

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12831-2025

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

MOHAMED FAISAL MAMON

Respondent

Before:

Mrs L Boyce (in the chair)

Miss O Davies

Mr P Hurley

Date of Hearing: 7 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 Mamon, made by the SRA are that, while in practice as a Solicitor at Ivy Solicitors (“the Firm”):
 - 1.1 On or around 24 October 2022, he provided inaccurate and/or misleading information on an application for Professional Indemnity Insurance (PII) when he signed a proposal form to say that he was the sole signatory on the Firm's client account, when this was not true, thereby breaching any or all of Paragraph 1.4 of the Code of Conduct for Solicitors 2019 and Principles 2 and 5 of the SRA Principles (“the Principles”).
 - 1.2 Between 31 October 2022 and 29 January 2023, he failed to notify the SRA that the Firm had entered:
 - 1.2.1 the Extended Policy Period (“the EPP”); and/or
 - 1.2.2 the Cessation Period (“the CP”).

The Respondent thereby breached any or all of Rule 8.1 of the SRA Indemnity Insurance Rules 2019 (“the Indemnity Insurance Rules”) and Principles 2, 5 and 7 of the Principles.
 - 1.3 Between 1 December 2022 and 1 June 2023, he carried on practice at the Firm and/or allowed the Firm to continue to practice, when the Firm did not have a policy of qualifying PII, instead of effecting an orderly closure, thereby breaching any or all of Rules 2.1, 2.2, 2.3, 2.4, 4.1 and 4.2 of the Indemnity Insurance Rules and Principles 2, 5 and 7 of the Principles.
 - 1.4 Between 31 October 2022 and 1 June 2023, he failed to maintain or produce proper books of account, including appropriately recording dealings with client money and completing client account reconciliations, thereby breaching any or all of Rules 8.1 and 8.3 of the SRA Accounts Rules 2019 (“SRA AR”), Paragraph 4.2 of the Code for Solicitors 2019 (“the Code”) and Principle 2 of the Principles.
2. In addition, allegations 1.1, 1.3 and 1.4, were advanced on the basis that the Respondent's conduct was reckless. Recklessness was alleged as an aggravating feature of the Respondent's misconduct but was not an essential ingredient in proving the allegations.
3. Mr Mamon admitted the allegations in full, including that his conduct was reckless as alleged.

Documents

4. The Tribunal had before it the following documents: -
 - Rule 12 Statement and Exhibit JW1 dated 1 September 2025
 - Respondent's Answer dated 27 September 2025
 - Statement of Agreed Facts and Proposed Outcome dated 1 May 2026

Background

5. Mr Mamon was a solicitor having been admitted to the Roll in March 2014. He did not hold a current Practising Certificate. The conduct in this matter came to the Applicant's attention following a request by the Applicant for Mr Mamon to produce a copy of the Firm's current PII certificate.

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

6. The parties invited the Tribunal to deal with the allegations against Mr Mamon in accordance with the Statement of Agreed Facts and Proposed Outcome annexed to this Judgment. The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions.

Findings of Fact and Law

7. 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 Mamon's rights to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
8. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that Mr Mamon's admissions were properly made.
9. The Tribunal considered the Guidance Note on Sanction (11th edition – February 2025). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed. Mr Mamon had provided inaccurate and misleading information on the PII proposal form, allowed the Firm to practice without PII in place, failed to notify the Applicant of the Firm's difficulties, and had breached the Accounts Rules. Mr Mamon was an experienced solicitor who had direct control for the misconduct. The admitted conduct posed a significant risk to clients and the reputation of the profession.
10. In view of the seriousness of the misconduct, the Tribunal determined that sanctions such as a Reprimand or a Financial penalty were not appropriate, they not being commensurate with the seriousness of Mr Mamon's regulatory failings. The Tribunal determined that there was a need to protect both the public and the reputation of the profession from future harm by Mr Mamon by removing his ability to practise but did not consider that those factors justified striking Mr Mamon off the Roll. The Tribunal determined that public confidence in the profession required Mr Mamon to be suspended from practise. The parties proposed a suspension for a period of 2 years. The Tribunal considered that the proposed sanction accurately reflected the seriousness of the misconduct. Accordingly, the Tribunal approved the proposed sanction.

