

The Tribunal's decision dated 3 January 2023 is subject to appeal to the High Court (Administrative Court) by the Respondent. The Order remains in force pending the High Court's decision on the appeal.

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12358-2022

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

FARRUKH ABBAS

Respondent

Before:

Mr W Ellerton (Chair)
Ms A Horne
Mr C Childs

Date of Hearing:
28-29 November 2022

Appearances

Mr Matthew Edwards, barrister, of Capsticks Solicitors LLP, 1 St George's Road, London, SW19 4DR, for the Applicant.

Mr Billal Malik, barrister, of Demstone Chambers, Luminous House, 300 South Row Milton Keynes MK9 2FR for the Respondent (direct access).

JUDGMENT

Allegations

1. The allegations against Mr Farrukh Abbas (“the Respondent”) are that while in practice as a solicitor first with Chauhan Solicitors Limited and/or with Prime Law Solicitors Limited:
 - 1.1 Between 28 July 2017 and 5 April 2018, Mr Abbas instructed and/or approved the issue and/or pursuit of a fabricated claim for damages against Javidan Ahmad in respect of a road traffic accident when he knew that the basis of the claim was not true. In doing so Mr Abbas breached either or both of Principles 2 and 6 of the SRA Principles 2011.
 - 2.1 On or around 29 September 2017, Mr Abbas signed a witness statement containing a declaration of truth knowing that the statement was untrue in material respects. In doing so Mr Abbas breached either or both of Principles 2 and 6 of the SRA Principles 2011.
 - 3.1 Between 27 and 30 October 2017, Mr Abbas provided misleading information in respect of medical evidence provided by a medical expert, Habib Qazi (Mr Qazi), in that:
 - 3.1.1 On 27 October 2017 he provided instructions to Mr Qazi which were untrue in material respects; and/or
 - 3.1.2 On or around 30 October 2017, Mr Abbas signed a declaration confirming that he agreed with the contents of a medical report when he knew that the medical report was, in material respects, untrue. In doing so Mr Abbas breached either or both of Principles 2 and 6 of the SRA Principles 2011.

Dishonesty

4. Allegations 1 to 3 were advanced on the basis that Mr Abbas’ conduct was dishonest. Dishonesty was stated to be an aggravating feature of the conduct alleged but was not an essential ingredient of proving the allegations.

Executive Summary

5. Mr Abbas involved himself in making a false insurance claim for personal injury following a road traffic accident.
6. The vehicle involved in the accident belonged to Mr Abbas, but was being driven by his colleague, Mr Anjum, when the accident took place. Mr Abbas was not present in the vehicle. Mr Anjum was not insured to drive the vehicle.
7. Mr Abbas subsequently allowed an insurance claim to be submitted in which he stated he had been the driver of the vehicle and had suffered personal injuries in it. In furtherance of the dishonest claim Mr Abbas presented for medical examination and physiotherapy sessions. After a period of 9 months Mr Abbas discontinued his involvement in the claim.

8. Whilst, ultimately no damages were ever paid out, Mr Abbas admitted to wanting to gain financially from the dishonest claim.
9. Subject to some factual disputes Mr Abbas admitted all the allegations made against him and he was struck off the roll of solicitors. There was no order for costs.

The Applicant's Case can be found [here](#)

Mr Abbas' Case can be found [here](#)

The Tribunal's Findings can be found [here](#)

Mitigation can be found [here](#)

The Tribunal's Decision on Sanction can be found [here](#)

The Tribunal's Decision on Costs can be found [here](#)

Documents

10. The Tribunal considered all the documents in the case which were contained in an agreed electronic bundle.

Findings of Fact and Law

11. The Applicant was required by Rule 5 of The Solicitors (Disciplinary Proceedings) Rules 2019 to prove the allegations to the standard applicable in civil proceedings (on the balance of probabilities). The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with Mr Abbas' 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.
12. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case and made notes of the oral evidence. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear or consider that evidence.

The Principles and Test for Dishonesty

13. Principle 2 of the SRA Principles 2011 requires solicitors to act with integrity. In Wingate v SRA [2018] EWCA Civ 366, the Court of Appeal stated that integrity connotes adherence to the ethical standards of one's profession. In giving the leading judgement, Lord Justice Jackson said: Integrity is a broader concept than honesty. In professional codes of conduct the term "integrity" is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members.
14. Principle 6 of the SRA Principles 2011 requires solicitors to behave in a way that maintains the trust the public places in them and in the provision of legal services.

15. The test for dishonesty is that stated by the Supreme Court in Ivey v Genting Casinos [2017] UKSC 67, which applies to all forms of legal proceedings, namely that the person has acted dishonestly by the ordinary standards of reasonable and honest people:

“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 knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the fact-finder 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.”

Factual Background

16. Mr Abbas was admitted to the Roll of Solicitors on 1 April 2014. He was employed by Chauhan Solicitors Limited from 1 April 2014 until 29 May 2020. He was also employed by Prime Law as a Consultant from 1 August 2017 to 29 October 2021.

The Applicant’s Case

17. Allegation 1

- 17.1 On 27 July 2017, Mr Javidan Ahmad was involved in a road traffic accident on St Albans Road, Ilford Essex.
- 17.2 He reported the accident to his insurers the same day. The driver of the other vehicle, a VW Golf SE07 NRV, gave his name as Mohammed Sohail (“Mr Sohail” also known as Sohail Anjum) [Note: Mr Sohail was referred to as Mr Anjum in the hearing and the judgment retains this nomenclature in subsequent paragraphs].
- 17.3 Mr Ahmad was subsequently contacted by his insurers seeking clarification of the details of the other driver, as they had received a claim from Prime Law Solicitors which stated that Mr Abbas was the driver of the vehicle. Mr Javidan Ahmad then forwarded evidence to his insurers, including photographic evidence, which showed that the driver of the VW Golf was, in fact, Mr Anjum and not Mr Abbas.
- 17.4 This evidence gathered by Mr Ahmad also showed that both Mr Abbas and Mr Anjum worked at Prime Law Solicitors (“the Firm”). Mr Ahmad later provided the SRA with a statement, which exhibited a copy of some of the evidence which he had provided to his insurers, and which confirmed the information which he had provided to his insurers.
- 17.5 On or around 28 July 2017, Mr Abbas instructed the Firm to represent him in a claim for personal injuries and losses he claimed to have suffered because of the road traffic accident on 27 July 2017.

