to have been sent by Ms Evans to the Respondent. This email was timed at 12.49 and on the face of it had been sent to the Respondent’s postmaster.co.uk email address. The Respondent sent the amended email to Mrs Amoo-Gottfried with a covering email stating that he had received the email that

afternoon, that £550 was being demanded and that “in addition to this they are threatening to report me to their regulatory department over a situation which arose entirely as a result of their own incompetence”.

- 28.3 The revised email stated that that the SRA continued “to assess your application for merger with Ansar Solicitors.” This was not mentioned in the original email and the Applicant’s case was that the Respondent had included this information to make Mrs Amoo-Gottfried think that there may be an impact on the proposed merger of their two practices if this was not resolved. The £550 outstanding balance related to the renewal of the firm recognition for the Respondent’s previous practice and a contribution to the compensation fund for that firm. The payment did not relate to Mrs Amoo-Gottfried’s firm or the partnership between Mrs Amoo-Gottfried and the Respondent.
- 28.4 Mr Chambers commenced an investigation on 26 March 2013. As part of his investigation he asked Mrs Amoo-Gottfried to produce all correspondence in her possession that had passed between her and the Respondent. One of the emails produced was the email dated 20 April 2011. Mr Chambers gave evidence that when he saw this email, as an SRA employee, the wording and content did not seem right. It was not the way the SRA would write to a solicitor. He identified that Ms Evans was still employed by the SRA and contacted her about the email.
- 28.5 Mr Chambers also contacted Mr Stanley, the Law Society Information Compliance Manager. Mr Stanley was asked to provide a copy of the email dated 20 April 2011 from Mrs Evans to the Respondent. His enquiries established that no email was sent by Ms Evans to the Respondent dated 20 April 2011. Mr Stanley recovered the original email sent by Ms Evans to the Respondent from the Law Society servers. This email was dated 15 April 2011. Ms Evans confirmed that the copy email dated 15 April 2011 retrieved by Mr Stanley was the correct version of the email and that she had not sent the variation of that email dated 20 April 2011.
- 28.6 The Applicant submitted that the Respondent had altered the email sent to him by Ms Evans in order to communicate a different regulatory tone to Mrs Amoo-Gottfried and that the Respondent sought to exaggerate the implications and consequences of failing to pay the outstanding fees immediately both for him and the Firm. The Applicant argued that in doing so the Respondent misled Mrs Amoo-Gottfried and acted without integrity and in a way that undermined the trust the public placed in him and the provision of legal services.
- 28.7 The Tribunal considered the allegation. It was obvious that the Respondent had altered the email. The original email had been sent to his email address, the amended email appeared to have been sent to a different email address, which was used by the Respondent. The Respondent was the recipient of the email. He had sent the email dated 20 April 2011 to Mrs Amoo-Gottfried. The two versions of the email were before the Tribunal and the differences between the two versions were stark.
- 28.8 The Tribunal then considered whether or not the Respondent altered the email in order to mislead Mrs Amoo-Gottfried. At that time Mrs Amoo-Gottfried was the Respondent’s proposed partner. The only person that the Respondent sent the amended email to was Mrs Amoo-Gottfried. The email dated 20 April 2011 he sent

her forwarding the email purportedly from the SRA was misleading. He had not received the email that day and there had been no reference to referring the Respondent to the regulatory department in the original. In addition the content of the email from Ms Evans had been amended. The Respondent had clear motivation to mislead Mrs Amoo-Gottfried. He stood to gain financially from misleading her.

