

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12825-2025

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

GABRIEL AWOSIKA

Respondent

Before:

Mrs C Evans (in the chair)
Mrs M Cole
Dr S Bown

Date of Hearing: 07 September 2026

Appearances

Kathryn Hughes of QEB Hollis Whiteman, 1 – 2 Laurence Pountney Hill, London EC4R 0EU
for the Applicant.

The Respondent did not appear and was not represented.

JUDGMENT

Allegations

1. The allegations made by the SRA against the Respondent, Gabriel Awosika, were that between 3 January 2020 and 18 June 2020, whilst working as a solicitor at Astute Dynamic Ltd (the Firm), he:
 - 1.1. On or around 3 January 2020, signed and served on the Court a witness statement (the second witness statement) containing information, which he knew or ought to have known was misleading in that he stated that he had served the Defendant in Client A and B's matter on 20 June 2019, when he had not done so.

PROVED

- 1.2. On or around 3 January 2020, annexed to his second witness statement, a letter which was purportedly sent to the Defendant in Client A and B's matter on 20 June 2019 which he knew or ought to have known was misleading in that it was not sent on this date.

PROVED

- 1.3. On or around 20 January 2020, signed and served on the Court a witness statement (the third witness statement) containing information which he knew or ought to have known was misleading in that he stated that he had served the Defendant in Client A and B's matter on 20 June 2019, when he had not done so.

PROVED

- 1.4. On 18 June 2020, while giving oral evidence in relation to the strike-out application in Client A and B's matter, gave information to the Court, which he knew or ought to have known was misleading in that he relied on the letter purportedly dated 20 June 2019 annexed to his second witness statement and/or maintained that he had served the Defendant on 20 June 2019.

And in doing so, he breached any or all of:

- i. Principle 1 of the SRA Principles 2019 (the Principles)
- ii. Principle 2 of the Principles
- iii. Principle 4 of the Principles
- iv. Principle 5 of the Principles
- v. Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs (the Code).

PROVED

Executive Summary

2. The Respondent acted for two claimants, Client A and Client B, in a clinical negligence claim against South London and Maudsley NHS Foundation Trust (the Defendant NHS Trust). The allegations concerned whether the Respondent misled the court and opposing solicitors regarding service of proceedings in that matter. Specifically, the

SRA's allegations concerned misleading information in a witness statement dated 3 January 2020, a letter purportedly dated 20 June 2019, a further witness statement dated 20 January 2020, and oral evidence given by the Respondent at a court hearing on 18 June 2020. The court found against the Respondent.

3. The Respondent denied all the allegations and the matter was set down for a three-day hearing commencing on 7 September 2026. That morning, at 09.17, the Respondent sent an email to the Tribunal stating that he would not be attending, following the SRA intervention into his practice which ordered its closure on 30 July 2026. He also stated that being a solicitor was not a career he would want to continue. The hearing proceeded in his absence.
4. The Tribunal determined that all four allegations, including dishonesty, were proved on the balance of probabilities and that the Respondent was in breach of Principles 1, 2, 4 and 5 of the Principles and paragraph 1.4 of the Code.

Sanction

5. The Tribunal ordered that the Respondent be STRUCK OFF the Roll of Solicitors and it further ordered that he pay the costs of the application and enquiry fixed in the sum of £28,498.42. The Tribunal's reason on sanction can be found [\[here\]](#).

Professional Details

6. The Respondent was born in October 1976 and was admitted to the Roll in March 2012. At the time of the alleged misconduct the Respondent was employed as a director and solicitor at Astute Dynamic Ltd (the Firm).
7. On 1 May 2026, the SRA made the Respondent's practising certificate for 2025/2026 subject to the following conditions:
 - Gabriel Awosika is not a manager or owner of any authorised body.
 - Subject to condition one above, Gabriel Awosika may act as a solicitor only as an employee and only where that employment has first been approved by the SRA.
 - Gabriel Awosika may not act as a compliance officer for legal practice (COLP) or compliance officer for finance and administration (COFA) for any authorised body.
 - Conditions 1, 2 and 3 above are imposed with the exception of Astute Dynamic Ltd (SRA number 632641).
 - Gabriel Awosika may not provide reserved or unreserved legal services on his own account under regulation 10.2 of the SRA Authorisation of Individuals Regulations.
8. The SRA intervened in the Firm, and it was closed on 30 July 2026. The Respondent's practising certificate was suspended.

