

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No: 12651-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

MD ZAHIDUL ISLAM

First Respondent

ZARINA SHAHEEN BOSTAN

Second Respondent

NAGEENA CHOUDHRY

Third Respondent

MOHAMMED SALEEM

Fourth Respondent

Before:

Ms A Kellett (in the chair)

Ms A E Banks

Ms L Fox

Date of Hearing: 23 April – 1 May 2025

Appearances

David Hopkins, Barrister, 39 Essex Chambers, 81 Chancery Lane, WC2A 1DD instructed by the Applicant.

The First Respondent appeared and was unrepresented.

The Second Respondent appeared and was unrepresented.

Geoffrey Williams KC, was instructed by Weightmans LLP for the Third and Fourth Respondents.

JUDGMENT

Allegations

The First Respondent

The allegations against Md Zahidul Islam are that, while in practice as a solicitor:

1.1 On or around 24 January 2020 and thereafter, he:

1.1.1 entered into an Assignment of Goodwill and Business Sale Agreement (the “**AGBSA**”) with the Third and Fourth Respondents under which, on its true construction, among other things:

1.1.1.1 The First Respondent was obliged to purchase for monetary consideration, and the Third Respondent and the Fourth Respondent were obliged to sell, the Third Respondent’s and the Fourth Respondent’s interests in Silverman Peake LLP (the “**Firm**”);

1.1.1.2 the Third Respondent and the Fourth Respondent were obliged to resign as members of the Firm and the First Respondent was obliged to be appointed as a member of the Firm; -

1.1.1.3 The First Respondent was obliged to be appointed the Firm’s Compliance Officer for Legal Practice (“**COLP**”) and Compliance officer for Finance and Administration (“**COFA**”) and the Third Respondent was obliged to resign from those positions;

1.1.2 entered into a Trainee–Principal Agreement (“the **TPA**”) with the Second Respondent under which, on its true construction, among other things:

1.1.2.1 the Second Respondent agreed to bear the cost of the monetary consideration due to the Third Respondent and the Fourth Respondent under the AGBSA and all additional financial liabilities necessary for the sale of the Firm to him;

1.1.2.2 he agreed that the Second Respondent would be employed by the Firm as a trainee solicitor and branch manager of the Firm’s office at 127 High Road, Loughton, IG10 4LT (the “**127 High Rd Office**”);

1.1.2.3 he agreed that he would not interfere in the Second Respondent’s running of the Firm’s 127 High Rd Office;

1.1.2.4 he agreed the Second Respondent could run the Firm’s 127 High Rd Office as she deemed fit and reasonable;

1.1.2.5 he agreed to procure the opening of new client and office bank accounts for the Firm;

1.1.2.6 he agreed that only the Second Respondent was to have full and sole access to the Firm’s new client and office bank accounts from the outset

as the signatory and that he could not have any control over any transactions;

1.1.2.7 he agreed that he would act merely to watch and monitor the Second Respondent's conduct and he would have no other legal rights upon the Firm's conduct and/or financial liabilities;

1.1.3 became the sole manager of the Firm by virtue of being the sole member of the Firm;

1.1.4 acted so as to carry the terms of the AGBSA and the TPA into effect by materially performing his obligations and exercising his rights under those agreements.

1.2 By his actions in Allegation 1.1, he breached any or all of Principles 2 and 5 of the SRA Principles ("the Principles") and Paragraph 2.1 of the SRA Code of Conduct for Firms (the "Code").

1.3 Between 27 January 2020 and 3 October 2020, while the First Respondent was a manager of the Firm, the Firm failed to:

1.3.1 maintain a list of all the balances shown by the client ledger accounts of the liabilities to clients (and third parties), with a running total of the balances;

1.3.2 provide a cash book showing a running total of all transactions through client accounts held or operated by the Firm;

1.3.3 obtain, at least every five weeks, statements from banks, building societies and other financial institutions for all client accounts and business accounts held or operated by the Firm; and/or;

1.3.4 complete at least every five weeks, for all client accounts held or operated by the Firm, a reconciliation of the bank or building society statement balance with the cash book balance and the client ledger total.

1.4 By the Firm's failures set out in Allegation 1.3, and pursuant to Rules 1.1 and/or 1.2 of the SRA Accounts Rules ("**SAR**"), he breached any or all of Rules 8.1(b) and (c), 8.2 and 8.3 of the SRA Accounts Rules.

The Second Respondent

2. The allegations against, Zarina Shaheen Bostan are that, while unadmitted to the Roll of solicitors:

2.1 On or around 24 January 2020 and thereafter, she:

2.1.1 entered into the TPA with the First Respondent, as described at Allegation 1.1.2;

