

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12816-2025

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD Applicant

and

ANJUM SHAHZAD Respondent

Before:

Mr J Johnston (in the chair)

Mrs A Sprawson

Ms K Wright

Date of Hearing: 19 May 2026

Appearances

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

JUDGMENT ON AN AGREED OUTCOME

Allegations

1. The allegations against the Respondent, Mr Anjum Shahzad made by the SRA were that, while in practice as a Solicitor at Shahzads Law Ltd (“the Firm”):
 - 1.1 On or around 10 January 2022 he failed to disclose that he was subject to an SRA investigation which had commenced on 5 November 2020 (“the SRA Investigation”) in a Call Declaration Form submitted to Lincoln's Inn (“the Call Declaration Form”) and in doing so he breached any or all of:
 - 1.1.1 Principles 2 of the SRA Principles (“the Principles”)
 - 1.1.2 Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs (“the Code for Solicitors”)
 - 1.2 Between approximately 7 June 2022 and 16 February 2023 he failed to disclose to the Inn's Conduct Committee that he was subject to an SRA Investigation and in doing so he breached any and all of:
 - 1.2.1 Principle 2 of the Principles
 - 1.2.2 Paragraph 1.4 of the Code for Solicitors.
2. Mr Shahzad admitted the allegations.

Documents

3. The Tribunal had before it the following documents: -
 - Rule 12 Statement and Exhibit
 - Respondent's Answer
 - Respondent's statement of means
 - Agreed Outcome Proposal

Background

4. Mr Shahzad was admitted to the Roll in August 2001. At all material times, he was responsible for ensuring compliance with Anti Money Laundering Obligations. On 9 June 2022, Mr Shahzad made a self-report to the SRA in relation to a potential breach of his AML obligations. In November 2020, the SRA stated that the potential breach was being referred for a formal investigation. On 10 January 2022, Mr Shahzad completed forms as part of an application to be called to the Bar in which he failed to disclose the investigation in relation to the potential AML breach.

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

5. The parties invited the Tribunal to deal with the Allegations against Mr Shahzad in accordance with the Agreed Outcome Proposal annexed to this Judgment following approving the Applicant's application to withdraw allegations of breaches of Principles

2 and 4 The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions.

Findings of Fact and Law

6. 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 Shahzad's rights to a fair trial and 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.
7. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that Mr Shahzad's admissions were properly made.
8. The Tribunal considered the Guidance Note on Sanction (February 2025). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed. The Tribunal noted that the misconduct was not deliberate, it being the result of carelessness. Mr Shahzad had sought to correct the position by volunteering the information. The level of culpability was low. There was no identifiable harm caused to any individual and the risk of any such harm was negligible. The Tribunal noted that Mr Shahzad had displayed genuine insight into his misconduct and assessed the likelihood of future misconduct of a similar nature as being low. The Tribunal determined that a Reprimand was appropriate in all the circumstances. The parties had proposed a Reprimand. Accordingly, the Tribunal approved the Agreed Outcome Proposal.

Costs

9. The parties agreed that Mr Shahzad pay a contribution to costs fixed in the sum of £5,000 (taking into account his means). The Tribunal considered the agreed sum to be reasonable and proportionate in the circumstances and thus ordered that Mr Shahzad pay a contribution to costs fixed in the agreed sum.

Statement of Full Order

10. The Tribunal ORDERED that the Respondent ANJUM SHAHZAD solicitor, be REPRIMANDED and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £5,000.00.

Dated this 11th day of June 2026
On behalf of the Tribunal

J Johnston

J Johnston
Chair

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL

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

AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

ANJUM SHAHZAD

Respondent

AGREED OUTCOME PROPOSAL

A. INTRODUCTION

1. This Agreed Outcome Proposal ('AOP') is made between the Solicitors Regulation Authority Limited ('the SRA') and Mr Anjum Shahzad ('the Respondent') (collectively referred to in this document as 'the Parties').
2. This AOP is the product of discussion between the Parties and reflects an outcome which they believe to be a fair and proportionate one in all the circumstances.

3. Pursuant to Rule 25 of the Solicitors (Disciplinary Proceedings) Rules 2019 ('the 2019 Rules'), the AOP is being submitted to the Solicitors Disciplinary Tribunal ('the Tribunal') for its consideration and (if thought appropriate) approval.

