

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12754-2025

## BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

GBOYEGA AJIBOLA OKUNNIGA

Respondent

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Before:

Mr J Abramson (in the chair)

Mr J Johnston

Mr A Pygram

Date of Hearing: 3 – 6 February 2026

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## Appearances

Michael Colledge, Solicitor, Blake Morgan LLP, New Kings Court, Tollgate, Chandler's Ford, Eastleigh, SO53 3LG for the Applicant.

The Respondent appeared and represented himself.

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## JUDGMENT

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## Allegations

1. The allegations are based on the SRA Principles 2019 (“the Principles”), the SRA Code for Solicitors (“the Code for Solicitors”) and, where applicable, the SRA Principles 2011 (“the 2011 Principles”) against Mr Okunniga are that, whilst in practice as a consultant solicitor at Clifton Law Limited (“the Firm”):
  - 1.1 Allegation 1 - Misleading the Court - During the period 25 September 2020 to 22 June 2022, Mr Okunniga gave misleading information to the Court in written and oral evidence during proceedings under claim number 159MC544 in Coventry County Court ("the Proceedings") by fabricating the existence of the merger between his company ("Company X") and Company A in an attempt to explain why he received nine payments from clients into his personal bank accounts, where the monies were owed to the Firm for legal fees.

In doing so, Mr Okunniga breached all or any of the following:

- 1.1. Principle 1 of the Principles
- 1.2. Principle 2 of the Principles
- 1.3. Principle 4 of the Principles
- 1.4. Principle 5 of the Principles
- 1.5. Paragraph 1.4 of the SRA Code for Solicitors.

### Proved

2. Allegation 2 - Issuing invoices for money not owed to the Firm - On 30 January 2019, 28 May 2019, 12 August 2019, and 31 October 2019 Mr Okunniga issued invoices to Mr and Mrs A and subsequently demanded payment for outstanding fees allegedly owed to the Firm where the Firm had not authorised the issuing of invoices and where fees were not owed to the Firm.

In doing so, Mr Okunniga breached all or any of the following:

- 2.1. Principle 2 of the 2011 Principles
- 2.2. Principle 4 of the 2011 Principles
- 2.3. Principle 6 of the 2011 Principles

### Proved

3. Allegation 3 - Sent misleading letters - On 28 and 30 January 2019, sent two letters to third parties in which he purported to act on behalf of the Firm in respect of the transfer of gold and falsely stated that he was "*Head of International Trade and Arbitration*" on the Firm's letterheaded paper.

In doing so, Mr Okunniga breached all or any of the following:

- 3.1. Principle 2 of the Principles 2011
- 3.2. Principle 6 of the Principles 2011

### Proved

4. Allegation 4 - During the period from 14 December 2022 to 29 September 2023, Mr Okunniga gave misleading information to the Court in written and oral evidence during enforcement proceedings ("the Enforcement Proceedings") by providing false information about the beneficial ownership of the Property subject to the Interim Charging Order, in his defence of the application for a Charging Order over the Property.

In doing so, Mr Okunniga breached all or any of the following:

- 4.1. Principle 1 of the Principles
- 4.2. Principle 2 of the Principles
- 4.3. Principle 4 of the Principles
- 4.4. Principle 5 of the Principles
- 4.5. Paragraph 1.4 of the Code for Solicitors

[Not Proved](#)

### **Executive Summary**

5. All four allegations before the Tribunal concerned alleged dishonesty, which had been found against Mr Okunniga in the Proceedings before District Judge Gilmore in the Coventry County Court. The first and fourth allegations concerned misleading the court in the Proceedings and the Enforcement Proceedings, the second concerned issuing invoices for money not owed to the Firm, and the third related to the sending of misleading letters in the name of the Firm.

Rule 32 (2) Solicitors Disciplinary Proceedings Rules 2019 ("SDPR") states as follows:

*"The judgment of any civil court, or any tribunal exercising a professional or disciplinary jurisdiction, in or outside England and Wales (other than the Tribunal) may be proved by producing a certified copy of the judgment and the findings of fact upon which that judgment was based as proof but not conclusive proof of those facts."*

6. The Tribunal, in determining its findings, took into account, but did not simply adopt, the judgments of District Judge Gilmore in the Proceedings and in the Enforcement Proceedings, although it was grateful for the clarity, cogency and thoroughness of her judgments. The Tribunal analysed all the documentary evidence before it, examined the written and oral testimony of the witnesses, and also assessed the absence of any evidence, particularly with regard to the merger referred to in Allegation 1.
7. The Tribunal found Allegations 1-3 proved in their entirety, including a finding of dishonesty. The Tribunal found Allegation 4 not proved on the balance of probabilities.

### **Sanction**

8. The Tribunal found that there were no exceptional circumstances and ordered that Mr Okunniga be struck off the Roll of Solicitors. The Tribunal's reasons can be found [\[here\]](#).

## Documents

9. The Tribunal considered all documents in the case which included:

### Applicant

- Rule 12 Statement and Exhibit MJC1 dated 15 April 2025 [[here](#)].
- Updated Schedule of Costs dated 27 January 2026.
- The Applicant's Opening Notes supplied on 5 February 2026.
- Judgment of the Coventry County Court under claim number 159MC544 dated 22 June 2022.
- Judgment of the Coventry County Court under claim number 159MC544 dated 20 October 2023.

### Respondent

- Mr Okunniga's Answer with References dated 19 June 2025 [[here](#)].
- Mr Okunniga's Witness statement dated 11 December 2025.
- Mr Okunniga's Statement of Means dated 12 January 2026.
- Mr Okunniga's Closing Statement dated 5 February 2026.

## Professional Details

10. Mr Okunniga was admitted as a solicitor on 4 January 2010. As at the date of the hearing, he was a non-practising solicitor. Following a decision of an SRA adjudicator dated 16 May 2024, conditions were applied to Mr Okunniga's practising certificate for 2023/2024, that he:

- may act as a solicitor only as an employee, and only where the employment has first been approved by the SRA.
- shall not provide reserved or unreserved legal services on his own account under regulations 10.2(a) or (b) of the SRA Authorisation of Individuals Regulations.
- may not be a manager or owner of an authorised body.
- may not be a compliance officer for legal practice or a compliance officer for finance and administration for any authorised body; and
- may not act as a signatory to any client or office account and does not have the power to authorise payments or transfers from any client or office account.

## Factual Background

11. Mr Okunniga carried out work for the Firm as a consultant, on terms set out in a contract for services dated 27 September 2018 ("the Contract for Services"). The alleged misconduct arose out of Mr Okunniga's work for Mr and Mrs A, who were clients of the Firm. Mr Okunniga's work, under Clause 3.2 of the Contract for Services, should "*principally relate to only legal practice areas authorised and carried out by the Firm (Civil, Criminal, Immigration, Family, Mental Health, Landlord & Tenant and Prison Law matters), unless otherwise agreed in writing.*" The Firm's professional indemnity insurance was limited to these areas of work. The Firm did not operate a client account and worked only with fixed fees, where matters were not legally aided.

12. In January 2019, Mr Okunniga wrote two letters, on behalf of Mr and Mrs A, as directors and president of Company A, to third parties in relation to the recovery of a consignment of gold bars. Mr Okunniga sent the letters on the Firm's headed notepaper and described himself in the letters as "*Head of International Trade and Arbitration.*" It was alleged that the Firm did not act in respect of this area of legal work.
13. In 2019, Mr Okunniga, in the name of the Firm, issued four invoices to Mr and Mrs A in respect of a variety of matters purportedly on their account. He then actively pursued payment of the invoices. It was alleged that, the Firm had not authorised those invoices, and, in some cases, that the Firm was not aware of the services for which Mr Okunniga had charged on the invoices.
14. There was subsequently a dispute between Mr Okunniga and the Firm over Mr Okunniga's share of the fees for his work on behalf of Mr and Mrs A. This was the subject of the Proceedings in Coventry County Court, and which led to the Enforcement Proceedings in the same matter.
15. Mr Okunniga issued the Proceedings in September 2020 to recover the sum of £9,632.64 which he claimed was owed by the Firm for work he had carried out under the Contract for Services. He subsequently reduced the sum claimed to £1,717.44. The Firm disputed the entirety of the debt and counterclaimed £25,185.80, which subsequently increased to £34,005.42. Mr Okunniga denied that any monies were owing to the Firm.
16. In a judgment dated 22 June 2022, District Judge Gilmore found that Mr Okunniga had instructed Mr & Mrs A to make nine payments for legal services directly into his private bank accounts, which he then kept for himself. Mr Okunniga submitted that the payments were made in respect of a separate business 'merger' outside of his employment by the Firm, that had taken place between his company, Company X and Mr and Mrs A's company, Company A. Company X was not actually a company, but a trading name for Mr Okunniga's consultancy business. Company A was a gold commodity trading company that operated between late 2018 and its eventual winding-up in 2020.
17. Mrs A, in the Proceedings, denied the existence of any merger and alleged that Mr Okunniga gave instructions for legal fees to be paid into his bank account directly because he was unhappy with the Firm's fee sharing agreement. The bank account in question, labelled with the name of Company A, was a sub-account of a personal bank account of Mr Okunniga, referred to as "the First Lloyds Account." The court found the existence of the merger to have been fabricated and Mr Okunniga's claim was dismissed. £22,798.62 was awarded against Mr Okunniga on the counterclaim. Mr Okunniga's appeal against the court's decision to award his share of the profit costs to the Firm was dismissed by Order dated 7 December 2022.
18. On 21 October 2022, the Firm obtained an interim charging order against Property A, where Mr Okunniga lived with his wife, in relation to the judgment in the Proceedings. Mr Okunniga applied to set the order aside. Mr Okunniga's wife applied to be joined as a party to those proceedings on the grounds that Mr Okunniga had no beneficial interest in Property A and his wife was the sole beneficial owner, pursuant to a Deed of Declaration of Trust, dated 17 April 2017 ("the Trust Deed"). Mr Okunniga

subsequently discontinued his application, and his wife was given permission to pursue the application to set aside the interim charging order.

