

IN THE MATTER OF BARJINDER KUMAR SHARMA and  
MUHAMMED ALI JAVED, solicitors

- and -

MUHAMMAD JAMAL ASHRAF, Registered Foreign Lawyer

-and -

IN THE MATTER OF THE SOLICITORS ACT 1974

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Mr A H B Holmes (in the chair)  
Miss J Devonish  
Mr M C Baughan

Date of Hearing: 20<sup>th</sup>, 21<sup>st</sup> and 22<sup>nd</sup> October 2009

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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 Solicitors Regulation Authority by Katrina Elizabeth Wingfield, solicitor and partner in the firm of Penningtons Solicitors LLP, Abacus House, 33 Gutter Lane, London, EC2V 8AR on 20<sup>th</sup> October 2009 that Barjinder Kumar Sharma, solicitor and Muhammed Jamal Ashraf, Registered Foreign Lawyer, both of A M Patel & Co, 46 Hoe Street, Walthamstow, London, E17 4PH and Muhammed Ali Javed of Conifer & Pines, First Floor, Wellesley House, 102 Cranbrooke Road, Ilford, Essex, IG1 4NH 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 Applicant also invited the Tribunal to make an Order in respect of Mr Ashraf pursuant to Section 43 of the Solicitors Act 1974 (as amended).

1. In a supplementary statement dated 29<sup>th</sup> April 2008 the Applicant made further allegations against Mr Sharma, Mr Ashraf and Mr Javad.

2. On 11<sup>th</sup> July 2008 the Applicant made a second supplementary statement containing further allegations.
3. On 4<sup>th</sup> September 2008 the Applicant made a third supplementary statement containing further allegations against Barjinder Kumar Sharma.
4. On 4<sup>th</sup> November 2008 the Applicant made a fourth supplementary statement containing allegations against Muhammed Ali Javed.
5. The Applicant made a fifth supplementary statement on 19<sup>th</sup> December 2008 making a further allegation against Barjinder Kumar Sharma.
6. On 13<sup>th</sup> January 2009 the Applicant made a sixth supplementary statement containing a further allegation against Barjinder Kumar Sharma.

The allegations set out below are those contained in the originating and supplementary statements and have been renumbered so that the numbers of the allegations follow sequentially.

The allegations against Mr Sharma and Mr Ashraf were that:

- (i) they were in breach of Rules 32 and 34 of the Solicitors Accounts Rules ("SAR");
- (ii) they acted in breach of Practice Rule 1(c) of the Solicitors Practice Rules 1990 ("the Rules") in that they abandoned the practice of A M Patel & Co.

Against Mr Sharma only

- (iii) he failed to provide adequate supervision to Mr Ashraf, the Second Respondent, a Registered Foreign Lawyer.

Against Mr Ashraf only:

- (iv) he acted in breach of Practice Rule 1(e) of the Rules in that he failed to complete the registration of interests of lender clients in respect of ten properties;
- (v) he had been convicted of an offence of knowingly possessing/improperly obtained, another's ID at Manchester Crown Court on 22<sup>nd</sup> August 2007, for which offence he had been sentenced to four months imprisonment.

Supplementary Statement (1)

Allegations against Mr Sharma, Mr Ashraf and Mr Javad were that they had been guilty of professional misconduct in that:

- (vi) they were in breach of Rules 32 and 34 of the Solicitors Accounts Rules ("SAR");

- (vii) that they acted in breach of Practice Rule 1(a), (c) and (d), Rule 1.02, 1.04 and 1.06 of the Solicitors Code of Conduct 2007.

Supplementary Statement (2)

Further allegations against Mr Sharma and Mr Ashraf were that they had been guilty of professional misconduct in that:

- (viii) they failed to fulfil an undertaking dated 29<sup>th</sup> August 2006 to be responsible for the legal fees plus VAT and disbursements of Messrs Steeles Law and/or that they failed to honour or fulfil the said undertaking within a reasonable time;
- (ix) they failed to deal with the Solicitors Regulation Authority ("the SRA") in an open, prompt and cooperative way.

Supplementary Statement (3)

Further allegations against Mr Sharma were that he had been guilty of professional misconduct in that:

- (x) he failed to comply with an "Inadequate Professional Services" decision made by the Legal Complaints Service that he pay the sums of £1,132 and £750 "compensation" to a client; and
- (xi) he failed to respond promptly and substantively to correspondence from the SRA.

Supplementary Statement (4)

Further allegations against Mr Javed were that he had been guilty of professional misconduct in that:

- (xii) he acted in breach of Rule 1 of the Solicitors Code of Conduct 2007, in particular 1.02, 1.04, 1.05 and 1.06; and
- (xiii) he failed to comply with an undertaking in breach of Rule 10.05 of the Solicitors Code of Conduct;
- (xiv) he failed to ensure satisfactory arrangements for the supervision over staff and supervision and direction of clients' matters in breach of Rule 5.01/5.03.

Supplementary Statement No 5

The further allegations against Mr Sharma were that he had been guilty of professional misconduct in that:

- (xv) he failed to respond promptly and substantively to correspondence from the Solicitors Regulation Authority.

Supplementary Statement (6)

A Further allegation against Mr Sharma was that he had been guilty of professional misconduct in that:

- (xvi) he failed to respond promptly and substantively to correspondence from the Solicitors Regulation Authority and the Legal Complaints Service in breach of the Solicitors Code of Conduct 2007 paragraph 20.03.