- 2.1.2 acted so as to carry the terms of the TPA into effect by materially performing her obligations and exercising her rights under that agreement.
- 2.2 By her actions in Allegation 2.1, she breached any or all of Principles 2 and 5 of the SRA Principles and Paragraph 2.1 of the SRA Code of Conduct for Firms.
- 2.3 Between 24 February 2020 and 3 October 2020, while the Second Respondent was a manager of the Firm, the Firm failed to:
 - 2.3.1 maintain a list of all the balances shown by the client ledger accounts of the liabilities to clients (and third parties), with a running total of the balances;
 - 2.3.2 provide a cash book showing a running total of all transactions through client accounts held or operated by the Firm;
 - 2.3.3 obtain, at least every five weeks, statements from banks, building societies and other financial institutions for all client accounts and business accounts held or operated by the Firm; and/or
 - 2.3.4 complete at least every five weeks, for all client accounts held or operated by the Firm, a reconciliation of the bank or building society statement balance with the cash book balance and the client ledger total.
- 2.4 By the Firm's failures set out in Allegation 2.3, and pursuant to Rules 1.1 and/or 1.2 of the SRA Accounts Rules, she breached any or all of Rules 8.1(b) and (c), 8.2 and 8.3 of the SRA Accounts Rules.
- 2.5 On or around 19 November 2020, she accepted a Part 36 Offer on behalf of PA, a former client of the Firm, in circumstances where:
 - 2.5.1 she had no instructions and no proper authority to do so; and/or
 - 2.5.2 there was an own interest conflict or significant risk of such a conflict and thereby she breached any or all of Principles 2, 5 and 7 of the SRA Principles and Paragraphs 3.1 and 6.1 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

The Third Respondent

- 3. The allegations against Nageena Choudhry are that, while in practice as a solicitor:
 - 3.1 On or around 24 January 2020 and thereafter, she:
 - 3.1.1 entered into the AGBSA, as described at Allegation 1.1.1, with the first Respondent and the Fourth Respondent; and;
 - 3.1.2 acted so as to carry the terms of the AGBSA into effect by materially performing her obligations and exercising her rights under that agreement.
 - 3.2 When acting as set out in Allegation 3.1, she:

3.2.1 Was aware, or had reasonable grounds to suspect, that:

- 3.2.1.1 the Second Respondent had been employed by the Firm as a trainee solicitor from January to October 2019 and had left the Firm after an internal disciplinary hearing held in August 2019 due to her poor performance;
- 3.2.1.2 following the sale, the Second Respondent would be reemployed at the Firm as a trainee solicitor or otherwise;
- 3.2.1.3 following the sale, the Second Respondent would have control of one or more of the Firm's clients and/or office accounts;
- 3.2.1.4 the Second Respondent was to pay, on the First Respondent's behalf, the entire amount of the monetary consideration due under the AGBSA for the sale of the Firm;
- 3.2.1.5 following the sale, the First Respondent would become the sole member of the Firm;
- 3.2.1.6 following the sale, the First Respondent would become the Firm's COLP and COFA;
- 3.2.1.7 following the sale, the First Respondent would not have control of any of the Firm's client and/or office accounts; and/or;
- 3.2.1.8 The First Respondent was unable to and/or would not effectively supervise The Second Respondent's work for clients; and/or;

3.2.2 Knew, or subjectively believed, that:

- 3.2.2.1 The Second Respondent had lied to her and/or the Fourth Respondent in around January 2019 by telling her and/or the Fourth Respondent that she had left her previous employer voluntarily when in fact she had been dismissed;
- 3.2.2.2 the Fourth Respondent had discovered the above in around late September/early October 2019 and asked The Second Respondent either to tell the truth to her (the Third Respondent) or resign; and;
- 3.2.2.3 The Second Respondent thereafter chose to resign from the Firm.

3.3 By acting as set out in Allegation 3.1 while having the knowledge and/or belief set out in Allegation 3.2, she breached any or all of Principles 2 and 5 of the SRA Principles and Paragraph 2.1 of the SRA Code of Conduct for Firms.

The Fourth Respondent

4. The allegations against Mohammed Saleem are that, while in practice as a solicitor:

- 4.1 On or around 24 January 2020 and thereafter, he:
 - 4.1.1 entered into the AGBSA, as described at Allegation 1.1.1, with the First Respondent and the Third Respondent ; and
 - 4.1.2 acted so as to carry the terms of the AGBSA into effect by materially performing his obligations and exercising his rights under that agreement.
- 4.2 When acting as set out in Allegation 4.1, he:
 - 4.2.1 Was aware, or had reasonable grounds to suspect, that:
 - 4.2.1.1 The Second Respondent had been employed by the Firm as a trainee solicitor from January to October 2019 and had left the Firm after an internal disciplinary hearing held in August 2019 due to her poor performance;
 - 4.2.1.2 following the sale, The Second Respondent would be reemployed at the Firm as a trainee solicitor or otherwise;
 - 4.2.1.3 the Second Respondent was to pay, on the First Respondent's behalf, the entire amount of the monetary consideration due under the AGBSA for the sale of the Firm;
 - 4.2.1.4 following the sale, the First Respondent would become the sole member of the Firm;
 - 4.2.1.5 following the sale, the First Respondent would become the Firm's COLP and COFA; and/or
 - 4.2.1.6 the First Respondent was unable to and/or would not effectively supervise the Second Respondent's work for clients.
 - 4.2.2 Knew, or subjectively believed, that:
 - 4.2.2.1 the Second Respondent had lied to him and/or Third Respondent in around January 2019 by telling him and/or the Third Respondent that she had left her previous employer voluntarily when in fact she had been dismissed;
 - 4.2.2.2 he had discovered the above in around late September/early October 2019 and asked the Second Respondent to either to tell the truth to the Third Respondent or resign; and
 - 4.2.2.3 the Second Respondent thereafter chose to resign from the Firm.
- 4.3 By acting as set out in Allegation 4.1 while having the knowledge and/or belief set out in Allegation 4.2, he breached any or all of Principles 2 and 5 of the SRA Principles and Paragraph 2.1 of the SRA Code of Conduct for Firms.