Factual Background

9. Clinical negligence proceedings were issued by the Respondent in February 2019. Under the Civil Procedure Rules 1998 (CPR), the claim form had to be served within four months. The deadline was 26 June 2019.
10. The Defendant NHS Trust was represented by Bevan Brittan LLP (BB). In November 2018 BB had informed the Firm that it had been instructed on behalf of the Trust. The Respondent relied on this, together with continued correspondence with BB and NHS Resolution, as his explanation for sending documents to both organisations in June 2019. Earlier, in February 2019, BB had, however, expressly informed the Respondent that it was not instructed to accept service of proceedings.
11. BB received a letter dated 20 June 2019, sent by post, and received on 24 June 2019, enclosing the particulars of claim but not the claim form. BB responded the following day querying whether this purported to be by way of service. That letter reiterated that BB were not instructed to accept service. BB tried to seek clarification of the situation from the Respondent by telephone but could not make contact.
12. An email was sent on 11 July 2019 confirming BB's position that they had not been sent the claim form, and that the Defendant had not been served with proceedings at all. The Respondent replied by email dated 12 July 2019, stating, "*We have served you and NHS Resolution with a copy of the claim form and particulars of claim*". The Respondent then sent the claim form and the particulars to BB by email on 15 July 2019.
13. It was a requirement under the CPR that the claim form must be served on a defendant directly where solicitors were not instructed. There was no certificate of service in respect of the Defendant NHS Trust. BB did not accept the Respondent's stated position that service had been effected and made an application to the court seeking an order that the proceedings had not been validly served.
14. At a court hearing on 6 January 2020, the Respondent produced a file copy of a letter he had purportedly sent directly to the Defendant on 20 June 2019, enclosing the claim form and particulars of claim. It was the SRA's case that this document was false. The Respondent denied this.
15. On 14 January 2020, the court ordered the claimants to file and serve by 20 January data relating to the making and service of the covering letter of 20 June, including the original word document, evidence of the creation of the document and evidence of its service.
16. On 18 June 2020, the application was heard by His Honour Judge Roberts. A solicitor at BB confirmed that the claim form had not been attached to the cover letter received by BB. Neither the Defendant NHS Trust nor NHS Resolution received the letter purportedly dated 20 June 2019 or its enclosures. The Respondent provided three witness statements to the court. The first was undated but sent to BB on 2 January 2020, stating that the Respondent served the claim form and particulars of claim on BB and NHS Resolution only. The second was dated 3 January 2020 and exhibited the letter dated 20 June 2019 purportedly sent to the Defendant NHS Trust. The third was dated

20 January 2020 and purported to explain the circumstances surrounding the creation of the letter. In oral evidence, the Respondent confirmed that the claim form and particulars were served on the Defendant NHS Trust on 20 June 2019.

17. HHJ Roberts found that the Respondent's evidence contained discrepancies and made unverified assertions. He determined that the proceedings had not been served within time.
18. The Respondent denied that the letter of 20 June 2019 to the Defendant NHS Trust was created retrospectively, or that his subsequent statements to the court (that the Trust had been served on that date) were false or misleading. The Respondent's case was that he prepared and posted four bundles containing the claim form and particulars of claim, which were sent to BB, the Defendant NHS Trust, NHS Resolution, and the court. He maintained that the bundle sent to the Trust included the cover letter dated 20 June 2019, which he had prepared and printed at home before attending the office and handing the bundles over for posting. He said the second witness statement was intended to correct the omission in the first statement, by making clear that the Defendant NHS Trust had also been served on 20 June 2019.

Documents

19. The Tribunal considered all of the documents in the case which included:
 - Rule 12 Statement [[here](#)].
 - Exhibit SA1 dated 27 August 2025 and amended in November 2025.
 - The Applicant's Skeleton Argument dated 1 September 2026.
 - Schedule of Costs dated 28 August 2026.
 - The Respondent's Answer dated 24 October 2025 [[here](#)].
 - Email from the Respondent to the Tribunal dated 7 September 2026.

Preliminary Applications

20. Application to Proceed in Absence of the Respondent
 - 20.1 The Respondent did not attend the hearing and was not represented. The Respondent did not apply to adjourn or vacate the hearing.
 - 20.2 Ms Hughes sought an order pursuant to Rule 36 Solicitors (Disciplinary Proceedings) Rules (SDPR) that, provided the Tribunal was satisfied that notice of the hearing had been served on the Respondent, the hearing should proceed in the Respondent's absence.
 - 20.3 Ms Hughes drew the Tribunal's attention to the email sent by the Respondent at 09.17 on the day of the hearing which expressly informed the Tribunal that he would not be attending or defending proceedings and that he had stood down his witnesses.

Ms Hughes submitted that this was clearly a voluntary decision on the Respondent's part. Whilst he had referred to personal issues, he had not sought an adjournment or provided any supplementary evidence or made any suggestion that he would wish to attend at a future date. His statement, "*This is not a career I would want to continue in*" also made it clear that his absence was intentional.

