

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No.12340-2022

BETWEEN:

NORBERT OKENE OHANUGO

Applicant

And

SOLICITORS REGULATION AUTHORITY LTD.

Respondent

Before:

Mr A N Spooner (in the chair)

Mr M N Millin

Mrs L McMahan-Hathway

Date of Hearing:
18 August 2022

Appearances

Norbert Ekene Ohanugo the Applicant was in person

Lorraine Trench, Solicitor employed by the Solicitors Regulation Authority of The Cube, 199 Wharfside Street, Birmingham B1 1RN for the Respondent the Solicitors Regulation Authority Ltd

**JUDGMENT ON AN APPLICATION TO VARY CONDITIONS
ON PRACTICE HELD REMOTELY**

Executive Summary

1. The Applicant Mr Ohanugo applied to vary the conditions imposed on his practice by the Tribunal on 25 September 2012 so that they aligned with those imposed on his Practising Certificate for the year 2021-2022 by the SRA Ltd (“the SRA”). The SRA supported the application. [The Tribunal granted the application.](#)

Documents

2. The Tribunal considered all the documents in the case, which were contained within an agreed electronic hearing bundle.

Factual Background

3. Mr Ohanugo was admitted as a Solicitor on 16 May 2005. From 28 December 2006 until 25 September 2012, he practised as sole principal or in partnership at Wrightway Solicitors, 83 Lewisham High Street, London, SE13 5JX.
4. Mr Ohanugo appeared before the Tribunal in case number 10933-2012 on 31 July and 25 September 2012. The Tribunal found the following allegations proved against Mr Ohanugo:
 - “1. The allegations against the Respondent, Norbert Ohanugo, on behalf of the Solicitors Regulation Authority were that he, while practising as a sole principal and while practising in partnership at Wrightway Solicitors:
 - 1.1 Acted in breach of Rule 32 (8) of the Solicitors’ Accounts Rules 1998 (“SARs”) by failing to keep a central record or file of copies of bills and other written notifications of costs;
 - 1.2 Acted in breach of the SARs by transferring sums from the firm’s Client Account to the firm’s Office Account other than in circumstances permitted by Rule 19 or Rule 22 of the SARs;
 - 1.3 Acted in breach of Rule 32(4) of the SARs in that he failed to record all dealings with office money on the office side of the ledger;
 - 1.4 Acted in breach of Rule 32(1) of the SARs in that he failed to keep properly written up accounting records of dealings with client money;
 - 1.5 Acted in breach of Rule 30(2) of the SARs by transferring sums from one Client Account to another Client Account without the prior written authority of the clients;
 - 1.6 Acted in breach of Rules 22(1)(a) and 22(1)(e) of the SARs by transferring the proceeds of a sale to third parties rather than the client without written authority;
 - 2.1 Acted in breach of Rules 1(c) and 1(e) of the Solicitors’ Practice Rules 1990 and/or Rules 1.04 and 1.05 of the Solicitors’ Code of Conduct

2007, when acting on behalf of borrower and lender clients in respect of the purchase of a property in that:

- 2.1.1 he failed (either himself or through his staff) to obtain any or any adequate instructions from and/or to provide proper information to and/or otherwise contact the borrower client for whom he was acting; and
- 2.1.2 in breach of the lender client's instructions set out in the Council of Mortgage Lenders' Handbook ("the CML Handbook"), he failed to explain to the lender client and/or ask the borrower client (or to procure that a member of his staff did so) how the balance of the purchase price was being provided, notwithstanding that he had reasonable grounds to suspect that it had been provided by a third party."

