

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12715-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

AJAZ ALI

Respondent

Before:

Mr G Sydenham (in the chair)

Mr J Abramson

Ms L Hawkins

Date of Hearing: 29 July 2025

Appearances

Hanne Stevens, counsel in the employ of Capsticks LLP, Wellington House, 68 Wimbledon Hill Rd, London SW19 7PA for the Applicant.

The Respondent represented himself.

JUDGMENT

Allegations

The allegation made against Mr Ali by the Solicitors Regulation Authority Limited (“SRA”) was that, while in practice as solicitors at Kenneth Jones Legal Ltd (“the Firm”):

1. Between 20 August 2018 and 8 November 2018, Mr Ali acted for Client A and Client B (together “the Clients”) in respect of the sale of a residential property but failed to do, or ensure the Firm did, any, or all, of the following:
 - 1.1. undertake adequate enquiries in relation to the transaction;
 - 1.2. advise adequately the Clients as to the risks and consequences of the sale;
 - 1.3. obtain Client B’s consent for Client A to give instructions on their behalf.

And, in so doing, breached all or any of Outcomes 1.2 1.5 of the SRA Code of Conduct 2011 (“the Code”) and Principles 4, 5, 6 of the SRA Principles 2011 (“the Principles”).

2. In addition, allegation 1 was advanced on the basis that Mr Ali’s conduct was reckless. Recklessness was alleged as an aggravating feature of the misconduct but was not an essential ingredient in proving the allegation.

Executive Summary

3. The Tribunal found the allegation proved in its entirety including that Mr Ali’s conduct had been reckless. The Tribunal imposed a sanction of a fine in the sum of £40,000.00 and costs order of £28,000.00.
4. The Tribunal’s reasoning on Sanction can be accessed here: [Sanction](#)

Documents

5. The Tribunal reviewed all the documents submitted by the parties, which included (but was not limited to):
 - Rule 12 Statement and Exhibit HWP1 dated 10 December 2024
 - The Respondent’s Answer dated 27 February 2025
 - Applicant’s Reply dated 6 March 2025
 - Applicant’s Schedule of Costs dated 22 July 2025

Professional Details

6. Mr Ali was a solicitor having been admitted to the Roll in 2010. At the time of the alleged conduct he was the Managing Partner, Compliance Officer for Legal Practice (“COLP”) and Compliance Officer for Finance and Administration (“COFA”) of the Firm. As at December 2024, he held a practising certificate free of conditions.

Factual Background

7. Mr Ali and Mr Plant faced identical allegations. The matter arose from their conduct in acting for the Clients in the sale of their residential property at an undervalue. In addition, the Clients appeared to have entered into an agreement with the purchaser (“the Purchaser”) to allow them to continue to live in the property after sale.
8. The Clients bought the Property from South Bedfordshire District Council on 24 August 1992 for £24,750, at 50% of its then market value under the right to buy arrangements.
9. In 2018, Client B found out that Client A had been diagnosed with cancer approximately 10 years before. Client B stated that he relied on Client A totally regarding paperwork and finances, Client A had become friendly with an elderly neighbour who had been diagnosed with cancer at the same time. Client B later found out that Client A had made an agreement with the neighbour’s son that he would purchase their home but that Client B would continue to live there. Client B believed that Client A was concerned for her health and wanted to make provision for him before she died.
10. Client B has no recollection of speaking with either of the Respondents during the sale of the property. He stated he had no direct contact with the Firm and did not give consent for Client A to provide instructions on his behalf. The sale subsequently completed on 8 November 2018 for £52,000, i.e. just £2,500 more than its full value in 1992.
11. The Clients continued to live in the property until Client A passed away in August 2021. Client B recalled that after the death of Client A, the purchaser started to come around the property more often, appeared impatient with him and started to make changes to the property that made his everyday living uncomfortable and difficult. Client B ended up having to sleep downstairs with no hot water at times and with the internet and telephone supply cut off. On 10 August 2022, an officer from Central Bedfordshire Council (“the Council”) (i.e. Private Sector Housing team of the Local Authority) visited the property, served an Emergency Prohibition Order and moved Client B to temporary accommodation due to the state and safety of his living arrangements.
12. On 11 August 2022, Ms Crowther of the Council reported the matter to the SRA on behalf of Client B, whom they had visited due to concerns regarding the safety of his housing, subsequently moving him to emergency accommodation. From the account given by Client B regarding the sale of the Property to the Purchaser in 2018, the Council were concerned about the conduct of the solicitors acting for the Clients at the time.
13. On 20 August 2018, Mr Ali emailed Mr Plant with the subject heading ‘Transaction under value’ providing the Clients’ contact details. The email stated, inter alia, ‘...I’ve asked for a letter from gp confirming compos mentis. They have a few debts which need paying from sale proceeds. May needs [sic] to inform said companies that sale going through.’. There was no attendance note on the client file of Mr Ali’s initial contact with the Clients, no record of how they came to be in contact with the Firm, nor what instructions or advice was given in that initial contact.