- 28.9 Although Mr Johal for the Applicant had not referred to it, the Tribunal considered the guidance in the case of Hoodless and Blackwell v FSA [2003] UKFTT FSM007 when deciding whether or not the Respondent lacked integrity. In altering the email the Respondent had acted without integrity and had behaved in a way that was likely to diminish the trust the public placed in him or the profession. Nobody would expect a solicitor to alter emails in order to mislead their prospective partner. The Tribunal found allegation 1.1 proved beyond reasonable doubt.
29. **Allegation 1.2 – The Respondent falsified insurance documents in order to mislead his partner in breach of Rules 1.02 and 1.06 of the SCC 2007 and, in respect of any conduct after 6 October 2011, in breach of Principles 2 and 6 of the Principles.**
- 29.1 As set out above, the Respondent was responsible for renewing the professional indemnity insurance for the Firm for the indemnity insurance year 2011/2012. The Respondent provided Mrs Amoo-Gottfried with documentation in respect of the professional indemnity insurance. The documents that the Respondent gave her included a quotation form with the reference number 176550/2. This form, in all material respects was the same as the quotation form originally provided by Zurich to the Respondent, except the range of premiums quoted was higher and premium selected by the Respondent was shown as £8,631. The Respondent also provided Mrs Amoo-Gottfried with a policy schedule which was in all material respects the same as the one provided by Zurich to the Respondent, except that the premium was £8,631 not £6,615 and the insurance premium tax stated was £489 not £261.
- 29.2 Mr Chambers and Mrs Amoo-Gottfried, via her insurance broker, obtained copies of the original insurance documents issued by Zurich to the Respondent. Mrs Amoo-Gottfried's report to the SRA, made on 18 January 2013, included copies of the insurance documents that the Respondent had supplied.
- 29.3 The altered document included the false quotation reference on the quotation form and a table showing a range of higher premiums than appeared in the genuine quotation. It also falsely showed the selected premium in the quotation form. This was almost twice as much as was genuinely quoted. The falsified policy schedule was altered to show the same false premium and a false insurance premium tax. The Applicant submitted that the Respondent falsified documents in order to elicit payment contributions from his partner that would not only cover the entire costs of the premium but also meant that he would benefit to the tune of £1,516.
- 29.4 When the Respondent was seeking the professional indemnity insurance for the year 2011/12 Mrs Amoo-Gottfried had asked him about the position. The Respondent had informed her that the insurers did not want to deal with her because of her record and that she should leave it all to him. Mrs Amoo-Gottfried had considered it strange that the insurers would not want to speak to her as someone they were insuring but

ultimately the Firm needed the insurance and she left the Respondent to it. The original document that the Respondent had provided to Mrs Amoo-Gottfried had been laminated which had made copying difficult. The copies were blurred but Mrs Amoo-Gottfried confirmed that premium was shown as £8,631 and the insurance premium tax as £489.

- 29.5 On 30 September 2011 the Respondent sent Mrs Amoo-Gottfried an email in which he said that he had come by the office that afternoon with the insurance documents but she was out. The email stated that the insurance premium was £8,631 and asked Mrs Amoo-Gottfried to send a CHAPS payment of £7,131 to the Respondent's bank account as his overdraft would only stretch to £1500. Mrs Amoo-Gottfried told the Tribunal that she had paid £6,131 to the Respondent. She was uncertain as to why she had paid the greater share but accepted that was what had been decided. This had been on the understanding that the premium was £8,631 and that the Respondent would pay the balance. The payment was made on 16 November 2011.
- 29.6 Due to her concerns about the 2011/12 insurance process, Mrs Amoo-Gottfried decided the following year that she would go to the market herself. She made contact with a broker, Mr GW, Mr GW referred Zurich to the renewal terms issued under the quotation number 176550/2 which Mrs Amoo-Gottfried had sent him. Mrs Amoo-Gottfried informed the Tribunal that she had obtained copies of the original documents through Mr GW. Mr GW provided the documents to Mrs Amoo-Gottfried in an email dated 6 September 2012 in which he also confirmed that Zurich were not able to trace on their system either the quotation reference 176550/2 or the quotations noted therein. This was the reference on the documents that had been provided by the Respondent to Mrs Amoo-Gottfried.
- 29.7 The Applicant's case was that in falsifying the insurance documents in order to mislead his partner the Respondent breached Rules 1.02 and 1.06 of the SCC and, in respect of any conduct after 6 October 2011, Principle 2 and 6. Principle 2 provides that a solicitor must act with integrity and Principle 6 requires solicitors to behave in a way that maintains the trust the public places in them and in the provision of legal services.
- 29.8 The Tribunal had not been informed when precisely it was alleged that the Respondent had falsified the documentation. On the evidence before it the Tribunal was satisfied that the document must have been falsified between the Respondent receiving it and his partner making payment on 16 November 2011. The Respondent had received by email dated 28 September 2011 the quotation form and under cover of letter dated 14 October 2011 the certificate of insurance and policy schedule. It was clear that the documents that had been provided differed in key respects from the original documents. They had clearly been altered. The evidence before the Tribunal was that Mrs Amoo-Gottfried had received the documents from the Respondent. This was her evidence to the Tribunal. He had emailed her on 30 September 2011 quoting the incorrect premium.
- 29.9 The Tribunal considered whether anyone else could have falsified the document. The Respondent had given the documents to Mrs Amoo-Gottfried and the only other person who could have altered them was her. However, Mrs Amoo-Gottfried had paid the premium and lost out financially. She had also reported the issue to the SRA and

the police. The possibility that Mrs Amoo-Gottfried had falsified the documentation was so remote that it could be discounted. It did not establish reasonable doubt. The Respondent had misled his partner as to the insurance premium and she had therefore paid more than the actual premium resulting in financial gain for the Respondent.

