

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12637-2024

## BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

YUSUF JAMAL SIDDIQUI

Respondent

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Before:

Mr D Green (in the Chair)

Mrs L Murphy

Mrs C Valentine

Date of Hearing: 31 January 2025 and 16 April 2025

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## Appearances

Michael Colledge Solicitor in the employ of Blake Morgan LLP, New Kings Court, Tollgate, Chandlers Ford, Eastleigh, SO 53 3LG, instructed by the Applicant.

Lateef. O Yusuff, Barrister, instructed by Lawdit Solicitors, 4 Brunswick Place Southampton SO15 2AN, for the Respondent.

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## JUDGMENT

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## **Allegations**

1. The allegations against the Respondent, Yusuf Jamal Siddiqui, made by the SRA are that, whilst in practice as a Solicitor sole practitioner at YJS Legal, 18 Golders Green Road, London, NW11 8LL (“the Firm”) he:
  - 1.1 From, at least 18 December 2020 to 31 January 2023, failed to maintain accurate contemporaneous and chronological records in the books of accounts and in doing so failed to show that the Firm held sufficient funds in its client bank account to match its liabilities to clients and thereby breached Rule 8.1 and/or Rule 8.3 of the SRA Accounts Rules (“SRA AR”).
  - 1.2 On or around 20 November 2022, in relation to the transfer of a property (“the Property”) from his client, Client A, to another of his clients, Ms Z, failed to conduct a proper assessment of Client A’s capacity to provide instructions and thereby breached any or all of Principles 2, 5 and 7 of the SRA Principles 2019 (“the Principles”) and Paragraph 3.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs 2019 (“the Code”).
  - 1.3 From at least 18 November 2022 and throughout the period of the retainer (to at least 5 December 2022), acted for and was instructed by both Client A and Ms Z and, in doing so, acted where there was a conflict, or a significant risk of a conflict of interest, arising between the interests of the two clients and thereby breached any or all of Principle 2 and/or 7 of the Principles and Paragraph 6.2 of the Code.
  - 1.4 From at least 18 November 2022 and throughout the period of the retainer (to at least 5 December 2022), failed to consider Client A’s right to remain in the property following completion of the property transaction in his best interests and thereby breached any or all of Principles 2 and/or 7 of the Principles and Paragraph 3.4 of the Code.
  - 1.5 During the transaction, between 16 November 2021 and 5 December 2022, charged a disproportionate and unjustified fee with Client A and thereby breached any or all of Principles 2, 5 and 7 of the SRA Principles 2019 and Paragraph 1.2 of the Code.
  - 1.6 On 16 November 2021, allowed client money to be transferred into his personal bank account and subsequently failed to ensure that this was paid promptly into a client account and thereby breached any or all of Rules 2.3 and 6.1 of the SRA AR.

## **Executive Summary**

2. This case concerned a solicitor who acted in the transfer of an elderly and vulnerable client’s sole residence to a neighbour for nil consideration. The Respondent acted for both the donor and the recipient in the transaction. The Respondent failed to conduct an adequate assessment of the donor’s capacity, and charged a fee significantly in excess of the firm’s standard rates. The Respondent admitted all allegations including failure to maintain accurate client account records and the improper receipt of client

money into his personal account. He disputed any failure to assess the client's mental capacity, which was the main subject of substantive dispute and the focus of the substantive hearing.

3. The Tribunal found that the Respondent had failed to apply the correct legal and professional framework when considering his client's capacity to give instructions. Despite recognising the need for caution—reflected in his own reasoning for charging an elevated fee—the Respondent failed to undertake a structured assessment or to obtain expert input to assess his client's capacity. He did not consider whether a Lasting Power of Attorney was in place, nor did he take steps to safeguard the client's continued occupation of the property following the proposed transfer.
4. The Tribunal was satisfied on the balance of probabilities that the conduct admitted and found to be proved amounted to breaches of the SRA Principles and Codes of Conduct and involved a failure to uphold integrity and to act in the best interests of clients.
5. Having considered the aggravating features alongside the mitigation advanced by the Respondent, the Tribunal determined that a suspension from practice for a period of nine months was the appropriate and proportionate sanction.

### **Sanction**

6. The Respondent was [suspended from practice](#) as a solicitor for a period of nine months.

### **Documents**

7. The Tribunal considered all documents in the electronic case bundle and in particular the following:
  - (a) The Applicant's Rule 12 Statement dated 4 July 2024;
  - (b) The Response to the Rule 12 Statement dated 26 August 2024;
  - (c) The Applicant's Skeleton Argument dated 24 January 2025;
  - (d) The Respondent's Skeleton Argument dated 29 January 2025.

