

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12597-2024

BETWEEN:

and

REHANA SAEED Respondent

Before:

Ms A Kellett (in the chair)
Mr R Nicholas
Mr C Childs

Date of Hearing: 11 and 12 November 2025

Appearances

Michael Collis of Capsticks LLP, Wellington House, 68 Wimbledon Hill Rd, London SW19 7PA for the Applicant.

Jonathan Goodwin of Jonathan Goodwin Solicitor Advocate Ltd, 69 Ridgewood Drive, Pensby, Wirral CH61 8RF, for the Respondent.

JUDGMENT

Allegations

1. The allegation made against Mrs Saeed by the Solicitors Regulation Authority Limited ("SRA") were that whilst practising as a solicitor at Carter Devile ("the Firm"), she:
 - 1.1 Between approximately 20 June 2018 and 9 October 2018, in relation to Property A, failed adequately to scrutinise the source of the funds supplied by third parties, thereby causing or contributing to the Firm breaching Regulation 28(11)(a) of the 2017 Money Laundering Regulations ("MLRs"), and in doing so breached any or all of Principles 6, 7 and 8 of the SRA Principles 2011 Principles ("the Principles") and failed to achieve Outcome 7.5 of the SRA Code of Conduct 2011 ("the Code").
 - 1.2 Between approximately 13 December 2018 and 5 February 2019, in relation to Property B, failed adequately to scrutinise the source of the funds supplied by third parties, thereby causing or contributing to the Firm breaching of Regulation 28(11)(a) of the 2017 MLRs, and in doing so breached any or all of Principles 6, 7 and 8 of the Principles and failed to achieve Outcome 7.5 of the Code.
 - 1.3 Between 4 October 2018 and 16 October 2018, failed to ensure updated information was provided to the lender in relation to the balance of the purchase price for Property A, and in doing so breached Principles 2 and 6 of the Principles and/or failed to achieve Outcome 10.1 of the Code.
 - 1.4 On or around 31 January 2019, provided misleading information to the lender in relation to the balance of the purchase price for Property B, and in doing so breached Principles 2 and 6 of the Principles and/or failed to achieve Outcome 10.1 of the Code.
 - 1.5 Between 31 January 2019 and 5 February 2019, failed to ensure that updated information was provided to the lenders in relation to the balance of the purchase price for Property B, and in doing so:
 - a) breached Principles 2 and 6 of the Principles;
 - b) failed to achieve Outcome 10.1 of the Code; and/or
 - c) caused or contributed to a failure to achieve Outcome 10.2 of the Code.

Documents

2. The Tribunal reviewed all the documents submitted by the parties, which included (but was not limited to):
 - Rule 12 Statement and Exhibit LJF1 dated 30 April 2024
 - The Respondent's Answer and Exhibits dated 2 July 2024
 - The Applicant's Reply to the Respondent's Answer dated 17 July 2024
 - Applicant's Statement of Costs dated 5 November 2025

Professional Details

3. Mrs Saeed was a solicitor, having been admitted to the Roll in July 1997. She joined the Firm in January 2015. At the time, her Practising Certificate was subject to the following conditions:

- That she may act as a solicitor only as an employee;
- That she may not be a sole practitioner, or a manager, or owner of any authorised body or authorised non-SRA firm;
- That she does not hold, receive, or have access to client money, or act as a signatory to any client or office account, or have the power to authorise electronic transfers from any client or office account; and
- That she shall immediately inform any actual or prospective employer of these conditions and the reasons for their imposition.

4. On 5 December 2016, Mrs Saeed entered into a Regulatory Settlement Agreement (“RSA”) with the SRA in relation to conduct that occurred which was identified during three separate SRA investigations across 2013 – 2015. Mrs Saeed accepted a rebuke and a £2,000 fine as part of this RSA. Mr Collis submitted that the RSA was significant in the instant case as the admissions included that she had undertaken conveyancing transactions which were misleading to lenders as it was unclear which firm undertook the transactions. Mrs Saeed had admitted that her conduct which resulted in the RSA had lacked integrity.

5. Between 2013 and 2016 Mrs Saeed held an unconditional Practising Certificate.

Factual Background

6. On 12 June 2019, Mrs Saeed made a report to the SRA in relation to her concerns regarding the seller’s solicitors for both Property A and Property B. These concerns related to the Land Registry’s rejection of the ID for the sellers that had been provided by their solicitors. The Firm had acted for the buyer of both of these properties. On 31 October 2019, Mishcon de Reya LLP also reported concerns to the SRA in relation to these conveyancing transactions.

7. As a result of these reports, an SRA investigation into the Firm started on 26 August 2020, which culminated with the Forensic Investigation Officer (“FIO”) producing a Forensic Investigation Report on 28 April 2021 (“the FIR”).

