

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12659 -2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

LIAQAT ALI

Respondent

Before:

Mr G. Sydenham (in the chair)

Mr P. Hurley

Mrs L. Boyce

Date of Hearing: 18 - 19 March 2025

Appearances

Michael Collis, counsel, employed by Capsticks Solicitors LLP, Wellington House, 60-68 Wimbledon Hill Road, London, SW19 7PA, for the Applicant.

The Respondent attended the hearing and represented himself.

JUDGMENT

Allegations

1. The Allegations made against the Respondent, Liaqat Ali, are as follows:

- 1.1. Between around 21 December 2021 and 10 January 2022, as a director and owner of BK Solicitors Limited (“BK”), the Respondent participated in or facilitated in the receipt and transfers of funds in circumstances which bore the hallmarks of fraud or other illegality.

In doing so, the Respondent breached all or any of Principles 2, 4 and 5 of the SRA Principles 2019.

PROVED

- 1.2. On 21 June 2022 and 6 July 2022, during interviews with the SRA, the Respondent provided false and misleading information to the SRA.

In doing so the Respondent breached all or any of Principles 2, 4 and 5 of the SRA Principles 2019 and paragraph 7.4(a) of the SRA Code of Conduct for Solicitors, RELs and RFLs 2019.

PROVED

- 1.3. Between around 30 April 2020 and around 12 April 2021, and as a director and owner of BK, the Respondent failed to effect an orderly closure of BK in a timely manner.

In doing so the Respondent breached Principle 2 of the SRA Principles 2019 and paragraph 2.4 of the SRA Code of Conduct for Firms 2019.

PROVED

- 1.4. In addition, allegation 1.1 is advanced on the basis that the Respondent’s conduct was, in the alternative to dishonest, reckless. Recklessness is alleged as an aggravating feature of the Respondent’s misconduct but is not an essential ingredient in proving the allegations

Executive Summary

2. The Respondent was owner and director of BK Solicitors Limited. He was also the Compliance Officer for Legal Practice and Compliance Officer for Finance and Administration from 26 February 2020 onwards. BK Solicitors Limited closed on 30 April 2020. The Respondent remained as a director and shareholder of BK Solicitors Limited until 24 October 2021.
3. An SRA investigation commenced following concerns that arose during an SRA intervention into an entirely unrelated solicitors’ firm. In the course of that intervention, it was identified that the client account of BK Solicitors Limited had received suspicious transactions that had occurred some twenty months after it closed.

4. Allegations against the Respondent included his participation in the receipt and transfer of funds in circumstances that bore the hallmarks of fraud and subsequently providing false and misleading information during interviews with the SRA on both 21 June 2022 and 6 July 2022. It was further alleged that the Respondent failed to effect an orderly closure of BK Solicitors Limited in a timely manner.
5. All allegations, including dishonesty, were found proved and the Tribunal ordered that the Respondent be Struck off the roll of solicitors.

Sanction

6. The Tribunal ordered that the Respondent be STRUCK OFF the Roll of Solicitors. The Tribunal's sanction and its reasoning on sanction can be found [\[here\]](#)

Documents

7. The Tribunal reviewed all the documents submitted by the parties, which included (but was not limited to):
 - Rule 12 Statement and Exhibit HVL1 dated 6 August 2024.
 - Respondent's Answer to the Rule 12 Statement dated 30 October 2024.
 - Medical Report prepared by Dr Gray, dated 17 March 2025 and filed on behalf of the Respondent
 - Applicant's Statement of Costs dated 11 March 2024

Preliminary Matters

8. There were two preliminary applications on behalf of the Respondent. The first related to an adjournment and the second to the late admission of expert medical evidence.
9. The Respondent instructed Mr Tanveer Qureshi, counsel of 4-5 Greys Inn Square, to make an application for an adjournment¹ on his behalf and this was considered at the outset of the hearing.

Adjournment Application

Respondent's Submissions

10. Mr Quereshi confirmed that the Respondent had recently returned to Pakistan². This was in relation to an unexpected and urgent family medical issue and was the basis on a prior adjournment application considered and refused by the Tribunal on 11 March 2025.

¹ Mr Quereshi was only instructed regarding the adjournment application. Thereafter the Respondent represented himself.

² The substantive hearing was heard remotely and all parties including the Respondent attended virtually/online throughout.

11. Mr Quereshi referred to an expert medical report (“the Report”) prepared by Dr Gray, a Consultant Clinical Psychologist, dated 17 March 2025 which the Respondent relied on in support of his adjournment application. This document had been filed at the Tribunal on 17 March 2025³.
12. The Respondent had been assessed by Dr Gray on 10 March 2025 and in view of the observations within the Report, Mr Quereshi submitted that it was in the interests of justice that an adjournment be granted.
13. The Respondent’s health was such that self-representation was ill advised and may exacerbate his underlying conditions such as to call into question the fairness of the proceedings.
14. Mr Quereshi acknowledged that the Report had been served late, on the day before the hearing was due to commence and significantly after the deadline specified in the Tribunal’s directions regarding the filing of any medical evidence by the parties.
15. Nevertheless, the Tribunal was aware of the Report and it would be unfair to deny the Respondent a final opportunity to “*put his house in order*” and arrange for an advocate to present his defence case (likely with further and perfected medical evidence) at a future hearing date.
16. Mr Quereshi concluded that there would be little prejudice to the Applicant arising from an adjournment as the facts of the case were largely agreed and the Respondent’s only defence related to the medical evidence.

Applicant’s Submissions

17. Mr Collis stated that enquiries with Dr Gray’s practice had confirmed that the Report was genuine. Mr Collis stated that this enquiry was necessary as evidence supplied by the Respondent in support of his previous adjournment application (made on the basis of a family medical issue requiring the Respondent to fly to Pakistan and determined prior to the commencement of the substantive hearing) had subsequently been confirmed by a hospital in Pakistan to be false.
18. Mr Collis placed the Respondent’s adjournment application into context stating that health had been raised for the first time by the Respondent in his Answer to the Applicant’s Rule 12⁴ statement ahead of a Case Management Hearing on 14 November 2024. The Applicant’s investigation had taken several years and the Respondent had engaged throughout without raising health as an issue. Detailed submissions had been made by solicitors on behalf of the Respondent to the Applicant dated 7 November 2022 and 24 February 2024 which addressed the allegations before the Tribunal without mentioning health.
19. A direction regarding potential medical evidence was agreed between the parties at the Case Management Hearing on 14 November 2024. The agreed direction specified, *inter*

³ The day before the commencement of the substantive hearing.

⁴ of The Solicitors (Disciplinary Proceedings) Rules 2019.

alia, that the Respondent must "...file and serve any medical evidence upon which he relies by 4:30pm on Tuesday 28 January 2025."

20. The Respondent applied for an extension of the deadline to file medical evidence on 28 January 2025 as he was in the process of instructing solicitors to assist him in instructing a medical expert. This application was refused by the Tribunal on 29 January 2025 as there was no explanation by the Respondent or supporting evidence that justified his delay in instructing solicitors to obtain medical reports in the period since 14 November 2024.
21. Mr Collis submitted that the application advanced by Mr Quereshi was an attempt by the Respondent to re-litigate this issue and the application should therefore be refused when viewed in the context of the Tribunal's case directions. He added that there was still little information before the Tribunal as to what had happened in the intervening period between 14 November 2024 and 10 March 2025, when the Respondent is understood to have been assessed by Dr Gray.
22. Mr Collis further noted that the Report did not contain a Statement of Truth and that it did not comply with Rule 30 of The Solicitors (Disciplinary Proceedings) Rules 2019. Mr Collis invited the Tribunal to refuse the Respondent's application for an adjournment.

The Tribunal's Decision

23. The Tribunal had been addressed by Mr Collis on behalf of the Applicant regarding the possibility that the Respondent had submitted fabricated supporting evidence regarding his previous adjournment application, made prior to the commencement of the substantive hearing. The Tribunal made no findings in relation to this and the issue played no part in the Tribunal's determination of the adjournment application made by Mr Quereshi on behalf of the Respondent.
24. The adjournment application was considered in the context of firstly, inactivity on the part of the Respondent in the period since the Case Management Hearing on 14 November 2024 when a direction had been agreed between the parties in relation to potential medical evidence, and secondly whether the adjournment sought was in the interests of justice.
25. The Report was filed late immediately prior to the commencement of the substantive hearing and did not comply with Rule 30 of The Solicitors (Disciplinary Proceedings) Rules 2019 which governed the admission of expert evidence. The directions governing the admission of medical evidence had been set down to ensure efficacy and fairness of the proceedings. There was no explanation or good reason provided to the Tribunal for the Respondent's inactivity beyond his delay in instructing solicitors to instruct the medical expert.
26. The Report did not contain a Statement of Truth and the Respondent had declined an opportunity provided during the hearing to correct this issue when liaising with his expert.

