

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12567-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

SHAFIQ-UL HASSAN

Respondent

Before:

Mr W. Ellerton (in the chair)

Mr M. N. Millin

Dr S. Bown

Date of Hearing: 10 - 12 February 2026

Appearances

Michael Colledge, employed by Blake Morgan LLP, New Kings Court, Tollgate, Chandler's Ford, Eastleigh, Southampton, Hampshire SO53 3LG for the Applicant.

Geoffery Williams KC of Farrar's Building, Temple, London EC5Y 7BD for the Respondent.

JUDGMENT

Allegations

1. The allegations against the Respondent, Shafiq-Ul Hassan, made by the SRA were that, while in practice as a Solicitor at City Law Solicitors Cardiff Ltd, (“the Firm”) in the role of Director and Owner of the Firm:

Rule 12 Statement

- 1.1. On 16 May 2019 during a meeting (“the Meeting”) with Client A, Mr B and Mr C, he made statements about the ownership and/or transfer of a property known as 27 Judkins Court, Cardiff CF10 5AY (“Property 1”) which he knew or ought to have known were untrue at the time that he made them. In doing, so he breached any or all of:
 - 1.1.1 Principles 2, 3 and 6 of the SRA Principles 2011 (“the Principles 2011”); and
 - 1.1.2 failed to achieve Outcome 11.1 of the SRA Code of Conduct for Solicitors RELs and RFLS 2011 (“the Code 2011”).
- 1.2. On 16 May 2019 Mr Hassan suggested to those at the Meeting that an adjournment could be obtained by lying to the Court. In doing so, he breached any or all of:
 - 1.2.1 Principles 1, 2, 4 and 6 of the Principles 2011; and
 - 1.2.2 failed to achieve Outcome 1.2 of the Code 2011.
- 1.3. The SRA alleged Allegations 1.1 and 1.2 on the basis that Mr Hassan’s conduct was dishonest. Dishonesty was alleged as an aggravating feature of his misconduct but was not an essential ingredient in proving the allegations.

Rule 14 Statement

- 1.4. On 29 October 2019 Mr Hassan sent a letter which purported to be a Chartered Surveyor’s report prepared on his instructions from a company which no longer existed in circumstances where he knew or ought to have known that he did not instruct that company. In doing so, he breached any or all of:
 - 1.4.1 Principles 2 and 6 of the Principles 2011; and
 - 1.4.2 failed to achieve Outcome 11.1 of the Code 2011.
- 1.5. The SRA alleged that Mr Hassan’s conduct in allegation 1.4 was dishonest. Dishonesty was alleged as an aggravating feature of his misconduct but was not an essential ingredient in proving the allegations.
- 1.6. On 9 June 2020 Mr Hassan gave an undertaking (“the Undertaking”) to another firm of Solicitors, Watkins & Gunn Limited. From 2 September 2020 to date, he failed to fulfil the Undertaking. In doing so, he breached any or all of:
 - 1.6.1 Principles 2 and 5 of the SRA Principles 2019 (“the Principles 2019”); and
 - 1.6.2 failed to act in accordance with paragraph 1.3 of the SRA Code of Conduct for Solicitors, RELs and RFLs (“the Code 2019”).

Executive Summary

2. Mr Hassan was admitted to the Roll of Solicitors in January 2005. At the time of the alleged misconduct, he was a solicitor at the Firm and Director and Owner. He also held the roles of COLP, COFA, MLRO until 30 June 2021 when the Firm ceased trading. He practised as a consultant at Maxwell Solicitors Limited and held a practising certificate free from conditions.
3. The Rule 12 Statement in this case was dated 23 February 2024. The three allegations made by the SRA concerned Mr Hassan's conduct in the Meeting. Standard Directions were issued by the Tribunal dated 28 March 2024. Mr Hassan's Answer denying the allegations in the entirety was dated 22 May 2024. The Rule 14 statement in this case was dated 6 December 2024. The SRA made three further allegations against Mr Hassan concerning conduct whilst practicing as Director and Owner of the Firm. Mr Hassan's Answer to the Rule 14 Statement denying the allegations in the entirety was dated 27 May 2025.
4. The Tribunal found on the balance of probabilities that Mr Hassan's conduct breached multiple Principles under the Principles 2011 and the Principles 2019, including acting without integrity, failing to maintain public trust, and acting dishonestly. The Tribunal applied the test for dishonesty as set out in *Ivey v Genting Casinos (UK) Ltd t/a Crockfords* [2017] UKSC 67 and found that the Respondent's conduct in the Rule 12 Statement was dishonest by the standards of ordinary decent people. The Tribunal found on the balance of probabilities that Mr Hassan's conduct in the Rule 14 Statement was not dishonest by the standards of ordinary decent people.

Sanction

5. Mr Hassan was suspended for two years and ordered to pay costs in the sum of £37,568.09. The Tribunal's reasons can be found [\[here\]](#).

Documents

6. The Tribunal considered all the documents in the case which included:
 - Rule 12 Statement [\[here\]](#)
 - Respondent's Rule 12 Answer [\[here\]](#)
 - Rule 14 Statement [\[here\]](#)
 - Respondent's Rule 14 Answer [\[here\]](#)
 - Applicant's Revised Statement of Costs dated 9 February 2026
 - Respondent's Statement of Means dated 9 February 2026
 - Applicant's Skeleton Argument dated 4 February 2026

Factual Background

7. Rule 12 Statement
 - 7.1 In 2013 Client A entered into an arrangement with a third party to purchase Property 1. Client A was registered as the legal owner of the property at HM Land Registry.

- 7.2 Mr Hassan acted for Client A in proceedings to remove Client A's name from the title register of Property 1. A restriction had been placed on the property's register which prevented the sale or transfer of the property. Client A's instructions to remove the restriction were withdrawn on 14 May 2019 and Mr Hassan pursued Client A for the Firm's legal costs. On 10 September 2020, a final costs recovery hearing ("the Hearing") was heard before Mr Recorder Blakemore at Cardiff County Court.
- 7.3 Client A was represented at the Hearing by a firm of solicitors: Company D. The court was presented with a copy of an informal transcript of a recording of the Meeting. Company D disclosed the transcript of the Meeting as a document to be relied upon in the Hearing. Mr B or Mr C had recorded the Meeting without Mr Hassan's consent. The conversations during the Meeting were in the Punjabi language.
- 7.4 Following discussions between the parties a settlement was reached, and the costs proceedings were withdrawn. Mr Hassan agreed to pay Client A's costs in the sum of £7,000.00.
- 7.5 In making the Order Mr Recorder Blakemore included the following reference to the reporting of Mr Hassan's conduct to the SRA:

"6. That the Defendant's solicitors shall notify the Court in writing by 2.00pm on 24 September 2020 whether the Defendant intends to refer the Claimant Solicitors firm and/or its Director Mr Hassan to the Solicitors Regulatory [sic] Authority. If the Defendant confirms that it will not refer the Claimant and/or Mr Hassan, then the Court will consider whether it is appropriate for it to do so directly."

- 7.6 The court transcript was produced by Auscript Ltd ("the Court Transcript"). At page 63 of the Court Transcript, the following words of Mr Recorder Blakemore were recorded:

"...concerningly, the suggestion by him (Mr Hassan) that it was an option for his client to consider lying to the court in order to obtain an adjournment in a case. That was not a suggestion which was just part of conversation where he was responding to others who had the idea; it was, on the face of the transcript that I have read and which he accepts is an accurate transcript of what was said, him that raised that prospect. It is deeply concerning that an officer of the court, a solicitor, a director of a firm, should even entertain such a thought, never mind verbalise it to a client. I do not accept his explanation before me that he is only raising it in order to somehow quell a pressure which he perceived was being placed on his client by others who he, as the solicitor, had allowed to be present in the room.

