

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12685-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

SHAHID ALI

Respondent

Before:

Ms T Cullen (in the chair)

Mr R Nicholas

Mr A Lyon

Date of Hearing: 17, 18 and 20 November; 10 and 11 December 2025

Appearances

Mr Tom Walker, Barrister, Blake Morgan LLP, 6 Great New St, London EC4A 3BN for the Applicant.

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

JUDGMENT

Allegations

1. The allegations against the Respondent, Mr Shahid Ali are that, whilst in practice as a Solicitor and Partner at Osborn Knight Limited (“the Firm”), he:
 - 1.1 Provided information to Person A, a third party, which he knew, or ought to have known was misleading in that:
 - 1.1.1 Between February and April 2020, as to the location of cash belonging to Client A, when it had been in the possession of the Respondent since September 2017;
 - 1.1.2 On or around 13 April 2020, regarding the purpose of the, approximately, £15,000 cash provided by Client A to the Respondent.

In doing so, he breached any or all of:

- 1.1.3 Principle 2 of the SRA Principles 2019 (“the Principles”);
- 1.1.4 Principle 4 of the Principles;
- 1.1.5 Principle 5 of the Principles;
- 1.1.6 Paragraph 1.4 of the Code of Conduct for Solicitors, RELs and RFLs 2019 (“the Code for Solicitors”).

The facts and matters relied upon in support of this allegation are set out in paragraphs 18 to 49 of the Rule 12 Statement.

- 1.2 Between September 2017 to January 2022, the Respondent failed to:
 - 1.2.1 record Client A's monies in a client ledger;
 - 1.2.2 return client money promptly to Client A;
 - 1.2.3 maintain proper accounting records.

Insofar as such conduct took place during the period from September 2017 but before 25 November 2019, he breached any or all of:

- 1.2.4 Rule 14.1 of the SRA Accounts Rules 2011 (“the AR 2011”);
- 1.2.5 Rule 14.3 of the AR 2011;
- 1.2.6 Rule 15.1 of the AR 2011;
- 1.2.7 Rule 29.1(a) of the AR 2011;
- 1.2.8 Rule 29.2 of the AR 2011; and
- 1.2.9 Principle 4 of the SRA Principles 2011 (“the Principles 2011”).

In so far as such conduct took place on or after 25 November 2019, he breached any or all of:

- 1.2.10 Rule 2.3 of the SRA Accounts Rules 2019 (“SRA AR”);
- 1.2.11 Rule 2.5 of the SRA AR 2019;
- 1.2.12 Rule 8.1 of the SRA AR 2019; and
- 1.2.13 Principle 7 of the Principles.

The facts and matters relied upon in support of this allegation are set out in paragraphs 64 to 70 of the Rule 12 Statement.

- 1.3 In October 2019, the Respondent suggested to Client A, and/or encouraged Client A to provide an account to assist their defence, which he knew or ought to have known was misleading.

In doing so, he breached any or all of:

- 1.3.1 Principle 2 of the Principles 2011;
- 1.3.2 Principle 6 of the Principles 2011;
- 1.3.3 Outcome 5.2 of the SRA Code of Conduct 2011.

The facts and matters relied upon in support of this allegation are set out in paragraphs 88 to 95 of the Rule 12 Statement.

- 1.4 From August 2019 to December 2019, the Respondent provided, or caused to be provided, information to counsel, which he knew or ought to have known was misleading as to content of an audio recording of Client A, which was indicative of Client A's guilt.

Insofar as such conduct took place during the period from August 2019 but before 25 November 2019, he breached any or all of:

- 1.4.1 Principle 2 of the Principles 2011;
- 1.4.2 Principle 4 of the Principles 2011;
- 1.4.3 Principle 6 of the Principles 2011;
- 1.4.4 Outcome 1.2 of the SRA Code of Conduct 2011.

In so far as such conduct took place on or after 25 November 2019, he breached any or all of:

- 1.4.5 Principle 2 of the Principles 2019;
- 1.4.6 Principle 4 of the Principles 2019;
- 1.4.7 Principle 5 of the Principles 2019;
- 1.4.8 Principle 7 of the Principles 2019; and
- 1.4.9 Paragraph 1.4 of the Code of Conduct for Solicitors.

The facts and matters relied upon in support of this allegation were set out in paragraphs 106 to 128 of the Rule 12 Statement.

In addition, for conduct prior to 25 November 2019, allegations 1.3 and 1.4 are advanced on the basis that the Respondent's conduct was dishonest. Dishonesty is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegation. Further particulars of dishonesty are set out in paragraphs 96 to 98 and 129 to 133 of the Rule 12 Statement.

Executive Summary

2. This case concerned allegations of professional misconduct brought by the SRA against Mr Shahid Ali. There was a Statement of Agreed Facts between the parties dated 15 October 2025 relating to certain factual matters.
3. Mr Ali was retained to defend Client A, a former professional Pakistani cricketer, who was charged, in 2017, by the National Crime Agency (NCA) with conspiracy to bribe players in the 2016 Pakistani Super League. Client A's house was searched by the NCA and approximately £5,500 was seized in cash but returned to Mr Ali, on behalf of Client A, in September 2017. Mr Ali did not account for these funds in a client ledger, and they remained in the respective safes of the two firms for which he worked during the relevant period.
4. In December 2018 the Legal Aid Agency (LAA) issued a representation order for Client A, which covered Mr Ali's and the fees of Mr Nawaz of counsel (now KC). This was extended in May 2019 to include representation by leading counsel, Mr James Pickup KC.
5. Client A also gave the Respondent £15,000 in cash in or around October 2019 and the reason for the provision of this sum was disputed between the parties. This money was also not accounted for in a client ledger for Client A. The failure to maintain proper accounting records was admitted by the Respondent, but on the basis of administrative oversight, which basis was disputed.
6. In October 2019 Mr Ali allegedly encouraged Client A to fabricate a misleading account to support his defence in the criminal trial, which began at Manchester Crown Court in December 2019. Client A changed his plea to guilty mid-way through the trial, following the playing of an audio recording between Client A's co-conspirator and an undercover officer.
7. Mr Ali allegedly misled counsel regarding the content of this recording, which was in English and Urdu, and which was pivotal in the criminal proceedings. The Urdu parts of that conversation had not been transcribed prior to being played in court. Mr Ali, who accepted that he was a fluent Urdu speaker, had listened to the recording in August 2019 and had reported to Client A and both Counsel instructed in the case that they were not helpful to the defence and mainly inaudible.
8. Following an unsuccessful attempt to argue that the prosecution was an abuse of process due to earlier Pakistani Cricket Board proceedings, the trial commenced in December 2019.
9. The covert conversations in Urdu, when played in court, were both audible and indicative of Client A's involvement in the conspiracy. Client A was sentenced in February 2020. From then until April 2020, Mr Ali was alleged to have provided misleading information to Person A, Client A's wife, about the whereabouts and the purpose of the cash sums totalling approximately £20,000. Further detail or relevant events is set out under individual allegations below.

