

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12765-2025

## BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

JUDE SEBASTIAN FLETCHER  
(ALSO KNOWN AS JUDE GRAMMAR)

Respondent

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Before:

Mr G Sydenham (in the chair)  
Mrs L Nabou  
Ms L Hawkins

Date of Hearing: 24 February 2026

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## Appearances

Delme Griffiths, solicitor of Blake Morgan LLP, One Central Square, Cardiff, CF10 1FS, for the Applicant.

The Respondent did not attend and was not represented.

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## JUDGMENT

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## Allegations

1. The allegation made against Mr Fletcher by the Solicitors Regulation Authority Limited (“SRA”) were that: while in practice as a solicitor at Fletcher Day Limited of 30 Moorgate, London, EC2R:

1.1 Between January 2022 and July 2022, the Respondent misappropriated a minimum of £997,417.58 of client money, contributing to an overall client account shortage of £2,096,757.59 as at 30 September 2022.

In doing so, he breached Rules 5.1, 5.2 and 6.1 of the SRA Accounts Rules 2019 (“the Accounts Rules”), Paragraph 4.2 of the Code of Conduct for Solicitors, RELs and RFLs 2019 (“the Code”) and Principles 2, 4 and 5 of the SRA Principles 2019 (“the Principles”).

1.2 Mr Fletcher provided the SRA with information which he knew or ought to have known to be false and/or misleading in relation to Metro Bank account number -5577 in the following ways:

(a) On or about 9 December 2020, Mr Fletcher provided the SRA with a falsified copy of the statement for Metro Bank account number -5577 for November 2020, and

(b) On or about 6 January 2021, Mr Fletcher provided the SRA with a falsified letter from Metro Bank dated 21 December 2020.

In doing so, he breached any or all of Principles 2, 4 and 5 of the Principles and failed to comply with paragraphs 7.3 and 7.4 of the Code.

1.3 On or about 6 October 2022, Mr Fletcher provided copies of statements for Metro Bank account number -5577 for the period April 2022 to September 2022 to staff at the Firm to mislead them and which he knew or ought to have known were false.

In doing so, he breached Paragraph 1.4 of the Code and Principles 2, 4 and 5.

## Executive Summary

2. The Tribunal found that Mr Fletcher engaged in deliberate and sustained misconduct by supplying both the Applicant and his Firm with false and misleading Metro Bank documents in order to conceal the true position of the client account and prevent discovery of a significant shortage of client funds. He knowingly provided fabricated bank statements and a false bank letter which he alone was in a position to falsify, and that he misled the Firm’s cashier by providing further forged statements showing a fictitious £2.1 million balance. The Tribunal was satisfied that Mr Fletcher knew these documents were false and that he acted with the intention of concealing his misappropriation of client monies. Accordingly, the Tribunal found all allegations proved. The Tribunal’s reasoning can be accessed here:

- [Allegation 1.1](#)

- [Allegations 1.2 and 1.3](#)

## Sanction

3. The Tribunal determined that in the circumstances, the only appropriate and proportionate sanction was to strike Mr Fletcher off the Roll of Solicitors. The Tribunal's reasoning can be accessed [\[here\]](#).

## Preliminary Matters

4. Application to proceed in the Respondent's absence
  - 4.1 Mr Fletcher did not attend the hearing. Mr Griffiths submitted that there was a long history of attempts to contact Mr Fletcher in order to serve him with the proceedings. Given the difficulties, the Tribunal granted an application for substituted service on 9 June 2025, which was varied on 9 October 2025. That Mr Fletcher was aware of the proceedings was plain from his email dated 17 February 2025; Mr Fletcher referred to correspondence received and the date of the hearing. He made it plain that he would not be attending the hearing either in-person or remotely. He sought the possibility of dealing with matters by way of an Agreed Outcome. The Applicant refused that offer given the proximity of the hearing and the previous lack of engagement.
  - 4.2 Mr Griffiths submitted that it was legitimate to conclude that Mr Fletcher had chosen not to engage with the regulator or participate in the proceedings. As to his reference to medical matters, no medical evidence had been filed, and no adjournment had been sought. Mr Griffiths submitted that an adjournment at this stage was contrary to the public interest and that the matter should proceed in his absence.

## The Tribunal's Decision

- 4.3 Rule 36 of the Solicitors (Disciplinary proceedings) Rules 2019 ("SDPR") provided:
 

*"If a party fails to attend and is not represented at the hearing and the Tribunal is satisfied that notice of the hearing was served on the party in accordance with these Rules, the Tribunal may hear and determine any application and make findings, hand down sanctions, order the payment of costs and make orders as it considers appropriate notwithstanding that the party failed to attend and is not represented at the hearing."*
- 4.4 The Tribunal firstly considered whether service had been effected in accordance with Rule 44 of the SDPR. It was clear that Mr Fletcher was aware of the proceedings and the date of the hearing. In his email dated 17 February 2026, Mr Fletcher apologised for the delay in responding to correspondence from the Applicant received "*over the past few months*" and also confirmed that he was aware of the listing for the substantive hearing. The Tribunal was thus satisfied that he had been served in accordance with the SDPR.
- 4.5 The Tribunal had regard to the Solicitors Disciplinary Tribunal Guidance Note on Adjournments (February 2025) and the criteria for exercising the discretion to proceed in absence as set out in *R v Hayward, Jones and Purvis [2001] QB, CA*.