14. Mr Plant informed the SRA that it was Mr Ali's recollection that the referral came from Mr Amer Hussain, a solicitor then at G Lewis & Co, who had the matter referred by a local estate agent the Purchaser had visited. Mr Ali's purported recollection was that Mr Hussain had referred the matter to them because G Lewis & Co '*were not however doing property at the time*'.
15. The Property was located in Dunstable, and the Respondents' Firm was located in Stoke-on-Trent, approximately 125 miles away. At no point during their instruction on the matter did either Respondent meet the Clients in person.
16. Mr Ali was the Senior Partner of the Firm, and therefore senior to Mr Plant in the Firm's hierarchy and in years post qualification experience. Mr Plant was at the time of the alleged conduct relatively newly qualified. Mr Ali assigned the transaction to Mr Plant and acted as supervising partner.
17. Mr Plant indicated that there were concerns between himself and Mr Ali prior to accepting instructions that the purchaser was taking advantage of the Clients via a lack of capacity and further whether they were really dealing with the Clients (i.e. whether the purchaser was instead providing answers or coercion).
18. The client file contained letters from the Clients' GP dated 3 September 2018 addressed to 'Whom it May Concern' stating that they were '*in good mental health and is capable of making informed decisions and judgements in my opinion... does not have any history of dementia or mental health issues*'. There was no evidence on the file to confirm who requested the letters from the GP nor what instructions were provided.
19. Client A was born in 1950 and was therefore approximately 68 at the time of the instruction. Client B was born in 1948 and was therefore approximately 70 at the time of the instruction. Client A was suffering from a serious illness at the time.
20. On 5 September 2018, Mr Plant sent a client care letter to the Clients which informed them that he would have day-to-day conduct of the matter, and Mr Ali would have overall supervision of the case. From the file it was apparent that James Dodsworth, an unadmitted member of the Firm, assisted Mr Plant.
21. The file contained a completed Law Society Property Information Form and overriding interest forms, purportedly signed by the Clients on 6 September 2018.
22. On 11 October 2018, Mr Hussain, a solicitor employed by G Lewis & Co, attended the Clients' address, identified them from their photo-driving licence and witnessed their signatures on the TR1 and sale agreement. He had been instructed by the Firm by email dated 10 October 2018, with correspondence thereafter. The attendance letter informed the Respondents that no advice had been given to the Clients by Mr Hussain. The Firm did not meet the Clients.
23. On 8 November 2018, contracts were exchanged for the sale of the Property to the Purchaser for a sale price of £52,000. Mr Plant exchanged and completed simultaneously on behalf of the Clients.

24. A letter to the Clients bearing Mr Plant's contact details was sent in the name of the Firm on 9 November 2018. This was sent to the Clients at the Property address, confirming that the sale had been completed. The Clients received net proceeds of £11,688.90 after settlement of the mortgage and debts. The letter contains no reference to any agreement for the Clients to continue living at the address post completion of the sale.
25. After the sale, the Clients continued to live in the Property. Client B detailed his adverse treatment by the Purchaser in a statement to the Council dated 26 January 2023.
26. After Client A died in August 2021 (having been seriously unwell prior to the instruction and property sale), the Purchaser caused Client B to live in the lounge and placed pressure on him to move out as well as causing disrepair of the property. Client B was eventually re-housed by Bedfordshire County Council following their intervention.
27. There was a shorthold tenancy agreement entered into for the nominal rent of £1 per month the day following completion (9 November 2018), which appeared to be signed by the Clients. Client B recalled that this was only sent to him when he received an eviction notice in 2022.

Witnesses

28. None

Findings of Fact and Law

29. The Applicant was required to prove the allegations 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 Mr Ali's rights to a fair trial and to respect for his private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

Recklessness

30. The test applied by the Tribunal was that set out in R v G [2003] UKHL 50 where Lord Bingham adopted the following definition;

“A person acts recklessly...with respect to (i) a circumstance when he is aware of a risk that it exists or will exist; (ii) a result when he is aware of a risk that it will occur and it is, in the circumstances known to him, unreasonable to take that risk.”