Findings of Fact and Law

8. The Applicant was required to prove the allegations 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 the Respondent’s rights to a fair trial and to respect for his/her/their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

Integrity

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”.

9. **Allegation 1.1 - Between approximately 20 June 2018 and 9 October 2018, in relation to Property A, failed adequately to scrutinise the source of the funds supplied by third parties, thereby causing or contributing to the Firm breaching Regulation 28(11)(a) of the 2017 MLRs and in doing so breached any or all of Principles 6, 7 and 8 of the Principles and failed to achieve Outcome 7.5 of the Code.**

9.1 The Applicant’s Case

9.2 Mrs Saeed acted for Client C, (a company owned by Person E,) in its purchase of Property A in October 2011. The 13 June 2018 client care letter to Client C (which identified Mrs Saeed as the solicitor who “*would be responsible for most of the work personally*”) stated:

“In the event your matter is to be funded by a third party we will require from you prior to commencement of any work on your behalf, valid up to date identification of that third party. We may have to ask the third party for further identification during the course of the transaction if this becomes necessary. We may also require evidence from the third party of the source of funds.”

9.3 The Firm received £227,305.27 of non-mortgage monies in five separate transactions between June and October 2011. None of those funds were received from Client C. Instead, they were received from Qaiser Mahmood (£350) or Company F (£226, 955.27). Company F was a company associated with Person E.

9.4 Conflicting information was contained on the client ledger and the various Receipt Slips as to the source of the funds, with these documents suggesting that the Firm had received the Funds from Client C or Person E rather than having been received from Qaiser Mahmood and Company F.

9.5 The FIO’s review of the Firm’s case papers in relation to this matter confirmed that:

- No evidence was seen that the client had been asked to provide details of their source of funds;
- No evidence was seen of any scrutiny or verification of the connection to the paying parties (Qaisar Mahmood and Company F) with either Client C or Person E;
- No evidence was seen as to what those paying parties’ source of funds was; and
- No revised risk assessments were seen to take account of the changed source of funds, in terms of the involvement of Qaisar Mahmood and Company F.

9.6 Mr Collis submitted that the Firm had received £227,305.27 in payments (excluding the mortgage) in relation to the purchase of Property A, with the vast majority of those funds emanating from either Qaiser Mahmood or Company F. Mrs Saeed failed to obtain any or any adequate information that would demonstrate the identification of these parties and/or their connection with Client C or Person E; and the source of their funds that was being contributed towards the purchase of Property A.

9.7 As the fee-earner on the matters, Mrs Saeed's failures caused or contributed to the Firm failing to comply with these relatively basic anti-money laundering requirements. As such, she failed to comply with anti-money laundering legislation requirements. Mrs Saeed failed to meet her regulatory obligations and also failed to carry out her role in the business effectively, in accordance with proper governance and sound financial and risk management principles. Accordingly, she failed to achieve Outcome 7.5 of the Code and breached Principles 7 and 8 of the Principles.

9.8 The public trusted and expected solicitors to act in accordance with the legal and regulatory regime governing their practise, particularly in relation to the statutory anti-money laundering requirements and the handling of large sums of money. In failing to conduct any or adequate scrutiny of the source of funds received from third parties, Mrs Saeed's conduct would damage that trust in breach of Principle 6 of the Principles.

9.9 The Respondent's Case

9.10 Mrs Saeed admitted allegation 1.1 in its entirety.

9.11 The Tribunal's Findings

9.12 The Tribunal found allegation 1.1 proved on the facts and evidence. The Tribunal considered Mrs Saeed's admissions to have been properly made.

10. **Allegation 1.2 - Between approximately 13 December 2018 and 5 February 2019, in relation to Property B, failed adequately to scrutinise the source of the funds supplied by third parties, thereby causing or contributing to the Firm breaching of Regulation 28(11)(a) of the 2017 MLRs, and in doing so breached any or all of Principles 6, 7 and 8 of the Principles and failed to achieve Outcome 7.5 of the Code.**

10.1 The Applicant's Case

10.2 Mrs Saeed acted for Client D (another company owned by Person E) in its purchase of Property B. The 29 June 2018 client care letter for Client D contained the same passage in relation to third party funds as the client care letter for Client C detailed above.

10.3 Of the £234,451.48 non-mortgage monies that were received by the Firm for the Property B transaction, the apparent sources of £234,021.48 of that figure were as follows:

- £400 received on 13 December 2018 (received from a Mr Q Mahmood);

- £50,000 received on 30 January 2019 (in six separate transfers) (received from a Ahmed Muzzamil);
- £20,000 received on 31 January 2019 (received from a “Leal SK”);
- £10,000 received on 31 January 2019 (received from a “Leal VK”);
- £76,801.48 received on 4 February 2019 (received from Company F); and
- £76,820 received on 5 February 2019 (received from Company F).