19. On 20 December 2022, the Firm applied to 'set aside' the Trust Deed as a sham, alternatively for an order under s.423 Insolvency Act 1986. The Firm submitted that Mr Okunniga entered a restriction on the register for Property A in respect of the Trust Deed five years after it had been executed and only following judgment against him in the Proceedings. The Firm contended that the only purpose of the Trust Deed was to protect Mr Okunniga against financial liabilities.
20. DJ Gilmore found in the Enforcement Proceedings that the Firm had established to the requisite standard that the Trust Deed was a sham, and that Mr Okunniga and his wife held the beneficial interest in Property A as joint tenants. The District Judge was also satisfied that Mr Okunniga and his wife had lied during the Enforcement Proceedings and had done so for the purpose of persuading the court that the Trust Deed was genuine, and not for some other unconnected purpose.
21. The Applicant received an undated report from the Firm, and a report dated 10 February 2020 from Mr and Mrs A which raised complaints about Mr Okunniga's conduct. In addition, following the conclusion of the Enforcement Proceedings, DJ Gilmore provided the Applicant with copies of the judgements in the Proceedings and the Enforcement Proceedings, and confirmed her findings that Mr Okunniga had lied to the court. The Applicant commissioned a Forensic Investigation Report pre-Proceedings, dated 23 April 2021, and another post-Proceedings, dated 7 February 2023, to address the differing time periods for the allegations.

### **Witnesses**

22. 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. For the avoidance of doubt, the Tribunal read all of the documents in the case and noted the oral evidence of all witnesses. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear or consider that evidence. The following witnesses gave oral evidence:
  - Richard Esney, Forensic Investigation Officer for the Applicant.
  - Rita Onwuka, principal of the Firm, for the Applicant.
  - Gboyega Ajibola Okunniga, the Respondent.
  - Dapo Ibikunle, for the Respondent.
  - Errol Charles Pitter, for the Respondent.
23. The parties agreed that the affidavit of Patrick Aluko dated 16 June 2025 and the witness statement of Parbjit Sidhu dated 18 December 2025 would be admitted into evidence. The makers of those statements would not be called for cross-examination.

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

24. The Applicant was required to prove the allegations on a 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 Okunniga’s right 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.

### **Integrity**

25. With reference to its consideration of integrity, the Tribunal had regards to [Wingate v SRA](#) EWCA Civ 366.

“Integrity is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members ... [Professionals] are required to live up to their own professional standards ... Integrity connotes adherence to the ethical standards of one’s own profession.”

### **Dishonesty**

26. In its determination of the issue of dishonesty, the Tribunal considered the test set out at paragraph 74 of [Ivey v Genting Casinos \(UK\) Ltd t/a Crockfords](#) [2017] UKSC 6.

“When considering dishonesty, the Tribunal applied the two-step test and first established the actual state of Mr Okunniga’s knowledge or belief as to the facts, noting that the belief did not have to be reasonable, merely that it had to be genuinely held. It then considered whether that conduct was honest or dishonest by the standards of ordinary decent people.”

### **Preliminary Matters**

#### Application for cross-examination of advocate

27. Mr Okunniga applied for a direction that the SRA’s advocate, Mr Michael Colledge, be called to give oral evidence and be cross-examined on the Rule 12 Statement.
- 27.1 Mr Okunniga submitted that the substantive factual assertions in the Rule 12 statement should be tested by cross-examination. Certain aspects of the documents exhibited were in dispute and therefore submissions to the Tribunal were inadequate to test those documents. In the alternative, Mr Okunniga asked that the Rule 12 Statement be excluded or accorded no weight.
- 27.2 The Applicant objected to the application. Mr Colledge submitted that the factual assertions in the Rule 12 Statement were based on documents exhibited to the statement and that Mr Okunniga’s right to a fair hearing was protected by having the opportunity to test both the Applicant’s evidential witnesses and the documentary evidence relied upon, and then to make submissions to the Tribunal. Mr Colledge further confirmed that it was not his role to give evidence, and that he would welcome interventions from the Tribunal should he stray into improper territory.

### The Tribunal's Decision

- 27.3 The Tribunal noted that the Rule 12 Statement was a pleading on behalf of the Applicant. It was not a witness statement, notwithstanding that it included a statement of truth, the effect of which was that the signatory of the Rule 12 believed that the facts stated were true. This did not turn the pleading into evidence. The facts stated in the pleading were the facts on which the Applicant had based its case, as evidenced by the documents exhibited. These facts were not necessarily within the personal knowledge of the drafter, and it was clear to the Tribunal that he had not participated in the underlying events or investigation. Any cross-examination of the drafter was not, in the opinion of the Tribunal, likely to have any probative value, and was likely only to have the effect of prolonging the proceedings.
- 27.4 The Tribunal noted that this hearing was fixed for four days. During that time, Mr Okunniga would clearly have an opportunity to make submissions on the exhibited documents and any omissions. He would also have an opportunity to cross-examine the Applicant's forensic investigation officer. Based on its own reading of the documents, the submissions of both parties, and cross-examination of witnesses, the Tribunal would be well placed to ensure a fair hearing, and to reach decisions that were just.
- 27.5 The Tribunal did not grant the application.

### Application to admit late evidence

28. Mr Okunniga also applied for the Tribunal to exercise its discretion under Rule 25(1) SDPR to admit late evidence.
- 28.1 Mr Okunniga applied for the material set out below to be admitted as late evidence, on the basis that it directly disproved key assertions made by the Applicant in its Rule 12 Statement and called into question the reliability of the Applicant's key witness, Mrs Onwuka. Mr Okunniga also contended that the material had already been disclosed to the Applicant during the case preparation stage.
- 28.2 The documents were as follows:
- Barclays Bank summary of the bank accounts of Mr Okunniga's wife.
  - Mortgage current account statements from December 2020 – January 2028.
  - Building work document in the name of Mr Okunniga's wife.
  - HMRC Form 17 reply noting interests in jointly held property dated 27 September 2022.
  - Home insurance policy in the name of Mr Okunniga's wife.
  - Records of Mr Okunniga relating to ownership of land in Nigeria.
  - Materials regarding the credibility of the Applicant's witness, Ms Onwuka.

- 28.3 Mr Colledge resisted the application, save for the bank statements. He accepted that he had been notified that Mr Okunniga was collating further documents but said he had not been provided with copies or significant details. He submitted that the documents had been available to Mr Okunniga for a considerable period and need not have been served late. Pursuant to directions made on 3 July 2025, they should have been included with Mr Okunniga's Answer or included in the bundle by 13 January 2026 at the latest.
- 28.4 Mr Colledge submitted further that:
- Whilst the building work document and the home insurance policy were addressed to Mr Okunniga's wife, they had no bearing on the issue of her ownership of Property A. They simply related to outgoings.
  - The HMRC document had already been considered in the Proceedings.
  - The Nigerian land ownership records were not notarised, could not be confirmed as genuine and were of limited relevance.
  - The material regarding Ms Onwuka was not admissible as a character reference and was irrelevant to the issues before the Tribunal; and
  - The mortgage statements were mortgage current account statements in Mr Okunniga's sole name, for a mortgage "*secured against your property,*" which did not support Mr Okunniga's assertion that he had no beneficial interest in Property A. On this basis they were highly relevant and therefore should be included in the evidence before the Tribunal. Whilst Mr Okunniga's wife paid in £190 each month, the mortgage payment was £505 per month, meaning that she was paying less than half of the sums due. The only relevant statements were those pertaining to the periods outlined in the allegations before the Tribunal.

#### The Tribunal's Decision

- 28.5 The Tribunal noted that the documents had been served at 2.35am on Sunday 1 February 2028. The documents did not appear in the hearing bundle, and the Tribunal had not read them.
- 28.6 The Tribunal determined that the summary of the wife's bank accounts, the mortgage current account statements, reply to the Form 17 from HMRC and the Nigerian land ownership records should be admitted as evidence on the basis that they may be relevant to the allegations before the Tribunal. It declined to admit the document relating to building work or the home insurance policy as not probative of the ownership of Property A. It similarly declined to admit the materials regarding Ms Onwuka, as not probative of the issues the Tribunal had to determine.