- 20.4 Ms Hughes acknowledged that the Tribunal had to make a decision that was fair to both Applicant and Respondent and in the interests of justice. She relied upon the decision in General Medical Council v Adeogba; General Medical Council v Visvardis [2016] EWCA Civ 162, which in turn approved the principles set out in R v Hayward; R v Jones, R v Purvis [2001] QB 862, namely that the Tribunal should exercise its discretion to proceed in the absence of the Respondent with utmost care and caution, bearing in mind the nature and circumstances of the Respondent's behaviour in absenting himself from the hearing and the fair and expeditious disposal of the allegations.

The Tribunal's Determination

- 20.5 The Tribunal had read the papers carefully and was satisfied that the Respondent was clearly aware of the hearing and had made a voluntary decision not to attend. He had not made any suggestion that he was seeking an adjournment. The Tribunal also considered the serious nature of the allegations made against the Respondent and that it was in the public interest that the case be concluded expeditiously. It therefore determined that it should exercise its power under Rule 36 SDPR to hear and determine the application in the Respondent's absence.

Witnesses

21. The written and oral evidence of witnesses is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read or consider that evidence. No witnesses gave oral evidence.

Findings of Fact and Law

22. 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 the Respondent'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.

Dishonesty

23. The test set out at paragraph 74 of Ivey v Genting Casinos (UK) Ltd t/a Crockfords [2017] UKSC 67

Integrity

24. The matters set at paragraphs 97 to 107 of Wingate v SRA [2018] EWCA Civ 366

Seriousness

25. The matters set out in paragraph 120 of [Dentons UK and Middle East LLP V SRA Ltd \[2026\] EWCA Civ 508](#)
26. **Allegation 1.1 On or around 3 January 2020, the Respondent signed and served on the Court a witness statement (the second witness statement) containing information, which he knew or ought to have known was misleading in that he stated that he had served the Defendant in Client A and B's matter on 20 June 2019, when he had not done so.**

The Applicant's Case

- 26.1 Ms Hughes outlined what had happened in the underlying proceedings, which had given rise to the allegations against the Respondent. The central issue was whether the Defendant NHS Trust had been properly served with proceedings in accordance with the requirements of the CPR, in circumstances where its solicitors, BB, were not instructed to accept service. The Applicant alleged that the Respondent had given misleading information to the court in the process of maintaining, untruthfully, that service had been properly effected.
- 26.2 Clinical negligence proceedings were issued by the Respondent in February 2019. The claim form had to be served within four months. The relevant deadline was 26 June 2019.
- 26.3 The Defendant NHS Trust was represented by BB but, in an email dated 22 February 2019, BB wrote to the Firm stating clearly, "*Please note that we are not instructed to accept service of proceedings*".
- 26.4 BB received a covering letter dated 20 June 2019, sent by post, and received on 24 June 2019, enclosing the particulars of claim but not the claim form. Ms Bhakri of BB confirmed this in witness statements made to the court on 30 July 2019 and on 22 April 2020.
- 26.5 BB wrote to the Respondent the following day querying whether this letter purported to be by way of service. That letter reiterated: "*For the avoidance of doubt, we are not instructed to accept service of proceedings on behalf of the Trust.*" BB then tried to seek clarification of the situation in two separate phone calls but could not make contact. On 11 July 2019 BB sent a further email seeking a response. The Respondent then sent an email to BB on 12 July 2019 stating, "*We have served you and NHS Resolution with a copy of the claim form and the particulars of claim*". He did not mention that he had served the Defendant NHS Trust.
- 26.6 Ms Hughes submitted that it appeared the Respondent had made a mistake. He had wrongly assumed that BB had been instructed to accept service.
- 26.7 The Respondent then sent the claim form and the particulars to BB by email on 15 July 2019. Again, there was no mention of service on the Defendant NHS Trust.

- 26.8 The Respondent's first witness statement in the court proceedings was undated but finalised in or around September 2019 and received by BB on 2 January 2020. It contained a statement of truth and was filed with the court and served on the parties. Paragraph 5 stated, "*As indicated in the Certificates of Service, the claim form and particulars of service were both served at Bevan Brittan and NHS Resolution irrespective as to what is claimed by those that represent the Defendants*". Ms Hughes submitted that this was supported by the certificates of service; the Respondent had not, however, produced a certificate of service to support service on the Defendant NHS Trust.
- 26.9 It was the Applicant's case that the Respondent then engaged in a cover-up and made false representations that proceedings had, in fact, been served on the Defendant NHS Trust.
- 26.10 Ms Hughes referred the Tribunal to paragraph 8 of the Respondent's second witness statement in which the Respondent made a bald statement: "*Finally, it goes without saying that the Defendant's that being South London and Maudsley NHS Trust themselves (sic) were also served on the 20th June 2019...*". This was the first time that the Respondent had stated that the Defendant NHS Trust was served on 20 June 2019, or that he believed they had been served on that date. This statement was only made after the question of direct service on the Trust had emerged as a live issue which was at the heart of the proceedings before the court.
- 26.11 Ms Hughes also submitted that the Respondent's second and third witness statements were misleading, by stating that the claim form and particulars had been served on the Defendant NHS Trust.

