

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 11589-2016

BETWEEN:

SOLICITORS REGULATION AUTHORITY

Applicant

and

VENKATESHWARLU BANDLA

Respondent

Before:

Mr R. Nicholas (in the chair)

Mr H. Sharkett

Mr P. Hurley

Date of Hearing: 9 May 2017

Appearances

Mark Gibson, solicitor, of The Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN for the Applicant.

The Respondent did not appear and was not represented.

JUDGMENT

Allegations

1. The allegations against the Respondent were that:
 - 1.1 The Respondent misled the SRA regarding a professional indemnity policy for his firm in that he stated in his annual return for the 2015/2016 practising year that he was insured by AIG Europe Limited when that was not the case and he thereby breached all, or any, of the following:
 - 1.1.1 Principle 2 of the SRA Principles 2011 (“Principles”) by failing to act with integrity;
 - 1.1.2 Principle 6 of the Principles by failing to behave in a way that maintained the trust the public placed in him and the provision of legal services;
 - 1.1.3 Principle 7 of the Principles by failing to comply with his legal and regulatory obligations and deal with his regulators and ombudsmen in an open, timely and co-operative manner.

It was alleged the Respondent had acted dishonestly.
 - 1.2 The Respondent abandoned his firm, failed to effect an orderly wind-down of it and failed to inform clients of the firm or the SRA of the closure of his firm and thereby breached all, or any, of the following:
 - 1.2.1 Principle 2 of the SRA Principles 2011 (“Principles”) by failing to act with integrity;
 - 1.2.2 Principle 6 of the Principles by failing to behave in a way that maintained the trust the public placed in him and the provision of legal services;
 - 1.2.3 Principle 7 of the Principles by failing to comply with his legal and regulatory obligations and deal with his regulators and ombudsmen in an open, timely and co-operative manner;
 - 1.2.4 Principle 8 of the Principles by failing to run his business or carry out his role in the business effectively and in accordance with proper governance and sound financial and risk management principles;
 - 1.2.5 Principle 10 of the Principles by failing to protect client money and assets;
 - 1.2.6 Failed to achieve Outcome 10.13 of the SRA Code of Conduct 2013 - once you are aware that your firm will cease to practice, you effect the orderly and transparent wind-down of activities, including informing the SRA before the firm closes.
 - 1.3 The Respondent failed to obtain Professional Indemnity Insurance for the 2015/2016 practising year and thereby breached all, or any of the following:
 - 1.3.1 Principle 4 of the Principles by failing to act in clients’ best interests;

- 1.3.2 Principle 6 of the Principles by failing to behave in a way that maintained the trust the public placed in him and the provision of legal services;
- 1.3.3 Principle 8 of the Principles by failing to run his business or carry out his role in the business effectively and in accordance with proper governance and sound financial and risk management principles.

Documents

2. The Tribunal reviewed all the documents submitted by the Applicant which included:

Applicant:

- Application dated 16 December 2016 together with attached Rule 5 Statement and all exhibits
- Applicant's Statement of Costs dated 24 April 2017
- Reports from Strategic Intelligence & Risk Services Europe dated 14 December 2016 and 6 March 2017 together with all attachments
- Witness statement of Ajit Singh (process server) dated 7 March 2017
- Witness statements of Mohammed Abdul Khadar (process server) dated 1 April 2017 and 4 May 2017

