

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12716-2024

## BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

ANBANANDEN SOOBEN

Respondent

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Before:

Mr E Nally (in the Chair)

Mrs L Murphy

Mr A Pygram

Date of Hearing: 19 -20 August 2025

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## Appearances

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

The Respondent appeared and represented himself.

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## JUDGMENT

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## **Allegations**

1. The Allegations against the Respondent, Anbananden Sooben, made by the SRA were that, while in practice as a sole principal at Duncan Ellis Solicitors (“the Firm”):

- 1.1 On 1 September 2023, the Respondent provided information to an insurer in a covering letter for professional indemnity insurance which he knew or ought to have known was inaccurate and/or misleading as he:

- 1.1.1 Failed to inform his insurers that the SRA’s investigation was ongoing due to the SRA’s concerns with the Firm;

- 1.1.2 Stated that he had reported the alleged misconduct of a caseworker to the SRA, which was not true.

In doing so he thereby breached any or all of Principles 2, 4 and 5 of the SRA Principles 2019 (the “Principles”) and Paragraph 1.4 of the Code of Conduct for Solicitors 2019 (“the Code for Solicitors”).

- 1.2 Between 4 to 29 August 2023, the Respondent caused client care letters and invoices to be created and/or amended them to give the misleading impression that costs information had been provided to clients when this was not true and in doing so he therefore breached any or all of Principles 2, 4 and 5 of the Principles and Paragraph 1.4 of the Code.

- 1.3 As Sole Practitioner and COFA, the Respondent failed to ensure that the Firm complied with the SRA Accounts Rules (the Accounts Rules) during the period of 13 April 2021 to 12 February 2024 in the following ways:

- 1.3.1 He caused and/or allowed a minimum shortage of £9,120 to exist on client account;

- 1.3.2 He failed to ensure reconciliations were completed every five weeks for the Firm;

- 1.3.3 He failed to keep and maintain accurate, contemporaneous and chronological records either at all, or accurately

- 1.3.4 He failed to keep a client cashbook;

- 1.3.5 He failed to correct any breaches of the rules promptly on discovery.

In doing so he thereby, breached any or all of Rules 6.1, 8.1 and 8.3 of the SRA Accounts Rules (2019), Principles 2, 5 and 7 of the Principles, Paragraph 4.2 of the Code for Solicitors and Paragraph 9.2 of the SRA Code of Conduct for Firms 2019 (“the Code for Firms”).

- 1.4 He failed to supervise members of staff at the Firm’s branch office adequately or at all.

In doing so thereby breached any or all of Principles 3 and 5 of the Principles and Paragraph 3.5 of the Code for Solicitors.

2. In addition, allegation 1.4 above was advanced on the basis that the Respondent's conduct was reckless. Recklessness was alleged as an aggravating feature of the Respondent's misconduct but not as an essential ingredient in proving the allegations.

### **Executive Summary**

3. The Respondent was the Manager, COLP, and COFA of the Firm since its inception at its original Hounslow office in September 2019. In July 2023, the Firm absorbed another practice (formerly L&L Law) following the death of its sole principal. That practice became the Colliers Wood Branch of the Firm.
4. The Firm's client care letters identified Mr Lingajothy, of the Colliers Wood branch, as a caseworker, and the Respondent as the Firm's principal. However, it later emerged that all payments, including staff salaries, were made to and from the account of a limited liability company of which Mr Lingajothy was the sole director and shareholder. Mr Lingajothy also received fees directly from clients and deposited them into that account—of which he was the sole signatory—without the Respondent's knowledge or permission.
5. On 9 July 2023, undercover reporters from a newspaper, posing as economic migrants, alleged that Mr Lingajothy had advised them in a manner that encouraged the falsification of facts to obtain asylum in the United Kingdom. Following publication of the article on 11 July 2023, the Respondent dismissed Mr Lingajothy.
6. On 27 July 2023, the SRA notified the Firm in writing of its intention to conduct a forensic investigation, which commenced the following day.
7. Following the investigation, the SRA intervened into the Firm in February 2024 and referred the Respondent to the Tribunal on 9 July 2024.
8. In response to the allegations against him, the Respondent denied any dishonesty. He rejected the claim that he had provided misleading information in his cover letter accompanying the insurance renewal and further denied concealing any information from the insurer. Regarding the second allegation, he explained that he had amended by hand an attendance note and created an invoice in the mistaken belief that he was expected to bring the Firm's records up to date before FIO's next visit, following concerns raised about the Firm's paperwork. He disputed the existence of minimum cash shortages in the Firm's client account arguing that the Firm was under no obligation to maintain one. Whilst not specifically disputing the other accounting breaches, he denied failing to supervise the staff at the Collier Wood branch stating that he usually visited the location three times every week and adopted a "hands off" supervision style.
9. The Tribunal found, on the balance of probabilities, that the Respondent had failed to disclose to the insurer that he was under investigation by the SRA and had therefore provided misleading information in that respect. However, it did not find that the part