.... But those are matters which I do not consider can simply be left. They ought, in my judgment, be properly investigated by the Solicitors Regulation Authority, who can themselves, as the regulatory body, identify the reasonableness, the truth, the accuracy of the explanations given, and indeed explore, in so far as they would wish to, the practices employed by this firm when dealing with clients, client care letters and so on."

- 7.7 The conduct in the Rule 12 Statement came to the attention of the SRA on 18 September 2020 when the Director of Company D reported Mr Hassan and informed the SRA about the content of the Order. The SRA was provided with a copy of the informal transcript.
- 7.8 Mr Hassan disputed the accuracy of the informal transcript relied on by Client A in the Hearing. The transcript used was not produced by an accredited translator.
- 7.9 The SRA investigated the allegations made against Mr Hassan. During its investigation, the SRA obtained a formal transcript and translation from Translation World (“the TW Translation”) which was an accredited translation provider. Translation World transcribed and translated the audio recording of the Meeting supplied by Client A. A copy of the TW Translation was sent to Mr Hassan’s solicitors on 1 September 2021. The SRA obtained a copy of the Court Transcript. The SRA also obtained Official Copies of the Register and Title Plan of Property 1 under title number CYM90187 providing evidence that the last transaction took place on 29 January 2021.
- 7.10 The SRA was provided with a further translation of the Meeting by Ace Language Services by Mr Hassan’s solicitors dated 9 October 2023. On 21 November 2023, the SRA decided to refer Mr Hassan’s conduct to the Tribunal.

8. Rule 14 Statement

- 8.1 Mr Hassan purchased the property 18 Holly Grove CF14 0UJ (“Property 2”) on or around 27 June 2019. He became involved in a boundary dispute with his neighbours who resided at 20 Holly Grove. He asserted that the boundaries of both properties were wrong according to HM Land Registry plans. His neighbours were represented by Mr Jonathan Wellington of the solicitors firm Watkins & Gunn Limited. On 29 October 2019 Mr Hassan sent a letter to his neighbours attaching an expert report from Mr Ibrahim Sen dated 29 October 2019 on the letterhead of a company called Gysin Warr Limited. In the report Mr Sen claimed to be a Senior Project Quantity Surveyor who had been instructed by Mr Hassan in the boundary dispute. Mr Sen stated that Gysin Warr Limited had been appointed to act as boundary consultants for Mr Hassan.
- 8.2 In regulatory proceedings against Mr Sen by the Royal Institute of Chartered Surveyors (“the RICS”) it was found that the company Gysin Warr Limited ceased to exist by 29 October 2019 and was taken over by Ridge and Partners LLP on 31 March 2019. Mr Sen was not employed by Gysin Warr Limited as a Senior Project Quantity Surveyor. Mr Sen was a candidate for the Assessment of Professional Competence with a view to becoming a Chartered Surveyor. He was employed in 2019 by Gysin Warr Limited as a project surveyor. His employment ended on 31 March 2019. The RICS concluded that Mr Sen acted dishonestly and failed to act with integrity.
- 8.3 On 9 June 2020 Mr Hassan gave the Undertaking to Watkins & Gunn Limited to pay for a Chartered Surveyor’s report instructed by his neighbours. His neighbours instructed Roger North Long and Partners Chartered Surveyors to prepare a report.

The report supported the neighbours' boundary position. Mr Hassan did not pay for the costs of the report.

- 8.4 The SRA investigated the allegations made against Mr Hassan. On 31 October 2024, the SRA decided to refer Mr Hassan's conduct to the Tribunal.

Witnesses

9. The Tribunal heard the oral evidence of Client A and Mr Hassan. The Tribunal also heard the oral evidence of Mr Khalid Malik, the accredited freelance translator who produced the TW Translation. His evidence was relied upon by the SRA. The oral evidence of Mr Jonathan Wellington, the Director of Watkins & Gunn Limited was also heard and relied upon by the SRA.
10. The written and oral evidence of witnesses is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear or consider that evidence.

Findings of Fact and Law

11. The Applicant was required by Rule 5 of The Solicitors (Disciplinary Proceedings) Rules 2019 to prove the allegations to the standard applicable in civil proceedings (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 Mr Hassan's rights to a fair trial and to respect for his private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

Dishonesty

12. The test for dishonesty was that set out in *Ivey v Genting Casinos (UK) Ltd t/a Crockfords* [2017] UKSC 67 at [74] as follows:

“When dishonesty is in question the fact-finding Tribunal must first ascertain (subjectively) the actual state of the individual's knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the factfinder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest.”

When considering dishonesty, the Tribunal firstly established the actual state of Mr Hassan's knowledge or belief as to the facts, noting that the belief did not have to

be reasonable, merely that it had to be genuinely held. It then considered whether that conduct was honest or dishonest by the standards of ordinary decent people.

Integrity

13. The test for integrity was that set out in *Wingate and Evans v SRA and SRA v Malins* [2018] EWCA Civ 366, as per Jackson LJ:

“Integrity is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members ... [Professionals] are required to live up to their own professional standards ... Integrity connotes adherence to the ethical standards of one’s own profession.”

The Allegations

Rule 12 Statement

Allegation 1.1 - On 16 May 2019 during a meeting (“the Meeting”) with Client A, Mr B and Mr C, Mr Hassan made statements about the ownership and/or transfer of a property known as 27 Judkins Court, Cardiff CF10 5AY (“Property 1”) which he knew or ought to have known were untrue at the time that he made them. In doing, so he breached any or all of:

- 1.1.1 Principles 2, 3 and 6 of the SRA Principles 2011 (“the Principles 2011”); and**
- 1.1.2 failed to achieve Outcome 11.1 of the SRA Code of Conduct for Solicitors RELs and RFLS 2011 (“the Code 2011”).**

Allegation 1.2 - On 16 May 2019 Mr Hassan suggested to those at the Meeting that an adjournment could be obtained by lying to the Court. In doing so, he breached any or all of:

- 1.2.1 Principles 1, 2, 4 and 6 of the Principles 2011; and**
- 1.2.2 failed to achieve Outcome 1.2 of the Code 2011.**

Allegation 1.3 - The SRA alleged Allegations 1.1 and 1.2 on the basis that Mr Hassan’s conduct was dishonest. Dishonesty was alleged as an aggravating feature of his misconduct but was not an essential ingredient in proving the allegations.

Rule 14 Statement

Allegation 1.4 - On 29 October 2019 Mr Hassan sent a letter which purported to be a Chartered Surveyor’s report prepared on his instructions from a company which no longer existed in circumstances where he knew or ought to have known that he did not instruct that company. In doing so, he breached any or all of:

- 1.4.1 Principles 2 and 6 of the Principles 2011; and**
- 1.4.2 failed to achieve Outcome 11.1 of the Code 2011.**

Allegation 1.5 - The SRA alleged that Mr Hassan’s conduct in Allegation 1.4 was dishonest. Dishonesty was alleged as an aggravating feature of his misconduct but was not an essential ingredient in proving the allegations.