5. Consequently, "the Tribunal Ordered that the Respondent, Norbert Ekene Ohanugo, solicitor, be suspended from practice as a solicitor for the period of one year to commence on the 25th day of September 2012 and it further Ordered that he do pay 65% of the costs of and incidental to this application and enquiry to be subject to a detailed assessment unless agreed between the parties to include the costs of the Investigation Accountant of the Law Society". The SRA's claim for costs was £97,895.46. Before any assessment 65% of the costs claimed by the SRA totalled £63,632.
6. Upon the expiry of the fixed period of suspension referred to above, Mr Ohanugo was subject to conditions imposed by the Tribunal as follows:
 - “1. The Respondent may not practise as a solicitor, as a sole practitioner, a Solicitor Director of a limited company, partner of a Recognised Body or member of a Limited Liability Partnership (LLP), Legal Disciplinary Practice (LDP) or Alternative Business Structure (ABS),
 2. For the avoidance of doubt the Respondent may only work as a solicitor in employment approved by the Solicitors Regulation Authority.
 3. There be liberty to either party to apply to the Tribunal to vary the conditions set out at paragraphs 1 and 2 above.”
7. By an application dated 20 April 2019, Mr Ohanugo sought to have the conditions imposed by the Tribunal removed. The SRA opposed the application. The application was refused for the reasons set out in the Tribunal's judgment on the application including that Mr Ohanugo had only practised for 15 months since 2012 and the Tribunal considered there to have been insufficient time for him to demonstrate practical rehabilitation within a firm. Costs were awarded to the SRA in the sum of £2,123.00.
8. In his 2019 application, Mr Ohanugo advised that the SRA had approved his employment at Moorehouse Solicitors, Sophia House, 214-218 High Road, Tottenham, London, N15 4NP. Mr Ohanugo had been employed by Moorehouse since March 2018.

9. By this application dated 3 June 2022, Mr Ohanugo applied to vary the conditions imposed on his practice in 2012.

Witnesses

10. There were no witnesses.

Mr Ohanugo's Evidence and Submissions

11. The Applicant Mr Ohanugo clarified that he applied for the conditions upon his practice imposed by the Tribunal in 2012 to be varied to:

“Mr Ohanugo is not a sole manager or sole owner of any authorised body.

Mr Ohanugo shall not provide legal services as a freelance solicitor offering reserved and unreserved services on his own account under regulations 10.2(a) or 10.2(b) of the SRA Authorisation of Individuals Regulations.”

These were the conditions imposed by the SRA upon Mr Ohanugo's Practising Certificate for the year 2021-2022. The SRA had removed the condition it had previously imposed which meant that he could only work in employment it had approved which mirrored a condition imposed by the Tribunal in 2012. In the statement in support of his application Mr Ohanugo said, (following the numbering of the document):

- “2. That I have fully accepted responsibility for my actions and have taken suitable steps to rehabilitate myself during the years since my previous conduct was considered.
3. That I am making this application due a material change in my career since the order was made.
4. That one of the key points which the Tribunal needed to consider in determining the application regarding a change in circumstances, has been demonstrated in a number of ways.
5. That I have undertaken relevant courses and have sought employment with my current firm where I have remained since.
6. That I have complied with the conditions imposed by the Tribunal and the SRA since 2013.
7. That I have been (sic) gained an approved employment for over four years employed and have performed my duties professionally and diligently.
8. That on the 25th of May 2022, the Authorisation officer of the SRA made a decision to vary my practising conditions. I have since been granted a certificate in that regard.

9. That I agreed entirely with the said decision and requests (sic) that the Tribunal varies the subsisting Order in line with variation of the SRA of 25th May 2022.
 10. That I have had no other adverse disciplinary or regulatory matters considered against me since my suspension ended in 2013.
 11. That I have complied with the terms of the conditions imposed upon me.
 12. That I have provided professional reference from my employer, Mr Nwaekwu from Moorehouse, a letter from the employer detailing the in-house training provided to me where the issues identified by the Tribunal were addressed and courses completion certificates.
 13. That the references provided fully supports my application to remove the conditions. It shows details of employment and experience gained, rehabilitation and fully supports my application to remove the conditions.
 14. That the referee describes me as a professional who performs my duties diligently and exceptionally and that I have successfully worked for them with no regulatory, compliance or client concerns for over four years.
 15. That since the end of the suspension and start of my employment, I have complied with my employment conditions fully.
 16. That based on the facts above, I have demonstrated a change in circumstances in my professional career, therefore, the Order should be varied in accordance with that which has be (sic) varied by the SRA.”
12. Mr Ohanugo submitted that he had gained insights into the issues that had led to the regulatory process in 2012. He had reflected and worked very hard to rehabilitate himself and did not believe that he posed any risk to the public. Variation of the conditions by the Tribunal would assist him in extending his rehabilitation. He asked the Tribunal to bring its order into line with the current conditions imposed by the regulator so that he could continue his journey of rehabilitation.
 13. Mr Ohanugo submitted that the difference between the first of the conditions imposed by the SRA and that imposed by the Tribunal was that the former only prevented him from being a sole manager or sole owner of any authorised body while the condition imposed by the Tribunal prevented him from being a manager or owner at all. He needed to be permitted to be a manager in order to get back his managerial skills by working with and learning from experienced managers. He had had conversations with his present firm and manager who understood his position and had helped him to get to his current situation. If he were given the opportunity, Mr Ohanugo submitted that he would learn how they managed an authorised body. As to whether his plans included working with his present firm or elsewhere, he said that he had had conversations but not reached any conclusions with individuals who understood the type of training he

needed; people who could train him properly. He would have the opportunity to continue learning about the process of how a firm was properly run. Mr Ohanugo confirmed that when the problems which led to his appearance before the Tribunal in 2012 occurred, he had been a sole practitioner.

