

# **SOLICITORS DISCIPLINARY TRIBUNAL**

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12687-2024

## **BETWEEN:**

SOLICITORS REGULATION AUTHORITY

Applicant

and

FASAR MAHMOOD

Respondent

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Before:

Mrs C. Evans (Chair)

Mr J. Abramson

Ms E. Keen

Date of Hearing: 21 May 2025

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## **Appearances**

Matthew Edwards, barrister in the employ of Capsticks, 1 St George's Road, Wimbledon, London SW19 4DR for the Applicant.

The Respondent did not attend and was not represented.

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## **JUDGMENT ON AN AGREED OUTCOME**

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## **Allegations**

1. The allegations against the Respondent, Fasar Mahmood, made by the SRA are that, while in practice as a solicitor at Tyler Hoffman Ltd (“the Firm”):
  - 1.1. On or around 15 July 2022 the Respondent misappropriated, or caused or allowed to be misappropriated, monies paid in settlement of Client OB’s personal injury claim and in doing so he breached any or all of Principles 2, 4, 5 and 7 of the SRA Principles 2019, Rule 5.1 of the SRA Accounts Rule 2019 and Paragraphs 1.2 and 1.4 of the SRA Code of Conduct 2019.
  - 1.2. Between 4 March 2019 and 31 October 2022 the Respondent created, or caused or allowed to be created, falsified documents on Client OB’s client file, including but not limited to an expert report, invoices and correspondence, and in doing so he:
    - 1.2.1. insofar as such conduct took place on or after 6 October 2011 but before 25 November 2019, acted in breach of any or all of Principles 2 and 6 of the SRA Principles 2011; and 2
    - 1.2.2. insofar as such conduct took place on or after 25 November 2019, acted in breach of any or all of Principles 2, 4, and 5 of the SRA Principles 2019, and Rule 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs 2019.
  - 1.3. On 30 May 2023 and 15 November 2023, the Respondent made false statements to the SRA investigating matters in relation to his associations with Core Rehab Ltd and in doing so he breached any or all of Principles 2, 4, and 5 of the SRA Principles 2019, and Rule 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs 2019.

## **Documents**

2. The Tribunal had before it the following documents:-
  - The Form of Application dated 20 September 2024
  - Rule 12 Statement dated 20 September 2024
  - Statement of Agreed Facts and Proposed Outcome signed by the Respondent and by the Applicant on 20 May 2025.

## **Proceeding in absence**

3. The Tribunal granted leave for the hearing to proceed in the Respondent’s absence on the basis that there was evidence before it, namely an e-mail sent on the Respondent’s behalf by his representative dated 16 May 2025, that the Respondent had been aware of the date and time of the hearing but had made the active decision not to attend. His absence was therefore voluntary and there was no need for an adjournment.

### **Application for leave to submit a proposal for an Agreed Outcome**

4. The parties lodged the application less than 28 days before the date of the substantive hearing and therefore required the leave of the Tribunal to submit the Agreed Outcome proposal.
5. The Applicant and, through the Applicant, the Respondent apologised for the late submission, which was regrettable and no discourtesy to the Tribunal had been intended. The parties stated that they had been aware of their responsibilities and obligations under the Tribunal's rules.
6. The SRA noted that an agreement in principle regarding sanction had been reached in January 2025, yet it had taken some time for agreement on the (i) contents of the Agreed Outcome and (ii) costs. Agreement on these points was reached between the parties on 16 May 2025. Whilst the Respondent accepted at an early stage that his conduct was dishonest, the wording and framing of the admissions, as well as the underlying facts he was prepared to admit, required very careful consideration.
7. The parties considered that the Agreed Outcome proposal to be in accordance with the Overriding Objective (Rule 4 of the SDPRs) and would assist the Tribunal in concluding proceedings expeditiously, in a just manner and at proportionate cost to the parties and the Tribunal, without incurring the costs of attending a substantive hearing.

### **The Tribunal's decision on leave**

8. The Tribunal noted the explanation for the delay. The Tribunal has consistently stated that the reason for the time limit is that there is time to convene a different division of the Tribunal (to that which is listed to hear the substantive hearing) to consider the Agreed Outcome. If the division listed to hear the substantive case considers the Agreed Outcome, and declines to approve it, there is a likelihood that the substantive hearing date will be lost as the Tribunal members who were listed to sit would have to recuse themselves.
9. The late submission of such applications therefore interferes with the Tribunal's ability to list matters appropriately.
10. That said, given the Respondent's circumstances and the proposal set out in the Agreed Outcome, the Tribunal decided to grant the parties leave to submit the proposal.

### **Application for the matter to be resolved by way of Agreed Outcome**

11. The parties invited the Tribunal to deal with the allegations against the Respondent in accordance with the Statement of Agreed Facts and Outcome annexed to this Judgment. The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions.
12. The Respondent admitted all allegations (1 to 1.3) and all associated breaches of the Principles, including dishonesty, and Code of Conduct and Rules.