The Respondent's Case

Can be found [[here](#)].

27. **Allegation 1.2 On or around 3 January 2020, annexed to his second witness statement, a letter which was purportedly sent to the Defendant in Client A and B's matter on 20 June 2019 which he knew or ought to have known was misleading in that it was not sent on this date.**

The Applicant's Case

- 27.1 Ms Hughes submitted that the letter allegedly sent to the Defendant NHS Trust was false. It was created after the event to cover up a mistake. In particular:
- The letter was not received by the Trust or NHS Resolution.
 - In his first witness statement (undated) the Respondent said that he served the claim form and particulars of claim on BB and NHS Resolution only. He did not mention the Defendant NHS Trust within this statement.
 - In his second statement dated 3 January 2020, the Respondent mentioned for the first time at paragraph 8 that the claim form and particulars were also served on the Defendant NHS Trust on 20 June 2019.

- Only two certificates of service were completed, for BB and NHS resolution, despite the letter allegedly serving on the Trust being purportedly sent at the same time.
- There were significant differences between the letter purportedly sent to the Defendant NHS Trust and that sent to BB at the same time:
 - The reference, date and address were in different fonts.
 - The signature in the letter to BB was in the form of initials, whereas the letter to the Trust was signed “Astute Legal.”
 - The letter to BB stated, “*Please see the enclosed for your consideration,*” whereas the letter to the Defendant stated, “*Please see the enclosed claim form and particulars of claim.*” Criticism had been made of the failure in the letter to BB to state that it purported to serve proceedings.

The Respondent’s Case

Can be found [[here](#)].

28. **Allegation 1.3 On or around 20 January 2020, the Respondent signed and served on the Court a witness statement (the third witness statement) containing information which he knew or ought to have known was misleading in that he stated that he had served the Defendant in Client A and B’s matter on 20 June 2019, when he had not done so.**

The Applicant’s Case

- 28.1 The Respondent’s third witness statement, dated 20 January 2020, purported to explain the creation of the 20 June 2019 letter. The statement explained that he did not save it, no longer had the laptop used to create it, and was no longer able to access electronic data relating to the letter or provide a word document or any metadata. The Respondent stated that he drafted and printed the letter head at home, so that he could quickly collect the claim form, particulars, and accompanying documents from his office, so that he could get to see his father who was in hospital.
- 28.2 Ms Hughes submitted, for the reasons given pursuant to Allegation 1.2, that the Respondent’s third witness statement was misleading as it explained the creation of a letter that was, in fact, backdated. The events outlined in the statement were a fabricated attempt to explain actions, with the intention of misleading the court and BB.
29. **The Respondent’s Case in relation to Allegations 1.1, 1.2 and 1.3**
- 29.1 The Respondent made written representations to the Applicant dated 27 October 2023 in which he said:
- On the morning of the 20 June 2019, he drafted letters at home to be sent with the claim form and particulars of claim in preparation to be sent to the Defendant. He

was rushing to go and see his father in hospital.

- On the same day he found out that his father had terminal cancer. He was in shock and was suffering from anticipatory grief. This directly impacted his concentration on the day. His father died in July 2019, and the Respondent was still grieving at the time of the court hearings.
- He was also dealing with issues pertaining to his elder brother with brain damage being abused at the care home where he resided.
- Regarding discrepancies between the letters, he claimed that the laptop he had at the time had some problems and would often freeze. After the production of the first letter his laptop froze, and he needed to reset it.
- He forgot to complete all of the certificates of service and forgot to mention things in his statement because his mind was elsewhere.