31. This was adopted in the context of regulatory proceedings in Brett v SRA [2014] EWHC 2974 (Admin).
32. **Allegation 1 - Between 20 August 2018 and 8 November 2018, Mr Ali acted for Client A and Client B (together “the Clients”) in respect of the sale of a residential property but failed to do, or ensure the Firm did, any, or all, of the following: (1.1) undertake adequate enquiries in relation to the transaction; (1.2) advise**

adequately the Clients as to the risks and consequences of the sale; (1.3) obtain Client B's consent for Client A to give instructions on their behalf. And, in so doing, breached all or any of Outcomes 1.2 and 1.5 of the Code and Principles 4, 5, 6 of the Principles and was also reckless.

The Applicant's Case

32.1 It was the Applicant's case that both Mr Ali and Mr Plant were responsible for the failures set out in the allegation. The Law Society Conveyancing Protocol 2011 ('the Protocol') noted that *'The obligation to act in the best interests of the client is paramount.'* It was the SRA's case that the Respondents failed to act in the best interests of the Clients in their conduct of the conveyance of the Property

32.2 Ms Stevens submitted that the basic principle, set out in Pickersgill v Riley [2004] UKPC, was that in the ordinary way a solicitor was not obliged to travel outside his instructions and make investigations which are not expressly or impliedly requested by the client. There was, however, a general duty to point out any hazards of the kind which should be obvious to the solicitor but which the client, as a layman, may not appreciate. In Boyce v Rendells (1983) EG 268 Lord Justice Lawton in the Court of Appeal accepted as a general proposition of law that:

"[I]f, in the course of taking instructions, a professional man like a land agent or a solicitor learns of facts which reveal to him as a professional man the existence of obvious risks, then he should do more than merely advise within the strict limits of his retainer. He should call attention to and advise upon the risks."

32.3 Further, as expressed by Danckwerts LJ in Neushul v Mellish & Karkavy (1967) 203 EG 27A, a solicitor carrying out a transaction for an inexperienced client was not justified in expressing no opinion when it was plain that the client was rushing into an unwise, not to say disastrous, adventure.

32.4 The case against the Respondents was that the red flags identified precisely the type of risk that, in line with the above principles, gave rise to a duty on their part to carry out adequate enquires to understand the nature of the transaction, in order to then give adequate advice.

Failure to undertake adequate enquiries

32.5 Ms Stevens for the SRA submitted that the transaction bore unusual features and/or red flags:

- The sale was at a significant undervalue;
- The sale was not carried out on the open market through estate agents;
- The Clients were vulnerable in that they were relatively elderly at approximately 68 and 70 years, Client A was in seriously poor health and undergoing treatment, and debts were to be paid from proceeds of sale;

- Mr Ali considered that there was a need for medical evidence as to the Clients' capacity and due to concerns of potential undue influence;
- The Clients and the property were at a significant geographical distance from the Firm and had no prior connection to the Firm;
- There was no actual or proposed face to face meeting with the Clients;
- The Firm was not instructed in relation to any onward purchase or arrangement of accommodation for the Clients.

32.6 The Law Society Conveyancing handbook (25th edition) included the following:

- Obtaining an overall view of the transaction by taking full instructions at the outset enables the solicitor to give the client full and proper advice appropriate to the circumstances, thus avoiding the dangers of overlooking matters...
- ...instructions must be declined in inter alia the following circumstances: (f) where the instructions are tainted by duress or undue influence ...
- If instructions are received indirectly through a third party [in this case referral through a third party solicitor], confirmation of instructions must be obtained directly from the client in order to clarify the client's exact requirements and to ensure that instructions are not tainted by duress or undue influence.
- The solicitor should be alert to the possibilities of mortgage and property fraud...
- Wherever possible instructions should be obtained from the client in a personal interview...

32.7 As such, a solicitor should make adequate enquiries to understand the transaction. In this case there were additional risk factors which warranted additional enquiries including (but not limited to) the following:

- An unusual introducer
- The Clients not being local to the Firm with there being no reasonable explanation as to why the Firm was chosen.
- The Clients were remote.
- The low value without a reasonable and verified explanation.
- The transaction was potentially loss making and it was readily apparent that there was inadequate consideration with no legitimate reason provided for the amount of the consideration.