## **Factual Background**

13. The Respondent was a solicitor having been admitted to the Roll on 1 June 2018. At the relevant time, he was a consultant solicitor at Tyler Hoffman Ltd (“the Firm”), where he practiced in criminal and personal injury law. He later became a director of Fraser Masood Ltd, based in Huddersfield and where he was its COLP and COFA. The Respondent held a current practising certificate with no conditions or interventions.

## **Findings of Fact and Law**

14. The Applicant was required to prove the allegations on a balance of probabilities. The Tribunal had due regard to 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.
15. The Tribunal reviewed all the material before it and was satisfied on a balance of probabilities that the Respondent’s admissions were properly made.

## **Sanction**

16. The Tribunal considered the Guidance Note on Sanction (11th Edition). The Tribunal’s principal objective when considering sanction was the need to maintain public confidence in the integrity of the profession. 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 Respondent’s culpability and harm identified together with the aggravating and mitigating factors that existed.
17. The Respondent admitted the allegations made against him which included allegations of dishonesty and lack of integrity. Whilst the Tribunal noted the Respondent’s earnest apology and his full explanation for his conduct, it found that he had embarked on a course of calculated and outright dishonest behaviour.
18. Given the seriousness of the misconduct, the Tribunal considered that a Reprimand, Fine, Restriction Order or Suspension would not be adequate sanctions. The Tribunal found that, given the admission of dishonesty and in the absence of exceptional circumstances, it had no alternative but to strike the Respondent off the Roll of Solicitors.

## **Costs**

19. The parties agreed that the Respondent should pay costs in the sum of £25,000. The Tribunal determined that the agreed amount was reasonable and appropriate. Accordingly, the Tribunal ordered that the Respondent pay costs in the agreed sum.

## **Statement of Full Order**

20. The Tribunal ORDERED that the Respondent, FASAR MAHMOOD 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 £25,000.00.

Dated this 11<sup>th</sup> day of June 2025  
On behalf of the Tribunal

*C. Evans*

C Evans  
Chair

**BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL**

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

**AND IN THE MATTER OF:**

**SOLICITORS REGULATION AUTHORITY LIMITED**

**Applicant**

**and**

**FASAR MAHMOOD**

**Respondent**

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**AGREED STATEMENT OF FACTS AND OUTCOME**

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1. By a statement made by Hannah Victoria Lane on behalf of the Applicant, the Solicitors Regulation Authority Limited ("SRA"), pursuant to Rule 12 of the Solicitors (Disciplinary Proceedings) Rules 2019, dated 20 September 2024 ("Rule 12 statement"), the SRA brought proceedings before the Tribunal making allegations of misconduct against the Respondent. The matter has been listed for a substantive hearing to commence on 20 May 2025.
2. Definitions and abbreviations used herein are those set out in the Rule 12 Statement. The numbering of the allegations as outlined in the Rule 12 statement has also been retained in this document for ease of reference.

**The Allegations**

3. The allegations made by the Applicant against the Respondent, Fasar Mahmood, (SRA ID: 582359) are that, while in practice as a solicitor at Tyler Hoffman Ltd ("the Firm"):
  - 1.1. On or around 15 July 2022 the Respondent misappropriated, or caused or allowed to be misappropriated, monies paid in settlement of Client OB's personal injury claim and in doing so he breached any or all of Principles 2, 4, 5 and 7 of the SRA Principles 2019, Rule 5.1 of the SRA Accounts Rule 2019 and Paragraphs 1.2 and 1.4 of the SRA Code of Conduct 2019.

- 1.2. Between 4 March 2019 and 31 October 2022 the Respondent created, or caused or allowed to be created, falsified documents on Client OB's client file, including but not limited to an expert report, invoices and correspondence, and in doing so he:
  - 1.2.1. insofar as such conduct took place on or after 6 October 2011 but before 25 November 2019, acted in breach of any or all of Principles 2 and 6 of the SRA Principles 2011; and
  - 1.2.2. insofar as such conduct took place on or after 25 November 2019, acted in breach of any or all of Principles 2, 4, and 5 of the SRA Principles 2019, and Rule 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs 2019.
- 1.3. On 30 May 2023 and 15 November 2023, the Respondent made false statements to the SRA investigating matters in relation to his associations with Core Rehab Ltd and in doing so he breached any or all of Principles 2, 4, and 5 of the SRA Principles 2019, and Rule 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs 2019.

### **The Respondent's Admissions**

4. The Respondent admits Allegations 1.1, 1.2 and 1.3 and the associated breaches of the Principles and Codes of Conduct referred to, as set out in this document.
5. The Parties invite the Tribunal to approve this Agreed Outcome on this basis. The Parties consider, in all the circumstances that the proposed Agreed Outcome represents a proportionate outcome to the proceedings which is in the public interest. The SRA has considered the admissions being made and whether those admissions, and the outcomes proposed in this document, meet the public interest having regard to the gravity of the matters alleged. For the reasons explained below, and subject to the Tribunal's approval, the SRA is satisfied that the admissions and outcome do satisfy the public interest.