- 4.6 The Tribunal paid significant regard to the comments of Leveson P in *GMC v Adeogba [2016] EWCA Civ 162*, particularly that in respect of regulatory proceedings there was a need for fairness to the regulator as well as a Respondent. At [19] he stated.

*“... It would run entirely counter to the protection, promotion and maintenance of the health and safety of the public if a practitioner could effectively frustrate the process and challenge a refusal to adjourn when the practitioner had deliberately failed to engage with the process. The consequential cost and delay to other cases is real. Where there is good reason not to proceed, the case should be adjourned; where there is not, however, it is only right that it should proceed.”*

- 4.7 Leveson P went on to state at [23] that the discretion must be exercised *“having regard to all the circumstances of which the Panel is aware with fairness to the practitioner being a prime consideration but fairness to the GMC and the interest of the public also taken into account.”*
- 4.8 The principles identified in *Adeogba* were affirmed by the Court of Appeal in *GMC v Hayat [2018] EXCA Civ 2796*.
- 4.9 The Tribunal noted the references by Mr Fletcher to his health. However, he had provided no medical evidence in support of his assertion that he was unfit to attend the hearing. Further, it was noted that Mr Fletcher had made no application to adjourn the hearing based on ill health. The Tribunal was satisfied that in this instance Mr Fletcher had chosen voluntarily to absent himself from the hearing. It was in the public interest and in the interests of justice that this case should be heard and determined as promptly as possible. There was nothing to indicate that Mr Fletcher would attend or engage with the proceedings if the case were adjourned. In light of these circumstances, the Tribunal determined that it was just to proceed with the case, notwithstanding Mr Fletcher’s absence.

## Documents

5. The Tribunal reviewed all the documents submitted by the parties, which included (but was not limited to):
- Rule 12 Statement [[here](#)].
  - Exhibits dated 6 May 2025.
  - Applicant’s schedule of costs dated 26 January 2026.

## Professional Details

6. Mr Fletcher was a solicitor, having been admitted to the Roll in September 1999. He was understood to have changed his name to Jude Grammer on or about 20 November 2020. In his email of 17 February 2026, he confirmed that he had reverted to his original name of Jude Sebastian Fletcher.
7. At the time of the alleged misconduct, he was the owner, director, manager, and COFA of Fletcher Day Limited (‘the Firm’) and had been since the Firm’s inception. The Applicant intervened in the Firm on 22 February 2023.

8. The Firm was incorporated on 21 January 2013 and traded from 1 September 2014. The Firm was the successor practice of Fletcher Day LLP (“the LLP”), which had traded between 8 November 2010 and 1 September 2014 and was dissolved on 8 September 2015.
9. Mr Fletcher did not hold a Practising Certificate.

### **Witnesses**

10. None.

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

11. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with Mr Fletcher’s rights to a fair trial and to respect for his private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

### **Dishonesty**

12. The test for dishonesty was that set out in Ivey v Genting Casinos (UK) Ltd t/a Crockfords [2017] UKSC 67 at [74] as follows:

“When dishonesty is in question the fact-finding Tribunal must first ascertain (subjectively) the actual state of the individual’s knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the factfinder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest.”

- 12.1 When considering dishonesty, the Tribunal firstly established the actual state of Mr Fletcher’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.

### **Integrity**

13. The test for integrity was that set out in Wingate and Evans v SRA and SRA v Malins [2018] EWCA Civ 366, as per Jackson LJ:

“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.”

14. **Allegation 1.1 - Between January 2022 and July 2022, he misappropriated a minimum of £997,417.58 of client money, contributing to an overall client account shortage of £2,096,757.59 as at 30 September 2022. In doing so, he breached Rules 5.1, 5.2 and 6.1 of the Accounts Rules, Paragraph 4.2 of the Code and Principles 2, 4 and 5 of the Principles.**

#### Factual Background

- 14.1 The Applicant was alerted to this matter following a report by the Firm's COLP that HMRC had issued a winding up petition against the Firm for an outstanding debt of £1.2 million.
- 14.2 The last client account reconciliation for the Firm was carried out in September 2022, indicating that the Firm held sufficient funds to meet client liabilities. The reconciliation had included a statement dated September 2022 from Metro Bank ("Metro") showing that there were funds of £2.1 million being held in account number -5577.
- 14.3 The Metro bank statement had been provided to the Firm's cashier (who did not have access to the Metro bank account) by Mr Fletcher on 6 October 2022. The officers of the Firm stated that they did not have access to the accounts and that they were not aware of the existence of any Metro accounts.
- 14.4 At a meeting on 10 February 2023, representatives of the Firm informed the Applicant that the last contact between Mr Fletcher and the Firm had been on 2 February 2023. By 14 February 2023, it had been identified that there was a potential client account shortfall.
- 14.5 The Firm held accounts with Lloyds Bank ("Lloyds") and Metro. The Firm could not get access to any account held by Metro as the accounts were in the name of the LLP with Mr Fletcher being the only signatory.
- 14.6 As a result of the intervention, both Lloyds and Metro provided details of accounts held by the Firm and the LLP.
- 14.7 There were three accounts held on behalf of the Firm by Lloyds. The signatories to these accounts, according to a mandate signed in 2020, were Mr Fletcher, the former Head of Accounts, and an Administrator. At intervention, the balances on the Lloyds accounts were:

Account Name	Account Number	Account Balance
Lloyds Client	-7368	£184,248.20 Credit
Lloyds Reserve	-0360	£0.00
Lloyds Business	-0768	£9,930.44 Credit

- 14.8 There were three accounts held on behalf of the LLP by Metro. Metro did not hold any accounts in the name of the Firm. At intervention, the balances on the Metro Bank accounts were:

Account Name	Account Number	Account Balance	Date of Last Transaction
Client	-5488	£38.00 Credit [TW1, 61]	01.01.2023
Client	-5537	£16.09 Credit [TW1, 62]	28.03.2022
Client	-5577	£3,165.92 Credit [TW1, 64]	12.07.2022

14.9 The Forensic Investigation Officer (“FIO”) utilised an extraction date of 30 September 2022 to assess the Firm’s liabilities to clients. The information available at that date was:

Liabilities to Clients	£3,748,261.28
Cash held in Lloyds client accounts	£1,648,261.28
Difference	(£2,100,000.000)
Cash held in Metro Bank client accounts	£3,242.41
<b>Total client account shortage</b>	<b>(£2,096,757.59)</b>

14.10 The FIO was not able to fully identify the cause of the cash shortage of £2,096,757.59, but part of the shortage was caused by the following transactions involving Metro Bank account -5577:

- 3 payments were made into the account: (i) 28 January 2022, £2,000,000 from the Lloyds client account; (ii) 10 March 2022 £50,000 from Jude Grammer “*purchase funds*”; and (iii) 11 March 2022 £150,000 from Jude Grammer “*purchase funds*”.
- £66.50 transfer to office account on 28 January 2022.
- £20,000 and £250,000 on 29 January and £706,417.58 on 31 January 2022 to Jude Grammar re sale of Oxford Gate.
- £500,000 (x2) to Lloyd’s client account on 18 and 24 February 2022 both with the reference “*return client fund*”.
- Between 11 May and 12 July 2022 6 payments to Jude Grammar (5 payments £20,000 and 1 payment of £21,000) all with the reference “*share sale*”.
- £20,000 and £80,000 to Client A on 24 March 2022.

14.11 A total of £897,417.58 was paid out of client funds held in account -5577 to ‘*Jude Grammer*’ between 29 January and 12 July 2022. These payments were made after Mr Fletcher changed his name to Jude Grammer.

14.12 The three payments made with reference to the sale of Oxford Gate, were references to a property associated with Mr Fletcher, being the address given by him on the Deed Poll of 20 November 2020 and on the Individual Insolvency Register as his last known address. The Register of Title for 8 Oxford Gate confirmed that this property was last

sold on 29 September 2009 and the registered proprietor since 14 October 2009 had been Navid Nikbakht.

14.13 On 24 March 2022, two payments, totalling £100,000, were made to Client A, who was both a client of, and lender to, the Firm. Client A had initially loaned £750,000 to the Firm in March 2016. This loan had been renewed on 1 April 2020, to be repaid in instalments of £250,000 on 31 December 2020, 21 December 2021, and 31 December 2022. As at 21 June 2021, the Firm owed £403,750 to Client A.

- The nominal balance report printed on 10 March 2022 showed the amount owed to Client A was £373,939.50.
- The report printed on 14 April 2022 showed the amount owed to Client A was £323,939.50. The report printed on 10 May 2022 showed the amount owed to Client A was £313,939.50.

14.14 The Firm's Lloyd's business account showed three payments to Client A on 28 February 2022, 24 March 2022, and 21 April 2022 of £8,750, £50,000, and £10,000, respectively.

14.15 At the time of the share sale payments, Mr Fletcher was not a director of any company other than the Firm in the name of Mr Fletcher or Mr Grammar.

#### The Applicant's Case

14.16 Mr Griffiths submitted that Mr Fletcher misappropriated a minimum of £997,417.58 of client money. Between 28 January 2022 and 12 July 2022, he knew or believed:

- That he was (i) the only signatory to the three Metro accounts which were operating in the name of the LLP; (ii) the only person who could authorise payments out of the accounts; (iii) he was the only person with access to the three accounts; and (iv) information about those accounts could only be obtained by him.
- That client funds of £2 million had been transferred into the LLP's Metro account -5577 from the Firm's Lloyds client account on 28 January 2022.
- That payments were paid out of Metro account -5577 to Jude Grammer on 29 and 31 January 2022 purporting to relate the sale of a property at 8 Oxford Gate, to which he had an apparent connection, but not as the proprietor or seller.
- That payments totalling £100,000 were paid out of Metro account -5577 on 24 March 2022. Those payments were stated to be made to Client A but did not relate to any client matters which the Firm was handling on Client A's behalf at the material time.
- That payments totalling £121,000 were paid out of Metro account -5577 to Jude Grammer between 11 May and 12 July 2022. Those payments were stated to relate to the sale of shares, but Mr Fletcher did not own shares in any companies listed in Companies House other than the Firm.