#### Procedural matters

- 28.7 The Tribunal noted that Mr Okunniga had provided additional late evidence relating to his application to set aside judgment in the Proceedings, which he had filed with the court on 3 February 2026. In response to a question from the Tribunal, Mr Okunniga confirmed that these documents had been provided for information only and were not

the subject of a formal application before the Tribunal, nor part of the evidence the Tribunal should consider. The Tribunal directed that the documents should be removed from the hearing bundle. Further, if Mr Okunniga sought to rely upon the fact of the application to set aside judgment, he should apply to the Tribunal to admit the documents as late evidence before closing his case.

- 28.8 The Tribunal also noted two procedural irregularities during the hearing of which it had become aware. Mr Okunniga had not identified Mr Ibikunle, his witness, and had allowed him to sit in the Tribunal on the first day of the hearing. He also met with Mr Ibikunle whilst under oath, despite being warned by the Tribunal not to discuss the matters before the Tribunal with anyone while under oath. In the interests of transparency, the Tribunal raised these matters with the parties. The Applicant noted this.
29. **Allegation 1 – Misleading the court - During the period 25 September 2020 to 22 June 2022, the Respondent gave misleading information to the Court in written and oral evidence during the Proceedings (which were in relation to a dispute regarding fees between the Respondent and the Firm by fabricating the existence of the merger between Company X and Company A) in an attempt to explain why he received nine payments from clients into his personal bank accounts, where the monies were owed to the Firm for legal fees.**

**In doing so, the Respondent breached all or any of the following:**

- 1.1. **Principle 1 of the Principles**
- 1.2. **Principle 2 of the Principles**
- 1.3. **Principle 4 of the Principles**
- 1.4. **Principle 5 of the Principles**
- 1.5. **Paragraph 1.4 of the SRA Code for Solicitors.**

#### The Applicant's Case

- 29.1 Mr Colledge told the Tribunal that all the allegations against Mr Okunniga were based on dishonesty, although it was alleged as an aggravating feature in respect of Allegations 2 and 3. It was alleged that a merger between Company X and Company A was fabricated for the purpose of explaining why nine payments were made to Mr Okunniga's personal bank account rather than to the account of the Firm in settlement of legal fees.
- 29.2 Regarding Allegation 1, Mr Colledge pointed out the lack of contemporaneous evidence in the Proceedings and how that had underpinned the conclusions reached by District Judge Gilmore in respect of the alleged merger, as supplemented by the misleading written and oral evidence Mr Okunniga had given to the court during the Proceedings.
- 29.3 DJ Gilmore, who gave judgment in the Proceedings dated 22 June 2022, was satisfied, on the balance of probabilities, that there was no merger and that Mr Okunniga had lied as to its existence. Mr Colledge submitted that the Tribunal was entitled to rely on that judgment and the findings of fact upon which that judgment was based but acknowledged that this was not conclusive proof and the Tribunal still had to satisfy itself that the allegation was made out on the balance of probabilities. Mr Colledge

referred to the stark language in District Judge Gilmore's judgment (paragraph 58), where she found that Mr Okunniga:

*"is a dishonest fraudster, who has consistently lied to the Court and to [the Firm]. I find that [Mr Okunniga] has entirely fabricated the existence of the Merger in an effort to explain the payments into the First Lloyds Account."*

29.4 District Judge Gilmore set out 15 reasons for her findings at paragraph 59 of the judgment. Mr Colledge urged the Tribunal to depart from these reasons only with the utmost caution, bearing in mind:

- there was no further documentary evidence; and
- given there was no evidence of a merger, the Tribunal was not being asked to assess evidence, but the absence of any evidence. Mr and Mrs A, who were allegedly parties to that merger, had denied its existence during the Proceedings, and did not give evidence before the Tribunal.

29.5 Mr Colledge specifically referred the Tribunal to the absence of evidence in the following sub-issues:

- Company directorship – Mr Okunniga had never been a director or person with significant control of Company A. There was no overlap in directors of Company X and Company A, no overlap in shareholders and no proof that the companies had merged.
- Retainer – Mr Okunniga stated that it was agreed that he would receive an annual retainer of £12,000 through Company X, but no evidence had ever been provided of this. Mr Esney, the Applicant's Forensic Investigation Officer, had been unable to get an explanation from Mr Okunniga in response to a direct question asked in an email dated 13 January 2021. District Judge Gilmore had concluded, in the absence of evidence, *"that there was no such retainer agreed"*.
- Statement of Account - in Mr Okunniga's supplemental witness statement in the Proceedings dated 18 June 2021, he exhibited a 'Statement of Account', which he accepted he created himself, with a 'statement date' of 11 January 2019 but a 'date due' of 18 February 2020. This statement purported to show expenses for Company A per the sub-account of Company X, but it did not match the relevant Lloyds Bank account statements. The District Judge examined the Statement of Account against the Lloyds Bank statements and found that it was *"plainly a wholly inaccurate document"* (paragraphs 41-50 of the judgment). This was because it only recorded a selection of cherry-picked transactions and many others were missing. Sums were also stated in dollars, not sterling.
- Bank Mandate - Mr Okunniga also stated in his supplemental witness statement that there was an intention to add Mrs A as a signatory to the Company X bank account. While an application had been made to Lloyds Bank, there was no evidence that this had been authorised or that alternate arrangements had been put in place.

- Transactions - in the Proceedings, Mr Okunniga sought to advance the case that the Lloyds Bank business sub-account of Company X (“the First Lloyds Bank Account”) was used as a trade account for the new merged company. He relied upon payments made to and from that account on 14 January 2019. Mr Okunniga and Mrs A had given differing accounts as to why payments were made. Mr Okunniga said they were made as part of a merger and Mrs A said that they used the Company X account *“in an act of desperation”* to transfer funds to Hong Kong. The Company X account was a conduit, and the bank statement showed monies in and monies out on the same date. Mr Colledge submitted that was the high point, and only point, in support of Mr Okunniga’s claim that there was a merger. District Judge Gilmore found that these events were in fact consistent with Mrs A’s account that Mr Okunniga offered the use of his bank account to transfer funds. Mr Okunniga’s position, however, was also directly contrary to correspondence with Mrs Onwuka on 15 November 2019, in which Mr Okunniga referred to the account as his company’s account, which was in *“my control”*.
- Irrevocable Fee Protection Agreement - this was allegedly an agreement signed by Mr A, but it was in fact unsigned. In the opinion of District Judge Gilmore, this document was, in any event, irrelevant to proving the existence of any merger.

- 29.6 Mr Colledge submitted that Mr Okunniga’s stated position on the merger had changed. He had said, in his supplementary witness statement dated 18 June 2021 in the Proceedings, that there was not, in fact, a merger, but *“a business association between [Company A] and [Company X]”*. This was subsequently described as a *“business collaboration,”* in his Answer to the Rule 12 Statement before the Tribunal.
- 29.7 Mr Colledge also submitted that the witness statements of Mr Errol Charles Pitter and of Mr Patrick Aluko, filed on behalf of Mr Okunniga, did not provide any further evidence of a merger. Mr Ibikunle, at paragraph 7 of his statement dated 1 June 2025, had confirmed the representation of a potential merger but had not provided any actual evidence.
- 29.8 In summary, Mr Colledge submitted that the Tribunal could rely wholly on District Judge Gilmore’s finding of dishonesty against Mr Okunniga, and her cogent and detailed reasoning. This highlighted the lack of documentary evidence, the disconnect between Mr Okunniga’s claim to have been appointed as company secretary and the lack of any record at Companies House. Mr Colledge further drew the Tribunal’s attention to the order dated 7 December 2022 dismissing Mr Okunniga’s appeal in the Proceedings.

#### The Respondent’s Case

- 29.9 Mr Okunniga submitted that, to find the Allegation proved, the Tribunal had to conclude that he deliberately misled the court by fabricating the merger agreement, in order to disguise the nine payments made to his personal account. For that to be found, the Tribunal had to be satisfied that:
- the First Lloyds Bank Account was a personal account.
  - Mr Okunniga had invented the concept of a merger; and
  - he did so dishonestly to conceal personal benefit.

- 29.10 Mr Okunniga submitted that the payments were not made into a personal account but into the First Lloyds Bank Account, which had been re-named to reference Company A and was intended to be used for business purposes. Payments in had been made under that designation and the account had been authorised for Company A's trading activities. The arrangement was open, documented, and consensual, and there was no intent to conceal. A letter dated 10 August 2023 from Lloyds Bank proved that the bank mandate to add Mrs A as a signatory to the account had been submitted, although it had not been processed by the bank. He submitted that this was an effort to take the merged business forward. The account would not have been needed had Mr Okunniga only been an agent for Company A.
- 29.11 Mr Okunniga cited an email from Mrs A to Mrs Onwuka dated 22 November 2019 in support of the proposition that Mrs A knew that the First Lloyds Account belonged to him and yet was being used for Company A's commercial purposes, namely "*business operations abroad.*"
- 29.12 Mr Okunniga accepted that, in his witness statement in the Proceedings, he had used the term 'merge' or 'merger' but stated that this was a lay expression and he was in fact referring to a "*practical integration of operations*" or "*genuine collaboration*" between Company X and Company A. Mr Okunniga referred to a number of financial transfers, supported by evidence before the Tribunal, that showed transactions on behalf of Company A. He submitted that Finanta Ltd, an independent finance company, had treated the bank account as belonging to Company A when processing a loan application. He also noted that Mr Pitter, in his capacity as the last director of Company A, confirmed that "*Mr Okunniga was required to designate one of his Lloyds business account (sic) as a [Company A] Trust account to receive money meant for [Company A] businesses for transparency purposes.*"
- 29.13 It was alleged that the commercial relationship between Company X/Mr Okunniga and Company A pre-dated any dispute between Mr Okunniga and the Firm, on the basis that there was correspondence concerning a representation agreement dated 16 November 2018 and 19 June 2019.
- 29.14 Mr Okunniga asserted that there was no personal benefit to him in fabricating a 'merger' and thereby misleading the court. He asked the Tribunal to note that he was assisting the police in an investigation into alleged fraud on the part of Mr and Mrs A.