- 17.6 On 28 July 2017 Mr Abbas signed a letter of authority and a client care letter instructing the Firm to act on his behalf to seek compensation for injuries, expenses and losses arising from the accident. He also signed a Conditional Fee Agreement with the Firm. The Client Care letter indicated that Mr Abbas' case would be handled by Mr Anjum under the supervision of Mr Faiz Ahmad, a solicitor at the Firm. Both Mr Anjum and Mr Faiz Ahmad denied any knowledge of or involvement with Mr Abbas' claim.
- 17.7 The Firm corresponded with Mr Javidan Ahmad's insurers and made a claim for damages arising out of the accident on 27 July 2017. The correspondence included the following:
- A Claim Notification dated 28 July 2017 naming Mr Abbas as the claimant in respect of the accident on 27 July 2017. This form stated, amongst other things, that the value of the claim was up to £10,000, that Mr Abbas had been the driver of the vehicle at the time of the accident, and that he had suffered whiplash and soft tissue injuries in the accident.
 - An email dated 3 August 2017 enclosing a vehicle engineer report dated 3 August 2017 for damage to Mr Abbas' car. This was subsequently resent to the insurers on 25 August 2017.
- 17.8 On 18 August 2017 and again on 13 September 2017, Mr Javidan Ahmad's insurers wrote to the Firm stating that they did not believe their insured was responsible for the collision. Due to the discrepancies between both parties' accounts, it requested a statement from Mr Abbas, a diagram of the accident scene, and any other evidence relied upon, as well as an update on Mr Abbas' injuries.
- 17.9 The Firm responded to the letter of 13 September 2017 by email dated 4 October 2017, enclosing Mr Abbas' witness statement of 27 September 2017. That email stated that Mr Abbas rejected Mr Ahmad's version of events and maintained that it was Mr Ahmad who caused the accident. It urged the insurers to settle the matter. The Firm sent a further email dated 5 March 2018 enclosing the medical report of Mr Habib Qazi and an invoice for physiotherapy treatment.
- 17.10 A further email from the Firm dated 7 March 2018 rejected Mr Ahmad's version of the circumstances of the accident and enclosed references to photographs of the scene and an invoice for physiotherapy sessions.
- 17.11 Mr Ahmad's insurers wrote to the Firm on 3 April 2018 requesting a further witness statement from Mr Abbas, supported by a statement of truth, covering further outstanding questions about the incident. On 5 April 2018, the Firm wrote to Mr Abbas stating:

"Having considered all of the available evidence in this matter and as a result of your lack of cooperation, we have come to the conclusion that we are unable to proceed with your claim... We can confirm that we have now closed your file."

17.12 The claim was not pursued further.

17.13 The matter was reported to the Applicant by the Insurance Fraud Bureau. On 18 March 2020, the Applicant wrote to Mr Abbas seeking the following information:

- Who was driving the vehicle registration SE07 NRV on 27 July 2017 at the time of the accident;
- What time did the accident take place;
- To whom did the telephone number given to Mr Javidan Ahmad at the scene of the accident belong; What was the relationship between Mr Abbas and Mr Anjum.

17.14 Mr Abbas replied on the same date as follows:

- The driver was Mr Anjum;
- He was told the accident took place around 15:00 hours;
- The telephone number belonged to Mr Anjum;
- Mr Anjum *“is a work colleague and was a friend”*

17.15 He added *“I apologise to [Mr Javidan Ahmad] and am sorry for my poor decision making on my part”*.

17.16 The Applicant asked him to clarify if, in stating this, he admitted that he had falsely submitted a personal injury claim in his name when the only person in the car at the time of the accident was Mr Anjum, and Mr Abbas replied on 24 March 2020: *“Unfortunately, yes I was naïve to send a pre-action protocol”*

17.17 On 22 April 2020, the Applicant sought further information from Mr Abbas. Mr Abbas replied on 6 May 2020 and confirmed the following:

- He became aware of the road accident the same day it occurred;
- He was told that it was Mr Javidan Ahmad’s fault as he was joining the main road from a side street and hit the vehicle being driven by Mr Anjum;
- He last had contact with Mr Anjum as a friend towards the end of January 2020. They had stopped speaking at a personal level since then; Mr Anjum had been working for the Firm as a paralegal when the accident claim was submitted;
- Mr Anjum proposed that Mr Abbas state that he [Mr Abbas] had been the driver. Mr Abbas had agreed to do this, and says it was an error of judgement. He stated *“The sole motivation was that it was borne out of stupidity. As far as I am aware, he was insured at that time as he had two vehicles at home which he was also driving regularly”*.

17.18 In response to a question asking how far he had taken the deception, Mr Abbas stated that *“a pre-action protocol was sent followed by disclosures”*.

17.19 The Applicant sought further information on 28 May 2020 from Mr Abbas, and on 11 June 2020 Mr Abbas confirmed the following:

- The person named “Istkhar” on correspondence with Mr Ahmad’s insurers was a solicitor. The email address info@primelawsolicitors.co.uk was being used by Mr Anjum;
- In response to the Applicant’s question *“At the time the claim was submitted was anyone in the firm, other than Mr Anjum, aware that this was a fraudulent claim?”* Mr Abbas confirmed that only he and Mr Anjum were aware the claim was fraudulent;
- The Firm had been informed of the Applicant’s investigation. Mr Abbas was a self-employed consultant and had been asked not to take on any new matters.