### **Background**

6. The Respondent, who was born on 14 June 1990, is a solicitor having been admitted to the Roll on 1 June 2018. At the relevant time, he was a consultant solicitor at Tyler Hoffman Ltd ("the Firm"), where he practiced in criminal and personal injury law. He is now a director of Fraser Masood Ltd, based in Huddersfield, where he practises in criminal law. He is its COLP and COFA. The Respondent holds a current practising certificate with no conditions or interventions.

### **Agreed Facts in Support of the Allegations**

7. On 4 March 2019, Client OB instructed the Firm in respect of a potential personal injury claim following an accident at her workplace. She did this through Mr Anil Basra, a contact provided to her by a friend. She thought Mr Basra was a solicitor, although he is not, but served as an introducer to the Respondent and the Firm. The Respondent was, at the time, a consultant working for the Firm on a fee share agreement.
8. Client OB had little contact with the Respondent and would use the Respondent's services indirectly by communicating through Mr Basra over WhatsApp, who would, in turn communicate with the Respondent. Whilst Client OB understood Mr Basra to be a solicitor, she knew that the Respondent had conduct of her case. Mr Basra told her that the claim was on a no win no fee basis.
9. Client OB's claim took just over three years to conclude, with minimal contact with Mr Basra or the Respondent during that time period. After she received the settlement figure, which was £3,800, she expressed her dissatisfaction to Mr Basra that it was much lower than she was expecting. On 15 July 2022, Client OB had a phone call with the Respondent, who told her that it was a good offer and she therefore accepted it.
10. OB's claim was in fact settled for £8,500 plus costs, which was more money than Client OB had been told by the Respondent. The Firm's client account received £8,500 damages and £3,915 costs from "*Travelers Insurance*", whereas Client OB was paid only £3,800.
11. The FIO established that £2,555 of the settlement money which the Firm received, was used to pay a company called Core Rehab Ltd ("Core Rehab") for services that Client OB maintains she did not request or receive: namely physiotherapy treatment and a psychologist's assessment. This was deducted from the £8,500 settlement figure. Client OB's client file retrieved from the Firm contains documents that records conversations with the Client OB that purport to approve the instruction of a physiotherapist, CBT treatment and an expert psychologist. Client OB states that none of these conversations happened, and that she only spoke to the Respondent on the telephone once, in July 2022.
12. The FIO's investigation demonstrates that the Respondent is financially linked to Core Rehab. The Respondent's wife was the sole signatory on one of Core Rehab's bank accounts, which was the same account that the Firm paid the £2,555 to Core Rehab from Client OB's settlement into.
13. In summary, the SRA alleges that the Respondent:
  - 13.1 Misappropriated settlement monies which were due to Client OB (Allegation 1.1);
  - 13.2 Created (or caused or allowed to be created) falsified documents on Client OB's file (Allegation 1.2);
  - 13.3 Made false statements to the SRA during its investigation (Allegation 1.3).



### Allegation 1.1

#### *Settlement of claim*

14. Client OB's client file documents that her claim was settled for £8,500, as shown by a letter on the file to Travelers Insurance, the third-party insurer. The letter states that the insurer had accepted the Firm's offer of £8,500 and to pay its reasonable costs. An accompanying costs schedule details that the Firm's costs were £3,915.00. The sums were to be paid within 7 days of the letter, which is undated.
15. Client OB states that, during her only telephone call with the Respondent, which was in July 2022, the Respondent informed her that her claim settled for £3,800. She was told that it was a good offer, and she accepted it. This did not, of course, reflect the £8,500 settlement figure accepted by Travelers Insurance.
16. There is a document on the client file which suggests that the date of this conversation is 29 June 2022. The SRA's position is that this is a false document created, or caused to be created, by the Respondent (see Allegation 1.2) but the fact of a conversation and the approximate date is consistent with Client OB's recollection.
17. As noted in paragraph 14 above, the letter to Travelers Insurance is undated. It is unclear whether this pre-dated or post-dated the Respondent's call with Client OB. Nevertheless, the client ledger records that on 11 July 2022, the Firm received £3,915.00 (costs) and £8,500.00 (damages) into its client account. It is of note that the entries in the client ledger were made retrospectively on 22 March 2023, which is a week after the Applicant's Forensic Investigation commenced.

#### *Payment to Client OB*

18. The Firm's bank statement records that a payment of £3,800.00 was made to Client OB on 15 July 2022. The client ledger also records that, on 15 July 2022, payment of £3,800 was made in respect of damages. This is consistent with Client OB's account that she received £3,800. Again, it is of note that the entry in the client ledger was made on 8 April 2023. There exists a letter dated 15 July 2022 on the client file, with the Respondent's reference, confirming that the Firm had transferred £3,800.00 in full and final settlement.