#### The Tribunal's Findings – Allegation 1

- 29.15 Whilst having regard to DJ Gilmore's findings in the judgment of 22 June 2022, the Tribunal reached its own conclusions on the factual matrix of Allegation 1, and made the following findings:
- As recorded in paragraph 27 of the judgment of 22 June 2022 in the Proceedings, in written evidence to the court, Mr Okunniga stated that an agreement was reached between Company A and its board to merge his consultancy, Company X, and Company A, giving him a 50% stake in the merged business and an annual retainer of £12,000. In oral evidence to the court, Mr Okunniga had said the merger did happen and that he was the company secretary, although not registered as such.

- Mr Okunniga told the Tribunal, however, that there was no merger, on the basis that Company A and his business were small businesses, so it was more properly described as a ‘*business collaboration*’ or ‘*operational integration*.’ Mr Okunniga was never a director of nor signatory for Company A. The merger was not referred to in Mr Okunniga’s Reply and Counterclaim in the Proceedings.
- The Tribunal heard evidence about whether a retainer of £12,000 was paid to Mr Okunniga or not. Mr Okunniga told the Tribunal that it was agreed in writing that he would be paid this retainer, but he was unable to produce any documentary evidence.
- Mr Okunniga showed the Tribunal a ‘Statement of Account’ and a ‘Check book Register,’ both of which he had created. He told the Tribunal that the purpose of these documents was to provide information about the expenses of Company A by highlighting significant, although not all, transactions. Both showed a retainer, of \$12,000 (stated in US\$ because of software limitations; the actual amount said to be £12,000) in the Statement of Account and of £12,000 in the Checkbook Register. Mr Okunniga was adamant in his oral evidence that the retainer was not paid. This was confirmed by his witness, Mr Pitter. This was contrary to what Mr Okunniga told the court in the Proceedings, as recorded in paragraph 30 of the judgment of 22 June 2022, that he had stated that, “*I was in fact paid*”.
- The Tribunal found that it was likely that Mr Okunniga cited the payment of £12,000 to the court to support the contention of a merger, whereas he changed his definition of a merger before the Tribunal. He told the Tribunal he did not receive the £12,000, which is therefore consistent with Mr Okunniga’s changed view of the merger. As a result, Mr Okunniga had clearly misled the court. The Tribunal considered that it did not need to find whether the £12,000 was actually paid or not.
- The Tribunal also considered the evidence as to whether there was a merger and noted the following:
  - There was no documentation before the court or the Tribunal specifically regarding any merger.
  - The Lloyds Bank sub-account, re-named for Company A, was a sub-account of Mr Okunniga’s sole trader account and was solely operated by Mr Okunniga. The existence of this sub-account did not, in the Tribunal’s view, amount to proof of a merger.
  - There was correspondence with Lloyds Bank indicating that a request had, in the past, been made to add Mrs A as a signatory to an account. This was not actioned by the bank, and in any event would not have been proof of a merger.
  - Mr Okunniga accepted in cross-examination that the International Fee Protection Agreement was not evidence of a merger.
  - There was no evidence of a 50% stake in any company being given to Mr Okunniga.
  - There was conflicting evidence about the retainer.
  - There was no evidence of the registration of Mr Okunniga as company director or company secretary. Mr Okunniga gave evidence that the “merger” was in fact a business association.

- Mr Pitter gave evidence that Mr Okunniga was introduced to him as lawyer “partnering” with Mr and Mrs A.

- 29.16 The Tribunal accordingly concluded that there was no merger, and this could not, therefore, be an explanation for why Mr Okunniga received nine payments from clients into his personal bank accounts. Of the nine payments, two were clearly in respect of legal fees paid under invoices dated 27/09/2018 (£1,403.00) and 05/04/2019 (£1,000.00).
- 29.17 Taken as a whole, the evidence of Mr Okunniga had changed significantly from that in his pleadings and the evidence given to the court, the evidence given to the Applicant and the evidence given to the Tribunal. One example of this was his assertion that he was company secretary, of which there was no record, and which he claimed before the Tribunal was a misunderstanding, and he was in fact the company lawyer. Another example was the assertion to the court that he had been paid the retainer, and oral evidence to the Tribunal that he had not. Overall, the thrust of Mr Okunniga’s evidence to the court, as recorded by DJ Gilmore, was the existence of a merger. Before the Tribunal, Mr Okunniga stated that the relationship was more of a business association than a formal merger. The Tribunal concluded that these inconsistencies reflected on Mr Okunniga’s credibility, and that he was an unreliable witness. The Tribunal found that there was no evidence of a merger. The Tribunal found further that by seeking to fabricate the existence of the ‘merger,’ Mr Okunniga had misled the court.
- 29.18 Mr Okunniga was in breach of the duty to uphold the proper administration of justice, because he misled the court, or knowingly or recklessly allowed it to be misled. The Tribunal had regard to the passage in *Brett v SRA* [2014] EWHC 2974 which states, “*misleading the court is regarded by the court and must be regarded by any disciplinary tribunal as one of the most serious offences that an advocate or litigator can commit*”.
- 29.19 Mr Okunniga was in breach of the duty to act to uphold public trust and confidence, because he had acted with less than complete probity, integrity, and trustworthiness. He had provided misleading information, thereby acting in a way that undermined public trust and confidence in the profession.
- 29.20 As to dishonesty, the Tribunal applied the test in *Ivey v Genting*. On the first, subjective limb of the test, based on the evidence before the Tribunal and the lack of contrary evidence, it was inconceivable that Mr Okunniga could believe there was a merger between Company A and Company X (noting also that Company X was not actually a company, but in fact Mr Okunniga acting as a sole trader). On the second limb, the Tribunal had found that Mr Okunniga had provided misleading and conflicting information to the court in the Proceedings. The Tribunal was satisfied that ordinary decent people would consider it dishonest for a solicitor to mislead the court.
- 29.21 As to integrity, The Tribunal had regard to the judgment in *Wingate*, which states that “... ‘*integrity*’ is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members.... Integrity connotes adherence to the ethical standards of one’s own profession. That involves more than mere honesty...Such a professional is expected to

*be even more scrupulous about accuracy than a member of the public in daily discourse.”*

- 29.22 Mr Okunniga, as an officer of the court, had failed to provide accurate information to the court and thereby breached the obligation under Paragraph 1.4 of the Code for Solicitors, not to mislead or attempt to mislead the court by his own acts or omissions. On the evidence before the Tribunal, including the judgment in the Proceedings, Mr Okunniga did not act with moral soundness and rectitude or reflect his position of trust and responsibility as a solicitor and did not therefore act with integrity.
- 29.23 The Tribunal found Allegation 1 proved and that Mr Okunniga breached all of the following:
1. Principle 1 of the Principles
  2. Principle 2 of the Principles
  3. Principle 4 of the Principles
  4. Principle 5 of the Principles
  5. Paragraph 1.4 of the SRA Code for Solicitors.

