

IN THE MATTER OF RIDWAAN YOUSUF BARTLETT , solicitor

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

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Mr J R C Clitheroe (in the chair)  
Mr D Green  
Mrs C Pickering

Date of Hearing: 5th June 2007

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## **FINDINGS**

of the Solicitors Disciplinary Tribunal  
Constituted under the Solicitors Act 1974

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An application was duly made on behalf of the Law Society by Peter Harland Cadman, solicitor and partner in the firm of Russell-Cooke Solicitors, 8 Bedford Row, London, WC1R 4BX on 27th January 2006 that Ridwaan Yousuf Bartlett, solicitor of 17 Buxton Gardens, London, W3 9LF might be required to answer the allegations contained in the statement which accompanied the application and that such order might be made as the Tribunal should think fit.

The allegations against the Respondent were that he had been guilty of conduct unbefitting a solicitor in each of the following particulars, namely:-

- (a) [upon application by the Applicant with the agreement of the Respondent and the consent of the Tribunal this allegation was to lie on the file];

(This allegation was amended upon the application of the Applicant, with the agreement of the Respondent and with the consent of the Tribunal.)

- (b) That the Respondent permitted a solicitor whose Practising Certificate was suspended and/or subject to conditions to have undue and/or improper influence over a solicitor's practice.

The application was heard at the Court Room, 3rd Floor, Gate House, 1 Farringdon Street, London, EC4M 7NS on 5th June 2007 when Peter Harland Cadman appeared as the Applicant and the Respondent was represented by George Marriott, solicitor of Gorvins, 4 Davy Avenue, Knowlhill, Milton Keynes, MK5 8NL.

The evidence before the Tribunal included the admission of the Respondent.

At the conclusion of the hearing the Tribunal made the following Order:-

The Tribunal Orders that the Respondent Ridwaan Yousuf Bartlett of 17 Buxton Gardens, London, W3 9LF, solicitor, be reprimanded and they further Order that he do pay the costs of the Investigation Accountant of the Law Society fixed in the sum of £1,878.20.

**The facts are set out in paragraphs 1 to 28 hereunder:-**

1. The Respondent, born in 1971, was admitted as a solicitor in 1997. At the material times the Respondent carried on practice under the style of Citilegal at 36 Whitefriars Street, London EC4Y 8BH. The Law Society resolved to intervene into the practice on 17th September 2003.
2. The Respondent was granted authorisation by the Law Society to set up the firm of solicitors, Citilegal Solicitors, on 2nd June 2003.
3. Prior to that the Respondent had been litigation partner in a small niche city practice.
4. The Respondent had sought to practise in small-to-medium sized city practices specialising in litigation and arbitration. He had approached a legal recruitment consultancy firm which sent the Respondent's CV to a number of firms but did not manage to place him.
5. Shortly after that the Respondent found alternative employment with a West End firm where the Respondent was not happy and the legal recruitment consultancy was asked to find him another position in 2003.
6. In April 2003 the legal recruitment consultancy had been approached by Mr Paul Simms of Citilegal Consultants Limited. Mr Simms led the consultancy to believe that he had recently established a legal consultancy practice and had many clients who needed the services of a lawyer. It was understood that Mr Simms would be prepared to assist someone financially on a non-recourse loan basis to set up his own practice where he could and would refer his clients as and when they required legal assistance in the shape of a solicitor. The consultant notified the Respondent of this possibility, believing it to be an exciting and good opportunity.
7. The Respondent had been a young lawyer at an important stage of his career. He had at the material time excellent experience and skills and stood to do very well as a lawyer with a great earning potential. He decided to set up Citilegal Solicitors.
8. Upon due notice to the Respondent the Law Society carried out an inspection of his books of account commencing on 7th July 2003. The Law Society's Investigation Officer (the IO) produced a report dated 17th July 2003 which was before the

Tribunal. The IO's report recorded that the Respondent practised alone, conducting a litigation practice assisted by Ms VN, an unadmitted assistant. The inspection did not reveal any material breaches of the Solicitors Accounts Rules. The IO did report concerns that he had about the independence and integrity of the Respondent and the firm of Citilegal Solicitors.