- That all payments out of Metro Bank account -5577 between 29 January and 12 July 2022 were taken from client money but not for client purposes.
  - That by permitting client money to be transferred from the Firm's Lloyds client account to Metro account -5577 and then permitting payments to be made out of Metro account -5577 for non-client related reasons, the Firm's client account reserves would be depleted, leading to a client account shortage.
- 14.17 Mr Griffiths submitted that a solicitor acting honestly would need to be scrupulous about the management and safeguarding of client money. As an experienced solicitor, owner, director and COFA, Mr Fletcher understood that he had no entitlement to client money, save in payment of the Firm's fees.
- 14.18 By transferring funds from the Firm's Lloyds client account into Metro account -5577 to which he had sole access and then making payments to himself or others out of the Metro account, Mr Fletcher deliberately sought to misappropriate client funds.
- 14.19 The transfer of monies to Jude Grammer in January, May and July 2022 could only have been authorised by Mr Fletcher for his own benefit as the payments were not made in relation to any legitimate transaction where the Firm was acting on his behalf.
- 14.20 The transfer of monies to Client A on 24 March 2022 could only have been authorised by Mr Fletcher and did not relate to any legitimate transaction where the Firm was acting for Client A. Any repayment of loan monies due to Client A should not have been made from client monies.
- 14.21 Mr Griffiths submitted that ordinary and decent people would regard the taking of money belonging to clients for a solicitor's personal benefit and/or the benefit of his Firm as dishonest. Furthermore, they would regard operating bank accounts which were, or purport to be, for the use of the clients of a firm of solicitors, but which were solely accessible to a single individual for his own purposes, with no independent control or oversight, as dishonest.
- 14.22 A solicitor acting with integrity was expected to be scrupulous about the management and safeguarding of client money. Mr Fletcher had transferred client funds into an account to make payments on behalf of himself or others. The payments made were not accidental or mistaken, as the number, duration and named recipients of the transfers demonstrated a conscious decision to avail himself of client funds for his benefit or the benefit of others, but not for the benefit of clients. Such conduct, it was submitted, lacked integrity in breach of Principle 5.
- 14.23 In conducting himself as he had, Mr Fletcher had abused the trust placed in him by clients and the public and had thereby failed to behave in a way which maintained the trust placed by the public in solicitors and in the provision of legal services in breach of Principle 2.
- 14.24 He had also failed to safeguard client money entrusted to him by clients in breach of Paragraph 4.2 of the Code.

14.25 The transfer of client funds from the Firm's Lloyds client account on 28 January 2022 into Metro account -5577 and the subsequent withdrawals from the Metro account -5577 between 29 January and 12 July 2022 led to a client account shortage from at least September 2022 onwards. These monies were not replaced. None of the requisite conditions with respect to Rule 5.1 applied to justify the withdrawals made. Mr Fletcher therefore breached Rules 5.1, 5.2 and 6.1 of the Accounts Rules.

#### The Tribunal's Findings – Allegation 1.1

14.26 The Tribunal first considered the reliability of the financial information provided by Mr Fletcher in relation to the Firm's client account position. The last reconciliation undertaken in September 2022 suggested that the Firm held sufficient client funds. This reconciliation relied upon a Metro Bank statement, supplied by Mr Fletcher, indicating a balance of £2.1 million in account -5577. The evidence showed that this statement had been given to the Firm's cashier on 6 October 2022.

14.27 By 14 February 2023 a potential client account shortfall had been identified. It was apparent that although the Firm held accounts with Lloyds Bank, only Mr Fletcher had access to the Metro accounts, which were held in the name of the LLP rather than the Firm.

14.28 Following the intervention, both Lloyds and Metro provided verified account information. Metro confirmed that none of the accounts were held in the name of the Firm. The Tribunal was satisfied on the evidence that the shortage existed and that the September 2022 Metro statement provided by Mr Fletcher could not have reflected the true account balance.

14.29 The evidence demonstrated that Mr Fletcher was the sole signatory and sole individual with access to the Metro Bank accounts operated in the name of the LLP and that all information relating to those accounts could only be obtained from him. He therefore exercised exclusive control over the accounts into which £2 million of client funds was transferred on 28 January 2022.

14.30 Between January and July 2022, significant payments were made from Metro account -5577 to "Jude Grammer", Mr Fletcher's assumed name. These included payments on 29 and 31 January 2022 purported to relate to the sale of 8 *Oxford Gate*, despite him having no proprietary interest in that property. Further payments totalling £121,000 were made to him between 11 May and 12 July 2022, described as relating to the sale of shares, in circumstances where, at the relevant time, Mr Fletcher was not a director of any company other than the Firm, whether in the name Fletcher or Grammer.

14.31 The Tribunal found that these payments represented the removal of client funds for Mr Fletcher's own benefit. They were not accidental, nor were they connected to any legitimate client matter. They were deliberate withdrawals carried out by the only person capable of authorising them.

14.32 The Tribunal also considered the payments to Client A. The Tribunal found that the two payments totalling £100,000 made to Client A were improper as they did not correspond to any underlying client matter. The use of those funds to repay loan monies owed to

Client A was impermissible. These payments could only have been authorised, and were in fact authorised, by Mr Fletcher.