- 29.2 In his Answer dated 24 October 2025 the Respondent denied all the Allegations. His case was that, on 20 June 2019, he prepared and posted four bundles containing the claim form and particulars of claim. These were sent to BB, the Defendant NHS Trust, NHS Resolution, and the court. He maintained that the bundle sent to the Trust included the cover letter dated 20 June 2019, which he had prepared and printed at home before attending the office and placing the bundles in the post. Accordingly, he denied that the letter was created retrospectively or that his subsequent statements regarding service on the Defendant NHS Trust were false or misleading.
- 29.3 The Respondent accepted that his witness statements and oral evidence were at times rushed, unclear and inconsistent, but said this arose from significant personal distractions and poor recollection rather than any intention to mislead. He said his second witness statement was intended to correct the omission in his first statement by making clear that the Trust had also been served on 20 June 2019, and he maintained that his oral evidence reflected the same genuinely held position.
- 29.4 In support of the Respondent's recollections, a statement by Maria Guinta dated 20 January 2020 was provided in the underlying proceedings. Ms Guinta was the Community Associate of the serviced offices where the Firm was based. She recalled being given four bundles by the Respondent on 20 June 2019 for posting, one of which related to a hospital. She did not see what was in the bundles. They discussed the price of recorded delivery for three of the bundles, but the Respondent ultimately used first class stamps before leaving the documents in the post bag.
- 29.5 In proceedings prior to the hearing on 18 June 2020, the Respondent made the following representations to the court, the Defendant NHS Trust, and their legal representatives:
- In his second witness statement dated 3 January 2020 at paragraph 8, the Respondent stated, "*it goes without saying that the Defendant's [sic] being South London and Maudsley NHS Trust themselves were served also on 20 June 2019...*". This statement was signed with a statement of truth.
 - The Respondent annexed to his second statement a copy of that letter which

purported to serve the Defendant NHS Trust with the claim form and particulars of claim dated 20 June 2019.

- In his third statement dated 20 January 2020 at paragraphs 4-7, the Respondent stated that he created and sent a letter serving the claim form and particulars of claim on the Defendant NHS Trust on 20 June 2019. He could not provide any electronic evidence of the document's creation because he used his home laptop, did not save the document and the laptop was no longer with him. This statement also contained a statement of truth.

30. **Allegation 1.4 On 18 June 2020, while giving oral evidence in relation to the strike-out application in Client A and B's matter, gave information to the Court, which he knew or ought to have known was misleading in that he relied on the letter purportedly dated 20 June 2019 annexed to his second witness statement and/or maintained that he had served the Defendant on 20 June 2019.**

The Applicant's Case

- 30.1 At the hearing on 18 June 2020, before HHJ Roberts, the Respondent gave evidence that the claim form and particulars of claim were served on the Defendant NHS Trust on 20 June 2019. The transcript of the hearing showed that the Respondent accepted that he had only mentioned, for the first time, that the Trust had been served in his second witness statement, and not in prior correspondence. He also confirmed in the transcript that he "*simply forgot*" to complete the Certificate of Service for the Trust.
- 30.2 The Respondent gave evidence around the creation of the letter on that date explaining that, "*I think it [sic] typed out the letter and put the cover – the letterhead in the printer and printed it off*". The Respondent told the court that there was no electronic evidence or copy of the letter because he had created it on his home laptop and had "*never saved it on said laptop*." Ms Hughes submitted that this evidence was false or misleading.
- 30.3 The Respondent's evidence was rejected by HHJ Roberts who concluded that he found the witness statements of the Respondent to be internally contradictory and inconsistent with the contemporaneous documentary evidence. HHJ Roberts commented that the Respondent had failed to explain why he had not mentioned in his first statement that he had served the claim form and particulars of claim on the Defendant NHS Trust and failed to explain either in his statements or orally why he had not completed a certificate of service for the Trust, when he had done so for the service of the claim form on BB and NHS Resolution which allegedly happened at the same time.
- 30.4 HHJ Roberts commented, "*It was conspicuous in Mr Awosika's evidence that he offered no explanation for the discrepancies but simply repeated that he served the Defendant. If, as Mr Awosika contends, the letters were written at the same time, it is highly unlikely that the font, signature, and text would be different. Further, I find that there [sic] only reason the letter to the Defendant dated 20 June 2019 refers to the Claim Form and Particulars of Claim was that Mr Awosika was aware by the time of his second witness statement that there was an issue as to whether the Defendant had been served with the Claim Form*".
- 30.5 The Judge also commented, "*I find Mr Awosika's statement that he kept no copy of the letter to the Defendant enclosing the Claim Form and Particulars of Claim wholly*

unconvincing. If this were a genuine letter, he would have kept a copy of it by emailing it to his work computer. There is no independent verification that the letter to the Defendant was created on 20 June 2019 and this chimes with Mr Awosika's letter of 12 July 2019 and his first witness statement making no reference to serving the Defendant".

