

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12457-2023

## BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

MAHESH CHOUHAN

Respondent

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Before:

Ms A M Horne (in the chair)

Ms T Cullen

Ms L Fox

Date of Hearing: 13 July 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**

The allegations against Mr Chouhan, made by the Solicitors Regulation Authority (“SRA”), were that, whilst a sole practitioner at MMC Solicitors, (“the Firm”) and while practising as a Solicitor, he:

1. Between 10 May 2017 and 8 February 2020, provided information to a client which informed her that legal proceedings in respect of a claim to recover outstanding rent arrears had been issued and were ongoing. This information was false, and the Respondent knew it was false, and in doing so:
  - 1.1 Between 10 May 2017 and 25 November 2019, breached all or any of the following:
    - 1.1.1 Principle 2 of the SRA Principles 2011 (“the Principles”); and
    - 1.1.2 Principle 6 of the Principles.
  - 1.2 Between 24 November 2019 and 8 February 2020, breached all or any of the following:
    - 1.2.1 Principle 2 of the SRA Principles 2019 (“the 2019 Principles”);
    - 1.2.2 Principle 4 of the 2019 Principles; and
    - 1.2.3 Principle 5 of the 2019 Principles.
2. Between 14 October 2019 and 8 February 2020, held himself out as a solicitor who was entitled to practise, when he was not by virtue of his practising certificate being initially suspended on 20 September 2019, and thereafter expiring on 31 October 2019:
  - 2.1 Between 14 October 2019 and 25 November 2019, breached all or any of the following:
    - 2.1.1 Principle 2 of the Principles;
    - 2.1.2 Principle 6 of the Principles; and
    - 2.1.3 Rule 9.1 of the SRA Practice Framework Rules 2011.
  - 2.2 Between 24 November 2019 and 8 February 2020, breached all or any of the following:
    - 2.2.1 Principle 2 of the 2019 Principles; and
    - 2.2.2 Principle 5 of the 2019 Principles.
3. Between 15 November 2020 and 4 February 2021, provided information to the SRA that he had not undertaken any legal work or corresponded with any clients. This information was false, and the Respondent knew it was false, and in doing so he breached any or all of:
  - 3.1 Principle 2 of 2019 SRA Principles;

- 3.2 Principle 4 of the 2019 Principles; and
- 3.3 Principle 5 of the 2019 Principles.
4. Between 18 April 2017 and 4 February 2019, received money from a client into the Firm's Metro Bank Business Account which he did not:
  - 4.1 Keep separate from money belonging to himself or the Firm, in breach of rule 1.2(a) SRA Accounts Rules 2011;
  - 4.2 Keep safely in a bank or building society account identifiable as a client account in breach of rule 1.2(b) SRA Accounts Rules 2011; and
  - 4.3 Use only for that client matter, in breach of rule 1.2(c) SRA Accounts Rules 2011.
5. Allegation 1.1 was advanced on the basis that the Respondent's conduct was dishonest. Dishonesty was an aggravating feature of the conduct alleged but was not an essential ingredient of proving the allegations.
6. Mr Chouhan admitted all of the allegations, including that his conduct was dishonest.

### **Documents**

7. The Tribunal had before it the following documents:-
  - Rule 12 Statement and Exhibit JTC1 dated 6 April 2023
  - Respondent's Answer dated 16 May 2023
  - Statement of Agreed Facts and Outcome dated 10 July 2023

### **Background**

8. Mr Chouhan was admitted to the Roll of Solicitors in February 2011. He was a sole practitioner and was the Firm's Compliance Officer for Legal Practice ("COLP") and Compliance Officer for Finance and Administration ("COFA").
9. Mr Chouhan also worked as a debt recovery manager at Davidsons Debt Recovery Services ("DDR") until March 2017, and as an Assistant Solicitor at ABM Solicitors and Advocates between 1 August 2017 and 23 September 2019. On 18 September 2019, an Adjudication Panel of the SRA made the decision to intervene into the practice of Mr Chouhan and ABM Solicitors and Advocates. As a result, Mr Chouhan's practising certificate was suspended on 20 September 2019. On 16 June 2020, the Solicitors Disciplinary Tribunal subsequently ordered that he be suspended from practice as a solicitor for the period of two years to commence 16 June 2020.

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

10. The parties invited the Tribunal to deal with the Allegations against Mr Chouhan in accordance with the Statement of Agreed Facts and Outcome annexed to this Judgment, by which Mr Chouhan admitted all of the above allegations. The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions.