B. THE AGREED FACTS

4. The relevant facts of this case are set out in the statement dated 8 August 2025 served by the SRA under Rule 12 of the 2019 Rules ('the Rule 12 statement') and in the accompanying bundle of evidence.
5. The Respondent was born on 1 December 1963 and was admitted to the Roll of Solicitors on 1 August 2001. At all material times, he was in sole practice at Shazhads Law, a law firm operating from 307 Hoe Street, London, E17 9BG. As such, he was responsible for ensuring compliance with the firm's Anti Money Laundering ('AML') obligations under the Money Laundering Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ('the MLRs 2017').
6. On 9 June 2020, the Respondent made a self-report to the SRA about a potential breach of his AML obligations regarding the need to have in place a 'Firm Wide Risk Assessment' ('FWRA'). This resulted in correspondence between the SRA and the Respondent, which culminated in a letter from the SRA to the Respondent dated 5 November 2020, in which the SRA stated that the potential breach ('the AML breach') was being referred to its AML team for 'formal investigation'.
7. The Respondent heard nothing further from the SRA about the AML breach prior to 10 January 2022, at which point he completed a Call Declaration Form ('the CDF') as part of an application to be called to the Bar (the Respondent had been made a student member of Lincoln's Inn on 12 October 1990 but had chosen instead to qualify as a solicitor).

8. In answering a question on the CDF about previous convictions or cautions, the Respondent volunteered that he had been cautioned by the police in 2014 for making a threat to kill his mother in law, following an allegation that she had physically assaulted one of his children. The police had accepted at the time that the Respondent had not intended the threat to be taken literally and that it had arisen in the context of a heated domestic dispute. The Respondent and his mother in law had subsequently been reconciled.
9. In response to a separate question on the CDF asking the Respondent if he was or had ever been the subject of a regulatory investigation or proceedings, the Respondent volunteered that on 12 June 2019 the Legal Ombudsman had upheld a complaint against him from a dissatisfied client, resulting in a fine of £50 and £100 compensation being paid to the client.
10. The Respondent did not, but should have, declared also that he was under investigation by the SRA in relation to the AML breach. This was not a deliberate failure on his part. It was 15 months since he had been informed that he was being referred for investigation for that matter and he had heard nothing further from the SRA about it since then. Nonetheless, he had a duty to ensure that the information provided in the CDF was accurate and not in any way misleading (even if only inadvertently so). He should therefore have taken the time to check his records and to ensure that the investigation into the AML breach was also recorded on the CDF. His failure to do so was manifestly incompetent (**Breach 1**).
11. The fact of the police caution and the Legal Ombudsman penalty having been declared on the CDF, Lincoln's Inn referred the Respondent to the Inns Conduct Committee ('ICC') on 28 March 2022 for further consideration of these issues and his application to be called to the Bar.
12. This resulted in a number of hearings and adjourned hearings over the course of the next 12 months. In the meantime, the SRA wrote to the Respondent on

25 May 2022 in relation to the AML investigation. That letter informed the Respondent that the matter had now been referred to the SRA's AML Investigation Team ('AMLIT') for formal investigation.

13. This led to an exchange of correspondence between AMLIT and the Respondent about this matter. On 25 July 2022, AMLIT send the Respondent a 'without prejudice' ('WP') letter offering to deal with the AML breach by way of Regulatory Settlement Agreement ('RSA'), involving payment of a £1,200 fine, costs and publication of the RSA. The Respondent accepted this offer and the RSA was entered into on 3 October 2022. It was published a week later.

14. The Respondent did not disclose the fact of the SRA investigation or the RSA to the ICC until 17 February 2023, when it was volunteered following advice he had sought and received from counsel. In a witness statement accompanying disclosure to the ICC, and in submissions subsequently made on his behalf by counsel, the Respondent explained that he had not disclosed these matters sooner as he was unsure of the precise status of the AML issue and because of concerns that confidentiality may have attached to the RSA (following on from the WP negotiations giving rise to it).

15. It is accepted that the Respondent did not deliberately withhold the fact of either the SRA Investigation or the RSA from the ICC but he should have appreciated at a much earlier point in time that these matters needed to be disclosed. He should have taken care to ensure that they were and that all relevant material was before the ICC for its consideration or sought advice sooner. His failure to do so was manifestly incompetent (**Breach 2**).