of his cover letter interpreted as reporting Mr Lingajothy to the SRA was misleading. The Tribunal accepted the Respondent's explanation that the document amendment and invoice creation were not intended to mislead clients. It did not find the Respondent's conduct to be dishonest. Nonetheless, the Tribunal found the allegations proved in respect of breaches of the Accounts Rules and failure to supervise the Colliers Wood office. In relation to the latter, the Tribunal concluded that the Respondent's conduct was reckless.

### **Sanction**

10. The Respondent was [suspended for 9 months and indefinite restrictions were imposed on his ability to practice.](#)

### **Documents**

11. The Tribunal considered all of the documents contained in the Tribunal's electronic case file in the case which included:
  - (a) The Applicant's Rule 12 Statement dated 1 October 2024.
  - (b) The Exhibits Bundle (Containing exhibits X3 – X497).
  - (c) The Respondent's Answer to the Rule 12 Statement undated.
  - (d) Applicant's Skeleton Argument dated 12 August 2025.
  - (e) Respondent's Skeleton Argument dated 1 August 2025

### **Factual Background**

12. The Respondent was born in June 1942.
13. He was admitted on to the Roll on 15 February 2006.
14. He was the sole Principal of the Firm and held multiple regulatory roles, including Compliance Officer for Legal Practice ("COLP"), Compliance Officer for Finance and Administration ("COFA"), Money Laundering Reporting Officer ("MLRO"), Training Principal, and Authorised Supervisor.
15. In April 2020, following the death of the sole principal of L&L Law, the Respondent was granted a Temporary Emergency Authorisation ("TEA") and was thereby approved by the SRA to act as COLP and COFA for L&L Law. The TEA was expected to lapse either the following year or upon the winding up of the deceased principal's estate.
16. Following the Respondent's unsuccessful application in May 2021 for authorisation of L&L, the Firm notified the SRA on 11 October 2021 that it had succeeded L&L Law. It was further confirmed that L&L Solicitors had closed on 13 April 2021.
17. Mr Vinnasythamby Lingajothy, an unadmitted employee and caseworker at L&L remained at the Colliers Wood branch of the Firm in that position after the absorption of L&L Law into the Respondents Firm.
18. The Firm's primary practice area was immigration claims.

19. The Firm was intervened on 12 February 2024.
20. The Respondent's practising certificate, although initially suspended, was reinstated with conditions. On 1 October 2024, the following conditions were imposed on his practising certificate:

That he:

- (a) May not act as a manager or owner of an authorised body.
- (b) May only act as a solicitor as an employee where the role has first been approved by the SRA.
- (c) May not act as a COLP or COFA for any authorised body.
- (d) May not hold or receive client money or act as a signatory to any client or office account or have the power to authorise transfers from any client or office account.
- (e) Shall immediately inform any actual or prospective employer of these conditions and the reason for their imposition.

### **Witnesses**

21. 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.
22. The only witness to give oral evidence was the Respondent.

