

**SOLICITORS DISCIPLINARY TRIBUNAL**

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12460-2023

**BETWEEN:**

SOLICITORS REGULATION AUTHORITY LTD. Applicant

and

MATTHEW GOLDBOROUGH Respondent

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Before:

Mr P Lewis (in the chair)  
Mr M N Millin  
Ms K Wright

Date of Hearing: 19 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 Goldborough made by the SRA were that:

1. Between 17 July 2017 and 28 September 2022, requested and received money from clients for legal services, by bank transfer into his personal bank account and in cash, which he failed to pay into a client account or return to the client.
  - 1.1 Between 17 July 2017 and 24 November 2019, in breach of any or all of:
    - 1.1.1 Rule 1.2(a) of the SRA Accounts Rules 2011;
    - 1.1.2 Rule 1.2(b) of the SRA Accounts Rules 2011;
    - 1.1.3 Rule 1.2(c) of the SRA Accounts Rules 2011;
    - 1.1.4 Rule 14.1 of the SRA Accounts Rules 2011;
    - 1.1.5 Rule 14.3 of the SRA Accounts Rules 2011;
    - 1.1.6 Principle 2 of the SRA Principles 2011;
    - 1.1.7 Principle 4 of the SRA Principles; and
    - 1.1.8 Principle 6 of the SRA Principles.
  - 1.2 Between 25 November 2019 and 28 September 2022, in breach of any or all of:
    - 1.2.1 Rule 2.3 of the SRA Accounts Rules 2019;
    - 1.2.2 Rule 2.4 of the SRA Accounts Rules 2019;
    - 1.2.3 Rule 2.5 of the SRA Accounts Rules 2019;
    - 1.2.4 Principle 2 of the SRA Principles 2019;
    - 1.2.5 Principle 5 of the SRA Principles 2019; and
    - 1.2.6 Principle 7 of the SRA Principles 2019.
2. Between 17 July 2017 and 28 September 2022, accepted instructions and funds from clients for legal work that was never undertaken by him.
  - 2.1 Between 17 July 2017 and 24 November 2019, in breach of any or all of:
    - 2.1.1 Outcome 1.5 of the SRA Code of Conduct 2011;
    - 2.1.2 Principle 4 of the SRA Principles 2011; and
    - 2.1.3 Principle 6 of the SRA Principles 2011.
  - 2.2 Between 25 November 2019 and 28 September 2022, in breach of any or all of:
    - 2.2.1 Paragraph 3.2 of the SRA Code of Conduct for Solicitors, RELs and RFLs;
    - 2.2.2 Principle 2 of the SRA Principles 2019; and
    - 2.2.3 Principle 7 of the SRA Principles 2019.
3. Between 13 April 2021 and 17 July 2021, failed to disclose the existence of clients he had been instructed to act for to Julia & Rana Solicitors and failed to maintain case records for those clients when he was under a contractual duty to do so, dishonestly intending by those failures to make a gain for himself or cause a loss to Julia & Rana Solicitors. In doing so the Respondent breached any or all of:

- 3.1 Principle 4 of the SRA Principles 2019; and
- 3.2 Principle 5 of the SRA Principles 2019.

#### **Documents**

4. The Tribunal had before it the following documents:-
  - Rule 12 Statement dated 18 April 2023 and exhibit JTC1.
  - Statement of Agreed Facts and Proposed Outcome signed and dated by the parties on 12 and 17 July 2023.

#### **Background**

5. Mr Goldborough was admitted to the Roll of Solicitors in October 2005. Records held by the Applicant demonstrated that, at the material time, he held the positions of consultant, associate and employee at NR Legal Solicitors, Julia & Rana Solicitors, Caveat Solicitors Limited and Copper Stone Solicitors.
6. Mr Goldborough was last issued with a Practising Certificate for 2021/2022 subject to conditions that he (a) shall not act as manager or owner of any authorised body, (b) may act as an employed solicitor in circumstances where the Applicant has approved the same and (c) cannot hold or receive client money or act as signatory to any client or office account and cannot authorise transfers from any client or office account.

#### **Application for Permission to file an Agreed Outcome out of time**

7. The parties made a joint application dated 17 July 2023 in the following terms:

“... The parties jointly apply for the Tribunal to grant an Agreed Outcome ('AO').