Costs

11. The parties agreed costs in the sum of £24,727.30. The Tribunal considered the agreed sum to be reasonable and proportionate taking into account the matters investigated. Accordingly, the Tribunal ordered Mr Mamon to pay costs in the agreed sum.

Statement of Full Order

12. The Tribunal ORDERED that the Respondent, MOHAMED FAISAL MAMON, solicitor, be SUSPENDED from practice as a solicitor for the period of 2 years, to commence on the 7th day of May 2026 and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £24,727.30.

Dated this 12th day of May 2026
On behalf of the Tribunal

L. Boyce

L Boyce
Chair

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL

Case No: 12831-2025

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

AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

MOHAMED FAISAL MAMON

Respondent

STATEMENT OF AGREED FACTS AND PROPOSED OUTCOME

By its application dated 1 September 2025 and the statement made pursuant to Rule 12(2) of the Solicitors (Disciplinary Proceedings) Rules 2019 ("the Rule 12 Statement") which accompanied that application, the Solicitors Regulation Authority Limited ("the SRA") brought proceedings before the Solicitors Disciplinary Tribunal, making four allegations of misconduct against the Respondent, Mohamed Faisal Mamon.

The allegations

1. The allegations against the Respondent, Mr Mamon, made by the SRA are that, while in practice as a Solicitor at Ivy Solicitors ("the Firm"):
 - 1.1 On or around 24 October 2022, he provided inaccurate and/or misleading information on an application for Professional Indemnity Insurance (PII) when he signed a proposal form to say that he was the sole signatory on the Firm's client account, when this was not true, thereby breaching any or all of Paragraph 1.4 of the Code of Conduct for Solicitors 2019 and Principles 2 and 5 of the SRA Principles ("the Principles").

1.2 Between 31 October 2022 and 29 January 2023, he failed to notify the SRA that the Firm had entered:

1.2.1 the Extended Policy Period ("the EPP"); and/or

1.2.2 the Cessation Period ("the CP").

The Respondent thereby breached any or all of Rule 8.1 of the SRA Indemnity Insurance Rules 2019 ("the Indemnity Insurance Rules") and Principles 2, 5 and 7 of the Principles.

1.3 Between 1 December 2022 and 1 June 2023, he carried on practice at the Firm and/or allowed the Firm to continue to practice, when the Firm did not have a policy of qualifying PII, instead of effecting an orderly closure, thereby breaching any or all of Rules 2.1, 2.2, 2.3, 2.4, 4.1 and 4.2 of the Indemnity Insurance Rules and Principles 2, 5 and 7 of the Principles.

1.4 Between 31 October 2022 and 1 June 2023, he failed to maintain or produce proper books of account, including appropriately recording dealings with client money and completing client account reconciliations, thereby breaching any or all of Rules 8.1 and 8.3 of the SRA Accounts Rules 2019 ("SRA AR"), Paragraph 4.2 of the Code for Solicitors 2019 ("the Code") and Principle 2 of the Principles.

Recklessness

In addition, allegations 1.1, 1.3 and 1.4, are advanced on the basis that the Respondent's conduct was reckless. Recklessness is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegations.

Agreed Facts

2. On 27 September 2025, the Respondent filed and served an Answer in which he admitted the Allegations in full.

Professional Details

3. The Respondent, who was born on November 1985, is a solicitor, having been admitted to the Roll on 3 March 2014. He had practised as a solicitor until 18 October 2019 and then resumed practice when he became a director of the Firm.

The Respondent remains on the Roll but does not hold a current practising certificate.

4. According to Companies House records, the Respondent became a co-director of the Firm on 1 April 2022. The other director at that point was Suna Tiskaya. Ms Tiskaya ceased to be a director as from 9 December 2022, leaving the Respondent as the sole director.
5. The Respondent became the Firm's Compliance Officer for Finance and Administration ("COFA") and Compliance Officer for Legal Practice ("COLP") on 2 November 2022. These roles had previously been held by Ms Tiskaya.
6. On 11 April 2023, a forensic investigation was commenced. It was conducted by Mr Stephen Cassini ("the FIO"). The investigation was terminated on 3 May 2023. On 30 May 2023 a decision was taken to intervene into the Firm and the practice of the Respondent. The Firm closed on 1 June 2023.

