

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12707-2024

## BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

MOHAMMED ISRAR

Respondent

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Before:

Ms A Kellett (in the Chair)

Mr A Horrocks

Dr P Iyer

Date of Hearing: 12 – 13 August 2025

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## Appearances

Tom Walker, Counsel employed by Blake Morgan LLP of New Kings Court, Chandlers Ford, Eastleigh, SO53 3LG for the Applicant

Rory Dunlop KC, Counsel, 39 Essex Chambers, 81 Chancery Lane, London WC2A 1DD for the Respondent

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## JUDGMENT

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## **Allegations**

1. The allegations against the Respondent, Mohammed Israr, made by the SRA are that, while in practice as a Solicitor at Lawrence Kurt Solicitors Ltd (“the Firm”), between approximately 6 December 2022 and 31 January 2023, he failed to act in the best interests of Client A in respect of the proposed sale of Property A (“the Property”) by failing to do any, or all, of the following:
  - 1.1 undertake proper enquiries in relation to the transaction;
  - 1.2 properly advise the Client as to the risks and consequences of the sale;
  - 1.3 take account of the Client’s needs and circumstances.

And in so failing, breached any or all of Principles 2, 5 and 7 of the SRA Principles 2019 (“the Principles”) and Paragraphs 3.2 and 3.4 of the SRA Code of Conduct 2019 (“the Code”).
2. In addition, Allegations 1.1 to 1.3 above are each advanced on the basis that the Respondent’s conduct was reckless. Recklessness is alleged as an aggravating feature of the Respondent’s misconduct but is not an essential ingredient in proving any or all the Allegations.

## **Executive Summary**

3. The Respondent was admitted to the Roll of Solicitors on 1 February 2019. At the material time, he was practising as a consultant solicitor at Lawrence Kurt Solicitors Ltd (“the Firm”).
4. An investigation by the Solicitors Regulation Authority commenced following reported concerns regarding the Respondent’s conduct while acting on behalf of Client A in relation to the proposed sale of Property A, Client A’s residential home.
5. Client A, who was 81 years old at the relevant time, had approached KPM (the proposed purchaser) after responding to a newspaper advertisement offering to purchase properties for cash. Client A was reportedly concerned about the impending end of his mortgage deal and the prospect of increased interest rates, and was therefore motivated to achieve a quick sale.
6. The allegations brought by the SRA were that, between approximately 6 December 2022 and 31 January 2023, the Respondent had failed to act in the best interests of Client A by (i) failing to undertake proper enquiries in relation to the transaction, (ii) failing properly to advise Client A as to the risks and consequences of the sale, and (iii) failing to take account of Client A’s needs and circumstances. It was further alleged that the Respondent had acted recklessly.
7. Having carefully considered the evidence and submissions, the Tribunal found that none of the allegations were proven to the requisite standard. Accordingly, the Tribunal dismissed all allegations against the Respondent.

## Sanction

8. The Tribunal ordered that the allegations against the Respondent be dismissed and therefore no sanction was imposed.

## Documents

9. The Tribunal reviewed all the documents submitted by the parties, which included (but were not limited to):
  - Rule 12 Statement and Exhibit JW1 dated 27 November 2024.
  - Amended Rule 12 Statement dated 20 February 2025
  - Respondent's Answer to the Rule 12 Statement dated 15 January 2025
  - Applicant's Reply dated 6 February 2025
  - Respondent's Skeleton Argument dated 24 July 2025

## Background

10. The Respondent was admitted to the Roll of Solicitors on 1 February 2019. At the material time he was a consultant at the Firm.
11. On 31 March 2023, the SRA received a report from Stephen Roberts of Bird Wilford and Sale Limited ("BWS"). Mr Roberts was a solicitor assisting Client A's family. The complaint stated that the Respondent had failed to act in Client A's best interests when acting for him in the sale of his residential property.

