

# **SOLICITORS DISCIPLINARY TRIBUNAL**

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12732-2025

## **BETWEEN:**

SOLICITORS REGULATION AUTHORITY

Applicant

and

PAUL ANDREW SMITH

Respondent

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Before:

Ms A Banks (in the chair)

Mr J Johnston

Ms E Keen

Date of Hearing: 26 September 2025

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## **Appearances**

There were no appearances as the matter was dealt with on the papers.

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## **JUDGMENT ON AN AGREED OUTCOME**

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## **Allegations**

1. The allegations against the Respondent were that on 20 September 2022, the Respondent sent correspondence to his client ('Client A') which he knew, or ought to have known was misleading, as the Respondent told Client A that he did not have medical notes relevant to her claim, when this was untrue, and did not make any reasonable effort to correct this position at any time in 2022.

In doing so, the Respondent breached any or all of: Principles 2, 4, 5 and 7 of the SRA Principles 2019 and paragraphs 1.4 and 6.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

2. That between 18 to 21 October 2022, the Respondent prepared and filed a witness statement on behalf of Client A at the Court, which he knew, or ought to have known was misleading as the witness statement contained information about the availability of Client A's medical records that was untrue.

In doing so, the Respondent breached any or all of: Principles 1, 2, 4 and 5 of the SRA Principles 2019 and paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

3. That on 31 December 2022, in response to a Court Order dated 30 August 2022, the Respondent provided information to the Court and defendants' solicitor which he knew or ought to have known was misleading by stating that relevant medical records could not be located when they were, in fact, available to him.

In doing so, the Respondent has breached any or all of: Principles 1, 2, 4 and 5 of the SRA Principles 2019 and paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

## **Admissions**

4. The Respondent admitted the allegations in full, including all associated breaches of the Principles, including dishonesty and lack of integrity, and the Code of Conduct.

## **Documents**

5. The Tribunal had before it the following documents:
  - The Form of Application dated 31 January 2025
  - Rule 12 Statement and Exhibit Bundle of documents JD1 dated 31 January 2025
  - Respondent's Answer to the Rule 12 Statement dated 18 February 2025
  - Statement of Agreed Facts and Proposed Outcome signed by the Respondent and the Applicant on 22 and 25 September 2025, respectively.

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

6. The parties invited the Tribunal to deal with the allegations against the Respondent in accordance with the Statement of Agreed Facts and Outcome annexed to this Judgment.

The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions.

### **Factual Background**

7. The Respondent was a non-practising solicitor, having been admitted to the Roll on 1 May 2002.
8. At the time of the misconduct, the Firm acted for Client A in respect of a personal injury claim following a fall in a supermarket in April 2018 ('Claim 1'). At this time, Client A was in the early stages of a pregnancy with her second child. As part of this claim, the Firm obtained Client A's medical records, which included her maternity and antenatal notes. The Respondent did not have conduct of Claim 1.
9. On 23 July 2018, Client A was a passenger in a vehicle that was involved in a road traffic accident. Client A suffered abdominal pain as a result and gave birth to Child A via a Caesarean section, rather than naturally. The Firm was also retained by Client A in respect of alleged injuries caused by the road traffic accident ('Claim 2'). The Respondent had conduct of Claim 2 for all of the relevant time.
10. Claim 2 was filed at the Court on 20 July 2021 and included Client A's intention to have a natural birth, as opposed to the Caesarean section that she did have, as a basis of a claim for damages. The defendants to Claim 2, the driver and the insurance company, contended that Client A had always intended to have a Caesarean section.
11. The Respondent located Client A's medical records that had been obtained by the Firm in respect of Claim 1 on or around 1 August 2022. The birth plan in the records clearly stated that Client A's preference was for an elective Caesarean section. In a file note the Respondent noted that this evidence was "catastrophic" to Claim 2's chances of success.
12. Following an Allocation Hearing later in August 2022, the Court ordered that the birth plan and related medical notes be disclosed (together with a witness statement addressing Client A's intention to have plastic surgery after the birth).
13. In correspondence dated 20 September, the Respondent told Client A that he did not have the birth plan and notes and that he had prepared a List of Documents to that effect for Client A to approve and sign. The Respondent failed to correct the position in a telephone conversation with Client A the following day.
14. On 21 October 2022 Client A signed a witness statement, drafted by the Respondent, which included a Statement of Truth, confirming that Client A had instructed the Firm to make more enquiries to trace and disclose the relevant medical records if found. The witness statement was filed at court and served on the defendants' representative that day.
15. On 31 December 2022, the Respondent sent an email to the court, copied to the defendants' legal representative, stating that all relevant records within Client A's possession and control, except for ambulance records, had been provided.