- 32.8 Ms Stevens submitted that where a solicitor does not see a client face-to-face, the Money Laundering Terrorists Financing and Transfer of Funds (Information on the Payer) Regulations 2017 required the application of enhanced customer due diligence on a risk sensitive basis. Enhanced due diligence measures required an examination of the background and purpose of a transaction and increased monitoring.
- 32.9 Ms Stevens submitted that the Respondents were aware of additional risk factors and on an admitted basis had concerns about the potential for undue influence. A transaction at an undervalue in the circumstances could be an indication of undue influence. In the circumstances of risk factors, vulnerable clients, a transaction at an undervalue and such suspicions, the Respondents should have made further enquiries.
- 32.10 It was the SRA's case that the Respondents failed to make adequate enquiries regarding the transaction, despite the unusual features noted. Ms Stevens submitted that the Respondents should have made enquiries of any or all of the following in order adequately to understand the transaction and the relevant risk factors:
- i. the market value and the extent of the under value,
 - ii. whether the Clients had considered the market value or had a valuation undertaken,
 - iii. if not, why the Clients had not obtained a valuation,
 - iv. why the transaction was proceeding on a private basis (with no estate agent or valuer),
 - v. any relationship with the proposed purchaser,
 - vi. the reason why a local firm was not instructed to represent them in the sale, and
 - vii. plans for funding future accommodation.
- 32.11 No face-to-face meeting was held to undertake any enquiries to ascertain the full circumstances of the transaction, including the extent of the undervalue and the Clients' reasons for agreeing to such a sale price despite knowing from the instruction that it was a sale at an undervalue, a property not geographically close to the Firm, with no onward purchase or lease of future property for the Clients and having concerns about the potential for undue influence.
- 32.12 Mr Ali's email to Mr Plant on 20 August 2018 when the instructions were received has as the subject '*Transaction at under value*'. There was no evidence on the matter file of any attempt to enquire as to the extent of the undervalue.
- 32.13 In an email to the SRA dated 24 August 2022, Mr Ali stated: "*I cannot comment on the value of the property as I am not a valuer.*" In relation to obtaining the GP letters and having the signatures witnessed he stated: "*The above actions were taken as the sale price seemed cheap*".

- 32.14 As detailed above, a transaction at an undervalue without further justification can be seen to be unusual and a red flag with regards to both undue influence and money laundering which in the circumstances required further enquiries of the Clients.
- 32.15 On 25 August 2022 the Investigation Officer of the SRA (“the IO”) emailed Mr Ali asking *“Please can you confirm if you had a discussion with the clients about the seemingly very low sale price. If so, please can you forward the attendance note.”* On 2 September 2022, in response Mr Ali stated: *“We would not routinely comment on value as this is beyond our qualifications and our remit. We are also not insured to pass such comment. It is not mentioned in our client care documentation that we will provide any valuation services.”*
- 32.16 Mr Plant has said after speaking to Mr Ali he *“can vaguely remember being told that the Property was a bit cheap when the matter was referred to us and the Sellers had some debts to pay off and were in mortgage arrears...”*
- 32.17 The property value in 1992 was £49,500, as was evident from the conveyance agreement with the Council. That should have alerted the Respondents to the extent to which the sale for £52,000 some 26 years later was at an undervalue.
- 32.18 A check on publicly available information could easily have revealed the extent of the undervalue. As an indication of the true value of the Property, though not known by the Respondents at the time, the Purchaser bought his mother’s neighbouring property 10 days prior for £260,000.
- 32.19 The Respondents did not take any steps to ascertain the extent to which the proposed sale was for an undervalue, they did not enquire whether the Clients had obtained a valuation themselves, nor did they advise the Clients to obtain one. The Respondents ought to have enquired with the Clients the extent of the undervalue and the reasons why the sale price had been agreed at that level, in order to understand the transaction they were being instructed on.
- 32.20 The Respondents made no enquiries with the Clients about what their living arrangements would be after the sale of the Property.
- 32.21 The Law Society Conveyancing handbook, 25th edition, confirmed in the checklist for a solicitor acting for a seller that vacant possession/details of tenancies were needed, for inclusion in the contract. Further, in preparing for exchange the question is asked as to whether vacant possession will be given. In the seller’s checklist at section E4 paragraph 4.2.1(r), a solicitor is to check arrangements for vacant possession and handing over keys.
- 32.22 The Law Society Conveyancing Protocol 2011 requires that the conveyancer should *‘check whether the seller has property to buy and whether an offer has been accepted and where there is any linked transaction or chain of transactions’* and *‘Confirm the completion date and ensure the seller is aware of the obligation to give vacant possession.’*
- 32.23 In this case the Clients did not move out of the property and provide vacant possession on completion and arrangements were not checked or made for them to do so. The

Respondents did not adequately enquire as to arrangements for vacant possession and so had failed to understand the nature of the transaction, and identify further potential risks to the Clients in that arrangements were not made to advise them on the risks of the actual intended transaction or of options to protect any rights to remain in the property.

