

**BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL**

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

**AND IN THE MATTER OF:**

**SOLICITORS REGULATION AUTHORITY LIMITED**

Applicant

and

**MR SHAFIQ-UL HASSAN**

Respondent

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**STATEMENT PURSUANT TO RULE 14 (1) OF THE SOLICITORS (DISCIPLINARY  
PROCEEDINGS RULES) 2019**

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I, Michael James Colledge am a Solicitor employed by Blake Morgan LLP, New King's Court, Tollgate, Chandler's Ford, Eastleigh SO53 3LG.

I make this statement on behalf of the Applicant, the Solicitors Regulation Authority Limited of The Cube, 199 Wharfside Street, Birmingham, B1 1RN ("the SRA").

**Introduction**

1. The Applicant submits this Rule 14 Statement pursuant to direction 8.2 in a Memorandum of the Tribunal on 4 November 2024 and in consequence of Rule 14 (1) which permits that the Applicant may send supplementary statements to the Tribunal containing additional facts or matters on which the applicant seeks to rely or further allegations in support of the application.

**Appendices and Documents**

2. Appendix 1 to this Rule 14 Statement sets out the relevant rules applicable to this Rule 14 Statement.

3. Also, I attach to this statement a bundle of documents, marked **MJC2** to which I refer in this statement. Unless otherwise stated, the page references (“**MJC# p#**”) in this statement relate to documents contained in that bundle. Where appropriate I also make reference to the exhibit MJC1 to the Rule 12 Statement of 23 February 2024 (“the Rule 12 Statement”).

### **The allegations**

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

- 1.1. On 29 October 2019 the Respondent 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 Principles 2, and 6 of the SRA Principles 2011 (“the Principles 2011”) and Outcome 11.1 of the Code of Conduct 2011. The facts and matters relied upon in support of this allegation are set out in paragraphs 13 to 25 below.

- 1.2. In addition to Allegation 1.1 above, the SRA alleges 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. For further particulars of the dishonesty, please see paragraphs 26 to 29 below

- 1.3. On 9 June 2020 the Respondent gave an undertaking to another firm of Solicitors, Watkins & Gunn Limited (“the Undertaking”). From 2 September 2020 to date the Respondent failed to fulfil the Undertaking. In doing so, the Respondent breached any or all Principles 2, and 5 of the SRA Principles 2019 and failed to act in accordance with paragraph 1.3 of the SRA Code of Conduct Code of Conduct for Solicitors, RELs and RFLs. The facts and matters relied upon in support of this allegation are set out in paragraphs 30 to 42 below.

### **The facts and matters relied upon in support of the allegations**

#### **Background**

5. The Respondent purchased the property 18 Holly Grove CF14 OJJ on or around 27 June 2019 [**MJC2, p34**]. Soon after purchasing the property the Respondent became involved in a boundary dispute with his neighbours at 20 Holly Grove (referred to in this statement as the Respondent’s neighbour(s)).

6. The circumstances of the dispute were that the Respondent asserted that the boundaries of both properties were wrong according to the Land Registry Plans.
7. The Respondent's neighbours were represented by a Mr Wellington at the firm of Watkins & Gunn Limited.
8. During the dispute, and on 29 October 2019 [MJC2 p161], the Respondent sent a letter his neighbours attaching a letter from a Mr Ibrahim Sen on the letterhead of a company called Gysin Warr Limited [MJC2 p163]. In the enclosed letter, a Mr Sen claimed to be a Senior Project Quantity Surveyor who had been instructed by Mr Hassan "earlier that month". In his letter, Mr Sen also claimed that Gysin Warr had been appointed to act as boundary consultants for the Respondent. These statements were untrue [MJC2 p169-170].
9. In his letter to his neighbours, the Respondent referred to Mr Sen's letter as "a Chartered Surveyor's report" [MJC2 p161]. This statement was untrue and was not supported by Mr Sen's report.
10. In fact, Gysin Warr Limited had ceased to exist having been taken over by Ridge and Partners LLP on 31 March 2019 (prior to the Respondent's purchase of the property) and Mr Sen was not employed by that firm at the time of the report [MJC2 p171]. Mr Sen was not a Senior Project Quantity Surveyor, in fact Mr Sen was a candidate for the Assessment of Professional Competence (APC) with a view to become a chartered surveyor. [paragraph 8, MJC2 p173].
11. An investigation conducted by the Royal Institute of Chartered Surveyors (RICS) concluded that Mr Sen had been dishonest and had failed to act with integrity. He was subsequently referred to a disciplinary panel [MJC2 p168].
12. On 9 June 2020, Mr Hassan gave an undertaking to Watkins & Gunn Limited to pay for a Chartered Surveyor's report instructed by his neighbours. The Respondent's neighbours instructed Roger North Long and Partners to prepare a report. The subsequent report prepared supported the neighbour's position. The Respondent failed to pay the costs of the report in accordance with an undertaking he had given.

