

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12422-2022

## **BETWEEN:**

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

MAYURI NITIN SHAH

Respondent

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Before:

Mr B Forde (in the Chair)

Ms F Kyriacou

Mr P Hurley

Date of Hearing: 27 March 2023

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## **Appearances**

There were no appearances as the matter was dealt with on the papers.

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## **JUDGMENT ON AN AGREED OUTCOME**

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## Allegations

1. The allegations against the Respondent, made by the SRA within its Rule 12 Statement dated 16 December 2022 were:
  1. While in her capacity as owner and sole director of Linklaw Solicitors Limited (“the Firm”):
    - 1.1. -1.1.3 - *Withdrawn with the Tribunal’s permission.*
    - 1.2. Between January 2016 and 29 November 2019, Ms Shah failed to act in the best interests of the executors and/or the residuary beneficiary of a client’s estate in that she:
      - 1.2.1 overcharged the estate of Mr SC (deceased) by £35,537.50 plus VAT; (*as amended: see below*)
      - 1.2.2 charged the estate of Mr SC for reviewing 3,784 items whereas the investigation conducted by the SRA suggested only 1,394 items reviewed;
      - 1.2.3 recorded an attendance of 6.5 hours for distribution of funds to the residuary beneficiary when the witness evidence of her co- executor and a representative of the residuary beneficiary both contradict this;
      - 1.2.4 delayed in the administration of the estate, failed to fully inform and/or update the residuary beneficiary appropriately and failed to provide it with sufficient information to enable it to satisfy itself that it had received its full entitlement; and in doing so she:
        - i) insofar as such conduct took place on or after 6 October 2011, acted in breach of any or all of Principles 2, 4 and 5 of the SRA Principles 2011;
        - ii) insofar as such conduct took place on or after 25 November 2019, acted in breach of any or all of Principles 2, 5 and 7 of the SRA Principles 2019.
    - 1.3 Between January 2015 and February 2016 Ms Shah acted as both executor and conveyancer in the sale of Mr SC’s property, notwithstanding that she had a connection to the purchaser, Boscola. In the circumstances, there was a significant risk of conflict.
 

In doing so she thereby acted in breach of any or all of Principles 2, 4, 5 and 6 of the SRA Principles 2011, and Outcome 3.4 of the SRA Code of Conduct 2011.
    - 1.4. *Withdrawn with the Tribunal’s permission.*
  2. In addition, the allegation 1.2 was advanced on the basis that Ms Shah’s conduct was dishonest.

## **Documents**

3. The Tribunal considered the documents submitted in support of the application for an Agreed Outcome which were contained within an electronic hearing bundle agreed by the parties.

## **Background and Factual Summary**

4. Ms Shah was admitted to the Roll on 1 February 1984. At the time of the misconduct she had a full practising certificate. In September 2018 she was enrolled as a Notary Public for England and Wales.
5. On 18 October 2004, Ms Shah acquired a sole practice, Tibb & Co which she converted into a sole partnership. Subsequently, on 1 October 2010, Tibb & Co was converted into a limited company, Linklaw Solicitors Limited, 569 Kingsbury Road, London, NW9 9EL (“the Firm”). Ms Shah was the Firm’s sole equity owner and she was the sole signatory to the Firm’s bank accounts and the sole individual capable of making payments from the accounts, save that her son Ashiv Shah was able to access the firm’s online banking in his role as the Firm’s practice manager.
6. The Firm was closed by orderly wind-down on 30 April 2021. Before the Firm’s wind-down, and throughout the material period, Ms Shah was the Firm’s Compliance Officer of Legal Practice (“COLP”), Compliance Officer of Finance and Administration (“COFA”), Money Laundering Reporting Officer (“MLRO”), and Money Laundering Compliance Officer.
7. The Firm’s fee income from the practising year 2020/2021 was £202,700.09.
8. The issues surrounding the Allegations were brought to the SRA’s attention following an anonymous report received in May 2017 concerning conveyancing transactions at the Firm. This led to various forensic investigations being conducted and the subsequent allegations (set out in the Agreed Outcome document).

## **Application to withdraw allegations**

9. Ms Shah had agreed to make admissions to allegation 1.2 (including dishonesty) and allegation 1.3 (but she did not accept she was dishonest in relation to allegation 1.3). Ms Shah denied allegations 1.1 and 1.4.
10. Notwithstanding that the Applicant considered the disputed allegations had been properly brought it applied to withdraw allegations 1.1 and 1.4, and the allegation of dishonesty in relation to allegation 1.3 on the basis that it was not proportionate to invite the Tribunal to determine those allegations in light of the admissions, which included dishonesty, and Ms Shah’s agreement to be struck off the Roll of Solicitors.
11. The Applicant further applied for permission to amend Allegation 1.2.1 on the basis of the sum alleged to have been overcharged by Ms Shah. The initial calculation for the sum alleged to have been overcharged was £50,037.02 plus VAT, however this sum was subsequently revised in an addendum report of Marc Banyard dated

3 February 2022, resulting in a calculated net overcharge of £35,537.50 (£42,645.00 gross).

12. The amended allegation would therefore read as follows:

*“1.2. “Between January 2016 and 29 November 2019, the Respondent failed to act in the best interests of the executors and/or the residuary beneficiary of a client’s estate in that she: 1.2.1. overcharged the estate of Mr SC (deceased) by £35,537.50 plus VAT”.*

13. Ms Shah agreed to the proposed amendment.

#### The Tribunal’s Decision

14. The Tribunal agreed to both limbs of the joint application. Given Ms Shah’s admissions and the agreed sanction the matters she did not accept were now otiose.
15. In the interests of fairness and accuracy the sum set out in Allegation 1.2.1 should be amended to reflect the correct position.