10. After hearing witness evidence and submissions on behalf of both parties, the Tribunal found that Mr Ali provided misleading information to Person A and in so doing was dishonest. The Tribunal applied the test for dishonesty as set out in *Ivey v Genting Casinos*. Mr Ali thereby also failed to act with integrity, in a way that upholds public trust and confidence in the solicitors' profession and in the best interests of his client.
11. The Tribunal also found that Mr Ali failed to record Client A's money in a client ledger, return it promptly to him or maintain proper accounting records and thereby committed numerous breaches of the Accounts Rules 2011 and 2019.
12. The Tribunal did not find, on the balance of probabilities, that Mr Ali suggested to, or encouraged, Client A to provide a misleading account to assist his defence, nor that Mr Ali provided, or caused to be provided, information to counsel which was misleading as to the content of an audio recording, later found to be indicative of Client A's guilt in criminal proceedings.
13. The Tribunal determined that Mr Ali's misconduct was very serious in respect of allegations 1.1 and 1.2 and ordered him to pay a fine of £40,000 within Indicative Fine Band Level 4.

Sanction

14. The Tribunal ordered that Mr Ali be fined £40,000 and that he undertake six hours of professional development training within six months of 11 December 2025 in respect of the Solicitors Accounts Rules and the Anti Money Laundering Regulations. The Tribunal's sanction and its reasoning can be found [\[here\]](#).

Documents

15. The Tribunal reviewed all the documents submitted by the parties, which included (but was not limited to):
 - Rule 12 Statement [\[here\]](#)
 - Exhibit JD1 dated 11 September 2024
 - The Respondent's Answer dated 12 November 2024 and documents filed in support [\[here\]](#)
 - Statement of Agreed Facts dated 15 October 2025
 - Opening Note of the Applicant dated 10 November 2025

Preliminary Matters

16. Application for Anonymity
- 16.1 Pursuant to Rule 35(9) of the Solicitors (Disciplinary Proceedings) Rules 2019 ("the SDPR") Mr Walker applied for the Anonymisation Schedule to the Rule 12 Statement to be continued in the interests of justice.

16.2 Mr Goodwin was neutral as regards the application and the Tribunal granted the application.

Factual Background

17. Mr Ali was born in November 1967 and admitted as a solicitor in December 1995. In 2017, Mr Ali was a solicitor at Abbey Solicitors and subsequently moved to the Firm. In both practices he undertook criminal defence matters and was the holder of a practising certificate free from conditions. He was at the relevant time, and remained, the Firm's Compliance Officer for Legal Practice ('COLP') and Compliance Officer for Finance and Administration ('COFA').

Witnesses

18. 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:

- Client A
- Mr Yashab Tamanna – translator for Client A, Urdu - English
- Person A
- Mr James Pickup KC
- Mr Shahid Ali
- Ms Lauren Coulding
- Mr Mohammed Nawaz KC

Findings of Fact and Law

19. The Applicant was required to prove the allegations beyond 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 right to a fair trial and to respect for private and family life, under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

Integrity

20. With reference to its consideration of integrity, the Tribunal had regards to [Wingate v SRA](#) [2018] EWCA Civ 366 27.

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

Dishonesty

21. In its determination of the issue of dishonesty the Tribunal the considered the test set out at paragraph 74 of [Ivey v Genting Casinos \(UK\) Ltd t/a Crockfords](#) [2017] UKSC 6.
22. When considering dishonesty, the Tribunal applied the two-step test and first established the actual state of Mr Ali’s knowledge or belief as to the facts, noting that the belief did not have to be reasonable, merely that it had to be genuinely held. It then considered whether that conduct was honest or dishonest by the standards of ordinary decent people.

General Submissions

23. Mr Goodwin also made general submissions on the law relating to findings of dishonesty, relevant to allegations 1.1, 1.3 and 1.4, and oral submissions relating to Client A’s immigration status, relevant to all the allegations. Both are set out below.
24. Mr Goodwin, in his closing submissions, addressed the Tribunal in detail on the matter of Mr Ali’s alleged dishonesty. He relied on paragraphs 67 to 70 of *Fish v GMC* CO/1440/2012, which was uploaded to the hearing bundle. He drew attention to Foskett J’s statement that, “*an allegation of dishonesty should not be found to be established against anyone, particularly someone who has not been shown to have acted dishonestly previously, except on solid grounds.*” The *Fish* case emphasised the gravity of an allegation of dishonesty against a professional, which could be career-threatening or even career-ending. Accordingly, such allegations had to be made with good reason, clearly particularised and squarely put, so that the accused could seek to answer it: “*no-one should be found to have been dishonest on a side wind.*”
25. Mr Goodwin urged the Tribunal to undertake reasoned rigorous analysis of the facts in this case where, he submitted, the evidence could support clear findings of fact. He submitted that Mr Ali had given consistent explanations for what had occurred, which was a strong indicator of the truth of his genuine and honest beliefs, including the Response to the Notice Recommending Referral to the Tribunal, dated 13 May 2024, the Answer dated 29 September 2025 and the evidence given at the hearing. Mr Goodwin urged the Tribunal to act judicially and proportionately, and not in an overly prosecutorial fashion.
26. Mr Goodwin submitted, and Mr Walker concurred, that breaches might be proved, including a lack of integrity, absent a finding of dishonesty.