## Events of 6 December 2022

12. Client A was 81 years old. He bought his home in 1966. It was a freehold property. On 6 December 2022 Mandeep Shergill, an agent on behalf of KPM Properties<sup>1</sup>, contacted the Respondent to indicate that a Mr Singh's solicitors, Cambridge Solicitors LLP, had recommended the Firm to Client A in connection with the sale of the Property to Mr Singh.
14. Client A had contacted KPM in response to a newspaper advertisement which stated that KPM bought houses for cash. Mr Singh spoke to Client A and they agreed a price for Client A's home. Mr Singh instructed his solicitors, Cambridge Solicitors LLP, to act in the matter. Cambridge Solicitors LLP recommended the Firm to Client A; Client A having agreed to the option of having solicitors who could act for him promptly.
15. On 6 December 2022, at around mid-day, Mr Shergill received instruction and client care documents from the Firm and took them in person to Client A at Client A's home at around 1pm. Mr Shergill later that day delivered documentation to the Respondent from Client A that included forms of identity, proof of address and a bank statement, along with the signed instruction and client care documentation referred to below.
16. There was a dispute as to whether the Respondent was in possession of two letters from Client A's mortgagee ("the mortgage documents") by the time he spoke with Client A

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<sup>1</sup> KPM Properties was the trading name of Mr Singh, the proposed purchaser

on the second occasion on 6 December 2022, described below. The Respondent's client care letter was signed by Client A the same day. Although the client care letter referred to a colleague as having overall responsibility for the matter, it was the Respondent who dealt with it.

17. The client care letter advised that the likely timescales for exchange of contracts was 4–8 weeks. The letter noted, however, that Client A had instructed that exchange take place immediately upon the return of the client care letter. There was no deposit payable on exchange of contracts.
18. The Respondent also wrote a letter to Client A the same day confirming his instructions. The letter noted that the sale price for Client A's home was £40,000 and that Client A wished to exchange contracts immediately. Completion was due to take place within 28 days of exchange of contracts. This could be extended by a further 28 days, without notice, by either party. The buyer was named as Mr Singh, who had the right to assign the contract, without notice, after exchange.
19. The client care letter said that by signing it the client was stating that he had read and understood the letter and the associated documentation, that he had no further queries or concerns, and that he instructed the Firm to represent him in the sale to exchange and completion.
20. Client A also completed and signed the following initial documents on the same day:
  - The "Clients Initial Instructions Form (Sale)" ("the instructions form")
  - The "Law Society Property Information Form" ("the TA6")
  - The "Law Society Fixtures and Fittings Form" ("the TA10")
21. The instructions form noted the sale price of £40,000. It also referred to a Santander mortgage with an outstanding balance of £38,000, which was noted as "expiring in 1 month". The instructions form asked for a forwarding address in the event that the property being sold was the client's current home address. The answer given was "TBC".
22. Question 11.1 of the TA6 asked if the seller lived at the property. The box marked "yes" was ticked. Question 11.5 asked if the property was being sold with vacant possession. The box marked "no" was ticked. Question 14.1 asked if the sale was dependent on the seller completing the purchase of another property on the same day. The box marked "no" was ticked. Question 14.2 asked if the seller had any special requirements about a moving date. The answer provided was "ASAP".
23. Client A answered all of the questions on the TA10 with "N/A" or they had been left blank. The Respondent also completed the "Client Anti-Money Laundering Form" ("the AML form") on the same day. In response to the question "Have you met the client face-to-face?" the box marked "no" had been ticked. Underneath this, was written "WhatsApp video".
24. At 13:15 on 6 December 2022 the Respondent conducted a WhatsApp video call with Client A. Mr Shergill was present with Client A during this call. The attendance note of that call recorded that the attendance lasted one unit of time, which is defined as being

six minutes. The attendance note recorded the following: “WhatsApp video call to verify [Client A]. Content of letter to exchange explained, as well as ensuring [Client A] is happy to sell at £40k (reasoning being re possession/unable to re-finance)”.

25. At 15:55 on 6 December 2022 after Mr Shergill had taken the signed documents from Client A to the Respondent, the Respondent conducted a further call with Client A, again lasting one unit. The attendance note in respect of that call recorded the following: “Authority to exchange given. Reaffirmed the sale price as well as legally binding upon exchange. CANNOT choose not to sell once exchanged. Was happy to proceed ASAP.”
26. Exchange of contracts took place at 16:03. Client A signed the Contract for Sale (“the Contract”). Special Condition 4 stated that Client A was selling his home with vacant possession upon completion.
27. Client A also signed the “Transfer of whole of the registered title(s)” (“the TR1”). His signature was witnessed by Mr Shergill.
28. In total, Client A signed the following documents on 6 December 2022:
  - Client care letter – 6 pages in length
  - Confirmation of instructions – 1 page
  - Form of authority – 1 page
  - Clients Initial Instructions Form (Sale) – 5 pages
  - Contract for Sale – 2 pages
  - TR1 form – 3 pages
  - Overriding Interests form – 1 page
  - TA6 – 16 pages
  - TA10 – 8 pages