10.4 As with the Property A transaction, conflicting information was recorded on the client ledger and the various Receipt Slips as to the source of these funds, with these documents suggesting that the Firm had received these funds from either Client D or Person E.

10.5 The FIO noted that:

- No evidence was seen that the client had been asked to provide details of their source of funds. As with Property A, this included in relation to Company F;
- No evidence was seen of any scrutiny or verification of the connection to the paying parties with either Client D or Person E;
- No contemporaneous evidence was seen as to what those paying parties’ source of funds was. In relation to Company F, which provided the final substantial payments of £76,801 on 4 February 2019 and £76,820 on 5 February 2019, bank statements subsequently showed that the source of those funds was money received from the seller’s solicitors (Woodford Wise) shortly after an initial £80,000 was transferred from the Firm to Woodford Wise. The documents show this to have been a swift carousel of payments between 1 February and 5 February 2019, with Company F having no other substantive funds in its account at the relevant time; and
- No revised risk assessments were seen to take account of the changed source of funds, in terms of the involvement of the third parties (including Company F).

10.6 Mr Collis submitted that £234,451.48 was received by the Firm in relation to the purchase of Property B from third parties. Mrs Saeed failed to obtain a complete set of identification documents for these third parties, as well as failing to obtain any or any adequate information relating to the source of these funds. The failure to comply with these basic and fundamental anti-money laundering requirements represented breaches of Principles 6, 7 and 8 of the Principles, as well as a failure to achieve Outcome 7.5 of the Code for the reasons detailed at allegation 1.1 above.

10.7 The Respondent's Case

10.8 Mrs Saeed admitted allegation 1.2 in its entirety.

10.9 The Tribunal's Findings

10.10 The Tribunal found allegation 1.2 proved on the facts and evidence. The Tribunal considered Mrs Saeed's admissions to have been properly made.

11. **Allegation 1.3 - Between 4 October 2018 and 16 October 2018, failed to ensure updated information was provided to the lender in relation to the balance of the purchase price for Property A, and in doing so breached Principles 2 and 6 of the Principles and/or failed to achieve Outcome 10.1 of the Code.**

11.1 Mr Collis repeated the facts in relation to the source of funds for the purchase of Property A detailed at allegation 1.1 above.

11.2 The mortgage provider for this conveyancing transaction was Together Commercial Finance Limited, who were represented by Priority Law Limited ("Priority Law"). Priority Law made clear that it required confirmation that the balance of the purchase price was being paid by the borrower (Client C) in correspondence with Mrs Saeed dated 6 June, 16 July, 11 and 18 September 2011. Each of those requests were acknowledged by Mrs Saeed in correspondence.

11.3 On 1 October 2018, Mrs Saeed sent an e-mail to Priority Law alerting them to the fact that it was now believed that half the balance of the completion funds would be coming from the "*directors (sic) other company*" and the remaining half would be emanating from the purchase company (Client C) itself.

11.4 In reply, Priority Law requested provision of:

- Confirmation of whether the balance funds coming from a third party were being provided as a gift or by way of a loan;
- If a gift, a draft Indemnity Insurance Policy to cover that gift and a signed Statutory Declaration, plus "*ID and proof of residence*"; or
- If a loan, a signed Statutory Declaration, plus "*ID and proof of residence*".

11.5 On 2 October 2018, having obtained a quote for a draft Indemnity Insurance Policy, Mrs Saeed appeared to forward that quote onto Priority Law, and repeated the assertion that the director of the purchase company had gifted money from his business account as a sole trader.

11.6 On 3 October 2018, Mrs Saeed provided to Priority Law a signed Statutory Declaration from Person E. Significantly, the Statutory Declaration made no reference to Company F, nor did it state that any more than £90,000 was being provided to Client C by a third party.

11.7 The following day, £89,330 was received by the Firm from Company F, with a further £47,575.27 being received by the Firm from Company F on 9 October 2011.

11.8 No correspondence was located which suggested that Priority Law had been informed that none of the balance funds had in fact been received from Client C.

11.9 Mr Collis submitted that whilst Mrs Saeed had notified Priority Law that half the balance of the purchase price would be coming from Company F, she failed to update them when it transpired that the entirety of the balance of the purchase price was funded by Company F, with nothing from Client C. Given the repeated requests from Priority Law for confirmation that funds were not emanating from third parties, and the steps they took when they were informed about half the balance of the purchase price, Mrs Saeed must have been aware of the need to appraise them of the true position.