### **Factual Background**

8. The Respondent was born in January 1975 and admitted as a solicitor on 15 November 2010.
9. The Respondent is currently a sole practitioner and Partner at the Firm, from 2020.
10. The Respondent currently holds a practising certificate free from conditions and is the Anti-Money Laundering Officer (AMLO), ("COLP") and the Compliance Officer for Finance and Administration ("COFA") at the Firm.

### **Witnesses**

11. 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.

12. The following witnesses gave oral evidence:

- Giuseppina Lisa Buttaci, called by the Applicant;
- The Respondent.

### **Findings of Fact and Law**

13. The Applicant was required by Rule 5 of The Solicitors (Disciplinary Proceedings) Rules 2019 to prove the allegations to the standard applicable in civil proceedings (on the balance of probabilities). The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with the Respondent's rights to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
14. For the avoidance of doubt, the Tribunal read all the documents in the case and listened carefully to the parties' submissions. The absence of any reference to particular material or specific submissions should not be taken to indicate that they were not considered.
15. In its assessment of the issue of integrity, the Tribunal had particular regards to Paragraphs 97 to 107 of *Wingate v SRA* [2018] EWCA Civ 366.

### **16. The Allegations & Findings**

#### The Applicant's Case

- 16.1 The Applicant's case is set out in the Rule 12 Statement dated 4 July 2024 which can be found [here](#).

#### The Respondent's Case

- 16.2 The Respondent admitted Allegations 1.1, 1.4, and 1.6 in full.
- 16.3 In doing so, he accepted that the Firm's client account records were not properly maintained; that during the retainer he had failed to consider Client A's right to remain in the property following completion of the transaction; and that he allowed client money to be paid into his personal bank account, without ensuring its prompt transfer to the Firm's client account.
- 16.4 In respect of Allegation 1.3, the Respondent admitted the allegation, conceding that he had not advised Client A to seek independent legal advice. He submitted, however, that both parties understood the arrangement and that he had addressed any potential conflict of interest to the best of his ability. As to Allegation 1.5, the Respondent stated that he had charged a fixed fee, 50% of which was paid by Client A. He explained that the fee was intended to cover all future legal work undertaken on behalf of Client A, though acknowledged this understanding was not explicitly recorded in the client care letter.

- 16.5 As to Allegation 1.2, the Respondent denied failing to conduct a proper assessment of Client A's capacity. He recalled that he spent considerable time with Client A and over two visits during November 2022, held private conversations with Client A, and observed no signs that would have prompted concern about Client A's capacity. While he accepted he had no formal training in assessing capacity and did not follow a structured process or seek expert input, he stated that he believed Client A understood the nature and effect of his instructions.
- 16.6 He did not investigate whether a Lasting Power of Attorney was in place, or assess Client A's broader financial circumstances, but maintained these steps were outside the scope of his instructions. He contended that, on the basis of the interactions he had, there was no indication that Client A lacked mental capacity to proceed.

### The Tribunals Findings

- 16.7 While the Respondent made admissions to the factual particulars of Allegations 1.1, 1.4, and 1.6, he did not expressly concede that those facts amounted to breaches of the SRA Principles, the Code, or the Accounts Rules.
- 16.8 The Tribunal considered the Respondent's position on Allegations 1.3 and 1.5 to be equivocal, often framed in terms of misunderstanding, justification, or minimisation. It therefore treated those matters as disputed in part and made findings on both the facts and the relevant breaches in light of the evidence.
- 16.9 Allegation 1.2 was denied in full.
- 16.10 The Tribunal therefore proceeded to make findings in relation to all of the allegations both as to the facts and, where relevant, as to whether those facts, individually or cumulatively, constituted breaches of the relevant regulatory provisions.

### Allegations Admitted

- 16.11 The Tribunal accepted that the Respondent made full and unequivocal admissions to the factual particulars of Allegations 1.1, 1.4, and 1.6. Those admissions were properly made and required no further evidential exploration.
- 16.12 Accordingly the Tribunal found that the following allegations proved on the balance of probabilities:
- **Allegation 1.1** (failing to maintain accurate contemporaneous and chronological records in books of accounts);
  - **Allegation 1.3** (acting for and being instructed by both Client A and Ms Z where there was a conflict or a significant risk of a conflict between both);
  - **Allegation 1.4** (failing to consider Client A's right to remain in the property following completion of the property transaction in his best interests);
  - **Allegation 1.5** (charging Client A a disproportionate and unjustified fee).