#### **Application for the matter to be resolved by way of Agreed Outcome**

16. The parties invited the Tribunal to deal with the Allegations against Ms Shah in accordance with the Statement of Agreed Facts and Outcome annexed to this Judgment. The parties submitted that the outcome proposed was consistent with the Tribunal’s Guidance Note on Sanctions (10<sup>th</sup> Edition/June 2022) (“the Sanctions Guidance”).
17. The proposed sanction was that Ms Shah be struck off the Roll of solicitors.

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

18. The Applicant was required to prove the allegation on the balance of probabilities. The Tribunal had due regard to the Respondent’s rights to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
19. The Tribunal reviewed all the material before it and the Tribunal was satisfied on the balance of probabilities that Ms Shah’s admissions were properly made with respect to each allegation, including the allegation of dishonesty.
20. Having regard to the seriousness of the admitted misconduct, including dishonesty, the Tribunal was satisfied with the sanction proposed by the parties which it considered was appropriate and proportionate to protect public confidence in the profession and to protect the public against the risk of further harm.

#### **Costs**

21. The parties agreed that the Respondent should pay the Applicant’s costs of this matter in the sum of £28,045.96.



**Statement of Full Order**

22. The Tribunal Ordered that the Respondent, MAYURI NITIN SHAH, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £28,045.96.

Dated this 4<sup>th</sup> day of April 2023  
On behalf of the Tribunal



B Forde  
Chair

**JUDGMENT FILED WITH THE LAW SOCIETY**  
**04 APR 2023**

IN THE SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)

BETWEEN:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

MAYURI NITIN SHAH

(SRA ID: 127581)

Respondent

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STATEMENT OF AGREED FACTS AND PROPOSED OUTCOME

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**Introduction**

1. By a statement made by Hannah Lane on behalf of the Solicitors Regulatory Authority Limited ("the SRA") pursuant to Rule 12 of the Solicitors (Disciplinary Proceedings) Rules 2019, dated 16 December 2022, the SRA brought proceedings before the Tribunal making allegations of professional misconduct against the Respondent. Definitions and abbreviations used herein are those set out in the Rule 12 Statement.
2. The Tribunal made standard directions on 20 December 2022, and there is a substantive hearing listed for 24 to 28 April 2023.
3. The Respondent filed an Answer on 17 January 2023 denying the allegations and breaches, and relying on the representations made to the SRA prior to referral dated 8 April 2021 and 1 June 2022. The SRA wrote to the Respondent on 15 August 2022 notifying her of the referral to the Tribunal and inviting any proposals for an Agreed Outcome. The parties have been in discussions regarding an Agreed Outcome since prior to the Answer being filed. Having reviewed her position as set out in her Answer,

and taken independent legal advice, the Respondent is now prepared to make admissions in the terms set out at paragraph 5 below.

### **The allegations**

4. The allegations against the Respondent, made by the SRA within that statement were that: -

1. *While in her capacity as owner and sole director of Linklaw Solicitors Limited ("the Firm"),:*

1.1. *Between 2017-1019, 2019, 2020 and 2020-2021, the Respondent failed to disclose complete and accurate information to the Firm's professional indemnity insurers and/or provided them with misleading information.*

1.1.1. *During the underwriting period 1 October 2017 to 6 September 2019 the Respondent:*

1.1.1.1. *Suggested there was one full-time salaried partner/member/director - Ms Pandya and two part-time - Ms Hindocha and Mr Mumtaz; she failed to disclose that Ms Hindocha was on maternity leave and subsequently sabbatical and Mr Mumtaz was a director in name only and had never in fact worked at the Firm;*

1.1.1.2. *answered positively to the question "do all partners, principals and members devote all of their work time and attention to the business of the firm?" when she knew or ought to have known that Ms Hindocha was on maternity leave/sabbatical throughout this period, Ms Pandya was not involved in the management of the firm, and Mr Mumtaz played no active role in the Firm;*

1.1.1.3. *answered negatively to the question of whether there was any material information that might affect her application when she knew or ought to have known that the SRA forensic inspection which had commenced two weeks previously on 22 August 2017 was highly material;*

1.1.1.4. *signed the declaration without qualification;*

1.1.2. during the period 1 October 2019 to 30 September 2020:

1.1.2.1.failed to disclose that there had been any changes in the principals of the Firm, specifically Ms Hindocha who was on a sabbatical from 1 October 2017;

1.1.2.2.disclosed the fact of two SRA forensic investigations but suggested, without proper basis for so doing, that they were likely to result in no further action;

1.1.3. during the period 1 October 2020 to 30 September 2021:

1.1.3.1.failed to notify her insurers of the extent of ongoing SRA investigations;

1.1.3.2.did not tell her PII that a further forensic report was imminent.

and in doing so she:

i) insofar as such conduct took place on or after 6 October 2011, acted in breach of any or all of Principles 2 and 6 of the SRA Principles 2011;

ii) insofar as such conduct took place on or after 25 November 2019, acted in breach of any or all of Principles 2 and 5 of the SRA Principles 2019.

