

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No.12372-2022

**BETWEEN:**

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

NEELASH MEHTA

Respondent

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Before:

Mr P Lewis (in the chair)

Mr E Nally

Mr C Childs

Date of Hearing: 19 – 21 June 2023

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**Appearances**

Andrew Bullock, barrister in the employ of the Solicitors Regulation Authority Ltd, The Cube, 199 Wharfside Street, Birmingham, B1 1RN for the Applicant.

David Barton, solicitor advocate of David Barton Solicitor Advocate Ltd, Flagstones, High Halden Road, Biddenden, Kent TN27 8JG for the Respondent.

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**JUDGMENT**

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## Allegations

1. The allegations made against Mr Mehta by the Solicitors Regulation Authority Limited (“SRA”) were that while in practice as a solicitor:

1.1 On 27 February 2016 he drove a motor vehicle after consuming so much alcohol that the proportion of it in his breath exceeded the prescribed limit, contrary to section 5(1)(a) of the Road Traffic Act 1988 and Schedule 2 to the Road Traffic Offenders Act 1988, and in doing so he breached Principle 6 of the SRA Principles 2011 (“the 2011 Principles”).

The SRA relied on the conviction for driving with excess alcohol dated 16 March 2016, as evidence that Mr Mehta was guilty of that offence and relied upon the findings of fact upon which that conviction was based as proof of those facts.

1.2 On 15 June 2018 he drove a motor vehicle after consuming so much alcohol that the proportion of it in his breath exceeded the prescribed limit, contrary to section 5(1)(a) of the Road Traffic Act 1988 and Schedule 2 to the Road Traffic Offenders Act 1988, and in doing so he breached Principle 6 of the 2011 Principles.

The SRA relied on the conviction for driving with excess alcohol dated 14 September 2018 as evidence that Mr Mehta was guilty of that offence and relied upon the findings of fact upon which the conviction was based as proof of those facts.

1.3 Between 10 October 2018 and 25 September 2019 he drove his motor vehicle on at least 4 occasions whilst disqualified from driving and in doing so he breached one or more of Principles 1, 2 and 6 of the 2011 Principles.

1.4 On at least two occasions on or around 11 August 2019 and 7 November 2019 he made declarations on expenses claim forms which he knew or ought to have known were false and in doing so he breached one or more of Principles 2 and 6 of the 2011 Principles.

1.5 Between June 2020 and August 2021 he misrepresented to Keystone Law Limited that he had not been:

1.5.1 convicted of a criminal offence; and/or

1.5.2 subject to disciplinary procedures or investigation by any former firm or employer; and/or

1.5.3 subject to investigation by the SRA,

and in doing so he breached one or more of Principles 2, 4 and 5 of the SRA Principles 2019 (“the 2019 Principles”) and/or Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs 2019 (“the Code”).

2. Allegation 1.4 was advanced on the basis that Mr Mehta’s conduct was dishonest. Dishonesty was alleged as an aggravating feature of his misconduct but was not an essential ingredient in proving the allegation.

## Executive Summary

3. Mr Mehta admitted allegations 1.1 – 1.3. The Tribunal found those matters proved and considered the admissions to have been properly made. The Tribunal’s findings can be accessed here:
  - Allegations [1.1 and 1.2](#)
  - Allegation [1.3](#)
4. Mr Mehta denied allegations 1.4 and 1.5. The Tribunal found both allegations proved, including that Mr Mehta’s conduct had been dishonest. The Tribunal’s reasoning can be accessed here:
  - Allegation [1.4](#)
  - Allegation [1.5](#)

## Sanction

5. The Tribunal found that given the seriousness of the misconduct, the only appropriate and proportionate sanction was to strike Mr Mehta off the Roll of Solicitors. The Tribunal did not find that there were any exceptional circumstances to justify a lesser sanction. The Tribunal’s reasoning on sanction can be accessed here:
  - [Sanction](#)

## Documents

6. The Tribunal reviewed all the documents submitted by the parties, which included (but was not limited to):
  - Rule 12 Statement and Exhibit RN1 dated 1 September 2022
  - Mr Mehta’s Answer dated 13 October 2022
  - Applicant’s Reply to the Answer dated 3 November 2022
  - Expert Reports of Ellen Radley (for the Applicant) and Karen Caramiello (for the Respondent)
  - Joint expert report dated 20 June 2023
  - Applicant’s Schedule of Costs dated 21 June 2023

## Factual Background

6. The Respondent, who was born in June 1971, was a solicitor having been admitted to the Roll on 15 March 2004.
7. Mr Mehta had a current Practising Certificate which was free from conditions.
8. During the period in which the conduct occurred, Mr Mehta worked at three different firms, specialising in construction law.