Executive Summary

5. The Firm, an SRA-authorised LLP, was owned by the Third and Fourth Respondents. In January 2019, the Second Respondent joined as a trainee solicitor but resigned in October 2019 after the Fourth Respondent raised concerns about the circumstances of her departure from her previous employer. Later that year, she re-established contact with the Third Respondent to introduce a prospective buyer— the First Respondent— who had agreed to supervise her training for £3,000 per month. Although the Second Respondent intended to fund the purchase, the Third Respondent agreed to sell the Firm solely to the First Respondent, who could appoint her (the Second Respondent) as a partner.
6. The sale completed on 24 January 2020 for £25,001. On the same day, the First and Second Respondents executed the TPA, and the First Respondent became a Firm member on 27 January 2020.
7. While the First Respondent nominally supervised the Second Respondent, she in practice assumed responsibility for managing the Firm’s operations and accounts. The Third and Fourth Respondents were retained as consultants under the AGBSA to facilitate transition and manage legacy files, with fees remaining in the existing Barclays account. The Second Respondent became a full Firm member on 24 February 2020, and new office and client accounts were opened with Metro Bank.
8. On 4 October 2020, the First Respondent terminated the consultancy agreements, alleging that the Third and Fourth Respondents had undertaken unauthorised conveyancing. Following this, the Fourth Respondent lodged a complaint with the SRA, asserting that the Second Respondent had received no meaningful supervision and that the TPA had been a means of facilitating payment for her training contract.
9. The SRA conducted a forensic investigation, which resulted in allegations being brought against all four Respondents.
10. The First Respondent admitted breaches of the SRA Accounts Rules but denied that his conduct breached the Principles or Code. The Second Respondent initially admitted all allegations but changed her position during the hearing.
11. The Third and Fourth Respondents denied that they had any knowledge of the TPA’s terms, had been misled as to the Second Respondent’s prior employment and denied any breach of the Principles. The Tribunal accepted their evidence.
12. The Tribunal found that the First and Second Respondents had breached the Principles, the SAR, and the Code. All allegations against the Third and Fourth Respondents were dismissed.

Sanction

The First Respondent

13. The First Respondent was ordered to pay a Fine of £10,001.

The Second Respondent

14. The Second Respondent was ordered to pay a Fine of £10,001. In addition, the Tribunal ordered that Respondent must not:

- practise as a sole practitioner or sole manager or sole owner of an authorised or recognised body;
- be a partner or member of a Limited Liability Partnership (LLP), Legal Disciplinary Practice (LDP) or Alternative Business Structure (ABS) or other authorised or recognised body;
- work as a solicitor other than in employment approved by the SRA.

The Respondent was granted leave to apply to the Tribunal to lift the restrictions imposed on her practice as a solicitor after a period after three years.

The Third Respondent

15. The Allegations against the Third Respondent were dismissed.

The Fourth Respondent

16. The Allegations against the Fourth Respondent were dismissed.

Documents

17. The Tribunal considered all the documents in the case which were contained in the electronic bundle.

Preliminary Matters

18. Application to Adduce Evidence Out of Time

18.1 Mr Hopkins, on behalf of the Applicant, sought permission to adduce a screenshot containing WhatsApp messages exchanged between the Second Respondent and the Third Respondent. The messages were part of conversation containing messages which had already been disclosed.

18.2 None of the Respondents objected to the application.

Decision of the Tribunal

18.3 The Tribunal granted the application to adduce the WhatsApp messages out of time.

18.4 In making this decision, the Tribunal considered that the messages constituted relevant evidence. Additionally, their admission caused no prejudice to any of the Respondents. The Second and Third Respondents already had possession or control of the material, and its introduction would not affect the First or Fourth Respondents.

Factual Background

The First Respondent

19. The First Respondent was admitted to the Roll of Solicitors on 1 November 2016.

The Second Respondent

20. The Second Respondent was admitted to the Roll of Solicitors on 4 December 2020.

The Third Respondent

21. The Third Respondent was admitted to the Roll of Solicitors on 1 July 2003.

The Fourth Respondent

22. The Third Respondent was admitted to the Roll of Solicitors on 1 November 2013.

Witnesses

23. 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 and made notes of the oral evidence of all witnesses. 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. The following witnesses gave oral evidence:

- Kalvir Virdi – Called by the Applicant
- Helen Maskell – Called by the Applicant
- The First Respondent
- The Second Respondent
- The Third Respondent
- Samina Afser – Called by the Third and Fourth Respondents
- Thomas Croft – Called by the Third and Fourth Respondents
- Asim Mustafa – Called by the Third and Fourth Respondents

Findings of Fact and Law

24. 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 the Respondents' rights to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

25. The Tribunal had due regard to the following and applied the various test in its fact-finding exercise:

Integrity

The matters set at paragraphs 97 to 107 of *Wingate v SRA* [2018] EWCA Civ 366.