Service of Proceedings and Proceeding in the Respondent's Absence

3. Mr Gibson, on behalf of the Applicant, referred the Tribunal to two reports from the Applicant's enquiry agents, Strategic Intelligence & Risk Services Europe, dated 14 December 2016 and 6 March 2017 together with the witness statements of the process servers, Mr Singh and Mr Khadar.
4. Mr Gibson confirmed the enquiry agents had managed to trace the Respondent to an address in India, where he was living with his mother. Mr Gibson confirmed the Rule 5 Statement and Standard Directions had been personally served by Mr Singh on the Respondent's mother on 2 March 2017, as the Respondent had been out of town for a day or two. His mother had assured the process server that she would hand the documents to the Respondent as soon as he returned. Mr Gibson reminded the Tribunal that the Standard Directions contained details of today's hearing and submitted the Respondent was therefore deemed to have been served on 5 March 2017.
5. Mr Gibson also referred the Tribunal to the witness statements of Mr Khadar dated 1 April 2017 and 4 May 2017 in which he confirmed he had personally served the Respondent with the Tribunal's Memorandum dated 14 March 2017 and the Solicitors Tribunal Practice Directions No 5 and No 6 on 29 March 2017. The Respondent had admitted his identity to Mr Khadar and the Respondent's mother had also identified him. Mr Gibson reminded the Tribunal that the Memorandum dated 14 March 2017 also made reference to today's substantive hearing. Mr Khadar had subsequently, on

1 May 2017, attempted to serve further documents on the Respondent but he had been unavailable. Mr Khadar had instead left with the Respondent's mother the Applicant's Certificate of Readiness, a hearing time table, the Applicant's Schedule of Costs and a hearing bundle Index.

6. Mr Gibson submitted the Respondent had therefore been properly served with notice of the final hearing and was fully aware of these proceedings.
7. Mr Gibson submitted that although the Respondent was aware that the hearing was taking place, he had not contacted the Applicant or the Tribunal. In the circumstances, Mr Gibson submitted it was appropriate for the Tribunal to proceed in his absence.
8. The Tribunal having carefully considered the enquiry agent's reports and the witness statements referred to was satisfied that the Respondent had been served with notice of these proceedings and with notice of today's substantive hearing. His mother had been served with the papers and had given assurances that she would pass the documents to the Respondent. The Respondent had subsequently been served personally on 29 March 2017, when his mother was also present, with the Tribunal's Memorandum dated 14 March 2017. That Memorandum clearly referred to these proceedings and to the date of today's hearing. The Respondent had a duty to keep his regulator informed of his postal address and in this case the Applicant had gone to great lengths, as well as some considerable expense, to trace the Respondent.
9. The Tribunal then considered whether to proceed in the Respondent's absence. The Tribunal was mindful that it should exercise the utmost caution when considering whether to proceed in his absence.
10. The Respondent had chosen not to engage with these proceedings and had failed to comply with any of the Tribunal's Standard Directions. The Tribunal was satisfied he had voluntarily absented himself and that an adjournment was unlikely to result in his attendance on a future date. These were serious allegations, which included an allegation of dishonesty, and it was in the public interest for matters to be concluded expeditiously. Any possible prejudice that might be caused to the Respondent in proceeding in his absence was outweighed by the public interest. The Tribunal was satisfied in all the circumstances that it was appropriate and proportionate to proceed in the Respondent's absence.

Factual Background

11. The Respondent was admitted to the Roll on 15 November 2007. He did not hold a current practising certificate. He was currently residing in India.
12. At the material time the Respondent was the sole director of Ven Solicitors Limited at 241D High Street North, East Ham, London, E12 0SJ ("the firm").
13. On 4 January 2016 a Forensic Investigation Officer ("FIO") commenced an investigation of the firm which resulted in a Forensic Investigation Report ("FIR") dated 12 January 2016.

Allegations 1.1 and 1.3

14. In the Respondent's annual return for the 2015/2016 practising year he stated that the firm was insured by AIG Europe Ltd and provided a policy reference number. The policy number on the annual return for the 2015/2016 practising year was the same as the policy number on the annual return the Respondent had submitted for the 2013/2014 practising year, but the insurer on that annual return was Alpha Insurance.
15. On 10 December 2015, the SRA's Insured Reports team emailed AIG Europe Ltd to obtain confirmation that they had insured certain firms including the Respondent's firm. AIG Europe Ltd confirmed that they did not insure the Respondent's firm.
16. The Insured Reports team tried to contact the Respondent on 6 January 2016 to discuss the fact that the firm did not appear to have professional indemnity insurance but they were unable to contact him.
17. Participating insurers are required to report to the SRA detailing the firms that they insure as this is then cross referenced with information held by the SRA but AIG Europe Ltd had not notified the SRA that they insured the Respondent's firm as this was not the case.
18. The SRA's Insured Reports team records showed that the Respondent failed to obtain professional indemnity insurance for the practice year 2015/2016.

