

The Respondent appealed the Tribunal's decision dated 4 March 2021 to the High Court (Administrative Court). The appeal was dismissed by consent on 22 December 2021.

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12135-2020

BETWEEN:

SOLICITORS REGULATION AUTHORITY

Applicant

and

HENNA ZEB KHAN

Respondent

Before:

Mr A Ghosh (in the chair)

Ms C Jones

Dr P Iyer

Date of Hearing: 9-10 February 2021

Appearances

Rory Mulchrone, barrister of Capsticks Solicitors LLP, 1 St Georges Road, London, SW19 4DR, for the Applicant.

The Respondent attended in person and was unrepresented.

JUDGMENT

Allegations

The Allegations against the Respondent were that, while in practice as a trainee solicitor at Stachiw Bashir Green Solicitors (“the Firm”):

Property 1

1. In a conveyancing transaction regarding Property 1, she:
 - 1.1 on or around 22 November 2018, inappropriately signed Replies to Requisitions on Title in the name of Janet Butterfield;
 - 1.2 on or around 17 December 2018, inappropriately signed a TR1 form in the name of Janet Butterfield;

and in doing so breached Principles 2 and/or 6 of the SRA Principles 2011.

Property 2

2. In a conveyancing transaction regarding Property 2, on or around 30 November 2018, she inappropriately signed a Certificate of Title in the name of Janet Butterfield, and in doing so breached Principles 2 and/or 6 of the SRA Principles 2011.

Property 3

3. In a conveyancing transaction regarding Property 3, on or around 20 December 2018, she inappropriately signed a Certificate of Title in the name of Janet Butterfield and in doing so breached Principles 2 and/or 6 of the SRA Principles 2011.

Dishonesty

4. It was the Applicant’s case that the Respondent had acted dishonestly in respect of Allegations 1-3 or any of them. Dishonesty was not an essential ingredient to the Allegations above, and it was open to the Tribunal to find these Allegations proven without a finding of dishonesty. Dishonesty, if proved, would be an aggravating feature of the misconduct alleged.

Factual Background

5. At the material time the Respondent was a trainee solicitor at the Firm, having commenced her training contract on 14 March 2018. The Respondent was admitted to the Roll on 15 February 2019. Her employment was terminated on 27 June 2019. At the time of the hearing the Respondent did not hold a practising certificate.

Chronology

14 March 2018

The Respondent began working at the Firm.

20 August 2018

The Firm was instructed by Client ZK and NM to act in a conveyancing transaction regarding Property 2. The Respondent was the fee-earner with conduct of the transaction.

6 September 2018

The Firm was instructed by Client WAS to act in the conveyancing transaction regarding Property 1. The Respondent was the fee-earner with conduct of the transaction.

22 November 2018

The Respondent signed Replies to Requisitions on Title in respect of Property 1 in the name of Janet Butterfield, the licensed conveyancer at the Firm, and submitted this to HM Land Registry.

30 November 2018

The Respondent signed a Certificate of Title in respect of Property 2 in the name of Janet Butterfield and submitted it to NatWest bank.

17 December 2018

The Respondent signed a TR1 form in respect of Property 1 in the name of Janet Butterfield, purporting to witness the signature of Client WAS, and submitted it to HM Land Registry following matter completion on the same day. The application to HM Land Registry was subsequently rejected and the application was returned to the Firm.

20 December 2018

The Respondent signed a Certificate of Title in respect of Property 3 in the name of Janet Butterfield and submitted it to the Land Registry.

15 February 2019

The Respondent was admitted to the Roll.

17 May 2019

Meeting between the Respondent and Adrian Green, the head of conveyancing at the Firm and the Respondent's supervisor.

24 June 2019

The Respondent sent a WhatsApp message to Adrian Green explaining her account of the allegations.

27 June 2019

Disciplinary hearing took place in the absence of the Respondent, and the decision was made to terminate her employment.

5 July 2019

Report made to the Applicant by Adrian Green.