The Applicant's Case

26. The Applicant's Rule 12 Statement setting out the case against each of the Respondents can be found [\[here\]](#)

27. The First Respondent's Case – Allegation 1.1-1.4

27.1 In summary, the First Respondent put his case as follows:

- (a) The First Respondent stated that he was introduced to the Second Respondent by Mr A, his former mentor, who indicated that acquiring the Firm would offer an excellent opportunity to broaden his experience in a new area of legal practice.
- (b) He had entered into the AGBSA—drafted by the other Respondents—on the understanding that it was compliant with SRA requirements and raised no regulatory concerns.
- (c) By the terms of the TPA, it was his understanding that the Second Respondent would have full control of the 127 High Road office, without any 'negative' interference from him, though he would provide 'positive' input should the need arise.
- (d) Any criticism of the TPA in respect of his lack of control of the Firm and failure to supervise the Second Respondent had only been raised in the report to the SRA after he had terminated the consultancy of the Third and Fourth Respondents with the Firm in October 2020, and not before.
- (e) He accepted that as a COLP and COFA of the Firm he failed to perform his functions under the SARs. However, the reason for this was that he was denied access to the Barclays Bank Firm accounts and not provided with the information he needed to perform those functions by the Third and Fourth Respondents.
- (f) He had been misled by the Third and Fourth Respondents who not only failed to support and assist him during the handover period but had proceeded to engage in unauthorised conveyancing transactions involving significant cash amounts without his knowledge.
- (g) The First Respondent believed his position to be further undermined when he became aware that the Third Respondent had sold a number of client files which she had conduct of to the Second Respondent for the sum of £97,000 without his knowledge or approval.

The Tribunal's Findings

- 27.2 The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the Respondent's admissions were properly admitted in relation to the agreements entered into, signed, and acted upon.
- 27.3 The Tribunal found that allegations not admitted by the respondent were nonetheless proved to the requisite standard.
- 27.4 Accordingly, the Tribunal therefore found Allegations **1.1.1** to **1.1.4** proved.
- 27.5 In summary, the Tribunal was satisfied that:
- (a) On 24 January 2020 and thereafter, the First Respondent entered into an Agreement for the Sale and Purchase of Business Assets ("AGBSA") with the Third and Fourth Respondents. That agreement, properly construed, required the First Respondent to purchase their interests in the Firm for monetary consideration, in return for which they were to resign as members and facilitate the First Respondent's admission to membership. The agreement also provided for the First Respondent's appointment as the Firm's COLP and COFA, with corresponding resignations by the Third Respondent from those roles.
 - (b) On the same date or thereafter, the First Respondent entered into a Training Partnership Agreement ("TPA") with the Second Respondent, under which the Second Respondent agreed to fund the monetary consideration due to the Third and Fourth Respondents and assume financial liabilities associated with the transfer. In return, the First Respondent agreed to employ her as a trainee solicitor and branch manager of the Firm's 127 High Road, Loughton office. He also undertook not to interfere with her management of that office and acknowledged she would operate it as she deemed fit and reasonable.
 - (c) On 27 January 2020, the First Respondent became the sole manager and member of the Firm and took active steps to perform his obligations and exercise his rights under both the AGBSA and the TPA, thereby giving effect to their terms in practice.
- 27.6 As a result of its findings, the Tribunal found the following breaches proved:
- **Principle 2 and 5 of the Principles** (respectively, failure to maintain public trust and confidence, and lack of integrity);
 - **Paragraph 2.1 the Code of Conduct for Firms** (lack of effective governance structures, arrangements, systems and controls in place)
- 27.7 The Tribunal also found **Allegations 1.3** and **1.4** proved
- 27.8 In summary, the Tribunal was satisfied that between 27 January 2020 and 3 October 2020, while the First Respondent was a manager of the Firm, he failed to maintain adequate financial records in accordance with its regulatory obligations. Specifically, the Firm failed to:

- (a) maintain a list of client ledger balances showing liabilities to clients and third parties, with a running total;
- (b) maintain a cash book with a running balance of all transactions through client accounts;
- (c) obtain, at least every five weeks, financial statements for all client and business accounts held or operated by the Firm and;
- (d) complete, at least every five weeks, reconciliations of the client account balance with the respective bank statements and ledger totals.

27.9 As a result of the allegations proved, the Tribunal found the following breaches proved:

- **Rules 8.1(b) and (c) SAR** (keeping and maintaining accurate, contemporaneous, and chronological accounting records);
- **Rules 8.2 and 8.3 SAR** (obtaining bank statements in respect of accounts held by the Firm and completing reconciliation every five weeks as required);

28. The Second Respondent's Case – Allegation 2.1-2.5

28.1 In summary, the Second Respondent put her case as follows:

- (a) The Firm was purchased by the First Respondent; however, she had provided the purchase monies. This followed the Third Respondent withdrawing from an earlier commitment to sell the Firm to her after having taken advice, that a trainee would be ineligible to own or acquire a legal practice.
- (b) From the outset, the acquisition had proceeded on the understanding that she would become the owner of the Firm once qualified, at which point she would be appointed a director. The First Respondent would resign as director and she would assume control of the Firm.
- (c) On that basis, she drafted the TPA prior to completion of the sale to protect her investment and secure her position.
- (d) She had sent a draft of the TPA to the Third Respondent but she could not say with any degree of certainty whether the document had been opened or read.
- (e) The First Respondent certified her as having been adequately supervised at the end of her training period. This was accurate as he provided her with support remotely at the 127 High Road Office as and when needed.
- (f) Although she conceded that she was jointly and severally responsible with the First Respondent for the Firm's regulatory compliance, she had no access to or control over the Firm's Barclays client account. She believed that the Third and Fourth Respondents were attending to reconciliations and filings pending closure of that account.