## Findings of Fact and Law

11. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with Mr Chouhan'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.
12. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that Mr Chouhan's admissions were properly made.
13. The Tribunal considered the Guidance Note on Sanction (10<sup>th</sup> Edition/June 2022). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed. The Tribunal found that Mr Chouhan was entirely culpable for his misconduct, assessing that culpability as high. He had deliberately provided his client with information which he knew to be false, and then maintained those falsehoods for a period of time. Further, when questioned by the SRA about whether he was practising, he provided dishonest answers. The Tribunal determined that, given the serious and repeated nature of Mr Chouhan's dishonest conduct, the only appropriate and proportionate sanction was to strike him off the Roll of solicitors. Accordingly, the Tribunal approved the sanction proposed by the parties.

## Costs

14. The parties agreed costs in the sum of £1,500. The Tribunal determined that the agreed costs were reasonable and proportionate. Accordingly, the Tribunal ordered Mr Chouhan to pay costs in the agreed sum.

## Statement of Full Order

15. The Tribunal Ordered that the Respondent, MAHESH CHOUHAN, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £1,500.00.

Dated this 20<sup>th</sup> day of July 2023  
On behalf of the Tribunal

*A Horne*

A M Horne  
Chair

**JUDGMENT FILED WITH THE LAW SOCIETY**  
**20 JUL 2023**

**BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL  
IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)  
BETWEEN:**

**SOLICITORS REGULATION AUTHORITY LIMITED**

**Applicant**

**and**

**MAHESH CHOUHAN**

**Respondent**

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**STATEMENT OF AGREED FACTS AND OUTCOME**

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**Introduction**

1. By an Application and statement made by John Tippet-Cooper, on behalf of the Applicant, the Solicitors Regulation Limited (“SRA”), pursuant to Rule 12 of the Solicitors (Disciplinary Proceedings) Rules 2019 dated 6 April 2023 the SRA brought proceedings before the Tribunal making allegations of misconduct against the Respondent. Definitions and abbreviations used herein are those set out in the Rule 12 Statement. The Tribunal made Standard Directions on 13 April 2023. There is a substantive hearing listed for Tuesday 8 to Thursday 10 August 2023.

**Admission**

2. The Respondent, Mr Mahesh Chouhan, admits all of the Allegations and the facts set out in this statement and the parties have agreed a proposed outcome (for ease of reference the numbering of the Allegations are retained from the Rule 12 Statement).
3. The allegations against the Respondent, made by the SRA, are that, whilst a sole practitioner at MMC Solicitors, firm ID 630446 (“the Firm”) and while practising as a Solicitor, he:
  1. Between 10 May 2017 and 8 February 2020, *provided information to a client which informed her that legal proceedings in respect of a claim to recover outstanding rent*

*arrears had been issued and were ongoing. This information was false and the Respondent knew it was false, and in doing so:*

*1.1 Between 10 May 2017 and 25 November 2019, breached all or any of the following:*

*1.1.1 Principle 2 of the SRA Principles 2011; and*

*1.1.2 Principle 6 of the SRA Principles 2011.*

*1.2 Between 24 November 2019 and 8 February 2020, breached all or any of the following:*

*1.2.1 Principle 2 of the SRA Principles 2019;*

*1.2.2 Principle 4 of the SRA Principles 2019; and*

*1.2.3 Principle 5 of the SRA Principles 2019.*

*2. Between 14 October 2019 and 8 February 2020, held himself out as a solicitor who was entitled to practise, when he was not by virtue of his practising certificate being initially suspended on 20 September 2019, and his practising certificate having expired on 31 October 2019:*

*2.1 Between 14 October 2019 and 25 November 2019, breached all or any of the following:*

*2.1.1 Principle 2 of the SRA Principles 2011; and*

*2.1.2 Principle 6 of the SRA Principles 2011; and*

*2.1.3 Rule 9.1 of the SRA Practice Framework Rules 2011.*

*2.2 Between 24 November 2019 and 8 February 2020, breached all or any of the following:*

*2.2.1 Principle 2 of the SRA Principles 2019; and*

*2.2.2 Principle 5 of the SRA Principles 2019.*

*3. Between 15 November 2020 and 4 February 2021, provided information to the SRA that he had not undertaken any legal work or corresponded with any clients. This information was false, and the Respondent knew it was false, and in doing so he breached any or all of:*

*3.1 Principle 2 of the SRA Principles 2019*

*3.2 Principle 4 of the SRA Principles 2019; and*

*3.3 Principle 5 of the SRA Principles 2019.*

4. *Between 18 April 2017 and 4 February 2019, received money from a client into the Firm's Metro Bank Business Account which he did not:*

*4.1 Keep separate from money belonging to himself or the Firm, in breach of rule 1.2(a) SRA Accounts Rules 2011;*