- 32.24 Both Clients had completed a personal details form and in answer to *'Intended Correspondence Address after Completion'* stated the Property address.
- 32.25 The Law Society Property Information Form (TA6) was completed by the Clients on 6 September 2018. In response to question 11.5 *'Is the property being sold with vacant possession?'* 'no' has been ticked then crossed out, and 'yes' was also ticked. No clarification was sought from the Clients.
- 32.26 Mr Ali stated on 24 August 2022 *"we do not have any notes to say that our client would continue to reside at the property after completion"*. The personal details form completed by the Clients contained the Property address as their correspondence address post sale.
- 32.27 On 1 November 2022. Mr Ali stated he took initial instructions from the Clients and passed the matter to Mr Plant. *"I did ask if they had thought things through and that they should plan for the future."* There was no written record of this or any further advice on the file, and even on his own account Mr Ali did not check whether the Clients had a property to buy or what other living arrangements they intended after the sale.
- 32.28 As a consequence, the Clients resided at the Property post-completion without any (or any adequate) legal protection in place. Client B's position was that the arrangement was that he and Client A could live in the property after the sale. However, no formal arrangements were put in place to protect the Clients' ongoing right to live in the Property. It was noted that Client B was moved out of the Property by the Council, presumably with no (or no immediate) consequence to the Purchaser.

Failure to provide adequate advice

- 32.29 Having failed to undertake the enquiries identified above, the Respondents subsequently, and consequently, failed to adequately advise the Clients as to the risks and consequences of their proposed sale.
- 32.30 The proposed sale at an undervalue, without an onward purchase or arrangements to protect an ongoing right to live in the Property, carried the risk and consequence that the Clients would not be able to continue residing at the property in the future and would be left without sufficient funds to secure alternative accommodation. The Respondents failed to provide the Clients with any advice in this regard.
- 32.31 The Respondents failed to provide any or any adequate advice to the Clients as to the risks and consequences of the sale which was required in the circumstances where there had been concerns as to the risk of undue influence and capacity. Coomber v Coomber [1911] 1 Ch 723, 730, approved in Etridge at paragraph 60 (in the context of undue influence) stated:

“All that is necessary is that some independent person, free from any taint of the relationship, or of the consideration of interest which would affect the act, should put clearly before the person what are the nature and the consequences of the act. It is for adult persons of competent mind to decide whether they will do an act, and I do not think that independent and competent advice means independent and competent approval. It simply means that the advice shall be removed entirely from the suspected atmosphere; and that from the clear language of an independent mind, they should know precisely what they are doing.”

- 32.32 There was no evidence of the Respondents, having identified the concern of possible undue influence, providing the Clients with that independent and competent advice in clear language, so that they could know precisely the consequences of their proposed sale.
- 32.33 When considering the scope of the duty to advise the starting point is the “rotten tooth” scenario described in Credit Lyonnais SA v Russell Jones & Walker [2002] EWHC 1310 (Ch). The proposition is that, if a dentist agrees to remove a rotten tooth from their patient’s mouth, but in doing so they notice that several other teeth are also rotten and will cause pain if not removed, they are under an obligation to advise accordingly. In the same way, where a lawyer becomes aware of a risk to the client while doing that for which they were retained, it is the lawyer’s duty to inform the client that there may be other problems which require attention.
- 32.34 In Denning v Greenhalgh Financial Services Ltd [2017] EWHC 143 (QB) [HWP1/906-933], it was said that an extended duty arises only in “*obvious*” cases, and a “*close and strong nexus*” with the retainer is required. The risks of the particular transaction were closely aligned to the retainer to undertake the conveyance at an undervalue. The additional advice or steps required would not have been burdensome to the Respondents, and in any event, the steps required were reasonable, incidental and required in the context of vulnerable and inexperienced clients and where there was a known risk of undue influence.
- 32.35 Ms Stevens submitted that the Clients should have been advised that a sale at an undervalue as proposed would in the circumstances leave significantly reduced funds available to secure accommodation for the Clients.
- 32.36 The Law Society Conveyancing Protocol required those acting for the seller to ‘*ensure seller is aware of the obligation to give vacant possession*’. The Clients put the Property address as their correspondence address for after the sale and Mr Plant wrote to them at that address after completion. No advice was provided as to the provision of vacant possession.
- 32.37 Further, the Conveyancing handbook 25th edition asked, in preparing to exchange, whether the terms of the contract been explained to the client. There was no evidence that either Respondent explained the terms of the agreement including the need to give vacant possession to the Clients. It also emphasised that in cases where it is not practicable for the client to sign in the solicitor’s presence, the solicitor may send the contract to the client for signature with an accompanying letter which clearly explained where and how the client was required to sign the document. If not already done, the