**Allegation 1.1 – the Respondent sent a misleading Surveyor’s Report**

13. The Respondent breached any or all Principles 2, and 6 of the SRA Principles 2011 and Outcome 11.1 of the Code of Conduct 2011.

Principle 2 - act with integrity

14. The Respondent’s actions amount to a failure to act with integrity (i.e. with moral soundness, rectitude and steady adherence to an ethical code) in breach of Principle 2 of the SRA Principles 2011.

15. In *Wingate v Solicitors Regulation Authority v Malins [2018] EWCA Civ 366*, it was said that integrity connotes adherence to the ethical standards of one’s own profession. The Respondent failed to act with integrity in that:

15.1. A solicitor acting with integrity would not send a document purporting to be a chartered surveyor’s report and refer to it as such when he knew he had at no point verified the qualifications and employment of the author of the report. Furthermore, a solicitor acting with integrity would not use the document in question to apply pressure on another party with a view to achieving his own ends.

15.2. The Respondent acted recklessly as to the truth of the statements made in his letter of 29 October 2019 in the knowledge that the recipients would rely on the accompanying report.

15.3. As stated in the Notice recommending referral [**MJC2 p12**], there can be no question as to the Respondent’s motives in sending the letter of 29 October 2019. Had this been an error of judgement on his part, when on 17 September 2020, Mr Wellington of Watkins & Gunn Limited brought to his attention that Mr Sen is a quantity surveyor rather than a land surveyor and the company purporting to have been instructed by Mr Hassan no longer existed on 29 October 2019 [**MJC2 p245**], the Respondent would have accepted his error and apologised for it. As indicated by the statement of his neighbour, the Respondent has failed to do this [**MJC2 p149**].

15.4. The Respondent continued to show lack of insight when prompted by the SRA’s Investigation Officer (“the IO”) to explain the reasons he dismissed

Watkins & Gunn Limited's concerns on 17 September 2020 [MJC2 p25-26]. The Respondent told the IO that he did not receive any concerns directly from his neighbours but through their solicitor. This illustrates a continued wilful disregard of information contradicting the truth of such statements made in the letter of 29 October 2019.

15.5. The Respondent told the IO, on 13 September 2024, that he did not dismiss his neighbour's concerns, rather due to his lack of knowledge in respect of Mr Sen's qualifications and employment history, he refrained from challenging his qualifications. A solicitor seeking to do the right thing, at the point of being informed that the report was prepared by an unqualified person in the name of a company which no longer existed, would complete a simple internet search and seek to understand what has gone wrong and apologise for their error. By contrast, the Respondent chose to ignore the information brought to his attention.

16. Mr Sen has also stated in his disciplinary proceedings brought by RICS that he advised all along that the letter could not be relied on [MJC2 p175]. Irrespective of the truth of Mr Sen's statement, the Respondent should have known that the report provided by Mr Sen could not be relied upon without consideration of the instructions given to him.

17. The Respondent's actions indicate that he has failed to act with integrity, in breach of Principle 2 of the SRA Principles 2011.

Principle 6 - behave in a way that maintains the trust the public places in you and in the provision of legal services

18. In *Bolton v The Law Society [1994] EWCA*, the Court considered the importance of public trust in the profession and explored the reasons why the Solicitors Disciplinary Tribunal makes orders which might otherwise seem harsh:

*"...The second purpose is the most fundamental of all: to maintain the reputation of the solicitors' profession as one in which every member, of whatever standing, may be trusted to the ends of the earth."*

19. At paragraph 12 of his statement dated 21 February 2024, the Respondent's neighbour stated, "[the Respondent] has never explained how he, as an

*experienced solicitor, came to appoint an unchartered quantity surveyor at a firm, which did not exist at the time, to carry out what he described as a Chartered Surveyor's report."* [MJC2 p139]

20. The public and third parties dealing with a solicitor would not expect the solicitor to:

- 20.1. use a document purporting to be a chartered surveyors report from a person he never met, instructed or completed due diligence on;
- 20.2. rely upon a builder (unqualified in legal practice) to instruct and provide an expert's report which on its face refers to the instruction by the Respondent;
- 20.3. seek to use that unverified document to apply pressure on another party and get them to agree with the solicitor's point of view; and
- 20.4. completely ignore the information when it is brought to their attention that the document was fraudulent and drafted by an unqualified person from a firm that no longer exists.

21. In doing so, the Respondent is likely to reduce the trust placed in the solicitor, in breach of Principle 6 of the SRA principles 2011.