The facts and matters relied upon in support of the allegations

Background

7. The conduct in this matter came to the attention of the SRA from 17 January 2023 onwards, when the SRA wrote to the Respondent to ask him to produce a copy of the Firm's current PII certificate. This followed the receipt of information by the SRA which meant that it was unable to verify the Firm's PII details.

Summary of the Firm's PII position

8. The Firm had a policy of PII from 1 November 2021 until 31 October 2022, with Aspen Insurance UK Ltd. This policy was not renewed and no alternative policy was in place by 31 October 2022. Following the expiry of the PII policy on 31 October 2022, the Firm entered the EPP on 1 November 2022. The EPP ended on 30 November 2022. The Firm then entered the CP on 1 December 2022. The CP ended on 29 January 2023.
9. The EPP is a period of time in which a firm must obtain a qualifying policy of PII, pursuant to Rule 2.3 of the Indemnity Insurance Rules.

10. If a firm does not obtain a qualifying policy of PII within the EPP, the firm enters the CP. During the CP, a firm must not accept new instructions, save those necessary to discharge its existing obligations. By the end of the CP, a firm must cease practising.

Allegation 1.1 - [misleading information on a PII proposal form]

11. Paragraphs 3 to 6 and 8 to 10 above are repeated.
12. On 19 April 2023, the Respondent provided the FIO with a copy of a Hera Indemnity PII proposal form that had been signed and dated by the Respondent on 24 October 2022. As noted at paragraph 4 above, at the time the form was completed, the Respondent and Ms Tiskaya were both directors of the Firm.

13. At page 6 of the form was the following question:

"Who is entitled to authorise payment from the practice's client account?"

14. The answer to this question was typed into a box as follows:

"Mohamed Faisal Mamon"

15. The next question was as follows:

"At what threshold are two signatures required to authorise payment from a client account?"

16. The answer to this question was typed into a box below as follows:

"The Sole signatory is Mohamed Faisal Mamon"

17. On page 9 of the form was the following declaration:

"We declare that to the best of our knowledge or belief that the particulars and statements given in this application are true and complete and this application, declaration and information shall be the basis of the contract between ourselves and the Insurer.

We declare that we have informed the Insurer of all facts which are likely to influence the Insurer in the acceptance or assessment of the insurance. We accept that if we are in doubt whether any fact may influence the Insurer, we should disclose it.

...

We accept that any deliberate misrepresentation of facts declared on this proposal form may be referred to The Legal Complaints Service.

I consent to having Hera Indemnity Limited collect my details to send me information and/or an Insurance quotation."

18. The signature box marked "Signature of Partner" contained a signature, and in the box underneath was typed:

"Mohamed Faisal Mamon"

19. The date specified was 24 October 2022. In an email to the SRA's Investigating Officer on 20 September 2024, the Respondent confirmed he had signed this document, but said he had not reviewed it before signing and that it had been completed by Ms Tiskaya and Baykal Suruk, the practice manager.

20. As at 24 October 2022, the Respondent was not the sole signatory on the client account. At the start of the forensic investigation which, as explained at paragraph 8 above, began on 11 April 2023, the Respondent had told the FIO that he did not have access to any of the Firm's bank accounts and that sole control of the office and client accounts had been retained by Ms Tiskaya.

Breaches of Principles and the Code of Conduct

Principle 5 of the SRA Principles (integrity)

21. In *Wingate v Solicitors Regulation Authority v Malins [2018] EWCA Civ 366*, it was said that integrity (i.e. moral soundness, rectitude and steady adherence to an ethical code) connotes adherence to the ethical standards of one's own profession. One of the examples given in *Wingate* was the importance of being "*scrupulous about accuracy*".
22. The Respondent signed a PII proposal form that contained a declaration that the contents were accurate and truthful. However, the contents were not true or accurate. The result was that anybody reading the form would be misled into thinking that the Respondent had sole authority in relation to payments from the Firm's client account. In actual fact, he had no control, whereby control was held exclusively by someone not named in the form in response to the specific question asked.

