

IN THE MATTER OF HARBINDER SINGH SANGHA, solicitor

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

---

Mr. I. R. Woolfe (in the chair)  
Mrs J. Martineau  
Mr. S. Marquez

Date of Hearing: 18th December 2007

---

## **FINDINGS**

of the Solicitors Disciplinary Tribunal  
Constituted under the Solicitors Act 1974

---

An application was duly made on behalf of the Law Society by Robert Simon Roscoe solicitor and partner in Victor Lissack, Roscoe & Coleman of 70 Marylebone Lane, London W1U 2PQ on the 2<sup>nd</sup> March 2006 that Harbinder Singh Sangha of Amity Grove, West Wimbledon, London SW20 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 each of the following particulars namely:-

- a) That he improperly withdrew client money from his client account and in breach of Rule 22 of the Solicitors' Accounts Rules 1998.
- b) That he improperly withdrew client money from his client account in breach of Rule 19(2) of the Solicitors' Accounts Rules 1998.
- c) That in improperly withdrawing monies from his client account he acted dishonestly and in breach of Practice Rule 1 of the Solicitors' Practice Rules 1990.

The application was heard at The Court Room, Third Floor, Gate House, 1 Farringdon Street, London EC4M 7NS when Robert Simon Roscoe appeared as the Applicant and the Respondent was represented by Mr E. McKeirnan of Counsel.

The evidence before the Tribunal included the admission of the Respondent as to the facts but his denial that he had been dishonest.

**At the conclusion of the hearing the Tribunal made the following Order:-**

The Tribunal Orders that the respondent, Harbinder Singh Sangha of Amity Grove, West Wimbledon, London, SW20, solicitor, be Struck Off the Roll of Solicitors and it further Orders that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £12,000.00

**The facts are set out in paragraphs 1 to 6 hereunder:**

1. The Respondent, born in 1962, was admitted as a solicitor in 1989 and his name remained on the Roll of Solicitors. At the material time the Respondent was an equity partner in William Heath & Co solicitors of London W2. He resigned from his partnership on the 7<sup>th</sup> October 2003 as a result of the matters placed before the Tribunal coming to light.
2. Following information lodged with the Law Society by the Respondent's former partners, a senior investigation officer (the SIO) of the Law Society attended at the offices of William Heath & Co to inspect the books of account and other documents. The SIO produced a report dated the 29<sup>th</sup> June 2004 which was before the Tribunal.
3. The SIO confirmed that the Respondent had overcharged in conveyancing matters of which the Respondent had conduct on behalf of clients. The clients had been overcharged for disbursements at the point of completion. Consequently there would be a credit balance in the client account post completion. Following completion the Respondent raised bills against the client in respect of profit costs relating to additional work carried out post completion and in the sum overcharged. The monies were then transferred to William Heath & Co's office account. The Respondent's former partners had calculated that the total sum transferred in such manner was £25,493.07. There appeared on each of the client matter files a letter purportedly sent to the client and purporting to enclose the further bill of costs.
4. On the 21<sup>st</sup> May 2004 when the SIO discussed the question of overcharging with the Respondent he indicated that the initial overcharge to the clients had been deliberate. Although initially the Respondent asserted that the letters and further bills had been sent to the various clients, in a letter dated the 21<sup>st</sup> May 2004 addressed to the SIO the Respondent admitted that the letters and bills had not been sent to the clients and he apologised to the SIO for having been untruthful.
5. The Respondent had acted in the purchase of his own property in 2002. Disbursements incurred in that purchase had been charged by the Respondent to the client ledger of one of the firm's clients, Mr. L. Those disbursements were as follows:

<u>Date</u>	<u>Cheque Number</u>	<u>Payee</u>	<u>Amount</u> £
18.03.2002	01849	London Local Authority Search Fee - London Borough of Merton	152.00
15.07.2002	019541	London Local Authority Search Fee - Merton London Borough Council	152.00
18.10.2002	020352	Land Registry Fee – HM Land Registry	500.00
12.11.2002	020543	Letting Fee – Lauristons	<u>450.00</u>
		Total	<u>£1,254.00</u>

6. On the 21<sup>st</sup> May 2004 when the SIO saw the Respondent, with his solicitor, the Respondent accepted that he had charged his own disbursements to the client, but denied he had been dishonest. The Respondent had said that his purchase had taken place at a difficult time during his life. He had been bad tempered and subject to mood swings. He had overstretched himself. He did not have enough money to pay all of the disbursements following completion of the purchase. He therefore charged the disbursements to the ledger of Mr. L. He said that he kept that ledger open and that it was always his intention to repay the monies once he received his share of the profits from his partnership.