1.2. Between January 2016 and 29 November 2019, the Respondent failed to act in the best interests of the executors and/or the residuary beneficiary of a client's estate in that she:

1.2.1. overcharged the estate of Mr SC (deceased) by £50,037.02 plus VAT;

1.2.2. charged the estate of Mr SC for reviewing 3,784 items whereas the investigation conducted by the SRA suggested only 1394 items reviewed;

1.2.3. recorded an attendance of 6.5 hours for distribution of funds to the residuary beneficiary when the witness evidence of her co-executor and a representative of the residuary beneficiary both contradict this;

1.2.4. delayed in the administration of the estate, failed to fully inform and/or update the residuary beneficiary appropriately and failed

*to provide it with sufficient information to enable it to satisfy itself that it had received its full entitlement;*

*and in doing so she:*

*i) insofar as such conduct took place on or after 6 October 2011, acted in breach of any or all of Principles 2, 4 and 5 of the SRA Principles 2011;*

*ii) insofar as such conduct took place on or after 25 November 2019, acted in breach of any or all of Principles 2, 5 and 7 of the SRA Principles 2019.*

*1.3. Between January 2015 and February 2016 the Respondent acted as both executor and conveyancer in the sale of Mr SC's property, notwithstanding that she had a connection to the purchaser, Boscola. In the circumstances, there was a significant risk of conflict.*

*In doing so she thereby acted in breach of any or all of Principles 2, 4, 5 and 6 of the SRA Principles 2011, and Outcome 3.4 of the SRA Code of Conduct 2011.*

*1.4. Between 11 September 2020 and 21 June 2021, the Respondent misled the SRA forensic investigation officer.*

*In doing so she acted in breach of any or all of Principles 2 and 5 of the SRA Principles 2019, and paragraph 7.4(a) of the Code of Conduct for Solicitors, RELs and RFLs 2019.*

*2. In addition, the allegations are advanced on the basis that the Respondent's conduct was dishonest. Dishonesty is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegations.*

### **Respondent's position**

5. The Respondent is prepared to make admissions to allegation 1.2 (including dishonesty) and allegation 1.3 (but does not accept she was dishonest in relation to allegation 1.3). The Respondent denies allegations 1.1 and 1.4. The Applicant considers that the disputed allegations are properly brought but applies to withdraw allegations 1.1 and 1.4, and the allegation of dishonesty in relation to allegation 1.3, as set out in paragraphs 62-63 below, on the basis that it is not proportionate to invite the Tribunal to determine those allegations in light of the admissions in this document,

which include dishonesty, and the Respondent's agreement to be struck off the Roll of Solicitors.

### **Application to amend Allegation 1.2**

6. The Applicant applies to amend Allegation 1.2.1 on the basis of the sum alleged to have been overcharged by the Respondent. The initial calculation for the sum alleged to have been overcharged was £50,037.02 plus VAT, however this sum was subsequently revised in an addendum report of Marc Banyard dated 3 February 2022, resulting in a calculated net overcharge of £35,537.50 (£42,645.00 gross) (see below).
7. The amended allegation would therefore read as follows:
  - 1.2. *"Between January 2016 and 29 November 2019, the Respondent failed to act in the best interests of the executors and/or the residuary beneficiary of a client's estate in that she:*
    - 1.2.1. *overcharged the estate of Mr SC (deceased) by £35,537.50 plus VAT"*
8. The Respondent agrees to the proposed amendment.

### **Agreed Facts**

9. The following facts and matters, which are relied upon by the SRA in support of the allegations set out within paragraph 4 of this statement, are agreed between the SRA and the Respondent.
10. The Respondent was admitted to the Roll on 1 February 1984. At the time of the misconduct the Respondent had a full practising certificate, however the Respondent has not renewed her current practising certificate for the 2022/2023 practising year and as such does not hold a current practising certificate. In September 2018 she was enrolled as a Notary Public for England and Wales.
11. On 18 October 2004, the Respondent acquired a sole practice, Tibb & Co which she converted into a sole partnership. Subsequently, on 1 October 2010, Tibb & Co was converted into a limited company, Linklaw Solicitors Limited, 569 Kingsbury Road, London, NW9 9EL ("the Firm"). The Respondent was the Firm's sole equity owner.
12. The Respondent was the sole signatory to the Firm's bank accounts and the sole individual capable of making payments from the accounts, save that her son Ashiv Shah was able to access the firm's online banking in his role as the Firm's practice manager.