Witnesses**6. Adrian Green**

- 6.1 Mr Green confirmed that his witness statement was true to best of his knowledge and belief.
- 6.2 In cross-examination Mr Green confirmed that the Respondent had taken part in a handover of files with Ms Butterfield when the former had gone on maternity leave. This had included a document listing all the files as well as a number of memos. The list of files had also been given to Mr Green.
- 6.3 Mr Green confirmed that he and Ms Butterfield had worked together for 18 years and that Ms Butterfield brought a significant amount of work into the Firm. The Respondent asked Mr Green if Ms Butterfield was an authoritative figure. Mr Green told the Tribunal that the partners made the decisions in the Firm and Ms Butterfield had been an employee.
- 6.4 Mr Green denied the suggestion that the staff turnover in the conveyancing department was high. The Respondent put to Mr Green that she had come to him and reported comments that Ms Butterfield had made about Asian clients, specifically that Ms Butterfield referred Asian clients to the Respondent to deal with and had made disparaging comments about such clients. Mr Green told the Tribunal that he did not recall this conversation. He told the Tribunal that the Respondent had dealt with some Asian clients as they had a shared language, but he did not recall Ms Butterfield making comments about Asian people.
- 6.5 The Respondent asked Mr Green if anyone else's files had been reviewed or if she had been the target. Mr Green told the Tribunal that the Respondent had not been the target, but it had been brought to his attention that a signature had been placed on a transfer deed and a certificate of title that was not Ms Butterfield's and he had been getting to the bottom of that.
- 6.6 In response to a question from the Tribunal, Mr Green confirmed that had had not authorised the Respondent to sign any documents herself if he or Ms Butterfield were unavailable. He told the Tribunal that the Respondent was not authorised to sign documents.

7. Janet Butterfield

- 7.1 Ms Butterfield confirmed that her witness statement was true to best of her knowledge and belief. She made one correction to that statement, by confirming that she meant to refer to the Respondent witnessing the TR1 form in her name rather than signing it. Ms Butterfield confirmed that she did not authorise the Respondent to sign or to witness the TR1 form in her name.
- 7.2 In cross examination Ms Butterfield confirmed that she had worked at the Firm for 18 years and had her own referrers. She would retain the cases that came through those referrals. Ms Butterfield agreed that there was a relaxed family atmosphere at the Firm.

- 7.3 The Respondent put to Ms Butterfield that she had given her a handover note listing all the files she was working on at the point when she had gone on maternity leave. Ms Butterfield told the Tribunal that she could not recall this. The Respondent put to her that they had gone through the files and questioned why none of these issues had been raised at that stage. Ms Butterfield told the Tribunal that the files had not been checked thoroughly and that the issues came to light when the registration documents were returned by HM Land Registry. It was at that point that Ms Butterfield noticed that the Respondent had put her (Ms Butterfield's) signature on the form as a witness.
- 7.4 Ms Butterfield confirmed that the Respondent would come to her with queries about title but did not believe that she had signed certificates of title on the Respondent's matters as the Respondent was Mr Green's trainee. Ms Butterfield told the Tribunal that she would not sign a certificate of title without reviewing the file, given the importance of the form.
- 7.5 Ms Butterfield confirmed that at the material time she generally worked from home on Mondays. This meant that documents that needed to be signed by Ms Butterfield would not go out on a Monday.
- 7.6 The Respondent put to Ms Butterfield that she had authorised the Respondent to sign documents in her name and show them to her afterwards. Ms Butterfield told the Tribunal that this was "totally untrue". The Respondent further put to Ms Butterfield that she had targeted the Respondent because she was Asian. Ms Butterfield rejected this suggestion and told the Tribunal that she had worked with clients from Asian backgrounds for many years.
- 7.7 In response to a question from the Tribunal, Ms Butterfield confirmed that she had also not given the Respondent authority to sign documents in her own (the Respondent's) name. The Respondent did not have authority to sign certificates of title, though she could witness transfer deeds and mortgage documents.

8. **Samantha Haley**

- 8.1 Ms Haley was a conveyancing secretary at the Firm. She confirmed that her witness statement was true to the best of her knowledge and belief. In cross-examination Ms Haley confirmed that she had worked at the Firm for 7-8 years and agreed that she was loyal to Ms Butterfield. She agreed that the Respondent would come to her with questions if nobody else was available and had an open-door policy.
- 8.2 Mr Mulchrone reminded the Respondent that she needed to put her case to the witness, but the Respondent confirmed that she had no further questions.

9. **The Respondent**

- 9.1 The Respondent had not filed a witness statement, but she had filed an Answer, which she read out as her evidence-in-chief. She also referred the Tribunal to character references that she relied on in relation to the allegation of dishonesty.