The parties were unable to finalise the details of the AO for it to be submitted 28 days prior to the substantive hearing (commencing 1 August 2023) as per Section 25(1) of The Solicitors (Disciplinary Proceedings) Rules 2019. The parties therefore apply for the AO to be considered with the permission of the Tribunal, as per paragraph 8 of the Tribunal's Practice Direction 1: Agreed Outcomes.

We apologise to the Tribunal for the late filing of this document. We appreciate the importance of complying with the timeframes set by the Tribunal and no disrespect or discourtesy is intended. As the Tribunal will appreciate, the Respondent is agreeing to the ultimate sanction that can be imposed by the Tribunal and time was required for the proper consideration of the issues, including in respect of costs. The substantive hearing is not listed until 1 August and we hope that the late filing of this AO does not cause undue inconvenience to the Tribunal.

We would invite to the Tribunal to consider the application in the interests of justice and to avoid the parties and the Tribunal from incurring unnecessary costs...”

### The Tribunal’s Decision

8. The Tribunal carefully considered the joint application and the basis upon which it was advanced. Whilst the non-compliance with Rule 25(1) of the Solicitors (Disciplinary Proceedings) Rules 2019 was regrettable, the Tribunal did not consider this to be a wanton disregard of the same.
9. The application was not made at the “doors of the court”. The only conceivable sanction in light of the admissions to dishonest misconduct was agreed by the Parties. In those circumstances the Tribunal determined that it was not in the public interest for matters to proceed to a substantive hearing.
10. The Tribunal therefore GRANTED permission to file the AO out of time.

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

11. The parties invited the Tribunal to deal with the Allegations against the Respondent 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.

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

12. 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 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.
13. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the Respondent’s admissions were properly made.
14. The Tribunal considered the Guidance Note on Sanction (Tenth Edition: June 2022). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed.
15. Given the admission by Mr Goldborough to allegations of dishonesty and absent any exceptional circumstances advanced by him, or evident on the face of the papers, the Tribunal was satisfied that the proposed outcome striking him from the Roll was both reasonable and proportionate in all of the circumstances.

### **Costs**

16. Costs were agreed between the Parties in the sum of £1,000.00 which the Tribunal considered was reasonable and proportionate to the case.

**Statement of Full Order**

17. The Tribunal Ordered that the Respondent, MATTHEW GOLDBOROUGH, 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 £1,000.00.

Dated this 10<sup>th</sup> day of August 2023  
On behalf of the Tribunal

*P Lewis*

P Lewis  
Chair

**JUDGMENT FILED WITH THE LAW SOCIETY**  
**17 AUG 2023**



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

**SOLICITORS REGULATION AUTHORITY LIMITED**

**Applicant**

**and**

**MATTHEW GOLDBOROUGH**

**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 Tippett-Cooper, on behalf of the Applicant, the Solicitors Regulation Limited ("SRA"), pursuant to Rule 12 of the Solicitors (Disciplinary Proceedings) Rules 2019 dated 18 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 24 April 2023. There is a substantive hearing listed from Tuesday 1 to Friday 4 August 2023.

**Admission**

2. The Respondent, Mr Matthew Goldborough, 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 practising as a Solicitor, he:
  1. *Between 17 July 2017 and 28 September 2022, requested and received money from clients for legal services, by bank transfer into his personal bank account and in cash, which he failed to pay into a client account or return to the client.*