16. In January 2023, in an internal meeting at the Firm, the Respondent accepted for the first time that he was in possession of medical records that stated Client A's desire to have a planned Caesarean section.
17. As a result of his handling of Claim 2, the Firm reported the Respondent's conduct to the Applicant, by correspondence dated 16 January 2023.

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

18. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to the Respondent's rights to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
19. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the Respondent's admissions were properly made.

### **Sanction**

20. The Tribunal considered the Guidance Note on Sanction (11<sup>th</sup> Edition). The Tribunal's principal objective when considering sanction was the need to maintain public confidence in the integrity of the profession.
21. The Respondent failed in his duty to inform his client about relevant evidence that he held in relation to Claim 2. In the course of proceedings, the Respondent made untrue representations and failed to disclose material documents within his possession and control to Client A, to the court and to the defendants' legal representatives. The misrepresentations of the Respondent caused Client A to sign a Statement of Truth in a witness statement that was untrue.
22. The Respondent accepted that he had failed to act with integrity and had acted dishonestly towards his client, other members of the profession, and the Court. Although the Tribunal was unable to determine his motives, it was clear that this conduct was sustained over a number of months. The Tribunal found that the Respondent's actions constituted serious misconduct. It concluded that striking him off the Roll was the most appropriate and proportionate sanction to maintain the reputation of the profession and to protect the public.

### **Costs**

23. The parties agreed that the Respondent should pay costs in the sum of £7,500.00. The Tribunal determined that the agreed amount was reasonable and appropriate. Accordingly, the Tribunal ordered that the Respondent pay costs in the agreed sum.

### **Statement of Full Order**

24. The Tribunal ordered that the Respondent, PAUL ANDREW SMITH, solicitor, be STRUCK OFF the Roll of Solicitors and it further ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £7,500.00.

Dated this 2<sup>nd</sup> day of October 2025  
On behalf of the Tribunal

*A. Banks*

A Banks  
Chair

CASE NO: 12732-2025

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL

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

AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

- and -

PAUL ANDREW SMITH

Respondent

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**STATEMENT OF AGREED FACTS AND PROPOSED OUTCOME**

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1. By its application dated 31 January 2025, and the statement made pursuant Rule 12(2) of the Solicitors (Disciplinary Proceedings) Rules 2019 which accompanied that application, the Solicitors Regulation Authority Limited ("**the SRA**") brought proceedings before the Solicitors Disciplinary Tribunal ("**the Tribunal**"), making three allegations of misconduct against Paul Andrew Smith ("**the Respondent**").

**The Allegations**

2. The allegations against the Respondent, made by the SRA within that statement, are that, while in practice as a Solicitor at Rotheras ("the Firm"), he:

**Allegation 1**

On 20 September 2022, he sent correspondence to Client A which he knew, or ought to have known was misleading, as he told his client that he did not have medical notes relevant to the client's claim, when this was untrue, and did not make any reasonable effort to correct this position at any time in 2022.

In doing so, it was alleged that the Respondent has breached any or all of Principles 2, 4, 5 and 7 of the SRA's Principles 2019 ("**the Principles**") and paragraphs 1.4 and 6.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs ("**the Code**").

### Allegation 2

Between 18 to 21 October 2022, he prepared and filed a witness statement for Client A at the Court, which he knew, or ought to have known was misleading as the statement contained information about the availability of Client A's medical records that was untrue.

In doing so, it was alleged that the Respondent has breached any or all of Principles 1, 2, 4 and 5 of the Code and paragraph 1.4 of the Code.

### Allegation 3

On 31 December 2022, in response to a Court Order dated 30 August 2022, provided information to the court and defendants' solicitor which he knew or ought to have known was misleading by stating that relevant medical records could not be located when they were, in fact, available to him.

In doing so, it was alleged that the Respondent has breached any or all of Principles 1, 2, 4 and 5 of the Code and paragraph 1.4 of the Code.