16.13 As a consequence, the Tribunal determined, to the requisite standard, that the proven allegations constituted breaches as follows:

- **Allegation 1.1** amounted to a breach of **Rules 8.1 and/or 8.3 of the SRA Accounts Rules** (respectively, requiring the maintenance of accurate, contemporaneous, and chronological records of dealings with client money, and the performance of client account reconciliations at least every five weeks);
- **Allegation 1.3** involved a failure to observe **Principles 2 and 7 of the Principles** (respectively, acting in a way that upholds public confidence in the solicitors' profession and to acting the best interests of each client), and **Paragraph 6.2 of the Code** (prohibition from acting where there is a conflict, or a significant risk of conflict, between clients);
- **Allegation 1.4** constituted a breach of **Principles 1, 2, and 7** (respectively, failure to: uphold the rule of law, act in a way that upholds public trust in the profession, and act in the best interests of the client);
- **Allegation 1.5** breached **Paragraph 1.2 of the Code** (abusing position by taking unfair advantage of the client), and **Principle 2** (failing to act in a manner that upholds public trust in the solicitor's profession).

#### The Allegation Denied – Capacity of Client A

16.14 The Tribunal considered whether the Respondent failed to adequately assess Client A's mental capacity at the time of taking instructions to gift his property to Ms Z. In doing so, it had regard to the oral testimony of Giuseppina Lisa Buttaci, a solicitor acting as one of Client A's appointed attorneys under a Lasting Power of Attorney ("LPA"), as well as the Respondent's own account.

16.15 The Tribunal was satisfied on the balance of probabilities that the Respondent failed to take adequate steps to confirm Client A's capacity at the material time. In reaching that determination, the Tribunal considered the following:

- (a) While the Respondent's submission is that, following two meetings with Client A, there was in his view no reason to believe that Client A lacked capacity, the nature of the transaction, specifically the transfer of Client A's sole residence to a neighbour for nil consideration, was both unusual and significant in its effect.
- (b) Given that Client A proposed to make a significant lifetime gift—particularly of his principal asset—the correct legal test for mental capacity is set out in *Re Beaney (Deceased)* [1978] 2 All ER 595, which requires a higher degree of understanding than would be necessary for a less consequential transaction.
- (c) The degree of understanding required would amount to the degree required for executing a valid will as laid down in *Banks v Goodfellow* (1870) LR 5QB 549.
- (d) Further guidance in *Re Estate of Joyce Smith (Deceased)* [2014] and the Law Society's published Guide - *Working with clients who may lack capacity* underscores the need for a thorough capacity enquiry and professional or

medical input where appropriate, when advising on significant financial decisions, particularly involving gifts of property.

- 16.16 In the light of the above, the Tribunal found that presumption of capacity under the Mental Capacity Act 2005 was rebutted. The Respondent was under a positive duty to take reasonable steps to assess whether Client A had capacity to give valid instructions in relation to the proposed gift.
- 16.17 The Respondent failed to do so.
- 16.18 In consequence of its findings in relation to **Allegation 1.2**, the Tribunal determined, applying the civil standard of proof, that the Respondent's failure to take reasonable steps to confirm Client A's capacity constituted the following:
- **A Breach of Principles 2, 5 and 7** (respectively, failing to uphold confidence in the solicitors profession, acting without integrity and failing to act in the best interests of the client);
  - **A breach of Para 3.4 of the Code** (failing to take account of his clients attributes, circumstances and needs).

### **Previous Disciplinary Matters**

17. The Respondent had an unblemished regulatory record.

### **Mitigation**

18. The Respondent relied on the following matters in mitigation:

#### *Remedial and Risk Reduction Measures*

- 18.1 Upon learning of Client A's registered Lasting Power of Attorney, the Respondent took immediate steps to reverse the property transfer at HM Land Registry therefore restoring Client A's legal position.
- 18.2 All sums paid by Client A in connection with the transaction were refunded in full by the Respondent.
- 18.3 The Respondent instructed an external accounting firm to bring the Firm's financial records into compliance, ensuring that all client reconciliations were brought up to date and properly maintained.
- 18.4 The Respondent voluntarily closed his firm's client account and has ceased to hold client money, thereby reducing the risk of repetition.

#### *Professional Conduct and Character*

- 18.5 The Respondent was forthright and cooperative with the regulator throughout the regulatory investigation responding transparently to the SRA's enquiries.

- 18.6 This was the Respondent's first regulatory matter in an otherwise unblemished professional career.

### *Personal Impact and Remediation*

- 18.7 The Respondent had already suffered significant reputational, financial and professional consequences as a result of the misconduct and the ensuing proceedings.
- 18.8 Following a period of reflection the Respondent identified his shortcomings in his practice and began a refresher course which he started in 2024 to update and improve his knowledge base and skill set.

