

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12506-2023

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

PRAVIN JUGDAOSINGH

Respondent

Before:

Mr P Lewis (in the Chair)

Mr A Horrocks

Ms J Rowe

Date of Consideration: 9 April 2024

Appearances

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

The Respondent represented himself.

Note: whilst the parties were in attendance, there were no submissions, and the matter was dealt with on the papers in accordance with the Tribunal's usual procedure.

JUDGMENT ON AN AGREED OUTCOME

Allegations

1. The allegations against Mr. Jugdaohsingh, the Respondent, made by the SRA within its Rule 12 Statement dated 4 October 2023 were that that while in practice as a solicitor at RHJ Devonshire Limited (“the Firm”):
 - 1.1 On or about 4 December 2019 he signed a statement of costs, to be filed with the Business and Property Court and served on his opponent in litigation, which he knew included a claim for time that he had not worked. In doing so he thereby breached any or all of Principles 2, 4 and 5 of the SRA Principles 2019 (“the Principles”) and paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs (“the Code for Solicitors”).
 - 1.2 On 18 October 2021 he gave evidence in arbitration proceedings concerning the statement of costs dated 4 December 2019 which he knew, or should have known, to be untruthful at the time it was given. In doing so, he thereby breached Principles 2, 4 and 5 of the Principles and paragraph 1.4 of the Code for Solicitors.
2. In the alternative to the allegations that Mr Jugdaohsingh breached Principle 4 of the SRA Principles, it was alleged that his conduct was reckless. Recklessness was alleged as an aggravating feature of Mr Jugdaohsingh ‘s misconduct but was not an essential ingredient in proving the allegations
3. The Respondent admitted the allegations set out above.

Documents

4. The Tribunal had, amongst other things, the following documents before it:-
 - The Form of Application dated 9 April 2023.
 - Rule 12 Statement dated 4 October 2023 and exhibits.

Background

5. Mr. Jugdaohsingh, who was born on 8 November 1977, was a solicitor having been admitted to the Roll on 7 January 2004. He held a practising certificate which was free of conditions.

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

6. 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

7. 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.

8. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the Respondent's admissions were properly made. The Respondent confirmed to the Tribunal that he had taken legal advice before making his decision to make the admissions.
9. The Tribunal considered the Guidance Note on Sanction (10th edition). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed.
10. Dishonesty, where proven is inherently serious and it causes great harm to the standing of the profession in the eyes of the public. Here, the Respondent had claimed for work which he knew he had not carried out and he had then not been truthful to the High Court when signing the statement of costs, nor to an arbitrator when later questioned about it. The system and rule of law relies upon those who are its officers being scrupulous and honest in all their dealings, and the public would be concerned by the misconduct the Respondent had demonstrated in this case.
11. The Tribunal noted all the matters set out within the non-agreed mitigation and it observed that it was to the Respondent's credit that he had made full admissions, albeit at a late stage in the proceedings. However, notwithstanding those matters, this was not a case where the Tribunal could find or be directed to any exceptional circumstances such to permit it to reach any decision on sanction other than the one set out in the document with which it had been presented.
12. The Respondent's misconduct could only be viewed as extremely serious and this fact, together with the need to protect the reputation of the legal profession, required that Strike Off from the Roll was the only appropriate sanction.
13. Given the Respondent's admissions of dishonesty the Tribunal accepted that recklessness, which had been pleaded in the alternative, fell away and that no finding on this aspect of the allegations was required.
14. The Tribunal directed that certain personal information set out in paragraph 3.5 of the statement of agreed facts and proposed outcome should be redacted from the public facing version of that document.

Costs

15. It was agreed between the parties that the Respondent should pay the SRA's costs of this matter agreed in the sum of £10,650. The Tribunal was satisfied that it was proper to make a costs order in these agreed terms.

Statement of Full Order

16. The Tribunal Ordered that the Respondent, PRAVIN JUGDAOHSINGH 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 £10,650.00.