Client A’s Immigration Status

27. Mr Goodwin suggested to Client A, in cross-examination, that he had only raised a complaint in respect of Mr Ali in order to assist his position regarding his immigration status. Client A accepted that he had received a sentence of 17 months’ imprisonment for his part in the conspiracy to bribe and acknowledged that he knew this put him at risk of a deportation order. In support of this contention, Mr Goodwin drew the Tribunal’s attention to an email sent by Person A to a friend on 16 June 2020, which references Client A having been served with a deportation notice and making a link

between this and Mr Ali's alleged "*withholding evidence from my husband as well as the barristers*".

28. James Pickup KC confirmed, in evidence, that he had written a note headed "*R v [Client A]*," which he dated, by reference to his personal computer, as 8 May 2020, at the request of Person A. The purpose of the note was to set out events in the criminal proceedings in order to assist Client A's counsel in the immigration proceedings. In particular, the note discussed how much sentencing credit might have been given to Client A – potentially reducing it below the 12-month limit - had he pleaded guilty at an earlier opportunity.
29. Client A denied that his immigration status had anything to do with the proceedings before the Tribunal.
30. **Allegation 1.1 – The Respondent provided misleading information to Person A, a third party, which he knew, or ought to have known, was misleading in that: (1.1.1) between February and April 2020, as to the location of cash belonging to Client A, when it had been in the possession of the Respondent since September 2017; (1.1.2) on or around 13 April 2020, regarding the purpose of the, approximately, £15,000 cash provided by Client A to the Respondent.**

The Applicant's Case

- 30.1 Mr Walker submitted that, by the period February - April 2020, Mr Ali had been in possession of the cash returned by the NCA for more than two years. During this period, it had been deposited in the safe of the respective firms in which Mr Ali had worked. He had additionally been in possession of a sum of approximately £15,000, given to him by Client A and also stored in his Firm's safe, since October 2019 or thereabouts. The fact of £15,000 being provided was agreed in paragraph 8 of the Agreed Statement of Facts; the reason for its provision was disputed. Mr Walker submitted that at all times Mr Ali knew that this money was not intended to pay for legal fees, as Client A's matter was legally aided.
- 30.2 Neither Client A nor Person A were aware either that the NCA monies had been returned or that the second sum was not needed for legal fees. Nonetheless, Mr Ali, in response to queries from Person A about the whereabouts of the monies, gave a deliberate and fictional account as to their whereabouts and purpose:
 - In a text exchange with Person A on 21 February 2020 as to the whereabouts of the cash, Mr Ali said, "*I'll confirm with CPS*".
 - On 8 April 2020 Mr Ali told Person A by text that he had received an email from the CPS stating that they were not dealing with property issues as a priority due to Covid-19. No correspondence had been produced to support this contention, which was further evidence that information given to Person A was inaccurate and misleading.
 - On 13 April 2020 Person A recorded a conversation on the telephone with Mr Ali. In that conversation Mr Ali stated that the sum of £15,000 was made up of £10,000 plus VAT for Mr Pickup's fees and £2,500 plus VAT for his own. This could not

be true because all legal costs had been covered by the legal aid representation order. Mr Ali, in this call, also confirmed again that he was chasing the CPS for the monies seized. Mr Ali accepted in cross-examination that these statements made in the call on 13 April were not true. Following the call Person A requested, by text, an invoice for the £15,000 and Mr Ali responded, “*Will do*”.

- Despite a second request on 16 April 2020, Mr Ali failed to prepare and send an invoice.
- 30.3 The primary case made by the Applicant was that Mr Ali’s responses to Person A went further than a neutral response and provided fictional detail on what he proposed to do to recover money from a third party, when it was in fact in his own possession. It was unreasonable to assume or infer from the evidence that a belief in what was said to Person A could have been constructed or genuinely held and for that reason Mr Ali’s conduct was dishonest in accordance with the test in *Ivey*.
- 30.4 Alternatively, it was submitted that it was not reasonable or appropriate for Mr Ali’s conduct to have reflected the instructions he alleged were given by his client. First, there was no written evidence to support Mr Ali’s contention that he had received instructions from Client A to retain the monies for safekeeping and/or to withhold information as to the whereabouts of the monies from Person A. His statement that they had been provided to pay legal fees was untrue. The premise was inherently unlikely. The foundation for the alleged instructions was unsound, as the notion of safekeeping involved a breach of the Solicitors Accounts Rules, as set out in allegation 1.2. There was no clarity on the source of the funds. There was a risk of furthering illegitimate objectives or dishonest activities. A client cannot instruct a solicitor to break the law and the solicitor’s responsibilities as an officer of the court and to maintain public trust and confidence are paramount.
- 30.5 There was no evidence of any attempt to communicate clearly to Person A.
- 30.6 There was no cogent evidence to support the contention that Person A might have been unlawfully attempting to deprive Client A of money that was rightfully his. Person A accepted in evidence that there had been a four-month period of marital difficulties, at the end of 2017, but confirmed that Client A returned to live with her and their daughter in 2018. She was involved in Client A’s legal representation throughout, attending several conferences prior to the trial, a fact which both barristers confirmed. It is also accepted, in paragraph 16 of the Statement of Agreed Facts, that Person A had authority to discuss matters regarding Client A with Mr Ali.

The Respondent’s Case

- 30.7 Mr Ali denied dishonesty in accordance with the standards expected of a solicitor. He accepted in his Answer dated 12 November 2024 that certain statements made to Person A may not have been fully transparent, but on the basis that they were made solely to protect client confidentiality, which justified some degree of obfuscation.
- 30.8 The primary case submitted by Mr Goodwin was that Client A had asked Mr Ali to retain both sums of money for safekeeping and had instructed him to mislead Person A as to the whereabouts of the money, if required, for the purpose of keeping it safe. Client

A had always known the case was legally aided and that both sums of cash would be returned to him. Mr Ali genuinely believed, however, that he owed duties of confidentiality to his client and a duty to act in his best interests. This belief informed his responses to Person A, to whom he owed no such duties. He was acting on his original instructions and it was submitted that it was extremely difficult to clarify those instructions after Client A was imprisoned in February 2020, because of lockdown restrictions.