30. **Allegation 2 – Issuing invoices for money not owed to the Firm - On 30 January 2019, 28 May 2019, 12 August 2019, and 31 October 2019 the Respondent issued invoices to Mr and Mrs A and subsequently demanded payment for outstanding fees allegedly owed to the Firm where the Firm had not authorised the issuing of invoices and where fees were not owed to the Firm.**

**In doing so, the Respondent breached all or any of the following:**

- 2.1. Principle 2 of the 2011 Principles**
- 2.2. Principle 4 of the 2011 Principles**
- 2.3. Principle 6 of the 2011 Principles**

#### The Applicant’s Case

- 30.1 In late 2019, the solicitor-client relationship with Mr and Mrs A broke down and the clients made a complaint about Mr Okunniga to Mrs Onwuka at the Firm. During the investigation by the Firm, it became apparent that Mr Okunniga had issued “*numerous conflicting invoices*” to Mr and Mrs A. These were addressed by District Judge Gilmore at paragraphs 53 – 55 of her judgment dated 22 June 2022.
- 30.2 On 26 September 2019, Mr Okunniga sent an email to Mr and Mrs A entitled “*bill review*” attaching four invoices with a summary of fees outstanding, which came to the total sum of £56,750.00. A further chasing email was sent on 31 October 2019. The Firm, through Ms Onwuka, in correspondence with the Applicant on 23 October 2020 confirmed that it had no knowledge of these invoices. Mrs Onwuka confirmed this in her written and oral evidence to the Tribunal. Further, there was no documentary evidence on the file that the Applicant examined to show that Mr Okunniga was authorised to carry out the work and issue the invoices.
- 30.3 Mr Colledge submitted:

- Mr Okunniga was not authorised to issue invoices on his own, as set out in his contract for services and as confirmed by Mrs Onwuka.
- The invoices were not on the Firm's pro-forma invoice, as confirmed in oral evidence by Mrs Onwuka. Mr Okunniga created his own template.
- Mrs Onwuka acknowledged in oral evidence that some of the work referred to in the invoices was carried out by Mr Okunniga; the issue was that the clients had already paid and these invoices in part demanded further payment for the same work. A schedule of payments for immigration and bankruptcy legal fees, annexed to Mrs Onwuka's witness statement dated 26 November 2021, set out payments totalling £22,798.62 from Mr and Mrs A to Mr Okunniga's bank accounts, not the Firm's. No invoices had been sent to Mr and Mrs A on or before the 'date[s] of payment' recorded.
- Only one invoice was sent to Mrs A on the Firm's proper template, on 23 January 2019; and
- District Judge Gilmore (at paragraph 55 of her judgment) found the invoice of 30 January 2019 to have been backdated. This was consistent with there being no record of it having been sent to the clients before 26 September 2019. This issue was also relevant to the other invoices; there was no evidence that they had been sent out before the emails of 26 September and 31 October 2019.

30.4 Mr Colledge took the Tribunal through individual invoices in turn:

Invoice dated 30 January 2019

- This invoice related to the requested payment of £30,000 (inc. VAT) from Mr and Mrs A for outstanding legal fees for "*International legal representation in the recovery of 346 KG of Gold Bars valued at \$15,000,000*".
- The Firm confirmed, in Mrs Onwuka's correspondence with the Applicant and in her oral evidence, that the only two ledgers for Mr and Mrs A referred to work other than recovery of gold bars. Mrs Onwuka also confirmed that she had not seen this invoice until after Mr Okunniga had left the Firm.
- There was no client care letter and the only work carried out appeared to be two letters to airlines which were the subject of allegation 3.
- To support the fees charged, Mr Okunniga made assertions, in a letter to the Applicant dated 19 June 2020, that there was to be a damages-based agreement. He did not produce any evidence of this, and it was inconsistent with the explanation given in interview with the Applicant on 11 November 2020 that the gold bars were "*nothing to do with Clifton*".

Invoice of 24 October 2018

- This invoice was for legal fees for a remortgage application.

- It was not on the Firm's proper letterhead.
- It appears to have been backdated as there was no record of it having been sent before 26 September 2019.
- At paragraph 16 of his Witness Statement in the Proceedings, dated 12 March and February 2020 (sic), Mr Okunniga stated that the invoice was cancelled. He still, however, chased payment nearly a year after the invoice was purportedly issued.

#### Invoice of 28 May 2019

- This invoice was not on the Firm's proper template and again there was no record of it having been sent on the day it was dated.
- In interview with the Applicant on 11 November 2020, Mr Okunniga said that the invoice was cancelled.

#### Invoice of 31 October 2019

- This invoice was similar to the invoice dated 28 May 2019, with the exception that counsel's fees (included in the earlier invoice) had been omitted, and the outstanding fees purportedly owed to the Firm were increased to £5,400. This increased the outstanding balance from £1,080.00 to £6,480.00.

30.5 There was a further invoice dated 12 August 2019, in respect of which Mr Okunniga gave an inconsistent and confusing account during his interview with the Applicant on 11 November 2020 of how it was calculated and whether it was cancelled.

30.6 Mr Colledge submitted that the District Judge, in paragraph 59(o) of her judgment in the Proceedings, found that Mr Okunniga "*plainly fabricated sums alleged to be owing to him*" by Mr and Mrs A, in respect of the invoice dated 30 January 2019. Mr Okunniga had prepared and issued fabricated invoices for sums purportedly owing to the Firm. He chased payment of these invoices and threatened legal action against the clients in the email and letter dated 31 October 2019, without the knowledge and authorisation of the Firm. Mr Okunniga acted dishonestly, in the knowledge that the fees were not justified or owed for the legal work he had completed, because he had already received payment for that legal work into his personal bank accounts.

#### The Respondent's Case

30.7 Mr Okunniga submitted that:

- The work listed on the invoices had in fact been carried out. He proposed that this had been accepted by Mrs Onwuka in her oral evidence and that Mr and Mrs A accepted liability for all invoices save that dated 30 January 2019. He further submitted that this acceptance meant that the invoices could not have been fictitious.

- The invoice template that he created was for the Firm's use and available within the Firm's administrative system. He showed the Tribunal invoices on the same template for other clients and Mrs Onwuka accepted in her evidence that the Firm had received and processed payments from other clients based on invoices drafted using Mr Okunniga's template. Mrs Onwuka said she had been aware of such work being carried out but had not seen the invoices until after Mr Okunniga left the Firm. Mr Okunniga, however, submitted that acceptance of fees charged using his template demonstrated that, at the least, he had implied authority to issue invoices in that form.
- It was significant that the Firm brought a counterclaim in the Proceedings seeking payment of the invoices which were allegedly unauthorised; Mr Okunniga submitted that the Firm's litigation amounted to a clear acknowledgement that the invoices represented real fees which were due.
- The Applicant relied on judicial comment of District Judge Gilmore in the Proceedings when the issue of fabrication of the invoices was not before the court. No findings were made on the authenticity or authority behind the invoices.

#### The Tribunal's Findings – Allegation 2

- 30.8 The Tribunal noted that Allegation 2 at paragraph 2.4 of the Rule 12 Statement referred to Mr Okunniga as having "issued" invoices dated 30 January 2019, 28 May 2019, 12 August 2019 and 31 October 2019, whereas paragraph 44 of the Rule 12 referred to invoices having been sent out on 26 September 2019, rather than issued. The Tribunal accepted that paragraph 2.4 was drafted in error and was subsequently corrected in the body of the Rule 12.
- 30.9 The invoice of 30 January 2019 was purportedly on the Firm's letterhead and related to Mr Okunniga acting for Mr and Mrs A "*in the recovery of 346 KG of Gold Bars valued at \$15,000,000.00*". The amount charged on the invoice in respect of this work was £25,000 plus VAT. Mr Okunniga chased payment of this invoice on 26 September 2019.
- 30.10 Mr Okunniga's contract for services required the Firm's approval for any matters outside of a specified list, being Civil, Criminal, Immigration, Family, Mental Health, Landlord & Tenant, and Prison Law. Mrs Onwuka told the Tribunal that she did not authorise the work specified on the invoice, and that the Firm did not do international work because it was not covered by the Firm's professional indemnity insurance. She would not have approved this work if asked. The Tribunal felt this was a credible reason as to why she would not have authorised this work. Mrs Onwuka had no knowledge of Mr Okunniga doing work for Mr and Mrs A outside of the areas in which he was authorised to practise. Only fees which were known about appeared on the Firm's ledger. The Tribunal did not accept Mr Okunniga's position that Mrs Onwuka would or should have known on the basis that his emails and invoices were stored on the Firm's server or 'the cloud,' to which she had access.
- 30.11 There was no evidence before the Tribunal, such as an engagement letter, of Company A being a client of the Firm. Mr Okunniga's evidence about whether the Firm acted for Company A was inconsistent throughout. He told the Tribunal that the Firm was acting

in the matter relating to the consignment of gold bars, whereas he told the Applicant's Forensic Investigation Officer in the interview on 11 November 2020 that Company A had nothing to do with the Firm. Mr Pitter confirmed that Company A used Mr Okunniga as a lawyer, in an independent capacity, and stated, in paragraph 19 of his witness statement and in oral evidence, that Company A did not instruct the Firm.

- 30.12 The Tribunal found Mrs Onwuka to be a clear and compelling witness and accepted her evidence that this work was completely outside the normal business of the Firm and that she did not authorise this work. The Tribunal found that the Firm did not authorise this invoice and that the amount charged for work done (£25,000) was excessive by any measure. The Tribunal therefore found that Mr Okunniga had issued this invoice without the Firm's authorisation, and that the fees claimed were not owing to the Firm. Further, that he had demanded payment of this invoice in an email to Mr and Mrs A.
- 30.13 The invoice of 28 May 2019 detailed two "*Applications to adjourn*", which Mrs Onwuka accepted was work that was done in relation to bankruptcy proceedings. She similarly noted a fee for counsel representation and confirmed that the Firm would hire counsel. Regarding the entry on the invoice marked "*Firm Professional fee*," however, Mrs Onwuka told the Tribunal that the Firm did not charge clients under any such heading. Mr Okunniga did not address this. The Tribunal found that the item marked "*Firm Professional fee*" did not represent fees owed to the Firm and that the Firm did not authorise this invoice.
- 30.14 The entries on the invoice dated 12 August 2019 related to immigration matters, and the likelihood was that some of these were in respect of work that was carried out. The invoice included at line 5 work being billed until September 2019, a date after the date of the invoice. This invoice therefore purported to bill for work in the future. The Tribunal found that it was fabricated. The Tribunal found further that an amount corresponding to the amount invoiced was included in an email from Mr Okunniga to Mr and Mrs A demanding payment.
- 30.15 The entries on the invoice dated 31 October 2019 essentially repeated those on the invoice of 28 May 2019 and included another entry for "*Firm Professional fee*". Based on the Tribunal's finding regarding the invoice of 28 May 2019, the Tribunal found that the Firm would not have charged a "Firm Professional fee" and that this sum did not represent professional fees owed to the Firm.
- 30.16 The Tribunal found that Mr Okunniga significantly overcharged Mr and Mrs A and that he raised invoices and chased for payment without the Firm's knowledge or consent. In so doing he seriously compromised his integrity in breach of principle 2 of the 2011 Principles.
- 30.17 The Tribunal found that Mr Okunniga's conduct, in issuing invoices for fees which were not authorised by the Firm, and then demanding payment, was in breach of Principle 4 of the 2011 Principles.
- 30.18 Mr Okunniga failed to behave in a way that maintained the trust the public placed in him and in the provision of legal services, in breach of Principle 6 of the 2011 Principles.