*1.1. Between 17 July 2017 and 24 November 2019, in breach of any or all of:*

Sensitivity: General

- 1.1.1. *Rule 1.2(a) of the SRA Accounts Rules 2011;*
    - 1.1.2. *Rule 1.2(b) of the SRA Accounts Rules 2011;*
    - 1.1.3. *Rule 1.2(c) of the SRA Accounts Rules 2011;*
    - 1.1.4. *Rule 14.1 of the SRA Accounts Rules 2011;*
    - 1.1.5. *Rule 14.3 of the SRA Accounts Rules 2011;*
    - 1.1.6. *Principle 2 of the SRA Principles 2011;*
    - 1.1.7. *Principle 4 of the SRA Principles 2011; and*
    - 1.1.8. *Principle 6 of the SRA Principles 2011.*
  - 1.2. *Between 25 November 2019 and 28 September 2022, in breach of any or all of:*
    - 1.2.1. *Rule 2.3 of the SRA Accounts Rules 2019;*
    - 1.2.2. *Rule 2.4 of the SRA Accounts Rules 2019;*
    - 1.2.3. *Rule 2.5 of the SRA Accounts Rules 2019;*
    - 1.2.4. *Principle 2 of the SRA Principles 2019;*
    - 1.2.5. *Principle 5 of the SRA Principles 2019; and*
    - 1.2.6. *Principle 7 of the SRA Principles 2019.*
2. *Between 17 July 2017 and 28 September 2022, accepted instructions and funds from clients for legal work that was never undertaken by him.*
  - 2.1. *Between 17 July 2017 and 24 November 2019, in breach of any or all of:*
    - 2.1.1. *Outcome 1.5 of the SRA Code of Conduct 2011;*
    - 2.1.2. *Principle 4 of the SRA Principles 2011; and*
    - 2.1.3. *Principle 6 of the SRA Principles 2011.*
  - 2.2. *Between 25 November 2019 and 28 September 2022, in breach of any or all of:*
    - 2.2.1. *Paragraph 3.2 of the SRA Code of Conduct for Solicitors, RELs and RFLs;*
    - 2.2.2. *Principle 2 of the SRA Principles 2019*
    - 2.2.3. *Principle 7 of the SRA Principles 2019.*
3. *Between 13 April 2021 and 17 July 2021, failed to disclose the existence of clients he had been instructed to act for to Julia & Rana Solicitors and failed to maintain case records for those clients when he was under a contractual duty to do so, dishonestly intending by those failures to make a gain for himself or cause a loss to Julia & Rana Solicitors. In doing so the Respondent breached all or any of:*
  - 3.1. *Principle 4 of the SRA Principles 2019; and*
  - 3.2. *Principle 5 of the SRA Principles 2019.*



**Professional details**

4. The Respondent was admitted to the Roll of Solicitors on 3 October 2005.
5. The Respondent's SRA records demonstrate that he worked in the following roles at the respective times:

<b>Firm</b>	<b>Position</b>	<b>From</b>	<b>To</b>
NR Legal Solicitors	Consultant	2 December 2016	5 July 2019
Julia & Rana Solicitors	Associate	4 June 2018	28 November 2018
Julia & Rana Solicitors	Consultant	1 January 2019	1 March 2019
Julia & Rana Solicitors	Associate	9 July 2019	30 April 2021
Caveat Solicitors Limited	Consultant	1 October 2020	30 November 2021
Copper Stone Solicitors	Employee	3 May 2021	11 June 2021

6. The Respondent's practising certificate for 2021/2022 was subject to the following conditions:
  - 6.1. The Respondent shall not act as a manager or owner of any authorised body.
  - 6.2. Subject to condition 1), the Respondent may act as a solicitor, only as an employee where the role has first been approved by the SRA.
  - 6.3. The Respondent does not hold or receive client money, or act as a signatory to any client or office account or have the power to authorise transfers from any client or office account.
7. The Respondent remains on the Roll of Solicitors but does not hold a practising certificate.

**Agreed facts**

8. On 4 November 2020, the SRA received a complaint from Client B1 regarding the professional conduct of the Respondent.
9. The complaint prompted an investigation by the SRA, which revealed various instances of the Respondent (a) receiving client money into his personal bank account; and (b) failing to progress client matters.

**Allegation 1: Receiving client money which he failed to pay into a client account**

***Regulatory Requirement***

10. Rules 1.2(a), 1.2(b) and 1.2(c) of the SRA Accounts Rules 2011 create an obligation to keep client money separate from your own money and that of the firm, to keep it in an

identifiable client account and to use it for client matters only. Rules 1.2(a), 1.2(b) and 1.2(c) read as follows:

Rule 1.2      *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;*

11. Rule 14 of the SRA Accounts Rules 2011 governs the use of client money. Rules 14.1 and 14.3 read:

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).

Rule 14.3      Client money must be returned to the client (or other person on whose behalf the money is held) promptly, as soon as there is no longer any proper reason to retain those funds. Payments received after you have already accounted to the client, for example by way of a refund, must be paid to the client promptly.