- (g) She accepted the offer of settlement on behalf of client PA, without his instructions, believing this was in the client's best interests as the limitation period was due to expire and she had been unable to contact him.
- (i) In respect of all allegations, she denied acting knowingly or intentionally breaching the Principles or the Code.

The Tribunal's Findings

- 28.2 The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that admissions made by the Second Respondent were properly admitted.
- 28.3 The Tribunal found that the remainder of the allegations not admitted by the Respondent were proved to the requisite standard.
- 28.4 **Allegation 2.1** was found to be properly admitted and proved..
- 28.4 In summary, the Tribunal found proved that:
- (a) On or around 24 January 2020 the Second Respondent entered into a TPA with the First Respondent without taking legal advice on its terms.
 - (b) Thereafter the Second Respondent acted to implement the terms of the Agreement by materially performing her obligations and exercising her rights under that contract.
- 28.5 The Tribunal found in relation to **Allegation 2.1** the following breaches:
- **Principle 2 and 5 of the SRA Principles** (respectively failure to maintain public trust and confidence and lack of integrity);
 - **Paragraph 2.1 of the Code of Conduct for Firms** (failing to have effective governance structures, arrangements, systems and controls in place).
- 28.6 The Tribunal found **Allegation 2.3** to be proved.
- 28.7 In essence, the Tribunal was satisfied that, between 24 February 2020 and 3 October 2020, while the Second Respondent was a manager of the Firm, the Firm failed to maintain adequate accounting records and financial oversight. In particular, the Firm failed to:
- maintain a running list of client ledger balances identifying liabilities to clients and third parties;
 - maintain a cash book with a running total of all transactions through client accounts;
 - obtain, at intervals of no more than five weeks, bank or financial statements for all client and business accounts; and

- carry out, at least every five weeks, reconciliations of client account balances against bank statements and ledger totals.

28.8 By reason of the Firm's failure in this regard, the Tribunal found the following breaches proved:

- **Rules 8.1(b) and (c) SAR** (keeping and maintaining accurate, contemporaneous, and chronological accounting records);
- **Rules 8.2 and 8.3 SAR** (obtaining bank statements in respect of accounts held by the Firm and completing reconciliation every five weeks as required);

28.9 The Tribunal found **Allegation 2.5** to be proved.

28.10 The Tribunal was satisfied that, on or around 19 November 2020, the Second Respondent accepted a Part 36 Offer on behalf of a former client of the Firm, Client PA, without instructions or proper authority to do so and in circumstances where there was an own interest conflict or a significant risk of such a conflict.

28.11 In relation to the proven allegation, the Tribunal found the following breaches established:

- **Principle 2, 5 and 7 of the Principles** (respectively, failure to maintain public trust and confidence; lack of integrity; and failing to act in the best interests of the client);
- **Paragraphs 3.1 and 6.1** of the SRA Code for Solicitors (respectively, acting for clients only on instructions; and not acting if there is an own interest conflict or significant risk of such a conflict).

29. **The Third & Fourth Respondents Case – Allegations 3.1-3.5 & 4.1-4.5**

The Third Respondent's Case

29.1 In summary, the Third Respondent put her case as follows:

- (a) She and the Fourth Respondent had been the owners of the Firm until it was sold in January 2020. She had initially explored selling the Firm to the Second Respondent but, after taking advice, concluded that a trainee could not lawfully acquire a practice.
- (b) As a result, she agreed to sell the Firm to the First Respondent, who was qualified and eligible to become an owner. She understood that he would be assuming full responsibility for the Firm going forward.
- (c) She denied having read b, the TPA before the sale. She maintained that she first became aware of the contents of the document after the issues giving rise to the SRA investigation came to light.

- (d) Her role following the sale was limited to that of a consultant under the terms of the AGBSA. She was not involved in the Firm's day-to-day management or regulatory compliance after ownership transferred.
- (e) She accepted that she had access to the Barclays client account for a period following the sale but said this was solely to facilitate the wind-down of existing matters. She believed it was understood that the First and Second Respondents would be opening new accounts once the transition was complete.
- (f) She denied all allegations of misconduct, asserting that she had no knowledge of the Second Respondent's prior employment issues, nor of any regulatory concerns surrounding the Firm after the sale.

The Fourth Respondent's Case

29.2 Due to health-related circumstances, the Fourth Respondent was unable to provide oral evidence in the proceedings. As a result, the Respondent's case was considered to be based on the following documents provided to the Tribunal

- The Fourth Respondent's Answer to the Rule 12 Statement [[available here](#)].
- The Fourth Respondent's Further Written Statement dated 14 March 2025 [[available here](#)].

The Tribunal's Findings

29.3 Given the nature of the allegations and the Tribunal's ultimate conclusions, the findings in relation to the Third and Fourth Respondents are set out together below.