11.10 Furthermore, in December 2016, Mrs Saeed had entered into an RSA with the SRA, which included admissions about her conduct which led to the lenders in those conveyancing transactions being misled. Mrs Saeed would therefore have known of the importance (in terms of compliance with her regulatory obligations) of ensuring that the lender was in possession of all the information which might be relevant to its decision to provide a mortgage loan.

11.11 In failing to update the lender, through their solicitors, in circumstances where it would have been obvious that they required this information, Mrs Saeed would have damaged the public's trust that a solicitor would deal with mortgage providers in a frank, candid and open manner in breach of Principle 6.

11.12 Mr Collis submitted that in determining whether Mrs Saeed's actions or failings lacked integrity, the Tribunal was required to determine her state of mind. The Tribunal was referred to paragraph 42 of the decision in Seiler, Whitestone & Raitzin v FCA [2023] UKUT 00133, which stated:

- (1) *There is no strict definition of what constitutes acting with integrity. It is a fact specific exercise.*
- (2) *Even though a person might not have been dishonest, if they either lack an ethical compass, or their ethical compass to a material extent points them in the wrong direction, that person will lack integrity.*
- (3) *Acting recklessly is another example of a lack of integrity not involving dishonesty. A person acts recklessly with respect to a result if he is aware of a risk that it will occur and it is unreasonable to take that risk having regard to the circumstances as he knows or believes them to be.*
- (4) *To turn a blind eye to the obvious and to fail to follow up obviously suspicious signs is a lack of integrity.*
- (5) *There are both subjective and objective elements to the test of what constitutes a lack of integrity. The test is essentially objective but nevertheless involves having regard to the state of mind of the actor as well as the facts which the person concerned knew*" (emphasis added)

11.13 The decision in Seiler, it was submitted, echoed the decision in Wingate. Accordingly, when considering whether Mrs Saeed's conduct lacked integrity, the Tribunal should have regard to the following with regard to her state of mind:

- Mrs Saeed was subject to a number of conditions on her Practising Certificate. Having previously experienced intervention from her regulator, it was expected that Mrs Saeed would have tried to fulfil her professional obligations more diligently;
- Mrs Saeed had been subject to an RSA which involved accepting that she had undertaken conveyancing transactions which were misleading to lenders, such conduct involving a lack of integrity on her part. Given that regulatory history, Mr Collis submitted that it was expected that Mrs Saeed would have taken all possible steps to ensure that lenders were not provided with misleading information in future conveyancing transactions; and
- Regardless of the level of AML training she had received from the Firm, given her experience as a solicitor, she would have known only too well that mortgage lenders want to be informed if a third party is contributing to the balance of the purchase price of a property.

11.14 Mr Collis submitted that a solicitor acting with integrity would have ensured that the lender received updated information that would undoubtedly have been relevant to their decision to continue with the loan. Given the repeated requests from Priority Law to receive any such updates and the regulatory difficulties Mrs Saeed faced in 2016 when lenders had been misled, it is the Applicant's contention that her failure to provide that update was more than mere oversight or negligence on her part. The failure to update Priority Law (whether to avoid any additional paperwork or other increase in her workload this would entail, or another reason) must have been a conscious decision on Mrs Saeed's part. Such conduct lacked integrity in breach of Principle 2.

11.15 There was an obvious information imbalance between the lender and its solicitors and the borrower. The lender had made very clear its interest in being appraised of third party funding, or other funding not from the client/borrower. By failing to update the lender with information that they so obviously required and, as asserted above, that failure being a conscious decision by Mrs Saeed, she took an unfair advantage (on behalf of her client), thereby failing to achieve Outcome 10.1 of the Code.

11.16 The Respondent's Case

11.17 Mrs Saeed admitted allegation 1.3 save that it was denied that her conduct was in breach of Principle 2 or that she had failed to achieve Outcome 10.1. Mrs Saeed accepted that her conduct had fallen below acceptable standards and that she had made mistakes. She had admitted those mistakes from the outset. These were not mistakes that had been repeated since.

11.18 With regards to the funds received, they had come from Company F, which was wholly owned by Person E. Those monies were thus his monies. He was also the sole owner of Client C. Mrs Saeed denied that she had failed to inform Priority Law/the Lender of the monies coming from a third party in order to avoid the additional work that had been occasioned by her email of 1 October 2011. Whilst she now realised that she should have informed Priority Law/the Lender, she had not realised that at the time, and had not taken a conscious decision not to inform them.

11.19 Mr Goodwin submitted that on 12 June 2019, Mrs Saeed had reported the seller's solicitors to the SRA. Had she consciously chosen to act improperly, it was less likely that she would have made such a report. Solicitors who chose to act without integrity would not want to bring such conduct to the attention of the regulator. It was noted that those solicitors were the subject of proceedings before the Tribunal, however, no allegation of acting without integrity had been pursued by the regulator against them.