12. Rule 2.3 of the SRA Accounts Rules 2019 creates an obligation to ensure money received from a client is paid promptly into a client account. It reads:

Rule 2.3      *You ensure that client money is paid promptly into a client account unless:*  
*(a) in relation to money falling within 2.1(c), to do so would conflict with your obligations under rules or regulations relating to your specified office or appointment;*  
*(b) the client money represents payments received from the Legal Aid Agency for your costs; or*  
*(c) you agree in the individual circumstances an alternative arrangement in writing with the client, or the third party, for whom the money is held.*

13. Rule 2.4 of the SRA Accounts Rules 2019 creates an obligation to ensure client money is available on demand. It reads:

Rule 2.4      *You ensure that client money is available on demand unless you agree an alternative arrangement in writing with the client, or the third party for whom the money is held.*

14. Rule 2.5 of the SRA Accounts Rules 2019 creates an obligation to return client money when there is no longer a proper reason to hold it. It reads:

Rule 2.5      *You ensure that client money is returned promptly to the client, or the third party for whom the money is held, as soon as there is no longer any proper reason to hold those funds.*

**Agreed facts in respect of the allegation**

**Client A1**

15. On 17 July 2017, Client A1 emailed the Respondent at [matt@nrlegal.co.uk](mailto:matt@nrlegal.co.uk) indicating that she would like to instruct his firm, NR Legal Solicitors, in respect of her divorce proceedings.

16. At all times Client A1 was of the view that she was instructing NR Legal Solicitors. After initially approaching the firm in July 2017, the Respondent was allocated to her matter. She received an engagement letter with the NR Legal Solicitors letterhead and work conducted on her previous matter had the same NR Legal Solicitors letterhead.

17. The Respondent informed Client A1 that legal fees would cost £1,000.00. Client A1 indicated that she could not afford this in one single payment and as a result made two payments in cash to the Respondent totalling £650.00 by September 2017. Client A1 received separate receipts for each payment which contained an NR Legal stamp mark.

18. On 8 September 2017, Client A1 sent a text message to the Respondent on telephone number [REDACTED] stating:

*"This is to confirm that I have paid £300 and will give the outstanding £50 to you by Monday"*

19. Between 8 September 2017 and 26 February 2018, no work was undertaken by the Respondent in respect of Client A1's matter. Client A1 requested a refund of the money that she paid the Respondent on 26 February 2018. Arrangements were made between Client A1 and the Respondent to meet at the offices of NR Legal Solicitors on both 2 and 3 March 2018; Client A1 cancelled the former and the Respondent cancelled the latter due to a family emergency. The Respondent has not returned the £650.00 paid by Client A1, nor has he made any efforts to do so.

20. Enquiries with NR Legal Solicitors confirmed that whilst they had a record of Client A1 on their systems, it did not have a record of any payment being made by this individual to the firm and therefore no money had been deposited in the client account for this individual.

**Clients B1 and B2**

21. In or about October 2018, Client B1 contacted NR Legal Solicitors with a view to making a visa application on behalf of his wife to enable her to stay in the country. Client B1 spoke to the Respondent who advised him that an application under the Human Rights Act to keep a family together would need to be made. In respect of anticipated fees the Respondent explained:

- 21.1. The application would not be covered by Legal Aid;
  - 21.2. The application would cost £700.00; and
  - 21.3. A £250.00 to £300.00 deposit would need to be paid initially.
22. On 3 October 2018, Clients B1 and B2 met with the Respondent at the office of NR Legal Solicitors. The application was discussed and the Respondent stated that he would apply to have the visa fees and NHS surcharge medical excess fees waived on the grounds of limited means. The Respondent was informed at this meeting that Client B2's visa expired on 19 October 2018.
23. Paperwork was signed by Client B2 at this meeting and the Respondent took original documents from Client B1 and B2 which included their passports, marriage certificate and translated marriage certificate. Client B1 paid the Respondent £300.00 in cash and the Respondent gave him a receipt from NR Legal Solicitors. The receipt indicated that £400.00 was left outstanding to pay.
24. The Respondent asked Client B1 to call him once the balance of £400.00 had been transferred to his personal bank account. Client B1 asked the Respondent why money was being transferred to his personal bank account; the Respondent replied stating it was because he was in partnership with someone else at the firm. Client B1 transferred the funds the following day as demonstrated by his bank statement which records the payment as being processed on 5 October 2018. The corresponding payment can be seen crediting the Respondent's bank account the same day with the reference [REDACTED].
25. Client B1 confirmed payment of the outstanding funds and sent additional documents to the firm by recorded delivery as requested.
26. Between 5 October 2018 and 25 November 2021, no work was undertaken by the Respondent in respect of Client B1 and B2's matter. Having been unhappy with the level of service received from the Respondent, Client B1 reported the Respondent to the Legal Ombudsman. This ultimately resulted in the Respondent returning all original documentation to Clients B1 and B2 on or about 24 November 2021. The Respondent has not returned the £700.00 paid by Clients B1 and B2, nor has he made any efforts to do so.
27. NR Legal Solicitors has confirmed that the firm holds no files in respect of either Client B1 or Client B2. They have also confirmed they have no record of either the £300.00 or the £400.00 paid by Client B1 being transferred into their client account as there is no record of the money ever being received by them.