letter should also explain the terms of the contract in language appropriate to the client's level of understanding.

- 32.38 The only evidence of any advice being given to the Clients on the risk and consequences of the sale was Mr Ali's own account of his initial conversation with them, limited in any event to his statement that *"I did ask if they had thought things through and that they should plan for the future."* No attendance note was made of that conversation and Client B had no recollection of receiving advice from Mr Ali.
- 32.39 Both Respondents asserted that they were unaware of the Clients' intention to continue living at the property after the sale. It followed that no (or no adequate) advice was given on the risks and consequences of entering into a sale and continuing to live in the Property without any formal arrangements in place.

Failure to obtain Client B's consent for Client A to give instructions on their behalf

- 32.40 The Law Society Conveyancing handbook, 25th edition, stated that where the solicitor is instructed by one person to act on behalf of that person and another, e.g. as co-sellers, the non-instructing client's authority to act and consent to the transaction should be confirmed directly with the person concerned.

- 32.41 The Law Society Conveyancing Protocol stated:

"If there is more than one client, for example where the property is in joint names, it is important to check the scope of the authority to act in this situation. You need to have instructions from both clients even if authority is given for one to act on behalf of them jointly for day-to-day communications' a scope of authority to act check, where there is more than one seller."

- 32.42 The Law Society Practice Note: Property and registration fraud stated: *"If you are accepting instructions from one client on behalf of others or a third party, rule 2.01(c) of the Code of Conduct requires you to check that all clients agree with the instructions given..."*

- 32.43 In this case communications with the Respondents and/or the Firm were via the email address for Client A. Client B stated:

"I have never been presented with any paperwork or was told that any documents I was signing was to transfer my title deed and interests for Property A... I imagine that without knowledge of what it was and its importance I was probably presented with legal paperwork by [Client A] and asked to sign it as I never questioned her, but the paperwork may have been a deed to transfer title and ownership to [Purchaser A] without me knowing."

- 32.44 Following the initial Client Care Letter, all correspondence and instructions sought by or on behalf of the Respondents were to Client A. Mr Ali's account of his initial call with the Clients did not include obtaining consent from Client B for Client A to give instructions on his behalf. There was no record on the file of such consent ever being asked for or obtained by or on behalf of either Respondent.

- 32.45 In his representations dated 25 June 2024, Mr Ali accepted *“it would have been helpful to meet the clients in person and also speak with [Client B] separately”*.
- 32.46 Outcome 1.2 of the Code which required him to provide services to his clients in a manner which protected their interests in their matter, subject to the proper administration of justice. Further, Principle 4 required him to act in the best interests of each client. It was clear that the failings identified evidenced that Mr Ali’s conduct was in breach of Principle 4 and Outcome 1.5 and Principle 5 (Proper standard of service).
- 32.47 Mr Ali’s failure to adequately advise on the risks and consequences of the sale further breached Outcome 1.5 of the Code which required that: *‘The service you provide to clients is competent, delivered in a timely manner and takes account of your clients’ needs and circumstances’* and Principle 5 that *‘You must provide a proper standard of service to your clients’*.
- 32.48 Ms Stevens submitted that by failing to make adequate enquiries and by failing to provide adequate advice, in circumstances which enabled his clients to be taken advantage of by third parties, Mr Ali’s conduct undermined public trust in legal services, in breach of Principle 6. The impact was evidenced in the report from the Council which considered that the solicitors had been *“reckless or negligent in their works on behalf of the client in a situation that I think any reasonable person would identify as a scam”*.
33. **In addition, allegation 1 was advanced on the basis that Mr Ali’s conduct was reckless. Recklessness was alleged as an aggravating feature of the misconduct but was not an essential ingredient in proving the allegation.**
- 33.1 Ms Stevens submitted that Mr Ali was aware of several red flags in the instructions received from the Clients and arising from the transaction. The steps he took in the knowledge of those red flags were insufficient to address the evident risk and in the circumstances known to him, it was unreasonable to take the risk. The circumstances known to him included:
- The sale was at an undervalue;
 - The age of the Clients as set out in the email from Mr Ali dated 2 September 2022 and person detail forms;
 - The distance instruction and that they *‘were unlikely to ever meet them face to face’*;
 - No estate agents were involved and the referral came from Mr Hussain according to Mr Ali’s recollection to Mr Plant;
 - Concerns about capacity due to the distance instruction;
 - The completion statement showed that there would only be £11,688.91 going to Clients.