23. A solicitor acting with integrity would have checked the form thoroughly to ensure that the contents were entirely accurate. A solicitor acting with integrity would satisfy themselves that the contents were accurate before signing and submitting the document to Hera Indemnity. The Respondent did not do so and therefore failed to act with integrity, in breach of Principle 5 of the Principles.

Principle 2 of the Principles (maintaining trust)

24. The conduct alleged also amounted to a breach by the Respondent of the requirement to behave in a way which maintains the trust placed by the public in them and in the provision of legal services. Members of the public would expect a solicitor to fill in important forms with accuracy. Public confidence in the Respondent, in solicitors and in the provision of legal services is also likely to be undermined in circumstances where a solicitor signs a declaration in relation to a form containing untrue and misleading information. The Respondent therefore breached Principle 2 of the SRA Principles.

Paragraph 1.4 of the Code

25. The Respondent's conduct amounted to a breach of Paragraph 1.4 of the Code in that the information contained in the form, provided by way of the Respondent's signature was misleading. Anybody reading the form would be likely to conclude that the Respondent had sole control over payments made from the Firm's client account, when this was not true, because he had no control over it.

Recklessness

26. The Applicant relies upon the test for recklessness which was set out in the case of *Brett v SRA [2014] EWHC 1974*. At paragraph 78 in that case, Wilkie J said that for the purposes of the Brett appeal, he adopted the working definition of recklessness from the case of *R v G [2004] 1 AC 1034*. He said that the word recklessly is satisfied: with respect to (i) a circumstance when {the solicitor} is aware of a risk that it exists or will exist and (ii) a result when {the solicitor} is aware that a risk will occur and it is, in circumstances known to them, unreasonable for them to take the risk.

27. The Respondent was aware of the following matters:

- 27.1 that he was signing a form relating to PII cover which he had not completed personally.

- 27.2 as an experienced solicitor, he would have understood the importance of the accuracy of documents generally and in particular in relation to matters such as PII.
- 27.3 he would have understood that signing a form that he had not completed and had not reviewed was inherently risky – the risk being that the form did not contain accurate or truthful information.
28. Despite being aware of these matters, the Respondent proceeded to sign the form. This was not a reasonable step to take in all the circumstances known to the Respondent at the time and accordingly the Respondent's actions were reckless.

Allegation 1.2 – [failure to notify the SRA]

29. Paragraphs 8 to 20 above are repeated.
30. Rule 8 of the Indemnity Insurance Rules require a firm to notify the SRA in writing, as soon as reasonably practicable and in any event no less than five business days after entering an EPP and a CP. The date for notifying the SRA that the Firm had entered the EPP would therefore have been, at the latest, 8 November 2022. The date for notifying the SRA that the Firm had entered the CP would have been, at the latest, 9 December 2022.
31. The Respondent made no notification to the SRA of the Firm entering the EP or the CP. The Respondent therefore failed to meet the requirements of Rule 8.1 of the Indemnity Insurance Rules.
32. As noted at paragraph 7 above, on 17 January 2023 (before the end of the CP), the SRA wrote to the Respondent as follows:
- “As the COLP, we are writing to you about IVY SOLICITORS LIMITED's (SRA ID 632638) Professional Indemnity Insurance (PII).
Every three months, each participating insurer sends a report to us, informing us which firms have renewed their PII policy. This information is compared against details provided during the PCRE process. This is to ensure that all firms regulated by us comply with our rules to have and maintain PII. Based on the information received, we have been unable to verify the insurance details for your firm”.*
33. The email asked the Respondent to provide the Firm's current PII certificate, or to explain the current position if there was no current PII policy, by 23 January 2023.