#### **Client C1**

28. Client C1 was assisted by the Respondent in December 2018, in relation to an immigration matter. In late 2019, Client C1 approached the Respondent again to assist her with matrimonial matters.
29. On 30 January 2020, Client C1 made a payment of £850 to the Respondent. This payment was made to an account in the name of 'M Goldborough', account number [REDACTED], sort code [REDACTED]. The Respondent informed Client C1 that £550.00 was for a court fee and £300.00 was for his fees. The Respondent also stated that he would need a further £300.00 within the next two months and referenced the need to "feed his boss". No invoice

or receipt was provided by the Respondent or the firm following payment. The payment can be seen as a receipt on the Respondent's bank statement with the details '██████████ ██████████'.

30. In early 2021, Client C1 contacted the Respondent again following the commencement of legal proceedings by her ex-husband relating to the family home and access rights to their children. The Respondent expressed a willingness to assist but asked for further payments. Client C1 agreed to make small payments and sent transfers to the same account she had previously sent money to on 29 January 2021 and 5 March 2021 for £100.00. These can be seen as receipts on the Respondent's bank statements. The details associated with both payments are '██████████'. Again, Client C1 received no invoice or receipt for these payments.
31. Between March 2021 and September 2021, no work was undertaken by the Respondent in respect of Client C1's matter. Client C1 requested a return of her documents and a refund of the money that she paid the Respondent in September 2021. The Respondent returned Client C1's documents and made payments of £200 to her on both 1 November 2021 and 11 November 2021. Despite it being agreed that the full amount of £1,050.00 would be repaid, no further repayments were made and £650.00 remains outstanding.
32. Caveat Solicitors has confirmed that the firm holds no files in respect of Client C1. They have also confirmed they have no record of any payments received from her or from somebody on her behalf.

#### Clients D1 and D2

33. Clients D1 and D2 instructed the Respondent in an immigration matter when he was working for NR Legal Solicitors in 2017.
34. On 14 April 2021, Client D1 contacted the Respondent by telephone seeking his help in respect of a further immigration matter. On 15 April 2021, the Respondent called Client 1 back and advised her that he was now working for Julia & Rana Solicitors. The Respondent asked Client 1 how she would pay for the work and she informed him that she would pay in cash. The Respondent stated that he would message her details of the application and legal fees and they arranged to meet at the offices of Julia & Rana Solicitors at 10am on 19 April 2021.
35. On 16 April 2021, the Respondent sent a text message to Client D1 stating:

*"My fee 600 Home Office fee 1033 NhS 1560"*
36. On 19 April 2021, Client D1 met with the Respondent at the offices of Julia & Rana Solicitors, 320 Romford Road, Forest Gate, London E7 8BD. Client D1 provided the Respondent with various documents including passports and bank statements and the application procedure was discussed. Client D1 informed the Respondent that the application deadline was 23 April 2021 and that the application needed to be submitted by this date. Client D1 paid the Respondent £3190.00 in cash and received two receipts; one for the application and NHS fees (£2590.00) and one for legal fees (£600.00). Both were stamped by the Respondent with a Julia & Rana Solicitors stamp.
37. An entry in the Respondent's bank statement evidences a £600.00 deposit into the account on 19 April 2021. The payment has the reference "██████████".