27. The Tribunal noted that the ambit of the Report was seemingly an assessment of any medical conditions which may have had a bearing on the Respondent's conduct as described at Allegation 1.2 only.
28. The Tribunal's direction dated 14 November 2024 had stated that:-
- "Any medical report filed should address: -*
- (i) whether the health issue(s) raised mean that the Respondent lacks capacity to instruct solicitors;*
 - (ii) whether the health issue(s) raised mean that the Respondent is not well enough to comply with the Tribunal's directions, and/or attend a hearing before the Tribunal;*
 - (iii) the likely impact of any health issues or other relevant factors on the proceedings before the Tribunal;*
 - (iv) any reasonable adjustments that can be made in order to mitigate the effects of the health issues;*
 - (v) diagnosis, prognosis and likely time frame for recovery.*
29. Dr Gray stated that *"This report considers allegation 1.2 only: "1.2. On 21 June 2022 and 6 July 2022, during interviews with the SRA, the Respondent provided false and misleading information to the SRA."* Dr Gray stated that the reason for the assessment with the Respondent was that *"Mr Ali asserts that he was not 'properly prepared for the interview' on 21.06.25"*
30. The Tribunal noted that the Report did not conclude, for example, that the Respondent lacked capacity to instruct solicitors or represent himself at hearings. Furthermore, the health issues identified by Dr Gray did not mean that the Respondent was not well enough to comply with the Tribunal's directions and/or attend a hearing before the Tribunal.
31. The Tribunal had regard for its Guidance Note: Adjournments ("the Guidance") which stated that the Tribunal will be reluctant to agree to an adjournment unless refusal of the application would result in injustice to the person seeking the adjournment. The Tribunal rejected the assertion that it would be unfair to deny the Respondent a final opportunity to *"put his house in order"* through an adjournment of the substantive proceedings. The Guidance was clear in that:-

"The following reasons, save in exceptional circumstances, will not be regarded as providing justification for an adjournment:

LACK OF READINESS

5.2 The lack of readiness on the part of any party...

INABILITY TO SECURE REPRESENTATION/LACK OF AVAILABILITY

5.4 The inability of any party for financial or other reasons to secure the services of a representative at the hearing.”

32. The Respondent had provided a detailed Answer to the Allegations in the course of preparing for the hearing and had been engaged in the pre-trial directions with clarity as to the requirements of adducing medical evidence should he wish to rely on any such evidence.
33. There was no medical evidence before the Tribunal that indicated that an adjournment was necessary or appropriate. The Tribunal could identify no injustice to the Respondent and the application for an adjournment was refused.

Application to admit expert medical report

The Respondent's submissions

34. The Respondent applied to the Tribunal pursuant to Rule 30 of The Solicitors (Disciplinary Proceedings) Rules 2019 for permission to admit the Report prepared by Dr Gray. The background as to the provenance and genesis of the Report is set out above.
35. The Report was relevant as it assisted the Respondent's case in relation to Allegation 1.2 only. The Respondent acknowledged that there had been a significant delay in the production of the Report which he attributed to finding a suitable expert and solicitors to assist him.
36. The Respondent offered no explanation regarding the absence of a Statement of Truth from Dr Gray within the Report or in relation to his failure to comply with Rule 30 of The Solicitors (Disciplinary Proceedings) Rules 2019 generally which governed the admission of expert evidence.

The Applicant's Submissions

37. The Applicant opposed the application.
38. Mr Collis referred to correspondence dated 18 March 2025 in which his firm had set out the defects in the Report that they had identified arising from the Respondent's non-compliance with Rule 30 of The Solicitors (Disciplinary Proceedings) Rules 2019.

“The document is not a Statement, as it is not signed and does not contain a declaration of truth;

The reference to her instructions at paragraph 1.2 [of the Report] are too vague to satisfy the criteria under Rule 30(6)(b);

The reference to “relevant documents” and “relevant medical records” at paragraph 3.1 [of the Report] is too vague to satisfy the criteria under Rule 30(6); and

The paragraph at 1.3 [of the Report] does not comply with the wording set out in Rule 30(6)(c).

In addition, the Applicant would also oppose the admissibility of Dr Gray's report if she is not available for cross-examination."

39. Mr Collis stated that the absence of a Statement of Truth was significant. Likewise, the prevailing uncertainty regarding the material seen by the expert in preparation for completing the Report was also a significant defect.
40. Mr Collis submitted that the Report seemed to indicate that the diagnosis' were based on what the Respondent told Dr Gray in a single appointment. Therefore, it was predicated on the Respondent providing Dr Gray with truthful information. An expert would ordinarily review medical records and documentation before completing a report. This would then be itemised and appended to their report. Dr Gray had omitted to itemise any such corroborating medical evidence when completing the Report.
41. In view of the information omitted from the Report and vagueness relating to both the instructions provided and the documents reviewed in advance of its production Mr Collis submitted that the Report was unreliable.
42. It was, Mr Collis submitted, not known if Dr Gray had been made aware of the approximately nine misleading statements made by the Respondent during the Applicant's investigation. Furthermore, it was not known whether Dr Gray was made aware that:-
 - the Respondent had been asked if there were any medical conditions that were affecting him during the Applicant's investigation and;
 - No reference to health was made by the Respondent in either of his regulatory interviews or;
 - For the following two years after that regulatory interview, including when the Respondent was represented by solicitors, there had been no mention of the Respondent's health.
43. Mr Collis submitted that the Report was late evidence and this was a separate issue to the defects previously highlighted pursuant to Rule 30 of The Solicitors (Disciplinary Proceedings) Rules 2019.
44. The Respondent had served the Report at around 4:25 PM on the day before the hearing, which was unreasonably late as it prevented proper examination and scrutiny by the Applicant.
45. The Respondent had failed to produce his expert as a witness. Dr Gray's unavailability aggravated the unfairness to the Applicant who could not cross-examine the expert. In response to the suggestion that written questions could be sent to the expert as an alternative, Mr Collis submitted that this was not an acceptable substitute for live witness testimony, especially as there were significant areas to explore that required cross-examination. These included the many instances of the Respondent not being truthful and Dr Gray's comments on those aspects of the case would be important.

Mr Collis submitted that knowing the full picture may impact and potentially change Dr Gray's evidence.

The Tribunals Decision

46. Rule 30 of The Solicitors (Disciplinary Proceedings) Rules 2019 sets out that "*No party may call an expert or adduce in evidence an expert's report at the substantive hearing of an application without leave of the Tribunal*" and this applied to the Respondent's application to adduce the Report.
47. Having been addressed by the Respondent the Tribunal remained unclear as to why there had been a delay in the Respondent taking the proper steps in relation to obtaining his medical evidence. There was no credible explanation for the delay following the Tribunal's direction set down on 14 November 2025 at the Case Management Hearing.
48. The Report did not comply with the requirements contained within Rule 30 of The Solicitors (Disciplinary Proceedings) Rules 2019 for the reasons detailed by Mr Collis. The Report was vague as to "...*the substance of all material instructions*"⁵ and did not contain a Statement of Truth. The Respondent had an opportunity to liaise with his witness to correct the Report and declined to do so.
49. Further the Respondent's inactivity resulted in Dr Gray not being available to attend the hearing as the expert's availability had seemingly not been sought in advance of the hearing.
50. The Tribunal had regard for the overriding objective to deal with matters justly. In the circumstances it would be unfair to admit the Report as expert evidence given its defects in the context of the requirements of Rule 30 of The Solicitors (Disciplinary Proceedings) Rules 2019 which rendered its reliability uncertain at best. The Tribunal therefore refused the Respondent's application.

Background

51. The Respondent was admitted to the Roll of Solicitors on 15 December 2008.
52. On 20 November 2019 the Respondent became owner and director of BK. He was the Compliance Officer for Legal Practice ("COLP") and Compliance Officer for Finance and Administration ("COFA") from 26 February 2020. BK closed on 30 April 2020. He remained as a director and shareholder of BK until 24 October 2021.
53. The Respondent was a fee earner at Hunter Price Kahn Limited ("HPK") from 1 June 2016 until 11 July 2022. He was a director of HPK from 1 June 2017 to 11 July 2022.
54. The Respondent was a consultant at Alliance Solicitors Ltd ("Alliance") from 22 February 2022. He became an owner and director of Alliance and took over the roles of COLP and COFA on 29 April 2022. The Respondent resigned as director, COLP and COFA on 13 July 2022 and sold his shares in Alliance on 18 July 2022.

⁵ Rule 30(6) of The Solicitors (Disciplinary Proceedings) Rules 2019

BK Solicitors Limited

55. BK was authorised by the SRA on 1 February 2018. At the time of authorisation, Zahid Roshan, Bertram Ibe, both solicitors, and an unadmitted individual were the owners and managers of the firm. Mr Ibe ceased to be an owner on 20 November 2019. He continued as a director until 20 November 2019.
56. The Respondent became an owner and director of BK on 20 November 2019.
57. BK was unable to renew its professional indemnity insurance which expired on 21 January 2020. BK should therefore have ceased trading by 30 April 2020 under Rule 2.4 of the SRA Indemnity Insurance Rules.
58. On 11 May 2020, the SRA received an email with a Firm Closure Notification (“FCN”) form, confirming the closure of BK on 30 April 2020. The address on the email was the Respondent’s work email address and it was copied to his personal email address. The Respondent disputes that he sent it.
59. The FCN confirmed the circumstances leading to the closure were: *“Firm was not able to get an IIP quote due to Covid 19 and recession period”*. The FCN also confirmed that:
 - the firm did not have any live files;
 - it did not hold any client money and had had a nil balance on its client account since November 2019;
 - it did not expect to receive any client money.
60. On 22 August 2020, the Respondent provided bank statements to the SRA confirming that BK’s bank account held a zero balance as of 14 January 2020. He also provided client account bank statements for the period January 2020 to July 2020 which showed that 10p interest was added to the client account on 5 February 2020 and remained in the account as of July 2020.
61. On 26 February 2021, the Respondent confirmed to the SRA that the second and final instalment of the run-off insurance premium for BK had been paid.
62. On 9 April 2021, the SRA wrote to the Respondent asking him to *“file a confirmation statement with Companies House to remove the word “solicitors” from BK’s name and change the nature of the business. This is due the firm being unable to be held out as a solicitors practice due to having closed”*.
63. On 12 April 2021, the SRA revoked BK’s licence. The SRA sent a copy of the decision to the Respondent with a reminder that BK was still shown as a solicitor’s/ legal practice on the Companies House register and he should file a confirmation statement to change this as the company was no longer authorised to provide legal services.