#### Post-exchange events

29. On 10 January 2023, Client A contacted the Respondent. That telephone attendance lasted one unit. The note of the attendance is not entirely legible, but it appears that Client A was seeking an update on the progress of the sale and that there was discussion of the Santander mortgage.
30. On 23 January 2023 the Respondent told the buyer’s solicitors that he was waiting for a redemption figure. On 24 January 2023 the Respondent confirmed to the buyer’s solicitors that he was ready to complete, and he asked them to send the funds. The buyer’s solicitors replied to say that they were awaiting the funds, and that completion would need to be the following day. On 26 January 2023 the buyer’s solicitors told the Respondent that they were still awaiting funds.
31. On 28 January 2023, Client A’s daughter, Person B, became aware for the first time that Client A had entered into a contract for the sale of his home.
32. Person B telephoned the Respondent on 31 January 2023. She was very unhappy about the proposed sale. The Respondent’s attendance note dated 31 January 2023 recorded the following:

*“Call received from [Person B] (client daughter). Expressing concern, did not know he was selling. I explained that cannot be as all documentation stated sale as at 6.12.22 and [Client A] chased the progression of sale. [Person B] expressed how he now does not want to sell. [Illegible] client instructions, but stated [Client A] is breaking the contract and could be liable to be such. However, we will do our best to prevent such as we shall act in his best interests.”*

33. On 31 January 2023 at 09:55 the buyer’s solicitors had emailed the Respondent to inform him that the funds were on the way to him. At 13:23 the Respondent replied to this email and stated: *“Not proceeding with this one, Client has instructed not to complete. Funds coming back to you.”*
34. The Respondent wrote to Client A on 31 January 2023 confirming that the sale had been aborted and that his file was being closed.
35. On 24 March 2023, Trowers and Hamlins, acting for the buyer, sent Client A a letter of claim including a notice to complete within ten working days.
36. On 6 April 2023, Client A met Mr Roberts, accompanied by Person B’s sister-in-law,. Mr Roberts was concerned that Client A did not have sufficient understanding of Mr Roberts’ terms and conditions documents, and as a result he concluded that it would be inappropriate to ask him to sign them. Mr Roberts recommended that an assessment of Client A’s capacity should be undertaken.
37. On 26 April 2023 Client A underwent a “mini mental health assessment”. This concluded that Client A had normal capacity for someone of his age and showed “no signs of dementia as such.”
38. Person B considered the mini mental health assessment to be inadequate, and the family began making arrangements for him to undergo a more detailed assessment in the private sector.
39. On 9 August 2023 Mr Roberts, of BWS, wrote to Trowers and Hamlins. Mr Roberts explained that he was assisting Client A’s family on a pro bono basis. He further explained that Client A, who was now 82, was hard of hearing, had reduced sight and displayed confusion and significant memory loss. Mr Roberts wrote that Client A’s family had “significant concerns” about the circumstances leading up to the signing of the Contract on 6 December 2022. Mr Roberts further wrote that the true value of the property was in the region of £170,000, that Client A had no reason to sell, and that the sale would have made him homeless.
40. Mr Roberts told Trowers and Hamlins that arrangements were being made for Client A to undergo an assessment as to his mental capacity.
41. Client A died on 17 September 2023, before any further assessment of his mental capacity could be undertaken.

42. On 24 January 2024, Donna McCamphill, an estate agent at Julie Philpot, provided a letter to Person B, stating that in her opinion, the open market value of Property A as at 17 September 2023 was £195,000.