38. On 22 April 2021, Client D1 contacted the Respondent for an update. The Respondent informed her that the website on which the application had to be submitted was not working the previous day and that he was going to complete the application now. The Respondent informed Client D1 that a further £150.00 would need to be paid for biometric appointments and scanning. The Respondent asked for payment and provided his bank details in a text message:

"M Goldborough [REDACTED] bank account. [REDACTED]  
[REDACTED]"

39. Client D1 made payment to the Respondent and forwarded confirmation of payment of the £150.00 to him via text message. There is a credit of £150.00 recorded in the Respondent's bank statements with the reference [REDACTED] FLR BGC [REDACTED] for 22 April 2021.

40. Later that day the Respondent forwarded emails confirming the application had been made together with the respective Home Office and NHS payments. It is noted in those emails that the application has been made from the Respondent's personal email address, namely [REDACTED]. The emails outlined the associated fees for each application and attached receipts. The Home Office fee was £1052.20, not the £1033.00 that was originally stated. The NHS health surcharge fee was £1560.00.

41. The following payments are recorded on the Respondent's bank statements:

Details	Payment
ON 22 APR BCC IHS219880698PA01 2	£1052.20
ON 22 APR BCC HSBC 400731OLD BRD ST E	£1560.00

42. In chasing progress of the application with Julia & Rana Solicitors, Client D1 came to understand from Julia & Rana Solicitors that (a) the Respondent had been suspended and told to leave the office on 19 April 2021; and (b) there was no record of her as a client on their company files.

43. On 16 July 2021, the Respondent confirmed in an email to Client D1 that the leave to remain application had been successful and the biometric card would be sent in the post.

44. Julia & Rana Solicitors has confirmed that the firm holds no files in respect of Client D1 or D2.

**Allegation 2: Failing to progress client matters in a timely manner**

***Regulatory Requirement***

45. Outcome 1.5 of the SRA Code of Conduct 2011, states:

O (1.5)      *the service you provide to clients is competent, delivered in a timely manner and takes account of your clients' needs and circumstances;*

46. Paragraph 3.2 of the SRA Code of Conduct for Solicitors, RELs and RFLs, states:

3.2                      *You ensure that the service you provide to clients is competent and delivered in a timely manner.*

**Agreed facts in respect of the allegation**

**Client A1 - [REDACTED]**

47. The agreed facts as outlined at paragraphs 15 to 20 above are repeated as part of this allegation.

48. On 27 September 2017, Client A1 sent the Respondent a text message stating:

*"Hello Mathew. Hope all is well. Could you please call me today or tomorrow regarding my divorce application. I tried calling today. However, there was no response. Thank you."*

49. On 3 November 2017, Client A1 sent a further message on a separate issue, however, included in the body of that message was the following:

*"... Hope all is well Mathew. I have contact you and also sent you a message to get an update regarding the divorce process. But didnt [sic] get a response."*

50. Shortly after receiving this text message the Respondent replied indicating that he would call her about the divorce next week.

51. On 23 January 2018, Client A1 sent an email to the Respondent seeking an update regarding the stage of her divorce application.

52. On 22 February 2018, Client A1 sent two text messages to the Respondent immediately after one another stating:

*"Hello Mathew. Could you please contact me urgently. I left a message with your receptionist yesterday in your office requesting for you to call me"  
"I await you call. Thanks"*

53. The Respondent replied four days later on 26 February 2018, indicating that he was at court and that he would call her in the afternoon. The same day Client A1 sent several messages requesting a call. Her penultimate message to the Respondent sent at 18:04 stated:

*"Following our telephone discussion today. Could you please confirm when you will be available this week. I need my refund £650 back, as I am not happy with ur [sic] service and I no longer require your company to represent me."*

54. The Respondent replied asking her to attend his office at 5pm on 2 March 2018. Client A1 accepted this offer of a meeting, however, cancelled the meeting on the day. A further meeting was arranged for 3 March 2018 but the Respondent sent a text message to Client A1 on the day stating he was not in the office in the afternoon due to a family emergency.

55. Client A1 did not hear from the Respondent after this date. She did not receive a refund and as far as she is aware, no work was completed by the Respondent in her divorce matter.