34. The SRA did not receive a response and so, on 1 February 2023, sent a further email requiring a response by 3 February 2023.
35. On 2 February 2023 the Respondent replied as follows:
- "Please note that we are currently waiting for the certificate. We have received the quotation but currently waiting for the documentation. Perhaps the finance option delayed the matter. Please allow further time for is [sic] to send you the requested documents".*
36. The Respondent attached invoices from Hera Indemnity and Thomas Carroll brokers dated 14 December 2022 and 4 January 2023 respectively.
37. Further correspondence was sent to the Respondent by the SRA on 24 February 2023 and 10 March 2023, which is dealt with in more detail in relation to Allegation 1.3 below.
38. The Respondent told the FIO on 3 May 2023 that he had previously thought he had insurance in place. In his interview with the FIO he accepted that he did not have PII in place and was awaiting a revised quote.

Breaches of Principles and Code

Principle 5 of the SRA Principles (integrity)

39. The SRA relies on the test for integrity in *Wingate*, set out at paragraph 21 above.
40. The Respondent was aware that the Firm's PII policy was due to expire as he had signed a proposal form (as described in Allegation 1.1). The Respondent was aware that the SRA had concerns about the PII position from 17 January 2023, as evidenced by the email to him of that date. When the Respondent replied on 2 February 2023, he acknowledged that there may have been a delay in the matter, possibly due to the "finance option".
41. The loss, or potential loss, of PII is an extremely serious situation for a Firm. A solicitor acting with integrity would have been diligent about dealing with that situation in a way that reflected the gravity of the position the Firm was in and would have notified the SRA of the situation in a timely manner.
42. A solicitor acting with integrity would ensure that they had seen evidence of PII cover being in place and, absent such evidence, would have immediately investigated the matter further. Had the Respondent done so, he would have

Sensitivity: General

discovered that the Firm had entered the EPP (and subsequently the CP) and would have realised that he ought to notify the SRA accordingly.

43. His failure to take any of those steps amounted to a lack of integrity and a breach of Principle 5.

Principle 7 of the SRA Principles (acting in clients' best interests)

44. There was an inherent risk arising from the expiry of the Firm's PII policy to all of the Firm's clients, whereby claims that arose and/or crystallised during the period when the Firm was not covered by a qualifying policy of PII would not be indemnified.

45. There is no evidence that this position was notified to or otherwise known by clients.

46. It is plainly not in the best interests of clients for their solicitor and their firm not to have a qualifying policy of PII or for the Respondent to have failed to notify his regulator of the situation, as he was required to do. The Respondent was therefore in breach of Principle 7.

Principle 2 of the SRA Principles (maintaining trust)

47. The conduct alleged also amounted to a breach by the Respondent of the requirement to behave in a way which maintains the trust placed by the public in them and in the provision of legal services. Public confidence in the Respondent, in solicitors and in the provision of legal services is likely to be undermined in circumstances where a solicitor fails to discharge their obligations to their regulator, particularly given the importance of holding a qualifying policy of PII. The Respondent therefore breached Principle 2 of the SRA Principles.

Allegation 1.3 [carrying on practice without PII]

48. Paragraphs 8 to 20 and 29 to 38 are repeated.

49. The EPP ended on 30 November 2022. The CP ended on 29 January 2023, by which time the Firm should have closed, as it did not have a qualifying policy of PII. The Firm did not close, as evidenced by the fact that a Forensic Investigation began into the Firm in April 2023. As noted above, the Respondent told the FIO on 3 May 2023 that he had previously thought he had insurance in place.