- 30.9 Mr Ali had concerns about Person A's influence and motivation and therefore sought to protect his client's confidentiality in good faith. Both Client A and Person A acknowledged that there had been some marital difficulties following Client A's arrest and Mr Ali believed that Person A intended to leave Client A if he was convicted, and therefore the need to safeguard cash sums was a reasonable belief at the time, even if hindsight and reflection proved otherwise. The money was returned to Client A in full.
- 30.10 Mr Ali's decision to be less than frank was grounded in a sincerely held but erroneous belief that he had a duty to be less than frank, in order to prevent Person A from retrieving Client A's money. It was submitted that the test for dishonesty in *Ivey* requires that such a belief be genuinely held, which it was in these circumstances and in the light of Client A's instructions. The belief did not have to be reasonable.
- 30.11 Mr Goodwin submitted that when the Tribunal weighed up the parties' evidence, they should have regard to the fact that Client A had been convicted of an offence of dishonesty, whereas Mr Ali had a longstanding unblemished professional and regulatory record.
- 30.12 Mr Goodwin submitted that Mr Ali had given consistent explanations on oath for his behaviour, which supported his genuinely held belief that he was obligated to carry out his client's instructions. Mr Goodwin drew the Tribunal's attention to late evidence which the Tribunal had admitted in the interests of justice, which showed that the Firm had been in contact with the CPS about Client A's property during the period February – April 2020, albeit that the emails did not make any reference to the cash seized by the NCA. He submitted that this supported the complexity of Mr Ali's thinking as to the question of safeguarding Client A's property. The Tribunal was reminded that it might find a breach of the Principles as alleged, but absent a finding of dishonesty, on the basis that ordinary, decent people, in accordance with the second limb in *Ivey*, would not find Mr Ali's actions to have crossed the threshold into dishonesty.

The Tribunal's Findings

- 30.13 The Tribunal found that Mr Ali provided information to Person A which he knew or ought to have known was misleading. The finding was on the basis of the evidence heard and the documents put before the Tribunal.
- 30.14 The Tribunal determined that Mr Ali gave the misleading impression that he was in contact with others to secure information about the release of property, including the cash which had been returned by the NCA, whereas Mr Ali admitted that he had been in possession of it for a period of nearly two years.

30.15 Mr Ali also provided misleading information as to the purpose of the sum of approximately £15,000 cash, which he held on Client A's behalf, saying he held it for the purpose of legal fees, which was untrue. He admitted this under cross-examination. It was open to Mr Ali to have indicated to Person A that he could not deal with queries about the cash without instructions from Client A, but he chose instead to give misleading information.

Dishonesty

30.16 Having regard to the test set out in *Ivey v Genting Casinos (UK) Ltd t/a Crockfords* [2017] UKSC 67 and also the decision in *Alam v GMC* (2025), the Tribunal considered that between February and April 2020 Mr Ali did not have an actual knowledge or belief that any monies belonging to Client A were with the prosecuting authorities, nor that the sum of approximately £15,000 was being held on behalf of his own and counsels' legal fees. Accordingly, the statements he gave did not reflect a genuinely held belief and Mr Ali did not meet the first limb of the two-stage set out in *Ivey*. The Tribunal also considered that the actions of Mr Ali were dishonest by the standards of ordinary, decent people. The Tribunal therefore found Mr Ali's conduct to have been dishonest.

Breaches

30.17 The Tribunal found the following breaches of the Principles and the Code for Solicitors proved on the balance of probabilities:

- Principle 2 (act in a way that upholds public trust and confidence in the solicitors' profession and in the legal services provided)
- Principle 4 (act honestly)
- Principle 5 (act with integrity)
- Paragraph 1.4 of the Code for Solicitors (act in the best interests of each client)

31. **Allegation 1.2 – Between September 2017 to January 2022, the Respondent failed to: (1.2.1) record Client A's money in a client ledger; (1.2.2) return money promptly to Client A; (1.2.3) maintain proper accounting records.**

The Applicant's Case

31.1 The Applicant replied upon the facts and representations set out in relation to allegation 1.1 as supporting allegation 1.2, namely that neither the monies seized by the NCA, nor the £15,000, were accounted for in a client ledger for Client A. Client A did not know that the cash seized by the NCA had been returned to Mr Ali in 2017 and could not therefore have provided instructions for it to be held outside of a client account. Client A understood that the £15,000 provided in 2019 was in respect of legal fees and therefore he could not have provided instructions that it should be held outside of a client account.

The Respondent's Case

31.2 The Respondent admitted Allegation 1.2 on the basis of technical breaches of the AR 2011 as alleged, but with 'mitigation'. He submitted that the funds were retained in good faith and were at all times kept secure in the safes of his respective firms, without

exposure to any financial risk. Upon being made aware of the record-keeping issues, Mr Ali promptly returned the funds to Client A.

The Tribunal's Findings

31.3 The Tribunal did not accept any of the arguments put forward by the Respondent that the breaches in allegation 1.2 were merely 'technical'. The Tribunal considered that breaches of the Accounts Rules were always serious and not administrative in nature. Client monies must always be dealt with properly, without exception, which meant paying them promptly into an account, returning them promptly when appropriate and keeping and maintaining accurate, contemporaneous and chronological records. Accordingly, Mr Ali had not acted in the best interests of his client.