*4.2 Keep safely in a bank or building society account identifiable as a client account in breach of rule 1.2(b) SRA Accounts Rules 2011; and*

*4.3 Use only for that client matter, in breach of rule 1.2(c) SRA Accounts Rules 2011.*

**Dishonesty**

5. *Allegation 1.1 is advanced on the basis that the Respondent's conduct was dishonest. Dishonesty is an aggravating feature of the conduct alleged but is not an essential ingredient of proving the allegations.*

**Professional details**

6. The Respondent was admitted to the Roll of Solicitors on 1 February 2011.

7. The Respondent was a registered sole practitioner working at the Firm, 74 Cranford Drive, Hayes, Middlesex UB3 4LB. The Respondent was the Firm's Compliance Officer for Legal Practice ("COLP") and Compliance Officer for Finance and Administration ("COFA"). According to the Applicant's records the Respondent was the sole solicitor at the Firm from 14 September 2016 onwards.

8. The Respondent also worked as:

12.1 A debt recovery manager at Davidsons Debt Recovery Services ("DDR") until March 2017; and

12.2 An Assistant Solicitor at ABM Solicitors and Advocates, firm ID 556935, between 1 August 2017 and 23 September 2019.

9. On 18 September 2019, an Adjudication Panel of the SRA made the decision to intervene into the practice of the Respondent and ABM Solicitors and Advocates. As a result the Respondent's practising certificate was suspended on 20 September 2019. On 16 June 2020, the Solicitors Disciplinary Tribunal subsequently ordered that the Respondent be suspended from practice as a solicitor for the period of two years to commence 16 June 2020.

10. The Respondent remains on the Roll of Solicitors but does not hold a practising certificate. His 2018/2019 practising certificate expired on 31 October 2019. After the two year period of suspension imposed by the Solicitors Disciplinary Tribunal came to an end on 16 June 2022, the Respondent has not applied for a practising certificate.

### **Agreed facts**

#### **Background and context**

11. On 21 March 2019, the SRA commenced an investigation into ABM Solicitors and Advocates. As part of that investigation, the Respondent was interviewed by the SRA on 16 May 2019. On 19 August 2019, the Respondent received a copy of the intervention report from the SRA which recommended intervention into ABM Solicitors and Advocates. On 23 September 2019, the SRA intervened into the practice of the Respondent and ABM Solicitors and Advocates and the Respondent's conduct was referred to the Solicitors Disciplinary Tribunal.
12. On 16 June 2020 the Solicitors Disciplinary Tribunal considered a joint application from the SRA and the Respondent for an agreed outcome in respect of the disciplinary proceedings against him. The Tribunal approved the outcome and ordered that the Respondent be suspended from practice as a solicitor for a period of two years to commence 16 June 2020. It was also ordered that upon the expiry of the fixed term of suspension, the Respondent be subject to the following conditions restricting his practice:
  - 12.1 He may not practise as a sole practitioner, sole manager or sole owner of an authorised or recognised body; or as a freelance solicitor; or as a solicitor in an unregulated organisation;
  - 12.2 He may not be a partner or member of a Limited Liability Partnership (LLP), Legal Disciplinary Practise (LDP) or Alternative Business Structure (ABS) or other authorised body;
  - 12.3 He may not be a Head of Legal Practice/Compliance Officer for Legal Practice or a Head of Finance and Administration /Compliance Officer for Finance and Administration;
  - 12.4 He may not hold client money or be a signatory to client account;
  - 12.5 He may not work as a solicitor other than in employment approved by the SRA; and



12.6 The Respondent shall immediately inform any actual or prospective employer of these restrictions and the reasons for their imposition.

**Allegation 1: Misinforming client regarding work being undertaken**

13. On 12 September 2016, DDR was approached by Client A1 with a view to recovering an outstanding debt from a tenant that had been residing in one of her properties.

14. On 28 February 2017, Client A1 was informed by the Respondent that he had received confirmation that proceedings could be issued in respect of her claim. The email advised that DDR “use a SRA regulated firm of solicitors called MMC Solicitors” to deal with the litigation and that she would be required to sign a copy of their client care letter.

15. On 4 April 2017, the Respondent sent an email to Client A1 stating:

*“Dear Client A1, I hope you are well. Further to the above matter, I can advise that I have reviewed your full file and believe we are now ready to issue legal proceedings. So that we can proceed, I will require you to put us in funds for the amount of £300 plus court fee of £105. Please kindly make payments to the following account:*

*MMC Solicitors*

*Metro Bank*

*Account number : 21351016*

*Sort Code: 23-05-80*

*In the meantime should you wish to discuss then please do not hesitate to contact me. Regards Mr Mahesh Chouhan”*

16. On 18 April 2017, the Respondent emailed Client A1 stating that he was still awaiting payment to proceed to the next stage.