29.4 The Tribunal considered the cases of the Third and Fourth Respondents separately and carefully, acknowledged that while certain factual matters were established, neither Respondent was found to have acted in breach of regulatory obligations.

The Third Respondent

29.5 The Tribunal was satisfied, that the Third Respondent:

- (a) Entered into and gave effect to the terms of the AGBSA, exercising her rights and obligations under the agreement;
- (b) Was aware and had reasonable grounds to suspect that, following the sale of the Firm, the First Respondent would become its sole member and be appointed as the COLP and COFA;
- (c) Anticipated the re-employment of the Second Respondent as a trainee solicitor at the Firm;
- (d) Knew, or subjectively believed, that the Second Respondent had misled her and/or the Fourth Respondent in 2019 by claiming to have left her previous employer voluntarily, when she had in fact been dismissed;

- (e) Further knew that having discovered this, the Fourth Respondent asked the Second Respondent either to tell the truth or resign, following which the Second Respondent resigned.
- 29.6 The Tribunal found that the Third Respondent was not aware, nor had reasonable grounds to suspect, certain matters alleged against her, including that the Second Respondent had previously been subject to internal disciplinary proceedings at the Firm; that she would have control of client or office accounts; or that she would pay, on behalf of the First Respondent, the full consideration due under the AGBSA. The Tribunal further found that the Third Respondent did not know or suspect that the First Respondent lacked supervisory capability in relation to the Second Respondent.
- 29.7 While the factual findings were established to the requisite standard, the Tribunal did not consider that any of them amounted to professional misconduct or constituted a breach of regulatory obligations under the SRA Principles or Code of Conduct.
- 29.8 The Tribunal found the oral evidence of the Third Respondent to be clear, consistent and cogent. She remained credible, composed, and unmoved throughout long periods of cross examination in what the Tribunal recognised to be difficult personal circumstances.
- 29.9 Accordingly the Tribunal, after carefully considering the entirety of the evidence dismissed the allegations against the Third Respondent.

The Fourth Respondent

- 29.10 The Tribunal accepted that he entered into and carried out the AGBSA in accordance with its terms; was aware that the First Respondent would, post-sale, become the Firm's sole member and be appointed as COLP and COFA; and anticipated that the Second Respondent would be re-employed as a trainee solicitor.
- 29.11 The Tribunal was also satisfied, to the requisite standard, that he knew or subjectively believed that the Second Respondent had previously misled him and/or the Third Respondent about the circumstances of her departure from a former employer, and that he had asked the Second Respondent either to disclose the truth or resign, following which she resigned.
- 29.12 However, the Tribunal found, on the balance of probabilities, that the Fourth Respondent was not aware, and did not have reasonable grounds to suspect, various other allegations made against him. This included any knowledge of the Second Respondent's previous performance concerns at the Firm, or that she would pay the purchase consideration due under the AGBSA on behalf of the First Respondent. The Tribunal also found he lacked sufficient contact with either the First or Second Respondents for those allegations to be sustained.
- 29.13 In addition, the Tribunal found that prior to the termination of the Third and Fourth Respondents' consultancies, it was not established to the requisite standard that he knew or suspected the First Respondent lacked effective supervisory capacity.

- 29.14 While the factual findings were established to the requisite standard, the Tribunal did not consider that any of them amounted to professional misconduct or constituted a breach of regulatory obligations.
- 29.15 Accordingly after a careful consideration of all of the evidence, the Tribunal dismissed the allegations against the Fourth Respondent.

Previous Disciplinary Matters

30. None of the Respondents had any disciplinary findings recorded against them.

Mitigation

The First Respondent

31. The First Respondent accepted breaches of the SRA Principles, Code of Conduct, and Accounts Rules, and expressed remorse for what he described as inadvertent failures.
32. He believed he was entering an SRA-approved transaction intended to benefit all parties, and did not foresee the issues that later arose following his assumption of ownership. Upon identifying irregularities, he took steps to protect client funds and address the issues promptly, notwithstanding external challenges including the conduct of others and the disruption caused by COVID-19.
33. The breaches were not committed knowingly. The Respondent cited deficient governance structures inherited from predecessors, inadequate communication from those he regarded as senior colleagues, and the absence of an effective handover as contributing factors to his failures.
34. He submitted that he has experienced significant personal hardship as a consequence of these proceedings and invited the Tribunal to take this into account in considering sanction.

The Second Respondent

35. The Second Respondent acknowledged that she had committed breaches but submitted that her actions were guided by advice from a senior solicitor (the Third Respondent), which she believed was compliant with SRA requirements. The TPA was designed to protect her future position rather than mislead anyone.
36. Following the departure of the Third and Fourth Respondents as managers, she arranged for Metro bank accounts to be opened and properly reconciled. This, she submitted, reinforced her assumption that the Firm's Barclays accounts—still active at that time—had likewise been managed appropriately by her predecessors.
37. When eventually records were sought in respect of the Barclays bank accounts, these were discovered to have been disposed of making reconciliation of those accounts impossible.

38. She asserted that her actions as a manager were driven by a desire to act in clients' best interests. While accepting that mistakes occurred, she maintained that her intentions were honest. She accepted having acted once without express client instructions but submitted that this was done to prevent a claim from being time-barred and to protect the client's position.
39. She described a sense of a betrayal by those she trusted and stated that the impact of the proceedings extended beyond herself to her ~~young~~ family. As a result, she had questioned her continued place in the profession.