13. The Firm was closed by orderly wind-down on 30 April 2021.
14. Before the Firm's wind-down, and throughout the material period, the Respondent was the Firm's Compliance Officer of Legal Practice ("COLP"), Compliance Officer of Finance and Administration ("COFA"), Money Laundering Reporting Officer ("MLRO"), and Money Laundering Compliance Officer.
15. The Firm's fee income from the practising year 2020/2021 was £202,700.09.
16. The issues surrounding these Allegations were brought to the SRA's attention following an anonymous report received in May 2017 concerning conveyancing transactions at the Firm. This led to various forensic investigations being conducted which are summarised below.
17. Following the anonymous report, the SRA commissioned a Forensic Investigation Officer ("FIO") to investigate matters. The investigation culminated in a Forensic Investigation Report ("FIR") dated 3 September 2018 ("the First FIR") which identified concerns regarding charging of disbursements on conveyancing transactions where there was either no underlying disbursement cost or there was a profit element in the charge made. The disbursements in question totalled £21,588.55 on 105 bills. Further concerns were identified regarding the holding of office money in the client bank account for more than 14 days after a bill or notification of costs was issued to clients.
18. On 30 November 2018 the Respondent's solicitor, Mr Jon Goodwin, wrote to the SRA confirming that the Respondent accepted the failures identified in the First FIR. He advised that the Respondent accepted ultimate responsibility for any breaches to the Principles, Outcomes and Accounts Rules – albeit that the exact figures were queried – but that the Respondent maintained that any discrepancies were the result of "*errors and not the result of any conscious or deliberate action on the part of [the Respondent]*". This matter was not progressed to an outcome owing to the receipt of further, more serious allegations which required investigation.
19. In or around February 2019 a second FIR was commissioned as a result of additional reports which were made to the SRA. On the FIO's initial visit to the Firm in June 2019, he noticed a significant bill on the matter of a Mr SC (deceased). The Second FIR identified various areas of concern, including the administration of the estate of Mr SC (deceased) of which the Respondent was the co-executor.
20. As a result of issues identified during the second FIR, on 30 March 2021 the SRA sent a further notice under s.44B of the Solicitors Act 1974 requiring provision of information

regarding the sale of Crest Road to Boscola Investments Limited ("Boscola") and Euro Delux Limited ("EDL") and commissioned a third FIR.

21. The agreed facts that gave rise to the above investigations are set out below.

**a. Agreed facts relevant to Allegation 1.2**

22. Mr SC was a client of the Respondent's firm under its original title of Tibb & Co. In or around December 2009, he instructed Tibb & Co to execute his will. He appointed a partner of Tibb & Co and any successor and a friend, Mr HG, as his executors and trustees. The said will (dated 15 December 2009) was witnessed by the Respondent.
23. Tibb & Co subsequently became the Firm and the Respondent its sole partner. Mr HG, as executor of Mr SC's will, became a client of the Firm. The Respondent, as sole partner, was the co-executor and co-trustee of his will. By Clause 5(b) of the will the Respondent, as a solicitor, was entitled to charge for any business carried out in connection with the trust created under the will.
24. Mr SC died on 25 December 2012. Probate was granted to the Respondent and Mr HG on 22 January 2015. The gross value of the estate was £646,195.
25. A key asset in the estate was Mr SC's home, in Crest Road, albeit that it was in some state of disrepair owing to a fire prior to his death. The Respondent acted on the sale of the property: on 17 February 2016 it was sold to joint purchasers, Boscola and EDL for £200,000. On the face of it, this was an ordinary transaction. However, the Respondent had a personal interest in the purchase (as set out below).
26. Mr SC left the residue of his estate to a museum, the Wallace Collection. The Wallace Collection was a charity and was also entitled to be treated as a client. The Respondent was under a legal duty to notify it as early as possible of its interest in the will, and to send costs information and a timetable for administration of the will, to allow the Wallace Collection to satisfy itself it had received its full entitlement.
27. On 5 July 2016, i.e. nearly 4 years after Mr SC had died and 18 months after the granting of probate, the Respondent notified the Wallace Collection by letter that it was a beneficiary of Mr SC's estate. The letter stated that the Wallace Collection had been "*bequeathed a large legacy*" and that "*the executors wished to personally hand over the legacy*". It made no mention of the Wallace Collection being the residuary beneficiary of the estate.