Dated this 2nd day of May 2024
On behalf of the Tribunal

P Lewis

P. Lewis
Chair

JUDGMENT FILED WITH THE LAW SOCIETY
2 MAY 2024

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

AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

PRAVIN JUGDAOHSINGH

Respondent

STATEMENT OF AGREED FACTS AND PROPOSED OUTCOME

1. By its application dated 4 October 2023 and the statement made pursuant to Rule 12 (2) of the Solicitors (Disciplinary Proceedings) Rules 2019 which accompanied that application, the Solicitors Regulation Authority Ltd ("the SRA") brought proceedings before the Solicitors Disciplinary Tribunal making two allegations of misconduct against Pravin Jugdaohsingh.

The allegations

2. The allegations against Mr. Jugdaohsingh, made by the SRA within that statement were that that while in practice as a solicitor at RHJ Devonshire Limited ("the Firm"):
 - 2.1. On or about 4 December 2019 he signed a statement of costs, to be filed with the Business and Property Court and served on his opponent in litigation, which he knew included a claim for time that he had not worked. In doing so he thereby breached any or all of Principles 2, 4 and 5 of the SRA Principles

2019 (“the Principles”) and paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs (“the Code for Solicitors”).

- 2.2. On 18 October 2021 he gave evidence in arbitration proceedings concerning the statement of costs dated 4 December 2019 which he knew, or should have known, to be untruthful at the time it was given. In doing so, he thereby breached Principles 2, 4 and 5 of the Principles and paragraph 1.4 of the Code for Solicitors.
3. In the alternative to the allegations that Mr Jugdaohsingh breached Principle 4 of the SRA Principles, it was alleged that his conduct was reckless. Recklessness was alleged as an aggravating feature of Mr Jugdaohsingh’s misconduct but was not an essential ingredient in proving the allegations
4. Mr Jugdaohsingh admits the allegations set out in paragraphs 2.1 to 2.2 above. If necessary, the SRA applies to withdraw the further and alternative allegation of recklessness on the basis that its primary case (that Mr Jugdaohsingh was dishonest) is now admitted in full.

Agreed Facts

- 2 The following facts and matters, which are relied upon by the SRA in support of the allegations set out within paragraph 2 of this statement, are agreed between the SRA and Mr. Jugdaohsingh.

2.1 Mr. Jugdaohsingh, who was born November 1977, is a solicitor having been admitted to the Roll on 7 January 2004. He presently holds a practising certificate which is free of conditions.

2.2 On 20 July 2017, Mr. Jugdaohsingh entered into a Joint Venture Agreement for the supply of legal services with KTS Legal Ltd, a firm of solicitors. KTS Legal Ltd also employed Ms. Shrinjin Khosla, a solicitor, who had day to day conduct of the litigation file concerning proceedings being brought by an Indian Bank against a Mr. NR (“the client”).

- 2.3 Mr. Jugdaohsingh terminated the Joint Venture Agreement on 11 October 2018 and thereafter continued to practice as a director of the Firm. This led to a dispute with KTS Legal Ltd which was ultimately referred to arbitration in accordance with the terms of the Joint Venture Agreement.
- 2.4 On 30 August 2019 Ms. Khosla also ceased to be employed by KTS Legal Ltd and moved to India where she practiced as the managing partner of SK Law.
- 2.5 On 14 October 2019 at 11:06 Ms Khosla sent an email to Mr Jugdaohsingh confirming that Mr NR wished to instruct her and Mr Jugdaohsingh 's Firm in connection with an appeal against an interim Order made in the proceeding with the Bank. Ms Khosla asked Mr Jugdaohsingh to send a client care letter to the Client so that *"we can formally come on record"* as acting for him.
- 2.6 On 14 October 2019 at 16:02 Ms Khosla emailed Mr Jugdaohsingh stating that she saw her role as a consultant solicitor collaborating with the Firm and asked for an agreement to be drawn up to reflect what they had discussed over the phone regarding fees. She would then send a separate agreement to the Client to cover payment of her *"interim fees in India,"* which would factor in her travel from India to the UK for the Court hearing. She confirmed;
"You have agreed to include these as well as previous solicitor costs to the statement of costs that would need to [be] signed by you as a Partner."
- 2.7 On 14 October 2019 at 19:16 Ms Khosla sent a What's App message to Mr Jugdaohsingh;
"Let's just proceed with sending the CCL. You can exclude reference to my name in the CCL. However the statement of costs that would need to be filed would have to have my name and not SK Law."
- 2.8 Mr Jugdaohsingh replied at 19:17;
"Statement of costs – yes I agree. I'll send the CCL letter this evening excluding your name as directed."