#### *Payments to Core Rehab*

19. Core Rehab (Company No. 12197677), was a company that purported to provide or procure rehabilitation services for personal injury clients. It was incorporated on 9 September 2019 and dissolved on 20 April 2021.
20. On 15 July 2022, the Firm deducted £2,555 from this amount for the purported services of Core Rehab and paid it from Client OB's ledger on the client account into Core Rehab's Barclays Bank Plc account.
21. The client ledger, records that three payments (£675, £800 and £1,080) totalling £2,555 were made for "physio" on 15 July 2022. The Firm's bank statement confirms that the three payments were made to Core Rehab on the same date. References against the

payments to “PHY122519377”, “PSY1225FM53” and “CBT122519144” mirror the references on the invoices for purported services for physiotherapy, a psychological assessment and cognitive behavioural therapy (CBT).

#### *Core Rehab*

22. Consistent with these payments, documents on Client OB’s client file purport to show that the Firm instructed Core Rehab in relation to Client OB’s claim for the following services:

- 22.1 Cognitive Behavioural Therapy (“CBT”), evidenced by a Core Rehab invoice;
- 22.2 Physiotherapy – evidenced by a Core Rehab invoice; and
- 22.3 A psychological assessment and report – evidenced by a Core Rehab invoice, a psychological report dated 10 March 2021 and a letter from Tyler Hoffman to Core Rehab dated 29 January 2021 instructing Core Rehab to procure a psychologist’s expert report.

23. Client OB denies using the services of Core Rehab, using any CBT or physiotherapy treatments or psychological assessment through the Firm, and denies knowing the company Core Rehab. Her account is supported by that of her boyfriend, who has also provided a statement confirming that Client OB did not have the services of Core Rehab.

24. None of these services were included in the Schedule of Costs sent to the insurer, again consistent with the position that they were not used.

25. The SRA’s position is that the services of Core Rehab were not used, and the documents referred to above in support of the payments are false. The falsification of documents is the subject matter of Allegation 1.2 and, in support of this allegation, the Applicant also relies on the facts and matters in support of Allegation 1.2 below.

#### *Arrangements between the Respondent, his wife and Core Rehab*

26. As referred to above, Core Rehab was incorporated on 9 September 2019 and dissolved on 20 April 2021, during the time that the Respondent worked as a consultant for the Firm. Companies House records showed Mr Zishan Rauf was the sole director and the only person with significant control of Core Rehab.

27. The Firm instructed Core Rehab in numerous personal injury matters. The Respondent was the only fee earner at the Firm that used Core Rehab. Mr Akbar, in response to questions from the FIO, stated *“I can confirm that the only Fee Earner that used Core Rehab was Mr Mahmood. I understood this to be because Mr Mahmood previously used them and had good working relations with them”*.

28. The Firm paid Core Rehab into four different bank accounts. Those bank accounts were as follows:

- 28.1 Santander UK Plc, account number: 51038135;

- 28.2 Lloyds Bank Plc, account number: 838767768;
- 28.3 Barclays Bank Plc, account number: 70985643; and
- 28.4 NatWest Bank Plc, account number: 21729735.
29. The FIO obtained account information from each of the four bank accounts from Core Rehab.
30. Mr Rauf was the sole signatory on three of the four bank accounts; those held at Lloyds Bank Plc, Santander UK Plc and NatWest Bank Plc.
31. The Respondent's wife, Mrs Hajra Bibi, was the sole signatory for the bank account held with Barclays Bank Plc. The email address associated with the bank account was [REDACTED]
32. The FIO, at paragraph 21 of her financial investigation report, identifies the following evidence linking Mrs Hajra Bibi to the Core Rehab Barclays account:
- 32.1 Mrs Hajra Bibi was the sole signatory and held access to online banking.
- 32.2 The correspondence address for the bank account was [REDACTED], Halifax, HX1 [REDACTED], which is also the home address held by the SRA for the Respondent. In the Respondent's interview with the FIO on 15 November 2023, he accepted that address as being an address he lived in until around 2020.
- 32.3 Several transfers had been made to a personal bank account in Mrs Bibi's name (
33. Between September 2018 and December 2022, the Firm paid a total of £265,847.31 into the four Core Rehab bank accounts above.
34. The Respondent received payments from bank accounts linked to Core Rehab.
- 34.1 On 23 October 2019 a payment of £50 was made to the Respondent from Core Rehab's NatWest account.
- 34.2 On 12 July 2021 a payment of £850 was made to the Respondent from Core Rehab's Santander Account.
- 34.3 Core Rehab's Barclay's account, set up and controlled by Mrs Bibi, shows payments of £1,500 on 21 February 2018 and £5000 on 5 March 2019 to the Respondent. On 30 January 2019 this account also made a payment of £2,000 to Legalwise Assist Ltd, the Respondent's personal company.
- 34.4 29 other payments totalling £64,310 were made from Core Rehab's Barclays account to a personal account in Mrs Bibi's name
- That personal account shows payments totalling £6,500 to Legalwise Assist Ltd and £59,745 to the Respondent. The Respondent received a total of £61,745 into his personal account from the bank accounts associated with Core Rehab. Legalwise Assist Ltd received

£8,500 from bank accounts associated with Core Rehab, including via Mrs Bibi's personal account.