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

23. 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.
24. 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.
25. The Tribunal had regard to the following authorities:
  - (a) In assessing dishonesty under **Allegations 1.1 and 1.2**, the Tribunal applied the test set explained by the Supreme Court at paragraph 74 of [Ivey v Genting Casinos \(UK\) Ltd t/a Crockfords \[2017\] UKSC 67](#).

- (b) In relation to lack of integrity in **Allegations 1.1, 1.2, 1.3, 1.4 and 1.5**, the Tribunal applied the test set out at paragraphs 97 to 107 of [Wingate v SRA \[2018\] EWCA Civ 366](#).
- (c) In considering whether recklessness constituted an aggravating feature of **Allegation 1.4** the Tribunal referred to the test set outlined in paragraph 78 of [Brett v SRA \[2014\] EWHC 1974](#).

26. The Applicant's Case

- 26.1 The Applicant's case is set out in the Rule 12 Statement dated 1 October 2024 which can be found here [Click Here](#).

27. The Respondent's Case

- 27.1 The Respondent's answer to the Rule 12 Statement can be found here [Click Here](#).
- 27.2 Based on his documentary and oral evidence, the Respondent advanced his case in response to the allegations as set out as follows:

**Allegation 1.1: On 1 September 2023, the Respondent provided information to an insurer in a covering letter for professional indemnity insurance which he knew or ought to have known was inaccurate and/or misleading.**

- 27.3 The Respondent denied acting in breach of the Principles or the Code in relation to the completion of the professional indemnity insurance proposal form submitted on 1 September 2023. He asserted that:
- (a) He ticked the relevant box indicating within the form disclosing the ongoing SRA investigation and provided an explanation for why he ticked the box with a cover letter.
  - (b) He did not intend to mislead anyone with the contents of the covering letter that accompanied the renewal form.
  - (c) In reliance upon the Insurance Act 2015, he fulfilled his duty of fair presentation and that the duty to seek clarification lay with the insurer.
  - (d) He acted to protect clients by ensuring continuity of cover, especially given the uncertainty surrounding the investigation.
  - (e) No client had made a claim against the Firm and that he continued to pay for run-off cover from his pension to safeguard client interests.

**Allegation 1.2: Between 4 to 29 August 2023, the Respondent caused client care letters and invoices to be created and/or amended them to give the misleading impression that costs information had been provided to clients when this was not true and in doing so he therefore breached any or all of Principles 2, 4 and 5 of the Principles and Paragraph 1.4 of the Code.**

27.4 The Respondent acknowledged amending documents for two clients between the 4 August and the 29 August 2023 prior to a regulatory interview on 15 November 2023. He denied any dishonest intent. He submitted in addition that:

- (a) The amendments were made openly and by hand, with no attempt to conceal them.
- (b) He believed he was expected to make corrections before the next meeting, with the SRA describing this as a genuine misunderstanding.
- (c) He denied any attempt to mislead or falsify documents and admitted to creating an invoice after the issue was raised based on his misunderstanding of what was expected of him.
- (d) In reliance on what the Respondent described as *the man on the omnibus* test, no reasonable person would regard his conduct as dishonest.

**Allegation 1.3: As Sole Practitioner and COFA, the Respondent failed to ensure that the Firm complied with the SRA Accounts Rules (the Accounts Rules) during the period of 13 April 2021 to 12 February 2024 in the following ways:**

27.5 The Respondent refuted the allegation of a £9,120.00 shortage in the client account and denied acting without integrity. In respect of the allegations relating to the breach of the Accounts Rules He submitted that:

- (a) As the COFA for the Firm, he had made a decision not to mix the finances of the Colliers Wood and Hounslow offices, preferring that each operate independently.
- (b) No client account was operated or required at the Colliers Wood office, and clients were instructed to pay fees directly to Mr Lingajothy after work was completed.
- (c) He relied on guidance from the SRA (Rule 2.2 exemption) and advice from an SRA authorisation officer that a client account was not required.
- (d) Three of six clients provided written confirmation that payments were for completed work not deposits for future services.
- (e) Although he did not perform a 3-way reconciliation of accounts, he made efforts to engage accountants for reconciliation once the problem was identified.
- (f) He spent £4,000 on reconciliation efforts but the accountants engaged performed poorly.