2.9 On 23 October 2019 at 19:14 Mr Jugdaohsingh asked Ms Khosla via What's App if she would prepare a witness statement for him *"confirming that we don't employ you, that we have not entered into a fee arrangement..."*. The witness statement was requested in connection with Mr. Jugdaohsingh's dispute with KTS Legal. Ms Khosla replied at 19:19 the same day agreeing to provide a witness statement but asked *"..in relation to the fee arrangement, how do you propose to file a statement of costs and bring me officially on board if I am not to have agreed any fees in the matter?"*

2.10 At 19:24 Mr Jugdaohsingh asked Ms Khosla, *"Is the client paying you directly?"* She replied at 19:28.

"The upfront fees I will ask [the Client] to pay me directly, that's not a problem. However, as discussed over the phone with you previously, I am also seeking to collect an uplift, if we are successful as I have worked very hard in this matter since the beginning. The uplift would need to be agreed with RHJ Devonshire as the costs would be received in your firm's account."

2.11 On 29 November 2019 at 15:05 Ms Khosla sent a What's App message to Mr Jugdaohsingh:

"I would like to finalize our respective share before the statement of costs is filed as we had previously discussed."

2.12 On 2 December 2019 Ms Khosla raised an invoice in the name of her firm SK Law, addressed to the Client. Her fees and disbursements totalled Rs15,50,000.00, which based on the conversion rate of Indian rupees to British pounds as of 2 December 2019, equated to £16,689.30. However, this was after an "advance" of Rs11,00,000 had been deducted, which meant her total costs were Rs26,50,000.00, which converted to pounds was £28,533.30. No documentary evidence was provided to support her claimed costs.

2.13 Ms Khosla stated to the SRA on 15 February 2023 that:

"To the best of my recollection, I did not provide Mr Jugdaohsingh with any invoice relating to my work done, other than the invoice dated 2nd December 2019."

Further, she indicated that *the “total amount I received for work done on the matter was INR 19,00,000. That is about GBP 20,000.00”*.

2.14 On 3 December 2019, Mr Jugdaohsingh sent an email to Ms Khosla attaching his statement of costs. However, Ms Khosla states she was unable to open the attachment and therefore did not read the statement of costs before it was filed and served. Ms Khosla stated that she, *“...did not know that Mr Jugdaohsingh was presenting my costs as his own Grade A fees.”*

2.15 On 4 December 2019 at 16:27 Ms Khosla sent a What’s App message to Mr Jugdaohsingh: *“I have sent you a breakdown of my time spent on the applications”*. He acknowledged the message, replying *“Thanks”*.

2.16 On 4 December 2019, Mr Jugdaohsingh signed the statement of costs, form N260. A description of the three fee earners at the Firm who were said to have worked on the Client’s case was provided at the top of the form; Mr Jugdaohsingh a grade A fee earner who charged an hourly rate of £450.00, and Miss Sarita Magar and Ms Henna Yousaf, grade D fee earners who each charged an hourly rate of £190.00. No reference was made to Ms Khosla.

2.17 The statement of costs dated 4 December 2019 recorded

2.17.1 work undertaken by Mr Jugdaohsingh totalled £56,889.00.