34.5 The Respondent's personal company, Legalwise Assist Ltd, also paid 8 payments of £799.04 each amounting to a total of £6,392.32 into Core Rehab's Santander UK Plc bank account with the reference "wage".

35. During the Respondent's interview with the FIO on 15 November 2023, he confirmed that he had control over the bank account of Legalwise Assist Ltd. He also accepted in interview that his wife is a "full-time housewife" and expressed his surprise in interview at the suggestion that she had anything to do with Core Rehab.

#### *Onward payment of Client OB's monies to the Respondent and his wife*

36. As referred to above, £2,555 was deducted from OB's damages and paid to Core Rehab on 15 July 2022. A further three payments were made to Core Rehab by the Firm on the same day. The total of these payments (including £2,555 for OB's claim) was £4,855. These payments were made to Core Rehab's Barclays account, owned by Mrs Hajra Bibi, the Respondent's wife. That same day, there was a transfer of £4,850 from Core Rehab's Barclays account to Mrs Hajra Bibi's personal Barclays account. Bank statements from that personal account showed on that day a payment of £4,900 was made to the Respondent with the reference "repayment".

### Breaches

#### *SRA Accounts Rule 2019*

37. Rule 5.1 of the SRA Accounts Rules 2019 provides that: "You only withdraw client money from a client account: (a) for the purpose for which it is being held; (b) following receipt of instructions from the client, or the third party for whom the money is held".

38. Once the £8,500 damages entered the client account, it is admitted by the Respondent that it could only be withdrawn for that purpose (i.e. payment to Client OB) and on Client OB's instructions. A portion of the client monies were withdrawn to pay Core Rehab for non-existence services and then onwards transmission to the Respondent and his wife. They were not withdrawn for payment to Client OB and Client OB did not authorise the payment to Core Rehab. As such, the Respondent admits that Rule 5.1 was breached.

#### *SRA Principles 2019*

##### *Principle 4 – Act with honesty*

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

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

41. At the time that the Respondent claimed for the £2,555 for the activities of Core Rehab from OB’s settlement figure, he knew the following matters:

41.1. Core Rehab had not provided any or all of the services to Client OB which were invoiced for;

41.2. His wife was the signatory of the Core Rehab Barclay’s Bank account which the £2,555 was transferred to;

41.3. Neither he nor his wife were entitled to receive any monies personally from Client’s OB’s settlement;

41.4. He had purported to settle the claim for £8,500 but had informed Client OB that it had settled for £3,800 and that £3,800 was a good offer.

42. In those circumstances, the Respondent admits he was dishonest by the standards of ordinary decent people.

*Principle 5 – Act with integrity*

43. By misappropriating monies paid in settlement of Client OB’s personal injury claim, and misleading Client OB about the same, the Respondent failed to act with integrity, i.e. with moral soundness, rectitude and steady adherence to an ethical code. In *Wingate v Solicitors Regulation Authority v Malins [2018] EWCA Civ 366*, it was said that integrity connotes adherence to the ethical standards of one’s own profession. A solicitor acting with integrity would not have paid money from a client’s settlement to a company he had a financial interest in for work that was not carried out. The Respondent admits therefore he breached Principle 5 of the SRA Principles 2019.

*Principle 2 Maintain public trust*

44. The conduct alleged also amounted to a breach by the Respondent of the requirement to behave in a way which maintains the trust placed by the public in them and in the provision of legal services. Public confidence in the Respondent, in solicitors and in the provision of legal services is likely to be undermined by the Respondent misappropriating monies paid in settlement of a client’s personal injury claim to company that the Respondent had a financial interest in, that company having raised claims for services that were never

provided to the client. The Respondent therefore admits breaching Principle 2 of the SRA Principles 2019.

*Principle 7 Act in the best interests of each client*

45. The conduct alleged also amounted to a breach by the Respondent of the requirement to act in the best interests of each client which the Respondent admits. The Respondent has not acted in Client OB's interests by misappropriating funds from her settlement, causing her financial loss as she did not receive the full amount of damages paid to her from the third party insurer. He also misled her.