- 30.19 In respect of issuing invoices in the name of the Firm which he knew were not authorised by the Firm, and where the fees claimed were not owed to the Firm, the Tribunal applied the test for dishonesty in paragraph 74 of *Ivey v Genting*. The Tribunal found that Mr Okunniga acted dishonestly. On the first limb of the test, based on the evidence before the Tribunal, the Tribunal found that it was not possible that Mr Okunniga genuinely believed that all the fees demanded in the invoices which were the subject of this Allegation were properly due and owing. On the second limb, the Tribunal was satisfied that ordinary decent people would consider it dishonest for a solicitor to act in this way.
31. **Allegation 3 – sent misleading letters - On 28 and 30 January 2019, sent two letters to third parties in which he purported to act on behalf of the Firm in respect of the transfer of gold and falsely stated that he was "Head of International Trade and Arbitration" on the Firm's letterheaded paper.**

**In doing so, the Respondent breached all or any of the following:**

**3.1. Principle 2 of the Principles 2011**

**3.2. Principle 6 of the Principles 2011**

#### The Applicant's Case

- 31.1 On 28 and 30 January 2019, Mr Okunniga prepared and sent two letters on the Firm's letterhead addressed to Ethiopian Airlines and Emirates Skycargo. The letters were written to put the recipients on notice of a proprietary injunction application being made to the Hong Kong High Court to prohibit the removal of a cargo of gold bars from the custody of the airlines. In these letters Mr Okunniga referred to the Firm as acting for Mr and Mrs A as "directors and President of [Company A]." in respect of the transfer of gold and he signed the letters as the "*Head of International Trade and Arbitration*" and underneath that, "*Clifton Law, solicitor.*"
- 31.2 Mr Colledge submitted that these letters were misleading in that:
- Mr Okunniga acknowledged that Company A was not a client of the Firm; and
  - Ms Onwuka confirmed that the Firm did not authorise Mr Okunniga to carry out international trade and/or arbitration work, because these were legal services not offered by the Firm. This is supported by Mrs Onwuka's evidence that the Firm's professional indemnity insurance at the material time would not have covered such work.
- 31.3 Clause 3.2 of the Contract for Services provided that written authorisation was required to carry out work in any area other than those practised by the Firm. Mr Okunniga had not produced confirmation of any such written authorisation.
- 31.4 Mr Okunniga's explanations on these points were not credible. In a recorded interview on 11 November 2020 with the Applicant's then forensic investigator, Mr Esney, Mr Okunniga explained that he was entitled to designate himself in the proper context of what he was doing at that moment. In fact, Mr Okunniga used a consistent signature

block on all other Firm correspondence and Mr Colledge cited emails to Mr A of 16 November 2018 and 26 September 2019 as examples.

31.5 The letters, on the Firm's letterhead, gave the misleading impression that Mr Okunniga was:

- head of a department which did not exist.
- instructed through the Firm to act for Mr and Mrs A; and
- permitted to operate in that specialised area of law.

31.6 Mr Okunniga knew that was not the case. In the circumstances Mr Okunniga:

- acted without integrity by holding himself out in a role that he knew was not his and was not authorised by the Firm.
- was liable, though this conduct, to mislead third parties as to his role, title, and position. His conduct risked undermining the public's trust and confidence in solicitors and the provision of legal services because statements he made were unreliable; and
- acted dishonestly.

#### The Respondent's Case

31.7 Mr Okunniga denied the Allegation, on the basis that it was at best a misunderstanding about job title, and submitted:

- The designation was used in the context of discussions about acting for Company A, whose director was at that time an existing client of the Firm. Mrs Onwuka, whom he considered to be an unreliable witness, was aware that he was engaging with third parties and that he was being presented as the lead contact for international trade issues. No objection was raised at the time the letters were sent, and the Firm pursued the commercial opportunity created by the letters to the Ethiopian Airlines and Emirates Skycargo.
- The letters were written for a legitimate commercial purpose to assist a client to resolve cargo issues.
- He gained no personal advantage from the title and believed in good faith that it accurately reflected his function in the Firm.
- He had no intention to mislead because, upon being informed by a third party that the representation might not be appropriate, he acted promptly and responsibly by:
  - ceasing to use the designation immediately
  - signposting the client to a Hong Kong firm with appropriate expertise

- advising that the matter be referred to the police.
- The use of the title was limited to these two letters and was known to the Firm at the time the letters were written. No internal complaint, warning or grievance was raised whilst Mr Okunniga was at the Firm. He only became aware that the Firm alleged a lack of authority more than a year after leaving.
- The Firm subsequently counterclaimed for monies allegedly earned during the period in which the designation was used, seeking to profit from work generated under the description.
- Mrs Onwuka had admitted before the Employment Tribunal in 2021 that the Firm had misled the Legal Aid Agency and the Applicant about his senior designation to secure a legal aid contract. At paragraph 55 of the Employment Tribunal judgment dated 8 February 2021 in case no. 1304847/2020, the Firm had “*effectively admitted*” providing false information to the Legal Aid Agency. That history was directly relevant to the credibility of Mrs Onwuka and the Firm and rendered this Allegation unsafe.

### The Tribunal’s Findings – Allegation 3

- 31.8 It was common ground that two letters were sent on 28 January 2019 on the Firm’s letterhead. Both letters stated that “*We act for Mr [A] and Mrs [A] who are the directors and President of [Company A].*” The text of the letters relates to a consignment of gold, and the Tribunal noted that the letters were addressed to two companies that were major international airlines.
- 31.9 Mr Okunniga signed the letter as “*Head of international trade and arbitration*” and underneath that, “*Clifton Law, Solicitor*”. Mrs Onwuka told the Tribunal that Mr Okunniga was not entitled to assume that title. His contract for services with the Firm required her approval for any work outside of the specified areas, and she did not give the approval. Mrs Onwuka confirmed that the Firm was not involved in international trade work and did not carry out arbitrations.
- 31.10 The Tribunal found Mrs Onwuka to be a credible witness. The Tribunal noted Mr Okunniga’s submission that Mrs Onwuka’s credibility was undermined by an employment judge (in separate proceedings) accepting that Mrs Onwuka had lied to the legal aid agency. This did not change the Tribunal’s view of Mrs Onwuka’s credibility, which was formed after hearing her give evidence in person.
- 31.11 The Tribunal found Mr Okunniga’s explanation of his understanding that Mrs Onwuka was aware that he was undertaking this work not to be credible. The Tribunal did not accept Mr Okunniga’s evidence that he had obtained authority from Mrs Onwuka to undertake this work and concluded that the first time she knew about this work was when Mr and Mrs A made a complaint.
- 31.12 Accordingly, the Tribunal found that Mr Okunniga had sent the letters on the Firm’s letterhead to the airlines and had stated that he was “*Head of International Trade and Arbitration*” when the Firm’s principal had not authorised him to do so. The Tribunal found Allegation 3 proved.