Allegation 1.2

19. On 22 December 2015 a letter was sent to the Respondent notifying him of the proposed FIO's attendance at the firm's offices. The FIO established that there was an attempt by the Post Office to deliver the letter and found that a card was left at the firm's premises asking the Respondent to collect the letter.
20. On 4 January 2016, the FIO attended the firm's premises at approximately 1.20pm. The firm's premises were contained within a hairdressing/beauty salon and did not have a separate street entrance but did have a separate internal door.
21. The firm's premises were fully partitioned off from the hairdressing/beauty salon and it was not possible to access the room which the firm operated from without entering through the internal door which, at the date of the FIO's visit, was locked.
22. There was no-one present within the firm's office. In the internal corridor the FIO noted a sign saying "Ven Solicitors", she noted there was also signage on the internal door and external window and noted there was a separate sign outside.
23. The FIO noted there was nothing on any of the windows or doors notifying the public of the closure of the firm. The interior of the firm's office contained unopened post on the floor and there also appeared to be post office cards indicating that there was a parcel or letter awaiting collection.

24. The FIO noted that there were approximately 10 to 15 beige files on one of the desks in the office. The FIO also identified there were approximately 30 to 40 other beige files and loose documents on shelves on the walls in the office. The files appeared to contain documents but the FIO was unable to see what the documents were. The FIO was concerned that the files may have been client files.
25. The FIO noted that there were some lever arch files and ring binders on one of the shelves which appeared to contain documents relating to the firm as some of the lever arch files were labelled "Accounts, Bank, Indemnity, Council and Gas."
26. The FIO attended the premises again in the late afternoon but there was no person present at the firm.
27. The FIO telephoned the firm's landline number and the Respondent's personal mobile at least twice on 4 January 2016. The call to the landline rang before being switched to an automated message which advised "Your call cannot be taken at the moment, and you cannot leave a message so please call again later." The call to the Respondent's personal mobile went straight to a recorded message which stated "Sorry, calls are not currently being connected to this number".
28. The FIO tried to contact the Respondent by email on 4 January 2016 but received an automated response acknowledging receipt of the email. Neither the Respondent nor any other person representing the firm responded to the email.
29. The FIO spoke to the woman who ran the hairdressing salon who advised she had not seen the Respondent for about 2 months.
30. The FIO attended the Respondent's home address, which was on the SRA records. The post box of the Respondent's flat did not have a front cover and the FIO left her business card in the post box asking the Respondent to contact her by noon on 5 January 2016.
31. On 5 January 2016 the FIO attended the firm's premises again but there was no-one present at the firm. The business card the FIO had left the previous day was still in the post box.
32. On 6 January 2016 the FIO telephoned the firm's landline and the Respondent's mobile but the calls went to automated messages. On the same day, an Authorisation Officer at the SRA confirmed to the FIO that no notification of the closure of the firm had been received by the SRA.
33. On 6 January 2016 an SRA Supervisor also sent emails to both email addresses for the firm attaching a letter to the Respondent. No response was received from the Respondent or anyone else at the firm.
34. On 11 January 2016, the FIO attended the firm twice but there was no-one present at the firm. The FIO spoke to the woman who ran the hairdressing salon again and she advised that she had not seen the Respondent since the FIO last attended the firm.

35. The FIO telephoned the firm's landline but there was an engaged tone. She also telephoned the Respondent's mobile number but her call could not be connected.
36. The FIO attended the Respondent's home address again and left another business card asking the Respondent to contact her before noon on 12 January 2016. The Respondent failed to contact the FIO.
37. On 13 January 2016 an SRA Supervisor sent a further email to both email addresses for the firm requesting the Respondent to contact her. No response was received from the Respondent or anyone else at the firm.
38. On 22 January 2016 an SRA Supervisor emailed the firm's email addresses and attached a report recommending intervention into the firm for the attention of the Respondent. No response was received from the Respondent or anyone else at the firm.
39. An Adjudication Panel resolved to intervene into the firm on 26 January 2016 and the intervention took place on 28 January 2016.
40. On 21 February 2016 the Respondent's ex-wife emailed the SRA and advised that the Respondent had left the country in mid-November and had returned to India.
41. On 12 May 2016 a SRA Supervisor emailed a letter to the firm's email addresses setting out the allegations against the Respondent. No response was received from the Respondent or anyone else at the firm.

Witnesses

42. The following witnesses gave evidence:
 - Sarah Bartlett (SRA Forensic Investigation Officer)

Findings of Fact and Law

43. The Tribunal had carefully considered all the documents provided, the evidence given and the submissions of the Applicant. 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.
44. **Allegation 1.1: The Respondent misled the SRA regarding a professional indemnity policy for his firm in that he stated in his annual return for the 2015/2016 practising year that he was insured by AIG Europe Limited when that was not the case and he thereby breached all, or any, of the following:**
 - 1.1.1 **Principle 2 of the SRA Principles 2011 ("Principles") by failing to act with integrity;**

1.1.2 Principle 6 of the Principles by failing to behave in a way that maintained the trust the public placed in him and the provision of legal services;

1.1.3 Principle 7 of the Principles by failing to comply with his legal and regulatory obligations and deal with his regulators and ombudsmen in an open, timely and co-operative manner.

It was alleged the Respondent had acted dishonestly.

- 44.1 Mr Gibson, on behalf of the Applicant, submitted the Respondent had acted dishonestly in providing the SRA with misleading information in relation to his professional indemnity insurance. He had claimed to be insured with AIG Europe Ltd on his 2015/2016 annual return to the SRA when he was not, and he knew he was not. Mr Gibson submitted the Respondent had deliberately told the SRA he was insured and had used the same policy number reference from his previous indemnity insurance year.
- 44.2 The Respondent had not engaged with either these proceedings or the SRA.
- 44.3 The Tribunal referred to a number of documents which included the Respondent's online annual practising certificate renewal return for the practising year 2013/2014. This contained a policy number for a policy with Alpha Insurance during that period. The Respondent's online annual renewal return for the practising year 2015/2016 stated the Respondent's firm was insured by AIG Europe Ltd but yet the policy number given was the same one that had been issued by Alpha Insurance in 2013/2014. Both of these returns had been completed by the Respondent who was the only fee earner and the authorised signatory working at the firm at that time.
- 44.4 The Tribunal had also been referred to an email dated 16 December 2016 from the SRA's Investigation and Supervision Department to Mr Gibson which contained an extract from AIG's Insured Firms Report. This confirmed that AIG had not insured the Respondent's firm in the practising year 2015/2016.
- 44.5 The Tribunal having considered these documents was satisfied that the Respondent had misled the SRA regarding his firm's professional indemnity insurance policy for the practising year 2015/2016 by stating his firm was insured by AIG Europe Ltd when it clearly was not.
- 44.6 The Tribunal was also satisfied that by providing the SRA with this misleading information, the Respondent had failed to act with integrity as he had not dealt with his annual practising certificate renewal form in an accurate and straight forward manner. He had failed to behave in a way that maintained the trust the public placed in him and in the provision of legal services as the public would expect a solicitor to provide his regulator with accurate information. The Respondent had also failed to comply with his legal and regulatory obligations or deal with the SRA in an open and co-operative manner by failing to provide accurate information on his renewal form. The Tribunal found the Respondent had breached Principles 2, 6 and 7 of the SRA Principles 2011.