**Allegation 1.4: He failed to supervise members of staff at the Firm's branch office adequately or at all.**

27.6 The Respondent denied failing to supervise or manage the Colliers Wood office adequately. He further denied any recklessness. He submitted that:

- (a) He attended the Colliers Wood Office three days a week and followed a mode of operation previously approved by the SRA in 2018.
- (b) In supervising staff, he would review files but did not use a checklist and was unaware of any requirement mandating one.
- (c) His approach to supervision was to avoid micromanagement and to allow staff autonomy.
- (d) He frequently sat in with Mr Lingajothy during client interviews and especially remotely during the COVID pandemic .

## 28. The Tribunal's Findings

- 28.1 The Tribunal considered the evidence presented by the parties, including the oral evidence heard and documentary exhibits. It also took into account the relevant provisions of the Principles, the SRA Codes, the Solicitors Account Rules and the various authorities provided by the parties.
- 28.2 The Tribunal applied in all of its reasoning and findings, the burden of proof on the civil standard.
- 28.3 Allegation 1.1.1 The Respondent's failure to inform insurers that the SRA's investigation was ongoing due to the SRA's concerns with the Firm.
- 28.4 The Tribunal carefully examined the contents of the insurance proposal form submitted to Hera Indemnity and the cover letter and came to the following conclusions:
  - (a) The Respondent ticked the relevant box indicating that there was a matter to report to the insurers.
  - (b) By ticking that box, the Respondent was required to provide full details on a separate sheet and include a copy of all correspondence issued by any regulatory body.
  - (c) The information provided by the Respondent was not as full as it ought to have been and was imperfect in the level of detail supplied.
  - (d) The Respondent accepted that the wording of the statement. accompanying the renewal form was potentially or actually incomplete.
  - (e) The Respondent's rationale for not providing the required detail was that he considered the information to relate to the actions of a case worker and other reasons for interaction with the SRA were, in his view, ancillary.
- 28.5 The Tribunal found that the Respondent's failure to provide full and accurate disclosure of the SRA investigation amounted to a breach of his duty to inform insurers of material facts. The allegation was therefore found proved.



### *Breaches*

28.6 As a result of its findings, the Tribunal found the following breaches proved to the requisite standard:

- **Principle 2 and 5 of the Principles** (respectively, failure to maintain public trust and confidence, and lack of integrity);
- **Part 1.4 Code** (acting in a way as to mislead others or was likely to mislead others, where ‘others’ were regarded as the insurers).

Allegation 1.1.2: The Respondent stating that he had reported the alleged misconduct of a caseworker to the SRA, which was not true

28.7 In relation to this allegation, the Tribunal reviewed the relevant passage in the cover letter, which stated: “*Further to paragraph 15 of the Proposal Form, we would like to inform you that as a result of alleged misconduct of a caseworker, and following dismissal of the caseworker and reporting the matter to the SRA, we had a visit from the SRA.*” The Tribunal made the following findings:

- (a) The wording of the statement by the Respondent had been clumsily drafted and competing inferences could reasonably be drawn from it.
- (b) The statement could not be construed to be a clear or deliberate representation that the Firm, or the Respondent, had formally reported the caseworker to the SRA.

Accordingly, the Tribunal did not find the factual basis of the allegation proved.

### *Breaches*

28.8 As the factual basis of **Allegation 1.1.2** was not found proved, the Tribunal did not find any of the associated breaches proved to the requisite standard.

Allegation 1.2: The Respondent caused client care letters and invoices to be created and/or amended them to give the misleading impression that costs information had been provided to clients when this was not true.

28.9 The Tribunal carefully considered the documents in question including the client care letter and invoice, and listened to the Respondent’s explanation regarding the timing, purpose, and manner of the changes made between the initial and follow-up visits by the Forensic Investigation Officer (FIO).