### **Admissions**

3. The Respondent admits all of the allegations and breaches that are applicable to each.
4. The SRA has considered the admissions being made and whether these admissions and the outcome proposed in this document, meet the public interest having regard to the gravity of the matters alleged. For the reasons explained in more detail below, and subject to the Tribunal's approval, the SRA is satisfied that the admissions and outcome do satisfy the public interest.
5. The Applicant and Respondent invite the Tribunal to approve this Agreed Outcome on this basis. The Parties consider in all the circumstances that the proposed Agreed Outcome represents a proportionate outcome to the proceedings which is in the public interest.

### **Agreed Facts**

6. The following facts and matters, which are relied upon by the SRA in support of the allegations set out within paragraph 2 of this statement, are agreed between the SRA and the Respondent.
7. References to certain individuals and entities have been anonymised as per the schedule attached to the Rule 12 statement.

### **Professional Details**

8. The Respondent, who was born on \_\_\_\_\_, is a non-practising solicitor having been admitted to the Roll on 1 May 2002.

### **Allegation 1**

9. In 2018, the Firm acted for Client A in respect of a personal injury claim in April 2018 ('Claim 1'). The Respondent was not involved with this instruction. At this time, Client A was in the early stages of a pregnancy with her second child ('Child A'). As part of Claim 1, the Firm obtained Client A's medical records, which included her maternity and antenatal notes regarding Child A ('the Medical Records').
10. In July 2018, Client A was a passenger in a vehicle that was involved in a road traffic accident ('RTA'). Client A suffered with abdominal pain as a result, and subsequently gave birth to Child A via a Caesarean section ('C-section'), rather than naturally.
11. By way of a Conditional Fee Agreement dated 10 July 2019, the Firm was also retained by Client A in respect of alleged injuries caused by the RTA ('Claim 2').
12. Claim 2 was filed at the Court on 20 July 2021, and included a basis of claim for damages that included Client A's intention to have a natural birth, as opposed to the C-section that she did have.
13. The defendants to Claim 2, the driver and insurance company, did not accept Client A's position that she planned to have a natural birth and contended that she, in fact, had always intended to have a C-section. Client A's preferred method of birth of Child A was a live and pertinent issue for Claim 2.

14. By an email of 16 February 2022, the Respondent confirmed to Client A that whilst he had received Client A's medical records from two hospitals, there was no information within them as to what Client A's desire was in respect of how she was to give birth.
15. At some time on or around 1 August 2022, the Respondent located Client A's Medical Records that had been obtained by the Firm in respect of Claim 1. These records included Client A's GP notes and the maternity notes from the Hospital.
16. The maternity notes from the Hospital clearly stated that Client A's preference was for an elected C-section birth. Within a file note, the Respondent stated that the information in the maternity notes was "*catastrophic*" in respect of Claim 2's chances of success, and that thought was needed to determine if a "...*finding of [Fundamental Dishonesty]*" against Client A could be avoided considering the basis of Claim 2.
17. An Allocation Hearing took place at the Court on 26 August 2022, which resulted in a General Form of Judgment or Order dated 30 August 2022 ('the Order'). The Order required that Client A:
  - 17.1. Disclose her birth plan regarding the delivery of Child A, and any medical notes relevant to that issue, by 23 September 2022;
  - 17.2. By 21 October 2022, file and serve a witness statement that addressed whether she would be having plastic surgery to address any scar produced by the C-section, and the birth plan for the delivery of Child A.
18. By correspondence dated 20 September 2022, the Respondent stated to Client A that:

*"I write further in this matter.*

*I wrote to you earlier today with regard to the highly unusual order from the Court [redacted] following the hearing on 26 August 2022.*

*As I explained, the next step we are ordered to take is to give disclosure of your birth plan **(which we do not have)** and any medical notes surrounding it **(we do not really have such records)** [our emphasis].*
19. The Respondent also stated that he had prepared a List of Documents to be used as part of the disclosure statement. That statement, for Client A's approval and signing, stated that Client A's birthing plan and associated medical records could not be located despite a search being undertaken of Client A's home and the Firm's offices. That statement was

not accurate.