28. On 17 August 2016, the Respondent and Mr HG attended the Wallace Collection in person and handed over a cheque to staff member, Sarah Harmer (Director of Development). Despite a specific enquiry by the Wallace Collection regarding *"the size and/or nature of this legacy gift"*, no reference was made to this being an interim payment: correspondence regarding the same referred simply to *"the legacy is for £440,000"*. The Respondent did not advise, despite the specific enquiry, that the Wallace Collection had any outstanding interest in Mr SC's estate subsequent to this bequest, thereby denying the Wallace Collection any oversight of the costs incurred or the manner in which the estate was managed.
29. On 31 August 2016, the Firm took payment from Mr SC's estate for an interim bill of £106,250 plus VAT. This included costings of 425 hours at £250 per hour.
30. A report in June 2019 carried out on the instruction of the SRA by costs draftsman Mr Marc Banyard calculated the Respondent overcharging the estate up to 31 August 2016 by £50,037.02 (£60,044.22 including VAT). Specifically:
  - 30.1 An overcharge of £30,050 plus VAT caused by a discrepancy between 3874 letters charged for as against 1394 letters counted by Mr Banyard;
  - 30.2 £11,612.02 plus VAT to be deducted on the basis of the "fair and reasonable" test as set out in the Solicitors (Non-Contentious Business) Remuneration Order 2009;
  - 30.3 £6,375 plus VAT on attendances, £2,625 plus VAT of which was conceded by the Respondent as having been charged "in error";
  - 30.4 £2,000 plus VAT on documents which the Respondent conceded were due to "inadvertent errors"; and
  - 30.5 An overcharge of £1950 for attendance at the Wallace Collection for a period of 6.5 hours during which the final cheque was handed over by the Respondent and her co-executor, Mr HG.
31. On 11 September 2020, the FIO wrote to the Respondent attaching the costs report prepared by Mr Banyard, which identified overcharging and unreasonable costs of £60,044.22 (gross) arising out of the £127,500 (gross) bill to Mr SC's estate. He invited the Respondent to raise a credit note for the amount overcharged to refund the residuary beneficiary, the Wallace Collection.
32. This sum was subsequently revised in an addendum report of Marc Banyard dated 3 February 2022, resulting in a calculated net overcharge of £35,537.50 (£42,645.00 gross). The Respondent has provided a credit note dated 1 March 2021 in the sum of

£5,550.00 (including VAT) and a credit note dated 7 April 2021 in the sum of £17,250.00 (including VAT), together with bank statements showing payments made into the Firm's client account. Therefore, the sum of £22,800.00 (including VAT) was credited to Mr SC's estate and thus reducing the net overcharge to £16,537.50 (£19,845.00 gross). The administration of Mr SC's estate was not concluded prior to the closure of the Firm on 30 April 2021.

33. The Respondent did not provide the Wallace Collection with a copy of Mr SC's will, the grant of probate, the firm's interim bill or the interim estate accounts at the time. She did not tell the Wallace Collection that it was the residuary beneficiary of Mr SC's estate and thus entitled to the entirety of residuary of the estate until receipt of the final cheque of £141,883.35 on 29 November 2019. The Respondent sent the Will and Grant of Probate by letter dated 10 January 2020 in response to an email from the Wallace Collection sent on 18 December 2019: some seven years after Mr SC's death.
34. In a witness statement provided to the SRA on 3 July 2021 in response to queries from the FIO, Mr HG confirmed:
  - 34.1 He and the Respondent travelled from Kingsbury to the Wallace Collection from where they took a "five minute walk" to reach the museum. He stated that he had no difficulty with walking or with any aspect of the journey.
  - 34.2 He and the Respondent took a "short tour" of the Collection with staff member Sarah Harmer then had tea in the restaurant. He denied looking around the Collection either before or after his meeting with Ms Harmer.
  - 34.3 Subsequent to the museum tour, the Respondent gave Mr HG £20 to buy himself a drink.
  - 34.4 He could not recall any information regarding the identity of the purchasers of Crest Road and could not recall any discussions of the issue.
35. Witness evidence from Ms Harmer (Director of Development of the Wallace Collection) confirms:
  - 35.1 Mr HG and the Respondent attended the Wallace Collection on 17 August 2016, arriving at 3pm. She recalled a short tour of the collection over 20-30 minutes plus a cup of tea in the café. Given the collection closed at 5pm, the maximum duration of the visit would have been two hours.
  - 35.2 After the handover of the cheque in August 2016, she had no notice of any outstanding legacy until December 2019. Her contact from the Respondent in

December 2019 following a further £141,883.35 was handed by way of “*balance of the residuary legacy*” post-dated the commencement of the SRA investigation.

35.3 She had “*no idea*” that the Wallace Collection was the residuary beneficiary of Mr SC’s estate until informed of the same by FIO James Carruthers.

35.4 As at July 2020, she had still not received any further information from the executors, including either a copy or the will or grant of probate.

**b. Agreed facts relevant to Allegation 1.3**

36. During the course of the second Forensic Investigation, the FIO raised concerns regarding the Respondent’s involvement with Boscola. Boscola was a Panamanian company owned by a discretionary trust, the Jai Hari Trust, settled by the Respondent’s father-in-law. Boscola was the co-purchaser of a property, sold by the Respondent in her role as co-executor of an estate. The Respondent did not advise her co-executor that she was a discretionary beneficiary of the trust which owned Boscola and as such might benefit from the sale: there was a significant risk of conflict.
37. As set out above, the Respondent was instructed by Mr SC, prior to his death, to act as co-executor of his estate with Mr SC’s friend, Mr HG. A Substantial asset to the estate was Mr SC’s former home, Crest Road.
38. Mr SC having died in December 2012, marketing valuations of Crest Road were carried out on 20 November 2013 and 10 January 2014, which recommended an asking price in the region of £200,000.
39. In September 2014 estate agents Daniels of Neasden (“Daniels”) contacted Mr HG to warn of the danger of Crest Road remaining unsold and dilapidating.
40. After the grant of probate in January 2015, the Firm took the necessary steps to register the unregistered title of the property in June 2015. In January 2016, the Respondent instructed Daniels estate agents, to market the property.
41. Handwritten notes from the Respondent record:
  - 41.1 that on or around 14 January 2016, a Mr Raghvani contacted the Respondent to advise that he was interested in purchasing Crest Road as a cash buyer;
  - 41.2 a contact from Daniels estate agents on 15 January 2016 advising of further potential interest;