Breaches

31.4 The Tribunal found the following breaches of the Principles and the Code for Solicitors admitted and proved on the balance of probabilities:

In so far as such conduct took place during the period from September 2017 but before 25 November 2019, the Respondent breached:

- Rules 14.1, 1.3, 15.1, 29.1(a) and 29.2 of the AR 2011; and
- Principle 4 of the Principles 2011 (act in the best interests of each client)

In so far as such conduct took place on or after 25 November 2019, the Respondent breached:

- Rules 2.3, 2.5 and 8.1 of the AR 2019; and
- Principle 7 of the Principles (act in the best interests of each client)

32. **Allegation 1.3 – In October 2019, the Respondent suggested to Client A, and/or encouraged Client A to provide an account to assist their defence, which he knew or ought to have known was misleading. In addition, for conduct prior to 25 November 2019, allegations 1.3 and 1.4 were advanced on the basis that the Respondent's conduct was dishonest. Dishonesty is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegation.**

Background

32.1 Client A denied involvement in bribing cricketers from the date of his arrest in 2017 until 9 December 2019, when he changed his plea mid-trial, following the playing of a covert recording of a conversation in Urdu which took place at a meeting in a Birmingham restaurant on 18 January 2017. Client A's case was that he understood the discussion at the restaurant, which took place in both English and Urdu, to be about setting up a business for the sale of cricket equipment in the UK and Pakistan, referred to subsequently as 'the cricket bat defence.' He said he had understood little of what was discussed. Client A was not fluent in English.

- 32.2 Mr Ali's case was that on Client A's instructions a positive case for the defence could be put forward to the Court. The Applicant's case, given in evidence, was that he had told the truth about his guilt to Mr Ali from the outset, and that Mr Ali had asked him to fabricate the cricket bat defence story to allow a plea of not guilty to be pursued. In 2019 there were at least three conferences with counsel, Mr Mohammed Nawaz KC (then a junior) and Mr James Pickup KC, in June, August and October. Person A was present for at least two of those conferences. Client A maintained his not guilty plea throughout.
- 32.3 In October 2019, the CPS served further evidence in the form of WhatsApp messages involving Client A and others which were indicative of Client A's guilt.
- 32.4 During a weekend in or around October 2019, Client A and Person A attended Mr Ali's office to discuss this additional evidence. During this meeting Client A indicated that he wanted to change his plea to guilty. The Applicant alleged that the Respondent advised against this and sought to suggest alternative scenarios which could be presented to advance a positive case for the Defence.
- 32.5 Ultimately, the most significant evidence against Client A and his co-conspirators was the recording of the discussion at the restaurant, which had been mostly held in English. When the Urdu exchanges were subsequently transcribed, in December 2019, it amounted to strong evidence of Client A's involvement in bribery, following which Client A changed his plea to guilty.

The Applicant's Case

- 32.6 Mr Walker submitted, that, in October 2019, Mr Ali knew or believed, contrary to the premise that a solicitor cannot put forward a positive defence case if the client's instructions are that of guilt, the following facts:
- That the messages served by the prosecution were indicative of Client A's involvement in the crime with which he was charged ; and
 - That Client A accepted that the messages were indicative of his involvement and could not explain away the messages as being innocent.
- 32.7 According to the witness statement and evidence of Person A, Mr Ali "*was trying to make up a story to explain the messages and lie about them in court*". This evidence was corroborated by Client A. The 'story' referred to was the cricket bat defence. By suggesting that Client A create a story to fit the facts presented by the prosecution, Mr Ali acted dishonestly by the standards of ordinary decent people as he could have had no genuine belief that his actions were honest.

The Respondent's Case

- 32.8 Mr Goodwin disputed the chronology of events put forward by the Applicant. He accepted that there was a meeting at Mr Ali's offices with Client A and Person A in the Autumn of 2019, but submitted that it was after 18 November 2019, when Client A's submissions on abuse of process (following earlier proceedings in Pakistan concerning the same allegations) were dismissed. Mr Goodwin submitted that Client A's not guilty

plea had been formalised on 19 June 2019, when his Defence Statement was signed and filed in the criminal proceedings.

- 32.9 Mr Goodwin submitted that there was no cogent evidence to support Allegation 1.3 and reminded the Tribunal that Client A was a convicted fraudster who had lied to his legal team and the court. Ms Coulding, Mr Ali's paralegal who had worked on Client A's case throughout, confirmed in her evidence that Mr Ali had never, at any stage, put pressure on Client A to plead not guilty nor commented that he might be guilty. She also confirmed that the cricket bat defence was raised by Client A, not by Mr Ali.
- 32.10 Mr Goodwin also commented that no criticisms had been raised by Client A or Person A about Mr Ali's alleged refusal to accept a non-guilty plea, notwithstanding contact with Mr Nawaz (now KC) and Mr Pickup KC at several conferences prior to the criminal trial. Neither Mr Nawaz nor Mr Pickup were able to corroborate the allegation that Mr Ali had asked Client A to fabricate a defence to enable the continuation of a not guilty plea.

The Tribunal's Findings

- 32.11 The Tribunal found that Mr Ali gave consistent and at times robust evidence. He was also supported by Ms Coulding, whom the Tribunal found gave honest, straightforward evidence. In particular, the Tribunal accepted Ms Coulding's evidence that Mr Ali did not suggest to or encourage Client A to fabricate the cricket bat defence. The Tribunal also found Mr Nawaz KC to be an honest witness who endeavoured to assist the Tribunal. He had been more involved in the preparation for the criminal trial than his colleague Mr Pickup KC. His evidence, that there had been no encouragement by Mr Ali that Client A fabricate a defence, thereby carried more weight. The Tribunal also found Mr Pickup KC to be honest and frank, but less robust than Mr Nawaz KC when giving evidence, because he had professional regrets over not insisting that the Urdu conversation be translated and transcribed.
- 32.12 The Tribunal determined that it should approach with caution the evidence given by Client A, which tended to be self-serving. The Tribunal found it feasible that Client A's evidence was motivated by his wish to improve his position in relation to pending immigration proceedings. Person A's evidence was tainted by her relationship with Client A. As his wife she also had an interest in the outcome of the immigration proceedings. The Tribunal noted that Person A gave evidence that a friend of Mr Ali telephoned her in an allegedly threatening manner, with a view to her withdrawing the allegation made to the Applicant. It found, however, that there was nothing to prove that this incident was orchestrated by Mr Ali. On that basis, the Tribunal had no need to scrutinise the evidential weight of the telephone transcripts. The Tribunal did not accept Person A's assertion that Mr Ali had told Client A to fabricate the cricket bat defence on the basis that it was too late to plead guilty.
- 32.13 The Tribunal scrutinised the evidence given by Client A, Person A and Mr Ali as to what had transpired at the meeting at Mr Ali's offices in or around October 2019 but found nothing to support the Applicant's allegation that Mr Ali encouraged Client A to provide the misleading cricket bat defence. The Tribunal determined that Client A consistently provided instructions, and had done since his arrest in 2017, to contest the charges and did not intend to plead guilty. The Tribunal did not accept Client A's oral

evidence that “*he had forgotten everything about the conversation*” in the restaurant in January 2017. Furthermore, the defence in the criminal proceedings, filed on 19 June 2019, set out the defence being run by Client A, several months prior to the meeting which was alleged to have taken place in October 2019.