50. Relevant sections of the Indemnity Insurance Rules include:

Sensitivity: General

- 52.1 Rules 2.1 and 2.2 of the Indemnity Insurance Rules require firms carrying on practice to hold a policy of qualifying PII.
- 52.2 Rule 2.3 requires firms that have not managed to obtain a qualifying policy of PII before the expiry of the previous policy, to do so during the EPP. The Firm did not obtain a qualifying policy of PII before the expiry of the previous policy or during the EPP.
- 52.3 Rule 2.4 requires firms that have not been able to comply with Rules 2.2 or 2.3 to cease practice “promptly, and by no later than the expiry of the cessation period”, unless it obtains a qualifying policy of PII during the CP. The Firm did not obtain a qualifying policy of PII during the CP.
- 52.4 Rule 4.2 requires that a firm that has been unable to obtain a qualifying policy of PII during the EPP “*must ensure that the authorised body, and each principal or employee of the body, undertakes no activities in connection with private legal practice and accepts no instructions in respect of any such activities during the cessation period save to the extent that the activity is necessary in connection with the discharge of its obligations within the scope of the authorised body’s existing instructions*”.
- 52.5 Rule 4.1 requires that any principal of an authorised body is responsible for ensuring compliance with the Indemnity Rules. The Respondent was a director and was therefore a ‘principal’ of the Firm.
51. The FIO noted numerous transactions into and out of the Firm’s client account between 31 January 2023 and 31 March 2023. The total payments into the client account amounted to £1,739,682.68. The payments out of the client account amounted to £1,743,619.95.
52. The SRA wrote to the Respondent about the Firm’s PII on 17 January 2023 and 1 February 2023 and he had replied on 2 February 2023 as detailed at paragraph 35 above in relation to Allegation 1.2.
53. On 24 February 2023 the SRA wrote to the Respondent and stated “*I am still outstanding evidence from your insurer/broker that a policy is in place and backdated to 1 November 2022...*”. The email explained that this “*information is now urgent*” and the Respondent was required to produce it by 28 February 2023.

54. On 10 March 2023, the SRA wrote to the Respondent to inform him that the matter was being investigated and to ask him to produce his certificate of PII by 13 March 2023. On 13 March 2023, the Respondent replied to the SRA as follows:

"I have emailed before and explained that we were waiting for finance to approve the instalment payments via finance payment. There seems to be a misunderstanding between us and the broker. We have assured the broker that once finance approved, we are in a position to make the payments, During this period we have not opened any cases".

Breaches of Principles and Code

Principle 5 of the SRA Principles (integrity)

55. The SRA relies on the test for integrity in *Wingate*, set out at paragraph 21 above.
56. The Respondent was aware in October 2022 that the Firm's PII policy was due to expire as he had signed a proposal form (as described in Allegation 1.1). The Respondent was further aware that the SRA had concerns about the PII position from 17 January 2023, as evidenced by the email to him of that date and in subsequent correspondence. When the Respondent replied on 2 February 2023, he acknowledged that there may have been a delay in the matter, possibly due to the "*finance option*". This was consistent with his email of 13 March 2023.
57. The Respondent was aware of the potential seriousness of the position as, in his email of 13 March 2023, he referred to the Firm not taking on any new matters. Despite this, the Firm continued to practice and to handle large sums of client money.
58. The loss of PII is an extremely serious situation for a firm. A solicitor acting with integrity would have been diligent about ensuring that the Firm did not continue to practice without PII in place. The risk to clients was acute, given that any claim they may have brought against the Firm would not have been covered by a policy of PII.
59. Whether or not the Respondent was actually aware of the fact that the Firm did not have PII cover, it was incumbent on him to check the position and to be certain that it did, particularly in circumstances where he had received repeated reminders from the SRA. A solicitor acting with integrity would ensure that they had seen evidence of PII cover being in place and, absent such evidence, by the end of the CP, would have ensured an orderly closure.

Sensitivity: General

60. His failure to take any of those steps amounted to a lack of integrity and a breach of Principle 5.

Principle 7 of the SRA Principles (acting in clients' best interests)

61. The most obvious risk arising from the expiry of the Firm's PII policy was to clients, who would be unlikely to recover from the Firm in the event of a claim that would otherwise have been covered by a qualifying policy of PII. As noted above, the FIO noted numerous transactions into and out of the Firm's client account between 31 January 2023 and 31 March 2023 of in excess of £1.7m.

62. It is plainly not in the best interests of clients for their solicitor and their Firm not to have a qualifying policy of PII. The Respondent was therefore in breach of Principle 7.

Principle 2 of the SRA Principles (maintaining trust)

63. The conduct alleged also amounted to a breach by the Respondent of the requirement to behave in a way which maintains the trust placed by the public in them and in the provision of legal services. Public confidence in the Respondent, in solicitors and in the provision of legal services is likely to be undermined in circumstances where a solicitor fails to discharge their obligations, given the importance of not practising without holding a qualifying policy of PII. The Respondent therefore breached Principle 2 of the SRA Principles.