#### The Respondent's Case

43. The Respondent denied the allegations made by the Applicant (as set out in paragraph 6 above).
44. The Respondent challenged the Applicant's failure to identify specific obligations that he had breached. The Respondent maintained that had no reason to doubt Client A's mental capacity. . He said that in his conversations with Client A the client had confirmed that he understood the transaction and gave clear instructions to proceed with the sale.
45. The Respondent contended that he was under no legal or professional duty to question the agreed sale price, investigate the mortgage position, or provide advice on financial alternatives. The scope of the retainer expressly excluded such matters, and the Respondent was entitled to rely on Client A's stated rationale for the sale.
46. The Respondent stated that he explained the key documents to his client and obtained signed instructions from Client A on 6 December 2022. He contended there was no regulatory requirement to test the client's understanding of each document line by line where the client shows no signs of incapacity or confusion. The Respondent asserted that he received clear instructions from Client A that the property was being sold with vacant possession, and this was reflected in the signed contract.
47. In response to the allegation that he failed to properly advise Client A as to the risks and consequences of the sale; the Respondent denied any such failure. His case was that the retainer did not extend to financial or valuation advice; the client care letter expressly excluded such matters. At the point of exchange, he had not received the mortgage documents which did not indicate that the term of the mortgage was about to expire; he therefore had no reason to doubt Client A's understanding of his mortgage position. It was submitted that the Respondent was entitled to rely on the client's explanation that a sale at short notice was necessary and was under no duty to challenge the sale price or explore alternatives.
48. The Respondent's position was that he believed Client A had capacity and aware of the implications of the sale. He was under no duty to go beyond his instructions or to provide unsolicited advice on broader financial or housing consequences.
49. The Respondent denied the allegation that the Respondent had failed to take account of the Client's needs and circumstances.. The Respondent's case was that he was not aware that Client A misunderstood his mortgage obligations at the material time and he could only be judged on what he knew at the time, not by what later came to light. The duty was to consider the needs and circumstances of which he was aware during the transaction. The Respondent, it was said, had acknowledged and considered Client A's age in the course of their interactions and the fact that Client A was selling his home and would need alternative accommodation. The Respondent maintained that there was no evidence of vulnerability requiring further action.

## Witnesses

50. The evidence is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear or consider that evidence.
51. The Respondent and Mr Mandeep Singh Shergill provided oral evidence at the hearing.

## Findings of Fact and Law

52. 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.

53. **Allegation 1:- The allegations against the Respondent are that while in practice as a Solicitor at the Firm, between approximately 6 December 2022 and 31 January 2023, he failed to act in the best interests of Client A in respect of the proposed sale of the Property by failing to do any, or all, of the following:**

**1.1 undertake proper enquiries in relation to the transaction;**

**1.2 properly advise the Client as to the risks and consequences of the sale;**

**1.3 take account of the Client's needs and circumstances.**

### The Applicant's Case

The Rule 12 Statement – [[Click Here](#)]

### The Respondent's Case

The Respondent's Answer to the Applicant's Rule 12 Statement – [[Click Here](#)]

- 53.1 The Tribunal reviewed all the material before it and considered with great care the oral evidence (and cross-examination) of the witnesses, along with the submissions made by Mr Walker and Mr Dunlop KC.
- 53.2 The proceedings arose from the Respondent acting for an elderly client, referred to as Client A, in relation to the sale of the Property in December 2022. The Applicant alleged that the Respondent failed to act in the best interests of Client A by failing to undertake proper enquiries in relation to the transaction; failing to properly advise the client as to the risks and consequences of the sale; and failing to take account of the client's needs and circumstances. The Applicant alleged that this conduct amounted to breaches of

Principles 2, 5 and 7 of the Principles and of paragraphs 3.2 and 3.4 of the Code. The Respondent denied all the allegations.