17.20 On 1 April 2021, the Applicant wrote to Mr Anjum in the course of its investigation. Mr Anjum responded on 30 April 2021 and stated the following:

- On 27 July 2017, he had been driving vehicle registration SE07 NRV. Mr Abbas was a colleague and friend of his;
- He did not propose that Mr Abbas stated that he, Mr Abbas, was the driver. He could not explain why Mr Abbas had said that he did;
- Mr Anjum had borrowed Mr Abbas’ car. He, Mr Anjum, was under the impression that he had fully comprehensive insurance which enabled him to drive any car which was insured by the owner/keeper;
- He had left the Firm in October 2019 and had not had any contact with Mr Abbas since March 2020;
- Mr Faiz Ahmad was not aware of the accident;
- He, Mr Anjum, did not take part in any deception.

17.21 In a further email of 11 May 2021, Mr Anjum added that he had never acted for Mr Abbas in his personal injury claim, and had no knowledge of the creation of the client care letter. He did report the accident to Mr Abbas on the day it happened, as Mr Abbas was the owner of the car.

17.22 Mr Anjum provided a witness statement dated 28 June 2022 in which he confirmed the following:

- After the accident he came out of his vehicle and exchanged details with the third party;

- He informed Mr Abbas about the accident on the same date it happened, 27 July 2017, and forwarded him the details of the third party;
- He had seen the Client Care Letter addressed to Mr Abbas which appeared to have been drafted by him. He had never seen this letter until it was disclosed to him; he did not draft this letter;
- He did not recall discussing the accident with Mr Abbas after he reported it to him.

17.23 The Applicant also wrote to Mr Faiz Ahmad, a partner in the Firm, on 11 June 2021. He replied on 6 August 2021 confirming:

- That Mr Abbas and Mr Anjum both worked under his supervision at the Firm;
- He, Mr Ahmad, was not aware of the personal injury/ road traffic accident case, or the opening of the file in his office. He came to know about it only when the Applicant contacted him. He investigated the matter and found that the file had been opened without his knowledge;
- He had now sold his practice and was currently residing in Pakistan.

17.24 Mr Safdar Ali, the current Director, Solicitor and Compliance Officer for Legal Practice (“COLP”) at the Firm took over from Mr Faiz Ahmad in February 2019. He provided a witness statement dated 1 July 2022 confirming the following:

- The file reference number “1617/PI/FA/Abbas” located on correspondence from the Firm is an identification reference given to Mr Abbas’ file in his personal injury claim arising from the road traffic accident which occurred on 27 July 2017.
- The “letters” used in the reference are understood to denote the initials of the caseworker, a brief description of the nature of the matter and either the first name or the last name of the client.
- The reference number 1617/PI/FA/Abbas meant PI: for Personal Injury matters, FA: the File Handler or the person referring the matter, and Abbas: the client’s first or last name.

Breach of Principle 2

17.25 Mr Edwards for the Applicant said that Mr Abbas instructed the Firm to issue and pursue a claim for damages against Mr Javidan Ahmad which he knew was not justified and was based on false information. Mr Abbas claimed to be the driver of a car involved in an accident on 27 July 2017 and to have suffered personal injuries. Neither of those things was true.

17.26 He signed a Letter of Authority, Client Care Letter and Conditional Fee Agreement in respect of the pursuit of the claim. He approved the issue of the Claim Notification and further correspondence to Mr Javidan Ahmad’s insurers in pursuit of that claim.

He persisted in pursuing the claim even after Mr Ahmad's insurers wrote to the Firm on 18 August and 13 September 2017 confirming that Mr Abbas' account of the accident was disputed.

- 17.27 Mr Abbas had, in his responses to the Applicant's investigation, admitted that he knew the claim was fraudulent and was based on false information. A solicitor acting with integrity would not instruct and approve the issue and pursuit of a claim for damages which he knew to be false, either for a client or, in this case, for his own financial benefit. Principle 2 was therefore breached.

Breach of Principle 6

- 17.28 It was said that the public's trust in Mr Abbas and in solicitors generally would be seriously diminished by a solicitor who issues and pursues a claim for damages which he knows to be false. Principle 6 was therefore breached.

Dishonesty

- 17.29 Mr Abbas was dishonest in accordance with the test laid down in *Ivey*. He knew that he was not the driver of the vehicle involved in the collision with Mr Javidan Ahmad on 27 July 2017. He knew that he was not present and had not suffered personal injuries in that accident. He pursued a claim for damages over a period of more than 8 months and persisted with it even after Mr Javidan Ahmad's insurers indicated that Mr Abbas' account was disputed. He did so for personal gain, seeking financial damages to which he was not entitled.
- 17.30 Ordinary decent people would regard the conduct described above to be dishonest.

18. *Allegation 2*

- 18.1 On 27 September 2017, Mr Abbas signed a witness statement in support of his claim against Mr Javidan Ahmad. The statement began by stating: *The contents of my statement are accurate and derive from my own knowledge; where the contents are not from my own knowledge, I have specified where the information came from.*
- 18.2 The statement was in connection with the road traffic accident on 27 July 2017. In it Mr Abbas stated the following: *"At the time of the accident I was driving my Volkswagen Golf registration SE07 NRV. ...The [other] driver was [Mr Javidan Ahmad] which I became aware of when we exchanged details; ...I was wearing [a] seatbelt at the time...I was correctly proceeding along the... A118"*
- 18.3 Apart from the statement that Mr Javidan Ahmad was the other driver, none of this was true and Mr Abbas knew it was not true. The statement was sent to Mr Javidan Ahmad's insurers by the Firm on 4 October 2017 as confirmation by Mr Abbas that it set out a true version of events.

Breach of Principle 2

- 18.4 Mr Abbas signed a witness statement dated 27 September 2017 which he knew to be untrue in material respects in support of a claim for damages which he knew to be

unfounded. That witness statement contained a statement of truth. He did so even after receipt of correspondence from Mr Javidan Ahmad's insurers advising that there were discrepancies between Mr Abbas' and Mr Javidan Ahmad's versions of events in respect of the road traffic accident on 27 July 2017.

- 18.5 A solicitor acting with integrity would not have signed a witness statement bearing a Statement of truth, knowing it to be untrue. Principle 2 was therefore breached.

Breach of Principle 6

- 18.6 The public's trust in Mr Abbas and in solicitors generally would be seriously diminished by a solicitor who signs a witness statement containing a statement of truth when he knew it contained false information. Principle 6 was therefore breached.

Dishonesty

- 18.7 Mr Abbas' conduct in signing that witness statement and its statement of truth was also dishonest in accordance with the test set out in Ivey.

19. Allegation 3

- 19.1 On 27 October 2017, a medical report was prepared by Mr Qazi in respect of Mr Abbas and the injuries he purportedly sustained on 27 July 2017. This report was sent by the Firm to Mr Javidan Ahmad's insurers in support of Mr Abbas' claim. The report indicated that Mr Qazi examined Mr Abbas on 27 October 2017. It also stated: *"Mr Abbas informs me that he was involved in a road traffic accident. The accident occurred on the afternoon of 27/07/2017...Mr Abbas was the driver of the car. He was wearing a seatbelt ... Mr Abbas was not able to brace himself before the accident. He was looking straight ahead at the time of the impact. He was jolted to the left then the right"*.

- 19.2 None of this was true and Mr Abbas knew it was not true. On 30 October 2017, Mr Abbas signed a document with the title *'Medical Report Engineer Report'* [sic] which stated: *"I Farrukh Abbas ... hereby confirm that I have received a copy of medical report and I agree with the contents of the report and agree to its disclosure"* (sic.)

- 19.3 In fact, and as Mr Abbas knew, that medical report was untrue in several material respects including that it stated:

- Mr Abbas was involved in a road traffic accident on 27 July 2017;
- He was the driver of one of the cars involved;
- Mr Abbas suffered injuries in the accident;
- The detail of the injuries and symptoms which Mr Abbas experienced as a result of the accident;
- The consequential effects on Mr Abbas of the accident.

- 19.4 On 5 March 2018, the Firm sent an email to Mr Javidan Ahmad's Insurers enclosing an invoice for physiotherapy treatment totalling £810 which it sought to recover. Mr Abbas did not require any physiotherapy as a result of the accident on 27 July 2017, as he was not involved in it, and he was not entitled to recover the cost of that treatment from Mr Javidan Ahmad or any other party.

Breach of Principle 2

- 19.5 Mr Abbas provided false information and untrue instructions to a medical expert for the provision of a report in support of his claim. He signed a document which declared that he agreed the contents of that medical report when he knew it to be untrue.
- 19.6 A solicitor acting with integrity would not have done this. Principle 2 was therefore breached.

Breach of Principle 6

- 19.7 Further, the public's trust in Mr Abbas and in solicitors generally would be seriously diminished by a solicitor who provides false information and untrue instructions to a medical expert in relation to a medical report in support of a claim which he knows to be fraudulent, and who signs a document approving the contents of a medical report which he knows to be untrue. Principle 6 was therefore breached.

Dishonesty

- 19.8 Mr Abbas' conduct in attending a medical expert appointment, and providing misleading information to the medical examiner, and signing a document to confirm that the information within the medico-legal report was true, in the circumstances described, was also dishonest in accordance with the test set out in Ivey.
- 19.9 Mr Edwards said that on 12 January 2022, the Applicant issued a Notice recommending referral to the Tribunal. Mr Abbas provided a response on 28 February in which he stated:

"Briefly, I have tried to be as forthcoming and contrite as possible in the investigation process. I tried to show genuine insight into my failing ... I have confirmed from the first email that the motivation for the misconduct was borne out of stupidity and poor decision. I apologised to the other party ... indirectly through the Investigation."

- 19.10 Mr Anjum affirmed and gave evidence for the Applicant. He said that he had borrowed Mr Abbas' car on the date of the accident. He had been under the impression that he, Mr Anjum, had had comprehensive insurance which permitted him to drive any car, which was insured by its owner/keeper. After the accident he discovered his own vehicle insurance had not automatically renewed, as he thought it had, and that he had therefore not been insured under his own policy on the day of the accident.

- 19.11 Following the accident, he reported the matter to Mr Abbas and gave him the details of the third party. He also gave Mr Abbas photographs he had taken at the scene.
- 19.12 In evidence Mr Anjum rejected the contention that it had been his idea to make the claim in Mr Abbas' name, and as far as he was concerned this was a matter which Mr Abbas had instigated and pursued alone.
- 19.13 Mr Anjum denied that he had been the one who had sent the Client Care Letter addressed to Mr Abbas, and said he had no knowledge of the claim; as far as he could recall he did not discuss the matter again with Mr Anjum once he had reported the accident to him.
- 19.14 In cross-examination by Mr Malik, Mr Anjum denied that it was his idea to lodge a false claim, given his greater experience in personal injury matters, and he denied that he had attempted to apply pressure on Mr Abbas when Mr Abbas had wanted to end his involvement in the dishonest venture.
- 19.15 It was put to him in terms, and denied by Mr Anjum, that as a person who earned his income through commission, he had a financial interest in instigating the claim and pursuing it to completion; he stood to gain financially with little risk to himself. Mr Anjum denied that he had taken advantage of Mr Abbas' lack of experience and his personal circumstances at the time. He maintained a denial of any knowledge of the claim.
- 19.16 Mr Anjum said that he did not have direct access to the info@primelaw e-mail account; rather his supervisor would control this inbox and forward him only those e-mails which concerned the cases Mr Anjum was working on. Therefore, he would not have been able to use this email account to perpetrate the fraud without it being obvious to his supervisor that the file existed.