- 30.6 HHJ Roberts concluded that, *"the Claimants did not serve the Defendant with the Claim Form and Particulars of Claim on 20 June 2019 or before midnight on 24 June 2019"*. He further concluded that the letter dated 20 June 2019 to the Defendant, *"was not prepared at the same time as the letter to Bevan Brittan, was not sent on 20 June 2019 or before midnight on 24 June 2019 and was prepared on a later date and backdated"*.
- 30.7 Ms Hughes submitted that the evidence the Respondent gave in court on 18 June 2020 was untrue in the face of corroborative documentary evidence to the contrary. The Respondent had not been a credible or a reliable witness, presenting a changing picture to the parties and the court. Instead of coming clean about making an error with service of proceedings, he had attempted to cover up the error with a series of misleading statements. Ms Hughes also suggested that, had the Respondent's witnesses been called to give evidence, their reliability may have been questionable for the reason that they were employees.

The Respondent's Case

- 30.8 On oath during the hearing on 18 June 2020, the Respondent gave evidence that the claim form and particulars of claim were served on the Defendant on 20 June 2019. He stated the following:
- He typed out the letter and put the letterhead in the printer and printed it off. It was never saved on said laptop.
 - It was done at the same time as the letter to BB on 20 June 2019.
 - He simply forgot to complete a certificate of service for the Defendant NHS Trust, even though certificates were completed in respect of BB and NHS Resolution.
 - He would never engage in activities of backdating a letter to make it look like it was sent at the time.
 - The electronic signature on the document was not fake and was lifted into the word document.
- 30.9 The Respondent made written representations to the Applicant dated 27 October 2023 in which he said:
- He did not explain the situation fully in court on 18 June 2020 because he did not want to go into detail about his personal circumstances.
 - He was critical of HHJ Roberts' findings and claims as they were not based on full facts. He said he did not appeal because the judge had exercised his discretion to allow the claim to be reissued.

30.10 In his Answer dated 24 October 2025 the Respondent denied Allegation 1.4. The Respondent accepted that his witness statements and oral evidence were at times rushed, unclear and inconsistent, but said this arose from significant personal distractions and poor recollection rather than any intention to mislead. He said his second witness statement was intended to correct the omission in his first statement by making clear that the Defendant NHS Trust had also been served on 20 June 2019, and he maintained that his oral evidence reflected the same genuinely held position.

Breaches of the Principles and the Code

Principle 4: Honesty

30.11 Ms Hughes submitted that the Respondent had acted dishonestly in accordance with the test set out at paragraph 74 of [Ivey v Genting Casinos \(UK\) Ltd t/a Crockfords \[2017\] UKSC 67](#), namely that, once the Respondent's actual knowledge or belief as to the facts had been determined, his conduct would be held to be dishonest by the objective standards of ordinary people.

30.12 Provided the Tribunal found that the Respondent had not sent the letter to the Defendant NHS Trust on 20 June 2019, at the time the Respondent made the following representations he either knew, or ought to have known, they were misleading:

- The statement, made for the first time in his second witness statement dated 3 January 2020, that the claim form and particulars had also been served on the Defendant on 20 June 2019.
- The annexing of the letter dated 20 June 2019 said to have served the claim form and particulars on the Defendant, which was alleged to be false.
- Statements in the third witness statement dated 20 January 2020, in which the Respondent sought to explain the creation of the 20 June letter, and said he could not access electronic data relating to it.
- Evidence given at the hearing on 18 June 2020 that the claim form and particulars had been served on the Defendant on 20 June 2019, specifically the Respondent said:
 - He had typed, printed, and posted the letter himself.
 - There was no electronic copy because he had created the letter on his home laptop and had not saved it.
 - The letter was prepared at the same time as the BB letter.
 - He had simply forgotten to complete a certificate of service for the Defendant NHS Trust.
 - The letter was not backdated and that the electronic signature was genuine.

30.13 The Respondent's state of knowledge that the letter was not sent on 20 June was based on inferences from the following facts:

- The letter was only presented after BB argued the claim was time-barred and valid service became a live issue.
- The Respondent was an experienced solicitor who would have known this issue was crucial because the acknowledgment of service contested the court's jurisdiction, as did the solicitor at BB in a witness statement dated 30 July 2019.
- The letter was not received by the Defendant NHS Trust.
- The Respondent's letter of 12 July 2019 did not mention serving proceedings on the Trust, the Respondent failed to mention it in his first witness statement and did not produce a certificate of service.
- There were significant differences between the letter purportedly sent to the Trust and that sent to BB at the same time.
- There was no electronic record of the alleged letter to the Defendant NHS Trust.

30.14 Ms Hughes concluded that ordinary decent people would consider it dishonest for a solicitor to provide a document and an explanation of that document that they knew or ought to have known was misleading to the court and their opponent on any or all of these occasions.

Principle 5: Integrity

30.15 Ms Hughes relied on the matters set at paragraphs 97 to 107 of [Wingate v SRA \[2018\] EWCA Civ 366](#). Acting with integrity would have required the Respondent to be honest that he had not sent the proceedings to the Defendant NHS Trust on 20 June 2019, and not to have given evidence to the contrary.