- 9.2 In summary, the Respondent accepted signing the documents in Ms Butterfield's name. She accepted that it had been inappropriate to do so but told the Tribunal that, at the time, she had been acting on the instruction and direction of Ms Butterfield "and/or Samantha Haley".
- 9.3 Mr Mulchrone cross-examined in respect of each of the documents in turn.

Reply to requisitions on title – Property 1

- 9.4 The Respondent confirmed that the document referred to undertakings, which she understood to be a binding promise from solicitors.
- 9.5 Mr Mulchrone took her to the part of the document that stated that it should be signed only by a person with authority to give undertakings in the Firm. He put to the Respondent that she did not have that authority. The Respondent agreed and acknowledged that the signature was not Ms Butterfield's but one that the Respondent had put in herself.
- 9.6 The Respondent was asked how those instructions had been given to her. The Respondent told the Tribunal that in the lead-up to Christmas the Firm was very busy. Ms Butterfield worked from home on Mondays and so there were documents that needed to be dealt with. Ms Butterfield had told her to inform her of the documents so that she was aware of the position. These instructions amounted to a general authority and had been given verbally.
- 9.7 Mr Mulchrone pointed out to the Respondent that the date the document was signed, 22 November 2018, was a Thursday and so there was no reason that the Respondent could not have gone to Ms Butterfield and got her to sign it. The Respondent told the Tribunal that Ms Butterfield's door had been closed and she did not know what Ms Butterfield was doing that day. The Respondent did not know what Mr Green was doing that day.

Certificate of title – Property 2

- 9.8 The Respondent told the Tribunal that the purpose of this document was to enable the receipt of funds from the lender for completion. The Respondent confirmed that Ms Butterfield's purported signature dated 30 November 2018 had been applied with Ms Butterfield's authority. This was under the general authority given to her, referred to above.
- 9.9 Mr Mulchrone asked the Respondent why Ms Butterfield could not have signed it herself given that it was a Friday and so she would not have been working from home. The Respondent told the Tribunal that she could not recall the specifics of that day. Mr Mulchrone put to the Respondent that there was no good reason why Ms Butterfield could not have signed the document. The Respondent told Mr Mulchrone that this was unfair, as he was making an assumption.
- 9.10 Mr Mulchrone put to the Respondent that she had decided to "act up" as a solicitor by signing documents that she felt she ought to have been able to sign, having completed her training contract but not yet admitted to the Roll. The Respondent denied this.

- 9.11 Mr Mulchrone put to the Respondent that in any event, there was no urgency for the document to be signed and so there was no need for her to have forged Ms Butterfield's signature. The Respondent took issue with the word "forged" and the question was re-put using the word "imitate". The Respondent repeated her explanation that she had Ms Butterfield's authority.
- 9.12 Mr Mulchrone put to the Respondent that her evidence was "preposterous". The Respondent said that Mr Mulchrone was trying to make it sound like that.

TRI form - Property 1

- 9.13 The Respondent confirmed that Ms Butterfield had not witnessed the signature on this document. The Respondent told the Tribunal that Ms Butterfield had been busy and told the Respondent to inform her of the document. The Respondent stated that she had asked Ms Haley as Ms Butterfield had not been available.
- 9.14 Mr Mulchrone put to the Respondent that even if she had such authority, which was not accepted by the Applicant, by witnessing the document in Ms Butterfield's name made the document misleading and untrue. The Respondent told the Tribunal that she understood that now but had not done so at time. She reiterated her defence that she was acting on Ms Butterfield's instructions.
- 9.15 Mr Mulchrone put to the Respondent that HM Land Registry would have been misled into believing that Ms Butterfield had witnessed the signature. The Respondent told the Tribunal that this was correct, "in the same way I was misled, yes".

Certificate of title - Property 3

- 9.16 Mr Mulchrone noted that the date of the signature, 20 December 2018, was a Thursday and so Ms Butterfield would have been in the office. The Respondent stated that a lot of staff were on holiday and so she was not sure but presumed that Ms Butterfield was not available. She stated that she would have gone to her office to see if she was in. If Mr Green had been in, then she would have gone to him.
- 9.17 The Respondent recalled that there was a family lawyer and a housing lawyer in the office, but they could not sign the document as they were not the conveyancer. The Respondent again told the Tribunal that she had general authority from Ms Butterfield to imitate her signature. Mr Mulchrone put to the Respondent that this was untrue and she had not been given authority by either Ms Butterfield or Ms Haley. The Respondent did not accept this.
- 9.18 Mr Mulchrone put to the Respondent that she had submitted falsified signatures on important legal documents to third parties. The Respondent stated that she had been given authority to do so and had been following the instructions of senior staff. She now understood that this was wrong.
- 9.19 The Respondent denied acting dishonestly. In relation to integrity and maintaining the trust in her and in the profession, the Respondent stated that she had not believed that what she was doing was wrong, but she now accepted it was. She told the Tribunal that she would not act in the same way again today.