### **Sanction**

19. The Tribunal referred to its Guidance Note on Sanctions (11<sup>th</sup> Edition February 2025) when considering sanction and the proper approach to sanctions as set out in *Fuglers and others v SRA* [2014] EWHC 179. In doing so the Tribunal assessed the culpability and harm identified, together with the aggravating and mitigating factors that existed.
20. Mr Colledge asked, on behalf of the Applicant for permission to be heard on sanction.
21. The application was refused by the Tribunal on the basis that it would not be assisted by such submissions. The Tribunal was an expert Tribunal and competent to consider sanction in its usual way.
22. In determining sanction, the Tribunal took account of the representations on sanction made on behalf of the Respondent which acknowledged the seriousness of the proven conduct and submitted that a suspension from practice of the least possible length would be appropriate.
23. Public confidence in the profession could not be maintained by the imposition of a reprimand or financial penalty. The Tribunal was satisfied that a suspension was necessary to reflect the seriousness of the misconduct, to uphold the reputation of the profession, and to act as a deterrent to others.

### Reasons for Sanction

24. The Tribunal concluded that the Respondent's culpability was high.
25. In relation to the overcharging of Client A, the Respondent was financially motivated: the fee represented approximately 25% of his annual turnover and was not transparently calculated. This aspect of the misconduct involved a degree of planning and professional control. It was not spontaneous, nor did it arise from oversight.
26. The Tribunal further considered the nature of the relationship between the Respondent and Client A. The Respondent held a position of trust and influence, and the Tribunal concluded that there was a significant breach of trust inherent in the conduct. As an experienced solicitor, he ought to have been fully aware of his obligations and the gravity of the circumstances.



27. The Tribunal found that the misconduct created a serious risk of harm. The transaction exposed Client A—a vulnerable and elderly individual—to the potential loss of his home. The conflict of interest was real and immediate, and the Respondent’s failure to recognise it represented a material dereliction of duty. That omission placed the client at significant risk and undermined public trust in the profession’s duty to protect vulnerable individuals.
28. The key aggravating features of the misconduct were the deliberate overcharging and taking advantage of the Client A’s vulnerability.
29. Whilst the Respondent relied on several matters in mitigation, the Tribunal found that these were undermined by his limited insight into the seriousness of the misconduct which was demonstrated in the evidence he gave. Although certain remedial steps were taken after the event by the Respondent, they did not reflect contemporaneous recognition of risk or responsibility.
30. The Tribunal did not accept the submission that the suspension should be of the shortest possible length. Having regard to the seriousness of the misconduct and the need to uphold public confidence, the Tribunal determined that a fixed-term suspension of nine months was the appropriate and proportionate sanction.

### **Costs**

31. Mr Colledge sought costs on behalf of the Applicant in the sum of £35,216.00, as set out in the costs schedule. That figure remained unchanged since the date of issue.
32. Mr Yusuf, whilst not challenging the reasonableness of the costs claimed, drew the Tribunal’s attention to the Respondent’s limited financial means, supported by documentary evidence. It was submitted that there should be a significant reduction in the amount payable.
33. The Tribunal noted pursuant to Rule 43(1) of the Solicitors (Disciplinary Proceedings) Rules 2019 it has the power to make such order as to costs as it thinks fit, including the payment by any party of costs or a contribution towards costs of such amount (if any) as the Tribunal may consider reasonable. Such costs are those arising from or ancillary to proceedings.
34. By Rule 43(4) of the Solicitors (Disciplinary Proceedings) Rules, the Tribunal must first decide whether to make an order for costs and when deciding whether to make an order, against which party, and for what amount, the Tribunal must consider all relevant matters such as:
  - The parties’ conduct.
  - Were the directions complied with?
  - Were the time spent proportionate and reasonable?
  - Were the rates and disbursements proportionate and reasonable?
  - The paying party’s means.
35. The Tribunal determined that the case had been properly brought by the Applicant and the time and costs detailed in the schedule were proportionate and reasonably incurred.

36. In light of the Respondent's limited means and the impact of the suspension on his earning capacity, the Tribunal determined that the costs payable should be reduced. Accordingly, the Respondent was ordered to pay the Applicant's costs in the sum of £21,129.60.

**Statement of Full Order**

37. The Tribunal Ordered that the Respondent, YUSUF JAMAL SIDDIQUI, solicitor, be SUSPENDED from practice as a solicitor for the period of 9 months to commence on the 16<sup>th</sup> day of April 2025 and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £21,129.60.

Dated this 29<sup>th</sup> day of July 2025  
On behalf of the Tribunal

*D. Green*

D Green  
Chair