Recklessness

64. The Applicant relies upon the test for recklessness set out at paragraph 26 above.

65. The Respondent was aware of the following matters:

65.1 in October 2022 that the Firm's PII policy was due to expire as he had signed a proposal form (as described in Allegation 1.1).

65.2 that he had not seen any evidence to indicate that a new qualifying policy of PII had been secured.

65.3 that the SRA had received information that caused it concern about the PII position, because it wrote to him on 17 January 2023, before the expiry of the CP. The Respondent did not respond to this email until after the expiry of the CP.

- 65.4 that there may have been a delay, as evidenced by his reply to the SRA on 2 February 2023.
- 65.5 the seriousness of having an outstanding issue with regards to his PII as he told the SRA on 13 March 2023 that the Firm was not taking on new instructions. Despite this, the Respondent knew that the Firm was continuing to practice and to handle client monies.
- 65.6 as an experienced solicitor and a director of the Firm, he would have understood the importance of a firm holding a qualifying policy of PII at all times, and the risks to clients and the business, of not holding such a policy.
- 65.7 the difficulties were such that the Firm should have been closed by the end of January 2023.
66. The Respondent's failure to close the Firm and to continue practising was not reasonable in the circumstances and accordingly the Respondent acted recklessly.

Allegation 1.4 [failed to maintain or produce proper books of account]

67. Rule 8.1 of the SRA AR requires solicitors to keep and maintain accurate, contemporaneous and chronological records as set out in Appendix 1 to this statement. Rule 8.3 requires reconciliations to be carried out at least every five weeks.
68. The FIO obtained access to the Firm's banking records from Ms Tiskaya as the Respondent did not have access. The Respondent did not provide any information or documentation relating to the books of account. As a result, the FIO was unable to calculate whether the Firm held sufficient funds in the client account to meet its liabilities or to assess whether the books of account were compliant with the SRA AR.
69. The Respondent told the FIO on 19 April 2023 that no books of account, no reconciliations and no evidence that the Firm's books were up to date were available.

Breaches of Principles and Code

Principle 2 (maintaining trust)

70. The conduct alleged amounted to a breach by the Respondent of the requirement to behave in a way which maintains the trust placed by the public in them and in the provision of legal services. Public confidence in the Respondent, in solicitors and in the provision of legal services is likely to be undermined in circumstances where a solicitor fails to discharge his obligations in relation to client monies, which are sacrosanct. The Respondent was the COFA of the Firm and had an additional responsibility to ensure compliance with the SRA AR 2019. The Respondent therefore breached Principle 2.

Paragraph 4.2 of the Code

71. The Respondent could not safeguard client money and assets if he did not carry out required reconciliations and was unable to produce records establishing whether or not the Firm could meet its liabilities to clients. The fact that he was the COFA imposed an even greater responsibility towards clients, their money and assets. The Respondent failed to discharge those responsibilities and therefore breached Paragraph 4.2 of the Code.

Recklessness

72. The Applicant relies upon the test for recklessness set out at paragraph 26 above.

73. The Respondent was aware of the following matters:

73.1 that he was unable to produce books of account. He was aware that he was the COFA and that he could not perform that role without being able to produce those documents on request.

73.2 he had not conducted reconciliations.

73.3 as an experienced solicitor and a COFA, would have, or ought to have, appreciated that his ignorance of his responsibilities posed a serious risk to the safety of client monies. The Respondent was also aware that he had difficulties with his PII at the same time and so clients were exposed to risk on two fronts.

74. Despite this, the Respondent did not remedy the situation. He did not get himself to a position where he could comply with the SRA AR, ultimately resulting in the Firm being intervened into in May 2023. He continued to practice up until that stage despite knowing that he was not dealing with the accounts in a proper manner.

75. The Respondent's conduct was therefore reckless.

Non-Agreed Mitigation

76. The following mitigation, which is not agreed by the SRA, is put forward by the Respondent, but their inclusion in this document does not amount to adoption or endorsement of such points by the SRA.

76.1 The Respondent has admitted the Allegations in full at an early stage and accepts responsibility for his failings. He recognises that the matters admitted relate to fundamental regulatory protections, including qualifying professional indemnity insurance, prompt regulatory notification requirements, and proper client account controls.