**Clients B1 and B2 – [REDACTED]**

56. The agreed facts as outlined at paragraphs 21 to 27 above are repeated as part of this allegation.

57. Client B1 kept trying to contact the Respondent for an update on Client B2's visa application but the Respondent did not answer his calls. In July 2019, Client B1 called NR Legal Solicitors only to be informed that the Respondent had left the firm and was working at Julia & Rana Solicitors, 320 Romford Road, Forest Gate, London E7 8BD. Client B1 telephoned the Respondent's new firm and spoke to the Respondent who informed him that he would retrieve the file from NR Legal Solicitors and "chase up" the immigration case. This was the last time Client B1 spoke to the Respondent.

58. Client B1 made attempts to call the Respondent during the period July - August 2019, however, his calls were never answered by the Respondent.

59. In August 2020, Client B1 telephoned Julia & Rana Solicitors to speak to the Respondent. Client B1 spoke to the receptionist who informed her that the Respondent was not available. Client B1 explained the urgency of the matter given that his wife's passport had expired on 9 July 2020. The receptionist informed Client B1 that she would get the Respondent to call him and that if the Respondent didn't, she would provide an update herself. Client B1 did not hear from either the Respondent or the receptionist following this call.

60. On 18 September 2020, Client B1 spoke to somebody at the Home Office and explained everything that had happened in respect of the visa application and the Respondent. The individual from the Home Office checked their records and confirmed no application had been received from the Respondent. Client B1 was advised to report the matter to the police which he did the same day.

61. Client B1 also reported his concerns to the Legal Ombudsman. A final decision was made by the Legal Ombudsman on 15 October 2021. This decision was not accepted by Client B1.

62. On 25 November 2021 Royal Mail attempted a delivery of a package at Client B1's address. This package was collected the following day by Client B1. The package contained all the papers that had been given to the Respondent in October 2018 together with a letter addressed to the Respondent from the SRA dated 20 August 2021 which instructed the Respondent to return documents in his possession to Client B1 and B2 by no later than 27 August 2021.

63. Client B1 has been advised that any subsequent visa application will now be very difficult given that the original visa has expired. Client B1 has been advised that had the application been made prior to the expiry of the visa on 19 October 2018, it would have been a straightforward application.

64. After making two payments totalling £700.00 to the Respondent, Client B1 denies ever being asked by the Respondent for additional funds in order for him to process his instructions.



**Client C1 – [REDACTED]**

65. The agreed facts as outlined at paragraphs 28 to 32 above are repeated as part of this allegation.
66. On 7 February 2020, the Respondent visited Client C1 at her home address to discuss the case and collect papers. After this Client C1 states that there seemed to be no progress with the case despite "*chasing him by text message and telephone calls*". When the Respondent did reply he blamed the coronavirus outbreak for delaying matters.
67. In early 2021, Client C1 contacted the Respondent again following the commencement of legal proceedings by her ex-husband relating to the family home and access rights to their children. The Respondent expressed a willingness to assist but asked for further payments. Client C1 agreed to make small payments and sent transfers to the same account she had previously sent money to on 29 January 2021 and 5 March 2021 for £100.00. Additional documents were provided to the Respondent to work on at the time these payments were made.
68. In June 2021, Client C1's ex-husband had taken his claims to court and the Respondent was scheduled to attend a court hearing to represent her. The Respondent did not attend.
69. On 6 July 2021, Client C1 met the Respondent at a restaurant in Stratford. The Respondent informed her that he was no longer working at a firm but that he would work on the documents he had been provided with.
70. In September 2021, given no progress had been made by the Respondent in the matter, Client C1 asked for all documents to be returned and for money paid by her to be refunded. The documents were returned to Client C1, however initially, no refund was provided.
71. Client C1 went to the Respondent's home address on both 31 October 2021 and 1 November 2021 with a view to meeting the Respondent to obtain her refund. The Respondent was not present on either occasion but on 1 November 2021, Client C1 did speak to the Respondent's wife.
72. Payments were subsequently made by the Respondent to Client C1 in the sum of £200.00 on both 1 November 2021 and 11 November 2021. Whilst it was agreed that the Respondent would continue to make weekly repayments, no further monies were ever transferred.