Allegation 1.6 - On 9 June 2020 Mr Hassan gave an undertaking (“the Undertaking”) to another firm of Solicitors, Watkins & Gunn Limited. From 2 September 2020 to date, he failed to fulfil the Undertaking. In doing so, he breached any or all of:

- 1.6.1 Principles 2 and 5 of the SRA Principles 2019 (“the Principles 2019”); and
1.6.2 failed to act in accordance with paragraph 1.3 of the SRA Code of Conduct for Solicitors, RELs and RFLs (“the Code 2019”).**

14. The Applicant’s Case

Allegation 1.1

- 14.1 Oral submissions were made by Mr Colledge during the hearing. He confirmed that the SRA relied on the TW Translation of what was said between the parties present at the Meeting.
- 14.2 Client A was registered as the legal owner of Property 1. He entered into an arrangement with a third party to become the legal owner of the property when it was purchased in 2013. He did not however sign the letter of 16 July 2013 addressed to the third party confirming that he agreed to purchase Property 1 on behalf of the third party and that he would remain the registered owner of the property for four years.
- 14.3 Client A was concerned that his position regarding his receipt of income support would be affected by the registered ownership of Property 1 and required his name to be removed from HM Land Registry. He instructed Mr Hassan in proceedings to remove a restriction on the title of Property 1. On 18 June 2018 Mr Hassan submitted an Application to HM Land Registry to cancel a restriction on the title of Property 1.
- 14.4 Client A provided Mr Hassan with a letter signed on 16 May 2019 instructing him to withdraw immediately from the Land Tribunal proceedings to remove the restriction on Property 1. He referred to a conversation on 14 May 2019 between them and asked for a final bill. The circumstances surrounding Client A’s arrangement with a third party and the registration of Property 1 in his name was complicated by his family’s involvement in the matter.
- 14.5 The Application to cancel the restriction on Property 1 was withdrawn and Mr Hassan pursued Client A for his costs.
- 14.6 At page 48 of the Court Transcript Mr Hassan gave the following evidence under oath:

“.... this conversation was exaggerated and lied, because my client told me that these people are pressurising him to withdraw the case, say whatever you say, to just get rid of them.”

- 14.7 It was submitted that there was a clear admission by Mr Hassan that he exaggerated and lied in the Meeting about Property 1. Mr Hassan's evidence at page 49 of the Court Transcript was that he exaggerated and lied in the Meeting to protect Client A's interests. Client A faced pressure about his ownership of Property 1 from his brother-in-law. Mr Hassan stated the following:

"My client told me he was being pressurised by his brother-in-law."

- 14.8 Mr Recorder Blakemore asked for clarification from Mr Hassan about his previous comment:

"So you are, if I'm understanding – if I understand what you are telling me it's that you said things which were untrue in the course of the meeting, in order to assist what you thought was your client, to get out of pressure from his brother-in-law who was present?"

- 14.9 Mr Hassan replied "Yes. Yes."

- 14.10 The Court Transcript recorded that Mr Hassan lied about ownership of Property 1 in the Meeting. At page 50 of the Court Transcript Mr Hassan stated:

"Yes. The reason my client already told his brother-in-law he has already transferred the property to me, So, he has no concern of any property, talk with Shafiq. So, he gives this indication to his brother-in-law, the property has gone. That was in there too, I never, ever had the property. And even in this conversation go through this one three, four time he says he has power of attorney. I never have power of attorney, only so they will not pressurise him."

- 14.11 At page 60 of the Court Transcript Mr Hassan's evidence was that he was asked to make exaggerations about the ownership and status of Property 1. Mr Recorder Blakemore asked Mr Hassan to clarify whether Client A told him to have a meeting with him and lie and what he had been asked to exaggerate. Mr Hassan stated that he was told to exaggerate "...To that property is not mine, property is gone...Like I said, yes, property is gone."

- 14.12 There was further evidence in the TW Translation on which the SRA relied, that Mr Hassan misrepresented his position in relation to ownership of Property 1. At page 32 Mr Hassan stated, "I held the property." At page 36 he stated "I have become the owner of property.... It is my matter. What I do with him is my headache. I have a claim on him." At page 38 he stated "Oh am I child? I told you two years ago. You knew it about two years ago that Shafeeq had taken the property." At page 39 Mr Hassan stated, "He gave me a free hand to do whatever I liked.... You just sign and let me take care of the property in whichever way I like."

- 14.13 It was submitted that Mr Hassan's position may have been to protect his client, but Allegation 1.1 was proved in its entirety as he admitted that he had lied in the Meeting evidence of which was recorded in the Court Transcript and the TW Translation.

Allegation 1.2

14.14 Mr Hassan suggested to all of those present at the meeting that an adjournment in the Lands Tribunal proceedings to remove the restriction could be obtained by lying to the court. It was submitted that his statement between paragraphs 29.36 and 31.46 at page 18 of the TW Translation set the tone of the conversation in which Mr Hassan suggested that that an adjournment could be obtained by lying to the court. He stated *“I tell you, lie, he has to even he wants to speak the truth. He would not tell a lie, but he has to bend some rules.”*

14.15 At page 60 of the TW Translation Mr Hassan stated the following:

“This is the time to decide. You are in the driving seat. You have two weeks. Decide now. There will be fucking nothing by the postponement. First, it is difficult to postpone it. You have to get a medical certificate and tell the lies. You can have that one. Go back to Pakistan and say that your father is seriously ill.”

“An emergency occurred. Father.... get the certificate. It’s not like he has died; God forbid. The case will postpone, and the sky will not fall. If an action has to taken, now, you are in the driving seat. Not later on. Act now. If you don’t want to do this, then it’s your choice.”

14.16 At page 71 of the TW Translation Mr Hassan stated the following:

“By God, I’m in favour of withdrawing the case.”

14.17 Mr Hassan’s solicitors received a copy of the TW Translation and stated in correspondence to the SRA dated 29 October 2021 that the SRA should be mindful that the literal meaning of individual Punjabi characters could be different from a nuanced understanding of idiomatic Punjabi characters. This assertion was considered by the SRA. Mr Hassan claimed that his directions to Client A to lie to the court to seek an adjournment were not directions, but hypothetical situations brought to Client A’s attention. It was submitted that Mr Hassan’s comments regarding lying should be contextualised. The Hearing was in English as were Mr Hassan’s answers to the questions put to him during the Hearing. At page 63 of the Court Transcript Mr Recorder Blakemore expressed concern that Mr Hassan gave Client A the option of lying to the court in order to obtain an adjournment.

14.18 It was submitted that Allegation 1.2 was proved in its entirety as Mr Hassan admitted to Mr Recorder Blakemore that he instructed Client A to lie to the court to seek an adjournment.

Allegation 1.3

14.19 It was further submitted that Mr Hassan’s conduct in relation to Allegations 1.1 and 1.2 was dishonest.

Allegation 1.4

- 14.20 Mr Hassan sent a letter to his neighbours in the boundary dispute relating to Property 2 dated 29 October 2019. His letter attached a Chartered Surveyor's report also dated 29 October 2019 prepared by Mr Ibrahim Sen of the company Gysin Warr Limited. The report suggested that Mr Hassan instructed Mr Sen to produce a Chartered Surveyor's report in order to determine the boundary dispute. In the report, which was printed on Gysin Warr headed paper, Mr Sen referred to himself as a Senior Project Quantity Surveyor. On 2 September 2020 Watkins & Gunn Limited wrote to Mr Hassan and expressed concerns about the credentials of Mr Sen as he referred to himself as a Quantity Surveyor when a Chartered Surveyor was needed to report on the boundary dispute.
- 14.21 The investigation by the RICS concluded that Mr Sen had been dishonest in accepting the instructions in the boundary dispute and that he failed to act with integrity. He was referred to a disciplinary panel. It was found that on 29 October 2019 Gysin Warr Limited did not exist as it was taken over by Ridge and Partners LLP on 31 March 2019. This take-over occurred before Mr Hassan purchased Property 2. During the SRA investigation Mr Hassan stated that Mr Sen was a cousin of his former builder and that he did not instruct Mr Sen or conduct any due diligence in respect of his professional qualifications.
- 14.22 It was submitted that Mr Hassan took unfair advantage of his neighbours when he sent a copy of Mr Sen's report under cover of his letter dated 29 October 2019. Mr Sen's report was a forged report as he was not a professionally qualified Chartered Surveyor. Mr Hassan did not meet with Mr Sen before he provided the report to his neighbours who were litigants in person at the time. The report was used to apply pressure on his neighbours. Mr Hassan did not respond to concerns raised by Watkins & Gunn Limited about Mr Sen's professional qualifications.