- 31.13 The Tribunal found that Mr Okunniga’s conduct was dishonest in accordance with the test set out in *Ivey v Genting*. On the first limb of the test, based on the evidence before the Tribunal, the Tribunal did not accept that Mr Okunniga knew or genuinely believed he was entitled to hold himself out as ‘Head of International Trade and Arbitration’ for the Firm. On the second limb, the Tribunal was satisfied that ordinary decent people would consider it dishonest for a solicitor to hold himself out to third parties as the head of a practice that did not exist within a firm.
- 31.14 The Tribunal determined that by holding himself out in this way, Mr Okunniga breached the duty in Principle 2 of the Principles 2011 to act in the best interests of each client and that, by misleading third parties, he breached Principle 6 which is a duty to behave in a way that maintains the trust the public places in solicitors and in the provision of legal services.
32. **Allegation 4 – During the period from 14 December 2022 to 29 September 2023, the Respondent gave misleading information to the Court in written and oral evidence during the Enforcement Proceedings by providing false information about the beneficial ownership of the Property subject to the Interim Charging Order, in his defence of the application for a Charging Order over the Property.**

**In doing so, the Respondent breached all or any of the following:**

- 4.1. Principle 1 of the Principles**
- 4.2. Principle 2 of the Principles**
- 4.3. Principle 4 of the Principles**
- 4.4. Principle 5 of the Principles**
- 4.5. Paragraph 1.4 of the Code for Solicitors**

#### The Applicant’s Case

- 32.1 Mr Colledge confirmed that this allegation related to whether Mr Okunniga misled the court in written and oral evidence in the Enforcement Proceedings. The court found that a trust deed providing for 100% ownership of Property A in the name of Mr Okunniga’s wife was a sham. It was necessary to examine events surrounding the purchase and ownership of Property A, but also to trace the purchase and ownership of Property B, the previous home of Mr Okunniga and his wife, to reach a proper conclusion.
- 32.2 As with Allegation 1, R 32(2) SDPR provided that a judgment in civil proceedings was proof of the findings but not conclusive proof. Mr Colledge noted that the Tribunal should not blindly adopt the findings of the court but come to its own conclusions on the balance of probabilities on the evidence before it, as to the beneficial ownership of Property A.

#### The Trust Deed

- 32.3 There was little evidence to suggest that Mr Okunniga’s position as to the beneficial ownership was correct. The only evidence available to Mr Okunniga was a Declaration of Trust dated 17 April 2017 (“the Trust Deed”) which purportedly had the effect of Mr Okunniga relinquishing his share of Property A to his wife.

- 32.4 Mr Colledge submitted that all the usual evidence surrounding such a deed was absent:
- there was no application to HM Land Registry for a restriction on the property's title until five years after the date of the Declaration of Trust.
  - there was no Form 17 (to evidence a change in the split of income from a jointly owned property for tax purposes), although a Form 17 reply dated 27 September 2022 had been admitted by the Tribunal as late evidence.
  - the form TR1 for Property A did not refer to any beneficial ownership other than the usual "tenants in common"; and
  - there was no additional evidence of sole ownership by Mr Okunniga's wife, such as utility bills or council tax. Mr Okunniga had sought to admit a home insurance policy in his wife's name as late evidence, but this was not allowed by the Tribunal.
- 32.5 Mr Colledge submitted that Mr Okunniga making some of the mortgage payments, as confirmed in the mortgage current account statements admitted as late evidence by the Tribunal, was inconsistent with the alleged effect of the Trust Deed.
- 32.6 The Firm had applied to enforce the award against Mr Okunniga, for sums which Mrs Onwuka confirmed in oral evidence remained unpaid as at the date of the hearing before the Tribunal. An interim charging order in respect of Property A was made on 21 October 2022.
- 32.7 Mr Colledge reminded the Tribunal that Mr Okunniga had sought to set aside the interim charging order and had submitted to the court that:
- he contributed nothing towards the purchase of Property A.
  - his wife used the proceeds of sale of a property, known as Property B, to purchase Property A.
  - his wife acquired the sole interest in Property B because of a transfer of land in Nigeria to Mr Okunniga; and
  - the Trust Deed was executed to protect his wife's sole ownership of Property A.
- 32.8 Mr Colledge asked the Tribunal to consider District Judge Gilmore's conclusions at the hearing on 30 October 2023, in which she dismissed Mr Okunniga's application to set aside the interim charging order:
- at paragraph 44 she found that Mr Okunniga "*...consistently lied in order to persuade the Court that [his wife] has always been the 100% beneficial owner*".
  - At paragraph 49, that "*the Form 17 was submitted in 2022 as a first step in avoiding the financial consequences of the Underlying Proceedings, which Mr Okunniga knew full well could result in a substantial order against him*"; and

- at paragraph 52, that the Trust Deed was “*simply produced so that [Mr Okunniga] could rely on it at some point in the future should he need to try to avoid the consequences of his dishonesty. That point came during the course of the Underlying Proceedings, and it was only at that point (some 5 years after the date on the Trust Deed) that [Mr Okunniga] decided to apply for a restriction on the property register*”.

32.9 Noting Mr Okunniga’s position was that he did not lie to the court, Mr Colledge submitted that there was no evidence supporting Mr Okunniga’s explanation as to the reason for the Trust Deed, and no evidence that it was anything but a sham.

### Property B

32.10 To understand the situation fully, it was necessary to trace the ownership of Property B, the previous property occupied by Mr Okunniga and his wife.

32.11 There was a surrender of a 25% interest in Property B, in exchange for land in Nigeria, purportedly evidenced by a document dated 22 November 2008 which appeared to be notarised. In the Enforcement Judgment, District Judge Gilmore found the document to be “*plainly not an effective declaration of trust*” and “*clearly inaccurate,*” and found further that Mr Okunniga did not, as at the purported date of this declaration, own any interest in Property B. His purchase of a 25% share took place almost one month later, on 19 December 2008.

32.12 Mr Colledge submitted that the Nigerian land record was also inaccurate as it recorded that the equity contributions in Property B were 25% from Mr Okunniga and 75% from his wife. Notwithstanding that Mr Okunniga did not own 25% until 19 December 2008, the remaining 75% was not purchased from a Housing Association until 2013, as evidenced by a Memorandum of Staircasing dated 7 October 2013 identifying Mr Okunniga as the sole leaseholder. The Office Copy Entry for Property B dated 28 October 2013 also showed that the sole leaseholder of Property B as at the date of purchase was Mr Okunniga.

32.13 The purchase of Property B was funded by a mortgage from Barclays Bank in the joint names of Mr Okunniga and his wife, as evidenced by a statement dated 19 September 2016.

32.14 The District Judge was also concerned about the ‘Certificate of Statutory Right of Occupancy’ that Mr Okunniga and his wife relied on as proof of the transfer of the Nigerian land. This document was unsigned and undated. In cross-examination before the court, Mr Okunniga admitted that it was merely an application for occupation and had not been processed by the Nigerian authorities in more than 15 years.

32.15 These inconsistencies led the District Judge to conclude that they “*call[ed] into serious question the truth of [Mr and Mrs Okunniga’s] evidence regarding [Property B]*”. Mr Colledge submitted that there was nothing in the proceedings before the Tribunal which illustrated that the District Judge’s decision was wrong.

### Property A

- 32.16 The Tribunal was taken to the mortgage deed from Barclays Bank dated 20 January 2017, for the purchase of Property A, which was in joint names. The mortgage deed itself was dated 3 February 2017. The Title Register showed that Mr Okunniga and his wife held the property as joint tenants from that date, prior to the Trust Deed. District Judge Gilmore found that Mr Okunniga “*did not genuinely believe that there was no inconsistency between the TR1 and the Trust Deed*”.
- 32.17 An Official Copy Entry of the title dated 29 July 2022 also records the registered proprietors as Mr Okunniga and his wife. The same document shows that the Trust Deed was registered as a restriction on the Proprietorship Register on that date.
- 32.18 The bank statements submitted to the Tribunal as late evidence show that Barclays paid further advances secured over Property A into a current account in Mr Okunniga’s sole name. Mr Okunniga’s bank account statements for the period September 2018 – January 2020 appeared to show that he paid the entirety of the monthly mortgage payments for Property A. It was, however, accepted that the new evidence showed that Mr Okunniga’s wife made contributions to the monthly mortgage payments.
- 32.19 Although Property A has always been occupied by Mr Okunniga and his wife, Mr Okunniga clearly confirmed during cross-examination in the Enforcement Proceedings that it was rented out from December 2022. When he was shown documentary evidence to prove that this initial position was untrue, he corrected his account to say that the property was “*supposed to be*” rented out in December 2021.

### The Respondent’s Case

32.20 Mr Okunniga submitted that:

- The court in the Proceedings did not find that he acted dishonestly in 2017 when the Trust Deed was executed. The reference to dishonesty was an inference drawn in 2022 about motive, not a finding that the deed was fabricated at the time. The court did not find that the signatures were false, that the witnessing was improper or that the document failed to reflect the parties’ intentions in 2017. It was not proper that this inference should displace the objective evidence before the Tribunal.
- He withdrew his application from the Enforcement Proceedings once his wife was joined as a party. Accordingly, the Enforcement Judgment did not adjudicate his conduct.
- The Trust Deed was executed in 2017 and witnessed by a solicitor long before any dispute existed between Mr Okunniga and the Firm. The timing was wholly inconsistent with the suggestion that the deed was created to defeat future creditors. In cross-examination in these proceedings, Mr Okunniga stated that the motivation for Mr Okunniga’s wife taking security in 2017 for a transaction that occurred in 2008, was that her sister had recently died and everything she owned had been claimed by her husband, as there had been no legal safeguards in place.