11.20 The correct approach to a consideration of whether conduct lacked integrity was to proceed on an objective basis, assessing whether the conduct fell below expected standards. It was the Applicant's case that Mrs Saeed had taken a conscious decision not to inform the Lender and/or to provide misleading information. The Applicant, it was submitted, had failed to provide any evidential basis for that assertion. Whilst it was accepted that there had been failings in Mrs Saeed's conduct, those failings were the result of errors of judgement and were inadvertent. As Wingate made clear, "*the duty of integrity does not require professional people to be paragons of virtue.*" Solicitors could and did make errors of judgement. Not every error amounted to a lack of integrity. This was such a case.

11.21 As to the Applicant's reliance on the RSA, in her evidence Mrs Saeed explained that she had not understood the significance of the admissions made. She had not received any legal advice before entering into the RSA, and had not had conduct of the matters complained of. Mr Goodwin submitted that in the circumstances, the fact of the RSA was of no assistance and certainly did not establish a pattern of behaviour. Accordingly, the RSA should have no impact on the Tribunal's consideration of whether Mrs Saeed's conduct was in breach of Principle 2 as alleged.

11.22 The Tribunal's Findings

11.23 The Tribunal found the admission to a breach of Principle 6 proved on the facts and evidence. The Tribunal considered Mrs Saeed's admission to have been properly made. The Tribunal then considered the denied matters.

11.24 It was clear from Mrs Saeed's oral evidence that she considered that the monies had come from Person E as it was coming from an entity wholly owned by him. The Tribunal accepted Mrs Saeed's evidence that she asked Person E who the monies belonged to and that he explained that it was his money from his sole trader account.

11.25 Mr Collis had referred to the anomalies recording from whom the monies had been received on the Firm's accounts systems. The Tribunal determined that those anomalies supported Mrs Saeed's contention that she considered that the monies belonged to Person E.

11.26 With regard to the RSA, Mrs Saeed had stated that she had not had conduct of the complained of matters. She had entered into the RSA considering that as a partner in the firm, she was responsible for that firm's failings. There was no evidence to suggest that Mrs Saeed had had conduct of the complained of matters. Accordingly, the fact of the RSA was of no assistance to the Tribunal in its consideration of her conduct.

11.27 It was clear that Mrs Saeed had made significant errors in her conduct of the conveyancing transaction. She had admitted her failings, and had since undertaken

training. The Tribunal accepted her evidence that she would conduct herself differently if faced with a similar transaction in the future.

- 11.28 The Tribunal was not satisfied that the Applicant had adduced sufficient evidence to demonstrate that Mrs Saeed had consciously failed to ensure updated information was provided to the lender in relation to the purchase of Property A. The Tribunal accepted that her inexperience in relation to the transaction, together with the significant failings on the part of the Firm with regard to its AML procedures, had led to her making mistakes. Those mistakes, it was determined, were not such that her conduct could properly be construed as breaching Principle 2. Accordingly, the Tribunal did not find that Mrs Saeed's conduct lacked integrity in breach of Principle 2 as alleged.
- 11.29 With regard to Outcome 10.1, the Tribunal found that Mrs Saeed had not consciously chosen to fail to update the lender. Whilst the lender might have been disadvantaged, Mrs Saeed had not chosen to take unfair advantage. Accordingly, the Tribunal did not find that she had failed to achieve Outcome 10.1.
- 11.30 The Tribunal thus found allegation 1.3 proved, save that it did not find that Mrs Saeed had breached Principle 2 of failed to achieve Outcome 10.1
- 12. **Allegation 1.4 - On or around 31 January 2019, provided misleading information to the lender in relation to the balance of the purchase price for Property B, and in doing so breached Principles 2 and 6 of the Principles and/or failed to achieve Outcome 10.1 of the Code.**

12.1 The Applicant's Case

- 12.2 Mr Collis repeated the facts as regards the source of funds for the purchase of Property B detailed at allegation 1.2 above. The mortgage lender for the purchase of Property B was a company called Vida Homeloans, who were represented by MetroLaw Solicitors ("MetroLaw"). Similar to the request from the lender in the purchase of Property A, a 7 January 2019 letter from MetroLaw contained the following request: "*Full details of any further borrowing or other proposed charges over the Property*".
- 12.3 Following a 29 January 2019 request from MetroLaw to be provided with company bank statements demonstrating a build-up of the deposit funds, Mrs Saeed sent an e-mail on 31 January 2019, attaching a bank statement in Person E's name depicting £233,147.01 in funds, which contained the following assertion:
 - "I attach the sole director (who is also the sole shareholder)bank (sic) statement where he holds the money".*
- 12.4 Mr Collis submitted that the obvious purpose of the wording of the e-mail and the provision of Person E's bank statement was to convey the impression that the deposit funds were being provided solely by Person E. However, by this point, the Firm had already received (i) £50,000 from Ahmed Muzzamil on 30 January 2019; and (ii) (potentially) £20,000 from "Leal SK" and £10,000 from "Leal VK" on 31 January 2012.