9. From 1 May 2011 to 8 June 2018 (when the conduct which is the subject of allegation 1.1 occurred) Mr Mehta was a Member of TLT LLP, a recognised body whose registered office is at 1 Redcliff Street, Bristol, BS1 6TP.
10. From 11 June 2018 to 14 May 2020 (when the conduct which is the subject of allegations 1.2, 1.3 and 1.4 occurred) Mr Mehta was a Member of Ashfords LLP a licensed body, whose registered office is at Ashford House, Grenadier Road, Exeter, EX1 3LH (“Ashfords”).
11. From 1 July 2020 to 31 August 2021 (when the conduct which is the subject of allegation 1.5 occurred) Mr Mehta was a Consultant at Keystone Law Limited, a licensed body, whose registered office is at 48 Chancery Lane, London, WC2A 1JF (“Keystone”).
12. Mr Mehta is not currently practising as a solicitor.

### **Witnesses**

13. The following witnesses provided statements and gave oral evidence:
  - Patrick Blake
  - Helen Reason
  - Neelash Mehta
14. The written and oral evidence of the witnesses is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case and made notes of the oral evidence. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear or consider that evidence.

### **Findings of Fact and Law**

15. The Applicant was required to prove the allegations 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 Mehta’s rights to a fair trial and to respect for his private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

### **Dishonesty**

16. The test for dishonesty was that set out in Ivey v Genting Casinos (UK) Ltd t/a Crockfords [2017] UKSC 67 at [74] as follows:

“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 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.”

17. When considering dishonesty, the Tribunal firstly established the actual state of Mr Mehta’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. It then considered whether that conduct was honest or dishonest by the standards of ordinary decent people.

### **Integrity**

18. The test for integrity was that set out in Wingate and Evans v SRA and SRA v Malins [2018] EWCA Civ 366, as per Jackson LJ:

“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 ... [Professionals] are required to live up to their own professional standards ... Integrity connotes adherence to the ethical standards of one’s own profession”.

19. **Allegation 1.1 - On 27 February 2016 he drove a motor vehicle after consuming so much alcohol that the proportion of it in his breath exceeded the prescribed limit, contrary to section 5(1)(a) of the Road Traffic Act 1988 and Schedule 2 to the Road Traffic Offenders Act 1988, and in doing so he breached Principle 6 of the 2011 Principles.**

**Allegation 1.2 - On 15 June 2018 he drove a motor vehicle after consuming so much alcohol that the proportion of it in his breath exceeded the prescribed limit, contrary to section 5(1)(a) of the Road Traffic Act 1988 and Schedule 2 to the Road Traffic Offenders Act 1988, and in doing so he breached Principle 6 of the 2011 Principles.**

### The Applicant’s Case

- 19.1 On 27 February 2016, Mr Mehta drove a motor vehicle after consuming so much alcohol that the proportion of it in his breath, namely 62 microgrammes of alcohol in 100 millilitres of breath, exceeded the prescribed limit.
- 19.2 On 16 March 2016, Mr Mehta pleaded guilty. He was disqualified from holding or obtaining a driving licence for 12 months, to be reduced by 3 months if by 15 October 2016 he satisfactorily completed a driving course approved by the Secretary of State. In addition, he was fined £461, ordered to pay a victim surcharge of £46 and costs of £85 to the Crown Prosecution Service (“CPS”).
- 19.3 On 16 June 2018, Mr Mehta drove a motor vehicle after consuming so much alcohol that the proportion of it in his breath, namely 72 microgrammes of alcohol in 100 millilitres of breath, exceeded the prescribed limit.

- 19.4 On 14 September 2018, Mr Mehta pleaded guilty. He was disqualified from holding or obtaining a driving licence for 40 months, to be reduced by 305 days if by 14 January 2021 he satisfactorily completed a driving course approved by the Secretary of State. Consequently, he was disqualified from driving until at least 15 March 2021, if he completed the prescribed driving course. In addition, he was fined £700, ordered to pay a surcharge to fund victim services of £70 and to pay costs of £350 to the CPS.
- 19.5 The SRA relied upon the convictions dated 16 March 2016 and 14 September 2018 as evidence that Mr Mehta was guilty of the offences. It further relied upon the findings of fact upon which those convictions were based as proof of those facts.
- 19.6 Mr Bullock submitted that the SRA's Guidance "Driving with excess alcohol convictions", made it clear that: "Driving with excess alcohol presents a serious risk of harm or death to individuals. Where a regulated individual has a conviction for an offence of this nature, this demonstrates conduct that would tend to diminish public trust and confidence in the profession."
- 19.7 Members of the public would not expect a solicitor to drive a vehicle when the level of alcohol in his system exceeded the legal limit, nor to be convicted of a criminal offence, given the important role solicitors play in the justice system. Accordingly, Mr Mehta's conduct served to undermine the public's trust in the profession in breach of Principle 6 of the 2011 Principles.
- 19.8 Mr Bullock submitted that whilst the conduct had occurred in Mr Mehta's private life, it was in breach of Principle 6 of the 2011 Principles as it touched on the standing of the profession and his practise of the profession. In Beckwith v Solicitors Regulation Authority [2020] EWHC 3231 (Admin) at [54] it was held that:
- "There can be no hard and fast rule that either regulation under the Handbook may never be directed to the regulated person's private life, or that any/every aspect of her private life is liable to scrutiny. But Principle 2 or Principle 6 [the predecessors to Principle 5 and 2 of the SRA Principles] may reach into private life only when conduct that is part of a person's private life realistically touches on her practise of the profession (Principle 2) or the standing of the profession (Principle 6). Any such conduct must be qualitatively relevant."
- 19.9 Mr Bullock submitted that the nature and the seriousness of the criminal convictions had a clear impact on Mr Mehta's practise as a solicitor. There was also a clear link between the commission of criminal offences by a solicitor and the resulting diminution of the trust and confidence the public had in the profession if such a solicitor was permitted to practise without sanction.

### The Respondent's Case

- 19.10 Mr Mehta admitted allegations 1.1 and 1.2.

### The Tribunal's Findings

- 19.11 The Tribunal found allegations 1.1 and 1.2 proved on the facts and evidence. The Tribunal found Mr Mehta's admissions to have been properly made.

20. **Allegation 1.3 - Between 10 October 2018 and 25 September 2019 he drove his motor vehicle on at least 4 occasions whilst disqualified from driving and in doing so he breached one or more of Principles 1, 2 and 6 of the 2011 Principles.**

The Applicant's Case

- 20.1 Mr Mehta knew that the Court had disqualified him from driving on 14 September 2018 for 40 months, meaning his period of disqualification would end on 14 January 2022. If he completed the prescribed driving course before 14 January 2021, his period of disqualification would be reduced such that the earliest his disqualification could end was 15 March 2021.
- 20.2 Section 103(1) of the Road Traffic Act 1988 provided: "A person is guilty of an offence if, while disqualified from holding or obtaining a licence, they drive a motor vehicle on the road".
- 20.3 Despite his disqualification Mr Mehta drove Mr Blake in his car on either 10 or 17 October 2018, just 1 month after the disqualification was imposed. He also drove Ms T in his car on 2 and 13 August 2019 and 25 September 2019 respectively. Those journeys were 11 and 12 months respectively after his disqualification.
- 20.4 Mr Bullock submitted that the SRA's Guide to the application of Principle 1 provided that the commission of a criminal offence may engage Principle 1. The guidance stated that "Repeated convictions for the same offence" will likely engage Principle 1, as behaviour which indicates a serious disregard for the principle that the law applies equally to all.
- 20.5 In repeatedly driving following his disqualification, Mr Mehta disregarded an order of the Court and thereby committed a criminal offence. Such behaviour, it was submitted, showed a clear lack of respect for the law and the administration of justice. Mr Mehta had been disqualified from driving by a Court but did so anyway. Such conduct was not in alignment with his obligation to uphold the law. Accordingly, Mr Mehta's conduct breached Principle 1.
- 20.6 Members of the public would not expect a solicitor to drive a vehicle when he had been prohibited from driving by the Court for a second conviction of drink driving. Members of the public would expect a solicitor to be scrupulous in observing the terms of any ban. By driving whilst disqualified on at least four occasions, in defiance of the Court's Order made on 14 September 2018 and in breach of the law, Mr Mehta's conduct served to undermine the trust the public held in the profession, and he thereby acted in breach of Principle 6.
- 20.7 A solicitor of integrity, acting in accordance with the high ethical standards of the profession, would not knowingly breach an Order of the Court; they would also abstain from criminality. However, by driving a vehicle whilst disqualified, Mr Mehta had committed a criminal offence. Further, by virtue of the disqualification, Mr Mehta drove without insurance, putting members of the public at risk. A solicitor acting with integrity would not have conducted himself in this manner. Mr Mehta's behaviour fell below the standard the public and the profession expected of solicitors. Mr Mehta thereby acted without integrity in breach of Principle 2.

### The Respondent's Case

20.8 Mr Mehta admitted allegation 1.3.

### The Tribunal's Findings

20.9 The Tribunal found allegation 1.3 proved on the facts and evidence. The Tribunal found Mr Mehta's admission to have been properly made.

21. **Allegation 1.4 - On at least two occasions on or around 11 August 2019 and 7 November 2019 he made declarations on expenses claim forms which he knew or ought to have known were false and in doing so he breached one or more of Principles 2 and 6 of the 2011 Principles.**

### The Applicant's Case

21.1 On 11 June 2018 Mr Mehta joined Ashfords as a Member, working in its Construction and Infrastructure team. He signed Ashfords' Deed of Adherence on 17 July 2018, agreeing to be subject to and bound by Ashfords' Members' Principal Deed dated 13 October 2014.

21.2 Clause 4.3 of the Principal Deed set out the grounds on which members of Ashfords could be expelled and included at clause 4.3.10 if a Member was: "...convicted of any criminal offence (other than minor motoring offences)".

21.3 Ashfords' expenses policy provided:

"Individuals MUST NOT use their own vehicles unless the vehicle has a valid MOT and their insurance policy covers business use.

....

You must also tell us if you are being prosecuted for any motoring offence that may result in a fine, points on your Licence or disqualification".

21.4 On 22 August 2019 Mr Mehta submitted an expenses and mileage claim form to Ashfords which included a claim for 3 July 2019 in relation to a journey of 104 miles. The claim was at the rate of 45 pence per mile and totalled £46.80.

21.5 Ashfords' expenses and mileage claim form included the following declaration:

"I confirm that the expenses have been incurred for the purposes of Ashfords Business. If claiming mileage I also confirm that I have a valid driving licence, insurance which covers personal business use and a valid MOT certificate" ("the Declaration").

21.6 Mr Mehta signed the Declaration next to the words "Claimant's Signature."



- 21.7 On 7 November 2019 Mr Mehta submitted a further expenses and mileage claim form to Ashfords in relation to a journey on 29 October 2019 of 38 miles. The claim for that journey was in the sum of £17.10.
- 21.8 Mr Mehta again signed the Declaration on the claim form confirming to Ashfords that he held a valid driving licence and insurance.
- 21.9 The police contacted Ashfords on 17 April 2020, who consequently commenced an investigation into Mr Mehta's conduct.
- 21.10 On 22 April 2020, a meeting was held with Mr Tim Heal a Board member, Mr Whitmarsh and Mr Mehta. During this meeting Mr Mehta stated (amongst other things):
- that he was disqualified from driving for "drink driving" in "2018 I think" for 40 months.
  - when asked about the expenses and mileage claim, his wife had driven the vehicle on "both occasions". He had moved out of the marital home in November 2019 and his wife had commenced divorce proceedings in December 2019.
  - he had not told Ashfords' HR department that he had been disqualified from driving as he considered it a personal matter which did not affect his work.
  - he had a previous conviction for drink driving.
- 21.11 A second meeting was held on 23 April 2020 with Mr Heal, Mr Whitmarsh and Mr Mehta. At this meeting Mr Mehta stated (amongst other things):
- his wife drove him to Bath on 28 November 2019 and she must have paid for the parking ticket he had claimed for on that date and given it to him.
- 21.12 Ashfords filed a report with the SRA on 24 April 2020 in respect of Mr Mehta's conduct.
- 21.13 On 29 April 2020, Mr Kenneth Bryant, Head of HR at Ashfords, provided a statement verified by a statement of truth confirming that its HR department had no record of Mr Mehta disclosing either of his two drink driving convictions. On 14 May 2020, Mr Mehta resigned from Ashfords.
- 21.14 Mr Bullock submitted that Mr Mehta had submitted two claims for mileage to Ashfords on 22 August 2019 in respect of a car journey he made on 3 July 2019, and on 7 November 2019 in respect of a car journey he made on 29 October 2019. When submitting each claim form to Ashfords, Mr Mehta had signed the Declaration to confirm that he held a valid driving licence and was insured for business purposes.
- 21.15 As detailed above, Mr Mehta, having been disqualified from holding or obtaining a driving licence by virtue of the Court's Order dated 14 September 2018, did not hold a valid driving licence and was not insured. Mr Mehta thereby gave a Declaration to Ashfords which he knew to be false on two occasions.

- 21.16 His actions undermined the trust the public placed in the profession. Solicitors should be trusted to be honest and not make false declarations which they knew would be relied upon, in view of the central role solicitors play in the administration of justice. By his actions, Mr Mehta thereby breached Principle 6.
- 21.17 Ordinary members of the public would expect a solicitor to be honest with their firm when seeking reimbursement for travel expenses. A solicitor acting with integrity would not deliberately and knowingly submit an expenses and mileage claim form containing a false Declaration and in doing so, Mr Mehta acted in breach of Principle 2.

### **Dishonesty**

- 21.18 Mr Bullock submitted that at the time that he completed his claim forms for mileage expenses on 22 August 2019 and 7 November 2019, Mr Mehta knew he was prohibited from driving and did not and could not hold a driving licence during the period of his ban. He knew therefore that both of the Declarations which he was making to Ashfords in these forms were untrue. He also knew that those untrue Declarations were being made to his employer, to whom he owed a duty of good faith, and that his employer would rely on the contents of that form in deciding whether to allow the claim.
- 21.19 Members of the public would consider it dishonest to knowingly make false declarations to their employer. In the circumstances, Mr Mehta's conduct was dishonest by the standards of ordinary decent people.

### The Respondent's Case

- 21.20 Mr Mehta denied allegation 1.4.
- 21.21 In his Answer Mr Mehta stated that it was accepted that he signed the Deed of Adherence on 17 July 2018. He was charged with the second drink drive offence on 16 June 2018. He pleaded guilty and was sentenced for that offence on 14 September 2018. He did not disclose the charge and subsequent conviction to Ashfords as he considered that to be private.
- 21.22 Mr Mehta had no recollection of being provided with the Expenses Policy, and did not believe it had been provided to him. He had no recollection of ever having seen or read the Expenses Policy at any time whilst he was a member of Ashfords.
- 21.23 With regard to the Expenses Claim forms submitted dated 22 August and 7 November 2019, Mr Mehta had not signed those documents and did not recognise the signatures. As he did not sign the forms, he had not made any declarations.
- 21.24 Mr Mehta's recollection of the expenses claim procedure was that he collated receipts for expenses incurred and provided those to his secretary. She would allocate the expenses to the relevant client. Mr Mehta only provided assistance if his secretary was unsure of something. His secretary would then pass the form to the department head for authorisation.

- 21.25 Mr Mehta did not register the declaration relied upon by the Applicant as he had no familiarity with the claim form. He had only claimed expenses on two occasions. On both occasions, the mileage was legitimately claimed, even though it was his wife that had been driving.
- 21.26 In his oral evidence Mr Mehta explained that he had never read the expenses policy. He had an informal agreement with Ms Reason that she would deal with the expenses forms, sign them on his behalf, and submit them for payment. Mr Mehta explained that Ms Reason had not supported that position as she knew that it was in breach of the policy and was concerned that in signing the forms on his behalf, she had breached the policy.
- 21.27 Mr Barton submitted that the two forms in question were the only forms in which Mr Mehta had claimed for mileage. All other expenses had been charged on the Firm's credit card.
- 21.28 The joint experts report provided some assistance; it was inconclusive as to whether the signatures on the forms were those of Mr Mehta. If the Tribunal was not satisfied that Mr Mehta signed the forms, the allegation failed. If the Tribunal determined that he did sign the forms, it would then need to consider whether he had done so dishonestly. Mr Barton noted that at no point during the investigation, was Mr Mehta asked if he had signed the forms.
- 21.29 That Mr Mehta had not signed the forms was not an incredible position. Ms Reason had confirmed that Mr Mehta was not good at the administrative side of his role. Nor was it incredible that Ms Reason, given Mr Mehta's lack of administrative expedience, had signed the forms on his behalf. It was not surprising that Mr Mehta had left the completion and signing of the forms to Ms Reason as he considered it a minor administrative task.
- 21.30 Neither Mr Blake, nor Ms Reason, stated that they had seen Mr Mehta sign the forms. The Applicant, it was submitted, had not sufficiently evidenced that it was Mr Mehta who had signed the forms. On the contrary, the evidence showed that Mr Mehta was an extremely capable lawyer, but that he was not good at the 'back-room' elements of his role.
- 21.31 Mr Barton submitted that given the lack of evidence, allegation 1.4 should be dismissed.

#### The Tribunal's Findings

- 21.32 The Tribunal found Ms Reason to be a straightforward witness, who gave a clear account which was untroubled during cross-examination. It was common ground that Mr Mehta was being regularly chased for his expenses. It was also common ground that Ms Reason was extremely efficient and good at her job. The Tribunal considered that if there had been an agreement for Ms Reason to sign expenses forms on Mr Mehta's behalf, there would be no reason for her (or anyone else) to chase him for the expenses forms; Ms Reason, who had access to the receipts Mr Mehta kept on his desk, would have completed, signed and submitted the forms. Ms Reason confirmed that she had not signed the forms for Mr Mehta, but had prepared them and provided them to him for his signature. The Tribunal accepted her account in its entirety,

including that she had not signed the forms on Mr Mehta's behalf and nor was there any agreement for her to do so.

- 21.33 Having determined that Ms Reason did not sign the forms, the Tribunal considered that it was inherently unlikely that any other third party had signed the form on Mr Mehta's behalf without his knowledge (or the knowledge of Ms Reason): there being no obvious motive for them to do so.
- 21.34 The expert evidence, it was found, did not offer the Tribunal any assistance in determining whether the signatures on the forms were that of Mr Mehta.
- 21.35 Mr Mehta's account had been inconsistent. During the course of his evidence, Mr Mehta stated that he "must have signed" some expenses forms, but that he had not seen any that bore his signature. This account was inconsistent with his written and previous oral evidence in which he stated that he had never signed any expenses forms, pursuant to the agreement with Ms Reason that she would sign them on his behalf.
- 21.36 Mr Mehta also stated that the signatures on the forms were not his signature. The Tribunal determined that this was not conclusive evidence in circumstances where he had more than one style of signature, and he had not provided his own expert with all his signature styles in order for her to prepare her report.
- 21.37 The Tribunal was satisfied that Mr Mehta had signed the forms as alleged. The Tribunal then considered whether Mr Mehta, having signed the forms, had not read the declaration. Given the prominence of the declaration and its proximity to the signature, the Tribunal determined that Mr Mehta, when he signed the form, had read and understood the declaration. The Tribunal rejected Mr Mehta's account that he had neither seen, read, or signed the expenses forms in question.
- 21.38 It was plain that Mr Mehta knew that he was banned from driving and that he was thus not insured to drive. That such conduct undermined public trust in the profession and lacked integrity was plain. Members of the public and members of the profession would not expect a solicitor to make false declarations when completing expenses claims. Accordingly, the Tribunal found that in acting as he did, Mr Mehta had breached Principles 6 and 2 of the 2011 Principles as alleged.

### **Dishonesty**

- 21.39 It was clear that Mr Mehta knew, when he completed the expenses claims forms, that he had been banned from driving and that he did not hold insurance. He also knew that in signing the forms, he was declaring that he held a valid driving licence and insurance, in the knowledge that this was not the case, his having been disqualified from driving. Members of the public would consider that a solicitor who had knowingly made false declarations had acted dishonestly. Accordingly, the Tribunal found Mr Mehta's conduct had been dishonest.
- 21.40 The Tribunal found allegation 1.4 proved in its entirety, including that Mr Mehta's conduct had been dishonest.

22. **Allegation 1.5 – Between June 2020 and August 2021 he misrepresented to Keystone Law Limited that he had not been: (1.5.1) convicted of a criminal offence; and/or (1.5.2) subject to disciplinary procedures or investigation by any former firm or employer; and/or (1.5.3) subject to investigation by the SRA; and in doing so he breached one or more of Principles 2, 4 and 5 of the 2019 Principles the Code.**

#### The Applicant's Case

- 22.1 According to Companies House records, on 29 May 2020, Kaelaar Limited (“Kaelaar”) was incorporated. Mr Mehta was appointed as the sole director of the company. On 12 June 2020, Kaelaar entered into a contract for services with Keystone (“the Contract”). Mr Mehta signed the Contract on behalf of Kaelaar on 15 June 2020.
- 22.2 The Definitions in the Contract included:
- “Company” – “KAELAAR LIMITED”
  - “Approved Lawyer” – “a Solicitor, Barrister, legal executive, paralegal trainee solicitor or other legal professional employed or Engaged by the Company for the provision of legal services and approved by Keystone...”
- 22.3 The Contract specified at clause 13 that Kaelaar: “warrants, represents and undertakes today and each day of the term of this Agreement that ... 13.3.3: no Approved Lawyer has been investigated, charged, tried or convicted for any criminal offence or otherwise been the subject of a criminal or civil judgment other than minor traffic offences;” and “13.3.8: no Approved Lawyer has ever been subject to disciplinary procedures or investigation by any former firm or employer,... the SRA...”.
- 22.4 Mr Bullock submitted that as a solicitor with over 16 years’ post qualification experience, who had been a Member at TLT and Ashfords, Mr Mehta had the knowledge to understand the importance of the warranties, representations and undertakings Keystone were seeking from him in the Contract and that Keystone would rely upon these. At the date Mr Mehta signed the Contract with Keystone on 15 June 2020, he had two criminal convictions, had been subject to an investigation by Ashfords and was under investigation by the SRA. Despite this, he signed the Contract to confirm that he had no criminal convictions, nor had he been investigated by a previous firm or the SRA.
- 22.5 Members of the public would expect a solicitor, who is an officer of the Court, to be open and transparent with a party it was entering into a contract with. The public would not expect a solicitor to sign a contract providing warranties, representations and undertakings which they knew were not true. The Respondent’s actions have served to diminish the public’s trust and confidence in the solicitors’ profession and he has thereby acted in breach of Principle 2 of the 2019 Principles.
- 22.6 A solicitor acting with integrity would provide honest and accurate information to a party they were entering into a contract with for their professional services. Mr Mehta was an experienced and senior solicitor who knew the importance of reading the contract terms before signing to abide by it. By failing to disclose the truth to Keystone,

before entering into the Contract or at any time during the 14-month period he provided services to Keystone, that he had criminal convictions, had been investigated by Ashfords and was currently under investigation by the SRA, Mr Mehta failed to adhere to the standards of the profession and thereby acted in breach of Principle 5.

22.7 By failing to disclose his criminal convictions, the disciplinary investigation at Ashfords and/or the fact the SRA were investigating his conduct, Mr Mehta misled Keystone. He knew he could not provide the warranties, representations and undertakings Keystone sought from him at clause 13.3.3 and 13.3.8 of the Contract but proceeded to sign the Contract regardless. By virtue of this conduct, Mr Mehta acted in breach of paragraph 1.4 of the Code.

### **Dishonesty**

22.8 Mr Bullock submitted that at the time that Mr Mehta entered into the Contract with Keystone on 15 June 2020 and provided the warranties, representations and undertakings stipulated at clause 13.3.3 and 13.3.8 of the Contract he knew the following matters:

- he had two convictions for drink driving;
- he had just two months previously been suspended by Ashfords and following an investigation for driving while disqualified and failing to declare his criminal convictions, had resigned from the firm following Ashfords' report made to the SRA on 24 April 2020, his conduct was being investigated by the SRA, who were liaising with his representative Mr Barton.

22.9 In those circumstances, by confirming to Keystone that he had no criminal convictions, nor had he been subject to any investigatory or disciplinary procedures commenced by a previous firm or the SRA when he knew this was not true, Mr Mehta's conduct was dishonest by the standards of ordinary decent people. His conduct therefore breached Principle 4 of the 2019 Principles.

### The Respondent's Case

22.10 Mr Mehta denied allegation 1.5.

22.11 In his Answer, Mr Mehta explained that having been provided with a copy of the consultancy agreement, he only reviewed the terms that detailed how Kaelaar would be paid. He did not read, review or pay any attention to any of the other terms as he was told that the contract was in standard terms and would not be amended.

22.12 Mr Mehta stated that he did not read or consider the warranties and representations contained in clause 13; this was not in his mind either when he signed the contract or at any time thereafter. Having satisfied himself that the financial terms reflected what had been agreed orally, Mr Mehta signed the consultancy agreement electronically.

22.13 Mr Mehta explained that in circumstances where he agreed to Keystone undertaking a DBS check, he was not concerned about his criminal convictions. He had expected the check to be done in June 2020, however it was not completed until June 2021.

- 22.14 As regards clauses 13.3.3 and 13.3.8, these related to Approved Lawyers. Mr Mehta had never been required to go through the Approved Lawyer process.
- 22.15 In his oral evidence Mr Mehta confirmed that he had not read the contract as it consisted of non-negotiable standard terms. He had only read those parts that pertained to the remuneration to ensure that they reflected the oral terms agreed.
- 22.16 Mr Barton submitted that it was not inherently unlikely that Mr Mehta did not read the contract in all the circumstances. Should the Tribunal determine that Mr Mehta did not read the contract, the allegation that he had been dishonest failed.
- 22.17 Further, as detailed in his Answer, Mr Mehta was not subject to clauses 13.3.3 and 13.3.8, as he had not undergone the Approved Lawyer process. Mr Barton submitted that it was no part of the Tribunal's role to interpret contract clauses when the parties to the contract were not present. It was a simple matter for the Applicant to obtain witness evidence from Keystone; it had elected not to do so. In its Reply, the Applicant stated that it was "inconceivable that Keystone would have appointed Mr Mehta as a consultant without some form of CV and its approval of him as a supplier would be implicit in that appointment." However, there was an evidential gap, as the Applicant did not have any evidence from Keystone on that point. Further, notwithstanding the Answer, Mr Mehta had not been cross-examined on whether he had submitted a CV. In addition, the Applicant had failed to address that the DBS check would have revealed his conviction. He was aware that a DBS check would be carried out and that the position regarding his convictions would be revealed. That position supported his case that he had not read the contract.

### The Tribunal's Findings

- 22.18 The Tribunal firstly considered whether there was any evidential gap, as submitted by Mr Barton. The Tribunal noted the definition of an Approved Lawyer detailed in the Applicant's case above. "Employ" or "Engage" was defined as:
- "employ or engage (whether under a contract of service or a contract for services) and whether directly or indirectly and Employed or Engaged and Employment and Engagement shall be interpreted accordingly;"
- 22.19 The Tribunal determined that the clauses were clear and were not such that the Tribunal had to determine the meaning. As Mr Mehta was working pursuant to the contract Kaelaar entered into for services with Keystone, he was subject to the clauses contained in the contract, including clauses 13.3.3 and 13.3.8. Accordingly, the Tribunal did not find that there was an evidential gap.
- 22.20 The Tribunal did not accept that Mr Mehta had not read the contract in its entirety. He was an extremely experienced lawyer who would regularly scrutinise contracts as part of his everyday work. The Tribunal did not accept that Mr Mehta viewed this contract in the same way that he would view a contract for the provision of domestic utilities.
- 22.21 The Tribunal determined that Mr Mehta's signature on the contract evidenced that he was aware of the terms and was prepared to be bound by them. Mr Mehta knew that his convictions were not minor ones. He had been in a meeting the previous month

where he was found wanting for his failure to reveal those convictions to his employer. The fact that the DBS check would reveal those convictions was not, the Tribunal determined, a full answer to the allegations. The Tribunal, whilst not ascribing to Mr Bullock's definition of Mr Mehta as a chancer, found that he considered himself to be free of the network of obligations that all other solicitors were bound by. It did not find Mr Mehta to be a credible witness; his evidence was changeable and varied on occasion so as to enable him to answer the difficult questions put.

- 22.22 Having determined that Mr Mehta had read the contract terms, and knew that he was bound by those terms, the Tribunal found that Mr Mehta had knowingly failed to reveal his convictions, the Ashfords investigation and the SRA investigation. That such conduct undermined the trust placed in him by the public and lacked integrity was plain. Accordingly, the Tribunal found that Mr Mehta had breached Principles 2 and 5 of the 2019 Principles as alleged.
- 22.23 He had also misled Keystones as alleged. Accordingly, his conduct breached Paragraph 1.4 of the Code.
- 22.24 That such conduct was also dishonest in breach of Principle 4 of the 2019 Principles was evident. Mr Mehta knew, when he entered into the contract with Keystone, that (i) he had two criminal convictions for drink driving; (ii) he had been suspended by Ashfords for failing to declare those convictions and resigned following an investigation by Ashfords into his conduct; and (iii) that he was being investigated by the SRA following the report made by Ashfords to the SRA. Ordinary and decent people would consider that it was dishonest for a solicitor to provide warranties that he knew were untrue. The Tribunal thus found that Mr Mehta's conduct was dishonest in breach of Principle 4 of the 2019 Principles as alleged.
- 22.25 Accordingly, the Tribunal found allegation 1.5 proved in its entirety.

### **Previous Disciplinary Matters**

23. None.

### **Mitigation**

24. Mr Barton directed the Tribunal to testimonials provided on Mr Mehta's behalf. As regards his personal circumstances, he had two young children who resided with their mother. He now lived with his new partner who had provided a testimonial on his behalf, explaining how much he had improved his life. Mr Mehta was ashamed of the conduct that gave rise to allegations 1.1 – 1.3. He had overcome the issues he had with alcohol at that time that had led to his offending. He also now had a good relationship with his ex-wife for the purposes of co-parenting their children. He had turned his life around and had a number of redeeming qualities.
25. Mr Barton submitted that the sanctions guidance made clear that, save in exceptional circumstances, a strike off was inevitable in cases where the Tribunal had found that a solicitor had acted dishonestly. The Tribunal had found three instances of dishonesty – the signing of the expense forms and the signing of the contract. Mr Barton submitted that there had been no adverse effect as a result of Mr Mehta's conduct. Only a small



amount of expenses had been claimed. It was accepted that Mr Mehta's conduct could not be described as momentary. Mr Barton submitted that the Tribunal should consider the circumstances of the misconduct and take into account what had been said about Mr Mehta both in evidence and in the testimonials.

### **Sanction**

26. The Tribunal had regard to the Guidance Note on Sanctions (10<sup>th</sup> Edition – June 2022). The Tribunal's overriding objective, when considering sanction, was the need to maintain public confidence in the integrity of the profession. In determining sanction, it was the Tribunal's role to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances.
27. The Tribunal determined that Mr Mehta's misconduct was motivated by self-preservation. He wished to maintain his reputation and income at Ashfords and did not want to jeopardise his ability to continue to earn money with Keystones. His actions were planned. He knew when he signed the expenses forms that the declarations he made were untrue. He also knew, having read the contract, that the warranties that he gave to Keystones were also untrue. He had breached the trust placed in him by both firms to provide them with honest and accurate information. He was a very experienced solicitor who had sole and direct control of the circumstances giving rise to the misconduct.
28. Mr Mehta had caused harm to the reputation of the profession as per Coulson J in Solicitors Regulation Authority v Sharma [2010] EWHC 2022 Admin:
  - “34. There is harm to the public every time that 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”.”
29. His conduct was a complete departure from the standards of integrity probity and trustworthiness expected of solicitors. The harm he had caused to the reputation of the profession was wholly foreseeable. His repeated disregard for the order of the court disqualifying him from driving gave rise to a significant risk of harm to his colleagues and other road users.
30. Mr Mehta's conduct was aggravated by his dishonesty, which was deliberate, calculated and repeated. He had sought to conceal his wrongdoing by placing the blame on others. He had suggested that Ms Reason had given untrue evidence in order to protect her position whereas the reality was that he had given untrue evidence in order to protect his own position. Mr Mehta knew that his conduct was in material breach of his obligation to protect the public and maintain public confidence in the reputation of the profession.
31. In mitigation, Mr Mehta had self-reported the matters. He had a previously unblemished record and had shown insight as regards allegations 1.1 – 1.3.

32. Given the serious nature of the allegations, the Tribunal considered and rejected the lesser sanctions within its sentencing powers such as no order, a reprimand or restrictions. The Tribunal had regard to the case of Bolton v Law Society [1994] 2 All ER 486 in which Sir Thomas Bingham stated:

“.... Lapses from the required standard (of complete integrity, probity and trustworthiness)....may....be of varying degrees. The most serious involves proven dishonesty.... In such cases the tribunal has almost invariably, no matter how strong the mitigation advanced by the solicitor, ordered that he be struck off the roll of solicitors.”

33. The Tribunal did not find circumstances that were enough to bring Mr Mehta in line with the residual exceptional circumstances category referred to in the case of Sharma. The Tribunal accepted that the amount of money as regards the expenses was relatively small. The Tribunal determined that the gravamen of the offence did not relate to the amount that was being claimed, but the dishonest way in which it was being claimed. The Tribunal decided that in view of the serious nature of the misconduct, in that it involved dishonesty, the only appropriate and proportionate sanction was to strike Mr Mehta off the Roll of Solicitors.

#### **Costs**

34. The parties agreed costs in the sum of £27,000. The Tribunal found the agreed amount to be reasonable and proportionate in the circumstances. Accordingly, the Tribunal ordered Mr Mehta to pay costs in the agreed amount.

#### **Statement of Full Order**

35. The Tribunal Ordered that the Respondent, NEELASH MEHTA, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the agreed sum of £27,000.00.

Dated this 3<sup>rd</sup> day of August 2023

On behalf of the Tribunal

*P Lewis*

P Lewis  
Chair

**JUDGMENT FILED WITH THE LAW SOCIETY**

**03 AUG 2023**