20. Mr Abbas' Case

- 20.1 In general terms Mr Abbas admitted the matters set out in Allegations 1, 2 and 3, including dishonesty.
- 20.2 His main area of practice at Prime Law Solicitors was immigration law. He had also worked on a few simple family law cases, as well as a few personal injury cases, however, his overall knowledge of personal injury claims had been limited; on those occasions where he did work on such claims, he often sought advice from Mr Anjum, who also worked at Prime Law Solicitors as a personal injury claims case worker.
- 20.3 Mr Anjum worked under the supervision of the principal of the firm at the time, namely Mr Faiz Ahmed. Although Mr Anjum was not, to the best of Mr Abbas' knowledge, a qualified solicitor, he was very experienced in basic personal injury claims, and he had more knowledge of such claims than Mr Abbas.
- 20.4 On the day of the road traffic collision on 27 July 2017, Mr Anjum had borrowed Mr Abbas' car so he could travel to a formal lunch which he wanted to attend. Sometime after lunch, Mr Anjum returned and told Mr Abbas that he had been

involved in a road traffic collision. Mr Anjum suggested to him that they should lodge a personal injury claim in Mr Abbas' name.

20.5 Mr Abbas admitted that this was a dishonest enterprise from the outset. The benefit to him would be that, if the claim had been successful, he would gain a sum of money in the form of damages to which he was not entitled. The benefit to Mr Anjum would be that Prime Law Solicitors would be entitled to a share of the damages and have its own costs paid, and Mr Anjum as a caseworker would benefit from that in accordance with the remuneration agreement he had with the firm.

20.6 Mr Abbas went along with Mr Anjum's suggestion.

20.7 Allegation 1

20.7.1 Mr Abbas admitted this allegation in its entirety, save he asserted that the relevant period was 28 July 2017 to 03 April 2017. For the avoidance of doubt, he also admitted the factual element of the allegation (subject to matters set out in his evidence below) and that the admitted facts amounted to a breach of both Principles 2 and 6 of the Principles 2011.

20.8 Allegation 2

20.8.1 Mr Abbas admitted this allegation in its entirety. He admitted the factual element of the allegation (subject to matters set out in his evidence below) and furthermore accepted that the admitted facts amounted to a breach of both Principles 2 and 6 of the Principles 2011.

20.9 Allegation 3

20.9.1 Mr Abbas admitted this allegation in its entirety. He admitted the factual element of the allegation (subject to matters set out in his evidence below) and that the accepted facts amounted to a breach of both Principles 2 and 6 of the Principles 2011.

20.10 Dishonesty

20.10.1 Mr Abbas admitted that his actions were dishonest in relation to allegations 1, 2 and 3 above.

20.11 Mr Abbas affirmed and gave evidence. Whilst Mr Abbas accepted the allegations, he gave evidence in relation to matters of fact which he disputed, and which he considered should be taken into consideration.

20.12 He had been employed as a consultant for both Chauhan Solicitors Limited and Prime Law Solicitors Limited, however, he only worked for Prime Law Solicitors Ltd (in the relevant period).

20.13 He did not accept that Mr Anjum had had no knowledge of the claim; it was Mr Anjum's idea to submit a false personal injury claim through the firm (Prime Law Solicitors) and he foolishly acquiesced to that suggestion up to 3 April 2018 when he ended his involvement in it.

- 20.14 He told Mr Anjum on 3 April 2018 that he no longer wished to pursue the claim, and he did not accept that Mr Anjum's assertions about this were correct or true. In his view Mr Anjum had had full knowledge of the claim by Mr Abbas, because Mr Anjum had instigated it.
- 20.15 He said that there were 6-7 people working at the firm at the time. The principal was Mr Faiz Ahmed, who was a solicitor. There were two other solicitors, namely Mr Mohammed Istkhar and himself.
- 20.16 Mr Anjum was a caseworker, alongside a Mr Imran Auranzeb, however Mr Auranzeb left the practice in the summer of 2017. Mr Anjum worked at the Firm approximately 20-30 hours a week. There were also two administrative support staff.
- 20.17 Incoming mail was received using the e-mail address info@primelawsolicitors.co.uk. The people who had access to this e-mail address were Mr Faiz Ahmed, Mr Anjum and Mr Abbas. Mr Istkhar also had limited access.
- 20.18 Mr Abbas and Mr Ahmed also had individual work e-mail addresses, whereas Mr Anjum did not.
- 20.19 The claim that was submitted to the other driver's insurer, Admiral, was handled by Mr Anjum. Mr Anjum sent and received most of the communications, although two such communications were sent by Mr Abbas.
- 20.20 The claim was commenced on 28 July 2017 by Mr Anjum, and on 27 September 2017, Mr Abbas signed a witness statement in relation to the claim. He acknowledged that he should not have signed this statement because he knew that its contents were false in that he had never been involved in the road traffic collision on 27 July 2017.
- 20.21 Mr Abbas went to visit Mr Habib Qazi on 27 October 2017. The information about the case was provided to Mr Qazi in advance, by Prime Law Solicitors. Mr Qazi asked various questions in a standard format, which Mr Abbas answered.
- 20.22 Mr Abbas later signed a document to confirm that he agreed with the contents of the medical report prepared by Mr Qazi. He accepted that he should not have attended the medical appointment, and answered the questions untruthfully, or signed off the medical report, because he had not been involved in the road traffic collision on 27 July 2017 and had not suffered any injuries.
- 20.23 On 3 April 2018, the firm received the last of a series of letters from Admiral insurance. This letter was sent to the info@primelawsolicitors.co.uk address and was received by Mr Anjum. Mr Anjum discussed the matter with him. Mr Anjum told him that Admiral had requested a photo ID from him. At that point, he told Mr Anjum that he no longer wished to continue with the claim. Mr Anjum replied that Admiral's request was not a big issue, and that they should continue with the claim.