- 29.10 In altering the documents the Respondent had acted without integrity and had behaved in a way that was likely to diminish the trust the public placed in him or the profession and /or the provision of legal services. Nobody would expect a solicitor to alter insurance documents to mislead their partner, especially for their own financial gain. The Tribunal found allegation 1.2 proved beyond reasonable doubt.
30. **Allegation 1.3 – The Respondent altered an email received from his insurer in order to mislead his partner in breach of Principles 2 and 6 of the Principles.**
- 30.1 On 11 November 2011 Ms Jenny Screech from Zurich emailed the Respondent. On 12 November 2011 the Respondent forwarded an email, which he had purportedly received from Zurich on 11 November 2011, to Mrs Amoo-Gottfried. This email had a different time to the original and on the face of it was sent by a “Jan Screech”. No such person worked for Zurich.
- 30.2 The Applicant’s case was that there were significant differences between the original email and the email that the Respondent forwarded to Mrs Amoo-Gottfried. The email forwarded on 12 November and dated 11 November 2011 showed that it was timed at 21.35, was sent by a “Jan Screech”, of the collections department and did not contain a telephone number for her. The email was purportedly copied to another Zurich employee, Jack C. This version of the email stated that the cheque for payment of the Firm’s insurance premium had been dishonoured twice and that third party credit reference agencies would be notified of payment default.
- 30.3 The original email timed at 14.25 on 11 November, was sent by Jenny Screech and copied in a Jacki C (who had the same surname as Jack C). It contained a contact telephone number. It did not mention that the cheque been dishonoured twice nor that third party reference agencies would be notified of the payment default. It stated that monies for the outstanding premium had to be paid by bank transfer rather than by cheque and it provided Zurich’s bank details for this purpose. This payment information was not included within the altered version.
- 30.4 As part of his forensic investigation, Mr Chambers noted that Mrs Amoo-Gottfried had tried to reply to the email from ‘Jan Screech’ but had received no response. He sent an email to ‘Jan Screech’ on 24 May 2013. He received an automated reply stating that the email could not be delivered. Mr Chambers identified that a solicitor called Jenny Screech was employed by Zurich but as legal professions manager rather than in the collections department. Mr Chambers contacted Jenny Screech who informed him that she was the only person employed by Zurich with the surname of Screech. Ms Screech confirmed to Mr Chambers that she had not sent the version of the email dated 11 November 2011 and purportedly timed at 21.35 and provided him with a copy of the email she had sent which was dated 11 November 2011 and timed at 14.25.

- 30.5 The Respondent had not attended the hearing and had not engaged with the proceedings. He had not provided any explanation for his actions. On the evidence before it, the Tribunal considered that the Respondent had amended the original email for his own financial advantage and to mislead his partner as to the true position. The email that the Respondent forwarded to his partner was not the email he had received. In particular the altered email referred to a cheque for payment of the insurance premium having been dishonoured twice and third party credit agencies being notified of payment default. Subsequently, Mrs Amoo-Gottfried paid the Respondent £6,131 on 16 November 2016.
- 30.6 In altering the documents the Respondent had acted without integrity and had behaved in a way that was likely to diminish the trust and confidence the public placed in him and the provision of legal services. The Tribunal found allegation 1.3 proved beyond reasonable doubt.
31. **Allegation 1.4 – The Respondent failed to report to the SRA that a County Court Judgment had been obtained against him by the London Borough of Wandsworth, in breach of Principle 7 of the Principles.**
- 31.1 Principle 7 requires a solicitor to comply with their legal and regulatory obligations and deal with their regulators and ombudsmen in an open, timely and co-operative manner.
- 31.2 The Applicant was informed by Sharpe Pritchard solicitors on 29 January 2013 that they, acting on behalf of the London Borough of Wandsworth, had obtained judgment against the Respondent in the sum of £33,783.08. Sharpe Pritchard had contacted the Applicant as they were looking to enforce the judgment and costs order and wanted the Respondent's residential address.
- 31.3 Mr Johal submitted that Outcome 10.3 of the SRA Code of Conduct 2011 required a solicitor to notify the SRA promptly of any material changes to relevant information about them including serious financial difficulty, action taken against them by another regulator and serious failure to comply with or achieve the Principles, rules, outcomes and other requirements of the Handbook. The Respondent had not informed the Applicant about the judgment against him and in doing so had not complied with his regulatory obligations.
- 31.4 The Tribunal had before it a "General Form of Judgment or Order" dated 8 May 2012 in the sum of £33,783.08 and made against the Respondent. The Respondent was under a regulatory requirement to inform the SRA of this judgment but had not done so. The Respondent was an experienced solicitor who had run his own practice and was a partner in the Firm. He had not complied with the requirements of Principle 7 of the Principles. The Tribunal found allegation 1.4 proved beyond reasonable doubt.
32. **Allegation 2 - Dishonesty was alleged against the Respondent in respect of allegations 1.1, 1.2 and 1.3. However proof of dishonesty was not an essential ingredient for proof of the allegations.**