64. The SRA made a decision to intervene in BK and the individual practice of the Respondent on 27 July 2022.
65. The case against the Respondent related to his time as director and owner of BK. The Respondent took up this position at BK on 20 November 2019. However, a relatively short time later, in April 2020, the Respondent was exchanging e-mails with the SRA re BK's inability to obtain Professional Indemnity Insurance ("PII").
66. On 7 May 2020, the SRA received an FCN which referred to BK closing on 30 April 2020. In April 2021, the SRA wrote to the Respondent requesting that he file a confirmation statement with Companies House to remove the word "solicitors" from BK's name and to confirm that BK's authorisation from the SRA had been revoked.
67. On 23/24 December 2021, the SRA intervened into an entirely unrelated solicitors' firm; Cardinal Solicitors Limited ("Cardinal"). As part of this intervention, the SRA identified that Cardinal had been acting for the vendor in a conveyancing transaction. However, on 20 December 2021, Cardinal had contacted the purchaser's solicitors, Lewis Nedas, and requested that the purchase funds be transferred into a new bank account.
68. The account details that were provided were, for some reason, the client account for BK, which remained open despite the SRA having been informed BK had closed back on 30 April 2020 (some twenty months previously). These account details appear to have been confirmed over a phone call between Lewis Nedas and Cardinal.
69. The SRA's enquiries with Metro Bank (BK's bank) revealed that on 21 December 2021, BK's client account had received a payment of £1,102,199.31 from Lewis Nedas. That same day, outgoing payments of £1,090,000 were made from the Firm's client account.
70. It was this chain of events that sparked the SRA's investigation into the Respondent and BK, which resulted in Forensic Investigation Officer ("FIO") producing her Forensic Investigation Report ("FIR") on 14 July 2022.
71. Mr Collis submitted that the allegations fell into three separate categories: -
- Allegation 1.1 relates to the Respondent's participation in or facilitation of the receipt and transfer of funds in circumstances which bore the hallmarks of fraud or other illegality (the receipt and onward transfer of the funds received from Lewis Nedas). Dishonesty or recklessness have been pleaded as aggravating features for this Allegation;
 - Allegation 1.2 relates to the Respondent's provision of false and misleading information during interviews with the SRA on both 21 June 2022 and 6 July 2022. Dishonesty has been pleaded as an aggravating feature for this Allegation; and
 - Allegation 1.3 relates to the Respondent's failure to effect an orderly closure of BK in a timely manner.

Investigations conducted by the FIO

72. BK had the following accounts with Metro Bank:

- Client Account: Account number 27898858;
- Business Bank Account: Account number 27683401
- Business Bank Account: 27683414.

73. The Respondent became a signatory to those accounts on 16 July 2020. A bank mandate dated 25 August 2021 received from Metro Bank showed that the Respondent and Mr Ferenc Nagy were the signatories on the three accounts.

74. From bank statements provided by Metro Bank to the SRA, the SRA identified a number of receipts and payments from BK's office account between 5 August 2020 and 11 March 2022, i.e. after BK had closed. Metro Bank confirmed that the Respondent had authorised the transactions on the office account during that period, with the exception of one client to office account transfer of £99. Personal bank account statements produced by the Respondent confirmed that, during this period, he had made payments to and received payments from the BK office account.

75. When he was interviewed by the SRA on 21 June 2022 about these transactions, the Respondent claimed to have no knowledge of the transactions. He denied making any payments from his personal account to the BK office account and denied authorising any of the payments.

76. However, when he was interviewed again on 6 July 2022, he confirmed that what he had said on 21 June 2022 was a lie.

77. On or around 21 December 2021, the sum of £1,102,199.31 was paid into BK's client account. On receipt of these funds, they were then paid out of the *client* account as follows:-

Date	Payment	Amount	Date	Payment	Amount	Date	Payment	Amount
21/12/21			YBBIZ Limited					£305,000
21/12/21			1 st Packing Ltd	£375,000				£375,000
21/12/21			Bell Rock International Trading					£210,500
21/12/21			Bell Rock International Trading					£199,500
22/12/21			BK Solicitors account 27683401					£12,000
29/12/21			BK Solicitors account 27683401					£99
Total								£1,102,099

78. The SRA's review of BK's business account 27683401 showed the following transactions:

Date	Receipt	Amount	Payment	Amount
22/12/21	BK client account	£12,000		
22/12/21			Speedy FM Services Ltd	£1,100
22/12/21			Speedy FM Services Ltd	£10,700
29/12/21	BK client account	£99		
10/1/22			Transfer Mr L Ali	£400
7/3/22	R Tipu	£200		
11/3/22			Direct Debit (unknown)	£100

79. Metro Bank has provided evidence which confirms that: -

- The Respondent authorised all of the payments out of the client account set out above;
- The Respondent authorised the four larger payments made by CHAPS;
- The Respondent visited the Metro Bank Southall branch in person on 21 December 2021;
- The Respondent showed Metro Bank copy identification for verification of the payments on 21 December 2021;
- The Respondent instructed the payments out of the client account on 21 December 2021;
- The Respondent authorised the transfers to Speedy FM Services and himself as set out above.

80. The £1,102,199.31 paid into BK's client account on 21 December 2021 and subsequently paid out by the Respondent related to a conveyancing transaction involving another law firm, Cardinal Solicitors ("Cardinal"). It did not belong to any clients of BK or to BK itself. Nor could it have done, as BK had closed on 30 April 2020.

81. On 24 December 2021, the SRA intervened into Cardinal on the grounds of suspected dishonesty. Cardinal acted for Mr Rochas Okorochoa in the sale of 83 New Church Road, London. Lewis Nedas acted for the purchaser who sub-sold the property to a third party represented by Excello Law. Excello Law sent completion funds to Lewis Nedas' client account on 21 December 2021. After deducting costs and funds due to the sub-seller, Lewis Nedas sent the balance of £1,102,199.31 to BK's client account. Lewis Nedas should have sent this to Cardinal's client account but it was instead transferred to BK's client account. The SRA's investigations confirmed that Mr Tariq of Cardinal sent BK's client account details to Lewis Nedas. It is not clear why these details were provided.

82. Paul Cramer, a fee earner at Lewis Nedas, provided a witness statement to the Applicant dated 23 November 2023. Amongst other things, he stated:
- Lewis Nedas acted in the sub-sale of 23 New Church Road London. Excelllo acted for the ultimate purchaser and Cardinal acted for the original seller;
 - On 3 December 2021, Cardinal provided Lewis Nedas with its client account details. This was an account with Santander;
 - On 20 December 2021, Muhammad Tariq, a solicitor from Cardinal, emailed Mr Cramer attaching a completion statement showing a payment due of £1,102,199.31 and bank details for the payment. These bank details were different to those provided on 3 December 2021 and were for a Metro Bank account. However, Mr Cramer did not notice this at the time. In fact, the account details provided were for BK's client account;
 - On 21 December 2021, Lewis Nedas transferred £1,102,199.31 to the bank account the details of which were provided on 20 December 2021 (i.e. the BK client account);
 - Following completion, Cardinal acknowledged receipt of funds and released the transfer form TR1. Confirmation was also received that the original seller had received the funds from Cardinal.
83. The SRA has not received a complaint from Mr Okorocha that he has not received funds from the sale of the property.

Witnesses

84. No oral evidence was received and the Tribunal considered all of the evidence and submissions made by the parties. The evidence is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear or consider that evidence.

Findings of Fact and Law

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

86. **Allegations 1.1 and 1.4**

Allegation 1.1 - Between around 21 December 2021 and 10 January 2022, as a director and owner of BK Solicitors Limited, the Respondent participated in or facilitated in the receipt and transfers of funds in circumstances which bore the hallmarks of fraud or other illegality.

Allegation 1.4 - In addition, allegation 1.1 is advanced on the basis that the Respondent's conduct was, in the alternative to dishonest, reckless. Recklessness is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegations.