*Rule 1.2: You do not abuse your position by taking unfair advantage of clients or others*

46. The Respondent admits that he misappropriated funds from Client OB's settlement agreement, and misled Client OB to believe that the total sum of their settlement was £3,800, when it was in fact £8,500. The Respondent admits that in doing so he acted in breach of Rule 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs 2019. The Respondent also admits abusing his position of trust and taking unfair advantage of Client OB, and on doing so breached Rule 1.2 of the SRA Code of Conduct for Solicitors, RELs and RFLs 2019

*Rule 1.4: You do not mislead or attempt to mislead your clients, the court or others*

47. The Respondent also admits abusing his position of trust and taking unfair advantage of Client OB, and on doing so breached Rule 1.2 of the SRA Code of Conduct for Solicitors, RELs and RFLs 2019.

Allegation 1.2

48. On 12 September 2023 the Firm sent Sharon Jensen the client file belonging to OB, which was retrieved from a storage unit.

*Correspondence records*

49. The client file contained the following correspondence documents:

- 49.1. A telephone attendance note dated 3 July 2019, which states that the Respondent had spoken to the client to discuss injuries and case progression. The note said the client would like treatment for physiotherapy and the client was advised this had been arranged.
- 49.2. A telephone attendance note dated 26 January 2021, which states that the Respondent had spoken to the client to discuss injuries. The note said that the client would like an examination by a psychologist and was willing to fund the cost.
- 49.3. A letter from Tyler Hoffman to Core Rehab dated 29 January 2021, which instructed Core Rehab to carry out a psychologist expert report.
- 49.4. A telephone attendance note dated 29 June 2022, which states that the Respondent had spoken to the client at 10.16am. Discussions included the medical records and

the psychologist's report. A second telephone attendance note that day records that the Respondent spoke to OB and advised her of the global offer received from the third-party insurer and discussed the deductions that would need to be deducted for the psychologist's report that had not been used. The note said that the client would like to accept the offer and was happy with the deductions.

50. Client OB, in her witness statement dated 17 October 2023, denies that these conversations happened. The only direct contact that Client OB had with the Respondent was in a telephone conversation in July 2022. In that conversation, the Respondent told Client OB that she was awarded £3,800 for her accident and was still waiting for the loss of income claim. Client OB stated that she wanted to take the case to court. The Respondent responded that she could not afford it as it would cost £10,000. The Respondent told Client OB that it was a good offer and Client OB accepted the offer of £3,800.

51. Client OB denies having a conversation with the Respondent about physiotherapy or a psychologist. She states in her witness statement, *"I have never had any physio assessment or treatment with Core Rehab or anyone else through Tyler Hoffman. I have never received a CBT assessment or treatment sessions in person or remotely from Core Rehab or anyone else through Tyler Hoffman"*.

52. Client OB exhibits a series of WhatsApp messages discussing her claim with Mr Basra. She states that this is how she would discuss her claim, and that Mr Basra was the main point of contact. The content of those messages supports this account, particularly:

52.1. On 15 January 2020, Mr Basra states he will pass on Client OB's assessment from the job centre to "legal team".

52.2. On 6 June 2020, 20 August 2020, and 8 September 2020, Client OB asks Mr Basra for an update on her compensation.

52.3. On 25 January 2021, Mr Basra sends Client OB the Respondent's email address: [fm@tylerhofmman.co.uk](mailto:fm@tylerhofmman.co.uk) and the reference number for her case at the Firm [FM3720/19]. This appears to be in the context of Client OB trying to claim for her orthopaedic appointment. Mr Basra sends *"send me your bill and I try and claim it back too"*.

52.4. On 9 April 2021, Client OB asks Mr Basra again for an update on her compensation.

52.5. On 25 October 2021, Client OB again asks Mr Basra again for an update on her compensation.

52.6. On 3 November 2021, he responds *"update from solicitors today"*.

52.7. On 16 December 2021, and 18 January 2022 Client OB asks Mr Basra for an update on her compensation.

52.8. On 15 July 2022, Mr Basra wrote to Client OB *"Hi [Client OB] for this from legal team they have settled your injury claim at £3,800 but not the loss of wages yet"*.

Mr Basra and Client OB discuss the settlement amount, Mr Basra sending messages which appear to be from FM to himself justifying the amount: “[Client OB], *that’s for her PI only. Still working on her loss of earnings claim settlement which I need to discuss... If you get me her bacs details I can get her payment in tomorrow also. | shes got serious previous issues and didnt do good on medicals, her problems have ben pre-existing mainly | and doctors put some of her injuries down to existing mental health issues.*”

53. The Respondent admits falsifying the correspondence listed in paragraph 48 to record conversations that did not happen or record the details of those conversations inaccurately.
54. The Respondent falsified this correspondence for the reasons outlined in his interview with the FIO, namely to influence “*settlement and also breakdown of figures there in terms of the deductions*”.

#### *Invoices*

55. The client file also contained invoices for Core Rehab, totalling £2,555 as follows:
- 55.1. Psychological assessment and report for £1,080 dated 15 April 2021.
  - 55.2. Physiotherapy assessment, 12 treatment sessions and a discharge report for £800 dated 26 July 2021.
  - 55.3. CBT assessment, CBT treatment sessions and a discharge report for £675 dated 15 January 2022. There is a duplicate invoice but for £900.
56. It is noted that these invoices reflect the payments made by the Firm to Core Rehab, totalling £2,555 on 15 July 2022.
57. The Respondent admits that the services did not take place and that the invoices were created by him and were false.