- 14.33 Having regard to all of the above, the Tribunal concluded that the financial records provided by Mr Fletcher were misleading, that substantial client funds had been transferred into an account accessible only to him, and that large sums had been withdrawn for purposes unconnected with client business. These matters materially contributed to the significant shortfall in client monies and demonstrated a pattern of conduct inconsistent with the safeguarding of client funds.
- 14.34 The Tribunal found that Mr Fletcher knew that he was not entitled to use client monies for his own purposes. He had deliberately transferred significant amounts of client monies for his own purposes or to make loan repayments to Client A. He knew that he had taken client monies and used those monies in an impermissible way. The Tribunal found that such conduct was dishonest when judged according to the standards of ordinary and decent people. Taking client funds for his personal benefit, fabricating the appearance of legitimate transactions, and operating accounts to which only he had access, all constituted of behaviour that ordinary members of the public would regard as dishonest. Accordingly, the Tribunal found that Mr Fletcher's conduct was dishonest in breach of Principle 4.
- 14.35 That his conduct also lacked integrity was plain. A solicitor acting with integrity was required to be scrupulous in the management of client money. Mr Fletcher instead transferred client funds into an account that he alone controlled and then made repeated withdrawals for his own benefit. The pattern, duration and nature of the transactions demonstrated a deliberate course of conduct wholly inconsistent with the obligations of integrity imposed on a solicitor. Accordingly, the Tribunal found that Mr Fletcher's conduct lacked integrity in breach of Principle 5.
- 14.36 He also failed to maintain the trust and confidence placed in him by clients and the public. Misappropriating client money and concealing the true financial position of the client account represented a serious breach of Principle 2.
- 14.37 None of the conditions permitting withdrawals from client account under Rule 5.1 applied to the payments Mr Fletcher made. The payments to himself, to Client A, and the purported "*share sale*" and "*property sale*" payments were not made for client purposes, not authorised by any client, and not otherwise permitted. By withdrawing client money in the way that he did, he failed to appropriately authorise the withdrawals made and thus failed to comply with to comply with Rule 5.2.
- 14.38 The subsequent withdrawals for non-client purposes and the resulting client account deficit constituted a breach of Rule 6.1, which required that any client money improperly withheld or withdrawn from a client account be replaced immediately.
- 14.39 By failing to safeguard client money, transferring it into an account under his exclusive control, and using it for his personal benefit and to pay third-party liabilities unrelated to any client matter, Mr Fletcher acted in breach of Paragraph 4.2 of the Code, which required him to safeguard client funds entrusted to him.
- 14.40 Accordingly, the Tribunal found allegation 1.1 proved in its entirety.

15. **Allegation 1.2 – Mr Fletcher provided the SRA with information which he knew or ought to have known to be false and/or misleading in relation to Metro Bank account number -5577 in the following ways: (a) On or about 9 December 2020, Mr Fletcher provided the SRA with a falsified copy of the statement for Metro Bank account number -5577 for November 2020, and (b) On or about 6 January 2021, Mr Fletcher provided the SRA with a falsified letter from Metro Bank dated 21 December 2020. In doing so, he breached any or all of Principles 2, 4 and 5 of the Principles and failed to comply with paragraphs 7.3 and 7.4 of the Code.**

**Allegation 1.3 - On or about 6 October 2022, Mr Fletcher provided copies of statements for Metro Bank account number -5577 for the period April 2022 to September 2022 to staff at the Firm to mislead them and which he knew or ought to have known were false. In doing so, he breached Paragraph 1.4 of the Code and Principles 2, 4 and 5.**

### Factual Background

- 15.1 A Forensic Investigation into the Firm was commenced on 2 December 2020, due to concerns about the use of the Firm's client account as a banking facility, the management and financial stability of the Firm and loans made to the Firm by clients or companies controlled by clients.
- 15.2 On 9 December 2020, Mr Fletcher sent the FIO various documents, including a client account reconciliation for 30 November 2020. This reconciliation included a bank statement for Metro account -5577 for 1 - 30 November 2020 showing a balance of £1.1 million.
- 15.3 On 17 December 2020, the FIO asked Mr Fletcher to provide '*letters from Metro Bank and Lloyds Bank confirming the balances held in all of the firm's accounts as at 30 November 2020*'. On 6 January 2021, Mr Fletcher provided the FIO with a letter from Metro dated 21 December 2020 written in the name of the Business Support Specialist, stating: "*I am pleased to confirm that as at close of business on the 30/11/2020, a balance of £1,100,000.00 CR was showing for the Fletcher Day client account with...account number -5577. I can also confirm that the Client Account detailed above is the only account open in the name of Fletcher Day Ltd.*"
- 15.4 At the time of completing Forensic Investigation Report dated 1 November 2021, the FIO had understood that the Firm operated three bank accounts at Lloyds and account -5577 at Metro with Mr Fletcher and the Head of Accounts being signatories for all accounts.
- 15.5 The FIR noted that the Firm had outstanding liabilities of £2,072,865.89 as at 8 June 2021. As part of the 2023 Forensic Investigation, a witness statement was taken from the Firm's cashier. The cashier did not have access to the Metro accounts and had relied upon Mr Fletcher to provide the bank statements in order to complete the month end reconciliations.
- 15.6 On 6 October 2022, Mr Fletcher had provided the cashier with statements from Metro account -5577 for the period 1 April to 30 September 2022 [42-53]. All six statements

were addressed to “Fletcher Day Ltd Client Deposit Account” and showed a balance of £2.1 million throughout the six-month period covered by the statements, with no transactions in or out.