The Applicant's Case

86.1 Mr Collis submitted that the receipt of the sum of £1,102,199.31 into BK's client account on 21 December 2021 and the making of the payments set out in the tables above was done in circumstances which bore the following hallmarks of fraud or some other illegality. The following was advanced in support of this assertion:-

- BK was a dormant firm. It had closed and ceased trading as at 20 April 2020;
- As at that date it had no live client files. The Respondent did not expect to receive any client funds;
- Ferencz Nagy, who is not a solicitor, was added as a signatory to BK's client and other accounts on 21 August 2021, after BK had closed and ceased trading;
- There was no legitimate reason for Mr Nagy to be added as a signatory to BK's bank accounts;
- There was no legitimate reason for the payment of £1,102,199.31 or indeed any funds to be paid into BK's client account in December 2021;
- Even if Mr Nagy had told the Respondent that the payment related to a property sale, that did not provide a legitimate reason for these funds to be paid into BK's bank account. Had that explanation had any truth, the funds would have been paid into the client account of the solicitors acting for Mr Nagy in the sale. BK did not act for Mr Nagy;
- The Respondent had no details regarding the alleged property transaction;
- There was no legitimate reason for payments to be made from BK's client account to YBBZI, 1st Packaging and Bell Rock International Trading as set out above;
- The Respondent's Firm received £12,000 out of which further payments were made to Speedy FM Services as set out above. There was no legitimate reason for these payments to be made;
- The Respondent received a payment of £400.

- 86.2 Principle 4 of the Principles requires solicitors to act with honesty. The SRA relies upon the test for dishonesty stated by the Supreme Court in *Ivey v Genting Casinos* [2017] UKSC 67 (Ivey), which applies to all forms of legal proceedings, namely that the person has acted dishonestly by the standards of ordinary decent people:

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

- 86.3 In December 2021, the Respondent was aware of the matters set out in Paragraph 86.1. He was aware that there was no legitimate reason for Mr Nagy to have been added as a signatory to BK’s bank accounts. The Respondent was the last COLP and COFA so was the only person who could hitherto have been responsible for the accounts.
- 86.4 The reason given by the Respondent in interview, that Mr Nagy was to assist with the closure of BK’s bank accounts, was not true. The Respondent could have closed BK’s accounts himself. Instead, he continued to access BK’s office account. The Respondent was also aware that BK had been closed since April 2020 and BK’s licence had been revoked by the SRA in April 2021.
- 86.5 Despite this knowledge, the Respondent allowed BK’s client account to be used to receive payment of £1,102,199.31 and then, on Mr Nagy’s instructions, he authorised the dispersal of these funds. He did not make any or any adequate enquiries regarding the purported property sale or as to why the funds were being paid into BK’s client account. He received a payment of £400. Ordinary decent people would regard the Respondent’s conduct in these circumstances to be dishonest – no honest solicitor would permit the use of a firm’s bank account which should have been closed and when the firm was no longer trading. The Respondent therefore breached Principle 4 of the SRA’s Principles.
- 86.6 Mr Collis confirmed that dishonesty was pleaded as an aggravating feature to Allegation 1.1. He submitted that a large percentage of the dishonesty cases dealt with by the Tribunal involve some form of false or misleading statement or utterance being made by the solicitor. Allegation 1.1 involved no such statement or utterance. It was axiomatic though that an individual can behave dishonestly without ever making a false or misleading statement; a shoplifter, for example, can commit the offence of theft (dishonest appropriation of property belonging to another with the intention permanently to deprive) without ever saying a word. In that example, it is nothing that the shoplifter says which makes his actions dishonest, but rather his decision to take something belonging to another, to which he knows he is not entitled, which leads to his actions being viewed as dishonest. Similarly, in the Respondent’s case, the circumstances surrounding the transfer of slightly more than £1million into the

Firm's client account, and then the resulting outgoing transactions, were so obviously improper, that the Respondent's decision to participate in these transactions (which could potentially have been facilitating a fraud, theft, money laundering, or some other criminal activity) give rise to an assertion of dishonesty.

Construction of Allegation

86.7 Allegation 1.1 stated that, *"Between around 21 December 2021 and 10 January 2022, as a director and owner of BK Solicitors Limited ("BK"), the Respondent participated in or facilitated in the receipt and transfers of funds in circumstances which bore the hallmarks of fraud or other illegality."* The table below sets out the 10 transactions that were the focus of this Allegation.

86.8 However, it was the Applicant's contention that this Allegation could be found proved without the Tribunal finding that each and every transaction within that table bore the hallmarks of fraud or other illegality. The Tribunal were invited to determine which of those transactions (if any at all) they consider to bear the hallmarks of fraud or other illegality, and then go onto consider whether, for those transactions, these amount to breaches of Principles 2, 5, and 4 (dishonesty), or recklessness as an alternative to dishonesty.

<u>No.</u>	<u>Date</u>	<u>Amount</u>	<u>Incoming/Outgoing</u>	<u>Recipient</u>
1	21.12.21	£1,102,199.31	Incoming	Client account
2	21.12.21	£305,000	Outgoing	YBBIZ Limited
3	21.12.21	£375,000	Outgoing	1 st Packing Ltd
4	21.12.21	£210,500	Outgoing	Bell Rock International Trading
5	21.12.21	£199,500	Outgoing	Bell Rock International Trading
6	22.12.21	£12,000	Outgoing	Office account
7	22.12.21	£1,100	Outgoing (from office account)	Speedy FM Services Ltd

8	22.12.21	£10,700	Outgoing (from office account)	Speedy FM Services Ltd
9	29.12.21	£99	Outgoing	Office account
10	10.1.22	£400	Outgoing (from office account)	Respondent

86.9 Mr Collis submitted that Metro Bank provided evidence that demonstrated: -

- (i) The Respondent attended their Southall branch in person on 21 December 2021
- (ii) The Respondent instructed the bank to make outgoing payments via CHAPS payment (the transactions at 2 – 5 above)
- (iii) that a copy of the Respondent's passport was used as verification for those payments.

86.10 Further records from Metro Bank indicated that the outgoing payment of £12,000 from the Firm's client account to the office account on 22 December 2021 (transaction number 6 above) was authorised by the Respondent through mobile banking.

86.11 The outgoing payments from the Firm's office account that occurred on 22 December 2021 and 10 January 2022 (transactions 7-8 and 10 above) were also authorised by the Respondent through mobile banking.

86.12 Again, mobile banking records held by Metro Bank confirmed that the Respondent also authorised the transfer of £99 from the Firm's client account to the office account on 29 December 2021 (transaction number 9 above).

Respondent's accounts in his SRA interviews

86.13 When the Respondent was interviewed by the FIO on 21 June 2022, he gave the following explanations:

- That he did not have access to the Firm's bank accounts and he then repeats that he did not have access to the Firm's client account;
- That he did not have anything for the Firm's bank accounts, and it was Mr Zahid Roshan who had the account codes and all the log-in details;
- He believed that the Firm's bank accounts had closed when the Firm had closed;
- He stated that he had never heard of Mr Choudhry Ahmad Khan;
- Despite his early assertions that he did not have access to the Firm's bank accounts; he stated that he thought he had been added to the banking mandate

prior to the Firm's closure;

- He clarified by saying that he believed he was added to the banking mandate when he joined in November 2019, but he never operated the bank accounts;
- That he had never received any fees from the Firm;
- That someone had forged his signature on the 25 August 2021 banking mandate form;
- He repeated that he thought the Firm's bank accounts had been closed following the Firm's closure;
- That since he received £5,000 from Mr Roshan in 2020 to cover some of the cost of the Firm's run-off insurance, he had received no further payments from either the Firm or Mr Roshan;
- He had no knowledge that the Firm's bank accounts were still open in the middle of 2021;
- That he had no knowledge of the receipt of £1,102,199.31 on 21 December 2021;
- The first time he learnt of this transaction was when the SRA had sent him the bank statements the day before the interview;
- He did not authorise the outgoing transactions from the Firm's client account on 21 December 2021, and the first time he became aware of them was the day before the interview when he received the statements;
- He did not authorise the £12,000 transfer from client account to office account on 22 December 2021, nor the two outgoing transactions from the office account on the same day; and
- He did not receive £400 from the Firm's office account on 10 January 2022

86.14 In his second interview with the SRA on 6 July 2022 (which was held following a request made by the Respondent on 1 July 2022), the Respondent clarified most of the remarks he had made in his first interview with the following comments: -

- He accepted that he had signed the 25 August 2021 banking mandate form, and he had only said that someone had forged his signature in the first interview because of "*panic*";
- That he had attended the bank with Mr Nagy and Mr Roshan to file this banking mandate form;
- He was aware that the Firm's bank account was still open and operating in August 2021;
- He accepted that he had a mobile banking app for the Firm's bank accounts

- He accepted that he had lied in the first interview, but he had only done this because he panicked;
- He stated that he did not know where the £400 in the office account that had funded the 10 January 2022 transfer to his personal account had come from;
- That Mr Nagy had told him that the payment into the Firm's client account on 21 December 2021 was a result of him (Mr Nagy) selling a property, and then Mr Nagy needed to transfer money on as he owed money to some people;
- He did not know which solicitors were acting for Mr Nagy in the sale of his property;
- Mr Nagy had told him that the funds could not be paid into his personal account as it was a large amount;
- He had been pressured to make these payments;
- He initially stated he had learned of this payment coming into the Firm's client account on the same day it arrived (21 December 2021), before his representative appears to correct him and the account changes to the Respondent being told about this impending payment two or three days before it arrived;
- He was notified by Mr Nagy that he had sold a property in East London, and that he would need to transfer some of this money because of money that he owed;
- Mr Nagy informed him that a large sum of money coming into his personal bank account would block his account, so it would be paid into the Firm's client account. This did not raise any concerns for the Respondent;
- He did not ask Mr Nagy which solicitor was acting for him in the sale of his property;
- Mr Nagy then phoned him again on 21 December 2021 to inform him that the funds had arrived, he came to the Respondent's house, and the two went to the bank together;
- Mr Nagy asked the Respondent to assist with the transactions as his English was not very good;
- Mr Nagy provided him with invoices which necessitated the outgoing transfers from the client account;
- Again, he accepted that he had lied in his first interview, and had done so because he was scared;
- At the time of signing the CHAPS payment forms on 21 December 2021, he had no concerns about these payments;
- The 22 December 2021 transfer of £12,000 from the client account to the office

account, and then the outgoing payments from the office account were also carried out at the behest of Mr Nagy;