Principle 1: Upholding the rule of law and the administration of justice

30.16 Ms Hughes drew the Tribunal's attention to SRA Guidance on Principle 1, which makes it clear that a solicitor is likely to breach the obligation to uphold the proper administration of justice if they mislead the court knowingly or recklessly or seek to manipulate or abuse the court system.

Principle 2: Trust and responsibility

30.17 Ms Hughes submitted that by making a false claim, the Respondent had abused his position of trust and acted in a manner liable to undermine public confidence in him and in the profession.

Paragraph 1.4 of the Code

30.18 Ms Hughes reminded the Tribunal that the Respondent had a duty to ensure that he did not mislead or attempt to mislead clients, the court or others by his own acts or

omissions. It was said in Brett v SRA [2014] EWHC 2974 (Admin) that misleading the court was, “one of the most serious offences that an advocate or litigator can commit”.

The Tribunal’s Findings in respect of all the Allegations

31. In approaching the allegations, the Tribunal had regard to [Dentons UK and Middle East LLP v SRA \[2026\] EWCA Civ 508](#), in which the Court of Appeal held that there was an inherent requirement of seriousness in determining whether a solicitor's conduct amounted to breaches of the SRA Principles or the mandatory provisions of the SRA Code. The question for the Tribunal was whether the conduct would be regarded by competent and reputable solicitors as sufficiently serious to be categorised as professional misconduct.
32. The Tribunal was satisfied that the seriousness threshold was met because the allegations of misleading the court on four separate occasions were of profound importance to upholding the integrity of the profession and the honesty of those who practise within it.
33. The Tribunal had read the papers carefully, which included the Respondent’s written evidence. The Respondent denied that the letter of 20 June 2019 addressed to the Defendant NHS Trust was created retrospectively, or that his subsequent statements that the Trust had been so served were false or misleading. The Respondent accepted that his witness statements and the oral evidence he gave to the court on 18 June 2020 were at times rushed, unclear and inconsistent, but said this arose from significant personal distractions and poor recollection, rather than any intention to mislead.
34. The Tribunal found that the letter of 20 June 2019 was backdated and not served, for the following reasons:
 - It was not received by the Defendant NHS Trust or NHS Resolution
 - It was persuasive that in his email of 12th July 2019 the Respondent said, “*We have served you [BB] and NHS Resolution with a copy of the claim form and particulars of claim*”. He did not refer to the Defendant NHS Trust. In the second paragraph of that letter, he went on to complain, “*If you now claim that you [BB] are no longer instructed to accept service on behalf of the trust, what has been the point of BB requesting documents from us in the first place when we then sent to you.*”
 - In his undated first witness statement the Respondent also said that he served the claim form and particulars of claim on BB and NHS Resolution only. He did not mention the Defendant NHS Trust within this statement
 - In his second statement dated 3 January 2020, the Respondent mentioned for the first time at paragraph 8 that the claim form and particulars were also served on the Trust on 20 June 2019. He produced a copy of that letter, for the first time, at Annex 3
 - In his third witness statement dated 20 January 2020, the Respondent purported to explain the creation of the 20 June 2019 letter. He was no longer able to access electronic data relating to the letter which would prove its origins

- Only two certificates of service were completed, for BB and NHS resolution, despite the letters being sent at the same time
 - There were significant differences between the letter purportedly sent to the Defendant NHS Trust and that sent to BB at the same time:
 - The reference, date and address were in different fonts, notwithstanding that they were purportedly sent at the same time.
 - The signature in the letter to BB was in the form of initials, whereas the letter to the Defendant was signed in the full name of the Firm.
 - The letter to BB stated: *“Please see the enclosed for your consideration”* whereas the letter to the Defendant NHS Trust stated: *“Please see the enclosed claim form and particulars of claim.”* It should be noted that criticism had been made of the failure to say in the letter to BB that it purported to serve proceedings.
35. For all these reasons, the Tribunal was satisfied that the letter of 20 June 2019 was false. As a result, the Tribunal found that statements made in the Respondent’s second and third witness statements and in oral evidence given in court on 18 June 2020 were misleading. Dishonesty was established and breaches of the Principles and the Code, as alleged, followed from this. In accordance with Rule 32 (2) SDPR, the judgment of a civil court was not conclusive proof of the facts on which it was based, but it could be considered as proof, and the Tribunal found that there was no reason to depart from the conclusions of HHJ Roberts at the Central London County Court at the hearing on 18 June 2020. The learned Judge said, *“I conclude that the letter dated 20 June 2019 to the Defendant was not prepared at the same time as the letter to Bevan Brittan, was not sent on 20 June 2019 or before midnight on 24 June 2019 and was prepared on a later date and backdated”*.