- 20.24 Mr Abbas maintained that he did not want to continue the claim. Thereafter, Mr Anjum sent e-mail correspondence in relation to the claim to Mr Abbas, for the first-time using Mr Abbas' personal e-mail address. Mr Abbas said that he believed Mr Anjum did so to pressurise him into continuing with the claim.
- 20.25 The claim had continued for 9 months and Mr Abbas said that he should never have allowed the claim to commence, or allowed it to go on for so long. There came a point by early 2018 where Mr Abbas said that he had reflected on his behaviour and he wanted to withdraw the claim, but he did not have the courage to do so. In the end result, he did not gain anything financially from the claim.
- 20.26 Mr Abbas said that at the material time he had been going through a very difficult period in his personal life.
- 20.27 On 23 June 2017, his wife had given birth to their son. The pregnancy had been very difficult in that his wife had suffered from multiple pregnancy-related conditions.
- 20.28 In the months before and after their son's birth, he would dedicate about 2-3 hours a day to caring for his wife, and he would often come into the office in the afternoon as opposed to the morning, so he could look after her. He said that he did not have a support network of family or friends around to help.
- 20.29 His financial situation at that time was not good, and he was only making about £19,000 per year as a self-employed consultant. He was not able to work more because of his wife's health condition. His decision making was affected. He was sleep deprived, stressed, and in a poor state financially.

Closing

- 20.30 In closing Mr Malik said that, whilst Mr Abbas had made full and frank admissions, he could not admit to things he had not done.
- 20.31 Mr Abbas had disputed certain factual aspects of the case and, to that extent, the hearing had borne the characteristics of a *Newton Hearing* [R v Newton [1983] Crim LR 198] in which the Tribunal would hear from the parties to determine whether in its view the disputed evidence would materially affect its sanction. If not, the Tribunal would then proceed to determine sanction on the Respondent's version of events. Where the dispute was such that it would materially affect sanction the Tribunal would decide, having heard all the evidence, the factual basis upon which sanction would be based.
- 20.32 Mr Malik said that whilst Mr Abbas had acquiesced in the fraud, he had not been its instigator and, although he was a solicitor, he did not have Mr Anjum's practical experience in the field, without which the claim would not have been made and pursued.
- 20.33 Mr Anjum accepted in evidence that his insurance had not been extant on the day of the accident, and this had given Mr Anjum a solid reason to put the idea to Mr Abbas. The details of the accident stated on the claim form were so precise that they could

have only been provided by Mr Anjum. While this did not absolve Mr Abbas, it demonstrated that he was not the sole driving force behind the enterprise.

21. The Tribunal's Findings

21.1 The Tribunal found the allegations proved in full to the requisite standard, namely on the balance of probabilities, and it was satisfied to the same standard that Mr Abbas' admissions to all the allegations and breaches of the Principles, including dishonesty, were properly made.

21.2 The Tribunal therefore found proved breaches of:

- Principle 2 of the Principles on allegations 1, 2 and 3;
- Principle 6 of the Principles on allegations 1, 2 and 3; and
- Dishonesty on allegations 1, 2 and 3.

21.3 Applying the test in Ivey with respect to dishonesty, the Tribunal found that Mr Abbas had known the claim was fraudulent from its inception and he had made a false statement to the third party's insurers. He had also attended medical appointments and feigned injuries in furtherance of the false claim. In the circumstances known to Mr Abbas, ordinary decent members of the public would consider this conduct to have been dishonest.

21.4 As to the matters in dispute, the Tribunal found that there was some evidence of Mr Anjum's involvement from which an element of joint venture between Mr Abbas and Mr Anjum could be inferred.

21.5 In reaching this view the Tribunal had regard to the evidence relating to Mr Anjum's insurance not being operative on the day of the accident, and his reluctance to identify that fact, which may have given him a reason to propose the plan to Mr Abbas. It may also have been the case that, in going along with this suggestion, Mr Abbas placed store on Mr Anjum's greater knowledge of personal injury claims in which he was the more experienced of the two. Further, Mr Anjum's evidence relating his access to the info@primelaw e-mail account was not persuasive. Both Mr Abbas' and Mr Anjum's fee earner initials appeared on some, but not all, of the correspondence generated by the Firm. But so did the initials of other fee earners who appeared to have had nothing to do with the matter. It seemed that the creator of the correspondence was trying to disguise who was actually dealing with the matter. It was not possible to determine exactly the extent to which either Mr Anjum or Mr Abbas were the creators of the correspondence on Mr Abbas' file. Despite Mr Abbas producing a schedule in which he identified the creator of each document, neither witness struck the Tribunal as honest in giving their evidence.

21.6 Having made a finding regarding the element of joint venture the Tribunal would go on to assess the weight it should give this finding when it came to determining sanction.