32.14 The Tribunal found this allegation not proved.

33. **Allegation 1.4 – From August 2019 to December 2019, the Respondent provided, or caused to be provided, information to counsel, which he knew or ought to have known was misleading as to content of an audio recording of Client A, which was indicative of Client A’s guilt. In addition, for conduct prior to 25 November 2019, allegations 1.3 and 1.4 were advanced on the basis that the Respondent’s conduct was dishonest. Dishonesty is alleged as an aggravating feature of the Respondent’s misconduct but is not an essential ingredient in proving the allegation.**

Background

33.1 The full background to this allegation is set out at paragraphs 107 – 122 of the Rule 12 Statement dated 11 September 2024.

33.2 As part of the CPS case against Client A, an undercover recording of a critical conversation had been transcribed and put in evidence by the prosecution, but parts of the conversation which took place in Urdu had not been transcribed and were referred to only as a conversation “*in a foreign language*”.

33.3 As the recorded conversation included the involvement of an undercover officer, a copy of the audio was not provided to Mr Ali or to Client A. Mr Ali was instead invited to listen to the audio at a secure location, on 6 August 2019.

33.4 The following day, 7 August 2019, Mr Ali dictated an email to Ms Coulding, which was sent to Mr Pickup KC and Mr Nawaz. That email included Mr Ali’s opinion that,

“the transcript that has been provided we would say is a fair translation of the conversation which took place and the parts of the translation which are noted as “inaudible” or “undecipherable” are very much that and at best was able to pick up the odd word which does not significantly or materially affect [sic] the translation provided.”

33.5 The email also stated that a conversation had taken place between Mr Ali and Mr Pickup KC the previous day after the tape had been listened to.

33.6 Mr Pickup KC stated in evidence that Mr Ali had confirmed to him that he had listened to the recording, and particularly the Urdu conversations, explaining that the audio was “*muffled with some parts inaudible*” and “*there was nothing in there that helped us*”. Neither Mr Pickup nor Mr Nawaz was informed about the content of the Urdu conversation.

33.7 When the recording was unexpectedly played to the court, it was audible. Mr Nawaz KC understood Urdu, as did a member of the Pakistani Cricket Board present in court, and they recognised that the conversation involving Client A was evidence of his guilt.

They alerted the CPS to the content of the conversation. Client A then changed his plea to guilty.

The Applicant's Case

- 33.8 Mr Walker submitted that Mr Ali had been instructed to advise Client A of the strength of the evidence against him, and he had failed to do this. Whilst Mr Ali indicated to counsel that the material was unhelpful, as in not useful to the defence, this was a woefully inadequate and misleading assessment which failed to address the risk that the evidence posed to the integrity of the defence and the proceedings as a whole. Mr Ali failed to take instructions after hearing the recordings. As confirmed by other witnesses, and the events themselves, the recordings were also not inaudible, but clear, and were instrumental in the change of plea to guilty.
- 33.9 Mr Walker did not accept Mr Ali's position that his assessment of this evidence was adequate for the following reasons:
- The Urdu conversation was audible and its content apparent from the change of plea that occurred when it was played in court;
 - Mr Ali was fluent in Urdu (admitted at paragraph 19 of the Agreed Statement of Facts), and would therefore have understood the conversation involving Client A, which subsequently led to his change of plea;
 - The email sent to both counsel on 7 August 2019 makes no reference to the conversation in Urdu, nor to what Mr Ali understood; and
 - As a result of Mr Ali not informing counsel of the content of the Urdu conversation in the Unused Material and given the prospect that it was unlikely to be played in court, a positive case for Client A's defence could still be put forward at trial by counsel.
- 33.10 Mr Walker submitted that between 6 August and the trial beginning in December 2019, Mr Ali knew or believed that the part of the recorded conversation spoken in Urdu was indicative of Client A's guilt. Mr Ali failed to inform counsel of the actual content of that Urdu conversation, causing them to understand that there was nothing of concern, in order that a positive defence could still be put forward for Client A.
- 33.11 The Applicant's case was supported by the evidence of Mr James Pickup KC who stated his concern that neither he nor Mr Nawaz KC knew what had been said in the Urdu exchanges. In oral evidence he said he blamed himself for not insisting, prior to trial, that transcriptions be obtained. He relied on what Mr Ali told him, in a telephone call on 6 August and an email on 7 August, in the context of Mr Ali's duty to make full disclosure of matters within his knowledge.
- 33.12 Given this state of knowledge, Mr Ali could have had no genuine belief that his actions were honest, and he thereby acted dishonestly by the standards of ordinary, decent people.

The Respondent's Case

33.13 Mr Goodwin submitted that:

- Mr. Ali acted in good faith, reporting that the recording quality was poor and potentially inconsequential, rendering it largely unhelpful to the defence. As a non-native speaker of Urdu, he reasonably believed the recording's quality obscured vital details.
- Mr. Ali acted transparently and in the best interests of his client. He did not attempt to conceal evidence; he listened to the tapes of the covert recordings to check their accuracy at the request of both Counsel instructed in the case. Mr Ali said in evidence that there were better acoustics in the court room, allowing words that had been missing to be heard.
- The plea change resulted from the newly introduced, translated Urdu portions of the recording, which added incriminating details. Mr. Nawaz's statement further affirmed that this development, not any action on Mr. Ali's part, motivated Client A's guilty plea.
- Mr. Ali maintained regular communication with counsel, ensuring they were informed about all material evidence, including the recording's contents and quality. His feedback on the recording's utility was given in good faith.