12.5 A copy of an “*Authority Letter*”, dated 1 February 2019, from Person E, appeared on the client file, which asserted:

“I, [Person E] sole director of [Client D] confirm that I have very many business interests and I am also a sole trader running a business [Company F]. My business Associates have assisted me in purchasing an investments property at [Property B]. I have shown Carter Devile Solicitors my NatWest Statement where I have a balance of £230,000.00 approximately in the current account but I have decided not to use this money towards my purchase of [Property B] but my business associates S K Leal and Ahmed Muzammil have gifted me the sum of approx. £76,000 towards my purchase. I confirm that they are business associates. The gifts are non-refundable. I confirm bank statements from where these deposits came from will also be provided to carter Devile before this matter is completed.”

12.6 Mr Collis noted that the Authority Letter did not refer to the totality of third party funds provided for the purchase of Property B. Further, whilst it appeared to suggest that only £76,000 of the balance of the purchase price would be funded by third parties, none of the balance of the purchase price was in fact funded by Client D.

12.7 Following the 31 January 2019 e-mails to MetroLaw and the 1 February 2019 Authority Letter, the Firm received in excess of £150,000 from Company F on 4 and 5 February 2012.

12.8 The FIO was unable to locate any correspondence from Mrs Saeed to MetroLaw which would suggest that the lender had been notified that third parties were contributing to the balance of the purchase price.

12.9 Mr Collis repeated the submissions detailed at allegation 1.3 above as to the Applicant’s contention that Mrs Saeed’s conduct was in breach of Principle 2 and failed to achieve Outcome 10.1.

12.10 The Respondent's Case

12.11 Mrs Saeed admitted allegation 1.4 save that it was denied that her conduct was in breach of Principle 2 or that she had failed to achieve Outcome 10.1.

12.12 The submissions made with regard to allegation 1.3 above were repeated. With regard to the third party funds that were received other than from Company F, Mrs Saeed explained that Person E informed her that the individuals that had made those payments were to be directors of Client D.

12.13 The Tribunal’s Findings

12.14 The Tribunal found the admission to a breach of Principle 6 proved on the facts and evidence. The Tribunal considered Mrs Saeed’s admission to have been properly made. The Tribunal then considered the denied matters.

12.15 The Tribunal repeated its findings detailed at allegation 1.3 above. The Tribunal accepted Mrs Saeed’s evidence that she believed that the individuals who had paid

funds to the Firm were to be directors of Client D, following a telephone conversation with Person E (as to which see below).

12.16 Accordingly, the Tribunal found allegation 1.4 proved, save that it did not find that Mrs Saeed's conduct was in breach of Principle 2 or failed to achieve Outcome 10.1 as alleged.

13. **Allegation 1.5 - Between 31 January 2019 and 5 February 2019, failed to ensure that updated information was provided to the lenders in relation to the balance of the purchase price for Property B, and in doing so: (a) breached Principles 2 and 6 of the Principles; (b) failed to achieve Outcome 10.1 of the Code; and/or (c) caused or contributed to a failure to achieve Outcome 10.2 of the Code.**

13.1 The Applicant's Case

13.2 On 31 January 2019, six minutes after sending the email which attached Person E's bank statement, Mrs Saeed sent a second e-mail to MetroLaw, which contained a series of signed undertakings, one of which stated:

"We shall notify you of any change of information supplied to us before completion".

13.3 Following the sending of those emails, Mrs Saeed failed to update the lender as to the extent to which third parties were funding the balance of the purchase price despite:

- (i) receiving the 1 February Authority Letter from Person E which made express reference to the involvement of third parties; and
- (ii) the receipt of funds from Company F on 4 and 5 February 2012.

13.4 Mr Collis submitted that these events took place after Mrs Saeed had provided to the lender's solicitor an undertaking (albeit one signed by Ms Mead) which confirmed that they would provide any updates should there be any change of information. Mr Collis referred the Tribunal to the reference submitted for Mrs Saeed by Mr John Devile, a partner of Firm, asserting that Mrs Saeed was not authorised to sign undertakings. For the avoidance of doubt, it was not the Applicant's case that Mrs Saeed had signed the undertakings. Mrs Saeed had provided those undertakings to MetroLaw and was the solicitor with conduct of the case. As such, Mrs Saeed was the person who would know if anything impacted on the Firm's ability to comply with the undertaking. The Firm's ability to comply with the undertakings required Mrs Saeed to either notify MetroLaw of any change of information supplied to the Firm before completion, or to notify the provider of the undertaking of any such change. It was on that basis that the Applicant alleged that Mrs Saeed had caused or contributed to a failure to achieve Outcome 10.2.