2.17.2 work undertaken by Miss Magar and Ms Yousaf totalled £3,420.00 arising from 14 hours ‘Attendance at hearing’ and 4 hours ‘travel and waiting time’.

2.17.3 Counsel’s fees totalled £15,000.00.

2.17.4 a Court fee of £100.00.

2.17.5 the Client’s total claim for costs was £75,409.00.

2.18 On the final page of the statement of costs Mr Jugdaohsingh signed the prescribed statement to confirm the indemnity principle had not been breached:

“The costs stated above do not exceed the costs which the (party) is liable to pay in respect of the work which this statement covers. Counsel’s fees

and other expenses have been incurred in the amounts stated above and will be paid to the persons stated.”

The “party” was defined as the Third Defendant/Respondent, namely the Client.

2.19 On 4 December 2019, Mr Jugdaohsingh filed his signed statement of costs with the Court using the e-filing service and emailed it to the parties to the litigation.

2.20 The appeal was heard on the 5 and 6 December 2019 with judgment being handed down on 17 December 2019 at which stage the Court also heard argument on costs.

2.21 On 17 December 2019 Counsel instructed by Mr Jugdaohsingh on behalf of the Client, Mr Morrison, confirmed the Client was claiming the “£75,000 figure” specified in the statement of costs. The Chancellor of the High Court Sir Geoffrey Vos asked Counsel what the Client’s costs were, to which Counsel replied £85,214.00, due to additional claims for £4,000.00 and £3,500.00 respectively, which had not been included in the statement of costs. Sir Geoffrey Vos asked whether there was anything Counsel wanted to say about the costs claimed *being “rather a lot considering that you have been tailing on and you have changed firms halfway through and all that?”* Counsel replied:

“My instructions are that the previous firm’s costs are not included in the schedule. It is RHJ Devonshire’s costs of the appeal. It is only their costs that are in the schedule”

2.22 Based on the contents of the costs schedule and those submissions, the Court assessed the Client’s costs of the appeal in the sum of £65,000 and on 21 January 2021 the Bank paid that sum to the Firm.

2.23 Subsequently, on 18-20 October 2021 a hearing on the merits took place in the arbitration proceedings between Mr. Jugdaohsingh and KTS Legal Ltd. On day 1 of the hearing, 18 October 2021, the Arbitrator asked Mr Jugdaohsingh about the costs claimed in the statement of costs dated 4 December 2019 and the following exchange took place:

“Q. Right. My next question is this. Have you got bundle D in front of you? I want to take you back, if I may, to the costs schedules in the PMB litigation matter. Can you look at 1480? That is the biggest one and the one that I am most interested in.

A: Yes, sir.

Q. You were taken to the names of the fee earners at the top, yourself, Ms. Magar and Ms. Yousaf?

A: Yes.

Q. Do you accept with Ms. Magar and Ms. Yousaf that there is no time claimed for them in this schedule at all, not on the documents, not on anything? There is not a minute claimed for them.

Mr Singarajah [Counsel for Mr Jugdaohsingh]: Sorry, there is an attendance at the bottom of page 1481.

The Arbitrator: Oh, indeed, there is. There are 14 hours down there. My apologies. Apart from that, there is one item. They do not do any work on the documents. It is an unusual costs schedule in that respect and all the other two are the same. Can you help me on that? There is attendance at the hearings on one of the other ones, but they do not prepare the costs schedule. I know from my own experience that it is the last thing I would want to do, and yet you do it.

A: That is correct.

Q: According to this schedule?

A: I do, yes, sir.

Q: Is there a particular way you work with the trainees, that you do very little and you do a lot? [sic]

A: Yes. I mean, it is very much, dare I say it, a control thing with me. I do the majority of the work. They help me out on, you know, the small aspects, but this case was heavily weighted where it required most of my attention.

Q: Your evidence to me is that where I see, on page 1480, 16 hours of personal attendance, that was all you doing that?

A: Sorry, which page?