Allegation 1.5

- 14.23 It was further submitted that Mr Hassan acted dishonestly in sending Mr Sen's report to his neighbours. His failure to undertake due diligence on a professional who was instructed to determine the boundary dispute was dishonest.

Allegation 1.6

- 14.24 During the boundary dispute Mr Hassan gave the Undertaking to Watkins & Gunn Limited which he did not discharge. In correspondence with Mr Wellington, Mr Hassan undertook to pay the costs of the neighbours' surveyor. The neighbours provided a report as agreed from Roger North Long and Partners dated 28 August 2020. The report established the boundary line and found in favour of the neighbours' position. On 2 September 2020 Watkins & Gunn Limited provided Mr Hassan with a copy of the report and an invoice in the sum of £600.00 by email. The covering letter reminded Mr Hassan of his obligation to fulfil the terms of the Undertaking which had been relied upon by his neighbours before they instructed Roger North Long and Partners. Mr Hassan did not pay the invoice. The letter of 2 September 2020 and previous exchanges between Mr Hassan and Watkins & Gunn Limited confirmed the existence of the Undertaking and that it was not caveated.

14.25 The authority of *Briggs and another v Law Society* [2005] EWHC 1830 (Admin) was cited. In the first instance decision of the Tribunal, it determined that the breach of an undertaking was a matter of strict liability. Paragraph 35 of the decision of the Administrative Court stated that “*The recipient of an undertaking must be able to assume that once given it will be scrupulously performed.*”

The Applicant’s case on the alleged breaches

Rule 12 Statement

14.26 Mr Colledge submitted that during the Meeting, Mr Hassan made statements to those present about the ownership and transfer of Property 1 which he knew or ought to have known were untrue at the time. Mr Hassan also suggested to those at the Meeting that an adjournment could be obtained by lying to the court. In doing so, Mr Hassan’s conduct was dishonest.

14.27 Mr Colledge submitted that Mr Hassan sent a letter which purported to attach a Chartered Surveyor’s report prepared on his instructions from a company which no longer existed in circumstances where he knew or ought to have known that he did not instruct that company. In doing so, Mr Hassan’s conduct was dishonest.

Principle 2, the Principles 2011 (Integrity)

14.29 Mr Colledge submitted that Mr Hassan failed to act with integrity i.e. with moral soundness, rectitude, and steady adherence to an ethical code. A solicitor acting with integrity would ensure that he did not make false statements about Property 1 or suggest to those present in a professional meeting that an adjournment could be obtained by lying to the court.

Principle 3, the Principles 2011 (Professional Independence)

14.30 Mr Colledge submitted that Mr Hassan allowed his independence to be compromised in the Meeting when he gave Client A and the others present misleading information about the ownership and transfer of Property 1.

Principle 6, the Principles 2011 (Public Trust)

14.31 Mr Colledge submitted that Mr Hassan’s conduct in the Meeting amounted to a breach to behave in a way which maintained the trust placed in him by the public in the provision of legal services. Public confidence in Mr Hassan, in solicitors and in the provision of legal services was undermined by his false statements about the ownership and transfer of Property 1 in the Meeting.

Principle 1, the Principles 2011 (Uphold the Rule of Law)

14.32 Mr Colledge submitted that Mr Hassan failed to uphold the rule of law and the proper administration of justice by suggesting to Client A and the others present at the Meeting that that an adjournment could be obtained by lying to the court.

Principle 4, the Principles 2011 (Act in the Best Interests of the Client)

14.33 Mr Colledge submitted that Mr Hassan did not act in the best interests of Client A by encouraging him to lie to the court in the Meeting to obtain an adjournment.

Outcome (11.1) of the Code 2011

14.34 Mr Colledge submitted that Mr Hassan took unfair advantage of third parties in his professional capacity as a lawyer during the Meeting when he made false statements about the ownership and transfer of Property 1.

Outcome (1.2) of the Code 2011

14.35 Mr Colledge submitted that Mr Hassan did not provide services to Client A in a manner which protected his interests by suggesting that that an adjournment could be obtained by lying to the court. It was not in the interests of justice to misrepresent facts to the court before a decision was made by the court.

Rule 14 Statement

Principle 2, the Principles 2011 (Integrity)

14.36 Mr Colledge submitted that Mr Hassan failed to act with integrity i.e. with moral soundness, rectitude, and steady adherence to an ethical code. A solicitor acting with integrity would ensure that he did not send a document purporting to be a chartered surveyor's report when he knew he had at no point verified the qualifications of the writer of the report for the purpose of determining the boundary dispute with his neighbours.

Principle 6, the Principles 2011 (Public Trust)

14.37 Mr Colledge submitted that Mr Hassan's conduct in determining the boundary with his neighbours amounted to a breach by Mr Hassan to behave in a way which maintained the trust placed in him by the public in the provision of legal services. Public confidence in Mr Hassan, in solicitors and in the provision of legal services was undermined by his use of a false report from a person he never met or upon whom he did not complete due diligence. Mr Hassan used the false report to apply pressure on his neighbours. He also ignored the information from Watkins & Gunn Limited which questioned the veracity of the report and drew Mr Hassan's attention to the fact that it was not drafted by a chartered surveyor and the firm Gysin & Warr no longer existed.

Outcome (11.1) of the Code 2011

14.38 Mr Colledge submitted that Mr Hassan took unfair advantage of third parties in his professional capacity as a lawyer when he sent the letter to his neighbours dated 29 October 2019. The letter was bullying and threatening.

Principle 5, the Principles 2019 (Integrity)

14.39 Mr Colledge submitted that Mr Hassan failed to act with integrity i.e. with moral soundness, rectitude, and steady adherence to an ethical code. A solicitor acting with integrity would ensure that his obligations under the Undertaking were fully observed. Any breach of the Undertaking would be remedied immediately. Mr Hassan did not consider the reliance placed by his neighbours on the Undertaking. A solicitor acting with integrity would not have given the Undertaking unless he intended to fully honour it.

Paragraph 1.3 of the Code 2019

14.40 Paragraph 1.3 stated: “*You perform all undertakings given by you and do so within an agreed timescale or if no timescale has been given then within a reasonable amount of time.*”

14.41 Undertaking was defined in the Glossary of the Code 2019 as follows:

*“undertaking
means a statement, given orally or in writing, whether or not it includes the word “undertake” or “undertaking,” to someone who reasonably places reliance on it, that you a third party will do something or cause something to be done, or refrain from doing something.”*

14.42 Mr Colledge submitted that Mr Hassan gave the Undertaking to Watkins & Gunn Limited on 9 June 2020 and from 2 September 2020 to date he failed to fulfil the Undertaking. On account of Mr Hassan’s failure to pay the costs of the surveyor’s report provided by Roger North Long and Partners in the sum of £600.00, he breached Paragraph 1.3 of the Code 2019.

15. The Respondent’s Case

Allegation 1.1

15.1 Mr Hassan denied the allegation. He stated that he was an honest solicitor with no disciplinary history.

15.2 Mr Hassan confirmed the evidence in his witness statement dated 2 February 2026. In his statement he confirmed that he acted for Client A who wished to sell Property 1. He believed that while working on the matter a restriction was placed on the title of Property 1. A restriction could not be placed upon the title of Property 1 without Client A’s signature. Mr Hassan believed that Client A’s signature had been forged on the application for the restriction. Mr Hassan asked Client A to examine the document to register the restriction, and he confirmed that the signature was not his.