- 33.2 Mr Plant indicated that there were concerns between himself and Mr Ali prior to accepting instructions that the purchaser was taking advantage of the Clients via a lack of capacity and further whether they were really dealing with the Clients (i.e. whether the purchaser was instead providing answers or coercion.
- 33.3 The risk of the transaction in those circumstances included that the Clients were entering an agreement which was
- (i) not in their best interest;
 - (ii) to their financial detriment such that they would not be able to fund future accommodation; and
 - (iii) that the purchaser was taking advantage of them. The risk in this case materialised, as detailed above; the Clients' sold their home at a significant undervalue (approximately a fifth of its market value), receiving only £11,688.91 from the proceeds and with no guarantee of being able to continue living in the property. Client B was subsequently exposed to such poor living conditions by the purchaser that the Council intervened and provided him with temporary alternative accommodation.
- 33.4 The only steps taken by the Respondents in response to the known risks were:
- Obtaining a capacity letter from the Clients' GP. The letter was provided to the Firm by the Clients and was generic, being addressed 'To whom it may concern', without any information as to the context in which their capacity was assessed.
 - Arranging the contract signing to be witnessed by Mr Hussain the day prior to the proposed completion date. Whilst the Respondents asserted this was to ensure no undue influence on the Clients, Mr Dodsworth's email of instruction to Mr Hussain on 10 October 2018 stated it was done to save time ahead of the proposed completion date of 12 October 2018.
- 33.5 Despite the known circumstances and red flags identified above, the Respondents did not:
- Meet the Clients in person, as per their Firm policy which stated that for older or vulnerable clients there is a need to see clients alone. Mr Ali accepted it *'would have been helpful to meet the clients in person'*;
 - Make enquires as detailed above;
 - Provide the advice detailed above.
- 33.6 Ms Stevens submitted that in light of the above, it is averred that Mr Ali acted recklessly in relation to the conduct outlined in Allegation 1.

The Respondent's Case

33.7 Mr Ali admitted the allegations including that his conduct was reckless.

The Tribunal's Findings

33.8 The Tribunal found allegation 1 proved on the facts and evidence. The Tribunal found Mr Ali's admissions to have been properly made. The Tribunal also found, as was admitted, that Mr Ali's conduct had been reckless. The risks identified by the Applicant were clear and known to Mr Ali. It was unreasonable for him to have taken that risk.

33.9 Accordingly, the Tribunal found allegation 1 proved in its entirety, including that Mr Ali's conduct had been reckless.

Previous Disciplinary Matters

34. None

Mitigation

35. Mr Ali submitted that he accepted that his supervision fell below the required standard such that he was reckless. Mr Ali submitted that the allegations should have focused on Mr Plant as the solicitor with day-to-day conduct of the matter. Whilst he was newly qualified, Mr Plant's background was in conveyancing prior to qualification.

36. As to his working pattern, he would pass work referred to him to a fee earner. On occasion, Mr Ali stated that he would make the initial contact. Mr Ali stated that he recalled speaking to Client B briefly while driving. There was no file note of that conversation. Mr Ali submitted that his role in this matter was only as a supervisor. If he considered that there was an issue, he would highlight it for Mr Plant to deal with. Mr Ali submitted that Mr Plant was more culpable than Mr Ali.

37. Mr Ali considered that he failed in his supervision by not checking Mr Plant's work more robustly. This was a lapse in judgement rather than intentional.