9. Prior to 18th February 2002, Paul Francis Simms was a partner in the firm of Bower Cotton. On 18th February 2002 the Law Society through its agents intervened into Mr Simms's part of the practice.
10. Mr Simms was currently the managing director of a company called Citilegal Consultants Limited (CCL). That company was based on the third floor of the building occupied by Bower Cotton. CCL described itself as carrying on the business of "international legal and business consultants".
11. Ms VN was an unqualified legal assistant. She had recently been employed by Bower Cotton, but was on secondment to CCL. While Ms VN was on secondment to Bower Cotton she was working on litigation files that had been transferred to Citilegal Solicitors. She had been employed by Citilegal Solicitors from 2nd June 2003. The Respondent had not interviewed her for her current position with the firm. The decision of how much to pay her was made by CCL. The Respondent did not know when, or why Ms VN left Bower Cotton.
12. Following introduction by the legal recruitment consultancy the Respondent attended at CCL and was interviewed by Mr Simms. He said that it was suggested by Mr Simms that he, the Respondent, set up his own firm. The firm was to be based within the same office building at CCL.
13. On 6th May 2003 Mr Simms by letter formally invited the Respondent to establish a new firm, suggesting that the Respondent establish a new firm and employ Ms VN as an assistant. Work would be passed to the new firm by CCL. The firm would be established with the help of a non-recourse loan from CCL. The cost of accommodation and services would form part of the loan.
14. The Respondent accepted the offer and the firm of Citilegal Solicitors was established on 2nd June 2003.
15. There appeared to be no formal written agreement executed by CCL and the Respondent. A draft had been prepared. Towards the end of negotiations the Respondent had anticipated signing it.
16. The agreement set out the terms upon which the Respondent would run Citilegal Solicitors. It stated the minimum amount of time that the Respondent was required to spend in the office. It also recorded his drawings were to be £30,000 per year.
17. The agreement fee also confirmed that CCL will advance to the Respondent sufficient funds each month to enable him to meet the outgoings of the firm, including the cost of insurance, the renewal of the Practising Certificate, a fax machine, photocopier, computer system and other "start up" equipment. While the loan was outstanding the Respondent had to supply to CCL monthly management accounts and the gross revenue billed and received by Citilegal Solicitors.

18. The agreement prevented the Respondent from incurring any capital or revenue expenditure beyond that agreed with CCL. It also stated that the firm's budgets had to be agreed by CCL.
19. The agreement further stated that the goodwill in the name "Citilegal" belonged to CCL and was licensed to the Respondent for a fee of £1.00 per annum.
20. The Respondent had suggested a new clause for the agreement which dealt with an indemnity from CCL for disbursements incurred by the firm on behalf of CCL clients.
21. A Miss E was working in the same room as the Respondent and Ms VN. The IO saw a memorandum addressed to the Respondent from Miss E dated 2nd July 2003 informing him that £3,956.40 had been paid into the firm's office bank account for the salaries of the Respondent and Ms VN. This money had come from CCL and formed part of the loan referred to above. The memorandum instructed the Respondent to pay Ms VN £2,134.74 and to pay himself £1,821.66. The Respondent did so. The Respondent believed that Miss E had not been an employee of Citilegal Solicitors. The IO established by examining the client care letters sent to all new clients that under the heading 'Responsibility for Work' she was described as "the secretary able to deal with certain queries".
22. The Respondent had contributed some of his own money towards the establishment of Citilegal Solicitors.
23. Of only two credits on the firm's office bank account, the first was £3,956.40 received on 3rd July 2003 to pay the drawings of the Respondent and Ms VN's salary. The second credit of £117.50 received on 7th July 2003 was to pay the firm's Solicitors Indemnity Fund contribution. Both sums were received from CCL.
24. The client register recorded that the firm had nine clients. Four of them had transferred their instructions from Bower Cotton, one client had been introduced from CCL and the Respondent had introduced four clients.
25. The Respondent told the IO that he was responsible for the supervision of the firm and he believed he was in complete control of the firm.
26. The Law Society had intervened into the practice of Bower Cotton on 14th February 2002. Mr Simms was a partner in that firm. As a result of the intervention, his Practising Certificate was immediately suspended.
27. The conduct of Mr Simms had been referred to the Tribunal and on 2nd February 2004 it ordered that Mr Simms be struck off the Roll of Solicitors. Mr Simms appealed against that decision. His appeal was dismissed on 17th March 2005.
28. Mr Simms became the managing director of CCL. That company was based on the third floor of the building previously occupied by Bower Cotton.

### **The Submissions of the Applicant**

29. Mr Simms had been instrumental in setting up the practice of Citilegal Solicitors and he sought to maintain a considerable element of control. The structure of the firm was one in which a solicitor should not have permitted himself to be involved. The Respondent was on notice of conditions on Mr Simms's Practising Certificate and the fact that he had been suspended from practice. He had also been aware of concerns following a letter received from the Serious Fraud Office. Because of the nature of the practice the danger was that Mr Simms might have had nefarious motives for arranging for the practice to be set up.
30. It was accepted that there was no suggestion of any professional misconduct on the part of the Respondent carried out through the firm of Citilegal Solicitors.
31. The Applicant sought the costs of and incidental to the application and enquiry. He recognised, however, that the Respondent had made an application (heard on 4th January 2007) relating to his claim that delays on the part of the Law Society meant the prosecution of the disciplinary proceedings against him amounted to an abuse of process. The Tribunal had not found in favour of the Respondent but had noted serious delay on the part of the Law Society for which the explanation had been that the disciplinary proceedings against the Respondent had been put on hold pending the outcome of the disciplinary proceedings brought against Mr Simms. It had since been recognised that the decision to delay in such manner was ill-conceived.
32. The Tribunal dealing with the abuse of process application had reserved the question of costs to the Tribunal hearing the substantive matter.
33. The Applicant accepted that the Tribunal's concerns about delay might well be reflected in any order it might make either as to sanction or in an award of costs.

#### **The Submissions of the Respondent**

34. Prior to setting up Citilegal Solicitors, the Respondent had been a litigation partner in a small city practice which he had joined as an articled clerk. He remained with that firm until he joined a West End practice.
35. The Respondent had gained excellent exposure to a variety of cases, mainly commercial litigation, and he had acted for a foreign government in claims worth millions of dollars. It would be fair to say that the Respondent had great prospects for a successful career in law.
36. The Respondent had his career ahead of him and would not have deliberately placed himself in a position to compromise that career nor did he ever knowingly or willingly intend to do so.
37. The Respondent had only just turned 32 when he was presented with an opportunity to set up Citilegal Solicitors in May 2003. The Respondent accepted that he might well have been too young and naïve at that time and he was excited by the prospect of setting up his own practice. However, there was no intention to set up his own practice "to circumvent the fact that the Practising Certificate of Mr Simms had been suspended".

38. The Respondent had parted on excellent terms with his former senior partner at the small city firm who did not have any objection to the Respondent approaching clients of the firm as the firm was taking a different direction. A number of clients had been happy to follow the Respondent to his new practice.
39. However, having left the small city firm the Respondent spent some three months on a sabbatical and on his return to the UK he joined the West End firm, but left fairly shortly after joining for personal reasons. It was about then when he was contacted by the legal recruitment agency with a view to introducing the Respondent to Mr Simms.
40. The Respondent had not met with Mr Simms prior to this, nor had he met Ms VN. he was unaware at the time that Bower Cotton was under investigation. The Respondent had no idea of the serious allegations that had been brought against Mr Simms. The Law Society had not at the relevant time brought such matters to the Respondent's attention. The Respondent had been informed that Mr Simms had conditions on his Practising Certificate as a result of a dispute with a Mr Carr. The Respondent was handed the judgement in both the High Court and Court of Appeal actions which exonerated Mr Simms.
41. The Respondent at the time believed what a fellow professional had told him to be truthful and accurate, i.e. that the judgement would be the end to the matter and that Mr Simms's Practising Certificate conditions would be removed. He accepted that Mr Simms no longer wished to practise litigation law but wanted to do business and that Mr Simms had many law clients with whom he wished to maintain cordial relations and he would refer clients to the Respondent. The Respondent was not told of any disciplinary proceedings nor the extent of the investigation levelled against Mr Simms.
42. It had been the Respondent's intention to develop his practice by the contacts he had and the promise of introductions from CCL. The Respondent at the time believed that he was being financially assisted to set up a legal firm and that he would have clients referred to him initially but that it was up to the Respondent to develop his own practice how he wished. The Respondent viewed this financial arrangement as akin to having taken a loan from a bank or family member.
43. The Respondent had come to accept that the terms of his agreement with Mr Simms might be viewed as somewhat odd but there never was any intention to set up the practice in order to allow Mr Simms to practise law. The Respondent had understood and believed that Mr Simms did not want to practise law. The Respondent believed that the financial assistance was by way of a non-recourse loan and that the loan would be repaid over a short period of time when he built up his practice.
44. The Respondent gave that explanation to the Law Society in his letter of 1st August 2003:-

“[CCL] stands to gain nothing from its involvement in Citilegal Solicitors other than the provision of a service to clients who are recommended to Citilegal Solicitors. CCL has taken the risk of advancing funds to Citilegal Solicitors on a non-recourse loan. Once that loan has been repaid, the profits of Citilegal Solicitors are entirely mine, subject to the payment of normal outgoings.”

45. There was no evidence to suggest that the Respondent knowingly or willingly set up the practice with a view to allowing a solicitor whose Practising Certificate was suspended and/or was subject to conditions to practise as a solicitor.
46. The Solicitors Regulation Authority now accepted that Mr Simms's Practising Certificate at the relevant time was subject to conditions but it was not suspended.
47. The Respondent did not allow Mr Simms or CCL to influence matters relating to the firm's clients.
48. The main thrust of the Applicant's case was that the appearance of Citilegal Solicitors was that it was an independent practice of the Respondent but in reality it had been created at the instigation of and funded by Mr Simms and CCL. Further, it was the Applicant's case that Ms VN had been employed by the practice at the suggestion of Mr Simms in circumstances where the Respondent did not interview her to establish her suitability for employment. The decision as to the amount of her salary was not made by the Respondent but was made by CCL. However the Respondent had made it clear that Ms VN had worked on the matters referred to Citilegal Solicitors during her time at Bower Cotton. As there were no litigators at that firm after the departure of Mr Simms, the client wanted to move to another firm of solicitors and it was not uncommon in such a situation for clients to follow the case handler. A recommendation of the Respondent to a client did not evidence a lack of independence on his part. The matters that were referred to were all litigious matters which the Respondent was more than capable of handling. The clients were free not to instruct the Respondent.
49. The Law Society had been concerned that the Respondent's practice was based within the same offices as CCL. The Respondent had made it clear to the IO that arrangements for new offices had been made. As it was the offices in Whitefriars Street were self-contained and facilities were not shared.
50. The Respondent did not deny that the outgoings of his firm were provided by way of a non-recourse loan. That was not unusual.
51. The Respondent accepted that certain aspects of the practice were documented in the agreement but he at no time allowed his independence over client matters to be impaired or compromised in any way.
52. The Respondent accepted that when the IO carried out his inspection, the financial director of CCL worked in the same room as Ms VN and the Respondent. This was a short-term arrangement until the new offices were secured. The financial director had no access to any client files, documents or computer records. There had been no breach of client confidentiality. The Respondent's firm moved to the new offices in September 2003.
53. The investigation into Citilegal Solicitors took place on 7th July 2003. This was barely one month after the firm had been set up on 2nd June 2003. The IO's report was prepared on 17th July 2003 and the Law Society intervened into the practice on 17th September 2003, some three months after the firm had been set up.

54. The Tribunal was invited to note that the Respondent's practice was barely in existence at the time that the investigation and subsequent intervention took place. However it had taken years to bring this matter to a substantive hearing. The Respondent had not taken the allegations lightly: he acknowledged the seriousness of the allegations made against him. The Respondent had continually requested that this matter be dealt with quickly, but to little avail.
55. The Respondent had at all times been fully cooperative with the Law Society. In its Memorandum of 25th January 2007 the Tribunal noted "that the Applicant frankly admitted that there had been delay on the part of the Law Society in bringing the allegations before the Tribunal. Of course such delay in bringing professional disciplinary proceedings is inappropriate and the Tribunal accepts that no part of such delay as there was was attributable to the Respondent who was cooperative and sought to persuade the Law Society to get on with the matter. The allegations against the Respondent were very straightforward".
56. The Respondent accepted that he was about to enter into an agreement with CCL, a limited liability company - not an individual whose Practising Certificate had been suspended and/or made subject to conditions. The Respondent, however, did accept that the SRA at the relevant time (but unknown to the Respondent) were concerned by the practice of Mr Simms.
57. To put the admitted delay in bringing the disciplinary proceedings into some real perspective, the Respondent had just turned 32 at the time of the investigation. The Respondent was 36 on 3rd May 2007. At the time of the investigation, the Respondent's son was nine months old. That son would turn five this year in September. Since the investigation, the Respondent had had another son now aged two, and his wife was expecting their third child.
58. The Law Society had admitted delay but had offered no valid excuse for it which could reasonably be accepted as justifiable, especially given that they accepted that this was a straightforward matter.
59. No criticism could be levelled at the Respondent for any delay. The opposite was true, he had continually been pushing for this matter to be determined quickly.
60. The Respondent had been prejudiced by the delay. He had been deprived of a clean Practising Certificate for some considerable time and had been denied the opportunity to have this matter determined earlier so that he could get on with his life.
61. Any sanction that might have been imposed on the Respondent at an earlier date might well have been spent by now and the Respondent would be some way in advance of getting on with his life and piecing his career back together.
62. The Respondent had been deprived of the ability to earn a good income as a practising solicitor because of the uncertainty of the looming disciplinary proceedings.
63. The Respondent's attempts to pursue gainful employment within the law had been scuppered by the Law Society.

64. At this stage of his career the Respondent might realistically have been earning anywhere between £50,000 and £80,000 per year had he stayed in private practice. The Respondent and his family were living on equity realised from their house. What had happened would be likely adversely to affect the rest of his career.
65. The Respondent had been severely prejudiced by the inordinate delay, admitted by the Law Society, in bringing these proceedings. The Respondent acted in a timely manner. He had regretted his somewhat naïve actions but hoped that the Tribunal would accept that there was never any intention to compromise clients' matters and that the Respondent had also acted in his clients' interests and in accordance with his clients' written instructions.
66. No complaint formal or otherwise had been made by any of the firm's clients.
67. The Respondent had made it clear to the Law Society at an early stage that the draconian measure of intervention into the practice could have been avoided as none of the clients was affected and their interests had been protected. It had been the Respondent's position that to have given him an opportunity to reorganise his loan and make whatever changes were recommended by the Law Society would have been a more logical approach than a resolution to intervene.

### **The Tribunal's Findings**

68. The Tribunal accepted the Respondent's explanations for what had occurred. The Tribunal found that a reputable, experienced and competent young solicitor had been respectably introduced to Mr Simms and had believed that he had been offered an excellent opportunity to open his own practice. He saw nothing wrong with accepting a loan from Mr Simms, using premises in the building from which Mr Simms operated on a temporary basis, nor in accepting assistance from a former employee of Mr Simms's firm. The Tribunal accepted that the Respondent was not made aware of the Law Society's concerns about Mr Simms and his former firm. The Tribunal accepted that the Respondent had been told about conditions on Mr Simms's Practising Certificate and he had accepted the explanation that this was because of matters involving Mr Carr and had satisfied himself by judgements that Mr Simms had been exonerated. It had transpired that Mr Simms had not been honest and in the particular circumstances of this case it was highly likely that Mr Simms had intended to set up the firm of Citilegal Solicitors and groom the Respondent to assist him, either voluntarily or in the absence of knowledge of his nefarious purposes.
69. The Respondent had admitted the allegation. The Tribunal found it to have been substantiated. The Tribunal did however find that the Respondent entered into what on its face appeared a somewhat questionable arrangement with Mr Simms innocently and without any intention to allow Mr Simms to act as a solicitor whilst the conditions on his Practising Certificate prevented him from so doing.
70. In deciding upon the appropriate and proportionate order to make the Tribunal has taken into account the delays on the part of the Law Society in prosecuting the disciplinary proceedings against the Respondent and noted the Law Society's acceptance that a decision to delay these proceedings until the outcome of the proceedings against Mr Simms was known to have been misconceived.

71. Because the Tribunal recognised that the reality of the situation was that the Respondent was the victim of Mr Simms and was more sinned against than sinning, it ordered that the Respondent be reprimanded. The Respondent accepted that he should be responsible for the costs of the IO which had been set at the figure of £1,878.20. The Tribunal ordered the Respondent to pay the costs of the Investigation Account to the Law Society fixed in that sum.

DATED this 27th day of August 2007  
on behalf of the Tribunal

J R C Clitheroe  
Chairman