17. A payment of £405.00 was received from Client A1 on 18 April 2017. The transaction is referenced “Inward Payment EVANS PALMER-EV” on the Firm’s company bank statement.

18. On 11 May 2017, the Respondent sent an email to Client A1 stating:

*“Dear Client A1, I hope you are well. Just a quick update, we issued legal proceedings at the address we had for the defendants, however the claim forms were returned stating that the defendants no longer reside at that address. This may be a delaying tactic or genuine, however I have issued a trace to confirm and will revert back to you with the results. In the meantime should you require any further*

*assistance then please do not hesitate to contact me. Yours sincerely,  
Mr Mahesh Chouhan.”*

19. Following an enquiry from Client A1 regarding an update in her matter, on 5 July 2017, the Respondent sent her an email stating:

*“Dear Client A1. Further to your below email, papers were served on the debtor Ms Buck at the address we had for her, however they were returned by the court stating that the debtor does not reside at that address. The papers are however deemed served and therefore I will be requesting the courts to issue a default judgement [sic]. I will revert back to you the moment I get an update from the courts. Yours sincerely, Mr Mahesh Chouhan”*

20. In response to a request for a further update, the Respondent informed Client A1 on 14 February 2018 that:

*“...We have not heard from the courts, however I did forward your email to my colleague and requested that they chase it up. I will re-issue a trace and forward to the courts to request that proceedings are reissued on the basis that we obtain a judgement [sic] so that the deposit can be released. I will revert back to you as soon as I get a response.”*

21. On 3 February 2019, following a request from Client A1, the Respondent provided the following update:

*“Dear Client A1, Thank you for your email the contents of which have been considered. Apologies for the late response as I've been on sick leave, everything that has been delivered to Ms Buck has been rejected or unsuccessful. I have written to the courts and requested that we have the judgment so that it can be enforced. Though the courts will advise against this, we should still enforce this and wait for Ms Buck to either submit a dispute or await for the bailiffs to attend. The judgement itself will be a CCJ and thus will have repercussions for Ms Buck as it will leave a mark on her credit file. I will submit the application and request that you just pay the application fee of £80. Please confirm you wish to proceed. Regards Mahesh”*

22. In a follow up email sent to Client A1 on 4 February 2019, the Respondent confirmed that the £80.00 additional charge would be the “only cost to you”.

23. On 4 February 2019, Client A1 paid an additional £80.00 to the Firm. The transaction is referenced "Inward Payment EVANS PALMER-EV" on the Firm's company bank statement.
24. On 9 September 2019, Client A1 sent an email to the Respondent asking if there was any news on (a) her receiving her deposit from the deposit protection scheme; and (b) the court proceedings against her former tenants. The Respondent replied the same day on the issue of the deposit only indicating he was waiting for the deposits arbitration to revert back to him and that this could take up to three weeks.
25. On 14 October 2019, Client A1 chased the Respondent for an update referencing the fact that she paid out another £80.00. On 15 October 2019, the Respondent emailed Client A1 stating:

*"Good morning Client A1, Further to your email, I'm still waiting on the arbitrators to revert back to me. I will chase the court up on Friday as I'm away for the next few days with limited Wi-Fi services. In the meantime I will revert back to you as soon as I have an update. Regards Mahesh"*

26. On 22 October 2019, the Respondent emailed Client A1 stating:

*"Dear Client A1, A letter was sent to the courts requesting an update on Friday. Once I get a response I will revert back to you. Regards Mahesh"*

27. On 28 November 2019, the Respondent replied to an email from Client A1 informing her that:

*"Dear Client A1, I have a meeting with the high court bailiffs tomorrow to discuss possibilities of attending the debtor premises myself. I shall revert back to you after the meeting. Regards Mahesh."*

28. On 6 December 2019, the Respondent emailed Client A1 stating:

*"Dear Client A1, Thank you for your email. It was a really positive meeting with the enforcement officers. I have arranged to attend the premises with the enforcement team in 12th December 2019. I will revert back to you with the outcome. Regards Mahesh"*

29. On 3 January 2020, the Respondent replied to an email from Client A1 regarding his attendance at the premises. He informed her that nobody was present when he attended and that they will be revisiting on 10 January.