14. In support of his application Mr Ohanugo had provided a reference from his employer dated 7 April 2022, which set out his employment and the experience which he had gained with the firm. It referred to his having undertaken training within the firm and externally and its practical application relating to the SARs and the effective management of a law firm.

The SRA's Submissions

15. For the Respondent, Ms Trench confirmed that the SRA supported the application to vary conditions. She also confirmed Mr Ohanugo's understanding of the difference between the condition prohibiting ownership or management imposed by the Tribunal in 2012 and the first condition imposed by the SRA on his 2021-2022 Practising Certificate.
16. Ms Trench submitted that over the years the SRA had varied slightly the conditions which it had imposed upon Mr Ohanugo's Practising Certificates following the Tribunal hearing in 2012. The Practising Certificates for the years covering 2013 to 2016 included the following conditions:
 - The Applicant may act as a solicitor only in employment which has first been approved by the Solicitors Regulation Authority.
 - The Applicant is not a sole practitioner or a solicitor director of a limited company, owner, manager, partner or member of a recognised body or licensed body.
 - The Applicant shall immediately inform any actual or prospective employer of the conditions and the reasons for their imposition.
17. The Applicant's Practising Certificates for the years 2016 to 2019 contained a slight variation of the second condition set out above in that it stated that he might not act as a manager or owner of any authorised body. The other conditions remained the same.
18. The conditions on the Practising Certificates covering the years 2019 to 2021 were varied further by the SRA and included the following:
 - The Applicant is not a manager or owner of any authorised body.
 - Subject to the condition above, the Applicant may act as a solicitor, only as an employee where the role has first been approved by us [that is the Solicitors Regulation Authority).
19. Ms Trench referred to the written decision of the Authorised Officer who had considered Mr Ohanugo's application for a Practising Certificate for the year 2021-22. He had weighed up the risk to the public and to the reputation of the profession when considering what if any conditions to impose. The risk identified was around Mr

Ohanugo's ability to manage a firm as sole manager or owner and his ability to comply with the regulatory obligations which would be placed upon him.

20. Ms Trench submitted that Mr Ohanugo's employers had not identified any concerns about his regulatory obligations. He had complied with the obligations in his Practising Certificate for 9 years but the SRA would submit that there was still a risk if he were practising on his own without oversight or supervision. The rationale for the SRA's conditions was set out in the decision of the Authorised Officer of the SRA to grant the Practising Certificate for 2021-2022 (following the numbering of the document):

“6.15 The SRA Code of Conduct for Firms (the Code) describes the standards and business controls that we and the public expect of firms authorised by us to provide legal services. Managers are responsible for compliance by their firm with the Code (Rule 8.1). Such standards and business controls include:

- having effective governance structures, arrangements, systems and controls in place to ensure regulatory compliance (Rule 2.1);
- monitoring the firm's financial stability and business viability (Rule 2.4);
- identifying, monitoring and managing risks to your business (Rule 2.5);
- safeguarding money and assets entrusted to you by clients (Rule 5.2)

6.16 These roles require individuals to consider their regulatory obligations and act accordingly. To manage the risk of re-occurrence and for public confidence to be maintained, I consider that Mr Ohanugo is unsuitable, considering his adverse regulatory history, to practise on his own as a manager or owner of a law firm. In such a position, he would have sole responsibility for making sure that the firm and its employees comply with their regulatory and professional obligations.

6.17 The issues which led to Mr Ohanugo's appearance before the Tribunal occurred while he was a manager and as such, he was responsible for ensuring that the Firm complied with its regulatory obligations. He failed to do so and therefore several allegations were found proven by the Tribunal all of which raised serious concerns with regard to his suitability to hold such a role.

6.18 Manager and owner roles require individuals to consider their regulatory obligations and act accordingly. In order to manage the risk of re-occurrence and for public confidence to be maintained, I consider that Mr Ohanugo should be prevented from practising as a sole manager or owner of a law firm having taken into account his regulatory history. In holding such a position alone, he would be responsible for ensuring that the firm and its employees comply with their regulatory and professional

obligations. He has previously demonstrated his inability to do this when sanctioned by the Tribunal for his failure to manage the Firm properly.