- 9.20 In response to questions from the Tribunal by way of clarification, the Respondent stated that she could not recall the exact words used when she was given this authority. She explained to the Tribunal that she was essentially told that, because she was pregnant, Ms Butterfield did not want her to have to climb the stairs to her office to get each document signed.
- 9.21 In order to seek clarification as to the Respondent's understanding of matters at the time, the Tribunal invited the Respondent to comment on an analogous, hypothetical situation in which the Respondent's son signed a school document using the Respondent's name. The Respondent confirmed she would regard this as misleading and wrong but said that the distinction with these matters would be that the Respondent would not have known what her son was doing. The Respondent told the Tribunal that she was not familiar with the 'pp' method of signing on someone else's behalf.
- 9.22 The Respondent was asked whether she had shown Ms Butterfield the signature created in her name or whether she had just given the files to her. The Respondent replied that Ms Butterfield was well aware of each document as the Respondent would put them in her pigeon-hole. She specifically recalled showing the certificates of title to Ms Butterfield.

Findings of Fact and Law

10. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal gave due weight to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with the Respondent's rights to a fair trial and to respect for her private and family life under Articles 6 and 8 respectively of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
11. The Tribunal considered carefully all the documents, witness statements and oral evidence presented. In addition, it had regard to the oral and written submissions of both parties, which are summarised briefly below.
12. **Allegations 1-3**

Applicant's Submissions

- 12.1 Mr Mulchrone's submissions applied to all the Allegations as he advanced the same arguments in respect of each of the documents. They are set out here for ease of reference and to avoid repetition.
- 12.2 Mr Mulchrone submitted that the Respondent had lacked integrity, in breach of Principle 2, in respect of each of the Allegations. He referred the Tribunal to the Court of Appeal's judgment in Wingate & Evans v SRA and SRA v Malins [2018] EWCA Civ 366 and submitted that by acting in the way that she did, the Respondent had failed to live up to the higher standards expected from professional people and the standards of the profession.

- 12.3 Mr Mulchrone submitted that the Respondent had deliberately signed four legal documents in Ms Butterfield's name, in the knowledge that she had not given permission for her signature to be applied to those documents. The Respondent had thereby given the impression that the documents had been signed by a licensed conveyancer when they had not.
- 12.4 Mr Mulchrone submitted that as a trainee solicitor, with experience in conveyancing matters, the Respondent should have appreciated that a signature on an official document must be authentic. The Respondent would also have been aware that, as a trainee solicitor, she was unable to sign the document herself and that the document needed to be signed by a qualified solicitor or licensed conveyancer. If the Respondent had acted with integrity, she would not have signed the documents in this way and would have ensured that either Ms Butterfield or Mr Green signed them.
- 12.5 Mr Mulchrone further submitted that the Respondent had failed to behave in a way that maintained the trust the public placed in her and in the provision of legal services and had therefore breached Principle 6. He submitted that the public would expect that a trainee solicitor would not sign a document in the name of another person and would only submit documents which contained authentic signatures. The security of conveyancing transactions relied on documents being executed correctly.
- 12.6 In relation to the allegation of dishonesty, Mr Mulchrone relied on the test in Ivey v Genting Casinos [2017] UKSC 67. The Rule 12 statement set out the basis on which the allegation of dishonesty was pleaded as follows:

“42.1. She deliberately signed one or more important, legal documents in a colleague's name;

42.2. In doing so, she caused all or any of those documents to become false and/or misleading documents, in that they purported to be signed by someone who had not in fact signed them;

42.3. She deliberately submitted one or more of the documents in question to third parties, such as NatWest Bank and HM Land Registry;

42.4. In doing so, she must have known (and did know) that such third parties could be misled by the documents, into believing they had been signed by someone who had not in fact signed them, yet she nonetheless submitted them;

42.5. She did not have permission to do as she did;

42.6. She knew that she did not have permission to do as she did;

42.7. If, which is denied, she did have permission to do as she did, that would not constitute a reasonable excuse in all of the circumstances described above;

42.8. No honest person would have falsified a colleague's signature on important legal documents of this nature;

42.9. No honest person would have submitted documents bearing false or misleading signatures to third parties such as NatWest Bank or HM Land Registry.”