- Mr Nagy had been unable to carry out these transactions for himself as his banking app was not working;
- He accepted authorising the £99 transfer from the client account to the office account on 29 December 2021;
- The Respondent initially stated that Mr Nagy had given him instructions for the 22 December 2021 transfers on the, before going onto state that Mr Nagy had come to his house to give these instructions;
- When asked why he was allowing funds to be transferred through the client account of a solicitors' firm that was closed, he stated that he was not happy with it but he thought they were legitimate transactions;
- In relation to the £400 that was transferred to his personal account from the office account on 10 January 2022, he stated that he had obtained Mr Nagy's permission to make this transfer over the phone;
- He accepted, again, that he had lied in the first interview when he stated that he had nothing to do with these bank accounts and that he had never authorised any transactions;
- He stated that Speedy FM Services Ltd (the recipient of the 22 December 2021 transfers) was a company that belonged to a Mr Choudry Ahmed Khan, who was one of Mr Nagy's friends and was now a director of the Firm. He apologised for saying in the first interview that he did not know him;
- He knew on 22 December 2021 that he was transferring money to Mr Khan;
- He knew that Ferenc Nagy was added as a director of the Firm at Companies House in August 2021;
- He again accepted providing false information to the SRA in the first interview on 21 June 2022; and
- He reiterated that he at no stage believed or suspected that the transactions in December 2021 and January 2022 were improper.

Applicant's Position

86.15 It was submitted by Mr Collis that the Respondent's assertion that he did not know or suspect anything improper was occurring with these transactions was preposterous and should be rejected. In December 2021, the Respondent had been a solicitor for 13 years, and in February 2020 had become COLP and COFA for the Firm. It is his contention that he saw nothing wrong with a little more than £1.1million being transferred into a client account for a solicitors firm which was effectively closed, and where the Firm were not acting in any underlying transaction. Not only that, he considered the outgoing

payments from those funds (including a transfer of £400 to himself) to be perfectly legitimate. It is perhaps quite telling that when first questioned about these transactions, he attempted to distance himself from these payments completely; he must have known that linking himself in any way to these transactions would have pointed to a knowing involvement in the improper movement of these funds.

86.16 It is perhaps worth considering how a reasonable and competent solicitor, faced with the circumstances the Respondent has described, would have behaved. Any such solicitor, who receives a call to them that a large sum of money is about to be paid into a firm's client account, when that firm has been closed for twenty months, and these funds originate from the sale of a property in which the firm were not acting, is likely to take one or all of the following steps:

- Refuse to assist in the receipt and onward payment of these funds;
- Insist on viewing/obtaining some source of funds information relating to these funds; and
- Report the matter to the SRA and/or police.

86.17 Rather than take any of these steps, the Respondent (on his account) went along to the bank with Mr Nagy and facilitated the onward transfer of these funds. The "innocent dupe" defence advanced by the Respondent requires those responsible for these transactions to have gambled that the Respondent would not have taken any of the steps identified above. Had he done so, then their access to the £1.1million might have been restricted. Involving the Respondent in these transactions only makes sense if they knew he would not act as an appropriate solicitor should.

86.18 In considering that last point, it is perhaps worth bearing in mind that Mr Nagy was a signatory on the client account in December 2021. He would have been able to attend the bank and arrange these onward transactions. The Respondent's explanation that his assistance was required because Mr Nagy's English skills were limited makes no sense;

- (i) if Mr Nagy was capable of communicating what was required to the Respondent, presumably this could also have been communicated to staff at the bank; and/or
- (ii) anyone could have attended with Mr Nagy to assist with translation; there would simply have been no need to involve an unwitting solicitor, who might take the steps set out above.

86.19 To the extent that it might be suggested or thought that the Respondent was brought into this scheme solely to create some distance between the perpetrators and the transactions, this again would make no sense based on the Respondent's description of events. Why would Mr Nagy attend the bank with him, and run the risk of being captured on CCTV, if the sole purpose of involving the Respondent was to place some distance between himself and these transactions? As it is, CCTV from the bank is not available, but the perpetrators of this scheme would not have known of the bank's CCTV retention policy.

86.20 The far more likely explanation is that the Respondent, a solicitor of some 13 years standing at the time of these transactions, knew precisely what he was getting involved

with, knew exactly that these transactions bore the hallmarks of fraud, money laundering, or some other illegality, and chose to involve himself in such a scheme. Such knowing involvement is precisely the type of conduct that would be viewed as dishonest by ordinary decent people.

86.21 The Respondent's conduct was said to be dishonest. In the alternative, the Respondent was reckless. The Applicant relied upon the test for recklessness which was set out in the case of *Brett v SRA* [2014] EWHC 1974. The Respondent aware that the receipt of £1,102,199.31 and the subsequent payment out of these funds may not have been legitimate and may have involved fraud or other illegality; at the very least that there was no legitimate reason for his dormant firm to accept the money. Despite being aware of these risks, the Respondent permitted the use of his firm's client account to receive payment of £1,102,199.31 and then authorised the dispersal of these funds. He also failed to make any, or any adequate enquiries to satisfy himself that these payments were legitimate and related to legitimate transactions, and they certainly were not for a client of his firm. It was unreasonable for him to take that risk. The Respondent was therefore reckless.

86.22 Principle 5 of the SRA Principles requires solicitors to act with integrity. In *Wingate v SRA* [2018] EWCA Civ 366, Jackson LJ stated

[97] ... the term "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 ...

[100] Integrity connotes adherence to the ethical standards of one's own profession. That involves more than mere honesty...

[101] ... It is possible to give many illustrations of what constitutes acting without integrity. For example, in the case of solicitors:...iv) making improper payments out of the client account...;v) Allowing the firm to become involved in conveyancing transactions which bear the hallmarks of fraud...

86.23 The Respondent permitted the use of his firm's client account to receive payment of £1,102,199.31 and then, on Mr Nagy's instructions authorised the dispersal of these funds. By so doing the Respondent facilitated the receipt and transfer of funds through BK's client account in circumstances which bore the hallmarks of fraud or other illegality. He acted without integrity and breached SRA Principle 5.

86.24 Principle 2 of the SRA Principles requires solicitors to act in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons. The public:

- trusts solicitors to act with complete trustworthiness, probity and integrity;

- expects solicitors to avoid becoming involved in transactions which bear the hallmarks of fraud or other illegality; and
- expects solicitors not to allow their client accounts to be used to receive funds and make payments unless these funds are client funds, relate to legitimate transactions in which the solicitor is acting and there is a legitimate reason for the funds to be paid into and transferred from the client account.

86.25 The Respondent's conduct in accepting the payment of £1,102,199.31 into BK's client account and authorising the payments set out above is the type of conduct which damages public trust and confidence in the solicitors' profession. The Respondent therefore breached Principle 2 of the SRA Principles.

The Respondent's Case

86.26 The Respondent indicated that he would not be giving evidence. The Respondent referred the Tribunal to his Answer to the Applicant's Rule 12 statement dated 30 October 2024 which internally referenced his representations to the Applicant dated 7th November 2022 and 14th February 2024 submitted during the SRA investigation.

86.27 The Respondent admitted Allegation 1.1 but denied that he had acted dishonestly. The Respondent accepted that in hindsight he could have acted more responsibly, and he accepted that he had acted recklessly pursuant to Allegation 1.4.

86.28 The Respondent submitted that Allegation 1.1 related to the receipt and transfer of funds, connected with BK's bank accounts, at a time when the firm was closed and should not have been using its accounts.

86.29 The relevant transactions occurred between 21st December 2021 and 10th January 2022.

86.30 At all material times, the Respondent was the signatory of the following Metro bank accounts, all attributed to BK:

- Client account ending 8858
- Business account ending 3401
- Business account ending 3414

86.31 A bank mandate dated 25th August 2021 also showed Mr Ferenc Nagy, along with Mr Roshan, were also signatories to all three accounts. Mr Nagy became director of the business on 13th August 2021 and was working within the business, dealing with and managing personal injury cases.

86.32 At all material times, the Respondent was under the impression BK was still operating and open. The Respondent did not appreciate that it had been closed and relied on information he was told by Mr Roshan, Mr Nagy and Mr Ibe, who repeatedly claimed they were in the process of closing the firm but were still dealing with a few live files. Mr Nagy was added as signatory to the accounts to assist in the closure of the firm.