15.3 It was Mr Hassan’s case that Client A instructed him to get the restriction on the title of Property 1 removed so that it could be sold at the earliest possible opportunity. Client A authorised him to report the fraud to the police. Mr Hassan reported the matter to the police and applied to HM Land Registry to remove the restriction on

Property 1 in accordance with Client A's instruction. The ground of the application to remove the restriction was fraud.

- 15.4 It was Mr Hassan's case that Mr C attended his office on several occasions to persuade him to withdraw the application to remove the restriction on Property 1. Mr C told him that Client A had informed him that he had given him Power of Attorney which was not true. Mr Hassan believed that Mr C and other family members were placing immense pressure on Client A to withdraw the application to remove the restriction.
- 15.5 Mr Hassan confirmed that Client A informed him that he was being threatened by family members regarding removal of the restriction on Property 1. It appeared to him that several family members became involved in the matter when he was only instructed by Client A. Client A told Mr Hassan that he also received pressure from others to withdraw the application to remove the restriction on Property 1. Mr Hassan informed Client A that he should seek advice from another solicitor if he did not agree with his advice that the application to remove the restriction should proceed.
- 15.6 Mr Hassan noted that on 14 May 2019 Client A telephoned him and asked for his final bill. During this telephone call Client A terminated his retainer with Mr Hassan.
- 15.7 Mr Hassan's case was that the purpose of the Meeting was to discuss the fees that he had incurred dealing with Client A's instructions regarding Property 1. He confirmed that Mr B and Mr C attended the meeting and they all spoke in the Punjabi language. He was unaware that the Meeting was being recorded by Mr B or Mr C.
- 15.8 In his oral evidence, Mr Hassan noted that the TW Translation of the Meeting translated that he owned Property 1. He confirmed that he never owned Property 1 or held a Power of Attorney for Client A. He was only concerned about the removal of the restriction on Property 1 which was in the best interests of his client. The restriction had to be removed so that Property 1 could be sold and Client A would no longer be the registered owner of the property.
- 15.9 Mr Hassan advised Client A that he should not write to the tenant of Property 1 and state that he held the property on trust for him. He was concerned that Client A would be implicated in the placing of the fraudulent restriction on the title of Property 1 which had been reported to HM Land Registry and to the police.
- 15.10 Mr Hassan referred to the TW Translation and stated that it was difficult to reconcile the translation with his comments in the Meeting and what he intended to convey to those present. He asserted that the Punjabi language had shades of meaning and tone and that style and emotion had a significant impact on each sentence. The TW Translation was based on a literal translation of what Mr Hassan said in the Meeting and did not accurately convey the context of his words.
- 15.11 Mr Hassan noted that the Hearing before Mr Recorder Blakemore took place approximately sixteen months after the Meeting and that the informal transcript of the recording by Mr B or Mr C was used. Mr Hassan claimed that he did not have a copy of the informal transcript at the Hearing, and he did not accept that it conveyed the context of the words he used during the Meeting.

Allegation 1.2

- 15.12 Mr Hasan denied the allegation. In his statement he explained that he presented to those present at the Meeting “... *extreme and hypothetical examples of what it would take to obtain an adjournment at such a late stage. The Lands Tribunal case was imminent.*” His case was that he only ever spoke hypothetically and he did not lie about seeking an adjournment in the Meeting. The TW Translation provided evidence of his insistence to Client A that the proceedings to remove the restriction should proceed. Mr Hassan submitted that he protected Client A’s interests and insisted on more than one occasion that the restriction should be removed.
- 15.13 In oral evidence Mr Hassan stated that one of the other parties at the Meeting asked if an adjournment was possible to delay the removal of the restriction. He replied that Client A had to go to court and that the suggestion was a foolish idea as there were no grounds for seeking an adjournment. He explained that the threshold for seeking an adjournment at such a late stage would be something like bereavement as the Lands Tribunal hearing was only two weeks away. Mr Hassan’s case asserted that the TW Translation showed that on at least two occasions he told those present at the meeting that the only way forward was to attend court proceedings for removal of the restriction. He did not advise anyone present at the meeting to lie.

Allegation 1.3

- 15.14 Mr Hassan submitted that he did not act dishonestly in the meeting.

Allegation 1.4

- 15.15 Mr Hassan submitted that his covering letter of 29 October 2019 to his neighbours regarding the boundary dispute did not state that he instructed Mr Sen or anyone employed by Gysin Warr Limited to provide a chartered surveyor’s report. It was Mr Hassan’s case that his agent builder advised him that boundary measurements around Property 2 would be needed and his builder instructed Mr Sen and paid his fees. He had no personal or professional relationship with Mr Sen and was unaware of the nature of his qualifications. He did not undertake any due diligence on Mr Sen because Mr Sen was instructed by his builder. He was unaware that Gysin Warr Limited did not exist at the time that the report was prepared. When he received the report from his builder, he printed it out and attached it to his covering letter before sending it to his neighbours.

Allegation 1.5

- 15.16 Mr Hassan submitted that he did not act dishonestly because he did not instruct Mr Sen.

Allegation 1.6

- 15.17 Mr Hassan’s case was that he provided a conditional undertaking in the email to Watkins & Gunn Limited of 9 June 2020. The condition was that he would pay his neighbours’ costs of a chartered surveyors’ report if the measurements according to the Land Registry supported their position. The condition of the Undertaking was not

met because the report from Roger North Long and Partners did not contain any measurements and it did not dispute the measurements included in Mr Sen's report. Mr Hassan submitted that he was not liable for the costs of the neighbours' report as he did not breach the Undertaking.

- 15.18 Oral submissions were made by Mr Williams KC during the hearing. He submitted that Mr Hassan was a solicitor with an exemplary regulatory history. He had owned his own firm in Cardiff which he closed on account of running costs. He then became a consultant for Maxwell Solicitors Limited and there were no conditions on his practising certificate. Mr Hassan showed no propensity for dishonesty and his evidence should be believed. He noted that the testimonials provided to the Tribunal were highly impressive.
- 15.19 Mr Williams KC submitted that the evidence of Client A was not credible as there were contradictions between his written and oral evidence.
- 15.20 The allegations in the Rule 12 Statement were based on the informal transcript of the Meeting following the recording of comments made by Mr Hassan to Client A and others. The recording was made without his consent, and it was not clear whether Mr B or Mr C made the recording. The informal transcript was not relied upon by the SRA, but it formed the basis of the TW Translation. The SRA did not call any evidence to prove the contents of the informal transcript. The informal transcript was entirely distinct from the TW Translation relied upon by the SRA. The SRA's allegations against Mr Hassan were based on comments originating from a transcript which was disavowed.
- 15.21 Mr Malik asserted that the TW Translation was not a literal translation of the informal transcript. Although he stated that there were no difficulties translating the Punjabi language there were unique difficulties. Mr Hassan explained these difficulties in his written and oral evidence. It was submitted that the Tribunal should be reluctant to rely on an accredited translator to translate the context of what was said by Mr Hassan in the Meeting. The only person who could give evidence of what was meant in the Meeting was the speaker Mr Hassan. There were three translations of the Meeting, and they all had significant differences. None of the translations could be relied upon to convey what Mr Hassan meant when he spoke to Client A and the others in the Meeting.
- 15.22 The TW Translation provided evidence that there were two other parties in addition to Mr B and Mr C at the Meeting. They pressurised Client A to instruct a professional to remove the restriction on Property 1. Those witnesses were not interviewed by the SRA, and the Tribunal would have been greatly assisted by their evidence. Due to the exclusion of their evidence Mr Hassan was not given the opportunity to rely upon potential evidence in support of his case.
- 15.23 Client A confirmed that someone forged his signature to place a restriction on Property 1. Mr Hassan instructed a forensic signature expert. She confirmed that the letter dated 16 July 2013 stating that a restriction should be placed on Property 1 was not signed by Client A. The logical conclusion was that the tenant applied the signature to the application for the restriction. Mr Hassan rightly advised Client A to commence Land Tribunals proceedings to enable the removal of the restriction.