33.14 Mr Nawaz KC said in oral evidence that he had been told, in conversation with either Mr Ali or Mr Pickup KC, that "*there was something that was unhelpful*" about the conversations in Urdu which had not been transcribed. Nonetheless, he was not particularly concerned about their content because Client A had obviously been involved in those conversations and had given clear instructions as to their nature. It was submitted that Allegation 1.4 was unsustainable considering the witness evidence of Mr. Nawaz.

33.15 Mr Goodwin invited the Tribunal to take into account the inherent improbability of Mr Ali deliberately misleading counsel as to the content of the Urdu tapes. He reminded the Tribunal that Mr Ali had an impeccable record as a solicitor.

33.16 Allegation 1.4 was serious and Mr Goodwin drew the Tribunal's attention to the comment of Ungood-Thomas J in *In re Dellow's Will Trusts* [1964] 1 WLR 451, 455: "*The more serious the allegation the more cogent is the evidence required to overcome the unlikelihood of what is alleged and thus to prove it.*" He noted that this approach also reflected the position adopted in authorities such as the judgment of Morris LJ in *Hornal v Neuberger Products Ltd.*[1957] 1 QB 247, 266: a court should be more certain when finding serious allegations proved than when deciding less serious or trivial matters.

33.17 Mr Goodwin returned to the test in *Ivey*. Mr Ali's actual state of knowledge and belief, at the time, was that he was acting transparently and in good faith. He was continuing to act on instructions from Client A that he was not guilty. He was supported by Mr Nawaz KC's view that the covert recording was not necessarily the principal

evidence in the case. It was irrelevant that, with hindsight, Mr Ali's belief may not have been reasonable.

- 33.18 Mr Goodwin referred the Tribunal to the Court of Appeal decision in *R v Barton Booth* [2020] EWCA Crim 575, which examined the test for dishonesty in *Ivey*. A consideration of the knowledge or belief of the accused had to include all the circumstances known, including his or her experience and intelligence, which contributed to the fact-finding exercise that had to be concluded before the objective standard could be applied. In support of his position, Mr Goodwin referred the Tribunal to character evidence in support of Mr Ali, in particular the reference of Mr Kaswar Hameed, a former Senior Officer with the Greater Manchester Police. He referred to Mr Ali as a person of integrity, reliability and strong moral character.

The Tribunal's Findings

- 33.19 The Tribunal determined that, from August to December 2019, Mr Ali did not provide, or cause to be provided, to counsel information which he knew or ought to have known was misleading as to the content of the audio recording which was indicative of Client A's guilt.
- 33.20 Whilst the Tribunal acknowledged that Mr Ali was fluent in Urdu, it was unable to determine what the Respondent did or did not hear when he listened to the recording on 6th August 2019. Contemporaneous evidence, particularly the email of 7 August 2019, was not determinative. The Tribunal accepted evidence from Mr Pickup KC that Mr Ali had referred to the Urdu conversations as "unhelpful" but was unable to determine whether this description meant 'not determinative' or whether it meant 'detrimental.'
- 33.21 The Tribunal found that the Applicant did not prove, on the balance of probabilities, the allegation against Mr Ali.

Previous Disciplinary Matters

34. Mr Ali had no previous disciplinary findings recorded against him.

Mitigation

The Respondent's Case

35. Mr Goodwin acknowledged that as dishonesty had been found against Mr Ali in respect of allegation 1.1, the presumptive sanction was a strike off, unless there are "exceptional circumstances" within the guidelines set out in *SRA v Sharma* [2010] EWHC 2022 (Admin) and *SRA v James* [2018] EWHC 3058 (Admin).
36. Mr Goodwin relied on paragraph 13 of *Sharma* in which Coulson J (now LJ) said:

"...(a) Save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the roll... That is the normal and necessary penalty in cases of dishonesty..."

(b) There will be a small residual category where striking off will be a disproportionate sentence in all the circumstances...

(c) In deciding whether or not a particular case falls into that category, relevant factors will include the nature, scope and extent of the dishonesty itself; whether it was momentary... or other a lengthy period of time...; whether it was a benefit to the solicitor..., and whether it had an adverse effect on others.”

37. Mr Goodwin asked the Tribunal to consider factors (b), proportionality, and (c), the nature, scope and extent of the dishonesty, together. He said that nothing should be excluded from the evaluation and reminded the Tribunal that it should carry out a balancing exercise. Most importantly, Mr Ali was not motivated by personal gain in his retention of client funds and they were returned in full, minimising any adverse impact on Person A. Mr Goodwin also drew the Tribunal’s attention to the fact that Mr Walker had referred, in his submissions, to the fact that this might be a case in which the Tribunal might find exceptional circumstances. Mr Walker, in response, denied that he had ever conceded that exceptional circumstances in fact existed – he had merely noted that this was a possible direction the Tribunal might take.
38. Mr Goodwin submitted that Mr Ali’s dishonest behaviour was limited in nature, scope and extent. It was a heat of the moment reaction during an isolated period, set in an extraordinary context which was outside of his control. The dishonest explanations sent in brief text messages and given on the telephone on 13th April 2020, took place between February and April 2020, which was immediately before and during the first lockdown announced by the British Government on 23 March 2020, in response to the Covid-19 pandemic. Mr Ali had never behaved in a similar way on any other occasion during his long career, either before or after the period under scrutiny.
39. At all times Mr Ali believed he was acting on instructions and in the best interests of his client. He was unable to refresh those instructions because his client was in prison. He could not visit or successfully contact him because of the pending and actual lockdown. It was these instructions that informed his responses to Person A during the relevant period. Those responses were given in the heat of the moment, as a kneejerk reaction, and were based on his belief that he was following his client’s instructions and safeguarding his confidentiality.
40. Mr Ali had conceded, as an admission in his Answer, that he had not complied with the Solicitors Accounts Rules when safeguarding Client A’s funds. He had shown genuine insight into his failing, had cooperated with the Applicant’s investigation and there was no risk of such an incident ever being repeated.
41. Mr Goodwin summarised that Mr Ali’s conduct had been, at all other times throughout his long career, exemplary, and he had been issued with unconditional practising certificates during the conduct of the investigation into this matter. Mr Ali had presented the Tribunal with an impressive set of testimonials which were persuasive that this act of dishonesty was highly out of character. In all the circumstances, Mr Goodwin asked that the Tribunal would consider what was a fair and proportionate sanction.