- 6.19 The last time Mr Ohanugo managed a firm, he failed in his duties to comply with the rules and regulations that are required of all managers or owners. It is important that any firm regulated by us complies with its regulatory duties, including having adequate controls and systems in place to monitor its financial position.
- 6.20 I have decided to vary this condition because it will allow Mr Ohanugo to practise as a manager or owner under the supervision of other managers or owners of the firm. This will also allow Mr Ohanugo to be able to gain experience in being a manager or owner and will allow him to present evidence of such experience in the future. Mr Ohanugo has had no other adverse regulatory history since 2013 and complied with terms of the conditions we imposed on his practising certificates. He also provided a detailed professional reference that supports removal of conditions and outlines his work at the firm and the internal training courses he has taken up to date. Mr Ohanugo is also said to be performing his duties and responsibilities at the firm diligently and there have been no client concerns.
- 6.21 I have not removed the condition entirely due to the risks that are still relevant because the Tribunal did not agree to remove or vary conditions in 2019. Mr Ohanugo needs supervised managerial experience before the condition can be removed entirely. Due to the current conditions, he was not able to do so and the variation will give him this opportunity.”
21. Ms Trench submitted that the first of the conditions now imposed by the SRA allowed Mr Ohanugo scope to have a managerial role at the firm albeit not by himself. It would enable him to obtain further experience and continue his rehabilitation. He had not practised in a managerial role. From 2012 he had had a Practising Certificate with conditions. The change to the conditions imposed by the SRA was driven by his demonstrated rehabilitation and reference from his employer who stated that he had no concerns about Mr Ohanugo. The SRA took the view that he should be given the opportunity to work in a managerial position if he chose to do so to give him the opportunity to demonstrate that he was capable of managing and running a firm. However the SRA took the view that there was still a risk because problems had arisen when he was practising on his own and as a partner. Ms Trench agreed that the new condition imposed by the SRA was “a halfway house”.
22. Ms Trench confirmed that the concept of a freelance solicitor was introduced in the 2019 regulatory framework. Rule 10 governed “Practising on your own” where the solicitor’s practice would not have to be authorised as a recognised sole practice by the SRA but the rules were prescriptive as to the work which could be carried out. The SRA felt that unless the condition relating to freelance work was imposed to prohibit Mr Ohanugo from setting up such a practice in an unauthorised body or firm, the risk relating to him would still exist. Ms Trench also directed the attention of the Tribunal

to what the Authorised Officer had said about the imposition of the second condition upon his 2021-2022 Practising Certificate regarding practice as a freelance solicitor:

- “6.22 Under the SRA Standards and Regulations, solicitors may practise on their own account without the need for their practice to be authorised, subject to compliance with regulation 10.2(a) or (b) of the SRA Authorisation of Individuals Regulations.
 - 6.23 Practising (sic) on his own under Regulation 10.2 would mean that, although there are some restrictions on the type of work Mr Ohanugo is allowed to carry out, he would still be working on his own and have sole responsibility for ensuring regulatory compliance.
 - 6.24 Due to the appearance before the Tribunal, I am not satisfied that Mr Ohanugo is suitable to carry out such work. Therefore, I believe a condition preventing him from doing so is necessary. The proposed conditions in conjunction with the other proposed conditions will ensure that clients and the public are fully protected.
 - 6.25 Although I am satisfied that the first condition could be varied, I am not satisfied that the evidence Mr Ohanugo has provided to remove conditions, is enough to mitigate the risks of him being solely responsible for his practice and for ensuring regulatory compliance on his own.
 - 6.26 This condition will prevent Mr Ohanugo from practising by himself with no supervision as I do not consider it is suitable or reasonable to allow him to practise on his own due to him not having done that since the suspension and the conditions were added by the Tribunal.”
23. Ms Trench also reminded the Tribunal that the Authorised Officer had removed the requirement for employment undertaken by Mr Ohanugo to be approved by the SRA for the reasons set out in the decision.
24. The Tribunal inquired as to the nature of the supervision to which Mr Ohanugo would be subject if his application were granted; would it be proactive or reactive that is only taking place if there were a complaint? Ms Trench explained that he would be monitored by his partners who would all be responsible for ensuring compliance with the SRA’s rules and with the SARs. They would also be subject to regulatory consequences if Mr Ohanugo did something wrong but matters would only come to the attention of the SRA if someone including the COLP or COFA of the firm reported to the SRA. The condition did not indicate any active monitoring by the SRA other than when Mr Ohanugo applied for a Practising Certificate

