

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12577-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY

Applicant

and

AMADIN NICHOLAS EKHORUTOMWEN

Respondent

Before:

Mr R. Nicholas (in the chair)

Mrs A. Sprawson

Ms L Hawkins

Date of Hearing: 16 - 18 September 2025

Appearances

Mr Andrew Tabachnik KC of 39 Essex Chambers, 81 Chancery Lane, London WC2A 1DD, for the Applicant.

Mr Rory Dunlop KC of 39 Essex Chambers, 81 Chancery Lane, WC2A 1DD. Instructed by Chipatiso Associates LLP, for the Respondent.

JUDGMENT

Allegations

1. The allegation against the Respondent, Amadin Nicholas Ekhorutomwen, made by the SRA is that, whilst in practice as a Solicitor and sole Director at Johnson & Steller Limited (“Johnson & Steller”):
 - 1.1 On or around 31 May 2017, the Respondent provided false and/or misleading information in a schedule/statement of costs, in that the costs specified exceeded the costs his client was entitled to claim. In so doing, he breached any or all of Principles 2 and/or 6 and of the SRA Principles 2011 and failed to achieve Outcome 5.1 of the SRA Code of Conduct 2011 (“the Code”).
 - 1.2 Allegation 1.1 was advanced on the basis that the Respondent’s conduct was dishonest. Dishonesty is alleged as an aggravating feature of the Respondent’s misconduct but is not an essential ingredient in proving the allegation.
 - 1.3 In the alternative to dishonesty, allegation 1.1 is advanced on the basis that the Respondent’s conduct was reckless. Recklessness is alleged as an aggravating feature of the Respondent’s misconduct but is not an essential ingredient in proving the allegations.

Executive Summary

2. The proceedings arose from a single allegation against the Respondent, who had been instructed by Client A to defend a summary judgment application brought by Person C in a professional negligence claim. The allegation concerned the accuracy of a schedule of costs prepared by the Respondent in connection with that hearing.
3. The allegation that the Respondent provided misleading information in respect of the prepared schedule of costs comprised two limbs: (i) the Respondent’s profit costs (ii) litigant-in-person (LiP) costs.
4. The Tribunal found that the allegation relating to profit costs turned on whether a fixed fee agreement had been reached with Client A. Having reviewed the contemporaneous documentation, particularly the client care letter dated 2 May 2017, the Tribunal concluded that the operative retainer was based on an hourly rate. The Respondent’s explanation was consistent with the documentary record, and his correspondence, though at times poorly drafted, did not reflect any intention to mislead.
5. As to the LiP costs, the Tribunal accepted that the figure of £8,500 was high but found that the Respondent had provided a credible explanation based on telephone discussions with Client A. There was no direct evidence that the Respondent had opened an email attachment containing a lower figure, and the Tribunal accepted his evidence that he had relied on verbal instructions. It found no personal or financial motive for dishonesty and was guided by the principle in *Fish v GMC* [2021] EWHC 1269 (Admin) that dishonesty should not be found without a credible motive.
6. The Tribunal gave appropriate weight to the Respondent’s good character and testimonial evidence from a number of regulated professionals, in line with *Sawati v GMC* [2022] EWHC 283 (Admin) and *Martin v SRA* [2020] EWHC 3525 (Admin). It

found the Respondent to be a credible witness and concluded that any errors were inadvertent.

7. Both limbs of the allegation were found not proved to the requisite standard. The Tribunal dismissed the case and, following agreement between the parties, made no order as to costs.

Sanction

8. The allegations against the Respondent was dismissed by the Tribunal.

Documents

9. The Tribunal considered all of the documents in the case contained in the electronic case bundle which included the following:
 - (a) The Rule 12 Statement dated 12 March 2024 and Exhibit bundle DG1 (X1-X499);
 - (b) The Respondent's Answer to the Rule 12 Statement dated 4 April 2024;
 - (c) The Applicant's Reply to the Respondent's Answer dated 29 April 2024;
 - (d) The Applicant's Chronology dated August 2024.

Factual Background

10. The Respondent is a solicitor, having been admitted to the Roll on 15 August 2011.
11. The Respondent was at all material times, and remains, the sole director of Johnson and Steller.
12. Johnson and Steller ceased trading in or around July 2020.
13. The Respondent has a current practising certificate free from conditions.

Witnesses

14. The following individuals gave oral evidence before the Tribunal:
 - (a) Client A – Called by the Applicant;
 - (b) Person B – Called by the Applicant;
 - (c) Mr Peter Wareing – Called by the Respondent; and
 - (d) The Respondent.