#### **The Submissions of the Applicant**

7. The Tribunal had considered the matter at a number of interim hearings when evidence as to the Respondent's psychiatric condition had been placed before it.
8. The Respondent's consultant psychiatrist had in his most recent report, dated 17<sup>th</sup> December 2007, confirmed that the Respondent's condition had generally improved and although he would be disadvantaged, he would not be unable to appear and deal with the disciplinary proceedings. Indeed it was understood that the Respondent was anxious to resolve the matter on the 18<sup>th</sup> December 2007.
9. The Respondent had accepted the facts but he did not accept that his conduct had been dishonest. That was a matter for the Tribunal to decide and it was open to the Tribunal to find the allegations substantiated on the basis that there were breaches of the rules and to make such a finding with or without a finding of dishonesty.
10. A solicitor who is a partner in a firm must have been aware of his responsibilities and obligations and must then have been aware that what he was doing when he perpetrated the actions set out above was wrong. The Tribunal was entitled to consider that what the Respondent did was dishonest, even though the Respondent himself had not regarded those matters as dishonest.
11. The Respondent had agreed to bear the Applicant's costs and had agreed the figure at £12,000.

**The Submissions of the Respondent**

12. The Respondent accepted that the Tribunal had been patient in adjourning the matter in order that an up to date psychiatric report might be obtained. The Respondent remained unwell and was not to be called to give evidence. The Respondent placed reliance on the psychiatric reports placed before the Tribunal.
13. The Respondent admitted the circumstances set out in the SIO's report and it fell to the Tribunal to make a decision on the question of dishonesty.
14. It was clear from the consultant psychiatrist's report that the Respondent was ill when the breaches occurred. That illness had been deep seated and longstanding. It had led the Respondent to lack self esteem.
15. In reality the Respondent was a good man who was hardworking but who had become ill. He was the first to accept that he had behaved in an inappropriate way.
16. The Respondent accepted that he had been in breach of the rules but he had not been in breach as a dishonest person. The Tribunal was invited to view the situation in the light of the Respondent's deteriorating medical condition.

**The Tribunal's decision on the question of dishonesty**

17. The Tribunal considered all of the matters placed before it and in particular the most up to date consultant psychiatrist's report. The Tribunal was not persuaded that the Respondent did not know at the time when he perpetrated the breaches that what he was doing was wrong and was the action of a dishonest man. The Tribunal concluded that the Respondent acted with conscious impropriety and was therefore dishonest.

**The Tribunal's findings**

18. The Tribunal found all of the allegations to have been substantiated and found that the Respondent had been dishonest.

**The mitigation of the Respondent**

19. The Tribunal was invited to bear in mind the Respondent's current circumstances. He had suffered problems with his marriage and his accommodation was very different from what had been his original prospects. The Respondent had had to borrow money from his parents to pay a tax liability on his partnership income. The Respondent had suffered problems within his partnership.
20. The Respondent had little prospect of getting back to remunerated work. He had no savings and no assets.
21. The disciplinary proceedings had been hanging over his head since October 2003.

22. The Respondent accepted responsibility for the Applicant's costs and further accepted that the figure sought was appropriate. There was, however, no realistic prospect of the Respondent being able to meet those costs.

**The Tribunal's decision and its reasons**

23. There was no place in the solicitors' profession for a solicitor who has failed to meet the high standards of probity, integrity and trustworthiness required of a solicitor or who has failed to exercise a proper stewardship over clients' funds. In order to protect the public and maintain the good reputation of the solicitors' profession it was both appropriate and proportionate to order that the Respondent be struck off the Roll of Solicitors. It was further right that he should pay the costs of and incidental to the application and enquiry and, noting that the Respondent had very properly agreed the quantum of the Applicant's costs, the Tribunal ordered him to pay those costs fixed in the agreed sum.

Dated this 13<sup>th</sup> day of February 2008  
On behalf of the Tribunal

I R Woolfe  
Chairman