*Outcome 11.1 - you do not take unfair advantage of third parties in either your professional or personal capacity*

22. The Respondent's letter of 29 October 2019 stated:

*"...You have 14 days to challenge the report and provide us with your own instructed Charter Surveyor's report. If we do not hear from you with a professional report our client will eradicate the existing boundary and will erect according to the surveyors' measurements and you will bear the half of the costs as mentioned in the schedule 1 of this letter."*

23. At paragraph 11 of his statement dated 21 February 2024 [MJC1 p137], the Respondent's neighbour referred to the letter of 29 October 2019 as, "*bullying and unpleasant*". At paragraph 10 of the statement, he also refers to the Respondent's tone in the letter of 29 October 2019 as threatening, "*He threatened us that if we did not provide our own report within 14 days, he would eradicate the existing*

*boundary and replace it according to his surveyor's measurements."* Finally, the statement records that *"[the Respondent has never apologised for this appalling error of judgement."* [paragraph 12, **MJC2 p139**]

24. At the time of the letter of 29 October 2019, the Respondent's neighbours were acting as litigants in person. The Law Society published guidance to solicitors on 4 June 2015 in relation to the treatment of litigants in person: <https://www.lawsociety.org.uk/topics/civil-litigation/litigants-in-person-guidelines-for-lawyers> which includes examples of inappropriate conduct and conduct which could be characterised as taking unfair advantage:

- 24.1. bullying and unjustifiable threats;
- 24.2. misleading or deceitful behaviour;
- 24.3. claiming what cannot be properly be claimed; or
- 24.4. demanding what cannot properly be demanded.

25. By sending a letter purporting to enclose a bona fide chartered survey report and putting pressure on his neighbours to challenge the report within 14 days, the Respondent sought to take unfair advantage of them and thereby failed to achieve Outcome 11.1 of the Code of Conduct 2011.

#### Representations from the Respondent

26. The Respondent's representations in relation to this allegation are attached in full at MJC1 p18 onwards. At p19, the Respondent states:

*"I unequivocally deny the allegation that I attempted to pass a forged document as a bona fide chartered surveyor's report or that I exerted undue pressure on [the neighbours]. At no point did I knowingly present a forged document, nor did I intend to deceive or mislead. My belief in the authenticity of the report provided by Mr. Sen, which was arranged through my builder, was genuine. I relied on this report in good faith, understanding it to be both legitimate and professionally prepared."*

27. And at **MJC2 p24**, following similar wording the Respondent states:

*“...Furthermore, I did not use the report to apply undue pressure on any party for my own benefit. I had made multiple requests since July 2019, but without success. My intention was to provide Mr. and Mrs. Brook with the necessary information to clarify the boundary issues and encourage them to consult a surveyor of their choice for an independent assessment. My request for their response aimed to facilitate open dialogue and find a resolution, not to manipulate or coerce them. Additionally, the IO allegations rely on the second witness statement, which was created for specific purposes.”*

28. Notwithstanding the denial, the Respondent was aware of the facts set out in this allegation and in the allegation of dishonesty below. The Respondent’s reliance on his builder (unqualified in law) to instruct an expert to prepare a report which was not adequately checked and was then deployed in legal correspondence containing an onerous deadline lacked integrity.

#### **Allegation 1.2 – dishonesty**

29. In relation to the allegation above, at 1.1 (and paragraphs 13 to 25), dishonesty is alleged as an aggravating factor in relation to the misconduct which occurred on 29 October 2019.

30. The SRA relies upon the test for dishonesty stated by the Supreme Court in *Ivey v Genting Casinos [2017] UKSC 67*, which applies to all forms of legal proceedings, namely that the person has acted dishonestly by the ordinary standards of reasonable and honest people:

*“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 fact-finder 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.”*

31. At the time that the Respondent wrote the letter of 29 October 2019, he was aware that:

- 31.1. he had not instructed Mr Sen and was therefore unaware of the scope of the instructions;
- 31.2. he was making statements as to Mr Sen's qualifications;
- 31.3. he had not checked Mr Sen's qualifications or employer; and
- 31.4. he had not been present at a site visit.

32. The standard of honesty required for solicitors as set out in *Bolton v Law Society* [1993] EWCA Civ 32, i.e. that they may be 'trusted to the ends of the earth'. The Respondent was therefore dishonest by the standards of ordinary decent people.

### **Allegation 1.3 – the Respondent failed to comply with an undertaking**

33. The Respondent breached Principles 2, and 5 of the SRA Principles 2019 and failed to act in accordance with paragraph 1.3 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

#### Principle 2 – act in a way that upholds public trust and confidence in the solicitors' profession

34. The public are entitled to expect solicitors to stand by their word and comply with undertakings given. The Respondent's neighbours relied on his word when they accepted his undertaking and proceeded to instruct Roger North Long and Partners to prepare a report.