28.10 The Tribunal made the following findings:

- (a) A client care letter (for Client SV) had been amended by hand to reflect that additional sums had been paid beyond the originally agreed fee. Additionally, an invoice had been created after the FIO had raised concerns to reflect that the fixed fee had been paid in the amended amount.

- (b) Both the amendment and the creation were made after the SRA had raised concerns with the Firm and were not part of routine client communication.
- (c) There was no evidence that the amended documents were ever sent to the clients or seen by them.
- (d) The Tribunal accepted the Respondent's explanation that the documents were amended and created by him to align and rectify internal records for the purpose of the ongoing forensic investigation and not to deceive either the clients or the SRA.

28.11 The Tribunal concluded that the factual basis of **Allegation 1.2** was not proved to the requisite standard.

### Breaches

28.12 Accordingly, as the factual basis of **Allegation 1.2** was not found proved, the Tribunal did not find any of the associated breaches proved.

### **Dishonesty**

28.13 Dishonesty was pleaded in relation to **Allegations 1.1.1, 1.1.2, and 1.2**. However, as the factual allegations in **1.1.2** and **1.2** were not proved, the Tribunal only considered the issue of dishonesty in relation to **Allegation 1.1.1**, where the underlying factual allegation was established.

28.14 The Tribunal considered whether on the balance of probabilities the Respondent acted dishonestly when completing and signing the insurance application and accompanying letter dated 1 September 2023. Having reviewed the evidence and the Respondent's explanation, the Tribunal was not satisfied that his conduct met the threshold for a finding of dishonesty.

28.15 In particular, the Panel accepted the following:

- (a) Although the SRA had written to the Respondent on 27 July 2023 requesting accounting documents, the Respondent genuinely believed that the inquiry was prompted by the *Daily Mail* article and related primarily to reputational concerns. He had taken steps to address those concerns.
- (b) At the time of completing the insurance form, the Respondent did not consider the discussions regarding the Firm's accounts or the visit by the FIO to constitute a formal or serious investigation requiring further disclosure beyond what had already been provided.
- (c) The Respondent believed that by ticking the relevant box and providing a follow-up statement, he had discharged his duty of disclosure. He further relied on his longstanding relationship with the insurer, spanning over 14 years, and believed that any further clarification would be sought if necessary.

28.16 In those circumstances, the Tribunal concluded that while the statement may have been misleading, it did not amount to dishonesty when judged against the standards of ordinary decent people. Accordingly, the Tribunal did not find dishonesty proved pursuant to Principle 4.

Allegation 1.3 - Failure to ensure that the Firm complied with the SRA Accounts Rules during the period of 13 April 2021 to 12 February 2024

28.17 The Tribunal considered **Allegation 1.3**, which comprised five limbs relating to breaches of the SRA Accounts Rules and the Respondent's duties as COLP and COFA. The Tribunal found each limb proved on the balance of probabilities for the reasons set out below:

- (a) Allegation 1.3.1 - Shortage of £9,120 on the Firm's Client Account The Tribunal rejected the Respondent's submissions that the funds in question were not client money and there was no need for a client account at the Colliers Wood Office. Limited weight was placed on the new evidence introduced by the Respondent suggesting that with regards to three clients, the monies were paid into Mr Lingajothy's account after work had been completed. The Tribunal found:
- That the Respondent failed to produce any valid statutory bill under s.69 Solicitors Act 1974 which requires a signed and delivered bill.
  - There was no evidence that invoices had been raised before or at the time payments were received.
  - The absence of a client account for work accepted at the Colliers Wood Office was factually unjustified on this basis. The Respondent's decision to treat funds received at each office separately was unjustified and inconsistent with the obligations of a single authorised firm.
  - The Respondent's treatment of the Colliers Wood office as financially distinct and not subject to financial oversight by him was also inconsistent with his role as COLP and COFA.
- (b) Allegation 1.3.2 – Failure to Complete Reconciliations Every Five Weeks The Tribunal found that reconciliations were not completed in accordance with the required five-week intervals. The Respondent's own evidence confirmed that reconciliations were attempted retrospectively, irregularly and unsuccessfully.
- (c) Allegation 1.3.3 – Failure to Maintain Accurate, contemporaneous and Chronological Records

The Tribunal reviewed the exemplified transactions and found:

- The recording of those transactions were inaccurate and fell significantly below acceptable standards.
- The Firm's records lacked contemporaneity, coherence and structure.