- 44.7 The Tribunal then considered the issue of dishonesty. The Tribunal had been referred to the case of Twinsectra Ltd v Yardley & Others [2002] UKHL 12 which set out the test to be applied when considering the issue of dishonesty. Firstly, the Tribunal had to consider whether the Respondent's conduct was dishonest by the ordinary standards of reasonable and honest people. Secondly, the Tribunal had to consider whether the Respondent himself realised that by those standards his conduct was dishonest.
- 44.8 The Respondent had stated on his online annual return for 2015/2016 that his firm was insured by AIG Europe Ltd when this was not the position and was inaccurate. The Tribunal was satisfied that this would be considered dishonest conduct by the ordinary standards of reasonable and honest people.
- 44.9 The Tribunal considered that as the sole director of the firm, the Respondent must have known whether he was insured or not with AIG Europe Ltd. The Tribunal did not accept the Respondent could have made an error on his annual practising certificate return, particularly as premiums for indemnity insurance were payable shortly before the annual returns were filed. The Respondent must have known whether or not he had paid for professional indemnity insurance when he completed his online renewal form and would therefore know whether he had insurance in place and if so, who with.
- 44.10 The Respondent had specifically given the policy reference number from his professional indemnity insurance for the year 2013/2014 which had been with Alpha Ltd as the policy number for his alleged current insurance with AIG Europe Ltd. This was an indication that the Respondent was seeking to deliberately mislead the SRA knowing full well that his firm did not have professional indemnity insurance with AIG Europe Ltd for that period. AIG Europe Ltd had confirmed he was not insured with them and there was no evidence before the Tribunal to suggest the Respondent had been insured elsewhere. In any event the fact that the Respondent had used a policy reference number from a previous insurance policy was evidence that he knew he was not insured as, if he had been, he would have given a different policy reference number.
- 44.11 The Tribunal was therefore satisfied that the Respondent knew his conduct was dishonest by the ordinary standards of reasonable and honest people because he had deliberately sought to conceal the true position from the SRA. This was a planned and calculated act as he had taken the policy number from a previous Indemnity insurance policy. The Tribunal was satisfied he had acted dishonestly.
- 44.12 The Tribunal found Allegation 1.1 proved including the allegation of dishonesty.
45. **Allegation 1.2: The Respondent abandoned his firm, failed to effect an orderly wind-down of it and failed to inform clients of the firm or the SRA of the closure of his firm and thereby breached all, or any, of the following:**
- 1.2.1 Principle 2 of the SRA Principles 2011 ("Principles") by failing to act with integrity;**

- 1.2.2 Principle 6 of the Principles by failing to behave in a way that maintained the trust the public placed in him and the provision of legal services;**
- 1.2.3 Principle 7 of the Principles by failing to comply with his legal and regulatory obligations and deal with his regulators and ombudsmen in an open, timely and co-operative manner;**
- 1.2.4 Principle 8 of the Principles by failing to run his business or carry out his role in the business effectively and in accordance with proper governance and sound financial and risk management principles;**
- 1.2.5 Principle 10 of the Principles by failing to protect client money and assets;**
- 1.2.6 Failed to achieve Outcome 10.13 of the SRA Code of Conduct 2013 - once you are aware that your firm will cease to practice, you effect the orderly and transparent wind-down of activities, including informing the SRA before the firm closes.**