20. The Respondent had a telephone discussion with Client A on 21 September 2022. During this call, the Respondent did not correct the position that had been communicated by him to Client A in the correspondence of 20 September 2022.
21. In January 2023, as part of an internal meeting at the Firm, the Respondent accepted for the first time that he had medical records that stated that Client A's desire was to not to have a natural birth but, rather, to have a planned C-section.
22. The Respondent accepts that, from 20 September 2022 until 31 December 2022:
- 22.1. That the relevant Medical Records were in the possession of the Firm;
  - 22.2. He had reviewed the Medical Records, which included information that included strong evidence that Client A's preference was for a C-section birth;
  - 22.3. He had a duty to inform Client A that the relevant Medical Records had been located, and to take her instructions on the same in respect of Claim 2;
  - 22.4. His correspondence to Client A dated 20 September 2022 deliberately included information that will have been misleading to Client A in respect of information within the Medical Records not being available;
  - 22.5. He did not inform Client A of the correct position in respect of the Medical Records being in his possession when he spoke to her on 21 September 2022, nor at any time thereafter in 2022.
23. By the Respondent admits that he breached all of Principles 2, 4, 5 and 7 of the Principles and paragraphs 1.4 and 6.4 of the Code.

#### Allegation 2

24. The Order dated 30 August 2022, required that Client A:
- 24.1. Disclose her birth plan regarding the delivery of Child A, and any medical notes relevant to that issue, by 23 September 2022;
  - 24.2. By 21 October 2022, file and serve a witness statement that addressed whether she would be having plastic surgery to address any scar produced by the C-section, and the birth plan for the delivery of Child A.

25. At the time of the Order, the Respondent had relevant Medical Records in his possession, and was aware of the contents of the same.
26. To comply with the Order, on 18 October 2022, the Respondent drafted a witness statement for Client A, which he sent to her on 20 October 2022.
27. This correspondence confirmed that the witness statement was limited to whether Client A intended to have plastic surgery following the C-section for Child A, and that the birth plan for Child A not being available. The Respondent confirmed in the correspondence that the content of the statement was based on the information and evidence he had on file.
28. The Respondent states in the correspondence that:
- “Unfortunately, we remain without your records from [the] Hospital, and have been unable to trace any other records from your GP, from the health visitors, or anywhere else.  
I have therefore set out in the statement that you:*
- 1. Had intended to have [Child A] naturally – that is, vaginally*
  - 2. That you had a meeting with a doctor who was not your consultant at the beginning of July.*
    - a. There is a record in your GP notes which suggests this was to book you in for a caesarean, but I also note that following this meeting you complained and were booked in for the meeting with your regular consultant.*
  - 3. You then had a meeting with your consultant a short while later, and at that meeting it was confirmed that you were going to still try to have the baby vaginally, but that a caesarean would be performed if there were complications etc.*
29. The correspondence also gives a warning as to the repercussion, specifically the risk of contempt of court proceedings, of signing the witness statement, which included a Statement of Truth, if the contents were not true to the best of Client A’s knowledge and belief.
30. The witness statement stated that Client A’s intention was to give birth to Child A naturally, and having to instead give birth by C-section, how that had impacted on her.
31. At paragraphs 58 and 59 of Client A’s witness statement, she stated:

*“If I had the full records from [the Hospital] then I am sure that they would show precisely what I say happened: I was intending to have the child vaginally but that the hospital would be ready to perform a caesarean if there were complications.*

*I have instructed my solicitors to make more enquiries to see if the records can be traced, but they have told me that so far nothing has been recovered. If I or my solicitors find anything more, then it will be disclosed.*

32. The witness statement was signed by Client A on 21 October 2022 at 0827, and was served and filed on the Court and defence representative the same day.

33. The Respondent accepts that:

33.1. When he drafted Client A’s witness statement on 18 October 2022, he was aware of the content of the Medical Records and that the content of the Medical Records was relevant to the subject of the Order;

33.2. Within Client A’s draft witness statement, the Respondent included information that he knew was contrary to the true position in respect of the relevant medical information that was available;

33.3. The correspondence that the Respondent sent to Client A on 20 October 2022 included a description of the content of the witness statement, and that he knew the explanation of the description was misleading in that the information he had demonstrated Client A’s preference was for a C-section birth;

33.4. He allowed Client A to sign the witness statement, which may have led to an increased risk of contempt of court proceedings being brought against her;

33.5. He filed the signed witness statement at the Court, and served on the defendants’ solicitors when he knew the evidence in the witness statement was not correct.