30. On 27 January 2020, in response to an email from Client A1, the Respondent emailed her with the following update:

*“Dear Client A1, Thank you for your email. I unfortunately didn’t attend this time due to being hospitalised, however have been advised the notice was posted through the letter box. I have a call with the enforcement team on Wednesday and will revert back to you regarding the latest. Regards Mahesh”*

31. This was followed by a further update on 7 February 2020 which stated:

*“Good morning, The enforcement officers have reverted back to me advising they will be returning to the property one last time next week and then revert back to me. Regards Mahesh”*

32. On 20 February 2020, Client A1 emailed the Respondent in the following terms:

*“Hi I am coming to the conclusion that our case against Ms Williams will never be concluded. If the courts will provide some form of letter confirming our claim we can present it to the letting agency so that we can get the deposit which I think was £750. Kind regards Client A1”*

33. Client A1 followed this up with a further email to the Respondent on 8 March 2020, which stated:

*“Hi could you please update me on the current situation regarding Ms S Buck? If I could a copy of the court proceedings to give to the letting agency maybe they will release the deposit to me. Kind regards Client A1”*

34. No replies were received by Client A1 from either the Respondent or the Firm to either email. This prompted a complaint by Client A1 to the SRA on or around 19 March 2020.

35. During the investigation into the Respondent’s conduct, the Respondent was asked to confirm the current status of Client A1’s claim. In an email to the SRA on 3 September 2020, the Respondent confirmed that *“no claim had been issued”*.

## **Allegation 2: Holding himself out as a practising solicitor when not so**

### *Regulatory Requirement*

36. Rule 9.1 of the SRA Practice Framework Rules states:

- 9.1 *If you are practising as a solicitor (including in-house), whether in England and Wales or overseas, you must:*
- (a) have in force a practising certificate issued by the SRA; or*
  - (b) be exempt under section 88 of the Solicitors Act 1974 from holding a practising certificate*

37. On 18 September 2019, an Adjudication Panel of the SRA made the decision to intervene into the practice of the Respondent and ABM Solicitors and Advocates.
38. The Respondent was notified of the intervention into his practice and that of ABM Solicitors and Advocates by letter dated 20 September 2019, sent Recorded Delivery addressed to him at ABM Solicitors and Advocates, 61 Station Road, Hayes, UB3 4BE.
39. That letter explained the grounds for intervention, what the intervention meant, information on how to challenge the intervention and the next steps. At page two of that letter under the heading “*What this means*” it stated in a separate paragraph “*Your practising certificate is immediately suspended.*”
40. The letter also enclosed a copy of the Adjudication Panel’s decision. On page 11 of that decision it outlined as follows:

***“Practising Certificate***

- 5.46 *Due to the fact that we have intervened on the grounds that Mr Chouhan has failed to comply with rules, Mr Chouhan’s practising certificate is suspended.*
- 5.47 *We have been asked to consider intervening into Mr Chouhan’s practice at MMC Solicitors which is Mr Chouhan’s recognised sole practice. We have decided that it is not necessary to consider doing so. As Mr Chouhan’s practising certificate has been suspended he is now prevented from practising through MMC Solicitors.*”

41. On 23 September 2019, the SRA sent an email from their notifications inbox to the Respondent at [maresh@abmsolicitors.com](mailto:maresh@abmsolicitors.com). This email repeated the fact that the Respondent’s practising certificate had been immediately suspended following the decision of the Adjudication Panel and included a contact email address for the Respondent to address any request for the suspension on his practising certificate to be lifted.

42. On 21 October 2019, the Respondent received a firm closure notification form from the SRA for the Firm. The email explained:

*“I understand that you are the sole manager of MMC Solicitors which, according to our records, is not currently trading. As your practising certificate is suspended, you can no longer be the sole manager of this firm. Unless you have alternative proposals for MMC Solicitors, it will need to close.”*

43. The SRA received no response to this email.

44. The SRA did not receive an application from the Respondent to lift the suspension on his Practising Certification following the intervention. His suspended practising certificate for the year 2018/2019 expired on 31 October 2019.

#### *Evidence of the Respondent acting as a solicitor*

##### *Clients A1 and A2*

45. The signed client care letter dated 28 February 2017, included the following paragraphs:

*“MMC Solicitors is a sole practice run by Mr Mahesh Chouhan a qualified solicitor, based at 249 Kinetic House, Theobald Street, Borehamwood, Hertfordshire, WD6 4PJ”*

*“MMC Solicitors are Authorised and Regulated by the Solicitors Regulation Authority”*

46. Included in the footer of the client care letter and appearing on each page was the following passage:

*“Mahesh Chouhan T/a MMC Solicitors is a Sole Practitioner registered in England and Wales Authorised and Regulated by the Solicitors Regulation Authority No. 630446”*