- 15.7 On 2 March 2023, the Applicant provided Metro with two statements for account - 5577:

Account Details	Date of Statement	Period of Statement	Opening and Closing Balances
Fletcher Day LLP	28.02.2023	10.03.22 – 27.02.23	£24,165.92 Credit Opening £3,165.92 Credit Closing
Fletcher Day Ltd Client Deposit Account	30.09.2022	01.09.22 – 30.09.22	£2.1 million Credit Opening £2.1 million Credit Closing

- 15.8 These statements were for the same account number, -5577, but showed the following discrepancies: (i) different account holders, (ii) different addresses for the account holders, and (iii) significantly different balances as at September 2022.
- 15.9 The statement dated 28 February 2023 had been supplied by Metro following the intervention. The statement dated 30 September 2022 had been supplied by Mr Fletcher to the cashier on 6 October 2022.
- 15.10 On 3 March 2023, Metro advised that the statements provided by the Applicant on 2 March 2023 for account -5577 did “***not match*** the official documents that we hold on file. This account did not have £2.1m in the account in the past 12 months. And the account has never been held in the name of ‘FLETCHER DAY LTD CLIENT DEPOSIT ACC.’ The statement titled ‘Metro Statement\_Sep\_2022.pdf’ that you’ve received was not issued by Metro Bank.”
- 15.11 The bank statement titled ‘Metro Statement\_Sep\_2022.pdf’ was the statement dated 30 September 2022 with a balance of £2.1 million which had been provided by Mr Fletcher to the cashier on 6 October 2022.
- 15.12 On 6 June 2023, the FIO requested the following information from Metro:
- Bank statements for the three Fletcher Day LLP accounts for the period 1 November 2020 to 27 February 2022.
  - Confirmation of whether four bank statements addressed to ‘Fletcher Day Ltd Client Deposit Acc’ for account -5577 for September, October and November 2020 and September 2022 had been issued by Metro and whether the details matched Metro’s records.

- Confirmation whether the letter dated 21 December 2020 which had been supplied by Mr Fletcher to the FIO on 6 January 2021 had been issued by Metro and whether the details given in the letter matched Metro's records.

15.13 On 14 June 2023, Metro's Financial Crime Enquiries and Orders Support Specialist wrote to the SRA. A copy of the official bank statement for account -5577 in the name of Fletcher Day LLP for the period 1 November 2020 to 27 February 2022 was provided showing:

- An opening balance of £750.00.
- An inward payment of £2,000,000.00 from Fletcher Day Ltd on 28 January 2022.
- Outgoing payments totalling £1,976,484 made between 28 January and 24 February 2022.
- A closing balance as at 27 February 2022 of £24,165.92.

Further,

- The bank statements supplied by the Applicant on 6 June 2023 for account -5577 did not match Metro Bank's records:

<b>Date of Statement</b>	<b>Closing Balance on Statements provided by SRA</b>	<b>Official Closing Balance</b>
1-30 September 2020	£1,100,000.00 CR	£750.00 CR
1-31 October 2020	£1,100,000.00 CR	£750.00 CR
1-30 November 2020	£1,100,000.00 CR	£750.00 CR
1-30 September 2022	£2,100,000.00 CR	£3,165.92 CR

- The name on account -5577 was Fletcher Day LLP. The account type was a Client Premium Deposit Account.
- Metro's Business and Commercial Support team had '*reviewed their records and have not been able to locate any document matching the letter [dated 21 December 2020]*'.
- As at 30 November 2020, account -5577's balance was £750, not £1,100,000 as set out in the letter dated 21 December 2020.

#### The Applicant's Case

15.14 Mr Griffiths submitted that Mr Fletcher, when providing the Applicant with the Metro statement knew or believed:

- That the Applicant's investigation was focused on the use of client account and there was a duty to co-operate with the investigators.
- That he had been asked by the SRA to provide details of client account reconciliations.
- That Metro account -5577 had a balance of £750 as at 30 November 2020.
- That providing the SRA with a true representation of the balance of Metro account -5577 would, or may, cause the Applicant to have increased concerns about the financial stability of the Firm and trigger some form of regulatory action.
- That only he could provide details of the balance of Metro Bank account -5577 from any other person within the Firm.
- That the Applicant would place reliance on the information provided by him.

15.15 When he provided the letter from Metro purportedly dated 21 December 2020, Mr Fletcher knew or believed:

- That the letters were requested to confirm the balances held in all the Firm's accounts as at 30 November 2020.
- That Metro Bank account -5577 had a balance of £750 as at 30 November 2020.
- That providing a genuine letter from Metro with the true balance would, or might, have caused more concern about the financial stability of the Firm and trigger some form of regulatory action.
- That only he could provide details of the balance of Metro Bank account -5577.
- That the Applicant would rely on the information provided by him.

15.16 When Mr Fletcher provided the Metro statements to the Firm's cashier, he knew or believed:

- That Metro account -5577 had not, at any time, during the period in question, had a balance of £2.1 million.
- That the balance had decreased from £124,165.92 to £3,165.92 during the period April-September 2022.
- That the statements provided would be used to prepare client account reconciliations.
- That only Mr Fletcher could provide details of the balance.