34. By the Respondent’s conduct, he admits that he breached any or all of Principles 1, 2, 4, 5 and 7 of the Principles and paragraph 1.4 of the Code.

### Allegation 3

35. On 31 December 2022 at 1701, the Respondent sent an email to the Court, which was copied to the defendants’ legal representative

36. The email included the following wording:

*“The Court had ordered that the Claimant give specific disclosure of her birth plan as to the delivery of her second child and any medical notes relevant to that issue. As had been noted prior to the hearing, the Claimant had no copies of any such document in her possession. A request had been made for such records from the hospital providing maternity care – [the] Hospital – but the majority of those records could not be found. [The] Hospital were asked about these records in writing and on the telephone but they have not been located. No copies were within the GP notes. Copies of all relevant records within the Claimant’s possession and control have been provided, with the exception of records from the ambulance service, copies of which are awaited.”*

37. When the Respondent sent the email on 31 December 2022, he accepts:

- 37.1. That he had copies of relevant documents in his possession, which had not been provided to the defence or the Court despite specific disclosure of the same having been ordered;
- 37.2. He was aware that he copies of relevant documents and material in his possession, which were the subject of the specific disclosure contained within the Order;
- 37.3. The content of the relevant documents was detrimental to Client A’s case, and supported the defendants’ positions;
- 37.4. That as Client A’s legal representative, a reference to relevant documents not ‘being in her possession’ would be taken as also not being in her legal representative’s possession;
- 37.5. That he was aware that the content of the email will have been misleading to the Court and to the defendants’ lawyer in respect of ongoing litigation,

38. By the Respondent’s conduct, he admits he breached any or all of Principles 1, 2, 4 and 5 and Paragraph 1.4 of the Code.

### **Penalty proposed**

39. It is therefore proposed that the Respondent should be struck off the Roll of Solicitors.

40. With respect to costs, it is further agreed that the Respondent should pay the SRA’s costs of this matter agreed in the sum of £7,500. The SRA has been provided with evidence of

the Respondent's reduced means, and is satisfied that £7,500 is a reasonable and proportionate contribution by the Respondent in all the circumstances.

**Explanation as to why such an order would be in accordance with the Tribunal's sanctions guidance**

41. The Respondent has admitted dishonesty, against his client, other members of the profession, and the Court and that the conduct was sustained over a number of months.

42. The Solicitors Disciplinary Tribunal's "Guidance Note on Sanction" (10th edition), at paragraph 47, states that:

*"The most serious misconduct involves dishonesty, whether or not leading to criminal proceedings and criminal penalties. A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances (see Solicitors Regulation Authority v Sharma [2010] EWHC 2022 (Admin))."*

43. In *Sharma* (at [13]) Coulson J summarised the consequences of a finding of dishonesty by the Tribunal against a solicitor as follows:

*"(a) Save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the Roll ... That is the normal and necessary penalty in cases of dishonesty...*

*(b) There will be a small residual category where striking off will be a disproportionate sentence in all the circumstances ...*

*(c) In deciding whether or not a particular case falls into that category, relevant factors will include the nature, scope and extent of the dishonesty itself, whether it was momentary ... or over a lengthy period of time ... whether it was a benefit to the solicitor ... and whether it had an adverse effect on others..."*

44. With reference to allegation 1, he provided misleading information to Client A in respect of material that he had in his possession and was relevant to the prospects of success of her claim. For a number of months, the Respondent made no attempt to correct or clarify the misleading information that he had provided.

Sensitivity: General

45. In respect of allegation 2, the Respondent drafted a witness statement, which included a Statement of Truth, and that he knew contained evidence that was false. Thereafter, he arranged for Client A to sign this witness statement and filed the same at the Court, and served it on members of the profession as part of ongoing litigation.
46. In respect of allegation 3, the Respondent sent correspondence to the Court and other legal professionals, which he knew contained material information that was misleading in respect of ongoing litigation.
47. For these reasons, the case plainly does not fall within the small residual category where striking off would be a disproportionate sentence.
48. Accordingly, the fair and proportionate penalty in this case is for the Respondent to be struck off the Roll of Solicitors and to pay the SRA's costs agreed in the sum of £7,500.

[Redacted signature]

Dated: 25 September 2025

For and on behalf of the SRA

[Redacted signature]

Dated: 22 September 2025

Paul Andrew Smith  
Respondent in these proceedings