- 12.7 Mr Mulchrone told the Tribunal that the Applicant did not know what the Respondent’s motives were, but he submitted that it was not necessary to establish a motive in order to establish dishonesty. The test was whether ordinary and decent people would consider that the Respondent’s actions were dishonest.

Respondent’s Submissions

- 12.8 As with the Applicant’s submissions, the Respondent’s submissions applied to all the Allegations as she advanced the same defence in respect of each of the documents. The Respondent’s submissions are set out here for ease of reference and to avoid repetition.
- 12.9 The Respondent referred the Tribunal to her evidence and submitted that her defence to these Allegations had never changed. She had acted on instructions and did not believe, at the time, that her actions were wrong. She now understood that they had been wrong.
- 12.10 The Respondent submitted that a handover meeting had taken place with Ms Butterfield and these issues had not been raised at that stage. This was because she had been told to act in the way she had done.
- 12.11 The Respondent submitted that all of these instances occurred over a four-week period and that she had received no financial gain. In respect of Property 3, Ms Butterfield had looked at the file before completion. This file only came to light once the investigation was under way and so, the Respondent submitted, she had been targeted.
- 12.12 In relation to dishonesty, the Respondent also cited Ivey. She submitted that her state of knowledge was that other members of staff had instructed her to sign these documents, as she had. The Respondent submitted that the evidence of Ms Butterfield and of Ms Haley were inaccurate, misleading, untrue and motivated to protect their own positions. The Respondent cited a discrepancy in the evidence over the handover meeting as an example of this. By contrast, the Respondent was of good character as evidenced by the character references submitted on her behalf.
- 12.13 The Respondent submitted that pursuant to Ivey, her belief only had to be genuine and did not have to be reasonable. The Respondent submitted that her belief had been entirely reasonable, even though that was not a requirement. She submitted that ordinary, decent people would not consider her conduct to have been dishonest. The Respondent submitted that the more serious the allegation, the less likely it was to have occurred and that it was therefore inherently improbable that she had been dishonest, having regard to her good character.
- 12.14 The Respondent told the Tribunal that she recognised that her conduct had been inappropriate. She had lost her employment and had suffered the anxiety of the matter going on for 18 months.

The Tribunal's Findings

- 12.15 In respect of each of the four documents that were the basis of the three Allegations, the Respondent accepted that she had signed them using Ms Butterfield's name. Her explanation for doing so and her defence in respect of each of them was the same. The Tribunal considered each document together with the Respondent's case in each instance.
- 12.16 The Respondent's acceptance that she had signed the documents using Ms Butterfield's name was supported by the evidence, including that of Ms Butterfield herself. The Respondent had also accepted that it was inappropriate to have done so, though she denied realising this at the time. The Tribunal found this admission to be properly made as it could never be appropriate to sign a document by forging the signature of another person or by giving the impression that it had been signed by someone who had not, in fact, signed the document. The result of doing so was that the reader of the documents would be misled into believing that Ms Butterfield had put her signature to the document, when in fact she had not.
- 12.17 The Respondent's case was that she had been expressly authorised to act as she did. The Tribunal rejected this and found that she had not been expressly or even implicitly authorised to sign any of the documents in Ms Butterfield's name. Ms Butterfield and Ms Haley had given categorical evidence that they had never authorised the Respondent to act in this way. The Tribunal found Ms Butterfield and Ms Haley to be credible witnesses and preferred their evidence to that of the Respondent. The Respondent had often deflected difficult questions rather than giving clear answers. The Tribunal noted the submission made by the Respondent about how she was treated while working at the Firm, but it was not required to make a finding on those matters as they were not relevant to the question of the Respondent's professional conduct in this case.
- 12.18 The Respondent's actions in signing each of the documents in the way she had was clearly inappropriate and the Tribunal therefore found the factual basis of each Allegation proved on the balance of probabilities.

Principle 2

- 12.19 In considering whether the Respondent had lacked integrity the Tribunal applied the test set out in Wingate. At [100] Jackson LJ had stated:
- “Integrity connotes adherence to the ethical standards of one's own profession. That involves more than mere honesty. To take one example, a solicitor conducting negotiations or a barrister making submissions to a judge or arbitrator will take particular care not to mislead. Such a professional person is expected to be even more scrupulous about accuracy than a member of the general public in daily discourse”.
- 12.20 The Tribunal found that forging the signature of another person on any document, especially important legal documents some of which contained undertakings, demonstrated a clear lack of integrity and it found the breach of Principle 2 proved on the balance of probabilities in respect of each document.