41.3 A note from 18 January 2016 noting difficulties in funding as a result of the property's condition.

42. In a letter to Mr HG dated 2 February 2016, Daniels advised of interest from "a couple of cash buyers" who had expressed an interest. It noted that one such buyer, Networked Housing "would be in a position to pay £200,000" for the property. The letter further records that Networked Housing "has purchased a number of properties through ourselves" that the purchase would be cash funded, with no need for a survey, and exchange within 24 hours of receipt of contracts with completion "at the vendors earliest convenience thereafter".
43. In a handwritten attendance note dated 5 February 2016, the Respondent recorded that she had discussed the credibility of potential buyers with Mr HG. She recorded that he "agreed that Eurodeluxe (sic) was a cash purchaser where as others may have to get a small mortgage. Unlikely able to get mge as derelict property". She notes agreement to proceed to completion within one week. No mention of the interest from Networked Housing is recorded.
- 'Agreed that Eurodeluxe (sic) was a cash purchaser where as (sic) others may have to get a small mortgage unlikely able to get mge [mortgage] as derelict property'. 'Agreed to proceed to issue contracts to 'Eurodeluxe (sic) for £200,000. Completion within a week.'*
44. The letter of 2 February 2016 notwithstanding, on 8 February 2016 the Respondent logged a telephone attendance from "Sean" at Daniels, recording an apology that he "couldn't help find buyer quickly".
45. Contracts were exchanged (Mr GH and the Respondent as seller, with Boscola Investments Inc and EDL as buyer) on 9 February 2016 and completion took place on 11 February 2016. Net sale proceeds of £197,894 were transferred to the ledger account for the estate administration on 11 February 2016. The property was registered in the name of Boscola and EDL on 2 March 2016.
46. Documents lodged at Companies House provide that EDL is a limited company with a sole director, one Govind Raghvani. In a separate entry, Mr Govind Karsan Raghvani's occupation is listed with Companies House as "builder" and he is also the director of GK Interiors Ltd.

47. The residuary beneficiary of Mr SC's estate, and thus the likely beneficiary of the house sale was the Wallace Collection (see above). At this date it had still not been provided with a copy of the will or notice that it was a residuary beneficiary under the will. Accordingly, the Wallace Collection was not in a position to provide any oversight of the sale.
48. The Respondent subsequently acted for Boscola and EDL in connection with the onward sale of Crest Road. It was marketed, having been fully renovated, at £599,950. On 13 April 2017, just over a year after it was sold for just under £200,000, it was sold for £599,000.
49. On 2 December 2019, the FIO wrote to the Respondent by email. He asked, with reference to another file, Elnagy, if the Respondent could provide the *"identity of the beneficial owner of the lender client and explanation why there was no client conflict or significant risk of client conflict between lender and borrower."*
50. In an email in response dated 17 December 2017, the Respondent replied that *"beneficial owner of the lender client is Jai Hari Trust and the authorised officers are Trevor Robinson and Paul Baudet. There was no significant risk of client conflict between lender and borrower as we were simply registering the lenders charge at the Land Registry and was not instructed to provide any advice or prepare documents on the lenders behalf. We advised the borrower on the terms of the Legal Charge."*
51. In a further email dated 10 January 2020, the FIO observed that the Respondent has provided a response which *"only partially answers my questions"*. He asked for the identity of the beneficial owners of the trust in addition to identification and verification evidence of the settlors, trustees, beneficiaries and any individuals with control over the trust. He also requested evidence regarding the source of trust funds or assets and the trust deed or agreement. He requested a response by 17 January 2020.
52. In a further response dated 17 January 2020, the Respondent advised that *"there are no actual beneficial owners of the trust"*. She provided an undated letter from Verite Trust Company in support of this assertion. This letter noted *"you are already familiar with the undersigned as a Director of Boscola and also a Director of Verite Trust Company Limited"*. The letter identified that Verite Trust Company Ltd was the sole trustee of Jai Hari Trust which was in turn the sole owner of Boscola. It named the settlor of the Jai Hari Trust as one Premchand Rupshi Shah; it identified the beneficiaries as *"his brothers and sisters and primarily his issue"*.