- There was objective, independent evidence to support his wife’s beneficial interest, namely mortgage payments and HMRC notifications made in her sole name, as confirmed by the late evidence admitted by the Tribunal.
- The Applicant’s criticism of the absence of utility bills showing his wife’s control of Property A was unfair because beneficial ownership must be a reflection of ownership and financial contributions and no adverse inference should be drawn from absent material, particularly as the Applicant had never sought it.
- Regarding the alleged inconsistency in cross-examination in the Enforcement Proceedings over the issue about when Property A was rented, the wrong date given to the court was an error of recollection, not an act of deception. Mr Okunniga’s wife notified HMRC in January 2022 because they had in fact planned to rent out the property from December 2021, not December 2022.
- The Applicant’s assertion that his evidence repeated grounds of appeal which had been “*dismissed*” was incorrect. The concluded appeal concerned costs, not the substantive findings on the Trust Deed. There was an application for permission to appeal pending.
- Turning to legal principles, joint legal title was not inconsistent with differing beneficial shares. Delay in registering the Trust Deed on the title did not invalidate the trust and did not prove dishonesty. The submission of the Form 17 in 2022 was a procedural step and did not retrospectively render the Trust Deed a sham. HM Land Registry Practice Guide 24 addressed when and how a trust should be reflected on a title but did not require registration for validity of the trust. Law of Property Act 1925 s. 53(1)(b) required a declaration of trust over land to be in writing but did not require it to be registered or accompanied by a restriction in the title register, to be valid between the parties. Rule 95 of the Land Registration Rules 2003 clarified that a restriction on title was a notice that beneficial ownership was separate but was not a condition of validity for a trust. The absence of a restriction in 2017 or its later entry was not capable, on its own, of proving a sham. At best it was circumstantial evidence, whereas a sham had to be proved by a contemporaneous intention to mislead third parties. Relying solely on the timing of a Form A restriction was an error of law and reasoning and was not cogent evidence to prove that the Trust Deed was a sham on the balance of probabilities.

#### The Tribunal’s Findings – Allegation 4

- 32.21 The Tribunal reminded itself that its task was not to accept or displace the findings of District Judge Gilmore, but to test whether the Applicant had proven, on the balance of probabilities, that Mr Okunniga had misled the court about the beneficial ownership of Property A in the Enforcement Proceedings.
- 32.22 Mr Okunniga had told the court that, in 2008, his wife transferred ownership of land in Nigeria to him. This was ostensibly in consideration for a transfer of his share of 25% ownership of Property B. In 2013 Mr Okunniga purchased the remaining 75% of Property B from the Housing Association. There was a transfer deed in Mr Okunniga’s name. Mr Okunniga and his wife jointly bought Property A on 20 January 2017. In April 2017, a Trust Deed purported to give Mr Okunniga’s wife 100% beneficial

ownership in Property A, which The Tribunal understood was in return for the transfer of the land in Nigeria.

- 32.23 On 29 July 2022, a restriction was entered on the HM Land Registry register for Property A which noted details of the Trust Deed and Mr Okunniga's wife's beneficial ownership. Mr Okunniga was unable to give adequate reasons for the delay in registration of the restriction. A question before the court was whether the late registration of the Trust Deed invalidated it. In his written submissions, Mr Okunniga directed the Tribunal to the Land Registration Rules 2003 which seemed to indicate that registration of a restriction was not a condition of validity of the trust. Mr Okunniga maintained before the Tribunal that the trust deed was valid from 2017, despite the restriction only being registered in 2022.
- 32.24 District Judge Gilmore clearly had the benefit of submissions on the Land Registration Rules, particularly Rule 94(1)(a), and the Land Registration Act 2002, as well as oral evidence from Mr Okunniga and his wife. With this, the District Judge was able to make a finding that Mr Okunniga's wife did not hold 100% of the beneficial interest, and that neither Mr Okunniga nor his wife intended this to be the case.
- 32.25 The Tribunal did not have the benefit of any submissions on the law, other than briefly in Mr Okunniga's closing submissions, and did not hear evidence from Mr Okunniga's wife. It also did not see the underlying evidence that led the District Judge to her conclusions. Whilst the Tribunal could accept the judgment as proof, it was not conclusive proof.
- 32.26 On the evidence before it, therefore, the Tribunal accepted Mr Okunniga's explanation for the existence of the Trust Deed, and for the late registration of the restriction. The Tribunal did not find on the balance of probabilities that the Trust Deed was a sham, or that Mr Okunniga had misled the court.
- 32.27 The Tribunal found Allegation 4 not proved.

### **Previous Disciplinary Matters**

33. None

### **Mitigation**

34. Mr Okunniga asked for his references of good character to be put before the Tribunal, and the Tribunal took time to read these. Mr Okunniga emphasised that he was a provider of free legal services to his community which were relied upon by others.

### **Sanction**

35. The Tribunal referred to its Guidance Note on Sanctions (11<sup>th</sup> edition February 2025) when considering sanction and the proper approach to sanctions, as set out in [Fuglers and Others v SRA](#) [2014] EWHC 179. 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.

36. The Tribunal assessed the seriousness of the misconduct by considering the level of Mr Okunniga's culpability, the harm he caused, and any aggravating and mitigating factors.
37. The dishonest misconduct found was of the utmost seriousness, in that it breached both the fundamental duty incumbent on Mr Okunniga, as a solicitor, to conduct litigation fairly by not misleading the court and not misleading others. Misleading a judge is a serious act of professional misconduct.
38. In assessing culpability, the Tribunal determined that Mr Okunniga had acted of his own free will and not coerced by others.
39. His actions had caused harm to others, namely the impact on the Firm and its principal, Mrs Onwuka, who had been engaged in lengthy litigious proceedings as a result of employing Mr Okunniga. His actions had also caused distress to the Firm's clients, Mr and Mrs A to the extent that they had complained to the Firm and to the SRA. The Tribunal considered Mr Okunniga to be an unreliable witness, and he did not show any insight into the nature or effect of his misconduct.
40. Aggravating features were present as Mr Okunniga had carried out calculated, knowingly dishonest actions repeatedly and over a period of time. He had tried to place the blame for his actions on Mrs Onwuka. His actions were in pursuit of personal gain.
41. The Tribunal found Mr Okunniga's culpability to be very high.
42. The damage to the reputation of the profession by such misconduct was very serious as Mr Okunniga had acted dishonestly and without integrity.
43. The Tribunal next considered all of Mr Okunniga's character references which had been submitted in support of mitigation of any sanction and noted his voluntary work in the community.
44. The Tribunal noted that Mr Okunniga had no previous disciplinary findings against him.
45. The Tribunal next considered the purpose for which sanctions are imposed, noting that an important purpose of sanctions is to maintain the reputation of the solicitors' profession ([Bolton v The Law Society](#) [1993] EWCA Civ 32). The Tribunal determined that the reputation of the profession was undermined by the circumstances detailed in Allegations 1,2 and 3.
46. The Tribunal, having determined that Mr Okunniga's conduct was dishonest, observed that a finding of dishonesty would, absent exceptional circumstances, require an order striking the solicitor from the Roll.
47. The Tribunal considered the authorities, in particular the criteria in [SRA v Sharma](#) [2010] EWHC 2022 (Admin), which determined the factors amounting to exceptional

circumstances, namely the nature, scope and extent of the dishonesty itself; whether it was momentary, or over a lengthy period of time; whether it was of benefit to the solicitor, and whether it had an adverse effect on others. The Tribunal found that Mr Okunniga's misconduct was repeated over time, was intended to benefit himself and had an adverse effect on others. On this basis, the Tribunal was unable to identify any exceptional circumstances.

48. The Tribunal therefore determined, by reference to the seriousness of the misconduct, the degree of culpability, the harm caused to others and the lack of sufficient mitigating factors, that the appropriate sanction was striking off Mr Okunniga from the Roll of Solicitors.

### **Costs**

49. The Tribunal reminded itself of its jurisdiction pursuant to Rule 43(4) SDPR.
50. Mr Colledge sought costs in the sum of £59,154.66, as set out in the Applicant's updated Schedule of Costs dated 27 January 2028. He submitted that this was a difficult case with over 2,000 pages of evidence and that the hourly rates charged were well below guideline rates.
51. Mr Colledge acknowledged that Mr Okunniga's Statement of Means showed that he was not working, in receipt of universal credit and had substantial liabilities. He contended that Mr Okunniga had assets outside the jurisdiction, however, and on that basis proceeded to ask for the Applicant's costs in full.
52. In response, Mr Okunniga stated that he had very limited means because he had not worked as a solicitor for two years following conditions being placed on his practising certificate, and that his home, in which he had no beneficial interest, was mortgaged.
53. The Tribunal carefully considered Mr Okunniga's Statement of Means dated 12 January 2026. The Tribunal recognised that it should carefully consider making an order for costs where on any reasonable assessment of the Respondent's current or future circumstances, it was unlikely ever to be satisfied (*Barnes v SRA Ltd* [2022] EWHC 677 (Admin)).
54. The Tribunal found that the costs applied for by the Applicant were proportionate and agreed them in full. The Tribunal ordered, however, that the Applicant's costs be substantially reduced in light of Mr Okunniga's limited means. Accordingly, the Tribunal ordered Mr Okunniga to pay the costs of and incidental to this application and enquiry fixed in the sum of £10,000.00.

### **Statement of Full Order**

55. The Tribunal ORDERED that the Respondent, GBOYEGA AJIBOLA OKUNNIGA, 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 £10,000.00.

Dated this 12<sup>th</sup> day of March 2026  
On behalf of the Tribunal

*J Abramson*

J Abramson  
Chair