Principle 6

12.21 The Tribunal found that the trust the public placed in the Respondent and in the provision of legal services was inevitably diminished in circumstances where a trainee solicitor forged signatures on key legal documents. The Tribunal found the breach of Principle 6 proved on the balance of probabilities in respect of each document.

Dishonesty

12.22 The test for considering the question of dishonesty was that set out in Ivey at [74] as follows:

“the test of dishonesty is as set out by Lord Nicholls in Royal Brunei Airlines Sdn Bhd v Tan and by Lord Hoffmann in Barlow Clowes: When dishonesty is in question the fact-finding tribunal must first ascertain (subjectively) the actual state of the individual’s knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledgeable belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the factfinder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest.”

12.23 The Tribunal applied the test in Ivey and in doing so, when considering the issue of dishonesty adopted the following approach:

- firstly the Tribunal established the actual state of the Respondent’s knowledge or belief as to the facts, noting that the belief did not have to be reasonable, merely that it had to be genuinely held
- secondly, once that had been established, the Tribunal considered whether that conduct was honest or dishonest by the standards of ordinary decent people.

12.24 In assessing the Respondent’s state of knowledge the Tribunal found that the Respondent had been aware of the nature of each of the documents that she had signed in Ms Butterfield’s name. The Respondent also knew that these documents were to be sent to third parties such as lender and HM Land Registry. The Respondent was also aware that she was signing in a name other than her own. The Respondent was further aware that, as a trainee solicitor, she was not authorised to sign such documents, though she could have witnessed the client’s signature on the TR1 form in her own name.

12.25 The Respondent’s case was that she genuinely believed that she had been authorised to sign the documents. As set out above, the Tribunal had found that the Respondent was not authorised. The question was now whether the Respondent had believed, erroneously, that she was. The Tribunal did not accept that the Respondent could possibly have believed that he was authorised to replicate a signature on documents of

such importance. The documents contained solicitors' undertakings and the Tribunal found it implausible that the Respondent could have thought that she would be permitted to bind Ms Butterfield and the Firm to those undertakings. The Respondent was on the verge of being admitted to the Roll and so would have known and understood the importance of the documents that she was signing. If the Respondent had been in any doubt as to what she was being asked to do she could have sought clarification as to whether she was being asked to "pp" a signature as opposed to forging it. The fact that she did not seek such clarification was evidence of the fact that the Respondent knew that she had no authority, express or implied, to be signing the documents at all.

- 12.26 The Tribunal read the character evidence submitted on the Respondent's behalf. There was no doubt that the Respondent had had a successful career ahead of her. However, the character evidence could not displace the weight of the evidence as to the Respondent's state of knowledge at the material time.
- 12.27 The Tribunal found, on the balance of probabilities, that the Respondent knew that she was not authorised and not entitled to sign any of the documents in Ms Butterfield's name.
- 12.28 The Tribunal found that Respondent's conduct, having regard to her state of knowledge and belief, would be considered a gross act of dishonesty by the standards of ordinary decent people. The Tribunal found that in respect of each document, the public would be incredulous that the Respondent had acted in the way that she had.
- 12.29 The Tribunal therefore found all the Allegations proved in full including the aggravating factor of dishonesty.

Previous Disciplinary Matters

13. There was no record of any previous disciplinary findings by the Tribunal.

Mitigation

14. The Respondent was given an opportunity to review the Guidance Note on Sanctions (December 2020), specifically the section relating to dishonesty, before completing her mitigation.
15. The Respondent told the Tribunal that she had been unemployed since this incident 18 months ago. She had co-operated with the SRA in this time and had apologised and admitted her mistake. The Respondent also reiterated points she had made as part of her defence. The Respondent submitted that her misconduct was a "big mistake" that took place over a short period of time. The Tribunal could be confident that there would be no repeat of such conduct in the future. The Respondent told the Tribunal that she had not benefited financially, rather the opposite. The Respondent submitted that her misconduct had been caused by Ms Butterfield's deception. The Respondent wished to remain in the profession and wished to make her son proud.