Sanction

40. The Tribunal referred to its *Guidance Note on Sanctions* (11th Edition, February 2025) and to the principles set out in *Fuglers & Ors v SRA* [2014] EWHC 179 when considering the appropriate sanction.
41. Sanction was considered separately in respect of each Respondent. The Tribunal assessed culpability, the harm (actual or potential) arising, and any aggravating and mitigating features.

The First Respondent

42. The Tribunal found that the First Respondent's motivation stemmed from a desire to broaden his experience in a new area of law and legal practice. In doing so, he assumed responsibilities beyond what he had anticipated or could competently manage. The evidence did not suggest that he gave sufficient thought or planning to the acquisition and management of the Firm.
43. While he remained responsible for the conduct in question, the Tribunal discerned a degree of naivety on his part. He had misguidedly relied on the advice and assurances of others—namely Mr A, a former solicitor who had been struck off the roll who encouraged him to proceed with the acquisition; and the Second Respondent, who provided financial backing and drafted terms of the AGBSA solely to her advantage. The Tribunal also noted that he appeared to proceed on an assumption that the Third and Fourth Respondents would continue to support him following the transfer, albeit without any express assurances or formal commitment to do so.
44. Although no actual harm arose from the First Respondent's conduct, the Tribunal considered that there existed a significant risk of harm, particularly as a result of his effective delegation of control over the Firm's High Road branch to the Second Respondent and his failure to comply with obligations under the SRA Accounts Rules.
45. Although the Respondent had only qualified about three years before the events in question, his recent entry into the profession did not excuse conduct which so clearly breached his professional obligations. However, this was balanced by the fact that he had made early admissions, provided frank and honest evidence, and demonstrated genuine insight and remorse. The Tribunal was satisfied that he had learnt a salutary lesson and had taken the proceedings with the seriousness they merited.

46. The Tribunal considered the misconduct too serious for either no order or a reprimand. Taking into account all the circumstances — including the early admissions, mitigation, and evidence of insight — it concluded that a fine within Level 3 the Tribunal’s indicative fine bands was the most appropriate and proportionate outcome.

The Second Respondent

47. The Tribunal found that the Second Respondent was the principal architect of the TPA. While her motivation—to qualify as a solicitor—could be understood, the Tribunal did not accept that the means she adopted to achieve that aim were appropriate or justified. Although she referred to relying on others involved in the acquisition of the Firm, the Tribunal concluded that she retained direct control and responsibility for the circumstances giving rise to the misconduct found proved.
48. Although her misconduct did not result in actual harm, the Tribunal considered that there was a significant risk of harm, which the Respondent failed to fully acknowledge up till the very end of the proceedings. She showed no genuine remorse and demonstrated a lack of insight into the problems her conduct had caused, instead seeking to deflect responsibility onto others during the course of her evidence and cross-examination.
49. A clear example of this was the Second Respondent’s assertion in relation to Client PA in her Witness statement that she had: “*acted in accordance to (sic) Ms Choudhry’s email of August 2019 and in no way could she have been wrong in suggesting accepting the offer.*” The Tribunal found, however, that the email from the Third Respondent to which the Second Respondent referred had in fact advised the client that the Firm could not act for him or accept the offer on his behalf.
50. The Tribunal accepted that her conduct did not quite cross the threshold warranting a suspension from practice. However, it concluded that the nature of her misconduct—particularly acting without client authority and continuing to justify that action, coupled with her demonstrable lack of insight—gave rise to concerns requiring protective measures to be imposed in the public interest.
51. The Tribunal therefore considered that the appropriate sanction was a Level 3 fine, which reflected the seriousness of the misconduct, but further determined that the addition of a Restriction Order was a necessary protective measure to safeguard the public and uphold confidence in the profession.
52. Before making such an order, and in line with the guidance in Manak v Solicitors Regulation Authority [2018] EWHC 1958 (Admin) at paragraph 62, the Tribunal heard submissions from the Second Respondent.
53. The Respondent submitted that the imposition of a Restriction Order was not justified. While she no longer held a practising certificate, she expressed her wish not to be constrained in whether—or how—she might practise in future. In relation to the allegation of acting without the authority of Client PA, she maintained that she had acted in what she believed to be the client’s best interests and emphasised that she had not derived any personal benefit from the funds negotiated in the absence of instructions.

54. After listening to the Second Respondent's submissions with the uttermost care, the Tribunal decided that it would be appropriate for restrictions to be imposed on her future practice, in order to protect the public and uphold confidence in the profession.

Costs

The Applicant's Submissions on Costs

55. The Applicant's schedule of costs was dated 11 April 2025 claimed a total of £102,756.90 inclusive of VAT.
56. Addressing the reasonableness of the costs, Mr Hopkins submitted that the Part A costs amounting to £9,787.50 of the total costs was reasonable as was the Part B costs, charged at an hourly rate of £145 plus VAT across all levels of fee earners who were involved in the case ranging from Partners to Paralegal staff. In addition, Mr Hopkins asserted that disbursements which included within that total, Counsel's fees of £27,600 plus VAT, was reasonable in the circumstances of the case.
57. In the light of the Tribunal's Findings reached by the Tribunal in respect of the Third and the Fourth Respondents, the Applicant advised that no order as to costs would be appropriate as against them. Accordingly, the application for costs was pursued solely in relation to the First and Second Respondents.
58. Mr Hopkins submitted that, taking a "broad brush" approach, it would be just and reasonable in the circumstances for half of the total costs claimed to be apportioned between the First and Second Respondents given that the allegations had been proved in full against them.