47. On 19 July 2017, the Respondent replied to an email from Client A1 querying the credentials of the Firm stating:

*“Dear Client A1, Thank you for your email below. MMC Solicitors website is currently down due to a cyber attack. This should be up and running by next week. Also please advised that MMC Solicitors is a newly incorporated practice for which I am the sole principle. Please*

*feel free to check my practising status with the solicitors regulation authority with my SRA number which is 630446. I hope this information is satisfactory and keeps you at ease. Yours sincerely Mahesh Chouhan.”*

48. Paragraphs 27 to 33 evidencing communications between the Respondent and Client A1 in respect of her ongoing matter with the Firm during the period 15 October 2019 and 7 February 2020 inclusive are repeated here.
49. All communications received by Client A1 from the Respondent during the period 15 October 2019 and 7 February 2020 inclusive were from an MMC Solicitors email address.

*Client B1*

50. On 18 July 2019, The Respondent witnessed an agreement between Client B2 and Client B1. The agreement required Client B2 to pay a total of £233,000 to Client B1 in six instalments set out in a payment schedule from 1 November 2019 to 1 September 2023. The agreement contained an ABM Solicitors' stamp and a stamp with the Respondent's name on it describing him as "*Solicitor Commissioner for Oaths ABM Solicitors*".
51. On 15 November 2019, the Respondent sent a letter to Client B2 on MMC Solicitors letter headed paper. It outlined that the Firm were instructed by Client B1 in respect of a breach of a payment agreement dated 18 July 2019, and communicated that payment of the debt amount of £232,000.00 was due within 14 days given the alleged breach of the agreement. Client B2 was advised that in the event payment of the outstanding amount was not made within the 14 day period, his client would initiate legal proceedings that would incur additional costs. Client B2 was invited to contact the Firm in the event that he wished to discuss the matter. Given that this was a standard MMC Solicitors letter template, included in the footer of the letter was the following:

*“Mahesh Chouhan T/a MMC Solicitors is a Sole Practitioner registered in England and Wales Authorised and Regulated by the Solicitors Regulation Authority No. 630446”*

52. On 11 December 2019, the Respondent emailed Client B2 informing him that as he hadn't heard from him he "*must advise that we have been instructed by Client B1 to issue legal proceedings*". The Respondent went on to provide Client B1 with a final opportunity to provide a payment plan to present to his client. In the event that a payment plan was not forthcoming the Respondent stated "*we will be advising Client B1 to issue legal proceedings with the aim of obtaining a county court judgement [sic] which he may*

*wish to enforce by way of high court enforcement or obtaining a charging order abasing your property.”* The Respondent also stated that that they were in the process of obtaining a full asset search and to avoid costs escalating to revert back to him as a matter of urgency. The email was signed Mahesh Chouhan, MMC Solicitors.

53. On 22 December 2019, the Respondent again emailed Client B2 to inform him that Client B1 was now in the process of issuing legal proceedings. He did however indicate that he was in a position to negotiate a settlement or payment proposal.

54. Client B2, having discovered that the Respondent was not a practising solicitor as evidenced by the Law Society website, reported him to the SRA.

**Allegation 3: Providing incorrect information to the SRA during its investigation**

55. On 16 November 2020, as part of the ongoing investigation into the Respondent’s conduct, the Respondent emailed the SRA to explain the delay in responding to an earlier email. In that email he stated, *“I will however confirm that after the intervention, I have NOT continued to act for any clients including Client A1.”*

56. In response to additional enquiries raised by the SRA, the Respondent, in an email sent on 3 February 2021, stated *inter alia*:

*“I wish to confirm that since my suspension as a solicitor I have not undertaken any legal work that would cause me to be in breach of the suspension nor have I corresponded with any clients.*

*Relating to the intervention on ABM solicitors and my certificate being suspended, I confirm I have not undertaken any legal work, however I cannot recall if I corresponded with any client since the suspension as many ABM clients were constantly calling wanting to know why the Firm was closed.”*

57. Paragraphs 27 to 33 and 64 to 66 evidencing communications between the Respondent and Client A1 and Client B2 in respect of ongoing matters in which the Firm are instructed during the period 15 October 2019 and 7 February 2020 inclusive are repeated here.

**Allegation 4: Breach of Accounts Rules**

*Regulatory requirement*

58. Rule 1.2 of the SRA Accounts Rules 2011 states:



You must comply with the Principles set out in the Handbook, and the outcomes in Chapter 7 of the SRA Code of Conduct in relation to the effective financial management of the firm, and in particular must:

- (a) Keep other people's money separate from money belonging to you or your firm;
- (b) Keep other people's money safely in a bank or building society account identifiable as a client account (except when the rules specifically provide otherwise);
- (c) Use each client's money for that client's matters only;

59. The Respondent held the following business account for the Firm:

<b>Name on Account</b>	MR M M Chouhan T/A MMC Solicitors
<b>Type of Account</b>	Business Bank Account
<b>Account No</b>	21351016
<b>Sort Code</b>	23-05-80

60. The following payments were received into the above account from the account of Clients A1 and A2:

- 60.1 £405.00 on 18 April 2017 – transaction reference “Inward Payment EVANS PALMER-EV”.
- 60.2 £80.00 on 4 February 2019 – transaction reference “Inward Payment EVANS PALMER-EV”.