- 45.1 Mr Gibson confirmed the Respondent had not held any client money during the period 31 December 2014 to 30 June 2014 and referred the Tribunal to the Respondent's Accountants' Report dated 30 June 2015 as confirmation of this.
- 45.2 The Tribunal had heard evidence from Ms Bartlett on behalf of the Applicant. She confirmed the content of her Forensic Investigation report was true. That report gave details of the unsuccessful efforts she had made to try and make contact with the Respondent in January 2016. The report also provided information about what Ms Bartlett had observed when she attended the firm's premises on several occasions.
- 45.3 Ms Bartlett had been unable to access the firm's premises on 4 January 2016, 5 January 2016, 6 January 2016 and 11 January 2016. On each of these occasions, there was no one present at the firm and Ms Bartlett observed there was unopened post on the floor which had not been attended to. There was no sign at the premises to indicate the firm had closed and there was no response from either the firm's telephone landline or the Respondent's mobile number, or indeed to an email sent to him on 4 January 2016. Ms Bartlett observed a number of files in the office which could have been client files. Ms Bartlett had been informed by a woman who ran the hairdresser/beauty salon, through which access was gained to the Respondent's firm's premises, that the Respondent had not been seen for about two months.
- 45.4 The Tribunal was therefore satisfied that the Respondent had abandoned his firm. In doing so, he had failed to effect the orderly wind down of his practice and he had failed to inform clients or the SRA of the closure of his firm. The Tribunal considered the Respondent had not behaved in a way that maintained the trust the public placed in him and in the provision of legal services nor had he dealt with the SRA in an open, timely and cooperative manner. The public would expect a solicitor to comply with his obligations to his regulator and would not expect a solicitor to abandon his/her practice in the manner the Respondent had done.

- 45.5 The Respondent had also failed to run his business or carry out his role in the business effectively in accordance with proper governance and sound financial and risk management principles and he had failed to protect client assets. It was not known whether the files observed by Ms Bartlett related to live client matters or how clients may have been affected by the Respondent's conduct. Nevertheless this was not the manner in which a solicitor should behave when closing down a practice. The Respondent had not informed the SRA, or his clients, of his intentions and as such had potentially placed clients at risk. The Tribunal was satisfied that this showed the Respondent had acted with a lack of integrity. His failure to close down the practice in an orderly manner and inform the SRA of the closure of his firm was a failure to act responsibly and in accordance with his regulatory obligations.
- 45.6 The Tribunal was satisfied the Respondent had breached Principles 2, 6, 7, 8 and 10 of the SRA Principles 2011. He had also failed to achieve Outcome 10.13 of the SRA Code of Conduct 2013. The Tribunal found Allegation 1.2 proved.
46. **Allegation 1.3: The Respondent failed to obtain Professional Indemnity Insurance for the 2015/2016 practising year and thereby breached all, or any of the following:**
- 1.3.1 Principle 4 of the Principles by failing to act in clients' best interests;**
- 1.3.2 Principle 6 of the Principles by failing to behave in a way that maintained the trust the public placed in him and the provision of legal services;**
- 1.3.3 Principle 8 of the Principles by failing to run his business or carry out his role in the business effectively and in accordance with proper governance and sound financial and risk management principles.**
- 46.1 The Tribunal had already found that the Respondent had failed to obtain professional indemnity insurance for the practising year 2015/2016. Indeed the SRA's Insured Reports team had confirmed this to be the position.
- 46.2 The Tribunal was satisfied that the Respondent, by failing to ensure he had an indemnity insurance policy in place for that practising year, had placed his clients' interests at risk and had thereby failed to act in their best interests. Such conduct did not maintain the trust the public placed in him or in the provision of legal services. As a result of failing to have an indemnity insurance policy in place at that time, the Respondent had also failed to run his business effectively and in accordance with sound financial and risk management principles. The Tribunal found the Respondent had breached Principles 4, 6 and 8 of the SRA Principles 2011 and found Allegation 1.3 proved in full.

Previous Disciplinary Matters

47. None.

Mitigation

48. Whilst there was reference in the enquiry agent's report dated 14 December 2016, and in an email from the Respondent's ex-wife to the SRA dated 21 February 2016 to the Respondent possibly having health issues, there was no actual mitigation or supporting evidence from the Respondent, as he had not engaged in these proceedings at all.