- That providing statements confirming the true balance of Metro account would demonstrate a significant shortage in client account and thus trigger a report to the Applicant.
- 15.17 The information provided by Metro confirmed that the documents supplied by Mr Fletcher (namely the statement and letter provided to the Applicant, and the statements provided to the Firm's cashier) were not accurate. Mr Fletcher had full access to the legitimate documents and knew that the documents he had provided were not accurate.
- 15.18 Mr Griffiths invited the Tribunal to infer that Mr Fletcher falsified the documents he provided in order to avoid the detection of his misappropriation of client funds and the Firm's financial problems.
- 15.19 A solicitor acting honestly would not create or supply any documents containing untrue or misleading information to either the Applicant or his own Firm. In doing so, Mr Fletcher did not act in a way consistent with the high standards to which the profession is held. Mr Fletcher sought to obtain benefit by avoiding identification of the Firm's financial difficulties and his misappropriation of client funds.
- 15.20 Ordinary decent people would not expect a solicitor to provide misleading information relating to his Firm's financial stability to either his Firm or the Applicant. They would also not expect a solicitor to deliberately falsify documentation to mislead his Firm or the Applicant as to the Firm's financial position or the misuse of client money. In doing so, he had acted dishonestly in breach of Principle 4.
- 15.21 Such conduct also lacked integrity in breach of Principle 5. A solicitor acting with integrity would not provide false and misleading information to conceal the misappropriation of client funds and the true financial position of the Firm.
- 15.22 Members of the public would not expect a solicitor to provide false and misleading information to his regulator during an investigation. Nor would they expect a solicitor to provide false and misleading information to members of staff in order to conceal the true financial position of the firm. In doing so, Mr Fletcher had failed to maintain the trust and confidence the public placed in him and in the provision of legal services by authorised persons in breach of Principle 2.
- 15.23 Paragraphs 7.3 and 7.4 of the Code required Mr Fletcher to co-operate with, and provide full and accurate information to, the Applicant. In providing false and misleading documents to prevent a full investigation into the Firm's financial position and Mr Fletcher's handling of client monies, he breached Paragraphs 7.3 and 7.4 of the Code.
- 15.24 Paragraph 1.4 of the Code required Mr Fletcher not to mislead or attempt to mislead clients, the courts, or others. The Firm's clients had entrusted their money to Mr Fletcher and his Firm in the expectation that their money would be kept secure and used only for the purposes for which they had provided those funds to the Firm. The Firm's clients would not expect their funds to be misappropriated for his own benefit or that of others. By providing false and misleading documentation to the SRA and the

Firm, Mr Fletcher concealed from clients that their money had been misappropriated and was no longer available to them, in breach of Paragraph 1.4 of the Code.

The Tribunal's Findings – Allegations 1.2 and 1.3

- 15.25 The Tribunal considered the evidence relating to the documents provided by Mr Fletcher to both the Applicant and the Firm concerning Metro Bank account –5577. The Tribunal found that Mr Fletcher repeatedly supplied false and misleading information, and that he did so knowingly, in order to conceal the true client account position and to prevent the detection of his misappropriation of client funds.
- 15.26 The Tribunal found that on 9 December 2020, Mr Fletcher provided the FIO with a client account reconciliation that included a Metro Bank statement for November 2020 showing a balance of £1.1 million in account –5577. Metro Bank subsequently confirmed that the true balance at that time was £750, and that the statement provided by Mr Fletcher did not correspond to any genuine statement issued by the Bank.
- 15.27 The Tribunal further found that Mr Fletcher provided the FIO with a letter dated 21 December 2020 purporting to be from Metro, confirming the same £1.1 million balance. Metro subsequently confirmed that it had no record of that letter and that the contents did not reflect the account's true balance or status.
- 15.28 The Tribunal was satisfied that both the statement and the letter were false documents that Mr Fletcher had created (or caused to be created) in order to conceal his misappropriation of client funds.
- 15.29 On 6 October 2022, the Respondent provided the Firm's cashier with further purported Metro statements for account –5577, covering April to September 2022. Each statement represented that the account was held in the name "*Fletcher Day Ltd Client Deposit Account*" and showed a constant balance of £2.1 million, with no transactions over the six-month period. Metro Bank later confirmed that:
- the statements had not been issued by Metro Bank,
  - the account had never held £2.1 million during the relevant period, and
  - the account had never been held in the name "*Fletcher Day Ltd Client Deposit Account*."
- 15.30 The Tribunal found that Mr Fletcher was the only individual with access to the genuine Metro Bank account information and therefore knew the true balances. The Tribunal was satisfied that he knowingly supplied false and misleading documents both to the Applicant and to the Firm. He knew that providing the genuine statements would immediately reveal substantial client account shortages. His actions were deliberate and designed to conceal the true financial position of the Firm, and his misappropriation of client monies.
- 15.31 The Tribunal found that by creating and supplying documents that he knew were false, Mr Fletcher acted dishonestly. Ordinary decent people would consider the deliberate falsification of bank documents and the misleading of both regulator and colleagues to be self-evidently dishonest, in breach of Principle 4.