- 15.24 Mr Williams KC made the following submissions about the allegations. It was alleged that Mr Hassan stated in the Meeting that he held Property 1. If Mr Hassan made this statement, he did not mean that he owned the property or transferred the property. Ownership or transfer of Property 1 was impossible because of the restriction on the title. Mr Hassan indicated only that he would take care of Property 1 on behalf of Client A.
- 15.25 In the meeting Mr Hassan made remarks about the possibility of obtaining an adjournment in the Land Tribunals proceedings. He was aware that this would be impossible as the proceedings were imminent and he only gave examples of hypothetical circumstances in which an adjournment could be granted by the court. Mr Hassan explained the context of the comments about adjournment, and it was clear that he did not lie. He insisted on two occasions that the proceedings should proceed in the best interests of Client A as evidenced in the TW Translation. Mr Hassan did not suggest a dishonest scheme in the meeting. He was consistent in his evidence.
- 15.26 There was no evidence that Mr Hassan instructed Mr Sen who purported to work for Gysin Warr Limited. Mr Hassan's evidence was that he instructed his agent builder to instruct Mr Sen on his behalf. Mr Hassan did not intend to deceive by attaching Mr Sen's report to his covering letter of 29 October 2019. Instead, he relied on the report. There was no evidence that Mr Hassan was aware that Gysin Warr Limited was not operational and that Mr Sen's employment with the company terminated before the report was written. Mr Sen did not act dishonestly when he sent the report to his neighbours and acted with integrity. He did not have a duty to investigate Mr Sen's credentials as he relied on the word of his trusted builder.
- 15.27 It was submitted that Mr Hassan gave the Undertaking to his neighbours which he reasonably believed was conditional on measurements being taken by their expert in order to establish the boundary line. Measurements were not provided in the report and Mr Hassan believed that he fulfilled his obligations under the terms of the Undertaking. He acted with integrity. Fundamentally, the Tribunal was considering the conduct of an honest man and the allegations against Mr Hassan should be dismissed.

16. The Tribunal's Findings

- 16.1 The Tribunal found that Client A terminated his retainer with Mr Hassan on 14 May 2019. At the time of the Meeting Mr Hassan did not act for him in the capacity of a solicitor. However, he still held professional duties to Client A. He was obliged to undertake his regulatory duties. The Tribunal noted that the facts were mainly agreed with regards to the chronology of events. In relation to the Rule 12 allegations the issue between the parties was whether Mr Hassan made statements about Property 1 in the Meeting which he knew were untrue and whether he lied about the possibility of obtaining an adjournment in the Lands Tribunals proceedings. In relation to the Rule 14 allegations the issues were whether Mr Hassan instructed Mr Sen to produce a chartered surveyor's report when Mr Sen worked for a company that no longer existed; and whether Mr Hassan breached the Undertaking to his neighbours.

Allegation 1.1

- 16.2 The Tribunal found that Mr Hassan met with Client A, Mr B and Mr C and other parties for the Meeting at his office on 16 May 2019. The Meeting was recorded without Mr Hassan's consent by one of the parties present at the Meeting. There were three transcripts of the meeting. There was an informal transcript of the recording by the person who recorded the Meeting. The SRA relied upon the TW Translation provided by Mr Malik. Mr Hassan obtained a translation from Ace Language Services.
- 16.3 During the meeting Mr Hassan made incorrect statements about Property 1. He knew that the statements that he made were untrue as he acted for Client A in the Land Tribunals proceedings which were withdrawn.
- 16.4 In the TW Translation Mr Hassan stated, "*I held the property.*" and "*I have become the owner of property.*" He also stated "*He gave me free hand to do whatever I liked... You just sign and let me take care of the property in whichever way I like.*" It was not clear from the TW Translation what Mr Hassan meant when he made these comments in the Meeting.
- 16.5 The Tribunal found that the context of Mr Hassan's statements in the meeting was not clear from the TW Translation. Mr Malik was a credible and convincing witness and argued that the nuance he applied to the Punjabi language in the translation was likely to be correct. However, the TW Translation was difficult to follow, and it was difficult to understand the meaning of the excerpts relied upon by the SRA. The Tribunal found that the evidence given under oath by Mr Hassan was more compelling and gave more context to the words said in the Meeting.
- 16.6 The Tribunal found that the evidence given under oath to Mr Recorder Blackemore in the costs proceedings was of most assistance to the Tribunal in its determination. The Court Transcript recorded Mr Hassan's evidence under oath in which he provided context to the Meeting. Mr Hassan stated in the costs proceedings that he lied about ownership of Property 1. He claimed that Client A told his brother-in-law that he transferred Property 1 to him. Mr Hassan explained that he did this to protect Client A from the pressure being exerted upon him by others present at the Meeting. Mr Hassan's evidence before Mr Recorder Blakemore was that the statements he made about ownership of Property 1 were made deliberately and in agreement with Client A. Mr Hassan lied to relieve the pressure from Client A.
- 16.7 The Tribunal did not accept the evidence of Client A that the purpose of the meeting was to persuade Mr Hassan to abandon the Land Tribunal proceedings. The Tribunal was not convinced that Client A was in control of the management of Property 1 and fully understood what was going on. The Tribunal accepted Mr Hassan's evidence that he followed the instructions from Client A to proceed with the Land Tribunal application to remove the restriction on Property 1. Client A faced extreme pressure from those present at the Meeting and Mr Hassan made untrue statements about ownership of Property 1 in order to protect Client A. The Tribunal found that Mr Hassan sought to act in the best interests of his client.

- 16.8 The Tribunal further found that Mr Hassan was in control of the Meeting when he made the untrue statements about Property 1. In trying to protect his client Mr Hassan should not have put himself in a position where he engaged in a meeting with parties exerting pressure on his client and where he could only provide client protection by lying to those present at the Meeting.
- 16.9 The Tribunal determined that Mr Hassan breached Principle 2 of the Principles 2011 when he made untrue statements about Property 1 in the meeting. A solicitor acting with integrity would not have made false statements in a professional meeting. Mr Hassan breached Principle 3 of the Principles 2011 as he allowed his independence as a professional to be compromised when he made the false statements. Mr Hassan breached Principle 6 of the Principles 2011 as public confidence in him, in solicitors and in the provision of legal services was undermined by his false statements about the ownership and transfer of Property 1. The Tribunal further determined that Mr Hassan failed to achieve Outcome 11.1 of the Code 2011 as he took unfair advantage of the third parties present at the meeting in a professional and personal capacity when he made the false statements.
- 16.10 Having made those findings, the Tribunal then considered Mr Hassan's state of mind and whether a finding of dishonesty should be made. The Tribunal considered whether the objective person would think that Mr Hassan's lying was dishonest. The Tribunal determined that the objective person would think that Mr Hassan's lying was dishonest because he planned to lie to those present at the meeting about the ownership of Property 1 in agreement with Client A. The Tribunal determined that subjectively Mr Hassan knew he was being dishonest when he lied in the Meeting because his conduct was planned and pre-meditated. Mr Hassan intended to mislead those present at the Meeting in order to protect Client A. He admitted under oath before Mr Recorder Blakemore that he lied in the Meeting. The Tribunal noted that Mr Hassan had laudable reasons for lying in the Meeting in order to protect Client A, but the laudable reasons were not a defence to dishonesty. The Tribunal found that Mr Hassan's conduct was dishonest.