Q. 1480.

A. Yes.”

2.24 On day three of the hearing, 20 October 2021, the Arbitrator asked the same question in relation to the same page of the bundle and item claimed on the statement of costs:

“Q. You are (1). Then, under “Personal Attendances”, (1), number 16 at £450, £7,200.

A. Yes, sir.

Q. What I am asking you, is it your evidence that you did not in fact spend – I am not particularly worried about which entry is which – but 16 hours, you would have spent ten hours and Ms. Khosla spent six hours, and you have added those together to get 16; is that what is happening?

A. That is correct, sir.

Q. The court looking at this under (1) would have the impression that you had spent that time?

A. Yes, sir.

Q. And that is what you have signed to be true?

A. Yes, sir.

Q: At the end of it?

A: Yes.

Q: And that is not true?

A. That is correct, sir.”

2.25 On 5 November 2021 the Arbitrator published his award which contained comments critical of the manner in which Mr. Jugdaohsingh gave evidence and on 28 January 2022, an employee of KTS Legal Ltd made a report to the SRA concerning his conduct both in relation to the contents of the costs schedule which he had served and filed on 4 December 2019 and his evidence to the Arbitrator. The SRA. investigated that report and in the course of the investigation Mr. Jugdaohsingh accepted that he had completed the statement of costs inaccurately in that he had included time worked on the matter by Ms. Khosla as his own. He also confirmed that his statement to the Arbitrator on 18 October 2021 that he had done most of the work on the Bank’s appeal (including 16 hours personal attendance on the client) was incorrect and that the true position was that Ms. Khosla had also worked on the file.

2.26 On 15 May 2023, a duly Authorised Decision Maker employed by the SRA decided to refer the matter to the SDT.

Non-Agreed Mitigation

3 The following mitigation, which is not agreed by the SRA, is put forward by Mr. Jugdaohsingh:

3.1 Greed or a desire for additional profit played no part in the admitted misconduct and there is no evidence of actual loss to anyone occasioned by his actions.

3.2 The misconduct consisted of two isolated incidents against the context of otherwise unblemished good professional character. He has acknowledged fault and has fully and frankly co-operated with the SRA's investigation.

3.3 At the time of the Statement of Costs incident, he was embroiled in proceedings with KTS Legal Ltd, who had repeatedly sought to cause him professional issues. Their pursuit of him bordered on the personal.

3.4 In relation to the Arbitration, he found himself working largely alone to prepare for the matter, facing last minute administrative and procedural issues raised by KTS Legal Ltd amid proceedings which were exceptionally document heavy (the final bundle for the arbitral hearing comprised more than 5,000 pages). By the first day of the hearing, he was exhausted. This provides context for the circumstances in which he came to make a single untruthful statement concerning the extent of his involvement in the case.

3.5 Throughout the relevant period, his family life was difficult. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] which added to his exhaustion.

4 However, Mr. Jugdaohsingh 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 he be struck off the Roll.

Penalty proposed

- 5 It is therefore proposed that Mr. Jugdaohsingh should be struck off the Roll of Solicitors.
- 6 With respect to costs, it is further agreed that Mr. Jugdaohsingh should pay the SRA's costs of this matter agreed in the sum of £10,650.

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

- 7 Mr. Jugdaohsingh has admitted dishonesty. The Solicitors Disciplinary Tribunal's "Guidance Note on Sanction" (fifth edition), at paragraph 47, 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)**).*"

- 8 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..."

- 9 Mr. Jugdaohsingh made untruthful and material statements to the High Court and an Arbitrator about matters which were material to the issues which they were each determining to the potential detriment of the Bank and KTS Legal Ltd respectively. 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 sentence. Accordingly, the fair and proportionate penalty in this case is for Mr. Jugdaohsingh to be struck off the Roll of Solicitors.

Signed:

Dated: 9 April 2024

Oliver Sweeney

Head of Legal & Enforcement, upon behalf of the SRA

Signed:

Dated: 9 April 2024

Pravin Jugdaohsingh