61. It was Client A1’s understanding that this money was being paid to the Firm to progress her debt recovery claim which included associated court fees.

62. Other transactions on the same account as identified from the company bank statements include:

<b>Date</b>	<b>Transaction</b>	<b>Value +/- (£)</b>
01/02/2017	Account to Account Transfer MICHELLE CONWAY & STEVEN CONWAY Landlords Lawyer	+864.00
06/02/2017	Card Purchase 02 FEB 2017 SAINSBURYS PFS0458 WATFORD GBR GBR	-30.00
21/02/2017	Card Purchase 19 FEB 2017 ASDA PETROL 4414 HAYES GBR GBR	-40.00
15/03/2017	Outward Faster Payment Jeffreys Solicitors HSBC Bank PLC	-1032.00
21/03/2017	Card Purchase 17 MAR 2017 NEXT RETAIL LTD	-56.05
07/04/2017	Outward Faster Payment Mahesh Chouhan NATWEST BANK PLC	-200.00

10/04/2017	Card Purchase 06 APR 2017 COUNTY COURT	-355.00
08/05/2017	Inward Payment PATEL B D	+600.00
18/05/2017	Card Purchase 16 MAY 2017 INDIGO PARK SOLUTI	-5.90
07/06/2017	Card Purchase 05 JUN 2017 POUNDLAND LTD	-6.00
03/10/2017	Card Purchase 30 SEP 2017 TESCO STORE 2642	-64.11
20/02/2018	Account to Account Transfer MR M M CHOUHAN T/A MMC Solicitors	+6250.00
20/02/2018	Outward Faster Payment Rosine Perelberg NATWEST BANK PLC	-5000.00
12/02/2019	Card Purchase 09 FEB 2019 TESCO STORE 2642	-16.67
23/04/2019	Card Purchase 18 APR 2019 ISHEKA FOOD AND WINE HAYES	-9.20

63. The closing balance on the account as at 29 November 2019 was zero.

### **Breaches of Principles**

#### **Allegation 1 - Misinforming client regarding work being undertaken**

64. Between 10 May 2017 and 8 February 2020, the Respondent repeatedly provided information to a client which he knew to be false regarding the existence and progress of an ongoing debt claim. In doing so, he:

- a. Was dishonest according to the test laid down in *Ivey v Genting Casinos (UK) Ltd [2017] UKSC 67*. Principle 4 of the SRA Principles 2019 was therefore breached (insofar as the conduct occurred after 25 November 2019) and, insofar as the conduct occurred before 25 November 2019, Allegation 1.1 was aggravated by the dishonesty demonstrated by the Respondent;
- b. was not acting with integrity and breached Principle 2 of the SRA Principles 2011 for the period 10 May 2017 and 25 November 2019, and Principle 5 of the SRA Principles 2019 for the period 24 November 2019 to 8 February 2020; and
- c. was not acting in a way that maintained the trust the public places in solicitors in the provision of legal services and breached Principle 6 of the SRA Principles 2011 for the period 10 May 2017 and 25 November 2019 and Principle 2 of the SRA Principles 2019 for the period 24 November 2019 to 8 February 2020.

#### **Allegation 2: Holding himself out as a practising solicitor when not so**

65. By holding himself out as a solicitor at a time when his practising certificate had (a) been suspended and (b) expired The Respondent:

- a. did not act with integrity. He therefore breached Principle 2 of the SRA Principles 2011 for the period 14 October 2019 to 25 November 2019 and further breached Principle 5 of the SRA Principles 2019 for the period 24 November 2019 to 8 February 2020;
- b. did not act in a way that maintained the trust the public places in solicitors in the provision of legal services. He therefore breached Principle 6 of the SRA Principles 2011 for the period 14 October 2019 to 25 November 2019 and further breached Principle 2 of the SRA Principles 2019 for the period 24 November 2019 to 8 February 2020; and
- c. breached Rule 9.1 of the SRA Practice Framework Rules 2011.