13.5 Again, it is asserted that the public (and lenders) would trust solicitors to provide relevant and correct information to them. By failing to provide relevant information to the lender as to the source of the balance of the purchase price, particularly in circumstances where the facts changed so much, and so soon, after obviously relevant enquiries from the lender, the First Respondent would have damaged the public's trust in solicitors to provide such information and thereby breached Principle 6.

13.6 Mr Collis invited the Tribunal to conclude that the failure to update the lender was a conscious decision on the part of Mrs Saeed. This conveyancing transaction took place relatively shortly after the Property A transaction, and involved a further company owned by Person E. Two consecutive failures to update a lender as to the source of deposit funds, to the apparent benefit or assistance of the same individual, strengthened the Applicant's assertion that this was more than mere negligence or oversight on the part of Mrs Saeed. A conscious decision not to update the lender with information they required, either to the benefit of the ultimate client, or to avoid incurring additional work to secure the further paperwork that the lender would have required, demonstrated a failure to adhere to the ethical standards of the profession in breach of Principle 2.

13.7 Mr Collis repeated the submission regarding a failure to achieve Outcome 10.1 detailed above at allegation 1.3.

13.8 The Respondent's Case

13.9 Mrs Saeed admitted allegation 1.5 save that it was denied that her conduct was in breach of Principle 2 or that she had failed to achieve Outcomes 10.1 and 10.2.

13.10 Mr Goodwin repeated the submissions detailed at allegation 1.3 above. In addition, it was submitted that Outcome 10.2 required: "*you perform all undertakings given by you within an agreed timescale or within a reasonable amount of time.*" As Mrs Saeed had not provided the undertaking, there could be no finding that she had failed to achieve Outcome 10.2

13.11 The Tribunal's Findings

13.12 The Tribunal found the admission to a breach of Principle 6 proved on the facts and evidence. The Tribunal considered Mrs Saeed's admission to have been properly made. The Tribunal then considered the denied matters.

13.13 In evidence Mrs Saeed stated that following the receipt of funds from Ahmed Muzammil in the sum of £50,000 (over six separate payments), she telephoned Person E to ask him who the funds had come from. Person E stated that the monies were from business associates who were going to be part of the company (Client D). Mrs Saeed stated that she asked for ID for those third parties who had paid money to the Firm.

13.14 As to why this was not communicated to MetroLaw/the lender, Mrs Saeed stated that she was not intending to use those monies at the time. Whilst it had been the intention not to use those monies, Mrs Saeed stated that her mistake was using those monies.

13.15 The Tribunal considered that by 1 February 2019, when Mrs Saeed read the Authority Letter, she knew that the funds for the purchase were not coming solely from Client D or Person E. Whilst she had not initially intended to use the third party funds, believing that the funds for the purchase were still going to be coming from her client (whether in person or through his corporate vehicle), she knew, following receipt of the Authority Letter, that Person E/Client D would not be providing full funds for the purchase.

13.16 Mrs Saeed was aware that MetroLaw/the lender believed that the funds for the purchase were coming from the client. Following receipt of the Authorisation Letter, Mrs Saeed knew that the purchase funds were no longer solely emanating from her client and that the lender was not aware of this. The deposit of third party funds into the Firm's account was a matter of concern for Mrs Saeed such that she called Person E asking for an explanation. Mrs Saeed knew, given her experience in relation to the purchase of Property A, that this was information that she ought to make the lender aware of. She was also aware that she was required to notify the lender of any change prior to completion, as per the undertaking that she sent to MetroLaw. She failed to do so. Given her state of knowledge, the Tribunal did not accept that this was an inadvertent error.

13.17 Applying the objective test for integrity, and taking into account what Mrs Saeed knew at the time, the Tribunal was satisfied that Mrs Saeed's conduct, in failing to ensure that updated information was provided to the lender, lacked integrity in breach of Principle 2. Mrs Saeed had taken unfair advantage of the lender and thus had failed to achieve Outcome 10.1. The Tribunal noted that the failure in relation to Outcome 10.2 was pleaded as Mrs Saeed having caused or contributed to a failure to achieve Outcome 10.2. In failing to notify MetroLaw of any change of information supplied to the Firm before completion, or to notify the provider of the undertaking of any such change, Mrs Saeed had caused and contributed to the breach of the undertaking as alleged.