- The failure of the Firm to maintain proper records was systemic and contributed to the broader mismanagement of the Firm

(d) Allegation 1.3.4 – Failure to Keep a Client Cashbook

The Respondent admitted that no client cashbook was maintained at the Colliers Wood office. The absence of a cashbook further compounded the inability to reconcile transactions and monitor client funds appropriately.

(e) Allegation 1.3.5 – Failure to Correct Breaches Promptly on Discovery

The Panel found that the Respondent did not take timely or effective steps to correct breaches once they were identified. While he did engage accountants during the investigation, the work produced was inadequate and did not remedy the underlying issues.

28.18 Accordingly, the Tribunal found all of the five limbs comprising Allegation 1.3 to be proved to the requisite standard.

Breaches

28.19 Given that the Tribunal's finding that the subset of allegations comprising **Allegation 1.3** were proved individually and collectively, the Tribunal found that the following breaches were proved to the requisite standard:

- **Principle 2, 5 and 7 of the Principles** - The Respondent failed to uphold public trust and confidence in the profession (Principle 2), acted without integrity (Principle 5), and failed to act in the best interests of clients (Principle 7);
- **Paragraph 4.2 of the Code** – The Respondent failed to safeguarding money entrusted by clients;
- **Paragraph 9.2 of the Code for Firms** – The Respondent in his role as COFA failed to take reasonable steps to ensure that employees comply with obligations imposed under the Accounts Rules;
- **Rules 6.1** - The Respondent failed to correct breaches promptly upon discovery and failed to ensure that monies were replaced in the client account where required;
- **Rules 8.1(b) and (c) of the Accounts Rules** - The Respondent failed to keep and maintain accurate, contemporaneous, and chronological accounting records;
- **Rule 8.3 of the Accounts Rules** - The Respondent failed to ensure that reconciliations of the client account were completed at least every five weeks, as required.

Allegation 1.4 - Failing to supervise members of staff at the Firm's branch office adequately or at all

28.20 The Tribunal considered **Allegation 1.4**, which concerned the Respondent's failure to adequately supervise Mr Lingajothy, the Colliers Wood office, and the handling of client matters and funds. The Tribunal accepted that certain supervisory practices — such as written checklists, appraisals, and documented reviews — may not be mandatory in all respects. However, the Tribunal was satisfied that adherence to such practices would operate as an indicator to represent objective professional standards and good governance, particularly in the context of regulatory compliance and risk management.

28.21 The Tribunal found the allegation proved for the reasons set out below:

- (a) There was no evidence of meaningful supervision of Mr Lingajothy or his work at the Colliers Wood office. The Respondent provided no written records, checklists, or monitoring logs to support his claim of oversight.
- (b) The Respondent's supervision, as described in his evidence, was woeful and lacked substance and structure. There were no spot checks, no reviews of file volumes, no monitoring of invoices or billing practices, and no evidence of compliance oversight in areas such as client care, money laundering, or scope of work.
- (c) The Respondent failed to provide support, guidance, or professional development to staff. There was no evidence of any attempt to set standards, identify challenges, or ensure regulatory compliance at the Colliers Wood Office.
- (d) The Tribunal concluded that the Colliers Wood office was effectively left to operate without interference or guidance from the Respondent. This amounted to an abdication of responsibility rather than a delegation of duties.
- (e) The Respondent's approach to supervision was inconsistent with his role as COLP and COFA and fell significantly below acceptable standards.
- (f) The Tribunal found the Respondent's evidence on this issue to be implausible and unpersuasive.