Submissions regarding costs of previous hearings

25. The Tribunal enquired about the costs which had been awarded to the SRA in the original proceedings in 2012 and at the conclusion of the unsuccessful application to remove conditions in 2019. Ms Trench stated that Mr Ohanugo had not paid anything towards the original costs order of 65% of approximately £97,000 and he had paid in

the region of £211 towards the costs order made in 2019. She understood that one of the reasons he could not pay was that he lacked the means to do so. Assets which the SRA had identified were held as to 95% in the name of his wife and not Mr Ohanugo and so the SRA could not pursue the costs. The SRA had instructed a firm to pursue the costs; initially there had been problems locating Mr Ohanugo and then the SRA felt that he was unable to pay. He had been given until 1 September 2022 to provide a Personal Financial Statement. Until the SRA received his Personal Financial Statement it would not know what his assets were. He had worked for the past 4 years and so it was hoped that he would be able to make some payments.

26. Mr Ohanugo informed the Tribunal that the property had been purchased in 2019. His wife had financed it from her own resources; she had sold a property of her own and then bought it. They were tenants in common. The SRA had recently been in contact with him again and he had engaged with it. He used to own a firm and he had left it with a lot of debts. He had intended to repay the costs to the SRA when he regained his Practising Certificate subject to conditions but no firm had been able to employ him because professional indemnity insurers would not routinely accept a solicitor being employed who was subject to conditions; they would impose higher premiums. From 2012 to 2018 he had had no means of obtaining any income and could not meet the costs. He had made an offer voluntarily to the SRA when he had commenced employment with his current firm but his offers of payment had been refused because the amounts were so small compared with the amount which was owed.
27. The Tribunal referred to its Guidance Note on Other Powers of the Tribunal. It included in a non-exhaustive list of the matters which any Tribunal would need to be aware of when considering lifting an indefinite suspension (which was analogous to this application) if financial penalties were imposed, evidence that they had been discharged or attempts made by the applicant to discharge them. There was no specific reference to costs in the list. Mr Ohanugo responded by referring to his witness statement which included:

“That the referee describes me as a professional who performs my duties diligently and exceptionally and that I have successfully worked for them with no regulatory, compliance or client concerns for over four years.”
28. Ms Trench agreed with the Tribunal’s suggestion that the costs were part of an order made by the Tribunal and compliance extended to complying with such orders. If payment was not made it was left to the other members of the profession to pick up the costs. In March 2020, the cost recovery department of the SRA had asked Mr Ohanugo to provide a suitable Personal Financial Statement and payment plan in the absence of which it would take a charge over his property. He had not completed a Personal Financial Statement but had referred the SRA to the unequal division of the ownership of the property. Offers of payment had been declined without full disclosure of his personal financial situation. Nominal payments had been made between September 2019 and April 2020 in respect of the costs award made in respect of his unsuccessful application in 2019 for removal of the conditions imposed by the Tribunal.
29. Mr Ohanugo submitted he had not shied away from the issue of the costs order made against him in 2012; the order was very difficult to comply with if one did not have the

means. In respect of the discussions with the SRA in 2020 and his failure to provide a completed Personal Financial Statement, Mr Ohanugo said that he had made contact with all his lenders but the Covid-related lockdown meant that he could not obtain information for the SRA. As to the fact that he could have attended to this matter as part of his latest application when he was aware that substantial sums were still owed, Mr Ohanugo responded that he could not recollect what he did and what plan was with the SRA.

30. The Tribunal expressed concern that while Mr Ohanugo said he was in agreement with the cost schedule relating to this application and made no objections, what assurance might the SRA or the Tribunal have that the costs which he now agreed would be paid when such a large amount had not been paid? Mr Ohanugo assured the Tribunal that he had made arrangements to pay the costs of this application. He had made a sustained effort to resolve the costs position and had made contact with the SRA and started to work so that he had the means to resolve the issue. He clarified that he was referring to the entirety of the costs and not just to the costs of these latest proceedings. Mr Ohanugo assured the Tribunal that he had a plan as he was aware that the costs would not go away, the plan being subject to any offer he made to the SRA. He had had a positive conversation with a family member on the subject. He had tried everything. He was positive that he would be able to pay; it was not a flagrant or intentional decision not to comply with the order.

