

IN THE MATTER OF CHOUDRI JAMAL UZZAMAN, solicitor

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

Mr RJC Potter (in the chair)
Mr J N Barnecutt
Lady Maxwell Hyslop

Date of Hearing: 23rd July 2002

FINDINGS

of the Solicitors Disciplinary Tribunal
Constituted under the Solicitors Act 1974

An application was duly made on behalf of the Office for the Supervision for Solicitors (“OSS”) by George Marriott solicitor and partner in the firm of Gorvin Smith Fort of 6-14 Millgate, Stockport, Cheshire, SK1 2NN on 17th April 2002 that Choudri Jamal Uzzaman of South Street, Cuckfield, Haywards Heath, West Sussex, solicitor might be required to answer the allegations contained in the statement which accompanied the application and that such order might be made as the Tribunal should think right.

The allegations were that the Respondent had been guilty of conduct unbefitting a solicitor in that he:-

1. acted towards other solicitors in a way which was fraudulent, deceitful or otherwise contrary to his position as a solicitor;
2. sent a letter which was a forgery;
3. used his position as a solicitor to take unfair advantage for himself;
4. failed to act towards other solicitors with frankness and good faith;
5. failed to report to the OSS his suspicions concerning another solicitor’s integrity.

The application was heard at the Court Room, 3rd Floor, Gate House, 1 Farringdon Street, London, EC4M 7NS when George Marriott appeared as the Applicant and the Respondent did not appear and was not represented.

The Tribunal had before it an attendance note prepared by its Assistant Clerk confirming that she had received a telephone call from Mr Uzzaman on 8th May 2002 in which he indicated that he had received the papers but did not want to have anything to do with the matter.

In addition the Applicant reported that he had received a telephone call either from the Respondent's wife or from his daughter indicating that a letter would be sent to Mr Marriott signed by the Respondent. Such a letter had been received and in that letter the Respondent said he did not want to contest any action.

At the conclusion of the hearing the Tribunal ordered that the Choudri Jamal Uzzaman of South Street, Cuckfield, Haywards Heath, West Sussex, solicitor be struck off the Roll of Solicitors and they further ordered him to pay the costs of and incidental to the application and enquiry fixed in the sum of £4,026.70.

The facts are set out in paragraphs 1 to 19 hereunder:-

1. The Respondent, born in 1931, was admitted as a solicitor in 1967.
2. The Respondent carried on practice in partnership from June 1996 to 29th May 1998 and thereafter as a sole principal until 27th January 2000 when his practice ceased, under the style of Uzzamans Solicitors and Licensed Insolvency Practitioners from 208 Church Road, Hove, Sussex, BN3 2DJ.
3. A firm of chartered accountants ("BJT") was a creditor of LLB who at the material time was in an individual voluntary arrangement (IVA). The supervisor of the individual voluntary arrangement was the Respondent. BJT sought to admit to proof in the IVA a debt of £44,796.11 owed by LLB to BJT.
4. The Respondent failed or refused to admit this debt into the IVA and accordingly BJT instructed solicitors to try to persuade the Respondent to admit the debt and ultimately to commence court proceedings to reverse the Respondent's decision not to admit the debt.
5. The solicitors instructed by BJT wrote to the Respondent on 25th March 1997 seeking a distribution schedule. No reply was received to that letter and they wrote again on 9th and 14th April and 29th May, threatening to refer the matter to the OSS this resulted in the distribution schedule being sent to them on 2nd July 1997. The Respondent had replied once only to the correspondence by letter dated 11th April 1997 but that did not deal with the request for the distribution schedule.
6. As the distribution schedule eventually disclosed did not include the debt totalling £44,796.11 the solicitors attempted on behalf of BJT to negotiate a

lesser figure to be included with the caveat that if there was no agreement they may apply to the Court for the whole amount to be admitted.

7. Accordingly they wrote to the Respondent by letters dated 22nd January and 24th March 1998 and received no reply. They wrote again on 27th April stating in terms that should they receive no response they would refer the matter to the OSS. The Respondent's reply was that he had already responded by a letter dated 30th March 1998 and enclosed a copy. That letter was a forgery in that it was not written and sent on 30th March 1998 because it adopted a unique reference from the solicitors which appeared in their letter to the Respondent for the first time approximately one month later namely on 27th April 1998. That letter also denied receipt of an earlier letter dated 22nd January 1998. The Law Society Insolvency Monitor found that letter on the file when carrying out an inspection.
8. As a result of this the solicitors wrote to the OSS by a letter of complaint dated 8th July 1998 and enclosed copies of the correspondence referred to.
9. By letter dated 17th September 1998 the Respondent wrote to BJT a misleading letter asserting wrongly that most of the claim made by BJT could not be admitted into the IVA because no guarantees had been given by LLB when he knew or ought to have known that that was not the case. Further he refused to reconsider his position even when BTJ's solicitors pointed out in their letter of 23rd September 1998 that he was obviously wrong.
10. Because of the refusal of the Respondent to admit the debt, the solicitors acting for BJT commenced proceedings against the Respondent in the High Court.
11. In the course of those proceedings, the Respondent swore an Affidavit dated 8th December 1998. At paragraph 14, the Respondent denied he had forged the letter and asserted that a former partner had day to day conduct of the matter and asserted by implication that he had forged the letter.
12. On 22nd December 1998 a partner in BJT swore an Affidavit in reply to this and other affidavits sworn by the Respondent in the proceedings. In the course of that Affidavit he emphasised certain matters which pointed to the improbability of the forged letter being written by the Respondent's partner namely:-
 - (i) a telephone call in July 1998 inviting the Respondent to resolve the question of the forged letter which led to the Respondent's reply. "Oh, I'm shivering in my boots" and not blaming his partner;
 - (ii) a substantial delay in asserting that the forgery came from his partner;
 - (iii) failure to give that explanation in a letter to BJT's solicitors dated 23rd July 1998;
 - (iv) failure to report an issue of misconduct by a partner or former partner to the Office.