35. In an email dated 2 September 2020 to City Law Solicitors Cardiff Ltd, Watkins & Gunn disclosed a copy of the report prepared by Roger North and sent the Respondent a copy of the invoice in respect of the costs of the report [MJC2 p227-228]. This shows that Watkins & Gunn and their clients expected Mr Hassan to "scrupulously perform" his undertaking. By failing to pay the costs as per his undertaking, Mr Hassan has fallen short of this expectation thereby breaching Principle 2 of the SRA Principles.

#### Principle 5 - act with integrity

36. The test for integrity is set out at paragraphs 14 to 15 above. A solicitor acting with integrity would ensure that all undertakings given by him or her were fully observed. Any breach of an undertaking would be remedied promptly. The Respondent has not done so as explained in his representations [MJC2 p31].

37. Compliance with the undertaking given by the Respondent was neither costly, onerous nor impossible. In choosing not to comply with the undertaking the Respondent showed a lack of integrity.
38. The Respondent has been practising for over 19 years and his area of expertise is residential conveyancing. He knew or ought to have known the importance of giving an undertaking and that an undertaking once given must be fulfilled.
39. A solicitor acting with integrity would consider carefully the reliance place on their word and would not give an undertaking unless they intended to honour it. The Respondent acted contrary to this, in breach of Principle 5.

Paragraph 1.3 of the SRA Code of Conduct for Solicitors, RELs and RFLs

40. Paragraph 1.3 states:

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

41. Undertakings are defined in the Glossary:

*“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 or a third party will do something or cause something to be done, or refrain from doing something”*

42. An undertaking, therefore, is far more than a statement of intent. It is as stated at paragraph 51 above, a binding promise that can, if not observed, lead to disciplinary sanctions. It is more than just “I will do my best”. It is “I will do this, come what may”. It is an unequivocal declaration of intention.

43. On 9 June 2020, Mr Hassan gave an undertaking to Watkins & Gunn Limited stating, *“I have asked your client many times and mentioned you in our meeting*

*that your client should bring a surveyor's report to verify his measurements. I am willing to pay the costs, if I am wrong." [MJC2 p179]*

44. In the same email of 9 June 2020, the Respondent referred to his promise to pay the costs for the survey report as an "undertaking":

*"I have provided you a surveyor's report and also undertaking to pay your surveyor's costs and believe this is fair and reasonable offer to resolve this matter amicably."*

45. The costs of the survey report prepared by Roger North Long and Partners were £600 [MJC2 p228]. The Respondent failed to pay the costs as per his undertaking and by doing so breached Paragraph 1.3 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

#### Representations from the Respondent

46. At **MJC2 p32** the Respondent states:

*"The allegation overlooks the complexities surrounding my undertaking and the specific conditions that were attached to it. My commitment to cover the costs associated with the report prepared by Roger North Long and Partners was explicitly conditional upon the verification of the accuracy of the Land Registry plan and Ordnance Survey Map measurements referenced in Mr. Sen's report. This condition was paramount, as I sought to ensure that all relevant information was accurately represented before accepting any financial obligation.*

*Furthermore, the assertion fails to recognise that the report from Roger North Long and Partners did not provide any measurements nor challenge the measurements of Mr. Sen's report. This inadequacy rendered the report insufficient to fulfil the conditions of my undertaking. Therefore, I was not liable to pay the costs as claimed."*

47. Notwithstanding the explanation above, the Respondent's conduct is contrary to the statement set out at paragraph 44 above and the Respondent should have been aware that an ambiguous undertaking is generally construed in favour of the recipient.

**The SRA's investigation**

48. The SRA has taken the following steps to investigate the allegations which it makes against the Respondent:

- 48.1. The SRA has investigated the allegations and on 4 October 2024 produced a Notice Recommending Referral to the SDT [MJC2 p7-19]
- 48.2. On 20 October 2024 the SRA notified the Respondent on 20 October 2024 that a decision would be made as to referral [MJC2 p88].

**The Respondent's representations**

49. The Respondent's explanations are set out above and in his representations of 4 October 2024 at [MJC2 p20-32]

**Decision to refer**

50. On 31 October 2024 an Authorised Decision Maker of the SRA decided to refer the conduct of the Respondent to the Tribunal [MJC2 p391]

**Required information**

51. Pursuant to Rule 14 (3) the Applicant is required to provide:

- 51.1. A revised time estimate for the substantive hearing;
- 51.2. A revised schedule of the Society's costs incurred up to and including the date on which the Supplementary statement is sent
- 51.3. Any proposed directions for the future progression of the case.

52. In relation to the above, the Applicant confirms that time estimate for the substantive hearing remains at 3 days. The Applicant's costs remain as set out in the Schedule of Costs dated 23 February 2024. The proposed directions for the future progression of the case remain as set out in the Tribunal's memorandum of 4 November 2024.

**Statement of Truth**

I believe the contents of this statement are true.

*M. C. C. C.* .....

Date: 6 December 2024