38. Since this matter, the Firm's policies had been updated in order to prevent any reoccurrence. Now, in a matter where no estate agents are involved, the Firm requires the seller to provide a valuation. This meant that the Firm was now more cautious than it had been previously and that, in Mr Ali's view, it needed to be.

39. Mr Plant was fined the sum of £7,500 reduced from £19,500. Mr Ali submitted that any financial penalty should be lower than that imposed on Mr Plant, given that Mr Plant was the solicitor with conduct of the matter. Mr Ali submitted that a fine that fell within the Tribunal's Indicative Fine Band Level 2 was appropriate.

Sanction

40. The Tribunal had regard to the Guidance Note on Sanctions (11th Edition – February 2025). The Tribunal's overriding objective, when considering sanction, was the need to maintain public confidence in the integrity of the profession. In determining

sanction, it was the Tribunal's role to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances.

41. Mr Ali was not motivated to commit misconduct. His misconduct arose out of his failings. The Clients were vulnerable and had trusted the Respondent and his Firm to provide them with adequate advice or ensure that his staff provided that advice.
42. Whilst he was not the fee earner of the Firm, he held compliance roles and had expressed concern in relation to coercion but took no further action in that regard. He gave no guidance as to what should be done to allay those concerns and had accepted that his conduct as a supervisor had fallen short. The Tribunal determined that given his roles and experience, Mr Ali was the person who was primarily responsible for the matter. He was an experienced conveyancing solicitor who had abrogated his responsibility for the matter to a junior solicitor notwithstanding the concern he expressed.
43. He had caused significant harm to his clients who had suffered a significant financial loss, the property having been sold for approximately 20% of its value. He had failed to consider accommodation post-sale for his clients. Ultimately, Client B was forced to leave his home as a result of Mr Ali's failure. He had also caused harm to the reputation of the profession. He knew that the property was being sold at an undervalue. He had concerns about coercion. He knew that those clients were vulnerable. Accordingly, such harm was foreseeable.
44. The misconduct continued over a period of time. Mr Ali sought to blame Mr Plant for the misconduct. Whilst he accepted that he had not supervised Mr Plant as he should, Mr Ali's view was that his misconduct was less culpable than that of Mr Plant as the solicitor with conduct of the case. The Tribunal disagreed. The Tribunal found that as the Managing Partner, COLP and COFA of the Firm, Mr Ali bore primary responsibility for the failures that occurred. This matter, having been referred to the Firm, was known to Mr Ali. He had expressed at the outset that he had concerns about coercion but thereafter did nothing to satisfy himself that this was not the case. Further, he knew that the sale was at an undervalue. Accordingly, the Tribunal determined that Mr Ali was more culpable than Mr Plant.
45. In mitigation, the Tribunal found that Mr Ali had admitted the misconduct at an early stage. He had also implemented new processes at the Firm in order to ensure that this type of misconduct could not occur again.
46. The Tribunal considered that sanctions of No Order and a Reprimand were not proportionate to the seriousness of the misconduct. The Tribunal considered that a financial penalty reflected the seriousness of the misconduct. The Tribunal assessed the misconduct as very serious and determined that the misconduct fell within its Indicative Fine Band Level 4. The Tribunal considered that a fine in the sum of £40,000 was appropriate for the level of Mr Ali's culpability and the seriousness of the misconduct together with the significant harm he had caused to his clients.

Costs

47. Ms Stevens applied for costs in the sum of £37,496.86. This took account of the reduced hearing time.. The case had been properly brought. There had been no overlap of staff in the preparation of this matter. It was submitted that the hourly rate was reasonable. Whilst no witnesses attended to give evidence, it was necessary for witness statements to be taken
48. Ms Stevens submitted that Mr Plant was liable for 33% of the costs when the matter against him was determined. The amount applied for against Mr Ali was 66% of the full amount..
49. Mr Ali submitted that his costs should be aligned with the amount ordered against Mr Plant and that costs in the sum of around £15,000 was appropriate.
50. The Tribunal considered that costs in the sum of £28,000 were reasonable and proportionate taking into account the provisions of Rule 43 of the Solicitors (Disciplinary Proceedings) Rules 2019.

Statement of Full Order

51. The Tribunal ORDERED that the Respondent, AJAZ ALI, solicitor, do pay a FINE of £40,000.00, such penalty to be forfeit to His Majesty the King, and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £28,000.00.

Dated this 5th day of August 2025
On behalf of the Tribunal

G. Sydenham

G. Sydenham
Chair