**Allegation 3: Failure to disclose details of clients to Julia & Rana Solicitors**

73. The Respondent worked as a self-employed solicitor at Julia & Rana Solicitors from 2 April 2018 to 19 April 2021. At the outset of his employment with Julia & Rana Solicitors the Respondent signed a contract of employment.
74. As part of that contract of employment under the heading "Salary/Wages" it stated:

*"You shall be working on fee sharing basis. You shall be paid at a 55% fee rate. You shall be liable to pay your own taxes and contributions."*

75. Mr Rana explains that this would essentially work by the Respondent recording his chargeable time to the client matter before going on to invoice the firm. Payment would then be made by the firm to the Respondent which reflected the fee sharing agreement as set out in the contract of employment. Mr Rana states the Respondent followed this process correctly on a number of occasions in the first few months of his employment and would usually invoice the firm on a monthly basis.

76. Under the heading "Job Description" in the contract of employment was a part that stated:

*"Maintain case records for the purpose of continuity of casework, information retrieval, and statistical monitoring and report preparation"*

77. The agreed facts as outlined at paragraphs 33 to 44 above are repeated as part of this allegation.

### **Non-Agreed Mitigation**

78. 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.

79. As noted I have accepted fully my culpability for breaching the SRA Accounting Rules and SRA Principles, 2011 and 2019, in that my actions were not of the high standard expected of a Solicitor and my actions have therefore damaged the reputation of the profession certainly with the four mentioned clients. This is in comparison to my work for maybe hundreds of other clients through out my career.

80. As also noted I have retired from the profession after the restrictions were placed on my practicing certificate and I did not seek to renew the same last November 2022.

81. I have been able to contact Client C, and I have reimbursed her a further £600. I do not have contact details for Client A and would be willing to reimburse her also.

82. As you are aware Client B refused the Ombudsman's response and I was therefore advised to do nothing further in terms of recompense.

83. Client D's application with the Home Office was successful. The context of this instruction was that I was instructed by Client D personally known to me on 15th April 2021 during the National Health emergency when Julia and Rana Solicitors had effectively closed down and work and hearings were being carried out from home, using my computer and email account, as unfortunately Julia and Rana Solicitors had not put into effect for me a way of remote access to their computer system. The instruction of Client D was to submit an immigration extension application with a deadline of 23rd April. I took a pragmatic approach to this by taking the fees and disbursement's into my account on the 19th April when I met the client in the offices of Julia & Rana, because I was uncertain whether or not I would be able to submit and pay for the application using the un-personed office before the deadline of the 23rd April. This was because I did not have access to, and in any event would not have been given access to the Company bank payment card at that time. I accept that this caused professional embarrassment to Julia and Rana Solicitors and led to me causing a dishonest gain for myself or loss to Julia and Rana of 45% of legal fees for work done, (£270). I accept absolutely that this pragmatic approach, although conceivably in the best interest of the client in terms of their time limits, was in breach of the SRA Accounting Rules and SRA Principles and my contractual obligations.

### **Admissions and agreed outcome**

84. The Respondent admits the entirety of Allegations 1 to 3 and accepts that he was dishonest in respect of allegation 3.
85. The Respondent agrees:
- 85.1. to be struck off the Roll of Solicitors; and
  - 85.2. to pay costs to the SRA in the sum of £1,000.00

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

86. 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).
87. The Respondent has admitted a number of Principle breaches including 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))."
88. 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..."
89. 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 employer to notify them of clients he was working for and to record his chargeable time to a client matter before going on to invoice the Firm. Instead he chose to accept money directly from clients, in breach of the SRA Accounts Rules, for his own personal gain whilst withholding this information from the firm.
  - b. The Respondent's dishonest conduct extended to issuing receipts from the firm with a 'Julia & Rana Solicitors' stamp, in full knowledge that this money had not been paid received by the Firm.
  - c. The Respondent directed clients to pay him in cash and via bank transfer so as not to alert the Firm to this work stream.

- d. The Respondent submitted client applications to the Home Office from a personal email address so as not to alert the Firm to this work stream.

- 90. Ordinary decent people would consider the Respondent's conduct to be dishonest.
- 91. 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.
- 92. In addition to the dishonesty aspect of the Respondent's conduct, the Respondent has admitted requesting and receiving money which he failed to pay into the client account as well as accepting instructions and funds from clients for legal work that was never undertaken by him.
- 93. 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:

Signed for on behalf of the SRA

Date: 17/07/2023

Signed:

Date: 12/07/2023