C. THE IDENTIFIED MISCONDUCT

Breach 1

16. By failing to disclose the fact of the SRA investigation on the CDF submitted to Lincoln's Inn on 10 January 2022, the Respondent acted with manifest

incompetence, sufficient to amount to professional misconduct. As a result, he was in breach of:

- i) Principle 2 of the SRA Principles, namely the requirement on solicitors to behave in a way which maintains the trust placed by the public in them and in the provision of legal services; and
- ii) Paragraph 1.4 of the Code for Solicitors, which requires solicitors not to mislead clients, the courts or others (in this case Lincoln's Inn), even if (as in this case) that misleading is inadvertent through carelessness and/or incompetence.

Breach 2

17. By failing to disclose the fact of the SRA investigation and the RSA to the ICC before 17 February 2023, the Respondent acted with manifest incompetence, sufficient to amount to professional misconduct. As a result, he was in breach of:

- i) Principle 2 of the SRA Principles, namely the requirement on solicitors to behave in a way which maintains the trust placed by the public in them and in the provision of legal services; and
- ii) Paragraph 1.4 of the Code for Solicitors, which requires solicitors not to mislead clients, the courts or others (in this case the ICC), even if (as in this case) that misleading is inadvertent through carelessness and/or incompetence.

D. THE FOLLOWING MITIGATION, WHICH IS NOT AGREED BY THE SRA, IS PUT FORWARD BY THE RESPONDENT

18. The Respondent relies on the following matters by way of mitigation:

- i) The SRA investigation originally came about as a result of his voluntary disclosure about the absence of a compliant FWRA.
- ii) He subsequently disclosed voluntarily to the SRA that his AML policies needed updating generally.
- iii) He made good on the AML deficiencies which were identified during the course of the SRA investigation, employing external consultants to assist him with this process.
- iv) He disclosed to the Inn the fact of his police caution from 2014 and the action taken against him by the Legal Ombudsman.
- v) He self-reported to the SRA in relation to the caution.
- vi) He voluntarily disclosed to the ICC (albeit belatedly) the fact of the SRA investigation and the RSA.
- vii) The RSA included observations made by the SRA that the Respondent had acted honestly and co-operatively during the AML investigation, making prompt admissions.
- viii) In January 2019, the Respondent had triple heart bypass surgery, which has left him with long term health issues.
- ix) On 30 September 2020, shortly before the Respondent was placed under investigation for the AML breach, his wife had left him with three of their children, leading to protracted divorce proceedings. These included a dispute over contact with (and custody of) the children.

- x) This dispute continued throughout the duration of the events with which this case is concerned. It was an upsetting and stressful distraction for the Respondent from his professional commitments.
- xi) This issue was magnified by the fact that, until she left home, the Respondent's ex-wife had worked as Practice Manager at the Respondent's firm. After she had gone, he was overburdened with administrative matters.
- xii) The Respondent was also struggling at the time to deal with the adverse financial impact of the Covid pandemic.

E. PROPOSED OUTCOME

- 19. The parties invite the Tribunal to dispose of this case by way of a reprimand in relation to each of the identified breaches set out above.
- 20. In addition, the Respondent is to make a contribution towards the SRA's costs. These come to £24,400 plus VAT in total but, in light of the Respondent's means (as set out on the attached Statement of Means form), the Tribunal is invited to order payment by the Respondent in the sum of £5000 instead.
- 21. In putting forward this proposal, the Parties have considered the Tribunal's Guidance Note on Sanction, in particular:
 - i) the level of culpability when the non-disclosure was careless/incompetent, rather than deliberate;
 - ii) the fact that no harm flowed from the Respondent's actions;
 - iii) disclosure of the matters in question was ultimately made voluntarily;
 - iv) the Respondent has shown insight through his admissions; and

v) the prospects of him engaging in similar conduct in the future are low.

22. The Tribunal is invited to make an order accordingly.

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Michael Colledge of Blake Morgan LLP (on behalf of the SRA)

..... 13 May 2026.....

Date

Anjum Shahzad

..... 13 May 2026.....

Date