- 32.1 The Applicant submitted that the Respondent's actions were dishonest according to the test laid down in Bultitude v The Law Society [2004] EWCA Civ 1853, applying the test for dishonesty as formulated in Twinsectra v Yardley and others [2002] UKHL 12. The Twinsectra test requires that the person has a) acted dishonestly by the ordinary standards of reasonable and honest people and b) realised that by those standards he was acting dishonestly.
- 32.2 The Applicant's position was that the Respondent acted dishonestly according to the ordinary standards of reasonable and honest people (the objective test) by deliberately altering emails received from the SRA and Zurich; falsifying insurance documents received from Zurich and misleading his partner by providing her the falsified emails and insurance documents as genuine. By altering the email from the SRA and then forwarding it to Mrs Amoo-Gottfried the Respondent knew that he would be misleading her regarding the true position. Further by falsifying the documents and email received from Zurich and then sending them on to Mrs Amoo-Gottfried, the Respondent knew that he would be misleading his partner regarding the true position in respect of the quotation and insurance premium. Finally, the Respondent benefitted financially from his actions in misleading his partner as he did not contribute at all to the firm's insurance premium and kept the excess monies over and above the premium, as paid by his partner. The Applicant's case was that when the Respondent acted in this manner he was acting dishonestly by the standards of reasonable and honest people (the subjective test).
- 32.3 The Tribunal considered all the facts proved, together with the submissions of the Applicant. It was satisfied that altering documents to mislead your partner and for your own financial advantage would be considered dishonest by the ordinary standards of reasonable and honest people. The Respondent was an experienced solicitor who was fully aware of his obligations. He had repeatedly altered documents and misled his partner. The Tribunal was satisfied that the Respondent realised he was acting dishonestly by the standards of reasonable and honest people. Accordingly, both the objective and subjective tests set out in Twinsectra were satisfied and the Tribunal found allegation 2 proved beyond reasonable doubt.

Previous Disciplinary Matters

33. None.

Mitigation

34. The Respondent had not engaged with the proceedings and did not attend the hearing. There was no explanation of his actions before the Tribunal and no mitigation had been provided.

Sanction

35. The Tribunal referred to its Guidance Note on Sanctions (4th Edition) when considering sanction.

36. The Respondent was entirely culpable for his misconduct. He had been motivated by personal financial gain. His actions were clearly planned and repeated. He breached the trust he owed to the public, profession and his partner. He had direct control and responsibility for the circumstances giving rise to the misconduct. He had a high level of experience. Significant harm had been caused by the Respondent's misconduct. His misconduct was calculated and repeated. He had intended it. His financial gain through the misconduct had caused financial loss to someone else. His conduct was a complete departure from the standards of integrity, probity and trustworthiness expected of a solicitor and had harmed, or at the very least risked harming, the reputation of the profession.
37. There were numerous aggravating factors. Dishonesty was alleged and proved. The misconduct took place over a period of time and was repeated. The Respondent's actions in falsifying documentation were deliberate, calculated and repeated. He concealed the wrong-doing. The falsification of the emails only came to light as part of the Applicant's investigation. The Respondent must have known that his conduct was in material breach of his obligations to protect the public and the reputation of the legal profession. The Respondent had not engaged with the proceedings and there were no mitigating factors.
38. The Tribunal considered the range of sanctions available to it, starting with No Order. The misconduct in this case was very serious. The sanction imposed needed to protect the public and the reputation of the profession from future harm. No Order, a Reprimand, Fine or Restriction Order would not protect the public or the profession. Suspension would not provide the appropriate protection of the public and/or the protection of the reputation of the legal profession. This was due to the seriousness of the misconduct, the allegations of dishonesty which had been proved and the fact that the Respondent's actions had been repeated, they were not a one-off. The appropriate sanction was to strike the Respondent off the Roll of Solicitors.

Costs

39. The Applicant applied for its costs, supported by a schedule totalling £14,070.10. The Applicant stated that this sum needed to be reduced as the hearing had not lasted two days. The Tribunal considered the costs schedule and reduced the time claimed for attendance at the hearing, the time for travel to and from this hearing and the overnight accommodation costs due to the fact that the hearing had lasted less than one day. The time claimed for attendance at the case management hearing on 2 September 2015 was reduced from two and a half hours to an hour. There was no evidence before the Tribunal to explain why two and a half hours was justified for that hearing and waiting had been charged separately. The Tribunal identified £12,624.20 as the amount of costs it considered the Respondent should pay.

Statement of Full Order

40. The Tribunal Ordered that the Respondent, TARIK AKHTAR, 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 £12,624.20.

Dated this 26th day of July 2016
On behalf of the Tribunal

J.A. Astle
Chairman