The Respondents' Submissions on Costs

59. The First Respondent confirmed that as he had presented the Tribunal with documentary evidence of his means, he had no representations to make as to apportionment or quantum of costs. He invited the Tribunal to make such order as it considered just.
60. The Second Respondent stated that she had provided documentary evidence of her means, highlighting her current financial position, which included a £40,000 loan taken to meet her living expenses. She noted that a proposed sale of a property she had kept on the market for over 18 months had fallen through, owing to the refusal of tenants to vacate. She urged the Tribunal to exercise caution when assessing the value of any potential equity in her assets and further explained that she was now managing both of the properties she owned on a limited income.
61. In relation to apportionment, the Second Respondent submitted that costs should be shared equally, noting that she had admitted the allegations from the outset. She contended that the costs schedule originally provided by the Applicant—indicating a figure of just over £18,000 in respect of all four Respondents at the point of issue—should be the basis for any award of costs, as the facts she had admitted had not changed.

The Decision of the Tribunal

62. The Tribunal noted that under Rule 43(1) of the SDPR, it has the power to make such order as to costs as it thinks fit, including the payment by any party of costs or a contribution towards costs of such amount (if any) as the Tribunal may consider reasonable. Such costs are those arising from or ancillary to proceedings before the Tribunal.
63. Pursuant to Rule 43(4) of the SDPR, the Tribunal must first decide whether to make an order for costs and if so against which party and the amount. In making that determination, the Tribunal must consider all relevant matters, including:
 - (a) the conduct of the parties;
 - (b) compliance with procedural directions;
 - (c) whether the time spent proportionate and reasonable;
 - (d) whether the rates and disbursements claimed were proportionate and reasonable;
 - (e) the means of the paying party.
64. The Tribunal noted that the case had properly been brought by the Applicant and the rates and disbursements were proportionate and reasonable.
65. In determining the apportionment and quantum of costs, the Tribunal considered the following matters to be of particular relevance:
 - (a) The First Respondent had made prompt admissions from the outset and was cooperative during the proceedings;
 - (b) The Second Respondent had been equivocal in her response to the allegations, and it was only toward the end of the hearing—after complying with a direction from the Tribunal—that clarity emerged as to which allegations were admitted and which were disputed;
 - (c) The Second Respondent made late disclosure on the morning of the third day of the hearing, requiring further consideration of the material disclosed by the parties and the Tribunal. That disclosure appeared intended to support her defence/explanation in respect of one or more allegations, despite her written indication before the start of the hearing that the matter should be determined in her absence on the basis of prior admissions;
 - (d) During the hearing, the Second Respondent subjected the Third Respondent to extended cross-examination. The Tribunal found that this did not assist in resolving the issues materially or advance any defence raised.
66. The Tribunal took into account the financial circumstances of both the First and Second Respondents. Having considered all the relevant factors, it determined that it was reasonable and proportionate for the Second Respondent to pay 65% of the total costs, and for the First Respondent to pay the remaining 35%.
67. Accordingly, the Tribunal made the following order as to costs:

- (a) The First Respondent to pay costs in the sum of £; 14,482.46.
- (b) The Second Respondent to pay costs in the sum of; 26,895.99
- (c) No Order as to costs in respect of the Third Respondent;
- (d) No Order as to costs in respect of the Fourth Respondent;

Statement of Full Order

The First Respondent

68. The Tribunal Ordered that the Respondent, MD ZAHIDUL ISLAM solicitor, do pay a FINE of £10,001.00, such penalty to be forfeit to His Majesty the King, and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £14,482.46.

The Second Respondent

69. The Tribunal Ordered that the Respondent, ZARINA SHAHEEN BOSTAN, solicitor, do pay a FINE of £10,001.00, 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 £26,895.99.
- 69.1 The Respondent may not:
- 69.2 Practise as a sole practitioner or sole manager or sole owner of an authorised or recognised body.
- 69.2.1.1 be a partner or member of a Limited Liability Partnership (LLP), Legal Disciplinary Practice (LDP) or Alternative Business Structure (ABS) or other authorised or recognised body;
- 69.2.1.2 work as a solicitor other than in employment approved by the SRA;
- 69.2.1.3 the respondent may apply to the Tribunal to vary or rescind the restrictions at any time after a period of 3 years.

The Third Respondent

70. The Tribunal Ordered that the allegations against NAGEENA CHOUDHRY, solicitor, be DISMISSED. The Tribunal further Ordered that there be no order as to costs.

The Fourth Respondent

71. The Tribunal Ordered that the allegations against MOHAMMED SALEEM, solicitor, be DISMISSED. The Tribunal further Ordered that there be no order as to costs.

Dated this 24th day of July 2025
On behalf of the Tribunal

A. Kellett

A Kellett
Chair