Previous Disciplinary Matters

22. There were no previous findings.

Mitigation

23. Mr Malik said that Mr Abbas apologised unreservedly to the Tribunal, the Applicant and the profession for his short comings, mistakes and failings which caused the allegations raised against him by the Applicant.
24. His behaviour had been foolish, and it had put him in a position where his ability to practise as a solicitor could be ended either for a significant period or permanently. He was deeply remorseful and devastated about his past behaviour, and the prospect of losing his professional status and livelihood.
25. Mr Malik referred to the personal difficulties experienced by Mr Abbas at the material time (set out in his evidence).
26. As the Tribunal had accepted that Mr Anjum was involved in some part in the fraud, then the Tribunal should accept Mr Abbas' account of what had taken place.
27. At a time when Mr Abbas' decision making was impaired by his personal problems, he had been '*led by the nose*' by Mr Anjum into the misconduct which, objectively viewed, had been a '*ham fisted*', ill thought out, and unsophisticated fraud which had been bound to unravel under critical scrutiny.
28. Mr Malik referred the Tribunal to the latest edition of its Sanctions Guidance and he went through the relevant issues which required attention to determine seriousness, culpability, and harm.
29. Mr Malik said that the motivation for the misconduct had been a financial one. There had been an element of spontaneity in the making of the initial decision to go along with the fraud, however, thereafter Mr Abbas had been involved in pursuing the claim for 9 months.
30. Whilst there had been no breach of trust *per se*, Mr Abbas had abused the trust placed in him by the Firm which he had used as a vehicle to carry out the fraud.
31. With regard to control and responsibility, Mr Malik said Mr Abbas shared this with Mr Anjum. However, he accepted that this did not exonerate Mr Abbas, who ought to have known better, and he should not have succumbed to another's influence. Mr Malik submitted, nevertheless, that the involvement of Mr Anjum reduced Mr Abbas' culpability in circumstances where Mr Anjum had greater experience than Mr Abbas.
32. Mr Malik questioned why no action had been taken by the Applicant against Mr Anjum (an indirectly regulated individual) and/or the Firm and its principals who, at the least, supervised Mr Abbas and Mr Anjum poorly, and therefore they too shared some culpability by having inadequate systems in place to spot and prevent such mischief.
33. Mr Abbas had not misled the Regulator in its investigation, and he had made early admissions, albeit he could have been more expansive in his explanations.

34. It was accepted that there was harm to the profession, as the public would take a dim view of Mr Abbas' actions albeit, he received no financial gain, and there was no loss to the insurer, save for its costs and time in investigating the matter.
35. With respect to aggravating factors, although Mr Abbas' actions had been capable of amounting to a criminal offence, he had not been charged with one. He had not taken advantage of a vulnerable person, and the misconduct had not been generated by hostility or accompanied by violence or bullying. There had been no concealment of wrongdoing on Mr Abbas' part.
36. The misconduct, however, had not been of short or fleeting duration as it had lasted 9 months. That said, it had not been repeated and it should be seen as one continuing episode.
37. Mr Abbas had not sought to blame anyone save for Mr Anjum, who he maintained had been the persuasive force throughout. Mr Malik accepted that Mr Abbas knew or ought reasonably to have known that the conduct complained of was in material breach of his obligations to protect the public and the reputation of the legal profession.
38. With respect to mitigating factors Mr Malik asked the Tribunal to bear in mind Mr Abbas' hitherto unblemished disciplinary record, and for the Tribunal to recognise that, while he may not have been coerced by Mr Anjum into the misconduct, he had been subject to an unhealthy influence exerted upon him by Mr Anjum. However, Mr Abbas had stopped the misconduct of his own accord, and he had had '*a moral awakening*' at the point when he was asked to provide photographic identification.
39. Mr Malik said that, while this was no doubt a serious case, the matters identified in mitigation amounted in totality to exceptional circumstances such as would enable the Tribunal to consider a lesser sanction than strike off in a case where dishonesty and lack of integrity had been admitted.
40. Mr Malik asked the Tribunal to consider the impact upon Mr Abbas of the loss of his profession and livelihood, and the consequences this would have upon Mr Abbas' family.
41. Mr Malik asked the Tribunal for clemency on Mr Abbas' behalf. He accepted that if the Tribunal decided not to strike him off then that decision would have been made by '*a razor thin margin*' and he urged the Tribunal to suspend Mr Abbas instead. He recognised that a suspension was, realistically, the minimum sanction that the Tribunal would impose for misconduct including lack of integrity and dishonesty.
42. In conclusion Mr Malik accepted that Mr Abbas' behaviour had been completely unacceptable, and he asked the Tribunal to give weight to his unblemished record, his remorse, and his mitigation which warranted a suspension as opposed to a strike-off.

Sanction

43. The Tribunal considered the Guidance Note on Sanction (10th Edition June 2022) ("the Sanctions Guidance"). The Tribunal noted the full exposition by Mr Malik of

seriousness, culpability, and harm together with the aggravating and mitigating factors which had been put in a fair and balanced way.

44. The Tribunal adopted much of Mr Malik's reasoning, but it did not accept his submissions on exceptional circumstances and sanction in a case where the level of seriousness was high. It could not be viewed in any other way given the admitted allegations of lack of integrity and dishonesty, financial motivation and the duration of the misconduct, to name but some of the factors. Nor did the Tribunal accept the entirety of the submissions as to Mr Abbas' insight. Whilst he had made early, albeit guarded, admissions as to his misconduct when first challenged by the Applicant, he had sought to play down the seriousness of his misconduct, including advocating that no disciplinary action against him was warranted. This suggested that he did not recognise the seriousness of what he had done.
45. The involvement of Mr Anjum in the enterprise did not displace Mr Abbas' high culpability, as he had taken a knowing and full role in the matters giving rise to the misconduct.
46. In assessing harm, the Tribunal noted that, while there had been no serious harm to any individual, save for Mr Javidan Ahmad, the damage to the reputation of the profession was very high as Mr Abbas' conduct would inevitably discredit the profession in the eyes of the public.
47. The public would expect a solicitor to act honestly, with integrity and to uphold public trust in the profession. The trust the public placed in the profession was shattered when a solicitor engaged in such behaviour, and in the pursuit of personal and unwarranted gain.
48. 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 harm.
49. Mr Abbas was found to have been dishonest. The element of dishonesty was therefore an aggravating factor. Coulson J in Solicitors Regulation Authority v Sharma [2010] EWHC 2022 Admin observed:

“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”.”