- 86.33 Whilst it is accepted that transactions were made between December 2021 and January 2022, the Respondent did not believe these transactions to be illegal and nor did he profit from them. The Respondent made no attempt to conceal his involvement in these transactions. The forensic evidence revealed that the extent of transfers to the Respondent's personal account was no more than £400.
- 86.34 If the Respondent were truly involved in illegality, then one would have expected some attempt, on his part, to conceal his involvement in the transactions. Instead, there is a clear audit trail of the transaction.
- 86.35 Nor did the Respondent profit from the transactions. When one considers the history and context of the relevant transactions, it can be seen that, as early as March 2021, the Respondent was transferring his own money into the BK Solicitors Limited Office Account. As the Respondent explained in his second interview, he did so to avoid BK becoming overdrawn and thus incurring charges.
- 86.36 The Respondent understood this to be a reciprocal agreement whereby BK and the Respondent would 'bail each other out' if either of them became overdrawn. For these reasons, it is submitted that the £400 received by the Respondent was simply him recouping the financial assistance he gave to the business months earlier.
- 86.37 It was submitted that, to the extent there was any fraud, it was committed by those the Respondent was in business with, namely Mr Roshan, Mr Ibe and Mr Nagy.
- 86.38 The Respondent was interviewed twice by the SRA. It is clear from the transcripts of these interviews that the Respondent was easily confused and not particularly experienced in the running and management of a firm.
- 86.39 For these reasons, it is submitted that there are compelling grounds to suggest the Respondent acted naively rather than dishonestly. The Respondent genuinely believed there was nothing untoward about these transactions. He placed trust in Mr Nagy's explanation for the transactions and had no good reason to disbelieve him.
- 86.40 The Respondent had no experience of buying a house himself and did not know the normal banking procedure. On the basis that the Respondent evidently trusted Mr Nagy enough to add him as a signatory to the BK Solicitors bank accounts four months earlier, it was therefore unsurprising that he also trusted Mr Nagy's explanation about why he needed to use that same bank account.
- 86.41 The fact that the Respondent did not properly question Mr Nagy arises from his naivety, rather than any question of dishonesty.

The Tribunals Findings

- 86.42 The Tribunal found the underlying facts proved in the context of Allegation 1.1.
- 86.43 As BK was a dormant firm which had closed and ceased trading as of 20 April 2020. There was no legitimate reason to keep BK's client account open beyond that date. There was no legitimate reason for Mr Nagy to be added as a signatory to BK's bank accounts and no legitimate reason for the payment of £1,102,199.31 (or indeed any

funds) to be paid into BK's client account in December 2021. The Respondent's knowledge regarding these facts was not in dispute.

- 86.44 The Respondent did not make any or any adequate enquiries regarding the purported property sale or as to why the funds were being paid into BK's client account. The Respondent authorised the dispersal of these funds and received a payment of £400.
- 86.45 The receipt and transfers of funds between 21 December 2021 and 10 January 2022 were made in circumstances that would have been obvious to the Respondent as clearly bearing the hallmarks of fraud or other illegality. The Respondent was a director and owner of BK and participated in or facilitated in the transactions. He played a central role.
- 86.46 The Respondent did not give evidence to the Tribunal in the course of the hearing. The Tribunal found that the Respondent's submissions and responses to the Applicant's investigation lacked credibility in that they did not constitute anything approaching a consistent or logical explanation for his actions.
- 86.47 The Tribunal applied the test in the case of *Ivey* (see paragraph 86.2 above) in determining the alleged breach of Principle 4⁶ of the SRA Principles 2019 by the Respondent. By knowingly participating in the receipt and transfers of funds in circumstances which bore the hallmarks of fraud or other illegality the Tribunal found that the Respondent acted dishonestly and therefore breached Principle 4 of the SRA Principles 2019.
- 86.48 Principle 2 of the SRA Principles 2019 required the Respondent to act in a way that upheld public trust and confidence in the solicitors' profession and in legal services provided by authorised persons. Principle 5 of the SRA Principles 2019 required the Respondent to act with integrity. As a consequence of the Respondent's actions as set out within Allegation 1.1 the Tribunal found that the Respondent breached Principle 2 and 5 of the SRA Principles 2019.
- 86.49 The Tribunal found Allegation 1.1 **proved** in its entirety on a balance of probabilities⁷
87. **Allegation 1.2 - On 21 June 2022 and 6 July 2022, during interviews with the SRA, the Respondent provided false and misleading information to the SRA. In doing so the Respondent breached all or any of Principles 2, 4 and 5 of the SRA Principles 2019 and paragraph 7.4(a) of the SRA Code of Conduct for Solicitors, RELs and RFLs 2019.**

Construction of Allegation

- 87.1 Allegation 1.2 states, "*On 21 June 2022 and 6 July 2022, during interviews with the SRA, the Respondent provided false and misleading information to the SRA...*". Mr Collis stated that it was the Applicant's contention that this allegation could be found proved if the Tribunal concluded that the Respondent provided false and misleading information to the SRA in one or both of these interviews; the allegation did not require

⁶ Which required the Respondent to act with honesty.

⁷ As the Tribunal made a finding of dishonesty against the Respondent it was not necessary to consider recklessness (Allegation 1.4) which was pleaded as an alternative to dishonesty.

the Tribunal to find that false and misleading information was provided in both interviews.

87.2 With this in mind, the Tribunal were invited first to consider whether false and misleading information was given in the 21 June 2022 interview and, if so, whether that amounts to a breach of the pleaded Code and Principles (including dishonesty). The Tribunal should then apply the same approach to the 6 July 2022 interview.

87.3 The Respondent has, on a number of occasions, accepted that he lied or gave misleading information in the 21 June 2022 interview. These admissions can be seen:

- In the 6 July 2022 interview;
- The 7 November 2022 representations;
- The 14 February 2024 representations;
- The 12 June 2024 representations, which included an acceptance of dishonesty; and
- The Respondent's Answer.

87.4 Despite these admissions, which includes in the 12 June 2024 representations an acceptance of a breach of Principle 4 (dishonesty), the Respondent's Answer asserts that he was not in fact dishonest. It is entirely unclear how exactly the Respondent can advance the contention that he lied in the 21 June 2022 interview, but he was not dishonest when he did so.

87.5 The Respondent maintains that he did not provide false and misleading information in the 6 July 2022 interview.

87.6 The Respondent was interviewed by the SRA on 21 June 2022. In the course of that interview, the Respondent made statements to the following effect:

- He understood that BK's bank accounts had closed when the firm closed;
- He never operated BK's bank accounts
- He did not complete or sign the bank mandate dated 25 August 2021 adding Mr Nagy as an account signatory. Someone had forged his signature
- He did not know that BK's bank accounts were still open in the middle of 2021 or that Mr Nagy had been added to the mandate;
- He did not know anything about the payment of £1,102,099 into BK's client account on 21 December 2021;
- He did not know anything about and did not authorise the payments made to YIBBIZ, 1st Packing, Bell Rock International Trading and BK from the BK client account set out in Paragraph 77 above;

- He did not know anything about the transactions in the BK office account set out in Paragraph 78 above;
- He did not authorise the payments to Speedy FM Services set out in Paragraph 78 above;
- He did not receive £400 on 10 January 2022 although he said he would “*double check*”

87.7 On 1 July 2022, the Respondent’s representatives wrote to the SRA requesting that he be interviewed again by the SRA. In that letter they stated:

“...[the Respondent] would like to provide a more accurate account of what took place. He regrets some of the answers provided to yourselves on 21 June and he wishes to correct the record.”

87.8 This demonstrated that the Respondent considered his interview statements to have been false and misleading. The SRA refers to the evidence provided by Metro Bank and also to the Respondent’s bank account statements. This demonstrated that the statements made by him at the 21 June 2022 interview were false and misleading.

87.9 The Respondent was interviewed again on 6 July 2022. The Applicant’s case in relation to the 6 July 2022 interview relates solely to the assertion from the Respondent that he did not complete and/or submit the FCN form. This assertion is entirely contrary to the Respondent’s assertions in the 21 June 2022 interview.

87.10 During the 6 July 2022 interview, the Respondent made the following admissions:

- He signed the bank mandate dated 21 August 2021 and had attended at the bank with Mr Roshan and Mr Nagy to sign it
- He was aware that the BK bank accounts were still open in August 2021;
- He made payments from his personal account to BK’s office account between March 2021 and January 2022
- He made payments into the BK office account when it was overdrawn and he was aware that the firm’s accounts were still operating after closure of the firm
- As regards the receipt of £1,102,099 on 21 December 2021, he was aware of it two or three days before 21 December 2021. Mr Nagy had told him that he was selling a property and that he couldn’t put the money into his own account as the account might be blocked. The money was therefore going to come into the BK client account;
- The Respondent was involved in making the payments out of the BK client account on 21 December 2021 set out in paragraph 24. He was asked to make the payments by Mr Nagy. The Respondent signed the CHAPS forms authorising the payments;

- The Respondent transferred £400 from the BK office account to his own account on 10 January 2022;
- The Respondent authorised the payment of £12,000 from the BK client account to the BK office account on 22 December 2021;
- The Respondent transferred the payments to Speedy FM Services;
- At the First Interview, when the Respondent said that he had nothing to do with the BK bank accounts and that he had never authorised any of the transactions, that was a lie; and
- That he had provided false information at the 21 June 2022 interview.