13. The Proceedings commenced by BJT were heard in 1999 and resulted in a judgment in favour of BJT. In the course of his judgment, the Judge criticised various aspects of the Respondent's conduct and adjudged that the Respondent was wrong in refusing to admit the BJT debt of £44,796.11. The Respondent was ordered to pay the costs personally and not from the IVA funds. With regard to the second part of the application, namely the removal of the Respondent as the supervisor, five allegations were advanced against the Respondent, namely:-
- (i) failure to reply to letters;
 - (ii) forgery of a letter;
 - (iii) failure to supply information;
 - (iv) failure to make a distribution;
 - (v) excessive fees.
14. In his judgment, the judge dealt with the Respondent's explanation and found as follows (with regard to the above numbered allegations):-
- (i) the Respondent's explanation for failing to reply to correspondence was because he did not wish to deplete assets available in the insolvent state of LLB unnecessarily by reason of the repetitious correspondence from BJT's solicitors. The Judge found the explanation to be unacceptable and stated, "the reason why the solicitors letters were repetitious was because of .. the Respondent's ...failure to reply to them,".
 - (ii) the Judge felt unable to resolve the allegation by him that his partner had forged the letters without cross-examination;
 - (iii) his explanations for failing to give information were unimpressive;
 - (iv) his explanations for failing to make any distribution to BJT was unconvincing;
 - (v) as his fees represented 12% of the total realisable assets against the estimated maximum of 7.5% the inference was that the fees were excessive.
15. In a letter from the OSS dated 6th April 1999 the Respondent was asked for an explanation of his conduct.
16. The Respondent replied by letter dated 26th April 1999 with exhibits. The Respondent's response can be summarised as follows:-
- (i) with regard to the allegation of delays in replying to correspondence he blamed his partner but as senior partner he apologised;
 - (ii) the forgery was committed by his partner;
 - (iii) the letter to BJT was not deliberately inaccurate or misleading.
17. The OSS responded to the Respondent by letter dated 12th November 1999, who replied on the 17th (with exhibits) which in terms asserted that it was unnecessary to report his partner's conduct separately to the OSS because he had already complained about it to the Law Society monitors who were in his office.

18. As a result of the assertions by the Respondent that the forgeries had been committed by his partner, the OSS requisitioned a report from the Forensic Science Service which is dated 11th September 2000 and which was before the Tribunal. The conclusion of the report was that there was strong support for the proposition that on a scale of 5 the signatures on certain documents were simulations of the Respondent's signature but that the evidence was inconclusive as to whether his partner wrote the questioned signatures.
19. The solicitors appointed by the Respondent (Messrs Edwin & Co) by letter dated 14th February 2001 further amplified the Respondent's position and enclosed further exhibits. That letter was superseded by that received by Mr Marriott following his Investigation with the Respondent's wife and daughter.

The Submissions of the Applicant

20. It appeared from the letter received following the Applicant's conversation with the Respondent's wife or daughter that the Respondent admitted the allegations.
21. It had been made plain to the Applicant that the Respondent was unwell and was of advanced years. It had been made plain to the Applicant that the Respondent would not attend the hearing. The letter referred to had been dated the 14th May 2002.
22. The thrust of the Applicant's case was that the Respondent had sent a letter which was forged. He could get someone in his practice to send it out, he knew it was being sent. The Tribunal would note the Respondent's behaviour when he had been "caught out".

The Submissions of the Respondent

23. The Respondent did not make any submissions.

The Findings of the Tribunal

24. The Tribunal found allegations 1, 3,4 and 5 to have been substantiated. They were sure that these allegations had been substantiated on the basis of the documentary evidence before them. Those allegations were extremely serious.
25. With regard to allegation 2 the Tribunal was not sure that the Respondent was the author of the signature appended to this letter. On the basis of those matters referred to in particular in paragraph 13 of the Applicant's Rule 4 Statement the Tribunal was sure that the Respondent played a significant role in this letter being sent. In particular the Tribunal noted that this was a matter which on the face of the documents relied upon was being dealt with principally by the Respondent. He was the supervisor of the IVA and therefore on that basis he was personally involved. The Tribunal noted, in any event, that the Respondent had indicated that he did not contest any action.

26. All of the allegations found substantiated against the Respondent represented serious conduct unbecoming a solicitor and the Tribunal considered it right in all of the circumstances that the Respondent should be struck off the Roll of Solicitors. The Tribunal further ordered that he should pay the costs of and incidental to the application and enquiry in the fixed sum notified to them by the Applicant.

DATED this 30th day of September 2002

on behalf of the Tribunal

R. J. C. Potter
Chairman