#### *Psychological report of Dr M*

58. The client file also contained a psychological report from a Dr M dated 11 March 2021.
59. For the same reasons as above, the Respondent created this false report to be placed on Client OB’s file.

#### Breaches

##### *SRA Principles 2011 & 2019*

##### *Dishonesty / Principle 2 of the SRA Principles 2019 (Act with honesty)*

60. When making correspondence records that documented conversations with Client OB about Core Rehab, letters, invoices or an expert’s report, or directing those same records to be made, the Respondent knew the following matters:
- 60.1. He had not discussed physiotherapy treatment with Client OB;
  - 60.2. He had not discussed obtaining a psychologist’s report with Client OB;



- 60.3. He had not discussed CBT treatment with Client OB;
- 60.4. Client OB had not had any physiotherapy treatment through Core Rehab;
- 60.5. Client OB had not had any CBT through Core Rehab;
- 60.6. Client OB had not had a psychological assessment from Dr M through Core Rehab.

61. These documents were falsified by the Respondent himself, in order to provide an improper justification for the transfer of funds to Core Rehab (and in turn, either directly or indirectly, to his wife and/or himself).

62. In those circumstances, the Respondent admits he was dishonest by the standards of ordinary decent people.

*Principle 2 of the SRA Principles 2011 and Principle 5 of the SRA Principles 2019 (Act with integrity)*

63. By falsifying, or directing to be falsified, documents/correspondence records to be placed on Client OB's client file, the Respondent admits failing to act with integrity, i.e. with moral soundness, rectitude and steady adherence to an ethical code. In *Wingate v Solicitors Regulation Authority v Malins [2018] EWCA Civ 366*, it was said that integrity connotes adherence to the ethical standards of one's own profession. A solicitor acting with integrity would not have been knowingly involved in the placement of falsified correspondence records on a client's file. The Respondent therefore breached Principle 5 of the SRA Principles 2019.

*Principle 6 of the SRA Principles 2011 and/or Principle 2 of the SRA Principles 2019 (Uphold public trust)*

64. The Respondent admits his conduct breached of the requirement to behave in a way which maintains the trust placed by the public in them and in the provision of legal services. Public confidence in the Respondent, in solicitors and in the provision of legal services is likely to be undermined in any event by the Respondent falsifying documents or causing that to be done, but especially in circumstances where that falsified material is used in the misappropriation of monies from a client. The Respondent therefore admits breaching Principles 6 of the SRA Principles 2011 and/or Principle 2 of the SRA Principles 2019.

*Rule 1.4: You do not mislead or attempt to mislead your clients, the court or others*

65. By falsifying documents to be placed on Client OB's client file, the Respondent allowed any person reviewing Client OB's client file to believe that the documents were genuine and the content of those documents were true. Those representations in turn may mislead any person reviewing Client OB's client file to conclude the payments to Core Rehab were for a legitimate purpose and not for the financial benefit of the Respondent. The Respondent therefore admits breaching Rule 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs 2019.

### Allegation 1.3

66. On 30 May 2023, the Respondent sent a letter to the FIO in response to a request for information about the Respondent's relationship with Core Rehab and Mr Rauf. In that letter, the Respondent stated that he did not have any relationship or association with Core Rehab and the company was purely instructed to provide treatment services to clients to assist with their claim for personal injuries suffered.
67. On 15 November 2023, in an interview with the FIO, the Respondent was asked to explain the assertion in his 30 May 2023 email that he had no relationship or association with Core Rehab. The Respondent answered: *"It's – well what I essentially mean by that was, I've got no connections with them, whether that be physically or financially if that makes sense. They're essentially a company that we used for the treatment, to provide treatment for clients"*.
68. The Respondent was asked to explain his links to the Core Rehab bank account after being presented with a number of documents which appeared to undermine the account he had given to the SRA. He declined to provide an answer.
69. The Respondent admits the statements made to the SRA on 30 May 2023 and 15 November 2023 are not true.

### Breaches

#### *Principle 4 of the 2019 Principles (Act with honesty)*

70. At the time that the Respondent made the statements to the SRA investigators on 30 May 2023 and 15 November 2023, the Respondent knew the following matters:

- 70.1 His wife was the signatory of one of Core Rehab's bank accounts;
- 70.2 That bank account was registered to his previous address;
- 70.3 That bank account used an email address bearing his name;
- 70.4 He personally received money from Core Rehab;
- 70.5 His wife personally received money from Core Rehab;
- 70.6 His personal company, Legalwise Assist Ltd., received money from Core Rehab; and
- 70.7 Legalwise Assist Ltd., paid money into Core Rehab's bank accounts.