- 15.32 That such conduct lacked integrity in breach of Principle 5 was plain. A solicitor acting with integrity would not fabricate documentation or conceal the misappropriation of client funds. Providing false bank statements and fabricated correspondence fundamentally breached the profession's ethical standards.
- 15.33 Providing false and misleading documents to the regulator and Firm staff about the true financial position of the client account undermined public trust and confidence in him and the provision of legal services by authorised persons in breach of Principle 2.
- 15.34 Mr Fletcher was required to cooperate with the Applicant and to provide full and accurate information. By supplying falsified documents to prevent a full investigation into the Firm's financial difficulties, he breached Paragraphs 7.3 and 7.4 of the Code.
- 15.35 By providing false and misleading documents to the Firm's cashier and the regulator, Mr Fletcher misled those responsible for producing client account reconciliations and those responsible for investigating the Firm. In doing so, he concealed from clients, staff, and the regulator that client funds had been misappropriated and were no longer available. He had misled the regulator, his colleagues, and his clients (who believed that he had safeguarded their monies in accordance with his regulatory obligations). Such conduct, the Tribunal found, breached Paragraph 1.4 of the Code.
- 15.36 Accordingly, the Tribunal found allegations 1.2 and 1.3 proved in their entirety.

### **Previous Disciplinary Matters**

16. None.

### **Mitigation**

17. None.

### **Sanction**

18. The Tribunal had regard to the Guidance Note on Sanctions (11<sup>th</sup> Edition – February 2025). The Tribunal's overriding objective, when considering sanction, was the need to maintain public confidence in the integrity of the profession. In determining sanction, it was the Tribunal's role to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances.
19. The Tribunal found that Mr Fletcher's conduct was motivated by personal financial gain. His actions were planned. He had falsified banks statements and a letter. He had misled both staff and the regulator over a sustained period. He had acted in breach of the trust placed in him by his clients to safeguard their money, using it for only permitted purposes. Mr Fletcher was wholly and solely responsible for the circumstances giving rise to his misconduct. He was an experienced solicitor who was fully aware of his regulatory obligations; he acted in total disregard of those obligations for his own purposes. His level of culpability, the Tribunal found, was extremely high.
20. Mr Fletcher's conduct was aggravated by his proven dishonesty, which was in material breach of his obligation to protect the public and maintain public confidence in the

reputation of the profession. That his conduct was deliberate, calculated, and repeated was plain. He had falsified documents and provided those to his staff and to the Applicant in circumstances where he was aware that the authenticity of those documents was not going to be questioned. He had abused his position of authority as the sole person with access to the Metro account. A further aggravating feature was his failure to engage with the Applicant over a prolonged period with him only making contact on 17 February 2026.

21. Mr Fletcher had caused significant harm to the reputation of the profession and to his client, whose monies he had misappropriated. As per Coulson J in *Solicitors Regulation Authority v Sharma* [2010] EWHC 2022 Admin:

*“34. There is harm to the public every time that a solicitor behaves dishonestly. It is in the public interest to ensure that, as it was put in Bolton, a solicitor can be “trusted to the ends of the earth.”*

22. Given the serious nature of the allegations, the Tribunal considered and rejected the lesser sanctions within its sentencing powers such as no order, a reprimand, restrictions, a fine or suspension. The Tribunal had regard to the case of *Bolton v Law Society* [1994] 2 All ER 486 in which Sir Thomas Bingham stated:

*“.... Lapses from the required standard (of complete integrity, probity, and trustworthiness) .... may....be of varying degrees. The most serious involves proven dishonesty.... In such cases the tribunal has almost invariably, no matter how strong the mitigation advanced by the solicitor, ordered that he be struck off the roll of solicitors.”*

23. The Tribunal did not find any circumstances that were enough to bring Mr Fletcher in line with the residual exceptional circumstances category referred to in the case of *Sharma*. The Tribunal decided that in view of the serious nature of the misconduct, in that it involved repeated acts of dishonesty, the only appropriate and proportionate sanction, in order to protect the public, and maintain public confidence in the integrity of the profession and the provision of legal services, was to order that Mr Fletcher be struck off the Roll. Mr Fletcher had suggested this in his email of 17 February 2026, and he recognised the seriousness of the conduct.

## **Costs**

24. Mr Griffiths applied for costs in the sum of £68,503.48. That figure, it was submitted was modest given the nature and complexity of the investigation of the misconduct and the preparation and presentation of the case. It was accepted that the Tribunal might consider a reduction appropriate for the reduced hearing time. It was also accepted that the Tribunal might determine that the fixed fee agreed between the Applicant and its solicitor was not determinative of any costs order the Tribunal might award. The amount claimed, it was submitted, was reasonable and proportionate in all the circumstances.
25. The Tribunal determined that there should be a reduction in the costs claimed to reflect the shortened hearing time. The Tribunal found that the time spent in the investigation, preparation and presentation of the case was reasonable. The Tribunal determined that

costs in the sum of £65,000 were reasonable and proportionate in all the circumstances. The Tribunal noted that Mr Fletcher had provided no statement of means. Further, he had not made any representations as to the level of costs claimed. In his email of 17 February 2026, Mr Fletcher stated that he would pay the Applicant's costs in full. Accordingly, the Tribunal made no further reduction in costs to take account of Mr Fletcher's means.

### **Statement of Full Order**

26. The Tribunal ORDERED that the Respondent, JUDE SEBASTIAN FLETCHER 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 £65,000.00.

Dated this 10<sup>th</sup> day of March 2026  
On behalf of the Tribunal

*G Sydenham*

G Sydenham  
Chair