Allegation 1.2

- 16.11 The Tribunal carefully considered the relevant excerpts from the TW Translation and Mr Hassan's answers in the Court Transcript. The Tribunal found that Mr Hassan encouraged Client A to lie to the court to seek an adjournment. Mr Hassan stated that he had previously discussed matters with Client A, and they agreed that he would lie about withdrawing the Lands Tribunal proceedings to relieve pressure from his family. It was not clear how seeking an adjournment would protect Client A. The Tribunal determined that Mr Hassan's motivation for lying at the Meeting was again to protect Client A.
- 16.12 The Tribunal determined that Mr Hassan breached Principle 1 of the Principles 2011. Mr Hassan failed to uphold the rule of law and the proper administration of justice by suggesting to Client A and the others present at the Meeting that that an adjournment could be obtained by lying to the court. Mr Hassan breached Principle 2 of the Principles 2011. A solicitor acting with integrity would not have suggested that Client A should lie to the court. Mr Hassan breached Principle 4 of the Principles 2011. By suggesting to Client A that he should lie to the court he encouraged his client to break

the rule of law. Accordingly, he did not act in the best interests of his client. Mr Hassan breached Principle 6 of the Principles 2011 as public confidence in him, in solicitors and in the provision of legal services was undermined by his suggestion that Client A should break the rule of law. The Tribunal further determined that Mr Hassan failed to achieve Outcome 1.2 of the Code 2011 as he did not protect Client A's interests in the instructed matter by encouraging him to lie in court.

- 16.13 Having made those findings, the Tribunal then considered Mr Hassan's state of mind and whether a finding of dishonesty should be made. The Tribunal adopted the same reasoning as for Allegation 1.1. Accordingly, the Tribunal found that Mr Hassan's conduct was dishonest.

Allegation 1.3

- 16.14 The Tribunal found dishonesty proven in Allegations 1.1 and 1.2.

Allegation 1.4

- 16.15 The Tribunal found that Mr Hassan sent a letter dated 29 October 2019 to his neighbours attaching an expert report from Mr Sen dated 29 October 2019. His covering letter did not state that the report was prepared on his instructions. Mr Sen purported to be employed by Gysin Warr Limited. The Tribunal accepted the evidence of Mr Hassan that he did not instruct Mr Sen to undertake a survey in the boundary dispute and that the instruction was given by his agent builder. The Tribunal found that Mr Hassan had no personal or professional relationship with Mr Sen and that he was unaware that Gysin Warr Limited was not operational when he sent the letter to his neighbours. The Tribunal noted that Mr Sen's report did not purport to be from a chartered surveyor. Reference to a chartered surveyor's report was only made by Mr Hassan in the covering letter.

- 16.16 Having made those findings the Tribunal determined that Mr Hassan should not have sent Mr Sen's report to his neighbours indicating that he had instructed a chartered surveyor. The Tribunal found that Mr Hassan breached Principle 6 of the Principles 2011 as public confidence in him, in solicitors and in the provision of legal services was undermined when he sent the report. The report was used to apply pressure on his neighbours. The Tribunal further found that Mr Hassan's conduct was not dishonest and that he acted with integrity. Mr Hassan did not take unfair advantage of his neighbours in a professional capacity under Outcome 11.1 of the Code 2011.

Allegation 1.5

- 16.17 The Tribunal found dishonesty not proven in Allegation 1.5.

Allegation 1.6

- 16.18 The Tribunal found that Mr Hassan entered into the Undertaking with his neighbours. The Tribunal determined that the Undertaking was conditional and that the condition was that Mr Hassan would pay the costs of the neighbours' surveyor's report if the report supported their position in the boundary dispute. The Tribunal found that the report from Roger North Long and Partners supported the neighbours' position and

the condition was fulfilled. The Tribunal further found that Mr Hassan mistakenly believed that the Undertaking was conditional on measurements made by the surveyor of the boundary line for the purpose of the report.

- 16.19 The Tribunal noted the argument that the Undertaking could have been interpreted by either party as being ambiguously worded. The Tribunal considered the case of *Reddy v Lachlan* [2000] Lloyd's Rep PN 858 and the statement in paragraph 6 that “*An ambiguous undertaking is generally construed in favour of the recipient.*” The Tribunal also considered the case of *Briggs and another v Law Society* [2005] EWHC 1830 (Admin) and the statement in paragraph 35 that “*The recipient of an undertaking must be able to assume that once given it will be scrupulously performed.*”
- 16.20 The Tribunal found that Mr Hassan was obligated to pay the £600.00 cost of the conditional report from Roger North Long and Partners. The Tribunal found that Mr Hassan breached Principle 2 of the Principles 2019 as he did not behave in a way that maintained public trust in the provision of legal services when he failed to honour the Undertaking. The Tribunal did not find a breach of integrity under Principle 5 of the Principles 2019 because of Mr Hassan’s mistaken belief that the condition of the Undertaking related to measurements of the boundary line rather than the production of a report specifically supporting his neighbours’ position in a wider sense. The Tribunal further found that Mr Hassan failed to act in accordance with Paragraph 1.3 of the Code 2019 which directed him to perform the Undertaking “*within a reasonable amount of time*”.

Previous Disciplinary Matters

17. Mr Hassan had no previous disciplinary findings recorded against him.

Mitigation

18. Mitigation was advanced by Mr Williams KC. He accepted on Mr Hassan’s behalf, that absent exceptional circumstances, striking a solicitor from the Roll of Solicitors was the appropriate sanction in cases where dishonesty had been found or admitted.
19. The principal relevant case law was set out in *Solicitors Regulation Authority v Sharma* [2010] EWHC 2022 (Admin). Mr Williams KC submitted that Mr Hassan’s case fell within that “*small residual category*” of cases for which striking a solicitor from the Roll of Solicitors was not appropriate and was deserving of a lesser sanction. He referred the Tribunal to paragraph 13 of *Sharma*:

“(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.”

20. Mr Williams KC submitted that all of the conditions referred to in paragraph 13 of *Sharma* applied to Mr Hassan’s case and should be examined by the Tribunal before deciding on the appropriate sanction. He referred to the Rule 12 Statement allegations. He submitted that Client A had become entangled in a fraudulent scheme relating to

the ownership of Property 1 and instructed Mr Hassan to make an application to remove the restriction on the title. The dishonesty found against Mr Hassan was limited to two or three statements made in the Meeting. The Tribunal accepted Mr Hassan's evidence that he did not own Property 1 and made untrue statements about ownership to protect Client A from the pressure he faced from his family. The Tribunal accepted Mr Hassan's evidence that he explained to Client A how to seek an adjournment in the meeting in order to protect him from his family. When considering the scope of the dishonesty, Mr Hassan made these statements in one meeting over a twenty-year unblemished career. He accepted that he made the statements for which he received no benefit as the retainer with Client A terminated before the meeting. Mr Hassan's untrue statements about Property 1 were made in agreement with Client A for laudable reasons and they did not have an adverse effect on other parties. It was submitted that it would be disproportionate to terminate Mr Hassan's career because of the limited comments he made in the exceptional circumstances that took place in the meeting.