Findings of Fact and Law

15. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to 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.

16. For the avoidance of doubt, the Tribunal read all the documents in the case and listened carefully to the parties' submissions. The absence of any reference to particular material or specific submissions should not be taken to indicate that they were not considered.
17. The Applicant's Case
 - 17.1 The Applicant's case is set out in the Rule 12 Statement dated 12 March 2024 which can be found here – [Click Here](#)
18. The Respondent's Case
 - 18.1 The Respondent's written Answer to the Rule 12 Statement dated 4 April 2024 can be found here – [Click Here](#)
 - 18.2 In addition, the Respondent's case as given in oral evidence before the Tribunal is summarised as follows:
 - (a) He denied providing false or misleading information in a schedule or statement of costs. Whilst accepting that the cost schedule contained errors he took full responsibility for them. These were the result of oversight and not dishonesty. The schedule had been prepared by a visiting solicitor from Africa on work experience and that while he had signed it, he had not reviewed every detail closely. He emphasised that in the "rough and tumble" of litigation, mistakes were not uncommon.
 - (b) No fixed fee agreement had been reached with Client A. The £5,000 referred to in his communications was intended as a payment on account of costs, not a fixed fee. The Respondent conceded that the language used in emails and letters may have lacked precision, and he fully accepted responsibility for any confusion caused. However, the client care letter dated 2 May 2017, which set out an hourly rate arrangement, accurately reflected the terms of the retainer. Any subsequent correspondence did not contradict this arrangement.
 - (c) Client A had repeatedly sought to persuade him to accept the case on a conditional fee basis, which he had declined. The £5,000 and £3,000 figures mentioned in his emails were estimates based on previous experience and the anticipated complexity of the matter. These figures were not presented as fixed fees and that any suggestion to the contrary was a misinterpretation of those communications.
 - (d) Regarding the LiP costs, the figure of £8,500 was based on telephone conversations with Client A, during which she had provided a range of figures for herself and two other individuals who had assisted her. He advised her that only her own costs could be claimed and that the figure should be revised accordingly. He asserted that the final figure was agreed during a phone call and reflected in the cost schedule. He denied having opened an email attachment from Client A which contained a lower figure, and maintained that he had relied on Client A's verbal instructions

- (e) There was no personal or financial benefit to the Respondent in inflating the LiP costs, as any recovery would be paid to the client. He rejected the suggestion that the figure had been inflated to exert leverage over the opposing party, stating that such a strategy would have been counterproductive and detrimental to his own position. The Respondent maintained that his actions were consistent with acting in the best interests of his client and that any errors were inadvertent.
- (f) In response to questions about the timing of the alleged fee agreement, the Respondent stated that any reference to a £5,000 fee being agreed after the hearing was based on a conversation with Client A, which was not documented, happened in the presence of Counsel and Person B. He accepted that he should have issued a revised client care letter to reflect any change in fee arrangement but explained that he had been dealing with post-hearing matters and did not have the opportunity to do so. He reiterated that the client care letter remained the authoritative record of the retainer.

Allegation 1.1 : [Profit Costs] - On or around 31 May 2017, the Respondent provided false and/or misleading information in a schedule/statement of costs, in that the costs specified exceeded the costs his client was entitled to claim.

- 18.3 The Tribunal determined that the allegation that the Respondent had provided false or misleading information in the cost schedule by claiming profit costs in excess of what his client was liable to pay turned on whether, as of 31 May 2017, the Respondent and Client A had entered into a fixed fee agreement for all work up to and including the summary judgment hearing.
- 18.4 The Tribunal gave greater weight to contemporaneous documentation, in particular the client care letter dated 2 May 2017, which set out an hourly rate arrangement. The Tribunal accepted that this letter was the operative retainer and found no reliable evidence that it had been superseded by a fixed fee agreement.
- 18.5 The Tribunal considered the evidence of Person B and Mr Wareing. It found that their evidence did not materially assist in resolving the central issue, as neither had direct knowledge of the fee arrangement between the Respondent and Client A.
- 18.6 The Tribunal noted that Client A's understanding of the fee arrangement appeared to shift during her oral evidence and that her recollection of events from eight years prior was inconsistent and, at times, speculative.
- 18.7 The Tribunal found the Respondent to be a credible witness. While acknowledging that aspects of his correspondence were poorly worded and at times confusing, the Tribunal accepted that these were the result of imprecise and careless drafting rather than any intention to mislead. The Tribunal was satisfied that the Respondent's explanation was consistent with the client care letter and the cost schedule reflected the agreement in place at the relevant time.
- 18.8 Although the Respondent denied the allegations against him, the Tribunal noted that he was candid in accepting responsibility for the errors contained in the cost schedule and other documents. He consistently acknowledged that aspects of his drafting and communication were imprecise and took full ownership of those mistakes. The Tribunal

considered this openness to be consistent with his overall credibility and professional character.