Sanction

16. The Tribunal had regard to the Guidance Note on Sanctions (December 2020). The Tribunal assessed the seriousness of the misconduct by considering the Respondent's culpability, the level of harm caused together with any aggravating or mitigating factors.
17. In assessing culpability, the Tribunal noted that the Respondent's motivation was unclear, but that she had appeared to want to take a short-cut and possibly wanted to prove herself, having completed her training contract. The Respondent's actions had been planned and deliberate and she had acted in clear breach of her position of trust. The Respondent had direct control and responsibility for her caseload albeit she was meant to be supervised. The Respondent had not been bullied or coerced into forging Ms Butterfield's signature.
18. The Respondent had not yet been admitted to the Roll at the time of the misconduct although she did have experience in conveyancing matters.
19. In assessing the level of harm caused, HM Land Registry and lenders had been misled, although this had been put right by the Firm. There was long lasting harm to the reputation of the profession by a trainee solicitor forging signatures on important legal documents.
20. The misconduct was aggravated by the Respondent's dishonesty.
21. Coulson J in Solicitors Regulation Authority v Sharma [2010] EWHC 2022 Admin observed:

"34. There is harm to the public every time a solicitor behaves dishonestly. It is in the public interest to ensure that, as it was put in Bolton, a solicitor can be "trusted to the ends of the earth"."
22. The Respondent's misconduct had been deliberate, calculated and repeated. It had continued over a period of weeks and involved a number of documents. There was an element of concealment in that the forged signatures concealed the fact that Ms Butterfield had not signed the documents herself. The Respondent had sought to blame her employers for her misconduct by asserting that they had given permission to her to do so, something the Tribunal had rejected.
23. The Tribunal was unable to identify any mitigating features. Although the Respondent had admitted that what she did was wrong, her explanation of the circumstances in which she had acted as she did, had not demonstrated genuine insight.
24. The misconduct was so serious that a Reprimand, Fine or Restriction Order would not be a sufficient sanction to protect the public or the reputation of the profession from future harm by the Respondent. The misconduct was at the highest level and the only appropriate sanction was a strike-off. The protection of the public and of the reputation of the profession demanded nothing less.

25. The Tribunal considered whether there were any exceptional circumstances that would make such an order unjust in this case. The Tribunal found there to be nothing that would justify a lesser sanction. The only appropriate and proportionate sanction was that the Respondent be struck off the Roll.

Costs

26. Mr Mulchrone applied for the Applicant's costs which were claimed at £22,800 in the schedule served in advance of the hearing. Mr Mulchrone acknowledged that the Tribunal may wish to reduce this as the hearing had taken less than two days instead of four as originally estimated. The Applicant had taken witness statements from three witnesses, each of whom had given live evidence. Mr Mulchrone told the Tribunal that the legal costs were based on a fixed fee and that the equivalent hourly rate worked out at £152.
27. The Respondent told the Tribunal that she was reliant on Universal Credit and was struggling "to make ends meet". She had taken loans from her family and friends and she had a two-year-old son. She had spent her savings on legal fees in respect of advice taken before the hearing. In response to questions from the Tribunal by way of clarification, the Respondent confirmed that she also received Child Benefit in addition to Universal Credit, bringing her monthly payments to £682.01. The Respondent told the Tribunal that she lived with her parents.

The Tribunal's Decision

28. The Tribunal began by reviewing the Applicant's cost schedule. This had been a straightforward case with limited complexity. The hearing had also been significantly shorter than originally anticipated. The Tribunal noted that a large number of hours had been spent on preparation in that context. Taking all these factors into account the Tribunal reduced the costs by £7,113.60 to reflect a reduction of 24 hours work. This brought the total to £15,686.40, which it rounded down to £15,686.00.
29. The Tribunal then considered whether to make a further reduction on account of the Respondent's means. The Tribunal took note of the Personal Financial Statement and the Respondent's submission on costs. The Tribunal noted that the Respondent lived with her parents and that her income was not negligible. There was no indication that she was unable to manage and she would be able to secure employment. The Respondent had not attached any documentary evidence to her Personal Financial Statement.
30. The Tribunal was aware that the Applicant, a responsible regulator, took a sensible and proportionate approach to enforcement. The Tribunal saw no basis, in all the circumstances, to reduce the amount further.

Statement of Full Order

31. The Tribunal Ordered that the Respondent, HENNA ZEB KHAN, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £15,686.00.

Dated this 3rd day of March 2021
On behalf of the Tribunal

A Ghosh
Chair