13.18 Accordingly, the Tribunal found allegation 1.5 proved in its entirety.

Previous Disciplinary Matters

14. None before the Tribunal

Mitigation

15. Mr Goodwin submitted that Mrs Saeed had taken significant steps with regard to her misconduct to ensure that there would be no repetition. Evidence had been provided of the training she had undertaken. She had also been instrumental in introducing compliance regimes at the Firm. Her conduct since had been unblemished and exemplary; there had been no reports to the SRA and she had continued to practise without incident. The Applicant, it was submitted, had no concerns about her practise, having granted unconditional Practising Certificates since 2012.

16. Mrs Saeed's admissions demonstrated genuine insight into her misconduct. She had cooperated fully throughout the investigation. Mr Goodwin submitted that whilst the admitted and proven matters were serious, they were not such that any sanction should adversely affect her ability to practise. Any sanction should be proportionate and reflect the totality of her misconduct. Mr Goodwin submitted that a fair and proportionate sanction would be a financial penalty falling within the Tribunal's Indicative Fine Band Level 1 or the lower end of Level 2.

Sanction

17. The Tribunal had regard to the Guidance Note on Sanctions (11th Edition – February 2025). 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 the circumstances.

18. The Tribunal found that Mrs Saeed's misconduct was motivated by her desire to complete the transactions without proper regard for her regulatory duties. She was reacting to events and was under pressure to complete the transactions. Mrs Saeed had direct control over the circumstances leading to her misconduct. Whilst she was an experienced solicitor, she was not experienced in the type of conveyancing transactions undertaken and had no knowledge of her anti-money laundering responsibilities. As per her admissions and the Tribunal's findings, Mrs Saeed had caused damage to the reputation of the profession by failing to uphold public trust in the profession.
19. The misconduct was repeated and was in material breach of Mrs Saeed's obligation to protect the public and the reputation of the profession. The RSA and the conditions placed on Mrs Saeed's Practising Certificate should have heightened her diligence in compliance with her professional obligations.
20. In mitigation, Mrs Saeed had demonstrated insight and remorse. She had undertaken relevant training and introduced compliance procedures in the Firm to ensure that there would be no repeat of the misconduct.
21. The Tribunal did not consider that sanctions such as No Order or a Reprimand were proportionate to the level of Mrs Saeed's misconduct. The Tribunal agreed with Mr Goodwin's submission that a financial penalty was appropriate, with there being no need to interfere with Mrs Saeed's ability to practise. The Tribunal also took into account that no sanction was imposed in relation to the Firm. In all the circumstances, the Tribunal considered that a fine in the sum of £7,500 properly reflected the seriousness of the misconduct.

Costs

22. Mr Collis applied for costs in the sum of £34,905.12. When the investigation and referral commenced, there were three intended Respondents. The costs incurred for that phase has been divided such that Mrs Saeed was responsible for $\frac{1}{3}$ of those costs. Throughout the period from 6 July 2023 to 31 October 2023, there were similarly three intended Respondents and Mrs Saeed was responsible for $\frac{1}{3}$ of the fixed fee. Thereafter, there were two Respondents. Accordingly, $\frac{1}{2}$ of the costs incurred were being claimed from Mrs Saeed. The hourly rate claimed (£142) was reasonable.
23. Mr Collis noted that the Firm (the Second Respondent) had resolved the matter by way of an Agreed Outcome. Costs of £5,000 represented a significant reduction as the Firm no longer existed as a recognised body and accordingly, held no assets. Mr Collis recognised that the Tribunal might apply a reduction to the costs claimed as a result of Mrs Saeed's successful resistance to some of the disputed matters.
24. Mr Goodwin submitted that costs should be limited to a reasonable and proportionate amount, taking into account Mrs Saeed's limited means. She had made significant admissions and had successfully resisted the allegation that her conduct lacked integrity for allegations 1.3 and 1.4

25. The costs claimed, it was submitted, were significant and disproportionate. In considering the fair and reasonable amount that Mrs Saeed should pay, the Tribunal should take into account the costs paid by the Firm.
26. The Tribunal found that the costs claimed were excessive in circumstances where (i) Mrs Saeed had made significant admissions from the outset, (ii) there were limited issues for determination and (iii) the Applicant had agreed significantly reduced costs for the Firm. The Tribunal determined that there should be a further reduction in costs ordered to take account of Mrs Saeed's successful defence of the disputed matters for allegations 1.3 and 1.4 and also to take account of her limited means. The Tribunal determined that costs in the sum of £12,000 were reasonable and proportionate in all the circumstances.

Statement of Full Order

27. The Tribunal ORDERED that the Respondent, REHANA SAEED solicitor, do pay a FINE of £7,500.00, such penalty to be forfeit to His Majesty the King, and it further Ordered that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £12,000.00.

Dated this 19th day of December 2025
On behalf of the Tribunal

A. Kellett

A. Kellett
Chair