71. The Respondent admits seeking to conceal this information from the SRA as it would inevitably reveal the motivation behind the misappropriation of the client monies. In those circumstances, the Respondent was dishonest by the standards of ordinary decent people.

#### *Principle 5 of the 2019 Principles (Act with integrity)*

72. By making false statements to his professional regulator in the context of an investigation into fraudulent activity relating a client of his and a company he was connected to, the Respondent failed to act with integrity. A solicitor acting with integrity

would not have made such false statements. The Respondent therefore admits breaching Principle 5 of the SRA Principles 2019.

*Principle 2 of the 2019 Principles (Uphold public trust)*

73. The conduct alleged also amounted to a breach by the Respondent of the requirement to behave in a way which maintains the trust placed by the public in them and in the provision of legal services. Public confidence in the Respondent, in solicitors and in the provision of legal services is likely to be undermined by the Respondent making false statements to his professional regulator in the context of an investigation into fraudulent activity relating a client of his and a company he was connected to. The Respondent therefore admits breaching Principle 2 of the SRA Principles 2019.

*Rule 1.4: You do not mislead or attempt to mislead your clients, the court or others*

74. By attempting to mislead the SRA about his relationship with Core Rehab, the Respondent admits breaching of Rule 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs 2019.

### Non-Agreed Mitigation

75. The following points are advanced by way of personal mitigation on behalf of the Respondent. Their inclusion in this document does not amount to adoption or endorsement of such points by the SRA:

[illegible]



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[illegible]

106. *Once more I apologise to my family, the profession and the public at large and I do recognise, understand and appreciate the effect that my actions have had in a wider sense and specifically to the client whose file forms the basis of the admitted charges against me*

### Proposed Sanction

107. The parties invite the Tribunal to determine that the appropriate sanction is for the Respondent to be struck off the Roll of Solicitors.

108. The parties consider and submit that in light of the admissions set out above the proposed outcome represents a proportionate resolution of the matter, consistent with the Tribunal's Guidance Note on Sanction (11<sup>th</sup> Edition).
109. Subject to the Tribunal's approval, it is agreed that the Respondent should be struck off the Roll of Solicitors. Absent exceptional circumstances, this is the "normal and necessary penalty in cases of dishonesty": *SRA v Sharma* [2010] EWHC 2022 (Admin), per Coulson J at [13]. There are no exceptional circumstances here.
110. The sanction outlined above is considered to be in accordance with the Tribunal's Guidance Note on Sanctions (11th edition) taking into account the guidance set out in *Fuglers & Ors v Solicitors Regulation Authority* [2014] EWHC 179 (as per Popplewell J) and as set out in the guidance at paragraph 8.
111. The misconduct giving rise to the allegations is very serious and of the highest level. Given the nature of the alleged misconduct, lesser sanctions such as a Restriction Order, Reprimand, Fine, or Suspension would not be adequate or suitable. To safeguard the integrity of the legal profession, it is necessary to prevent the Respondent from continuing to practise, consistent with similar previous decisions reached in other cases. The protection of the public from risk of harm and the protection of the reputation of the legal profession justifies striking off the Roll.
112. This assessment takes into account that the level of the Respondent's culpability in respect of the allegations above is high as:
- 112.1 The Respondent acted in a way to conceal and misappropriate funds from his client in proceedings for personal benefit;
  - 112.2 The conduct cannot be described as spontaneous, but continued over a protracted period of no less than three years, and included several dishonest actions from the Respondent throughout this period;
  - 112.3 The Respondent as the fee earner in the matter had direct control of or responsibility for the circumstances giving rise to the misconduct;
  - 112.4 The Respondent sought to deliberately mislead the regulator investigating this matter.
- 113 As to the harm caused, the admitted failures and breaches of the Code and Principles caused Client OB to be misled and to cause financial loss. In addition, it is considered that there was significant harm to the reputation of the profession as a result. That harm was foreseeable.
- 114 As to the principal factors which aggravate the seriousness of the misconduct:
- 114.1 The Respondent's conduct was dishonest;
  - 114.2 The misconduct was deliberate, calculated and repeated;
  - 114.3 The misconduct occurred over a period of time;
  - 114.4 The Respondent abused his position of power/authority; and

114.5 The misconduct was such that the respondent knew or ought reasonably to have known that the conduct complained of was in material breach of obligations to protect the public and the reputation of the legal profession.

115 As to the principle factors which mitigate the seriousness of the misconduct:

115.1 The Respondent has made open admissions to all Allegations at an early stage in these proceedings.

115.2 The Respondent has no previous disciplinary findings.

## **COSTS**

116 Subject to the approval of this Agreed Outcome Proposal, it is agreed that the Respondent will contribute £25,000.00 to the SRA's costs of the Application and Enquiry, including VAT.

  
Signed:

For and on behalf of the Respondent

Date: 20 May 2025

  
Signed:

For and on behalf of the SRA

Date: