

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No.12390 2022

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

MOHAMMED SALEEM

Respondent

Before:

Mrs C Evans (in the Chair)

Mrs L Boyce

Mrs C Valentine

Date of Hearing:

8–10 February 2023 and 19-21 June 2023

Appearances

David Hopkins, barrister of 39 Essex Chambers 81 Chancery Lane, London, WC2A 1DD for the Applicant.

Ian Skeate, barrister of Clerksroom Chambers, Equity House Somerset TA1 2PX for the Respondent.

JUDGMENT

The Allegations and Executive Summary

1. The Allegations against Mohammed Saleem, previously known as Mohammed Butt, (the “Respondent”) are that, while in practice as a solicitor at MT UK Solicitors Limited, 52 Hounslow Road, Twickenham, TW2 7EX (“the Firm”) and thereafter:
 - 1.1 Between in or around May 2019 and 12 September 2019, he failed properly, or at all, to account for money received from any or all of his clients UJ and Mr and Ms R.
 - 1.2 On or around 28 February 2019, having been asked by Martin Tolhurst Solicitors (“Tolhurst”) for the Firm’s client account details so that Tolhurst could make a payment in exchange for copies of conveyancing searches paid for and owned by his client KM, he provided his personal bank account details to Tolhurst instead of the Firm’s client account details.
 - 1.3 On or around 1 March 2019, he received money from Tolhurst into his personal bank account.
 - 1.4 Between 28 February 2019 and 12 September 2019, he failed properly, or at all, to account for the money received from Tolhurst, which belonged to his client KM.
 - 1.5 In relation to any or all of allegations 1.1–1.4 above, he breached any or all of:
 - 1.5.1 Rule 14.1 of the SRA Accounts Rules 2011 (the “2011 Accounts Rules”); and
 - 1.5.2 Principles 2, 4, 6 and 10 of the SRA Principles 2011 (the “2011 Principles”).
 - 1.6 After the Firm had dismissed him:
 - 1.6.1 In around January 2020, he handwrote a misleading statement on behalf of his former client UJ, in relation to his receipt of money from UJ in August 2019, which included a statement of truth stating, “The above statement is true to my knowledge and belief”.
 - 1.6.2 On or around 25 January 2020, he caused his former client UJ to sign the statement referred to in allegation 1.6.1 above.
 - 1.6.3 On 6 May 2021, after the SRA’s commencement of its investigation into his conduct and its notification to him of the same, he submitted a copy of the signed statement referred to at allegation 1.6.2 above to the SRA’s forensic investigation officer.
 - 1.6.4 In relation to any or all of allegations 1.6.1–1.6.3 above, he breached any or all of Principles 1, 2, 4 and 5 of the SRA Principles (the “2019 Principles”).
- 2 In addition, allegations 1.1–1.4 above are advanced on the basis that Mr Saleem’s conduct was dishonest. Dishonesty is alleged as an aggravating feature of Mr Saleem’s misconduct but is not an essential ingredient in proving the allegations.

3. The Tribunal found the following matters proved on the balance of probabilities:
 - Allegations 1.2- 1.4 and breaches of Principles 2, 4, 6 and 10 of the Principles 2011 and a breach of Rule 14.1 of SAR 2011
 - Allegations 1.6.2 and 1.6.3. The Tribunal found no breaches of the Principles 2019 in relation to these allegations.
4. The Tribunal did not find dishonesty proved with respect to any of the allegations.
5. The Tribunal's reasoning can be found [here](#).
6. The Tribunal determined the appropriate sanction was a fine in the sum of £7,750.00.
7. The Tribunal's sanctions and its reasoning on sanction can be found [here](#).

Other Bookmarks

- The [Finding of Facts and Law](#)
- The applicable [Principles, Rules, Outcomes, and Tests](#)
- [The Applicant's Case](#)
- [Mr Saleem's Case](#)
- [Costs](#)
- [Statement of Full Order](#)

Documents

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

Findings of Fact and Law

9. 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 Saleem'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.
10. 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. 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, Outcomes, Rules, and Tests

SRA Principles 2011 (and 2019 where relevant)

11. Principle 2 of the SRA Principles 2011 and Principle 5 of the SRA Principles 2019 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.
12. Principle 6 of the SRA Principles 2011 and Principle 2 of the SRA Principles 2019 requires solicitors to behave in a way that maintains the trust the public places in them and in the provision of legal services.
13. Principle 10 of the SRA Principles 2011 requires a solicitor to protect client money and assets.

Dishonesty

14. 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."

SRA Accounts Rules 2011 (SARS)

15. Rule 14.1: Client money must without delay be paid into a client account, and must be held in a client account, except when the rules provide to the contrary (see rules 8, 9, 15, 16, 17 and 19).

Factual Background

16. Mr Saleem, previously known as Mohammed Butt, was admitted to the Roll of Solicitors on 2 March 2015. He held a current Practising Certificate free from conditions.

17. Mr Saleem was, from 4 December 2017 until 12 September 2019, a consultant at the Firm. A letter dated 2 September 2020 from the Firm to the SRA reported misconduct on the part of Mr Saleem.
18. The Applicant's Case
- 18.1 The letter reported there were instances where cash received by Mr Saleem from clients was not banked into the Firm's bank accounts; Mr Saleem had received client money into his personal bank account; Mr Saleem had breached client confidentiality; and concerns relating to a conveyancing transaction on which Mr Saleem had worked.
- 18.2 In light of this report, the SRA commenced an investigation. The investigation was conducted by Sean Grehan, a Forensic Investigation Officer ("FIO"). The results of his investigation were set out in Mr Grehan's Forensic Investigation Report dated 10 June 2021.

Client UJ

- 18.3 On or around 2 August 2019, Mr J instructed the Firm to act for him in a conveyancing matter where Mr J was the intending purchaser. The client care letter sent to Mr J on 2 August 2019 was signed by Mr Saleem and stated that Mr Saleem "shall be responsible to take all the necessary decision[s] in your above matter".
- 18.4 On 7 August 2019, Stephen Harker of Dawson Cornwell solicitors, acting for the intending seller, emailed Mr Saleem stating "I am infirmed [sic] my client is no longer proceeding with the sale to your client. Please therefore delete the papers o[n] the basis that there are no hard copies to return."
- 18.5 On 12 August 2019, Steven Andrea of Fuchsia Homes estate agents emailed Mr Harker and Mr Saleem stating, among other things, "Please can you hold off requesting return of the contracts until this afternoon and hopefully we can get this transaction back on track".
- 18.6 On 13 August 2019, at 12.20, Mr Andrea emailed Mr Saleem, asking "Please can you confirm that you have now spoken with [Mr J] and that you have order[ed] the searches." Mr Saleem replied at 12.21, stating "Yes he is coming to office today and sign the docs."
- 18.7 Mr J attended the office on 13 August 2019 and he gave £300 in cash to Mr Saleem. Mr Saleem wrote a receipt for the cash dated 13 August 2019 on a blue slip (the "13 Aug 2019 Receipt") and gave it to Mr J. The 13 Aug 2019 Receipt is signed by Mr Saleem and stated it was for £300 in cash. Mr J's first name is written next to "A/c No", albeit spelled incorrectly as "Umesh" rather than "Umash". The "Details" are given as "deposit."
- 18.8 On 22 August 2019, Eric Coates of Dawson Cornwell emailed Mr Saleem, stating: "We wrote to you on 7 August withdrawing the contract (email timed at 11:24) and asking you to delete the electronic records".

- 18.9 On 1 October 2019, Monika Khurana of the Firm called Mr J. Ms Khurana told Mr J that Mr Saleem was no longer working for the Firm, Mr J's file had been taken over by Hamza Trambo and that there was no money on account in the ledger for Mr J's case. Mr J stated that he had paid £300 in cash to Mr Saleem in August 2019 and that he had the 13 Aug 2019 Receipt.
- 18.10 On 14 October 2019, at 14.21, Mr H Trambo emailed Mr Harker stating: "We are instructed by our clients and the estate agents that this matter is proceeding. Please confirm you are instructed in this matter [...]" (para break removed). At 15.37, Mr Harker replied: "As per our email to your colleague (attached) dated 7 August 2019 the matter is not proceeding and the property has been sold elsewhere".
- 18.11 Also on 14 October 2019, at 17.15, the Firm held a conference attended by Mr J, Mr A M Trambo and Ms Khurana. At the conference Mr J produced the 13 Aug 2019 Receipt. The Firm told Mr J that the 13 Aug 2019 Receipt was definitely not a receipt used by the Firm when cash was handed over by clients and that the receipts used by the Firm were pink in colour. Mr A M Trambo confirmed to Mr J that the £300 had never been received by the Firm and asked Mr J to recover the funds directly from Mr Saleem.
- 18.12 Mr J paid £400 to the Firm as a "deposit [...] to progress the case".
- 18.13 At some point after the conference and on or before 25 January 2020, Mr J spoke to Mr Saleem by telephone. Mr J told Mr Saleem about the conference he had had with the Firm and asked Mr Saleem to refund the £300. Mr Saleem agreed to do so.
- On 20 January 2020, the Firm rendered on Mr J a "Completion Statement", which stated that: £400 was owed to the Firm, comprising £215 for "Our Abortive Fees acting for you" and £185 in disbursements for conveyancing searches;
 - Mr J had paid £400 to the Firm on 14 October 2019; and
 - Therefore, a nil balance was due.
- 18.14 On or around 25 January 2020, Mr J met Mr Saleem in a Tesco car park in Hayes. Mr Saleem was waiting in his car for Mr J when Mr J arrived. Mr Saleem gave Mr J £300 and asked Mr J to handwrite and sign a receipt for the money, or words to that effect, which Mr J did. Mr Saleem then showed Mr J the reverse of the piece of paper on which Mr J had written the receipt. On the reverse was a page of text handwritten by Mr Saleem (the "25 Jan 2020 Statement"). Mr J noted that his first name had been spelled incorrectly at the top of the page as "Umesh" rather than "Umash", so Mr J struck through the incorrect spelling and replaced it with the correct spelling (plus his surname) in his own hand. Mr J asked Mr Saleem what was written on the page. Mr Saleem told him that it was "details of the transaction", or words to that effect.
- 18.15 The text of the 25 Jan 2020 Statement read:

"I, [Mr J], solemnly & sincerely declare the following;

I instructed [the Firm] on August 2019 to act for my property purchase matter. I paid £300 as deposit to case worker Mr. M Saleem who immediately paid it to admin department which is just next door & I could see through glass. Mr. Saleem on returning from admin office gave me a receipt & said that Pink receipt[s] were out of stock. [...]

My property work was completed by [the Firm] but not Mr. Saleem. [...] Upon completion of the matter, I asked [the Firm] to adjust £300 deposit in my payments but they denied and said they have not receiv[e]d it & said to chase Mr Saleem for this payments[.] [...] I called Mr Saleem every hour & then but he denied payments[.]

I spoke to Mr Saleem again who was surprised however to resolve this issue, he paid me from his pocket after my exhaustive follow up. I confirm that Mr Saleem after receiving £300 from me immediately deposited to the admin office and I witnessed myself. The above statement is true to my knowledge and belief.”

- 18.16 Following the SRA’s commencement of its investigation into Mr Saleem’s conduct and its notification to him of the same, Mr Saleem submitted a copy of the 25 Jan 2020 Statement to the FIO on 6 May 2021.
- 18.17 Ms Khurana again confirmed in a statement dated 19 May 2021 that the cash payment from Mr J was “not given to me by [Mr Saleem]” and in the Mr J matter “the client has produced a blue receipt, this is not the receipt which is approved for used by the firm.”
- 18.18 The SRA did not see any evidence that Mr Saleem ever paid the £300 he received from Mr J on 13 August 2019 into the Firm’s client account.
- 18.19 Mr J provided the SRA with a statement on 7 June 2021 appending a handwritten statement from him dated 5 June 2021 which set out that:
- “On 13/8/2019 I visited [the Firm’s] offices to meet [Mr Saleem ...]. He had asked me to pay a deposit of [£]300. In his office I handed over £300 towards my deposit. Upon receipt of £300 from me, [Mr Saleem] stood up and left the room.
- He returned back at the most in two minutes. I make it absolutely clear that I did not witness [Mr Saleem] going into any other room or giving £300 to any other person.” (Paragraph break removed.)
- “Upon [Mr Saleem’s] return to the room he wrote a receipt in his handwriting for the above amount [£300.00] which was in blue colour. I cannot precisely recall where from he got the receipt”.
- 18.20 Having approached the Firm about what had happened to his payment of £300, the Firm advised Mr J that it had no record of the sum of £300 being deposited in their accounts and advised Mr J to seek recovery of the money directly.

- 18.21 After Mr J contacted Mr Saleem a number of times, Mr Saleem: “agreed to refund my £300 and asked me to meet him in the Hayes Tesco car park”.
- 18.22 Mr J attended the car park and “went to [Mr Saleem’s] car who was waiting for me. He asked me to write a receipt for £300, which I did”.
- 18.23 Mr Saleem then “showed me another page which was no [sic] written by me”. Mr J is referring to the handwritten statement that was sent to the FIO by Mr Saleem on 6 May 2021.
- 18.24 Mr J stated that “On the top of the page was my name spelt wrong which I deleted and wrote my name, I asked to what was written on the page [and] he simply stated that it was details of the transaction” and confirmed “As I stated before I have not written that page”.

Client Mr and Ms R

- 18.25 In or around May 2019, Mr and Ms R instructed the Firm to act for them in a conveyancing matter where they were the intending purchasers. Mr Saleem appears to have been the fee earner responsible for the matter when it was opened as the Firm’s reference for the matter begins with his initials.
- 18.26 On or around 4 June 2019, NatWest as lenders to Mr and Ms R, instructed the Firm to act for it in relation to the matter.
- 18.27 The matter progressed relatively slowly before Mr Saleem’s departure from the Firm on 12 September 2019. It was clear from the documentary record that, at times, both Mr Saleem and Mr H Trambo worked on the file prior to Mr Saleem’s departure.
- 18.28 On 10 September 2019 at 17.06, Mr H Trambo received a call from Mr and Ms R’s daughter, AR-T, on Mr and Ms R’s behalf. AR-T is a solicitor. Mr H Trambo told AR-T that the Firm had not received any funds from Mr and Ms R. AR-T spoke with her father and relayed to Mr H Trambo that Mr R had told her that he had paid £300 to Mr Saleem “at the beginning of the matter”.
- 18.29 At 21.50, AR-T emailed Mr H Trambo and others, cc’ing Mr Saleem, stating among other things: “With regard to the payment on account, my dad has contacted Mr Saleem to remind him about the £300 paid to him by cash when the transaction first commenced. I understand Mr Saleem has said he will allocate the payment to our file. I am not sure where the confusion has occurred but as far as we are concerned the payment was made.”
- 18.30 On 24 October 2019, Mr H Trambo recorded in an attendance note that Mr R: “Confirmed that he got in touch with Saleem who offered to return his £300.00. He met Saleem on High Street and received the above funds”.
- 18.31 During the course of the FIO’s investigation, Mr Saleem provided the FIO with a statement of Dr Ayaz Ul Haq, in which Dr Ul Haq stated:

“I regularly worship at a mosque known as Islamic Integration Community Centre at [redacted], for evening prayers. I know Mr Saleem because he is also regular worshipper.

I remember in around Autumn of 2019; I saw Mr Saleem held by a man delaying him going into the mosque. He was abusive and pulling Mr Saleem's jacket asking for the payments.

I approached to see what is happening and asked this man who introduced himself as Rasooli [sic], said he paid £300 at [the Firm] for the purchase of the property but they do not acknowledge the payments and asked me [sic] to recover from Mr Saleem. He said he called him many times, but he always says to claim from [the Firm].

Looking at the crowd getting bigger luckily, I had monies in my pocket, I pulled out £300 from my pocket and paid this man.”

- 18.32 The SRA saw no evidence that Mr Saleem ever paid the £300 he received from Mr and Ms R in or around May 2019 into the Firm’s client account. In particular, there was no entry for £300 on the Firm’s client account ledger for Mr and Ms R.

Client KM

- 18.33 In around September–November 2018, Mr M instructed the Firm to act for him in a conveyancing matter where Mr M was the intending purchaser in respect of 15 Mangravet Avenue, Maidstone, ME15 9BQ (the “KM Property”).
- 18.34 On 15 November 2018, Mr M emailed Mr Saleem stating, “I have passed on your A/c details to my brother who will transfer £500 on account with you [sic] firm”. The Firm’s accounts records show that £500 was received into the Firm’s client account for Mr M on 30 November 2018.
- 18.35 In or around December 2018, the Firm instructed SearchFlow Limited (“SearchFlow”) to carry out conveyancing searches in relation to the KM Property (the “KM Searches”).
- 18.36 On 20 December 2018, SearchFlow rendered on the Firm an invoice, number INV8295015, in respect of the KM Searches in the amount of £190. The copies of the KM Searches in the client file are variously dated between 20 December 2018 and 3 January 2019.
- 18.37 The Firm sent to SearchFlow a cheque dated 18 January 2019 in the amount of £190 under cover of letter dated 10 January 2019. The cover letter referred to SearchFlow’s reference “8295015”, the subject line was “RE: 15 Mangravet Avenue, Maidstone, ME15 9BQ”, and the letter stated the Firm’s client in respect of the matter was Mr M.
- 18.38 By early February 2019, it was clear that Mr M had decided to pull out of the purchase of the KM Property.

- 18.39 On 6 February 2019, at 15.12, Mark Boyle of Wards, the estate agents, emailed Mr Saleem stating, “Thank you for offering to sell the searches for 15 Mangravet Avenue to the new buyers”.
- 18.40 At 15.35, Mr Saleem replied, asking “Do you want hard copies or scan copies will work”.
- 18.41 On 7 February 2019, Mr Boyle emailed Mr Saleem stating, “Following our recent communication, we write to confirm that your clients’ purchase of the above property is no longer proceeding”. Mr Boyle wrote a hard copy letter to the Firm on the same date and to the same effect.
- 18.42 On 27 February 2019, at 10.52, Martin Tolhurst solicitors (“Tolhurst”), acting for the new intending purchaser of the KM Property, emailed the Firm’s info@mtuk.law address, attaching a letter of the same date. The letter stated that it was regarding the purchase of the KM Property and the relevant Tolhurst contact was Lucy Rodrigues. The body of the letter stated:
- “We understand you acted for the previous buyers in their purchase of this property prior to the transaction falling abortive. We have been advised that you may have the environmental, water and drainage and local authority searches available to purchase and would be much obliged if you could please revert to us with confirmation as we are instructed to act for the new buyers.”
- 18.43 Also on 27 February 2019, at 13.22, Mr Saleem emailed Ms Rodrigues, stating “We received email and wish to know whether you would like electronic copy or hard copy and last time when we spoke to Martin and agreed £100 for it. Please confirm”.
- 18.44 On 28 February 2019:
- At 15.14, Ms Rodrigues replied to Mr Saleem, asking: “Can you confirm which searches you have and the dates of the same?”;
 - At 15.22, Mr Saleem replied: “We have Local Authority, Environmental, Water and Drainage and Chancel dated January 2019”;
 - At 15.26, Ms Rodrigues replied: “Can you please send them electronically and provide your client account details to enable us to transfer the sum of 100 to you”;
 - At 15.36, Mr Saleem replied attaching copies of the KM Searches and stating: “Please use Account details as; Lloyds M Butt S/C: 77-91-45 A/C: 89834368 Ref: Searches”; and
 - At 19.04, Ms Rodrigues replied: “Thank you. We will arranges [sic] a BACS payment tomorrow”.
- 18.45 Nobody at the Firm other than Mr Saleem was copied into the email exchanges referred to above. Mr Saleem accepted during interview that the bank account details he gave were for his own personal bank account and that he received £100 into that account from Tolhurst. Simultaneously to the above, there were ongoing queries between the

Firm and SearchFlow as to whether its invoice for the KM Searches, dated 20 December 2018, had been paid. The details were not material to the present proceedings, save that:

18.46 On 18 March 2019, the Firm agreed to cancel and reissue the cheque it had sent to SearchFlow dated 18 January 2019 for £190, subject to a deduction of £10 for “admin charge”; and the Firm’s accounts records show that on 21 March 2019, £180 was debited against Mr M’s client account for “Searchflow”.

18.47 The SRA submitted that, as a matter of law:

- the KM Searches were Mr M’s property, having been purchased on his behalf with his money, held on trust by the Firm for Mr M;
- any income generated by the KM Searches, such as through their sale to a third party, was likewise Mr M’s property, held on trust by the recipient of that income for Mr M; and
- being under a fiduciary duty to his client, Mr Saleem was under a duty not to make a secret profit from his client’s property.

18.48 The SRA saw no evidence that the £100 received by Mr Saleem from Tolhurst on or around 1 March 2019 was ever:

- paid into the Firm’s client account,
- paid to the Firm by Mr Saleem, or
- otherwise paid to Mr M.

18.49 There was no entry for £100 on the Firm’s client account ledger for KM.

18.50 Mr Saleem stated in his interview with the FIO that, after he received the £100 from Tolhurst, he “gave £100.00 to the Mr [A M] Tramboo. [...] from my pocket because I knew that £100.00, I’d have to pay £100.00 to him.”

18.51 Mr A M Tramboo stated in his witness statement dated 6 August 2021 that:

“I first discovered that Mr Saleem had given his personal bank account details to Martin Tolhurst Solicitors when I went through his emails after his departure.

Selling searches to other solicitors is not, in my experience, common practice in conveyancing and Mr Saleem did not discuss this with me at the time.

In any event, as the client had paid for the searches, any money received for them would be due to the client.

I emphatically deny that Mr Saleem gave me £100 cash in respect of the searches. That is just something I would not do because it is wrong.”

Witnesses**18.52 Abdul Majid Tramboo.**

- 18.52.1 Mr Tramboo said that Mr Saleem had bragged about his skills as a conveyancer and his experience, this was denied by Mr Saleem.
- 18.52.2 He was cross-examined by Mr Skeate regarding the route Mr Saleem would have taken to Monika's office. It was put to Mr Tramboo and denied by him, that he would have seen Mr Saleem walking into Monika's office and being given the blue coloured receipt. Mr Tramboo said this did not happen and in any event the Firm used pink receipts and not blue ones.
- 18.52.3 He said that CCTV cameras covered the public areas of the office and some parts of the individual offices. He had reviewed the CCTV coverage for the relevant date and time but it had not showed anything which would support Mr Saleem's account. Mr Skeate questioned the truth of this assertion and suggested that the fact it showed nothing to support Mr Saleem's account was, in itself, evidence which would have supported the Applicant's case and was therefore highly relevant material. It was put to Mr Tramboo that he had never before mentioned he had reviewed the CCTV recordings rather he had told the SRA investigator that he had only become aware it may be useful after the recordings had been destroyed.
- 18.52.4 As to e-mails, Mr Tramboo said that Mr Saleem had his own e-mail address at the Firm but that he also had access to the generic e-mail account of 'info@mtuk...' and that he would pick up matters which related to his fee earning work from that account. It was put to Mr Tramboo and denied by him that this too was untrue and that fee earners in the firm did not have access to the 'info@mtuk...' It would not have been possible for Mr Saleem to have intercepted a client e-mail before it had been seen by management, including Mr Tramboo.
- 18.52.5 It was denied by Mr Tramboo that the true reason he had dismissed Mr Saleem was because Mr Saleem had stood up to him and challenged his authority in the office. Mr Tramboo said that Mr Saleem had placed him in physical fear and had Mr Billal to the ground. This too was denied by Mr Saleem and Mr Skeate made the point that Mr Billal had refused to attend the hearing and support this suggestion.
- 18.52.6 It was put to Mr Tramboo and denied by him that he was not a man who liked to be challenged and that he had manipulated events so that various clients would seek out Mr Saleem. This had been all part of the vendetta and none of the allegations he had made against Mr Saleem were based in truth.

18.53 Ms Monika Khuruna aka Monika ("Monika")

- 18.53.1 Ms Monika confirmed that she was an employee of the Firm and was its Accounts Manager.

- 18.53.2 Ms Monika confirmed the location of the CCTV cameras in the office and the procedure generally for issuing receipts for cash payments.
- 18.53.3 With regard to the cash payments to Mr Saleem from SS (£700) and UJ (£300) she said that that these cash payments were not given to her by Mr Saleem. She said that she did not handover any pink colour receipts to him to complete. This was not the practice at the firm as every fee-earner had a pink receipt book on their desks. Mr Saleem completed the receipts by himself and issued them to the clients.
- 18.53.4 She said that in the matter of UJ, the blue receipt was not the colour receipt which was approved for use by the firm.
- 18.53.5 She denied she had received cash payments from SS or UJ.
- 18.53.6 Under cross-examination she said that she had no direct recollection of the events in question and relied on the ledgers and bank account information. She denied that she had discussed the matter at any length with Mr Tramboo. She also denied that as an employee of Mr Tramboo she was not an independent witness and that it was likely that Mr Tramboo would have told her what to say and that she would have felt obliged to go along with Mr Tramboo's version of events.

18.54 **Lucy Rodrigues** – statement read.

- 18.54.1 Ms Rodrigues wrote to MT UK Solicitors on the 27 February 2019 to request whether her firm, Tolhursts could purchase the searches they obtained for the previous buyers of a property.
- 18.54.2 She received an email on 27 February 2019 from Mr Saleem requesting confirmation as to whether she would like the hard copy searches or soft copy via e-mail. The sum would be £100.00.
- 18.54.3 On 28 February 2019 she emailed Mr Saleem requesting confirmation of which searches he held and the dates of the same. On the same date Mr Saleem replied stating that he held the Environmental, Water and drainage, Local Authority and Chancel searches dated January 2019. She replied that the searches were to be sent to me via email and requested his client account details to arrange for the payment to be transferred.
- 18.54.4 On the same date sent the bank details (this later transpired to be his personal bank details).
- 18.54.5 On this basis the payment of £100.00 was transferred successfully to the account details provided.
- 18.54.6 Ms Rodrigues confirmed that at no point did she realise that the account details provided were not those of MT UK Solicitors and that she would not have arranged any payment to be sent if she had suspected this to be the case.

Alleged breaches of the Principles and SARS

Allegations 1.1–1.4

18.55 It was said that in each case, UJ, Mr and Ms R, and KM, Mr Saleem personally received client money and failed to pay it without delay into the Firm's client account, thereby breaching rule 14.1. None of the exceptions to rule 14.1 applied.

18.56 *Breach of Principle 2 of the Principles 2011 (integrity)*

18.56.1 In each of UJ and Mr and Ms R cases: Mr Saleem received cash from his clients in circumstances where he knew, or reasonably ought to have known, that the cash remained his client's money.

18.56.2 Notwithstanding the above, Mr Saleem failed to pay the cash he received from his client into the Firm's client account without delay or at all. Mr Saleem treated his client's money as if it was his own. In these circumstances, Mr Saleem's actions lacked integrity when set against the guidance given by the Court of Appeal in Wingate.

18.56.3 In the KM case, Mr Saleem knew, or reasonably ought to have known that:

- the KM Searches had been paid for with his client KM's money and were his client KM's property;
- and any income derived from the KM Searches likewise belonged to his client KM.

18.56.4 Having been asked by Tolhurst for the Firm's client account details, Mr Saleem provided his personal bank account details to Tolhurst in respect of a transaction concerning client property without informing Tolhurst that the details he provided were for his personal bank account and not the Firm's client account.

18.56.5 Mr Saleem failed to pay over, immediately or at all, to the Firm's client account or to his client KM the money he received in his personal bank account from Tolhurst in respect of his sale to Tolhurst of copies of the KM Searches.

18.56.6 In these circumstances, Mr Saleem's actions lacked integrity when set against the guidance given by the Court of Appeal in Wingate.

18.57 *Breach of Principle 4 of the Principles 2011 (Acting in client's best interests)*

18.57.1 In each of UJ, Mr and Ms R, and KM cases, by acting as he did as set out above, Mr Saleem failed to act in the best interests of his clients. It is self-evidently not in the best interests of a client for a solicitor to:

- fail to pay their money without delay into the client account and to treat their money as if it is his own; or

- to make a secret profit from the client's property.

18.58 Breach of Principle 6 of the Principles 2011(public trust)

18.58.1 In each of UJ, Mr and Ms R, and KM cases, by acting as he did as set out above, Mr Saleem acted in ways which undermined the trust the public placed in him and in the provision of legal services. The public's trust in the solicitors' profession will inevitably be undermined if they are aware of instances in which a solicitor:

- receives cash from his clients and fails to pay it without delay into his firm's client account and fails to account to his clients; or
- a solicitor makes a secret profit from his client's property.

18.59 Breach of Principle 10 of the Principles 2011(protect client money and assets)

18.59.1 In each of the SS, UJ, Mr and Ms R, and KM cases, by acting as he did as set out above, Mr Saleem failed to protect his clients' money and assets. His clients' money and assets were not protected because:

- In the cases of UJ and Mr and Ms R, Mr Saleem personally retained client money given to him in cash by his clients rather than paying it into the Firm's client account; and
- In the case of KM, Mr Saleem personally retained client money which was income generated by the client's property rather than paying it into the Firm's client account.

18.60 Dishonesty in respect of Allegations 1.1–1.4

18.60.1 The test for dishonesty is set out in Ivey as quoted above.

18.60.2 In respect of Allegation 1.1, in each of UJ, and Mr and Ms R cases:

- Mr Saleem received cash from his clients in circumstances where he subjectively knew it remained his client's money and should be paid into the Firm's client account.
- Mr Saleem intentionally failed to pay his client's money into the Firm's client account and retained it for himself.

18.60.3 Mr Saleem's conduct was dishonest by the objective standards of ordinary decent people. It is dishonest intentionally to retain money which belongs to another person for oneself in circumstances where one knows the money belongs to the other person and should be paid into a client account.

18.60.4 The SRA submitted that whether Mr Saleem formed the intention before, during, or after receiving cash from his client is irrelevant to the issue of

dishonesty; and in each case, the client's money was never in fact paid into the Firm's client account.

- 18.60.5 Ms Monika Khurana ("Monika"), Accounts Manager at the Firm, confirmed in a statement dated 19 May 2021 that the cash payment from Mr S was "not given to me by [Mr Saleem]". Monika again confirmed in a statement dated 19 May 2021 that the cash payment from Mr J was "not given to me by [Mr Saleem]" and in the Mr J matter "the client has produced a blue receipt, this is not the receipt which is approved for used by the firm".
- 18.60.6 The SRA saw no evidence that Mr Saleem ever paid the £300 he received from Mr and Ms R in or around May 2019 into the Firm's client account. There is no entry for £300 on the Firm's client account ledger for Mr and Ms R.
- 18.60.7 In respect of Allegation 1.2, in the KM case, Mr Saleem knew Tolhurst had asked him to provide the Firm's client account details. Nevertheless, he intentionally provided to Tolhurst the details for his personal bank account and did not tell Tolhurst that the details he provided were for his personal bank account.
- 18.60.8 Mr Saleem's conduct was dishonest by the objective standards of ordinary decent people. It is dishonest intentionally to provide one's own bank account details when asked for the details for a different account.
- 18.60.9 In respect of Allegations 1.3 and 1.4, in the KM case, Mr Saleem subjectively knew the KM Searches had been paid for with his client KM's money and any income derived from the KM Searches likewise belonged to his client KM. Mr Saleem received money in his personal bank account, via bank transfer from Tolhurst, in circumstances where he subjectively knew it remained his client's money and should be paid into the Firm's client account.
- 18.60.10 Mr Saleem intentionally failed to pay his client's money into the Firm's client account and retained it for himself.
- 18.60.11 Mr Saleem's conduct was dishonest by the objective standards of ordinary decent people. It is dishonest intentionally to retain money which belongs to another person for oneself in circumstances where one knows the money belongs to the other person and should be paid into a client account.
- 18.60.12 The SRA submitted that whether Mr Saleem formed the intention before, during, or after receiving the money in his bank account is irrelevant to the issue of dishonesty. KM's money was never in fact paid into the Firm's client account or otherwise handed over to the Firm as there is no entry for £100 on the Firm's client account ledger for KM. Mr A M Tramboo stated "I emphatically deny that Mr Saleem gave me £100 cash in respect of the searches. That is just something I would not do because it is wrong."

Allegations 1.6.1–1.6.3

18.61 *Breach of Principle 1 of the Principles 2019 (upholding the administration of justice)*

18.61.1 Mr Saleem drafted the 25 January 2020 Statement on behalf of his former client UJ. The 25 January 2020 Statement contained the words “The above statement is true to my knowledge and belief”, but despite this, included the following specific misleading statements on behalf of UJ which Mr Saleem knew to be false:

- “Mr. M Saleem [...] immediately paid [the £300] to admin department”;
- “Mr. Saleem on returning from admin office [...] said that Pink receipt[s] were out of stock”;
- I confirm that Mr Saleem after receiving £300 from me immediately deposited to the admin office and I witnessed myself.”

18.61.2 The SRA said that by submitting a copy of the 25 January 2020 Statement to the FIO on 6 May 2021, Mr Saleem intended for the SRA to rely on the 25 January 2020 Statement, despite knowing that some of its contents were materially false.

18.61.3 In acting as he did as set out above, Mr Saleem undermined the rule of law and the proper administration of justice in that he sought for the SRA to be misled during the course of its investigation into his conduct.

18.62 *Breach of Principle 2 of the Principles 2019 (public trust)*

18.62.1 In acting as he did Mr Saleem undermined public trust and confidence in the solicitors' profession and in legal services provided by authorised persons. The public's trust in the solicitors' profession will inevitably be undermined if the public are aware of an instance in which:

- a solicitor drafted a statement on behalf of his former client;
- the solicitor knows that the statement contains material falsehoods which favour his position;
- the solicitor submits a copy of that statement to his regulator in the course of the regulator's investigation into his conduct.

18.63 *Breach of Principle 5 of the Principles 2019 (integrity)*

18.63.1 In the circumstances, Mr Saleem's actions lacked integrity when set against the guidance given by the Court of Appeal in Wingate.

18.63.2 A solicitor acting with integrity would not act in the way Mr Saleem did.

18.64 Breach of Principle 4 of the Principles 2019 (Dishonesty)

- 18.64.1 The SRA referred to the test for dishonesty as set out by the Supreme Court in Ivey.
- 18.64.2 In respect of Allegation 1.6.1 Mr Saleem subjectively knew, when drafting the 25 Jan 2020 Statement, that one or more of the statements which he included in the 25 Jan 2020 Statement, were false; and He included the statement of truth stating, “The above statement is true to my knowledge and belief”.
- 18.64.3 Mr Saleem’s conduct was dishonest by the objective standards of ordinary decent people. It is dishonest deliberately to include in a statement which is to be verified by a 24 statement of truth information that the drafter of the statement knows to be false.
- 18.64.4 In respect of Allegation 1.6.2, Mr Saleem subjectively knew, when he caused his client UJ to sign underneath the statement of truth in the 25 Jan 2020 Statement, that one or more of the statements contained therein, were false. Mr Saleem’s conduct was dishonest by the objective standards of ordinary decent people. It is dishonest deliberately to cause another person to verify a document with a statement of truth when one knows that the document contains false information.
- 18.64.5 In respect of Allegation 1.6.3 when, on 6 May 2021, he submitted a copy of the 25 Jan 2020 Statement to the SRA’s FIO in the course of the SRA’s investigation into his conduct, Mr Saleem subjectively knew that one or more of the statements set out at para 68.2 above, contained therein, were false; and intended for the SRA to rely on the 25 Jan 2020 Statement in the course of its investigation and thereby be misled.
- 18.64.6 Mr Saleem’s conduct was dishonest by the objective standards of ordinary decent people. It is dishonest to attempt to mislead one’s regulator by submitting to it, in the course of the regulator’s investigation into one’s conduct, a document which one knows contains false information.

19. The Respondent’s Case

Mr Tramboo’s control over MT UK

- 19.1 Mr Saleem said the Firm, MT UK was a family-run practice. Mr Tramboo had overall supervision of the whole operation in Hounslow but his main working/billing time was involved in conveyancing. Mr Tramboo’s wife was exclusively an immigration solicitor working only at the Hounslow branch. Mr Tramboo had 2 sons. One, Hamza, was a trainee solicitor who, after qualifying in June 2020 and then specialised in conveyancing at the Firm.

- 19.2 It was a very tightly run firm closely run by Mr Tramboo using his family members. They controlled all the internal practices and procedures of the firm including emails in and out and the monies in and out of the various accounts on a daily basis and that it was very difficult to gain promotion in that kind of structure for an outsider.
- 19.3 As well as running the conveyancing operation, Mr Tramboo was in overall charge of the of MTUK. The practice predominantly dealt with conveyancing matters which made up about 40% of the firm's business.
- 19.4 Mr Saleem said he had known Mr Tramboo's close and extended family for several years as he came from the same region in Indian Kashmir, and they shared the same language and community ties.
- 19.5 Mr Saleem said that when he joined, he did not have great experience in conveyancing and MT UK seemed an ideal firm for him to join because Mr Tramboo was a family friend and an experienced lawyer.
- 19.6 In autumn of 2017 Mr Tramboo came to know about Mr Saleem's search for a supervising solicitor in conveyancing and he persuaded Mr Saleem to accept an offer of employment. Mr Tramboo offered to supervise him in all areas and he would decide which area would be most suitable for him and then help Mr Saleem to develop experience.
- 19.7 Mr Tramboo explained that he would not pay Mr Saleem any salary to start with because he did not know his worth to MT UK at that point, however, he would train him up within 3 months and then Mr Saleem would start earning decent money based on a percentage of what he generated for the company.
- 19.8 Mr Tramboo, and the family members monitored all Mr Saleem's emails in and out together with any telephonic conversations which were all recorded. They would tell Mr Saleem that an email which required his attention had arrived and how and when he was to deal with it. He did not have access to the info@mtuk email address.
- 19.9 All clients visiting Mr Saleem in the office would register upon arrival at a central register in the reception.
- 19.10 All payments, if received from the client in cash, were forwarded to the accounts section which would note it under the instructions of the authorised Director and produce a receipt with a carbon copy. The original was given to the client and a copy was held inside of the front cover of the file. The monies received in cash would be deposited in HSBC bank by Mr Tramboo.
- 19.11 Mr Saleem had morning meetings with Mr Tramboo, as his Supervisor, accounting to him for the previous day's work and noting down new instructions for what was a rolling total of at least 20-25 conveyancing files every day. Mr Tramboo gave instructions on each file which Mr Saleem recorded in his work diary/workbook. It was a mandatory practice in the firm for every employee in the firm to keep a work diary/workbook which was monitored and checked by Mr Tramboo regularly.

- 19.12 As a further example of how closely all work in the Hounslow office was controlled there was constant CCTV footage being recorded. Mr Saleem's duty was to carry out the instructions as given (mostly by Mr Tramboo) without question which he considered as part of his regulatory development in the profession. Mr Saleem had no decision-making authority on behalf of MT UK, and any letter or email correspondence would only go out once Mr Tramboo approved it.
- 19.13 All conveyancing transaction ledgers were always shown to Mr Tramboo in the morning meeting by the admin/accounts clerk, Ms Monika. The deposit receipts and the ledgers were regularly checked by Mr Tramboo and if searches were ordered on his instructions. Exchange of contracts would take place only if Mr Tramboo was satisfied with all pre-requirements.
- 19.14 Decisions for demand for payments were made by the Directors. Mr Saleem said that it could be seen that there was no possibility of anything going wrong within the administration or accounting of the firm that would not be spotted and raised within days due to the close supervision of all cases and particularly finances by Mr Tramboo and it was significant that the issues concerned in his disciplinary matter happened after the date he was dismissed and not even alleged by MT UK for months after they allegedly happened. This supported Mr Saleem's view that the allegations were part of a vendetta against him instigated by Mr Tramboo.
- 19.15 Mr Saleem asserted that in the period after his departure, Mr Tramboo and his son and wife had time and ability to control the files and what was in them; possession of his diary/workbook; time and ability to discuss and agree among themselves on what to say and time and ability to destroy any relevant CCTV footage.
- 19.16 With respect to the physical layout of the office Mr Saleem said he occupied an office area, on the right side of the reception. He sat in an office facing the roadside glass wall and on his right was a screened transparent glass that overlooked the reception area with a door in it which was always to be kept open. All visitors in and out of the reception area could see into his office. Behind his seat, facing his back, was Mr Tramboo's office which had a wall with a see-through glass barrier in the middle, with his working desk and computer facing Mr Saleem's back. Mr Tramboo could, and generally would, watch Mr Saleem throughout the working day, noting his working time including any absences. Mr Tramboo could see the clients' payments and any exchanging or signing of documents, and he could and would knock on the glass to get Mr Saleem's attention.
- 19.17 All Mr Saleem's activities visible to Mr Tramboo and the other Directors and, sometimes, he had to account to them about what documents and monies had been received accounted. Over his head was the CCTV which was recording all the activities of both Mr Saleem's area and the reception. It had a wide scope of recording. There were about five other CCTV cameras installed in the office in the building for each room.
- 19.18 The clients would report at the reception and a note of their name and arrival time was made and solicitors were informed that the client was waiting, and the client was then seen. All financial matters were dealt with by the accounts controlled by Mr Tramboo, his wife and their son Hamza.

Admin office

- 19.19 The office accountant was Monika. All the official documents, ledger books, receipts, letterheads, and other stationery were kept under the strict control of Monika and nobody could have any stationary in their rooms but were required to ask for this from the admin office. Any cash as a deposit received would immediately be accounted for to Monika in the admin office and a receipt would be issued to the clients.
- 19.20 Prior to the present matters Mr Saleem said he had never received any complaint about his work.
- 19.21 He would be called upon to drive Hamza and Mr Tramboo and deliver laundry and food orders to their home. Essentially he was used as a 'gopher' which he found demeaning but he put up with for the sake of developing career and experience.

Dismissal from the Firm

- 19.22 From the date 3 December 2017 to 2 July 2019 he worked under the strict control of Mr Tramboo. He was dismissed from MTUK 40 days after his return from overseas.
- 19.23 This had been the first period of leave he had been able to take whilst working at the Firm. On his return he discovered his position had been downgraded even further and he was told he would be Hamza's assistant and that he would not be handling any files of his own from that point onwards.
- 19.24 On 12 September 2019, Mr Saleem needed to leave work early as he had to pick up 4 children from 2 different schools. Mr Tramboo only reluctantly allowed this and indicated that permission would not be given every day to do this. On the same day Mr Saleem spoke about phone calls he had received from estate agents seeking payments accrued for their referral arrangements. Mr Tramboo considered that Mr Saleem was exceeding the limits that he had set up for him, although Mr Saleem had no clear knowledge about what those were.
- 19.25 Mr Tramboo told Mr Saleem that it was not for him to discuss such matters with the estate agents. He pointed his finger at Mr Saleem and raised his voice so that it could be heard by everyone in the office who came to see what was happening. Mr Saleem asked Mr Tramboo to calm down and to control himself. This appeared to enrage him further and Mr Saleem supposed that Mr Tramboo had felt humiliated and undermined in front of his staff even though it was he who was trying to humiliate Mr Saleem. Mr Tramboo was not used to people standing up to him.
- 19.26 Mr Tramboo told one of his newly appointed employees, Mr Bilal, to physically throw Mr Saleem out of the firm into the street. Mr Tramboo ordered Mr Saleem to leave the room and said that he would make Mr Saleem's life miserable. Mr Saleem believed the allegations he now faced emanated from this incident. Also, Mr Saleem considered that Mr Tramboo may have heard subsequently that Mr Saleem was planning to join another conveyancing firm and he feared he would lose clients.

- 19.27 Mr Saleem said that Mr Tramboo had knowingly and maliciously raised the complaints against him intentionally to destroy his career as a solicitor following an argument on 12 September 2019 that led to Mr Tramboo dismissing him. Mr Tramboo was enraged by Mr Saleem and the way he stood up to him on that occasion and vowed to take his revenge upon Mr Saleem.
- 19.28 Mr Tramboo had repeatedly encouraged clients to pursue Mr Saleem directly and tried to procure them as witnesses. This showed the intent of Mr Tramboo to ruin Mr Saleem.
- 19.29 Mr Saleem noted that there was key evidence that could and should have been made available by Mr Tramboo to the Tribunal which could have decided many of the issues of fact to be determined in the hearing, but which were not provided e.g., CCTV footage from the offices of MT UK

SS

- 19.30 SS was an Indian national working in the UK as a builder. He was picked up and detained by the immigration authorities during a house search raid 2018. As a result, SS became a client of MTUK and represented by Ms Tramboo who passed the matter to Mrs Tramboo to deal with the case and she managed to get him bail. Although Mr Saleem had introduced SS to the Firm he never represented him. However, on occasions, he was asked to help by Mrs Tramboo in forwarding some correspondence.
- 19.31 On 24 August 2018 SS with his sister and brother-in-law attended the Hounslow office to see Mrs Tramboo who took further instructions. Mrs Tramboo charged £1200 to make an asylum application to the Home Office. SS was asked to pay the amount in full however, the family had only £700 in cash on spot and Mrs Tramboo asked Mr Saleem to provide them with a receipt from the admin office which he did whilst the cash payments were still on her table. SS was required to pay the remaining £500 in a few days, which he did, and the total sum of £1200 was banked on 28 August 2018.
- 19.32 It had been alleged by the Applicant that Mr Saleem had taken the £700 for himself and this was supported by evidence from Mr Tramboo in a statement he made confirming that an invoice dated 28 August 2018 was settled by receipt of the whole amount of £1,200 on the same day. The £700 paid by SS on 24 August 2018 was not used in part settlement of the invoice. SS raised the matter with the firm in September 2019, after Mr Saleem's departure.
- 19.33 On 26 September 2019 SS confirmed to Monika that he had handed £700 cash to Mr Saleem on 24 August 2018. In a meeting on 1 October 2019, Mr Tramboo told SS that the firm had no record of receiving the money which SS had paid to Mr Saleem and that he should take it up direct with Mr Saleem
- 19.34 Mr Saleem said that this matter was only raised nearly a year and 2 months later. SS has not made any complaint nor pursued him for the fictitious £700 despite being urged to do so by Mr Tramboo. SS was asked by MT UK to give a statement, but he refused.
- 19.35 In the event, this part of the allegation was withdrawn by the Applicant following service of Mr Saleem's statement. As a result of the information contained therein, the Applicant made further enquiries with Mr and Mrs Tramboo and on 31 January 2023,

Mrs Tramboo confirmed that she received £1,200.00 in cash from Mr Saleem following a meeting with SS and this money was duly deposited in the Firm's bank account on the following working day being, 28 August 2018.

- 19.36 On 1 February 2023, Mr Tramboo confirmed that the Firm did not have a receipt for £1,200.00 cash received from SS on 27 August 2018 and as a result of the answers to its further enquiries, which arose from Mr Saleem's Answer and witness statements filed in December 2022 and January 2023, it no longer appeared to the Applicant that there was evidence to support the allegation that Mr Saleem failed to account for the £700 he received from SS on 24 August 2018.
- 19.37 Mr Saleem submitted that this was significant due to the similarities between the allegations made, and evidence given by Mr Tramboo and this matter.

UJ

- 19.38 Mr Saleem admitted he accepted £300 as a deposit from UJ asserted that he properly receipted this and gave this to Monika. Mr Saleem said that the blue receipt he used was provided by Monika as a pink receipt was not to hand as they had run out. He had been watched by Mr Tramboo through the glass partition. The allegation that he kept this money for himself was wrong. Further and additionally, Mr Saleem denied deliberately creating a misleading witness statement from UJ.
- 19.39 Mr Saleem accepted that, in hindsight, this witness statement was poorly worded and capable, if not likely, to give an inaccurate impression that UJ directly witnessed Mr Saleem give the £300 to Monika but the circumstances of his taking that statement together with the fact that English is not Mr Saleem's first language and his lack of experience in taking witness statements explained the error and militated against any allegation of impropriety in this instance.
- 19.40 UJ read this statement and corrected it before signing it. UJ did not come forward to confirm any evidence he could give regarding this matter nor to be cross-examined on what he has said about it in the past.
- 19.41 In cross-examination he denied that he had not deposited £300 with the Firm and that if it had a pink receipt would have been provided. It was put to Mr Saleem that there was no evidence that the Firm had ever used blue receipts and it was a lie to say that the Firm had run out of pink receipts.
- 19.42 He denied that he was lying about matters which occurred in the Tesco car park and he had provided inconsistent accounts as to what had taken place. He denied that he had pre-drafted UJ's statement and that its contents had been a fabrication to cover the fact he had taken £300 from UJ which he had not credited to the Firm's client account as he should have done.

KM

- 19.43 Mr Saleem was instructed and directed by Mr Tramboo to provide his own bank details to Tolhursts because these were fees arising from an abortive sale which could not be paid into the client account as it was not client money.

- 19.44 Mr Saleem acted on Mr Tramboo's assurance that this was permissible, and that the money could be recovered from Mr Saleem's salary. At the time this occurred Mr Saleem was completely subordinate to Mr Tramboo who provided a plausible rationale for Mr Saleem to do this and Mr Saleem, at that time lacked the experience to be able to recognise that this was wrong and to refuse to do what Mr Tramboo told him to do.
- 19.45 Mr Saleem denied in cross-examination that his account was not credible, and he was lying by suggesting that Mr Tramboo had told him to use his own bank account. He denied that he had given inconsistent accounts about the receipt of this money.
- 19.46 He denied that contrary to his account he had had access to the @info email address where he had seen the e-mail from Ms Rodrigues at Tolhursts and he had taken that opportunity to provide his own bank details to Tolhursts.

Mr and Mrs R

- 19.47 Mr Saleem denied ever having taken £300 or any other monies from Mr and Mrs R.
- 19.48 With respect to this allegation the purported evidence came from their daughter who had not directly witnessed or been a party to any of the alleged events. She had provided no statement and not been called to give evidence. Her account of matters was hearsay or even double hearsay, and the Tribunal was be invited to attach little or no weight to such evidence.
- 19.49 It was put to Mr Saleem and denied by him in cross-examination that he had taken an unwarranted £300 from Mr R and had attempted to conceal this fact from Mr Tramboo and the Firm.
- 19.50 It was put to Mr Saleem, and denied by him, that his accusations regarding Mr Tramboo's control over the Firm and his control over Mr Saleem were convenient exaggerations or wholly untrue to cover over his own misconduct. Mr Hopkins said it was not credible that Mr Tramboo would go to the lengths suggested by Mr Saleem to spy on his work, prevent his access to the @info email address and set clients after Mr Saleem all on the basis of a supposed vendetta arising from the incident on 12 September 2019.

Respondent's Witnesses

19.51 Ajmal Jabarkhil

- 19.51.1 Mr Jabarkhil said he had been present when MR had accosted Mr Saleem in the Mosque and demanded £300 from him. He was present when Dr Ul Haq had intervened and paid Mr R £300 from his own wallet.
- 19.51.2 It was put to him by Mr Hopkins that he had not prepared his own witness statement and that it had been typed for him by Mr Saleem as it appeared very similar to the witness statement of Dr Ul Haq (Dr Ul Haq did not give evidence) as it used the same font and spacing. This was denied by

Mr Jabarkhil who said that he had prepared the statement himself and used his own printer.

19.52 Dr Ul Haq – statement read.

19.52.1 Dr Ul Haq confirmed that he had witnessed events outside the Mosque when Mr Saleem was held by a man who he came to know as Mr R and demanding money. Dr Ul Haq was approaching from the car park into the mosque along with his friend Mr Jabarkhil. There were other people also coming to the mosque for the prayers. Every person in the centre knows Mr Saleem as a ‘thorough gentleman’ and they saw him regularly in the centre in the evenings.

19.52.2 Mr R was shouting and abusive to Mr Saleem and grabbing his jacket. Any reasonable person would have felt embarrassed and would try to help in the situation and this is what Dr Ul Haq did and he pulled out £300 from his pocket and paid Mr R who did not feel any shame taking monies from him and he grabbed the money and ran away without going into the Mosque to pray.

19.53 Alexey Andreevich Malkin

19.53.1 He said that instructed MT UK in February 2019 to act in a property purchase and he was assisted by Mr Saleem.

19.53.2 Having been satisfied with the service he received he contacted the Firm again on 14 November 2022 at 9:30 am to speak to Mr Saleem in relation to another matter. He was told that Mr Saleem no longer worked at the Firm.

19.53.3 Mr Malkin managed to contact Mr Saleem and found out from him about the circumstances in which he left MT UK. He was shocked to find this out. During the discussion, it transpired that one of the allegations related to a matter in which Mr Malkin was a witness.

19.53.4 He reminded Mr Saleem of one morning when he, Mr Malkin, paid monies to the owner Mr Tramboo He recalled that on a morning in March 2019 Mr Tramboo came straight into the room where Mr Malkin was sitting with Mr Saleem. Mr Tramboo enquired about some payments (£100) from Mr Saleem and asked him to pay it to him there and then without any further delay. Mr Malkin recalled that Mr Tramboo was wearing black trousers and a white shirt, he appeared to be ‘quite hyper’ and was asking Mr Saleem “Where’s my money? Where’s my money?”

19.53.5 Mr Saleem was a bit surprised and searched his wallet and paid him in Mr Malkin’s presence. Mr Saleem handed over 4 or 5 £20 notes. Mr Malkin had had no idea what was going on or why Mr Tramboo had been so excitable.

- 19.53.6 In cross-examination Mr Malkin confirmed that Mr Saleem had typed his statement and he, Mr Malkin, read it through and signed it. He said he was sure about the date the events he recalled because it had coincided with Women's Day which is a Russian national holiday and occurs on 8 March each year.
- 19.53.7 Mr Malkin confirmed that he was telling the truth and that he had no reason to come to the Tribunal and lie on Mr Saleem's behalf.

Closing

- 19.54 Mr Skeate said that the case involved, almost exclusively, matters of fact rather than law. It was for the Tribunal to assess the evidence and credibility of the witnesses and then make appropriate findings.
- 19.55 In his submission Mr Skeate said that the allegations had not been made out.
- 19.56 As a general proposition, Mr Skeate submitted that the allegations against Mr Saleem were implausible. They emanated from Mr Tramboo's sense of grievance against Mr Saleem for daring to challenge him on 12 September 2019 and when looked at objectively they made no sense and the evidential threshold of the balance of probabilities had not been met in this case.
- 19.57 One or other of Mr Tramboo and Mr Saleem was a liar, and it was up to the Tribunal to decide which one it was. If the Tribunal was not able to decide who was lying, then it was its duty to dismiss the case as it was for the Applicant to prove its case.
- 19.58 Mr Tramboo was a demonstrable liar. He had lied when he said he had never received any cash from Mr Saleem as there was objective evidence that he had received £100 cash from Mr Saleem regarding the searches sold to Tolhurst. This had been witnessed by Mr Malkin, an entirely independent and disinterested witness. Mr Malkin recalled Mr Tramboo being rude and mockingly aggressive towards Mr Saleem and this was exactly how Mr Saleem had described Mr Tramboo.
- 19.59 This was a serious case in which dishonesty was alleged. Essentially, dishonesty was an allegation which was easily made but not easily defended and something which, if proved, could be career ending.
- 19.60 To illustrate this point Mr Skeate referred the Tribunal to the decision of Mann J in Mortgage Agency Services Number One Limited (trading as Britannia Commercial Lending) v Cripps Harries LLP [2016] EWHC 2483 (Ch).
- 19.61 In this case the claimant alleged that various misrepresentations were made about works at a number of properties, the existing loan and the arrangements relating to the properties themselves.
- 19.62 The Court found that the first solicitor involved was inexperienced and sometimes careless, but that she had not been dishonest and had not intended to mislead and that there was no evidence of dishonesty on the part of the legal executive. The Court also commented that the claimant had been so focussed on making a recovery on what had

been a disastrous loan that it attributed a dishonest motive to every feature of the case and brought some allegations which probably should not have been made. A reminder of how careful a party must be when alleging fraud.

19.63 This case also considered the question of motive and Mr Skeate referred the Tribunal to paragraph 88 of the judgment as follows:

“Of particular relevance to a case of fraud such as the present is the question of motive. By and large dishonest people are dishonest for a reason. They tend not be dishonest wilfully or just for fun. Establishing a motive for deceit, or conspiracy, is not a legal requirement, but if a motive cannot be detected or plausibly suggested then wrongful intention (to tell a deliberate lie in order to deceive) is less likely. The less likely the motive, the less likely the intention to deceive, or to conspire unlawfully. In many, if not most, fraud cases this would not be a particularly live point. The defendant is often a person who would be a direct beneficiary of the fraud, and a plausible motive is, to that extent, relatively easily propounded. The present case is, however, different.”

19.64 Mr Skeate submitted that Mr Saleem had no motive to take the money and he also referred the Tribunal to decisions of the Administrative Court in which the issue of motive was again considered.

19.65 In David Alan Webb and Solicitors Regulation Authority [2013] EWHC 2078 (Admin) the Court declined to quash a decision of the Solicitors Disciplinary Tribunal's that a solicitor had been dishonest in circumstances where no motive and or the certainty of discovery was apparent, however, the counterpoint to this case was the decision in Fish v General Medical Council [2012] EWHC 1269 (Admin) wherein Foskett J, considered the line of cases stating a Panel at first instance is in the best position to assess the reliability of witnesses and evidence before it and that a higher Court would be very slow to interfere with such a decision.

19.66 In Fish the starting point with regard to dishonesty was that a ‘registrant’ of good character is most unlikely to act dishonestly, and Panels must take care when considering an allegation as serious as dishonesty. They should put their minds to the ‘registrant’s’ motive and indeed whether there is one.

19.67 In the present matter the total sum of money in issue was £700, which in the scheme of things was a low amount and not a sum to risk one’s carer upon. Mr Saleem had no motive to do so, he did not have addictions to gambling, or alcohol or drugs which may have caused him to take the money.

19.68 Mr Skeate submitted that the circumstances set out by the Applicant were implausible and the taking of the money would have inevitably been discovered in short order and traced back to him. This was more so given Mr Tramboo’s tight control over the Firm and it was significant that the alleged misconduct only came to light sometime after Mr Saleem had been dismissed by Mr Tramboo.

19.69 Whilst it was not incumbent upon Mr Saleem to prove anything in his defence the delay in matters surfacing was, in Mr Skeate’s submission, indicative evidence of fabrication due to a vendetta pursued by Mr Tramboo against Mr Saleem. Mr Skeate asked the

Tribunal to recall the calm way in which Mr Saleem gave his evidence under cross-examination and to contrast this with Mr Tramboo. Mr Saleem's demeanour was entirely incongruent with the picture painted of him by Mr Tramboo as a person who caused a violent altercation and had attacked Billal, pushing him to the ground. This had been an unlikely scenario but one very easily proved had Mr Billal attended before the Tribunal to give evidence. He did not and neither did he provide a witness statement.

- 19.70 Mr Tramboo lied about the violent altercation, and he lied about other matters.
- 19.71 In his evidence Mr Tramboo took semantic points and gave evasive and dissembling answers to the questions put to him in cross-examination. He showed his true character as a blustering and overbearing man who was used to getting his own way.
- 19.72 With respect to Mr Tramboo's credibility, he had made 12 allegations to the Applicant relating to Mr Saleem's conduct but only 3 had had any traction with the Applicant. The 9 which did not crystallise into allegations made by the Applicant were based on falsehoods and matters which upon investigation by the Applicant were revealed to be so. As an example, the allegation regarding SS, dissolved on further investigation by the Applicant, as did Mr Tramboo's credibility and reliability as an honest witness under cross-examination.
- 19.73 Further, the issue of the CCTV and Mr Tramboo's evidence that he had viewed the CCTV and it had not showed anything. This was a fact which he had never before told the Applicant. Mr Tramboo had had no response when asked why he did not hand the CCTV recordings to the Applicant. Mr Skeate said that Mr Tramboo was an experienced solicitor and he would have known that the CCTV recording would have been evidentially important and it would have rendered as irrelevant the speculation as to what did or did not happen with UJ's cash payment.
- 19.74 On the balance of probabilities, it was more likely than not that the events regarding UJ's payment happened as Mr Saleem said they happened i.e., he took the money to Monika's room paid it to her and she gave him a blue receipt. It had been clear from Monika's evidence that she had no direct recollection of the alleged events; that she was entirely reliant on the ledgers and the bank statements to recall events. She too had been evasive and reluctant to answer questions and that she was likely under Mr Tramboo's influence.
- 19.75 The blue receipt was produced by the same company which made the pink receipts, and they were identical save for the colour. Mr Saleem said that the Firm had run out of pink receipts. It was implausible that Mr Saleem would plan this fraud yet make a fundamental error by obtaining for himself blue receipts instead of pink ones.
- 19.76 Mr Skeate in terms said that the hallmark of the Applicant's case was implausibility and the paucity of evidence. UJ had refused to give evidence, as did Ms Rodrigues, and the evidence regarding the Mr and Mrs R matter was supported on a tenuous basis by double hearsay from their daughter.

- 19.77 In the circumstances, Mr Skeate submitted that the Tribunal should place little or no weight on evidence from any witness who had not attended the hearing. It would run contrary to natural justice to accord weight to the evidence of such witnesses when Mr Saleem had had no opportunity to test that evidence in cross-examination.
- 19.78 In contrast, all of Mr Saleem's witnesses were independent. Each had attended at the Tribunal to give evidence on his behalf and be cross-examined on their accounts. They had presented credible and reliable evidence.
- 19.79 Only Dr Ul Haq was prevented from doing so by reason of not being in the UK, yet his evidence had been consistent with Mr Jabarkhil's evidence and it was open to the Tribunal to decide what, if any, weight to place on his evidence.
- 19.80 As to the issue of dishonesty, Mr Saleem denied acting dishonestly as alleged or at all and Mr Skeate reminded the Tribunal of the legal test for dishonesty as set out in Ivey v Genting Casinos [2017] UKSC 67. In short, although the test is objective, in the sense that the Tribunal must decide whether a solicitor was dishonest by applying the objective standards of ordinary decent people, that objective decision must be based on the solicitor's state of mind at the time the conduct occurred.

20. The Tribunal's Findings

- 20.1 The Tribunal carefully considered all the evidence presented to it and reminded itself with respect to all the allegations that the Applicant must prove its case on the balance of probabilities; Mr Saleem, was not bound to prove that he did not commit the alleged acts and that great care must be taken to avoid an assumption (without sufficient evidence) of any deliberate failure or act on his part.
- 20.2 In accordance with Rule 5 of The Solicitors (Disciplinary Proceedings) Rules 2019, as amended by The Solicitors (Disciplinary Proceedings) (Amendment) Rules 2020, the Tribunal applied the civil standard of proof.
- 20.3 As a general observation the Tribunal did not find Mr Tramboo or Monika to be convincing witnesses of fact and placed little or no reliance upon their testimonies.
- 20.4 With respect to the individual allegations the Tribunal made findings of primary fact detailed below.

Allegations

- 20.5 **Allegation 1.1 - Between in or around May 2019 and 12 September 2019, he failed properly, or at all, to account for money received from any or all of his clients UJ and Mr and Ms R.**
- 20.5.1 With respect to UJ Mr Saleem accepted that he had received £300 cash from UJ when UJ had attended the Firm on 13 Aug 2019 and handed over cash to him.
- 20.5.2 Mr Saleem accepted he wrote a receipt to UJ for the £300 cash and gave the requisite copy to Monika. He said that the blue receipt he used was provided to him by Ms Monika.

- 20.5.3 Ms Monika could not recall the event with accuracy, Mr Tramboo had not retained the relevant CCTV footage and UJ did not attend the Tribunal to give evidence and allow himself to be cross-examined, therefore only limited weight could be given to his evidence.
- 20.5.4 On the face of it there was a receipt on file which accounted for the £300 cash from UJ. While it was said that it was not usual for the Firm to issue blue receipts Mr Saleem's explanation could not be gainsaid in the absence of persuasive evidence from the Applicant which made this part of the allegation more likely than not to have occurred.
- 20.5.5 With respect to Mr and Mrs R, again the evidence in support of the allegation was weak, resting on an e-mail sent by their daughter to Hamza Tramboo on 10 September 2019. The daughter provided neither a statement nor attend at the Tribunal to give evidence. Her account was hearsay and there was limited weight to which the Tribunal could apply to it and certainly nothing which would cross the requisite threshold of the balance of probabilities.
- 20.5.6 There was an incongruity in the evidence which was not resolved to the Tribunal's satisfaction namely that the Firm would not carry out work unless it had the required funds, yet the Firm appeared to have carried out work for Mr R despite there being a £300 shortfall in the fees as per Hamza's attendance note of 24 October 2020. It was not sufficiently clear to the Tribunal why the Firm would have made an exception to its usual practice in this particular instance by carrying out work with the risk that its full fees were not covered.
- 20.5.7 Finally, as the Tribunal did not hear from of Dr Ul Haq it applied little weight to his statement.
- 20.5.8 The Tribunal did not find allegation 1.1 proved to the relevant standard, namely the balance of probabilities.
- 20.5.9 Having not found factual matrix proved in allegation 1.1 the Tribunal did not go on to consider the alleged breaches of the Principles 2011 or SAR.
- 20.6 **Allegation 1.2 - On or around 28 February 2019, having been asked by Martin Tolhurst Solicitors ("Tolhurst") for the Firm's client account details so that Tolhurst could make a payment in exchange for copies of conveyancing searches paid for and owned by his client KM, he provided his personal bank account details to Tolhurst instead of the Firm's client account details.**
- Allegation 1.3 - On or around 1 March 2019, he received money from Tolhurst into his personal bank account.**
- Allegation 1.4 - Between 28 February 2019 and 12 September 2019, he failed properly, or at all, to account for the money received from Tolhurst, which belonged to his client KM.**
- 20.6.1 Mr Saleem accepted that the bank account details he provided to Tolhurst were for his personal bank account.

- 20.6.2 He accepted that he received the money into his personal bank account.
- 20.6.3 The Tribunal treated Mr Saleem's acceptance of the facts in 1.2 and 1.3 as admissions properly made.
- 20.6.4 With respect to 1.4 the Tribunal found that Mr Saleem did not account to his client, KM, for the £100 received from Tolhursts. This money had belonged to KM. This allegation was found proved to the requisite standard.
- 20.6.5 Having accepted the admissions to allegations 1.2 and 1.3 and found allegation 1.4 proved the Tribunal next considered the breaches of the Principles 2011 and SAR set out in allegations 1.5; 1.51 and 1.5.
- 20.6.6 The Tribunal found that by not paying the £100 into the client account Mr Saleem had breached Rule 14.1 of the SAR which requires that client money must without delay be paid into a client account, and must be held in a client account, except when the rules provide to the contrary. There were no circumstances in this case which militated against this finding.
- 20.6.7 Allegation 1.5.2 pleaded breaches of Principles 2, 4, 6 and 10 of the Principles 2011 (the "2011 Principles").

Breach of Principle 2 (integrity)

- 20.6.8 The Tribunal was satisfied that Mr Saleem knew, or reasonably ought to have known that the KM Searches had been paid for with his client KM's money and were his client KM's property and that any income derived from the KM Searches also belonged to his client KM.
- 20.6.9 Having been asked by Tolhurst for the Firm's client account details, Mr Saleem provided his personal bank account details to Tolhurst in respect of a transaction concerning client property without informing Tolhurst that the details he provided were for his personal bank account and not the Firm's client account.
- 20.6.10 Mr Saleem failed to pay over, immediately or at all, to the Firm's client account or to his client KM the money he received in his personal bank account from Tolhurst in respect of his sale to Tolhurst of copies of the KM Searches.
- 20.6.11 In these circumstances, Mr Saleem's conduct did lack integrity when set against the guidance given in Wingate.

Breach of Principle 4 of the Principles 2011 (Acting in client's best interests)

- 20.6.12 In the case of KM Mr Saleem failed to act in the best interests of his clients and the Tribunal found also to the requisite standard that it was not in the best interests of a client for a solicitor to fail to pay their money without delay into the client account and to treat their money as if it is his own; or to make a secret profit from the client's property.

Breach of Principle 6 of the Principles 2011(public trust)

20.6.13 By acting as he did in the case of KM the Tribunal found that Mr Saleem acted in a way which undermined the trust the public placed in him and in the provision of legal services. The public's trust in the solicitors' profession is undermined if they are aware of instances in which a solicitor receives cash from his clients and fails to pay it without delay into his firm's client account and fails to account to his clients; or a solicitor makes a secret profit from his client's property.

Breach of Principle 10 of the Principles 2011(protect client money and assets)

20.6.14 In the case of KM the Tribunal found that Mr Saleem failed to protect KM's money and assets. His clients' money and assets were not protected because in the case of KM, Mr Saleem retained client money (although the Tribunal found this was later paid to Mr Tramboo) which was income generated by the client's property rather than paying it into the Firm's client account.

Dishonesty in relation to allegations 1.2 -1.4

20.7 Having found the factual matrix in the above allegations proved to the requisite standard, namely on the balance of probabilities, the Tribunal considered whether Mr Saleem had acted dishonestly in each of those allegations.

20.8 When considering the allegations of dishonesty, the Tribunal applied the test in *Ivey*. The test for dishonesty was set out at paragraph [74] of the judgment in that case, and accordingly the Tribunal adopted the following approach:

- First, the Tribunal established the actual state of Mr Saleem'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;
- Second, once the actual state of Mr Saleem's knowledge or belief as to the facts had been established the Tribunal next considered whether his conduct would be thought to have been dishonest by the standards of ordinary decent people.

20.9 The Tribunal considered Mr Saleem's state of knowledge at the material time Mr Saleem was acting under the instruction and direction of Mr Tramboo to provide his own bank details to Tolhursts for the reasons set out in his evidence. At the time this occurred Mr Saleem was completely subordinate to Mr Tramboo who had provided to him what, at the time, appeared to be a plausible rationale for doing so. This would have been a charged and pressured situation for Mr Saleem and the Tribunal accepted that Mr Saleem genuinely believed that what his supervisor, Mr Tramboo, was telling him to do was permissible.

20.10 Mr Saleem had delayed in properly accounting for the money, however, there was ambiguity in the evidence relating to whether Mr Saleem believed the £100 would be provided to the Firm via a deduction from his salary. In any event the money was paid to Mr Tramboo and the Tribunal did not consider that Mr Saleem had formed any dishonest intent with respect to retention.

- 20.11 The Tribunal found that ordinary decent people, knowing the circumstances would not have regarded Mr Saleem as acting dishonestly in these circumstances.
- 20.12 Accordingly, the Tribunal did not find, on the balance of probabilities, that Mr Saleem had acted dishonestly with respect to allegations 1.2-1.4.
- 20.13 **Allegation 1.6.1 - In around January 2020, he handwrote a misleading statement on behalf of his former client UJ, in relation to his receipt of money from UJ in August 2019, which included a statement of truth stating, “The above statement is true to my knowledge and belief”.**

Allegation 1.6.2 - On or around 25 January 2020, he caused his former client UJ to sign the statement referred to in allegation 1.6.1 above.

Allegation 1.6.3 - On 6 May 2021, after the SRA’s commencement of its investigation into his conduct and its notification to him of the same, he submitted a copy of the signed statement referred to at allegation 1.6.2 above to the SRA’s forensic investigation officer.

Allegation 1.6.4 - In relation to any or all of allegations 1.6.1–1.6.3 above, he breached any or all of Principles 1, 2, 4 and 5 of the SRA Principles (the “2019 Principles”).

- 20.13.1 The Tribunal considered all the evidence with respect to UJ.
- 20.13.2 UJ had not given evidence before Tribunal nor submitted his account to be critically appraised in cross-examination. In the absence of cogent and compelling evidence supportive of the allegation Tribunal did not find the factual matrix of allegation 1.6.1 proved to the requisite standard.
- 20.13.3 The Tribunal found the factual matrix in allegations 1.6.2 and 1.6.3 proved, however, these relied upon an adverse finding in allegation 1.6.1 the Tribunal did not go on to consider the alleged breaches of the Principles 2019 in allegation 1.6.4.

Dishonesty in relation to allegations 1.6.2 and 1.6.3

- 20.14 Given its findings set out above with respect to these allegations the Tribunal applied the necessary test for dishonesty and did not find dishonesty proved to the required standard.

Previous Disciplinary Matters

21. There were no previous findings.

Mitigation

Respondent Submissions

22. Mr Skeate noted the Tribunal's findings and observed that the Tribunal did not find dishonesty proved. Whilst not minimising the seriousness of those matters which had been found proved this case had reduced in its factual reach to the circumstances surrounding the receiving and retention of £100.
23. Mr Skeate said that the reality of the situation was that at all material times this money had been under the effective control of Mr Tramboo as he had manipulated the power differential between himself and Mr Saleem and used the latter's lack of experience to his own advantage.
24. Mr Saleem had raised his concerns over providing his bank details to Tolhursts but he was given an explanation by Mr Tramboo which appeared plausible at the time but was, on reflection, non-sensical and contrary to the rules and good practice. The fact that Mr Saleem went along with Mr Tramboo's idea was indicative of the power which Mr Tramboo wielded over Mr Saleem and which overborne his rational will and good instincts as a solicitor. This went to Mr Saleem's level of culpability which, Mr Skeate argued, was at a lower level.
25. Further, the £100 had remained in Mr Saleem's account for less than 24 hours and he handed the money to Mr Tramboo as soon as he was practicable. Whilst at the time it had not been clear to him that this had been client money, Mr Saleem now accepted this was a breach of the rules and by the findings made by the Tribunal it was a serious matter and he apologised to the Tribunal, the profession and wider public for his misconduct.
26. Mr Saleem had learned from the bitter experience and such conduct on his part would not be repeated.
27. Mr Saleem had taken positive steps to ensure that he would not find himself in the same position in the future and he had attended relevant courses provided by the SRA including a 3-day course on Anti-Money Laundering. He had also educated himself by reading decisions of the Tribunal in order to avoid the pitfalls to which others had succumbed.
28. Mr Saleem now had a mentor, a senior solicitor, who he could call for advice and assistance.
29. Mr Skeate asked the Tribunal to bear in mind Mr Saleem's hitherto unblemished record. He said that the present matter which had been hanging over Mr Saleem's head had prevented him from obtaining work as a solicitor as he had wanted matters settled before seeking work in the profession. This had, in essence, been a self-imposed period of suspension and Mr Skeate asked the Tribunal to factor this into its consideration upon the appropriate sanction which he suggested should not be a suspension but a lesser sanction such as a fine.

30. Mr Skeate apologised to the Tribunal as Mr Saleem had not lodged a statement of his means and he asked the Tribunal's indulgence to do so that day.
31. Mr Hopkins objected to this course on the basis that Mr Saleem had, under the standard directions, been obliged to serve his statement of means on the Applicant and the Tribunal but he had failed to do so. There had been no good reason for him not to have done so and permission for him to serve it at such a late stage should not be granted by the Tribunal or if permission was granted then the Tribunal should not accord this information with full weight.
32. Mr Skeate said Mr Saleem would be prepared to give his evidence as to means on oath and he also referred the Tribunal to the principles set out in Denton v. White [2014] EWCA Civ 906 regarding relief from sanctions due to breach.
33. The judgment in Denton urged a more proportionate and just approach to sanctions, encouraging parties to co-operate and address minor defaults between themselves. There was a 3-stage test in Denton to aid applications for relief from sanctions which would otherwise be dealt with unjustly.
34. The 3-stage test introduced in Denton requires the court to:
 - Identify and assess the seriousness and significance of the non-compliance;
 - Consider why the breach occurred;
 - Evaluate all circumstances of the case so the application is dealt with fairly.
- 34.1 At stage 1, discretion will be exercised to ascertain whether the breach is serious or significant. Serious or significant breaches may include the failure to pay court fees and the failure to comply with an unless order, but are by no means limited to these. At this stage, sanctions should be considered separately in cases where there are multiple breaches. If it is decided at this stage that the breach in question is neither serious nor significant then there is no need to consider the other 2 stages or to issue an application.
- 34.2 If the breach is considered serious or significant, the second stage will assume greater importance and the court will assess why the breach occurred. Trivial reasons, such as simple mistakes or merely overlooking a deadline, are unlikely to be considered good enough reasons for the occurrence of a significant or serious breach.
- 34.3 At the third stage, the court should consider all circumstances of the case. These include whether the sanction imposed is proportionate to the breach, how long after the breach occurred before the application for relief from sanctions was made and whether other current or previous breaches have been committed.
35. In Mr Skeate's analysis the default in serving a statement of means was serious, however, there had been good reason for the default. Mr Saleem had been a litigant in person and he had been under significant pressure. In all the circumstances it was just and fair to grant relief by allowing him to provide evidence of his means. This would assist the Tribunal and not prejudice the Applicant.

36. The Tribunal agreed with Mr Skeate and granted permission for Mr Saleem to present information regarding Mr Saleem's means on the basis that this would assist the Tribunal in coming to a just and proportionate decision on sanction. That said, the Tribunal reserved its position on the weight it would attach to this information.
37. Having taken instructions Mr Skeate told the Tribunal that Mr Saleem's earnings were variable and obtained through piecemeal work not related to the law and he earned on average about £1,500 per month.
38. He had a family to support. His wife was ill and he had 3 children, one of whom was at medical school. There was nothing left over at the end of the month, and he was usually in debit. The house which was subject to an interest only mortgage was worth in the region of £350,000. He had no investments.

Sanction

Applicant's Submissions on Sanction

39. Mr Hopkins asked for permission to be heard on sanctions.
40. The application was refused by the Tribunal on the basis that it would not be assisted by such submissions as this was not a factually or legally complex matter nor had it raised any novel issues. The Tribunal was therefore competent to consider sanction in its usual way.
41. The Tribunal had regard to the observation of Sir Thomas Bingham MR (as he then was) in Bolton v Law Society [1994] 1 WLR 512 that the fundamental purpose of sanctions against solicitors was:

“to maintain the reputation of the solicitors' profession as one in which every member, of whatever standing, may be trusted to the ends of the earth”.
42. The Tribunal considered the Guidance Note on Sanction (10th Edition June 2022) (“the Sanctions Guidance”). The Tribunal was mindful of the three stages it should follow when approaching sanction, namely the seriousness of the misconduct, the purpose for which sanctions are imposed by the Tribunal, and the sanction which appropriately fulfils that purpose in light of the seriousness of the misconduct.
43. The Tribunal assessed the seriousness of the misconduct by considering the level of Mr Saleem's culpability and the harm caused, together with any aggravating or mitigating factors.
44. The Tribunal found Mr Saleem's motivation had been to act on the instructions of Mr Trambo, his supervisor and more experienced solicitor. This had been a spontaneous and ill-considered decision on Mr Saleem's part.
45. There was no direct breach of trust, however, Mr Saleem did have responsibility for his misconduct. His level of experience was not great, yet he did have 3 ½ years' experience and he should have acted on his instincts and not allowed his bank details to be used.

46. In the light of the Tribunal's factual findings Mr Saleem did not mislead his regulator.
47. He had given the £100 cash to Mr Trambo with 24 hours of it being placed into his bank account. Whilst there had been no direct harm, the Tribunal had made a finding of lack of integrity and the consequential damage to the reputation of the profession by Mr Saleem's misconduct was not insignificant and his conduct was a departure from the complete integrity, probity and trustworthiness expected of a solicitor.
48. The extent the harm was reasonably and entirely foreseeable by Mr Saleem, albeit he may not have had a clear knowledge of his actions due to the pressure placed upon him by Mr Trambo.
49. The Tribunal next considered aggravating factors. The Tribunal had not found dishonesty on Mr Saleem's part and there was no evidence that Mr Saleem had taken advantage of a vulnerable person or that he had deliberately targeted a vulnerable person or indeed that his misconduct had been motivated by, or demonstrated hostility, based on any protected or personal characteristics of a person.
50. There had been no abuse of his power, no misconduct involving violence, bullying; coercion by him, rather he had been, to some extent, the recipient of such treatment.
51. There was no concealment of wrongdoing and no evidence that Mr Saleem had sought to place the blame for the misconduct others save for the matters raised in his defence and mitigation. However, the misconduct was such that Mr Saleem knew or ought reasonably to have known that the conduct complained of was in material breach of obligations to protect the public and the reputation of the legal profession.
52. As to mitigating factors this had been a single episode and one of relatively brief duration in a previously unblemished career. Mr Saleem had engaged with his Regulator during the investigation and the Tribunal was satisfied that Mr Saleem had demonstrated genuine insight and remorse and that he had made appropriate admissions to some of the allegations.
53. In all the circumstances of this case the Tribunal considered the seriousness of the misconduct to be serious, though moderately so: this was perhaps an inevitable conclusion given the findings of lacked integrity and he had failed to uphold public trust in the provision of legal services, along with a failure to abide by the SAR.
54. The public would expect a solicitor to act with integrity and to uphold public trust in the profession.
55. The misconduct was so serious that No Order or a reprimand would not be a sufficient sanction to mark the wrongdoing and protect the public or the reputation of the profession from further harm from him.
56. However, a Suspension Order or Strike Off would be disproportionate sanctions given the level of the misconduct found to have occurred.

57. The Tribunal considered that the imposition of a Fine to be the most appropriate sanction for the protection of the public; to maintain public confidence in the profession and the reputation of the profession.
58. The misconduct was assessed to fall into Level 3 of the Indicative Fine Bands set out in the Guidance, namely conduct assessed as more serious. The fine was set at £7,750. The Tribunal decided that there should be no reduction to the fine on account of his means and it appeared that Mr Saleem had equity in his property and that he was not impecunious.
59. The Tribunal considered what they had been told of Mr Saleem's finances but in the absence of documentary evidence it could not give the weight to it that it may have done had the submission been backed up with the requisite evidence rather than submission alone.

Costs

60. Mr Hopkins said that in principle, the Applicant, as the successful party, was entitled to its costs to be paid by the Respondent.
61. The quantum of costs claimed by the Applicant was in the sum of £31,540. This represented the total of the fixed fee costs claimed by Capsticks of £18,500.00 (which encompassed Mr Hopkin's fees) and modest investigation costs.
62. Mr Hopkins said that the case had overrun its original estimate, yet the Applicant had decided not to increase its fees so the level of fees claimed remained as set out in statement of costs dated 31 January 2023. Capsticks was effectively making a loss on this case.
63. The proceedings had been correctly brought by Applicant and it was right that it should recover its costs in doing so. The Applicant had proved its case to the requisite standard on some of the allegations, and the Tribunal had found that Mr Saleem had lacked integrity albeit the Tribunal did not find that he had been dishonest.
64. The Tribunal had received no evidence as to Mr Saleem's means merely submissions unsubstantiated by documentary proof.
65. The hours claimed by the Applicant were not excessive and were reasonable and proportionate in the circumstances of the case, however, Mr Hopkins conceded that as the Applicant had not been entirely successful then there should be an adjustment in the costs claimed and reduction of 35% on the total sum claimed i.e., a reduction of £11,039 leaving a new total of £20,501.
66. Mr Skeate said that the Respondent had had the opportunity to cross-examine Mr Saleem on his means but had failed to do so. The evidence was therefore unchallenged, and the Tribunal should give it full weight.

67. In Mr Skeate's submission the Applicant had failed on much of its case, and it should have its costs reduced by 90%.
68. Whilst it may have been reasonable for the Applicant to bring the case before the Tribunal it had in fact been based in large part upon a series of falsehoods from Mr Tramboo. Most of the falsehoods had been whittled away but it had still taken a hearing before the Tribunal to dislodge the most serious allegations of dishonesty.
69. Mr Skeate referred the Tribunal to the decision in Broomhead v Solicitors Regulation Authority [2014] EWHC 2772 (Admin), in which Mr Justice Nicol stated:
- “However, while the propriety of bringing charges is a good reason why the SRA should not have to pay the solicitor's costs, it does not follow that the solicitor who has successfully defended himself against those charges should have to pay the SRA's costs.
70. Of course, there may be something about the way the solicitor has conducted the proceedings or behaved in other ways which would justify a different conclusion. Even if the charges were properly brought it seems to me that in the normal case the SRA should have to shoulder its own costs where it has not been able to persuade the Tribunal that its case is made out. I do not see that this would constitute an unreasonable disincentive to take appropriate regulatory action.”
71. Whilst Mr Saleem had had to sell his wife's car and scrape together the finances to fund his defence, he did not seek to recover his costs from the Applicant. However, there was a fair balance to be struck, and based on the matters set out in Broomhead Mr Skeate urged the Tribunal to order that the Applicant should shoulder its own costs.

The Tribunal's Decision on Costs

72. 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, against which party, and for what amount, the Tribunal had also to consider all relevant matters.
73. The Tribunal noted that where, as in this case, the Respondent is partially successful in defending the allegations pursued by the Applicant, in considering the Respondent's liability for costs the Tribunal will have regard to the following factors:
- the reasonableness of the applicant in pursuing an allegation on which it was unsuccessful.
 - the manner in which the applicant pursued the allegation on which it was unsuccessful and its case generally.
 - the reasonableness of the allegation, that is, was it reasonable for the applicant to pursue the allegation in all the circumstances.

- the extra costs in terms of preparation for trial, witness statements and documents and so on, taken up by pursuing the allegation upon which the applicant was unsuccessful.
 - the extra Tribunal time taken in considering the unsuccessful allegation.
 - the extent to which the allegation was inter-related in terms of evidence and argument with those allegations in respect of which the applicant was successful.
 - the extra costs borne by the Respondent in defending an allegation which was not found to be proved.
74. In considering what costs to order, if any, the Tribunal will consider all relevant matters including the conduct of the parties.
75. Bearing in mind the factors to be considered above the Tribunal found that 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.
76. In the event, the hearing had taken longer than anticipated, however, the Applicant had not amended its application to increase the costs it sought, and this was a reasonable approach for it to adopt.
77. The trial process, including the calling of live evidence, had been required to sort the wheat from the chaff in terms of the allegations made against Mr Saleem by the Applicant and for the Tribunal to make its findings of primary fact.
78. In principle therefore the Applicant was entitled to its costs.
79. The Tribunal considered that it was able to summarily assess costs 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 quantum.
80. However, the Tribunal considered that it was right for the Applicant's costs to be reduced given that it had not proved to the requisite standard the most serious aspects of its case.
81. Adopting a broad brush approach the Tribunal considered that the fraction of the case which had been proved was in the region of one third, leaving the Applicant unsuccessful on two thirds of its case. It was just and proportionate for the Applicant's total costs to be reduced by two thirds and the Tribunal fixed the costs in the sum of £10,513.
82. The Tribunal was aware that it should not make an order for costs where it was unlikely ever to be satisfied on any reasonable assessment of the Respondent's current or future circumstances (Barnes v SRA Ltd [2022] EWHC 677 (Admin)). However, given that Mr Saleem had provided no evidence as to his means, relying solely upon submission,

there was nothing upon which the Tribunal could base a properly reasoned decision and it was unable to give full weight to what it had been told about his finances.

83. That said, the Tribunal considered Mr Saleem's position was different to that in Barnes in that, on his own account, he was a property owner with equity in the property he could draw upon. He was also in the early part of his career and his ability to earn a living from the profession still remained open to him.

Statement of Full Order

84. The Tribunal Ordered that the Respondent, MOHAMMED SALEEM, solicitor, do pay a fine of £7,750.00, such penalty to be forfeit to His Majesty the King, and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £10,513.00.

On behalf of the Tribunal
Dated this 17th day of August 2023

JUDGMENT FILED WITH THE LAW SOCIETY
17 AUG 2023

C Evans

C Evans
Chair