53. The Trust documents identified beneficiaries as including the Settlor, all his brothers and sisters and *“all lawful children and remoter issue of the Settlor whether now or hereafter born or adopted”* and *“all persons who shall for the time being be the spouses widows or widowers of any of the persons described in paragraphs (i), (ii), and (iii) hereof”*. The Trust document provided Trustees with the discretionary power to exclude a beneficiary or declare that any benefit might be restricted (Clause 6(b)). The Schedule to the Trust document identified the assets as at 4 June 2003 being worth £551,070.87.
54. In an email dated 21 January 2020, the FIO asked the Respondent to provide evidence that the Jai Hari Trust owned Boscola and to *“produce a list of Jai Hari Trust beneficiaries included in the categories of the settlor’s brothers, sisters, children, remoter issue and spouses”*.
55. A letter from the Verite Trust Company to the Respondent dated 23 January 2020 stated that *“the beneficiaries of the Jai Hari Trust.... are the siblings of the Settlor Mr Premchand Rupshi Shah and his issue, their spouses, widows or widowers”*... It attached clause 1(c) of the Jai Hari Trust Deed.
56. In an emailed response to the FIO dated 29 January 2020 the Respondent stated: *“I have not got the list of Jai Hari Trust beneficiaries but simply the name of the class of beneficiaries as under the Money Laundering Regulations 6(1), you don’t have to name the beneficiaries in your CDD until they have a vested interest where the trust is a discretionary trust. I have checked with the client from time to time that no one’s interest has vested....”*.
57. On 11 September 2020, the FIO wrote again to the Respondent requesting responses to various questions. In relation to the Boscola matter, the Respondent was asked to confirm:
- 57.1 What connection, if any, there was between the Respondent and her family and Premchand Rupshi Shah, the settlor of the Jai Hari Trust (the owner of Boscola);
- 57.2 Whether the Respondent and/or her family were included in any category of beneficiary of the Jai Hari Trust;
58. In relation to the Mr SC estate matter, the Respondent was asked to confirm:
- 58.1 Whether the Respondent would be content to repay fees unreasonably charged in the amount of £60,044.22 to the residual beneficiary, the Wallace Collection, and if not, why not;



- 58.2 Whether the Firm's final bill of 31 August 2016 for £127,500 had been sent to the residual beneficiary as an entitled person under the Solicitors (Non-Contentious Business) Remuneration Order 2009;
- 58.3 Whether the Wallace Collection had been advised of its status as residual beneficiary of Mr SC's estate and had been sent the will and grant of probate and a clear explanation of the firm's charges;
- 58.4 Why there had been a delay in the grant of probate from 25 December 2012 (the date of Mr SC's death) to 22 January 2015;
- 58.5 Why £180,000 had been retained in the Firm's client bank account for three years from August 2016 to December 2019;
- 58.6 Why a further £40,000 had been retained for over 8 months from December 2019.
59. In a reply dated 30 October 2020 from the Respondent's representative, Jon Goodwin, the Respondent confirmed that the settlor was the Respondent's father-in-law and that she and her family were potential beneficiaries of the discretionary trust.
60. In a subsequent email to the Respondent on 21 June 2021, the FIO asked whether any enquiries had been undertaken to establish the identity, ownership and bona fides of Boscola. The Respondent replied by email 29 June 2021 in the negative, suggesting it would be *"the responsibility of the solicitors acting for the purchasers to carry out such due diligence"*.
61. On the question of whether her co-executor had been advised of the Respondent's connection to Boscola, the Respondent replied as follows: *"Whilst I am potentially a beneficiary, this is a discretionary trust, whereby the trustees have full discretion under Clause 2 of the Trust Deed to pay attention and consider the wishes of the settlor. For example, the letter of wishes (which is confidential and personal to the settlor) may stipulate that the Trust Fund be settled for the benefit of a particular charity. Mr [HG] was therefore not advised about myself being a potential beneficiary of Boscola because I did not have a confirmed vested interest. For the same reasons, I did not consider it necessary to inform him about the ownership and control of Boscola. In addition, as joint executors of the Estate, Mr [HG] and I had a mutual interest in selling the property at an arm's length at market value, which was what happened."*

### **Withdrawal of Allegation 1.1 and Allegation 1.4**

62. Allegation 1.1 in the Rule 12 statement concerns failure to disclose complete and accurate information to the Firm's professional indemnity insurers. Allegation 1.4 in the Rule 12 statement concerns the Respondent misleading the SRA's Forensic Information Officer. These allegations are not admitted by the Respondent. Dishonesty in relation to Allegation 1.3 is also not admitted.
63. Whilst the SRA considers all allegations to be properly brought on the available evidence, irrespective of the merits of Allegations 1.1 and 1.4, the SRA considers that it is not proportionate to proceed to a substantive hearing on those remaining two allegations, or in relation to dishonesty in relation to Allegation 1.3, for the following reasons:
- 63.1 An allegation of dishonesty in relation to Allegation 1.2 has been admitted by the Respondent;
- 63.2 The Respondent has agreed to the ultimate sanction of being struck off the Roll of Solicitors;
- 63.3 Should the Tribunal find Allegations 1.1 and 1.4 proved at a substantive hearing, it will have no impact on the sanction as otherwise agreed between the parties on the admitted allegations.

### **Non-Agreed Mitigation**

64. The following points are advanced by way of mitigation on behalf of the Respondent, but their inclusion in this document does not amount to adoption or endorsement of such points by the SRA:
- 64.1 The Respondent offers her genuine, and sincere, apology for that which occurred. The Respondent was admitted as a solicitor on 1 February 1984 and other than the matters the subject of these proceedings, has an exemplary and unblemished disciplinary and regulatory history of 39 years qualification.
- 64.2 The Respondent accepts and recognises, with deep regret, that the admitted allegation(s) will result in the loss of her career. The Respondent recognises she will have to live the rest of her life with the stigma of being struck off and which is not the career legacy she ever dreamt of upon qualification.
- 64.3 The Respondent admits allegation 1.2 (to include the aggravating feature of dishonesty) and allegation 1.3 (but does not accept she was dishonest in relation to allegation 1.3). Allegations 1.1 and 1.4 are denied.



- 64.4 Prior to the matters the subject of these proceedings, the Respondent had an exemplary and unblemished career and was a well-regarded solicitor.
- 64.5 The Respondent is truly sorry for her actions. Factors mitigating the identified, and admitted, breaches include:
- a) The Respondent has co-operated with the SRA investigation.
  - b) The Respondent has co-operated with the SDT proceedings.
  - c) Genuine insight into her failings to include open and frank admissions within the SDT proceedings as set out in this document.
  - d) Remorse, genuine insight, and acceptance that her conduct and the admitted dishonesty to allegation 1.2 will inevitably result in the necessary penalty of strike off.
65. However, the Respondent does not contend that the mitigation set out above amounts to exceptional circumstances which would justify the Tribunal in making any order other than that she be struck off the Roll.

### **Agreed Outcome**

66. The Respondent agrees to be struck off the Roll of Solicitors. With respect to costs, it is further agreed that the Respondent should pay the SRA's costs of this matter agreed in the sum of £28,045.96.

### **Explanation as to why such an order would be in accordance with the Tribunal's sanctions guidance**

67. The parties consider and submit that in light of the admissions set out above and taking due account of the mitigation put forward by the Respondent, the proposed outcome represents a proportionate resolution of the matter, consistent with the Tribunal's Guidance Notes on Sanction (10<sup>th</sup> edition, June 2022).
68. It is agreed that:
- 68.1 With matters including issues of integrity and dishonesty, the seriousness of the misconduct is at the highest level, such that a lesser sanction is inappropriate;
  - 68.2 There are no exceptional circumstances which would justify a departure from the normal and necessary outcome in cases of dishonesty; and
  - 68.3 The protection of the public and/or the protection of the reputation of the legal profession requires the Respondent to be struck off the Roll.

69. The Respondent has admitted dishonesty. The Tribunal's Guidance Notes on Sanction (10<sup>th</sup> edition, June 2022), at paragraph 51, states that: *"Some of the most serious misconduct involves dishonesty, whether or not leading to criminal proceedings and criminal penalties. A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances (see Solicitors Regulation Authority v Sharma [2010] EWHC 2022 (Admin))"*.
70. In **Sharma [2010] EWHC 2022 (Admin)** at [13] Coulson J summarised the consequences of a finding of dishonesty by the Tribunal against a solicitor as follows:
- "(a) Save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the Roll ... That is the normal and necessary penalty in cases of dishonesty...*
- (b) There will be a small residual category where striking off will be a disproportionate sentence in all the circumstances ...*
- (c) In deciding whether or not a particular case falls into that category, relevant factors will include the nature, scope and extent of the dishonesty itself, whether it was momentary ... or over a lengthy period of time ... whether it was a benefit to the solicitor ... and whether it had an adverse effect on others..."*
71. The Applicant has considered the relevant factors, including the nature, scope and extent of the dishonesty itself, whether it was momentary or over a lengthy period of time, whether it was a benefit to the solicitor and whether it had an adverse effect on others. In this regard it is submitted that the Respondent was dishonest in that she knowingly overcharged the estate of Mr SC; she misled her co-executor, Mr HG regarding the sale of Mr SC's house, the fact that there were potential alternative purchasers and concealed her connection to Boscola; and she failed to alert Mr HG to her conflicted role in the sale of Crest Road. Such conduct, on any view, would be considered dishonest by the standards of ordinary decent people.
72. In addition to admissions of Principles 2, 4, 5, and 6 of the SRA Principles 2011 and also Principles 2, 5, and 7 of the SRA Principles 2019, the Respondent admits her conduct was dishonest. She does not assert that exceptional circumstances, which might justify a departure from the inevitable consequence of striking off, arise in this case.
73. The parties consider that, in light of the admissions set out above, the proposed outcome represents a proportionate and appropriate resolution of the matter, which is in the public interest. These were serious matters involving breaches of the requirements

to act with integrity, act in the best interests of clients and maintain trust in the solicitor and the provision of legal services. In addition, the case involved acts of admitted dishonesty to which no exceptional circumstances apply. Accordingly, the fair and proportionate outcome in this case is for the Respondent to be struck off the Roll of Solicitors.

Signed:

Mayuri Nitin Shah

Date: 24-3-2023

Signed:

Mark Rogers, Partner, Capsticks  
For and on behalf of Solicitors Regulation Authority Limited

Date: 24 March 2023