Previous Disciplinary Matters

36. None

Mitigation

37. The Respondent did not accept that he deliberately misled other parties or the court, but set out the following points by way of mitigation in his Answer dated 24 October 2025:
- He was an experienced solicitor who had run a successful business for over 10 years and successfully built up a trusted reputation.
 - He had an exemplary record and there had been no adverse regulatory or disciplinary decisions against him.
 - Client A and Client B had never made a complaint against him and Client A continued to instruct him.

- During the period where the alleged misconduct occurred, the Respondent was dealing with the following matters:
 - His father had passed away.
 - He was solely responsible for arranging his father's body being repatriated.
 - He was solely responsible for arranging his father's funeral.
 - He was representing his family's interest in a lawsuit against his father's children in Nigeria.
 - His disabled brother had been robbed and taken advantage of.
 - He was solely responsible for recovering his brother's money, bringing a claim against his brother's care home, and going through the process of applying for deputyship on behalf of his brother.
38. The Respondent submitted that these personal matters heavily impacted his work, and that he was not in the right state of mind to be sufficiently clear in his statements and explanations both in litigation and in testimony.

Sanction

39. The Tribunal referred to its Guidance Note on Sanctions (11th 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.
40. The Tribunal then assessed the level of the seriousness of the misconduct by considering the Respondent's culpability for his actions and the harm caused, together with any aggravating or mitigating factors.
41. The Tribunal considered the Respondent's culpability to be high. He had full control of the situation. He was an experienced solicitor, by his own admission. He made a mistake, by failing to serve the NHS Defendant Trust directly, and then covered up his mistake by fabricating a letter, and presenting a misleading version of events repeatedly, in two sworn statements and in oral evidence before the court. His actions were planned.
42. The Tribunal considered the level of harm caused by the Respondent's actions to be extremely high. The impact of what he did was foreseeable and very significant. Missing a limitation period could cause legitimate litigation to be derailed. Lying to the court and to the other parties in a case was a serious offence that gravely undermined public trust in the profession.
43. The Tribunal then considered the aggravating factors. The Respondent had behaved dishonestly by trying to conceal his mistake and in so doing acted dishonestly. His behaviour was calculated and repeated over a sustained period. He knew or ought to

have known that the letter was misleading when he annexed it to his second witness statement.

44. The Tribunal next considered the proposed mitigating factors, but they were of a purely personal nature and did not diminish the seriousness of the misconduct. The Tribunal noted that the Respondent had no previous disciplinary findings against him.
45. The Tribunal determined the seriousness of the Respondent's misconduct as extremely high.
46. The Tribunal next considered the purpose for which sanctions are imposed, noting that an important purpose of a sanction is to maintain the reputation of the solicitors' profession (Bolton v The Law Society [1994] 1 WLR 512). The damage to the reputation of the profession by the Respondent's misconduct was significant as the public would expect a solicitor to be infallibly honest, to act with integrity and to uphold the administration of justice and public trust and confidence in the profession.
47. As the Respondent's conduct was dishonest, the Tribunal observed that a finding of dishonesty would, absent exceptional circumstances, require an order striking the solicitor from the roll. Having considered the authorities, in particular SRA v Sharma [2010] EWHC 2022 (Admin) and SRA v James [2018] EWHC 2058 (Admin), the Tribunal did not find any exceptional circumstances justifying any lesser sanction than striking off, which was an appropriate and proportionate sanction.

Costs

48. The Tribunal assessed the Applicant's statements of costs dated 27 and 28 August 2026 in detail, guided by reference to its jurisdiction pursuant to Rule 43 SDPR and had regard to the conduct of the parties, whether the amount of time spent on the matters was proportionate and reasonable and whether any or all of the allegations were pursued or defended reasonably.
49. The Applicant's case had succeeded in its entirety; the Respondent had voluntarily absented himself at the last possible moment and the Tribunal considered that the costs claimed by the Applicant were reasonable and proportionate.
50. The Respondent failed to provide any information pursuant to Rule 43(5) SDPR regarding his means.
51. The Tribunal ordered that the Respondent pay the costs of and incidental to the hearing in the sum of £28,498.42.

Statement of Full Order

52. The Tribunal ordered that the Respondent GABRIEL AWOSIKA be STRUCK OFF the Roll of Solicitors and it further ordered that he pay the costs of and incidental to this application and enquiry fixed in the sum of £28,498.42.

Dated this 28th day of September 2026
On behalf of the Tribunal

C Evans

C Evans
Chair

JUDGMENT FILED WITH THE LAW SOCIETY
28 Sept 2026