28.22 As a result of the Tribunal's finding that **Allegation 1.4** was proved, the Tribunal was satisfied that the following breaches were established to the requisite standard:

- **Principle 3 of the Principles:** The Tribunal found that the Respondent's supervisory responsibilities were compromised by the financial arrangements that existed between himself and Mr Lingajothy, and by his decision to treat the Colliers Wood office as operationally separate from the Firm. This approach undermined his ability to exercise independent judgment in ensuring compliance across the practice, particularly in his role as COLP and COFA

- **Principle 5 of the Principles:** The Respondent acted without integrity in his role as COLP and COFA by failing to implement any structured supervision, monitoring, or compliance framework, thereby exposing the Firm to regulatory risk
- **Paragraph 3.5 of the Code:** The Respondent failed properly to supervise those providing legal services on his behalf.

#### Allegation 2 - Recklessness as an aggravating feature of Allegation 1.4

28.23 The Tribunal considered whether the Respondent's conduct in relation to **Allegation 1.4** was reckless. Recklessness was pleaded as an aggravating feature of the misconduct.

28.24 The Tribunal found that the Respondent's conduct met the threshold for recklessness and in particular:

- (a) The Respondent was aware of the risks associated with leaving the Colliers Wood office, and Mr Lingajothy in particular, to operate without oversight or guidance.
- (b) Despite knowing that the absence of supervision could lead to regulatory breaches and client harm, the Respondent chose to proceed without implementing any meaningful safeguards.
- (c) The Respondent's approach amounted to a conscious disregard of the potential consequences. The resulting regulatory failures were both foreseeable and avoidable.
- (d) The Tribunal concluded that the Respondent's conduct reflected not merely a lapse in judgment, but a knowing and conscious decision to take the risk, thereby satisfying the test for recklessness.

28.25 Accordingly, the Tribunal found that recklessness was established as an aggravating feature of the misconduct proved under **Allegation 1.4**.

#### **Previous Disciplinary Matters**

29. There were no previous matters recorded against the Respondent's regulatory record.

#### **Mitigation**

30. The Tribunal took into account the submissions made by the Respondent. He submitted that:

- (a) No Clients suffered loss as a result of the conduct proved against him. He was still paying run-off cover on a monthly basis to insurers and he still has about £20,000 to pay insurers.

- (b) He had worked for 17 years as a solicitor with an unblemished regulatory Record.
- (c) In his years of practice, he had served his clients well with no complaint ever been made against him.
- (d) There was room for improvement by him especially in the area of the accounting issues that had been a substantial part of the allegations proved.

### Sanction

- 31. The Tribunal referred to its Guidance Note on Sanctions (11th Edition, February 2025) when considering the appropriate sanction and adopted the approach set out in *Fuglers and Others v SRA* [2014] EWHC 179. This required the Tribunal to assess the Respondent's culpability and the harm caused, alongside any aggravating and mitigating factors.
- 32. In assessing the Respondent's culpability, the Tribunal found that his motivation in providing less than accurate information was to secure insurance cover and potentially at a more economical rate of premium. In relation to the other significant proven breaches, the Tribunal concluded that the Respondent had acted out of financial self-interest—accepting £42,895 in cash between July 2022 and July 2023 as remuneration for what he described as “his work and input into the practice,” which, in reality, reflected an abdication of his duties as manager, COLP, and COFA of the Colliers Wood office. That abdication involved turning a blind eye to the fact that Mr Lingajothy was effectively running the branch as he saw fit. The Tribunal further found that the Respondent retained direct control as sole principal over the circumstances that gave rise to the misconduct.
- 33. Notwithstanding the Respondent's protestations that no client had suffered any direct loss as a result of his conduct, the Tribunal determined that the Respondent's misconduct caused direct and serious harm to the reputation of the profession and the integrity of legal service provision. His failure to exercise any meaningful supervision or oversight justified characterisations of the Firm's administrative and financial arrangements as “ramshackle” and “organised chaos”. It was in this context—where Mr Lingajothy, an unadmitted person, had been left to “get on with it”—that the *Daily Mail* uncovered significant malpractices being perpetrated at the Firm.
- 34. The Tribunal concluded that the Respondent's culpability was high.
- 35. The misconduct was aggravated by the fact that being an experienced solicitor, the Respondent should have known that his conduct constituted a material breach of his professional obligations. It was significant and concerning that Respondent showed very little insight into the seriousness of his lapses as a manager, COLP and COFA and at times sought to deflect responsibility by attributing blame to the SRA.
- 36. In its determination of sanction, the Tribunal considered its overarching duty to protect the public, which was particularly relevant in the context of this case. Given the seriousness of the Respondent's misconduct – specifically his lack of integrity and recklessness disregard for his regulatory obligations – neither a fine nor a reprimand