Sanction

Preliminary Application

42. Mr Walker sought the leave of the Tribunal to address them on the issue of sanction in the light of the very unusual circumstances of this case.
43. Mr Goodwin objected to the application on the basis that the matter was being decided by an expert Tribunal who did not need additional guidance beyond what is provided for in the SDPR.
44. The Tribunal determined that given the nature of the case and its findings, it did not require any assistance from the Applicant as regards the appropriate sanction.

The Tribunal's Findings

45. The Tribunal referred to its Guidance Note on Sanctions (11th edition – February 2025) when considering sanction. The Tribunal's overriding objective, when considering sanction, was the need to maintain public confidence in the integrity of the profession. In determining sanction, it was the Tribunal's role to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances. In determining the seriousness of the misconduct, the Tribunal had to consider Mr Ali's culpability and the harm identified, together with the aggravating and mitigating factors that existed.
46. The Tribunal found that the circumstances of this matter were complex and genuinely unusual, to such an extent that it was justified in departing from the presumptive sanction of a strike off when dishonesty had been proved. The circumstances of Mr Ali's case were in line with the residual "exceptional circumstances" category referred to in the case of *Sharma*, meaning that a strike off would be disproportionate.
47. The Tribunal found that Mr Ali was not motivated by direct personal gain. The Tribunal accepted that Mr Ali believed that he was following his client's instructions, and that doing so was his paramount responsibility. He was genuinely mistaken in this assumption. Mr Ali's dishonesty happened at a time of unprecedented social change which impacted on his ability to take instructions. This was coupled with genuine concerns about whether his client's marriage would survive his client's imprisonment, which meant he believed he was acting in his client's best interests by retaining the funds.
48. Mr Ali's misleading of a third party occurred during an isolated period and amounted to a 'moment of madness.' There was no pattern of such behaviour, risk of repetition, or risk to the public. The Tribunal distinguished Mr Ali's behaviour, on this basis, from the facts of the High Court decision of *Solicitors Regulation Authority v Sovani Ramona James* [2018] EWHC 3058 (Admin), in which the Court considered the meaning of "exceptional circumstances" and found, on the facts of that matter, that the Respondent in that case had not acted in the heat of the moment.

49. Having determined that Mr Ali should not be struck off the Roll, the Tribunal considered the seriousness of the allegations that had been proved, on the basis that the aggravating factor of dishonesty had also been proved.
50. The Tribunal found that Mr Ali was wholly responsible for his misconduct and material breaches of the Solicitors Accounts Rules. He had acted misguidedly and departed from principles of integrity and probity and breached duties of trust and confidentiality. In so doing he had caused stress and anxiety to Person A. He had caused damage to the reputation of the Solicitors' profession. He had not acted in accordance with his level of experience and the Tribunal considered that Mr Ali ought reasonably to have known that his conduct was in material breach of his obligation to protect the reputation of the profession.
51. In mitigation, the Tribunal accepted that there was not, however, direct financial loss to any party as the monies had been returned in full. Mr Ali had not intended or foreseen the harm that was in fact caused to Person A. The dishonesty was of brief duration in comparison to a long and otherwise unblemished career. Mr Ali had cooperated fully with the regulator and shown insight into the breaches outlined in allegation 1.2. The Tribunal was satisfied that this misconduct would not be repeated and there was no risk to the public.
52. The Tribunal determined that given the nature of the seriousness of the matters found proven, and Mr Ali's culpability, sanctions such as No Order or a Reprimand were inappropriate and disproportionate. Having assessed that there was no risk to the public, but that the misconduct was nonetheless very serious, the Tribunal considered that it fell within its Indicative Fine Band Level 4 (£20,000 - £70,000). The Tribunal determined that a fine in the sum of £40,000 was appropriate and proportionate to the level of seriousness of the misconduct. The Tribunal also considered that Mr Ali should undertake six hours of professional development training in respect of the Solicitors Accounts Rules and the Anti Money Laundering Regulations.

Costs

53. Mr Walker applied for costs in the sum of £50,220.00 as set out in the Schedule of Costs dated 10 November 2025. He further applied for the additional sum of £550.00, being an estimate of £350 for the interpreter's costs and £200 for Client A's travel expenses. He was unable to produce a breakdown or a receipt to support either claim.
54. Mr Goodwin confirmed that an objection was made to the claim for additional costs of £550 as they were unsupported. Mr Ali had not, however, provided a Statement of Means, as he would be able to meet any order for costs. Mr Goodwin reminded the Tribunal of its jurisdiction pursuant to Rule 43(4) SDPR and its obligation to take all relevant matters into account when determining a proportionate and reasonable order for costs.
55. In assessing costs, the Tribunal found that the case was properly brought but rejected the unsubstantiated additional claim of £550. It accepted that the Applicant's hourly rate was reasonable for a case that was complex. It took account of the Applicant's failure, however, to substantiate allegations 1.3 and 1.4. The Tribunal determined that costs in the sum of £30,000.00 were reasonable and proportionate in the circumstances.

Statement of Full Order

56. The Tribunal ORDERED that the Respondent, SHAHID ALI, solicitor, do pay a FINE of £40,000.00, such penalty to be forfeit to His Majesty the King, and that the Respondent do undertake six hours of approved professional development training within six months of today's date in respect of the Solicitors Accounts Rules and the Anti-Money Laundering Regulations 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 22nd day of December 2025

On behalf of the Tribunal

T. Cullen

T. Cullen

Chair