- 53.3 In the Tribunal's view this was a sad case which shone a light on the practice of residential houses being sold quickly at an undervalue for a cash sum. The Tribunal was troubled by this practice which involves contracts being exchanged quickly meaning that both buyers and sellers are bound from an early stage in the process in contrast with the usual course of a conveyancing transaction. However, this remains a legitimate business practice at the current time.
- 53.4 In determining the Respondent's knowledge and understanding of the facts the Tribunal considered whether the Respondent was in possession of Client A's mortgage documents at the material time, namely during the critical exchanges between the Respondent and Client A on 6 December 2022. This important point remained in dispute between the parties. Having considered the documentary and witness evidence the Tribunal found that the Respondent did not have sight of the Santander mortgage documents until on or around 16 December 2022. Accordingly, the Tribunal accepted that the Respondent did not have reason based on the mortgage documents to question Client A's financial position and stated motivation for a quick sale on 6 December 2022. The Respondent understood that Client A believed he was unable to refinance at the end of his mortgage deal and therefore needed to sell quickly to avoid repossession. Client A had initiated contact with KPM, the third-party buyer, in or around October 2022 with discussions continuing up to January 2023. It was clear that Client A had independently negotiated and agreed the price and terms of sale, with the Respondent then engaged to formalise the transaction.
- 53.5 The Tribunal did not consider this case to be one which involved a solicitor taking advantage of a vulnerable client. This client, whilst he was an elderly gentleman, living alone, did not cause the Respondent at the time of his transaction to doubt that he had capacity to give instructions to his solicitor. He was clear in those instructions: he wanted to sell his home at a low price which had been agreed directly and independently with a third-party buyer, as quickly as possible. He knew that this meant he would have to find somewhere to live and said to the respondent that he would "...*sort this*". While it was not in dispute before the Tribunal that the sale of the Property was at dispute undervalue, the Tribunal was not in a position to judge whether the client was wrong in his assessment that the end of his mortgage deal would result in repossession, or that he would not be able to refinance. The Tribunal heard evidence from Mr Shergill, an intermediary acting on behalf of KPM, that there were conversations going on directly between the client and his mortgage lender so it may well have been that the client felt under pressure at the end of his deal, particularly in circumstances where he was not working and due to his age.
- 53.6 The Tribunal considered what further enquiries could have been made in circumstances where exchange was to take place on the same day. The Tribunal also carefully scrutinised the scope of the retainer as set out in the client care letter. While a more experienced solicitor might have made additional enquiries of the client and kept a more detailed record of the advice given, particularly in relation to any risks discussed or identified during interactions with Client A, the Tribunal found that there was no regulatory requirement obliging the Respondent to make additional enquiries beyond the scope of his retainer, nor to test the client's understanding of each document in

detail, especially where there were no indicators of confusion, vulnerability, or lack of capacity on the part of the client.

- 53.7 The Tribunal noted the Respondent's acceptance in his evidence that he could have done more and that some of the practices at his firm have since changed to protect clients and the firm itself. The Tribunal was mindful that these were improvements and examples of evolving good practice as opposed to adherence to regulatory requirements.
- 53.8 The Tribunal found the Respondent to be a credible witness who believed, at the material time, that he was doing his best for his client. The Tribunal also noted that the Respondent was relatively junior in his professional career and may have benefited from more robust supervision. The Tribunal found the evidence of Mr Shergill to be cogent, clear and credible. He was a helpful witness who demonstrated a reflective approach in his evidence and gave a consistent account of how any concern he may have had about the capacity of Client A had been dispelled by his personal meetings and interactions with him. The Tribunal found this to be consistent with and to support the Respondent's evidence that he did not have any concern about Client A's mental capacity from his conversations with him.
- 53.9 The Tribunal took into account the evidence of the client's daughter Person B and her understandable concern about her father entering into the contract for sale. The Tribunal was in no doubt that she was acting in what she considered to be his best interests when making the telephone call to the Respondent on 31 January 2023 but recognised that her interests were not necessarily aligned with those of her father..
- 53.10 The Tribunal recognised the importance of solicitors safeguarding clients and upholding their professional duty to act in their clients' best interests. However, that duty has to be judged in the context of the scope of a solicitor's retainer and does not necessarily require a solicitor to second-guess the clear instructions of a client who has mental capacity and gives no indication of confusion or vulnerability.
- 53.11 The Respondent's actions were consistent with the instructions he received and with his understanding of the transaction at the material time. There was no failure to undertake proper enquiries, nor any failure to provide appropriate advice on the risks and consequences of the sale nor to take account of his client's needs and circumstances insofar as they were known to him. The Tribunal therefore found no breach of Principles 2, 5 or 7 of the Principles, nor of paragraphs 3.2 or 3.4 of the Code. It followed that the allegation of recklessness was also not proved.
- 53.12 Having carefully considered all the evidence and submissions in this case, the Tribunal was not satisfied that the allegations were proven to the requisite standard.
- 53.13 The Tribunal therefore found that they should be dismissed.

### **Costs**

54. There was no application for costs by either the Applicant or the Respondent.

**Statement of Full Order**

55. The Tribunal ORDERED that the allegations against solicitor, MOHAMMED ISRAR, be DISMISSED. The Tribunal further ORDERED that there be no order for costs.

Dated this 6<sup>th</sup> day of November 2025

On behalf of the Tribunal

*A Kellett*

A. Kellett

Chair