**Allegation 3: Providing incorrect information to the SRA during an investigation**

66. By falsely confirming to the SRA that since his suspension had been imposed he had not undertaken any legal work; and had not corresponded with any clients, the Respondent:

- a. Was dishonest according to the test laid down in *Ivey v Genting Casinos (UK) Ltd [2017] UKSC 67*. Principle 4 of the SRA Principles 2019 was therefore breached.
- b. Not acting with integrity. Principle 5 of the SRA Principles 2019 was therefore breached; and
- c. Not acting in a way that maintained the trust the public places in solicitors in the provision of legal services. Principle 2 of the SRA Principles 2019 was therefore breached.

**Allegation 4: Breach of Accounts Rules**

67. The Respondent operated a single business bank account to accommodate all of the Firm's financial activity. It is evident from the bank statements for that account that it was being used:

- a. To receive client monies;
- b. To transfer money to the Respondent's personal bank account; and
- c. To make general purchases unrelated to client matters.

68. The Respondent therefore breached Rule 1.2(a), 1.2(b) and 1.2(c) of the SRA Accounts Rules 2011.

### **Non-Agreed Mitigation**

69. 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.
70. The Respondent states: *"I am remorseful for my conduct which was very much out of character and I am ashamed as I was a good solicitor and only wanted the best for my clients. It was only once I joined ABM Solicitors and the betrayal from the then owner of the firm that I am in this mess."*
71. He also explains that he has suffering significant health issues and stress, he explains that [REDACTED]  
[REDACTED] caused my marriage to break down leading to a divorce in December 2022. I just want the tribunal to know that I am a good person that is going through a lot in his life".

### **Agreed outcome**

72. The Respondent admits the entirety of Allegations 1 to 4 and accepts that he was dishonest in respect of allegation 1.1.
73. He agrees to be struck off the Roll of Solicitors.
74. He agrees to pay the SRA's costs in this matter in the sum of £1,500.00 inclusive of VAT.

### **Explanation as to why such an order would be in accordance with the Tribunal's sanctioning guidance (10<sup>th</sup> edition)**

75. 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 Note on Sanction (10<sup>th</sup> edition).
76. The Respondent has admitted dishonesty. The Solicitors Disciplinary Tribunal's "Guidance Note on Sanctions" (10<sup>th</sup> edition), states that: "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)).”

77. 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...”

78. The Applicant has considered the relevant factors. In this regard it is submitted that:

- a. The Respondent was fully culpable for the conduct. The Respondent had an obligation to his clients to furnish them with the full and accurate information. Instead he chose to deliberately provide Client A1 with incorrect information. When asked to provide updates in the matter, he maintained the lie by providing further information that he knew was untrue.
- b. The Respondent was instructed in September 2016 to recover an outstanding debt for the client. Dishonest statements were made to the client regarding court proceedings that had been commenced and were ongoing with a view to the matter being resolved on:
  - i. 5 July 2017;
  - ii. 14 February 2018;
  - iii. 3 February 2019;
  - iv. 4 February 2019;
  - v. 9 September 2019;
  - vi. 14 October 2019;
  - vii. 22 October 2019;
  - viii. 28 November 2019;
  - ix. 6 December 2019;
  - x. 3 January 2020; and
  - xi. 27 January 2020.

- c. On 18 April 2017, the Respondent received £405.00 from his client to pursue court proceedings. He advised her that the relevant court fee for commencing proceedings was £105.00. On 3 February 2019, after several dishonest statements had been made about ongoing proceedings, a further £80.00 was demanded to progress the case by applying for a judgment, this was paid by the client on 4 February 2019.
- d. The Respondent's dishonest conduct after 20 September 2019 was conducted at a time when his practising certificate had been suspended by the SRA and he was therefore purporting to be a practising solicitor; and
- e. When challenged by the SRA about acting for clients at a time when his practising certificate had been suspended, he denied such conduct and provided the SRA with information which he knew not to be true.

79. Ordinary decent people would consider the Respondent's conduct to be dishonest.

80. The Respondent admits that his conduct was dishonest and does not assert that exceptional circumstances which might justify a departure from the inevitable consequence of striking off arise in this case.

81. The Applicant considers that, in the context of the admitted misconduct, an immediate strike-off is the only appropriate sanction and will have an appropriate effect on public confidence in the legal profession and adequately reflects serious misconduct. The Parties consider 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 which is in the public interest. These were serious acts of dishonesty and the case plainly does not fall within the small residual category where striking off would be a disproportionate outcome. Accordingly, the fair and proportionate outcome in this case is for the Respondent to be struck off the Roll of Solicitors.

Signed:

John Tippett-Cooper (Capsticks Solicitors LLP)  
Signed for on behalf of the SRA

Date: 10 July 2023

Signed:

^  
Mahesh Chouhan  
Respondent

Date:

07/07 2023