Sanction

49. The Tribunal had considered carefully the documents before it. The Tribunal referred to its Guidance Note on Sanctions when considering sanction. The Tribunal also considered the aggravating and mitigating factors in this case.
50. The Tribunal considered the Respondent's conduct was serious and his culpability was high. Whilst there was no evidence of loss or harm caused to clients, the Respondent had caused harm to the reputation of the profession by abandoning his practice and dishonestly misleading his regulator whose role was to ensure clients' interests were properly protected. In the absence of any mitigating information from the Respondent, the Tribunal concluded the Respondent was entirely culpable for his actions which were planned and deliberate. He was an experienced solicitor who, as the sole director of the firm had full control of the circumstances. The Tribunal concluded his motivation was to prevent the SRA from making further enquiries or taking action concerning his firm's lack of indemnity insurance for the period 2015/2016.
51. The aggravating factors in this case were that that the Respondent had deliberately and dishonestly misled the SRA in order to conceal the true position concerning his lack of indemnity insurance for the year 2015/2016, he had failed to cooperate with his regulator and had simply abandoned his firm showing a complete disregard for his professional obligations to his clients and to the SRA. The Respondent had not engaged with the SRA or these proceedings. He ought reasonably to have known that his conduct was in material breach of his obligations to protect the public and the reputation of the legal profession.
52. The only mitigating factor that the Tribunal could identify was the Respondent's previous good record. Whilst there was reference to health issues in the documents before the Tribunal, there was no evidence in support.
53. The Tribunal then considered each of the sanctions in turn. Given the findings of dishonesty, acting with a lack of integrity on two separate matters and the fact that the Respondent had completely abandoned his practice and disappeared, the Tribunal concluded this case was too serious for No Order, or a Reprimand, or a Fine or a Restriction Order. Such sanctions would not be adequate for the misconduct found proved and would not protect clients or the reputation of the profession.
54. The Tribunal then considered the sanction of Suspension. The Respondent had not engaged with these proceedings and there was no evidence of any insight or remorse from him. He had shown a disregard of his obligations to his regulator and of the rules that were in place to protect the public. The Tribunal was of the view that a

suspension would not be a sufficient sanction to protect the public or the reputation of the legal profession.

55. The Tribunal was also mindful of the case of the SRA v Sharma [2010] EWHC 2022 (Admin) in which Coulson J stated:

“Save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the roll”

56. The Tribunal was satisfied that there were no exceptional circumstances in this case. The Tribunal concluded that the appropriate sanction to protect the public and the reputation of the profession was to strike the Respondent off the Roll of Solicitors. The Tribunal Ordered the Respondent be Struck off the Roll.

Costs

57. Mr Gibson requested an Order for the Applicant’s costs in the total sum of £7,552.99. He provided the Tribunal with a Statement of Costs which contained a breakdown of those costs.

58. The Tribunal had considered carefully the matter of costs and was satisfied that the amount of costs claimed was reasonable, particularly in light of the additional steps the Applicant had taken to trace and serve papers on the Respondent in India, some of which had not been included in the costs claimed. Accordingly, the Tribunal made an Order that the Respondent pay the Applicant’s costs in the sum of £7,552.99.

59. In relation to the enforcement of those costs, the Tribunal had particular regard for the case of SRA v Davis and McGlinchey [2011] EWHC 232 (Admin) in which Mr Justice Mitting had stated:


“If a solicitor wishes to contend that he is impecunious and cannot meet an order for costs, or that its size should be confined, it will be up to him to put before the Tribunal sufficient information to persuade the Tribunal that he lacks the means to meet an order for costs in the sum at which they would otherwise arrive.”

60. In this case the Respondent had not engaged with the Tribunal at all and therefore the Tribunal did not have any information or evidence of his current income, expenditure, capital or assets. In the absence of these, it was difficult for the Tribunal to take a view of his financial circumstances. Accordingly, the Tribunal did not consider this was a case where there should be any deferment of the costs order.

Statement of Full Order

61. The Tribunal Ordered that the Respondent, VENKATESHWARLU BANDLA, 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 £7,552.99.

Dated this 22nd day of June 2017
On behalf of the Tribunal


R. Nicholas
Chairman

Judgment filed
with the Law Society
on 22 JUN 2017