Determination of the Tribunal

31. The Tribunal carefully considered the application having regard to the submissions and evidence of Mr Ohanugo and the views of the SRA. It also had regard to the Tribunal's Guidance Note on Other Powers of the Tribunal (6th edition) dated March 2022. Mr Ohanugo had been suspended by the Tribunal for a year in 2012 with conditions imposed on his practice at the expiry of the suspension. The SRA had exercised its separate powers to impose conditions of its own on his Practising Certificates from that time. The Tribunal's conditions imposed in 2012 took precedence over those of the regulator hence the necessity for this application.
32. Initially the SRA conditions were similar to those imposed by the Tribunal. In respect of the current practice year 2021-2022, the SRA conditions had diverged more significantly. The SRA now felt that provided he were not permitted to be a sole owner or manager the necessary protections for the public and the reputation of the profession would be effective. In his written statement in support of his application, Mr Ohanugo referred to the time he had spent in approved employment, now some 4 years, whereas he had only been in approved employment for a year when he made his application to the Tribunal for complete removal of the conditions in 2019. He relied on what he described as a material change in his career since the order was made.
33. Having regard to the factors set out in the Tribunal's Guidance Note on Other Powers of the Tribunal regarding an application to terminate an indefinite suspension which had relevance to the variation or termination of conditions, the Tribunal noted the requirement for evidence of changed circumstances. The original allegations found proved were serious and the conduct involved clearly presented a risk to the public and the reputation of the profession and the Tribunal must bear that in mind in reaching its

decision upon the application. Mr Ohanugo had applied in 2019 for removal of the conditions in their entirety and the Tribunal had refused his application. He now applied for variation and accepted that for now he could not practise unfettered by conditions. He now had 3 more years of experience of working within a firm under the management of others. The SRA had considered his position and the support from his firm and had removed the requirement for it to approve his employment. Mr Ohanugo had complied with the conditions imposed upon his practice and was clearly keen to progress within the profession. The regulator supported his application. The Tribunal also bore in mind that in order to practise alone he would have to apply successfully to the Tribunal for removal of all conditions upon his practice.

34. The Tribunal was concerned to hear that only £211 had been paid against the substantial costs orders that were outstanding. Notwithstanding that fact, the Tribunal would grant the application to vary the conditions on Mr Ohanugo's practice so that they were effectively aligned with what the SRA as regulator had imposed on his Practising Certificate. However if any application were made in the future for a further amendment to, or removal of the conditions and while the Tribunal could not tie the hands of a Tribunal that might hear that application, this Panel, at least, would expect a payment plan to be in place regarding costs and that substantial inroads to have been made to discharge the costs that were currently outstanding.

Costs

35. The SRA applied for costs against Mr Ohanugo in the amount of £1,911 on the basis that as regulator it was obliged to respond to his application. Ms Trench explained that the parties had hoped to be able to have the application determined without a hearing but this was not permitted under the Solicitors' (Disciplinary Proceedings) Rules 2019 and the costs schedule therefore included the costs of this hearing. Ms Trench also pointed out that the SRA had done its utmost to minimise the costs. The SRA had also prepared the hearing bundle at the request of Mr Ohanugo, who did not oppose the application for costs. The Tribunal considered the costs claimed to be reasonable and proportionate and awarded the SRA costs in the amount sought £1,911.

Statement of Full Order

36. The Tribunal Ordered that the application of NORBERT EKENE OHANUGO, solicitor for the variation of the conditions imposed by the Tribunal on 25 September 2012 be GRANTED.
- 36.1 The Tribunal Ordered the conditions be hereby varied as follows so that:-
- 36.2.1 Mr Ohanugo is not a sole manager or sole owner of any authorised body;
- 36.2.2 Mr Ohanugo shall not provide legal services as a freelance solicitor offering reserved and unreserved services on his own account under regulations 10.2(a) or 10.2(b) of the SRA Authorisation of Individuals Regulations.

In these conditions the definitions are as defined in the SRA Glossary.

36.3 There shall be liberty to apply in respect of the conditions at 36 2 above.

36.4 The Tribunal further Ordered that the Applicant do pay the costs of the response of the Solicitors Regulation Authority Ltd to this application fixed in the agreed sum of £1,911.00.

Dated this 14th day of September 2022
On behalf of the Tribunal



A N Spooner
Chair

JUDGMENT FILED WITH THE LAW SOCIETY
15 SEPT 2022