76.2 The Respondent wishes to make clear that he is not seeking to minimise the seriousness of the admitted misconduct. The Respondent accepts that, regardless of reliance on others within the firm for administrative and operational tasks, it remained his responsibility as a director and (from 2 November 2022) COLP/COFA to ensure regulatory compliance and to take decisive action where compliance could not be demonstrated.

76.3 In that context, the Respondent acknowledges that he placed undue reliance on assurances given by certain individuals in relation to the management and oversight of key regulatory and operational matters. He accepts that he should not have proceeded on the basis of those assurances without independent verification, and that this reliance did not discharge his personal duties or diminish his responsibility for what occurred. The Respondent is not blaming anyone else for his failings.

76.4 The Respondent's failure to verify key regulatory and accounting matters, and to ensure an orderly closure by the end of the cessation period, represented a serious error of professional judgment. The Respondent accepts the risk this created for clients and for public confidence in the profession.

76.5 The Respondent expresses genuine remorse for the position that arose and for the impact on clients, the public, and the reputation of the profession. He has reflected extensively on the importance of accuracy in regulatory documentation, and on the necessity of maintaining effective oversight and audit trails in regulated practice.

Sensitivity: General

- 76.6 The Respondent has cooperated with the SRA's investigation and with these proceedings, including making full admissions and engaging constructively to bring the matter to a concluded outcome.
- 76.7 The Respondent does not currently hold a practising certificate and has not practised as a solicitor during the period of these proceedings.
- 76.8 Following this experience and a sustained period of reflection, it is unlikely that the Respondent will return to legal practice or be involved in legal practice in any capacity in the future. The Respondent mentions this not to minimise the seriousness of the misconduct, but to confirm future risk reduction and to support finality in these proceedings.
- 76.9 The Respondent's current professional focus is outside legal practice. He has sought to strengthen his approach to governance, accountability, escalation, and record-keeping within his other regulated and business activities, informed by the lessons learned from these events.

Proposed Sanction

77. The proposed sanction is that the Respondent is suspended for a fixed period of two years from the date of the Tribunal's Order. It is agreed that the Respondent will pay £24,727.30 in costs. This figure takes into account the Respondent's financial circumstances.

Explanation why such an order would be in accordance with the Tribunal's Guidance Note on Sanction (11th edition)

78. The Respondent's conduct was serious and involved multiple instances of recklessness and lack of integrity. The Respondent provided inaccurate and/or misleading information to his PII proposal form, failed to notify the SRA that the Firm was in difficulties with its PII, continued to practise/allowed the Firm to practice without PII and was responsible for multiple breaches of the SRA ARs.
79. In assessing culpability, the Respondent had direct control and responsibility for the circumstances giving rise to the misconduct as he was a co-director and, latterly, a sole director of the Firm. The Respondent was experienced, having qualified in 2014.
80. The potential for harm was significant. The lack of PII put all clients at risk and the misleading information on the PII form could have resulted in the insurer offering

insurance cover on the basis of inaccurate and misleading information. The ongoing breaches of the SRA AR represented a further risk of harm to clients.

81. The misconduct was aggravated by the fact that it took place over a significant period of time. The continuing breaches of the SRA AR and continuing to practice without PII in place was akin to repeated breaches. The Respondent knew there was a risk that the PII proposal forms would be inaccurate but chose not to read them before signing. He knew that there were problems with the Firm's PII but did not cease practising for several months or notify the SRA of the entry into the EP or CP. He also knew or ought to have known that his lack of awareness of his responsibilities in relation to the SRA AR posed a serious risk to the safety of client monies, but did not remedy the situation.
82. The misconduct was mitigated by the Respondent's remorse and his co-operation with the SRA once the investigation and intervention took place and his admissions during that investigation.
83. The Respondent's misconduct was serious and the protection of the public and the reputation of the profession requires that the Respondent be suspended from practice for a period of two years. This reflects the risk to clients that was created by the Respondent's conduct.

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Jonathan White, Legal Director, Blake Morgan LLP on behalf of the Solicitors Regulation Authority Limited (Applicant in the proceedings).

Dated: 1 May 2026

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Respondent in the proceedings.

Dated: 01/05/2026