87.11 The Applicant's case in relation to this statement about not completing/submitting the FCN is predicated on the following points:

- The Respondent would have nothing to gain from asserting that he did complete and submit it in the first interview, if he in fact had not done so;
- The form itself contains both the Respondent's personal e-mail address and mobile number. It is entirely unclear why someone else would go to all the trouble of completing and submitting this form, using the Respondent's work e mail address, and then provide contact details for the Respondent in that same form;
- Paragraphs 55 – 66, *inter alia*, above identify the extent to which the Respondent appears to have been involved in contact with the SRA and the insurance companies in relation to (i) closure of the Firm; and (ii) the Firm's run-off insurance. It is entirely implausible that the Respondent would have been this involved in the process (at a point when he was COLP for the Firm) and not have either (a) completed/submitted the form; or (b) had someone at the SRA refer to the FCN that they had received.

87.12 With these points in mind Mr Collis invited the Tribunal to conclude that this assertion by the Respondent during the 6 July 2022 interview was also false and misleading, and that this too was deliberate false assertion and therefore dishonest.

87.13 The *Ivey* test underlying Principle 4 of the SRA principles is as set out at Paragraph 86.2 above. The Respondent admitted providing false information at the 21 June 2022 interview. The statements made at the Second Interview (recited at Paragraph 86.14) and the evidence received from Metro Bank above confirm that the statements made as set out in Paragraph 86.13 above were false and misleading. The statement during the 6 July 2022 interview regarding the FCN was also false and misleading; if the Tribunal accepts the Respondent's evidence as to the statement regarding the FCN in the 6 July 2022 interview, then that in the 21 June 2022 interview must therefore have been false and misleading.

87.14 The Respondent knew that these statements were false and misleading at the time when he made them. He knew that he was under investigation when he made those statements. Ordinary decent people would regard knowingly providing false and misleading

information to the SRA in the course of a regulatory investigation to be dishonest. The Respondent therefore breached Principle 4 of the SRA Principles.

- 87.15 The *Wingate* test relating to Principle 5 of the SRA Principles is as set out at Paragraph 86.22 above. By knowingly providing false and misleading information to the SRA during the First Interview and most likely during the Second Interview, the Respondent failed to meet the higher standards expected of solicitors and acted without integrity. He therefore also breached Principle 5 of the SRA Principles.
- 87.17 Principle 2 of the SRA Principles required the Respondent to act in a way that upheld public trust and confidence in the solicitors' profession and in legal services provided by authorised persons. The public expects solicitors to be truthful including when providing information to the SRA.
- 87.18 Public confidence in the Solicitors' profession is damaged by solicitors who provide false and misleading information in any context but particularly in the course of an investigation by the SRA and while being interviewed. By knowingly providing false and misleading information to the SRA during the 21 June 2022 interview and during the 6 July 2022 interview, the Respondent acted in a way which damaged the public's trust in the profession. The Respondent therefore breached Principle 2 of the SRA Principles.
- 87.19 Paragraph 7.4(a) of the SRA Code of Conduct for Solicitors RELs and RFLs requires Solicitors to respond promptly to the SRA and to provide full and accurate explanations, information and documents in response to any request or requirement. By knowingly providing false and misleading information to the SRA during the 21 June 2022 interview and during the 6 July 2022 interview, the Respondent failed to comply with paragraph 7.4(a).

The Respondent's Case

- 87.20 The Respondent accepted that he lied in his first interview with the FIO. It was submitted that these lies were directly due to his panicked state of mind and his inability to properly comprehend what was happening at the time.
- 87.21 This was described as a moment of madness for the Respondent and, as soon as the interview concluded, rather than perpetuate the lie, the Respondent sought to and, on his case, did in fact rectify matters.
- 87.22 Until the first interview, the Respondent had not appreciated that anything seriously wrong had occurred with BK's bank accounts. However, when confronted with the FCN, the Respondent was genuinely confused as to what had happened. It then dawned upon the Respondent that he had been duped; he felt ashamed, disappointed, and upset.
- 87.23 The request for the second interview was made well in advance of the SRA receiving the Metro Bank statements, which would have contradicted the Respondent's initial answers. The Respondent was keen to resolve matters at the earliest opportunity.
- 87.24 The Respondent intended to rely on medical evidence to support his submission that this was, in fact, a moment of madness borne out of sheer panic. The Respondent maintained

that his account in the second interview was true: he had not completed and/or submitted the FCN.

- 87.25 The suggestion that the Respondent lied in his second interview was based entirely on the assumption that the Respondent ought to have known that Mr Nagy's scheme was dishonest. This could only have been correct if there had been evidence that the Respondent possessed the relevant experience and knowledge to identify such matters.
- 87.26 However, the evidence indicated that the Respondent was a naive individual, inexperienced in managing a firm. It was precisely for this reason that the other parties chose to take advantage of him—going so far as to persuade him to attend Metro Bank in person on 21 December 2021 to conduct the transactions.

The Tribunals Decision

- 87.27 The Tribunal found the underlying facts as detailed by Mr Collis proved in the context of Allegation 1.2.
- 87.28 The Respondent's submission that was merely naïve as opposed to dishonest lacked any credibility. He had comprehensively misrepresented his knowledge of the operation of BK's accounts following the closure of the firm to the FIO. The evidence from Metro Bank contradicted the Respondent's assertions made during his 21 June 2022 interview with the FIO and in any event the Respondent admitted providing false information to the FIO.
- 87.29 In the second interview on 6 July 2022 the Respondent tried to exculpate himself having provided false information at the first interview. However, in the course of the second interview the Respondent provided further misleading information regarding the FCN. The evidence indicated that the Respondent did in fact complete and submit the FCN and therefore his assertion to the contrary made to the FIO was misleading.
- 87.30 The Respondent knew that these statements were false and misleading at the time when he made them. He knew that he was a solicitor with professional obligations who was under investigation by his regulator when he made those statements. Ordinary decent people would regard knowingly providing false and misleading information to the SRA in the course of a regulatory investigation to be dishonest. In applying the Ivey test the Tribunal found that Respondent therefore breached Principle 4 of the SRA Principles.
- 87.31 Principle 2 of the SRA Principles 2019 required the Respondent to act in a way that upheld public trust and confidence in the solicitors' profession and in legal services provided by authorised persons. Principle 5 of the SRA Principles 2019 required the Respondent to act with integrity. Paragraph 7.4(a) required the Respondent to respond promptly to the SRA and provide full and accurate explanations, information and documents in response to any request or requirement. As a consequence of the Respondent's actions as set out within Allegation 1.2 the Tribunal found that the Respondent breached each of these regulatory obligations.
- 87.32 The Tribunal found Allegation 1.2 **proved** in its entirety on a balance of probabilities.

88. **Allegation 1.3 - Between around 30 April 2020 and around 12 April 2021, and as a director and owner of BK, the Respondent failed to effect an orderly closure of BK in a timely manner. In doing so the Respondent breached Principle 2 of the SRA Principles 2019 and paragraph 2.4 of the SRA Code of Conduct for Firms 2019.**
- 88.1 Mr Collis prefaced his submissions by referring the Tribunal to the Respondent's admissions in respect of this allegation which he admitted in its entirety.
- 88.2 BK closed in April 2020. The SRA revoked BK's authorisation in April 2021. However, despite this, and despite the SRA requesting twice that the Respondent file a confirmation with Companies House to remove the word "solicitors" from BK's registered name and to change the registered nature of BK's business, the Respondent failed to do so. BK therefore continued to be held out as a solicitor's firm after it had ceased trading up until the time when the SRA intervened in the practice in July 2022.
- 88.3 Further, following the closure of BK in April 2020, the Respondent did not close BK's various bank accounts. There was no reason for its bank accounts to remain open when it was closed and no longer trading. The bank statements confirm that the client and office accounts reached a zero balance on 14 January 2020
- 88.4 The Respondent confirmed when he was interviewed on 22 June 2022 that he knew BK had to be closed effectively but he did not take any steps to do so.
- 88.5 The Respondent confirmed when he was interviewed on 6 July 2022 that he was aware that the Firm's accounts were still open and were being used. As set out in Paragraphs 77 - 78 above payments were being made into and from BK's office and client accounts from 5 August 2020 to 11 March 2020. The Respondent was aware of these payments and authorised payments from BK's accounts including a payment of £400 to his personal account on 10 January 2022.
- 88.6 The Respondent was a director of BK during the relevant period. He had been the last COLP and COFA at BK. He was a signatory of the firm's office and client accounts. As such not only was he aware of the continued operation of BK's bank accounts, but he was also in a position to close the accounts had he chosen to do so.
- 88.7 The fact that BK's bank accounts remained open allowed the situation to arise where, as set out in Allegation 1.1, BK's client account was used to receive £1,102,199.31 which was not meant to be paid to the firm and for those funds to be dissipated.
- 88.8 The Applicant advanced the following factors to demonstrate that between around 30 April 2020 and 12 April 2021 the Respondent failed to effect an orderly closure of the Firm in a timely manner:
- Despite the assurances given in the FCN form and the requests from the SRA, as of March 2022 BK was still registered at Companies House and still contained the word "*solicitors*" within its title;
 - This was despite the fact that the Respondent, or others acting on his behalf, had been able to send notification to Companies House on 21 May 2020 that the Respondent had become a person with significant control;