- 18.9 The Tribunal gave appropriate weight to the Respondent's unblemished professional record and the testimonial evidence provided by regulated professionals, including senior members of the Bar. In accordance with the principles set out in *Sawati v GMC* [2022] EWHC 283 (Admin) and *Martin v SRA* [2020] EWHC 3525 (Admin), the Tribunal recognised that evidence of good character is relevant to both credibility and propensity, and found that it supported the Respondent's account.
- 18.10 Accordingly, the Tribunal concluded that the allegation relating to profit costs was not proved to the requisite standard and dismissed the allegation.

Allegation 1.1 : [LiP Costs] - On or around 31 May 2017, the Respondent provided false and/or misleading information in a schedule/statement of costs, in that the costs specified exceeded the costs his client was entitled to claim.

- 18.11 The Tribunal considered the second limb of the allegation, namely that the Respondent had included an inflated figure for Client A's LiP costs in the cost schedule. While the Tribunal accepted that the figure of £8,500 was high, it found on the balance of probabilities that the Respondent had provided a credible explanation for how it was reached.
- 18.12 The Respondent maintained that the figure was based on telephone discussions with Client A, during which she had provided a range of figures for herself and others who had assisted her.
- 18.13 The Tribunal noted that there was no direct evidence that the Respondent had opened the email attachment from Client A which contained a lower figure. It accepted the Respondent's evidence that he had relied on verbal instructions from Client A and that the tone and content of his reply to the email supported his assertion that he had not reviewed the attachment.
- 18.14 The Tribunal found that the Respondent had no personal or financial motive to inflate the LiP costs. It accepted that any recovery would have been paid to the client and that exaggerating the figure would have been detrimental to the Respondent's own position. The Tribunal was guided by the principle articulated in *Fish v GMC* [2021] EWHC 1269 (Admin), that allegations of dishonesty should not be found without a credible motive.
- 18.15 The Tribunal also considered the suggestion that the Respondent had inflated the LiP costs to exert leverage over the opposing party. It did not accept this argument. The Tribunal referred to an attendance note dated 15 May 2017 which recorded that Client A had instructed the Respondent to seek settlement with Person C in the region of £40,000 and £60,000, starting with an offer of £60,000. The Tribunal accepted that the Respondent duly conveyed this instruction on 22 May 2017, and that Person C through their representative rejected the proposal outright. In light of this, the Tribunal found that any alleged leverage was irrelevant and unsupported by the evidence.

- 18.16 The Tribunal was satisfied that the Respondent's actions were consistent with instructions received from his client and that any errors were inadvertent.
- 18.17 The Tribunal concluded that the allegation relating to LiP costs was not proved on the balance of probabilities.
- 18.18 In light of the Tribunal's findings on both limbs of the allegation, it was not necessary to consider whether any breach of the SRA Principles or Code of Conduct had occurred. The Tribunal was satisfied that both limbs of the allegation had not been proved to the requisite standard and accordingly dismissed all of the allegations in the case.

19. The Tribunal's Findings

- 19.1 The Tribunal considered the evidence presented to it, including oral submissions made during the hearing and the documentary exhibits and the various relevant authorities to which it was directed.

Previous Disciplinary Matters

20. The Respondent has an unblemished regulatory record.

Costs

21. The Tribunal noted that a schedule of costs dated 9 September 2025 had been submitted by the Applicant, claiming costs in the sum of £126,626.80.
22. Following the Tribunal's findings, Mr Tabachnick, on behalf of the Applicant, informed the Tribunal that the parties had reached an agreement that no order as to costs be made. The Tribunal therefore made no order.

Statement of Full Order

23. The Tribunal ORDERED that the allegations against AMADIN NICHOLAS EKHORUTOMWEN, SOLICITOR, be DISMISSED. The Tribunal further ordered that there be no Order as to costs:

Dated this 22nd day of October 2025
On behalf of the Tribunal

R. Nicholas

R. Nicholas
Chair