21. Mr Williams KC referred to the Rule 14 Statement allegations. He stated that the Tribunal did not find breaches of integrity or a finding of dishonesty. With regard to the Undertaking the Tribunal determined that Mr Hassan breached the Undertaking and recognised that he was under a genuine but mistaken belief about the condition attached to the Undertaking. It was submitted that an appropriate sanction in this case would be for Mr Hassan to be suspended from practice for a brief period of time with or without the additional sanction of a fine.
22. In reply, Mr Colledge submitted that Mr Hassan might have benefitted from further fees from Client A if the dishonesty found by the Tribunal had been followed through.

Sanction

23. The Tribunal referred to its Guidance Note on Sanctions (11th edition – February 2025) when considering sanction. The Tribunal's overriding objective when considering sanction, was the need to maintain public confidence in the integrity of the profession. In determining sanction, it was the Tribunal's role to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all of the circumstances.
24. The Tribunal considered Mr Hassan's motivation for the allegations found proved in the Rule 12 Statement. The Tribunal found that his motivation was his inclination to protect Client A from the pressure he faced from his family and others. His misconduct in the Meeting was planned as he discussed what he would say with Client A before the Meeting. Mr Hassan had direct control and responsibility for the circumstances giving rise to the misconduct. He was an experienced solicitor at the time having practised for around 20 years. There was no evidence that he deliberately misled the regulator.
25. The Tribunal determined that Mr Hassan's misconduct caused limited impact upon those in the Meeting. However, his misconduct caused significant harm to the reputation of the legal profession. The Tribunal found that Mr Hassan departed from the complete integrity, probity and trustworthiness expected of a solicitor but decided that Mr Hassan did not intend to cause harm to the profession. He had seen that

Client A potentially faced serious harm from the pressure exerted by his family and sought to minimise the consequences to his client in the Meeting.

26. The Tribunal determined that Mr Hassan's misconduct was aggravated by his proven dishonesty. His misconduct was aggravated in that it was deliberate and calculated. The Tribunal considered that although the misconduct was deliberate, Mr Hassan was genuinely concerned about the risk to his Client A from those who knew about his ownership of Property 1. The Tribunal determined that the misconduct did not continue over a prolonged period of time and was limited to comments made in one meeting. Mr Hassan did not conceal his comments in the Meeting when questioned about them in the costs proceedings or place the blame on others. He stated that they had been taken out of context. The Tribunal found that Mr Hassan knew or ought reasonably to have known that his misconduct was in material breach of obligations to protect the public and the reputation of the legal profession.
27. The Tribunal found that that Mr Hassan's misconduct was mitigated by the circumstances of Client A. Client A faced coercion from third parties and Mr Hassan sought to protect him from harm. The Tribunal determined that no loss resulted from his misconduct. Mr Hassan's misconduct took place in one meeting. The statements that he made were of brief duration in a previously unblemished career. The Tribunal found that Mr Hassan had limited insight into his misconduct. He did not acknowledge that he should not have agreed to a meeting with Client A, Mr B, Mr C, and others about the ownership of Property 1.
28. The Tribunal considered the relevant authorities including *Sharma* which emphasised that a finding of dishonesty would ordinarily result in striking off, save in exceptional circumstances. The Tribunal examined the dishonesty itself, considering its nature, scope and extent and the degree of culpability before weighing mitigation directly linked to the misconduct. The Tribunal concluded that although the misconduct was serious and deliberate the case did in all the circumstances, while the decision was a finely balanced one, fall within the very narrow residual category recognised in the authorities. The Tribunal determined that exceptional circumstances were identified in this case. The dishonesty was brief, confined to a single matter, unaccompanied by gain to the solicitor or actual harm to the Client A or anyone else. Mr Hassan genuinely believed that Client A faced a considerable risk of coercion and harm from third parties. He sought to protect him by entering into a plan with his client to misrepresent the truth about the ownership of Property 1 at the Land Tribunals proceedings.
29. The Tribunal carefully considered in reaching its decision not only the nature of the dishonesty but also its impact on the reputation of the legal profession. The Tribunal noted Mr Hassan's laudable reasons for his dishonesty, but these acts were deliberate, significant, and clearly contrary to the principles of honesty and integrity expected of a solicitor. The Tribunal accepted that the misconduct had damaged the reputation of the profession and that a substantial sanction was necessary given the need to maintain public confidence. Nevertheless, the exceptional circumstances identified justified a sanction less than striking off.
30. The Tribunal went on to consider whether the circumstances of this case were such that it could or should impose a lesser sanction. The Tribunal considered and rejected

the lesser sanctions within its sentencing power such as no order, a reprimand, a fine, or restrictions. The Tribunal considered the case of *Lusinga v Nursing and Midwifery Council* [2017] EWHC 1458 (Admin) where the Administrative court emphasised the need for proportionality in sanctions and recognised that not all dishonest conduct warranted the most severe penalty. The court concluded that striking off was disproportionate and suspension was a more appropriate sanction.

31. In its decision-making process, the Tribunal considered the minor breaches found proved in the Rule 14 Statement and considered the appropriate sanction in the case in its totality. On balance, the Tribunal determined that a suspension from practice for two years to take effect immediately was fair and proportionate.
32. In making these determinations, the Tribunal carefully balanced the seriousness of the dishonesty against the mitigation, the absence of harm, the lack of gain and the minimal risk of repetition in accordance with the principles set out in the Guidance Note on Sanctions and the authorities of *Sharma* and *Lusinga*. The Tribunal noted that Mr Hassan's conduct remained a serious breach of professional standards and that the sanction imposed reflected the need to protect the public and uphold the integrity of the profession while also allowing the opportunity for rehabilitation. The Tribunal in making its decision recognised and emphasised that the exceptional circumstances were narrowly confined to the facts of the case and should not be read as creating a wider precedent for leniency.

Costs

33. Mr Colledge made an application for costs as set out in the SRA's schedule of costs dated 9 February 2026. The total costs claimed amounted to £37,568.09. The costs comprised of £2,062.50 internal costs of the SRA in respect of the allegations in the Rule 12 Statement and £29,280 including VAT for solicitor agent fees. The costs comprised of £2,850.00 internal costs of the SRA in respect of the allegations in the Rule 14 Statement and £3,375.59 including VAT for solicitor agent fees.
34. Mr Colledge submitted that the case had been conducted reasonably, was properly brought and had been advanced appropriately and proportionally. The costs claimed were reasonable being neither disproportionate nor excessive. Whilst there had been more than one fee earner working on the matter, there had been no duplication of work and the time spent in preparing the case was reasonable and proportionate.
35. Mr Williams KC accepted that costs were payable but contended that the amount claimed was neither reasonable nor proportionate. Three senior fee earners worked on the case and allegations made in the Rule 14 Statement were dismissed. He submitted that the SRA's costs should be reduced to a reasonable amount.
36. The Tribunal examined the SRA's Schedule of Costs with care, applying the provision of Rule 43 of the Solicitors (Disciplinary Proceedings) Rules 2019. The Tribunal agreed that the costs claimed were reasonable and proportionate. The allegations had been reasonably pursued with an appropriate amount of time spent on the preparation and presentation of the matter. Accordingly, the Tribunal deemed that the SRA was entitled to the entirety of the costs claimed.

- 37 The Tribunal considered Mr Hassan's means as detailed in the Statement of Means dated 9 February 2026. Given Mr Hassan's means, the Tribunal determined that an order for costs was appropriate. Accordingly, the Tribunal ordered Mr Hassan to pay costs in full.

Statement of Full Order

38. The Tribunal Ordered that the Respondent, SHAFFIQ-UL HASSAN, solicitor, be SUSPENDED from practice as a solicitor for the period of 2 years, to commence on 12 February 2026 and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £37,568.09.

Dated this 9th day of March 2026
On behalf of the Tribunal

W. Ellerton

W. Ellerton
Chair