was appropriate. A period of suspension was warranted and there was a compelling need to impose appropriate restrictions on the Respondent's ability practise thereafter .

### **Costs**

37. Mr Colledge drew the panel's attention to the Applicant's final costs schedule dated 18 August 2025. He confirmed that, within Part A of the schedule, the investigation costs—originally totalling £18,673.10—had been reduced to exclude non-chargeable items. The revised figure stood at £11,139.00, with the total costs under Part A amounting to £12,039.00. Including the fixed fee costs of Blake Morgan and VAT, the total sum claimed was £41,319.00.
38. It was further submitted by Mr Colledge that although the Applicant had been unsuccessful with regards to **Allegations 1.1.2** and **1.2**, a majority of the allegations had been proved. Accordingly, he argued the costs claimed were just and reasonable.
39. The Respondent did not dispute the Applicant's claim for costs. He stated that on imposition, he would discuss and negotiate the payment of costs with the Applicant.
40. The Tribunal considered its powers Pursuant to Rule 43(1) of the Solicitors (Disciplinary Proceedings) Rules 2019 ("the SDPR"), to make such order as to costs as it thinks fit, including the payment by any party of costs or a contribution towards costs, in such amount (if any) as it considers reasonable. It noted that such costs include those arising from or ancillary to the proceedings.
41. In accordance with Rule 43(4) of the SDPR, the Tribunal considered all of the relevant circumstances when determining the issue of costs and in particular found the following to be relevant to the determination of costs of this case.
  - the conduct of the parties;
  - the proportionality and reasonableness of the time spent and costs claimed; and
  - the means of the Respondent.
42. The Respondent had provided very limited documentary information of his financial circumstances but indicated a willingness to enter into discussions and negotiations with the Applicant regarding any costs imposed.
43. Having considered the above, based upon the information the Tribunal did have from the parties, the Tribunal concluded that the costs incurred by the Applicant were just and reasonable. However, to reflect the allegations that were dismissed, it reduced the sum awarded to £35,000.

### **Statement of Full Order**

44. The Tribunal ORDERED that the Respondent, ANBANANDEN SOOBEN, solicitor, be SUSPENDED from practice as a solicitor for a period of 9 months to commence on 20 August 2025, and the Respondent will be subject to a Restriction Order imposing conditions on practice set out below.



- 44.1 The Respondent shall be subject to conditions on practice imposed by the Tribunal for an indefinite period to commence on 20 May 2026 as follows,

The Respondent:

- 44.1.1 may not act as a manager or owner of an authorised body.;
  - 44.1.2 may only act as a solicitor as an employee where the role has first been approved by the SRA.
  - 44.1.3 may not act as a COLP or COFA for any authorised body.
  - 44.1.4 may not hold or receive client money, or act as a signatory to any client or office account or have the power to authorise transfers from any client or office account.
  - 44.1.5 Shall immediately inform any actual or prospective employer of these conditions and the reason for their imposition.
45. The Tribunal further Ordered that the Respondent do pay the costs of and incidental to this application and enquiry summarily assessed and fixed in the sum of £35,000

Dated this 17<sup>th</sup> day of September 2025  
On behalf of the Tribunal

*E. Nally*

E. Nally  
Chair