- In the 21 June 2022 interview, the Respondent asserted that his colleague, Mr Zahid Roshan, had told him that he would close the Firm down with Companies House, but that he personally did not take any steps to close the company;
- Despite the assurances given in the 29 April 2020 e-mail to the SRA about the Firm no longer having an office or client account, the Firm's client and office accounts remained open and active throughout 2020 and 2021. This included the Respondent only being added as a signatory to the client account on 16 July 2020. It is unclear why any firm, which had registered closure with the SRA on 30 April 2020 and stated that the client account balance was zero and that no further client money was expected, would need to add an additional signatory some three months later; and
- The Respondent's use of the Firm's office account, (as set out in the table below) demonstrated the extent to which the Respondent would have been aware of the ongoing transactions being carried out by the Firm:

<u>Date</u>	<u>Payment</u>
5.8.20	£50,000 transferred into account and two outgoing payments totaling £1,500 made from account (outgoing payments authorised by Respondent through mobile banking).
6.8.20	£1,495 in outgoing payments from office account, authorised by Respondent through mobile banking.
7.8.20	£2,000 outgoing payment from office account, authorised by Respondent through mobile banking.
15.8.20	£5,000 in outgoing payments from office account, authorised by Respondent through mobile banking.
18.8.20	£10,000 in outgoing payments from office account, authorised by Respondent through mobile banking.
20.8.20	£10,000 in outgoing payments from office account, authorised by Respondent through mobile banking.
24.8.20	£5,000 outgoing payment from office account, authorised by Respondent through mobile banking.
26.8.20	£5,000 outgoing payment from office account, authorised by Respondent through mobile banking.

28.8.20	£10,000 in outgoing payments from office account, authorised by Respondent through mobile banking.
8.3.21	£50 incoming payment into office account from Respondent's personal bank account.

- 88.9 The Respondent was owner and director of the Firm at all material times⁸, as well as being the Firm's COLP and COFA, and from 16 July 2020 onwards, a signatory for all of the Firm's accounts. The Applicant's contention was that responsibility to effect an orderly closure, and the power to do this, lay very much with the Respondent.
- 88.10 Principle 2 of the SRA Principles required the Respondent to act in a way that upheld public trust and confidence in the solicitors' profession and in legal services provided by authorised persons. The public would expect a solicitor to comply with its regulatory requirements and with requests made by his regulator, the SRA.
- 88.11 Paragraph 2.4 of the SRA Code of Conduct for Firms ("the SRA Code") required that the Respondent actively monitor the firm's financial stability and business viability and aware that BK was to cease to operate, he was required to effect the orderly wind down of firm activities.
- 88.12 As a director of BK during the relevant period, the Respondent was responsible for compliance by BK with the SRA Code under paragraph 8.1 of the SRA Code. The Respondent was in a position to ensure compliance and failed to do so.
- 88.13 By failing to amend the registration of BK at Companies House to remove reference to solicitors in its registered name and the nature of its business, and by failing to close BK's office and client bank accounts, the Respondent failed to comply with Paragraph 2.4 of the SRA Code and breached Principle 2 of the SRA Principles.

The Respondent's Case

- 88.14 The Respondent admitted this allegation in its entirety.

The Tribunal's Findings

- 88.15 The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the Respondent's admission in respect of Allegation 1.3 was properly made.
- 88.16 The Tribunal accepted the information presented by the Applicant within the Rule 12 Statement and noted that the supporting evidence within exhibit HVL1, including the FIR, sustained Allegation 1.3.
- 88.17 Principle 2 of the SRA Principles 2019 required the Respondent to act in a way that upheld public trust and confidence in the solicitors' profession and in legal services provided by authorised persons.

⁸ For the purposes of Allegation 1.3 the Applicant submitted that this period was 30.4.20 – 12.4.21

88.18 Paragraph 2.4 of the SRA Code of Conduct for Firms 2019 required the Respondent to actively monitor the firm's financial stability and business viability. Once he was aware that the firm was to cease to operate, he was obligated to effect the orderly wind-down of its activities.

88.19 As a consequence of the Respondent's actions as set out within Allegation 1.3 the Tribunal found that the Respondent breached each of these regulatory obligations.

88.20 The Tribunal found Allegation 1.3 **proved** in its entirety on a balance of probabilities.

Previous Disciplinary Matters

89. The Respondent had no previous disciplinary findings recorded against him

Mitigation

90. The Respondent declined to advance mitigation during the hearing. The Tribunal carefully considered the Respondents written submissions prior to determining sanction.

Sanction

91. The Tribunal considered the Guidance Note on Sanction (11th Edition February 2025). and the proper approach to sanctions as set out in *Fuglers and others v SRA* [2014] EWHC 179. The Tribunal's overriding objective when considering sanction, was the need to maintain public confidence in the integrity of the profession.

92. In determining sanction, the Tribunal's role was to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances. In determining the seriousness of the misconduct, the Tribunal was to consider the Respondents' culpability and harm identified together with the aggravating and mitigating factors that existed.

93. The Tribunal considered that the Respondent that been directly responsible for his actions. The Respondent knowingly participated in the receipt and transfers of funds through his firm client account in circumstances which bore the hallmarks of fraud or other illegality. When the circumstances were queried by the SRA during regulatory interviews the Respondent provided false and misleading information on 21 June 2022 and 6 July 2022.

94. In considering the Respondent's culpability and the level of harm caused, the Tribunal concluded that seriousness of the Respondent's misconduct was high.

95. The main aggravating feature of the Respondent's conduct was the finding of dishonesty. Given the Respondent's level of experience within the profession and responsibility as a Partner in the Firm, he should have known that his conduct was a material breach of professional obligations.

96. The Tribunal noted that the Respondent had a previously unblemished career.

97. The Tribunal next considered the purpose for which sanctions are imposed, noting that an important purpose of a sanction is to maintain the reputation of the solicitor's profession (*Bolton v The Law Society* [1994] 1 WLR 512). The Tribunal further determined that the reputation of the profession was undermined in circumstances where a solicitor, particularly one in a senior position, participated in the receipt and transfers of funds through his firm client account in circumstances which bore the hallmarks of fraud or other illegality and subsequently misled his regulator whilst under investigation in relation to that conduct.
98. The Tribunal having determined that the Respondent's conduct was dishonest, observed that a finding of dishonesty would, absent exceptional circumstances, require an order striking the solicitor from the roll.
99. Having considered the authorities, in particular: *Solicitors Regulation Authority v Sharma* [2010] EWHC 2022 (Admin) and *SRA -v James* [2018] EWHC 2058 (Admin), the Tribunal could not find any exceptional circumstances justifying any lesser sanction other than a striking off.
100. The Tribunal found, given the finding of dishonesty against the Respondent, the only appropriate and proportionate sanction was to strike the Respondent off the Roll of solicitors.

Costs

101. Mr Collis applied for costs on behalf of the Applicant and referred the Tribunal to the Applicant's Statement of Costs dated 11 March 2025. Mr Collis clarified that the amount claimed was £33,603.00 to reflect the actual as opposed to anticipated hearing time.
102. Mr Collis submitted that more of his firm's staff had worked on the file that would ordinarily be the case. The amount claimed in costs had addressed duplication issues albeit a small reduction may apply in relation to that issue should the Tribunal determine it appropriate.
103. Mr Collis invited the Tribunal to consider any reduction in the amount claimed by the Applicant alongside the significant late correspondence received from the Respondent shortly before the commencement of the proceedings and the late evidence he had filed. The Applicant had incurred cost in responding to this.
104. The Respondent had not filed a statement of means nor any evidence concerning his financial circumstances pursuant to Rule 43(5) of The Solicitors (Disciplinary Proceedings) Rules 2019.
105. Mr Collis submitted that Applicant's case had succeeded in its entirety and invited the Tribunal to grant the Applicant its full costs which were reasonable and proportionate in the circumstances.
106. The Respondent submitted that the costs purportedly incurred by the Applicant lacked clarity and were excessive. He was in difficult financial circumstances and was supported by family members because of this.

The Tribunal's Decision

107. The Tribunal assessed the Applicant's Statement of Costs in detail, guided by reference to Rule 43 of the Solicitors (Disciplinary Proceedings) Rules 2019, and had regard for the conduct of the parties (including the extent to which the Tribunal's directions and time limits imposed had been complied with), whether the amount of time spent on the matter was proportionate and reasonable and whether any or all of the allegations were pursued or defended reasonably.
108. The Applicant's case had succeeded in its entirety and the Tribunal considered that the costs claimed by the Applicant were reasonable and proportionate albeit a slight reduction was appropriate because of duplication in the preparation of the case. The Respondent did not provide any information pursuant to Rule 43(5) of The Solicitors (Disciplinary Proceedings) Rules 2019 and had not invited the Tribunal to reduce the Applicant's costs on account of his financial circumstances.
109. The Tribunal ordered that the Respondent do pay the costs of and incidental to this application and enquiry fixed in the sum of £30,000.00.

Statement of Full Order

110. The Tribunal ORDERED that the Respondent, LIAQAT ALI, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £30,000.00.

Dated this 14th day of May 2025
On behalf of the Tribunal

G. Sydenham

Mr. G. Sydenham
Chair