50. Also:

“A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances” confined to *“...a small residual category where striking off will be a disproportionate sentence in all the circumstances ...”*.

51. The Tribunal did not consider there were exceptional circumstances present in Mr Abbas' case such that a lesser sanction was warranted.

52. The nature, scope and extent of the dishonesty was such that the matters raised by Mr Malik in mitigation did nothing to lessen these factors. This had not been a momentary lapse, and Mr Abbas had not acted in blind panic. The dishonest misconduct had taken place over a 9-month period and was pursued actively by Mr Abbas, wherein he attended a medical examination and physiotherapy sessions in which he feigned symptoms of whiplash and other problems he contended had been suffered in the accident.
53. Other than the fact of the accident, nothing subsequently said by Mr Abbas in pursuit of the claim was true. The claim had been submitted in the expectation of personal and unmerited financial reward, without any concern for the effect of this on Mr Javidan Ahmad or his insurers.
54. Following the guidance given in SRA v James et al [2018] EWHC 3058 (Admin) the Tribunal considered that where dishonesty has been found, mental health issues, specifically stress and depression suffered by the solicitor because of work conditions or other matters, were unlikely without more to amount to exceptional circumstances.
55. The Tribunal noted that Mr Malik referred to Mr Abbas experiencing difficult family circumstances at the material time. However, the Tribunal had not been directed to any medical evidence to substantiate the impact this would have had upon his work and upon his decision-making capability, other than assertion as to its supposed impact.
56. The protection of the public and public confidence in the profession and the reputation of the profession required no lesser sanction than that Mr Abbas be removed from the Roll.

Costs

57. Mr Edwards said the quantum of costs claimed by the Applicant was in the sum of £23,925.00.
58. He said that the proceedings had been correctly brought by the Applicant, and it was right that it should recover its costs of doing so. The hours claimed by the Applicant were not excessive, and were reasonable and proportionate in the circumstances of the case.
59. The central feature of the case had been one of dishonesty and, whilst there had been admissions made by Mr Abbas, it had been especially important for the Applicant to have thoroughly prepared its case at the investigatory stage and presented it with similar thoroughness.
60. The hearing had been listed for 3 days but had in the event lasted 1 ½ days, and Mr Edwards conceded that there could be a reduction in the costs sought by the Applicant. While this was a fixed fee case, the notional hourly rate equated to about £119 per hour which was not excessive in the circumstances.

61. Mr Malik said in reply that the costs claimed by the Applicant were excessive given that Mr Abbas had made admissions at the outset, and the whole case could have been determined in less than a day had not the Applicant chosen to call Mr Anjum. Mr Malik said that effectively the Tribunal had not accepted Mr Anjum's evidence, and the Applicant had lost on the only disputed matter – the issue of whether this was a joint venture. It would therefore be wrong to require the Respondent to pay the Applicant's costs.
62. Mr Malik referred the Tribunal to Mr Abbas' statement of means and supporting evidence of his financial position. He had an aged mother, a wife and 2 young children to support.
63. The evidence showed that Mr Abbas had residual earnings from Prime Law in the sum of £1,735 and that he had not worked since leaving the firm. Mr Abbas relied almost entirely on the earnings of his wife who had an income of £950 per month from her job, and upon Universal and Child benefit which totalled about £1654 per month. Mr Abbas had no savings. He could not afford any costs order.

The Tribunal's Decision on Costs

64. Having listened with care to the submissions made by Mr Edwards and Mr Malik in relation to costs, the Tribunal considered that it was able to summarily assess costs and to consider whether they were reasonable and proportionate in all the circumstances of this case. The Tribunal had heard the case and it was appropriate for the Tribunal to determine the liability for costs and the quantum of any costs it ordered to be paid.
65. The Tribunal was aware that it had a wide discretion as to costs and that by rule 43(4) of the Solicitors (Disciplinary Proceedings) Rules 2019, the Tribunal had first to decide whether to make an order for costs. When deciding whether to make an order, the Tribunal had also to consider all relevant matters.
66. The Tribunal noted the following factors:
 - The substantive hearing had taken less time than anticipated: a day and a half instead of 3 days.
 - Mr Abbas had made full admissions at the hearing, and admitted matters at an early stage.
 - There had been dispute of fact between the parties which required the Tribunal to hear live evidence.
 - Mr Abbas' limited means.
67. The Tribunal found the case had been properly brought by the Applicant as it had raised serious issues involving integrity and dishonesty, and the public would expect the Applicant to have prepared its case with requisite thoroughness and, in this regard, it had properly discharged its duty to the public and the Tribunal. In principle therefore the Applicant was entitled to its costs.

68. However, Mr Abbas' means were limited, and as the Applicant had not questioned him as to his means or sought to challenge the evidence he had adduced with respect to them, the Tribunal was obliged to accept his evidence at face value.
69. Mr Abbas had limited and low value assets, negligible savings, and after all living expenses had been paid out he and his family had a surplus of only £86.78 per month.
70. In the proper exercise of its discretion the Tribunal considered that in the circumstances to make a costs order against Mr Abbas would be unjustifiably punitive. He did not have the means to pay it, it would likely never be satisfied, and would remain a burden upon him for many years. Therefore, the correct decision was to make no order for costs.

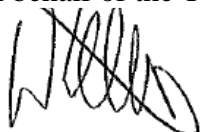
Statement of Full Order

71. The Tribunal Ordered that FARRUKH ABBAS, solicitor, be STRUCK OFF the Roll of Solicitors.

The Tribunal makes no order as to costs.

Dated this 3rd day of January 2023

On behalf of the Tribunal



W Ellerton
Chair

JUDGMENT FILED WITH THE LAW SOCIETY
03 JAN 2023