### The Hearing

The application was heard at the Court Room, 3rd Floor, Gate House, 1 Farringdon Street, London, EC4M 7NS on 20<sup>th</sup> - 22<sup>nd</sup> October 2009 when Miss Wingfield appeared as the Applicant, Mr Sharma and Mr Javed appeared in person and Mr Ashraf did not appear and was not represented although he had made written representations which were before the Tribunal.

### **The evidence before the Tribunal**

The evidence before the Tribunal included the oral evidence of the SRA's Investigation Officers, Mr Smith and Mr Davies, the oral evidence of Mr Sharma, Mr Javed and Mr Rana. The following documents were handed up at the hearing: Mr Sharma's response to the allegations (he had handed in a small bundle of documents prior to the opening of the hearing); Miss Wingfield, the Applicant, handed up unmarked copies of documents which had previously been highlighted; Mr Ashraf's statement and accompanying documents (the Applicant having told the Tribunal that she had spoken to Mr Ashraf on the telephone in the previous month and understood that Mr Ashraf remained in Pakistan); a part of the Solicitors Code of Conduct which had been missing from the documents placed before the Tribunal; and authorities and dictionary definitions. Mr Javed, save for certain failures to respond to correspondence, denied the allegations. Mr Sharma denied the allegations. Mr Ashraf had not given a formal indication of his position.

### **At the conclusion of the hearing the Tribunal made the following Orders:**

The Tribunal Orders that the Respondent, Barjinder Kumar Sharma of 86 Vaughan Gardens, Ilford, Essex, IG1 3PD, solicitor, be suspended from practice as a solicitor for the period of two years to commence on the 22<sup>nd</sup> day of October 2009 and it further Orders that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £52,000. The Respondents' liability for such costs to be several.

The Tribunal Orders that the Respondent, Muhammad Jamal Ashraf of 399 Lodge Avenue, Dagenham, Essex, RM9 4QD, registered foreign lawyer, be Struck Off the Register of Foreign Lawyers and they further Order that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £35,000. The Respondents' liability for such costs to be several.

The Tribunal further Orders that that as from 22<sup>nd</sup> October 2009 no solicitor, Registered European Lawyer or incorporated solicitor's practice shall, except in accordance with permission in writing granted by the Law Society for such period and subject to such conditions as the Society may think fit to specify in the permission, employ or remunerate in connection with the practice as a solicitor, Registered European Lawyer or member, director or shareowner of an incorporated solicitor's practice Mohammad Jamal Ashraf.

The Tribunal Orders that the Respondent, Muhammed Ali Javed of Conifer & Pines, First Floor, Wellesley House, 102 Cranbrook Road, Ilford, Essex, IG1 4NH, solicitor, be suspended from practice as a solicitor for the period of six months to commence on the 22nd day of October 2009 and it further Orders that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £20,000. The Respondents' liability for such costs to be several.

**The evidence is set out in paragraphs 1 – 105 hereunder**

The history of the Respondents

1. Mr Sharma, born in 1967, was admitted as a solicitor in 1996. His name remained on the Roll of Solicitors.
2. Mr Ashraf, born in 1966, was registered as a Registered Foreign Lawyer in 2005. He was a Punjab Advocate.
3. Mr Ashraf's practice was that of A M Patel and Co operating from premises at 46 Hoe Street, Walthamstow, London, E17. Mr Sharma's practice BKS Solicitors operated from offices at 150 Cranbrook Road, Ilford. Mr Ashraf and Mr Sharma were held out as partners in each other's firm.
4. On 9<sup>th</sup> May 2007 an Investigating Officer ("IO") of the SRA attended the offices of A M Patel & Co ("AMP") which he believed to be closed. Post had accumulated behind the door. When the IO rang the firm's telephone number the call was transferred to an answering service. It appeared to the IO that the office had been abandoned.
5. The IO then attended the offices of BKS Solicitors at Ilford and interviewed Mr Sharma who indicated that he was unaware of the whereabouts of Mr Ashraf. Mr Sharma had been unable to contact him and he said he had therefore ceased to be a partner on 3<sup>rd</sup> May 2007.
6. The IO met with Mr Sharma on 14<sup>th</sup> May when Mr Sharma said that he had attended the offices of AMP with the landlord, Mr S, also a solicitor, who had changed the locks. Mr S had taken responsibility for the client files.
7. Mr Javed, born in 1963, was admitted as a solicitor in 2005 and his name remained on the Roll of Solicitors. He had previously been qualified in Pakistan.
8. When the IO attended at the offices of BKS Solicitors on 9<sup>th</sup> May 2007 he ascertained that Mr Sharma and Mr Javed had an arrangement in which Mr Javed had been appointed a partner of BKS on 3<sup>rd</sup> May 2007, Mr Ashraf having been removed as a partner on the same date. Mr Sharma became a partner with Mr Javed in the firm of Conifer and Pines (opened by Mr Javed) as from 12<sup>th</sup> May 2007.

The oral and documentary evidence before the Tribunal relating to the disputed allegations

9. During June 2007 information had been received from Nationwide Building Society that £182,000 had been transferred telegraphically to AMP's bank account on 27<sup>th</sup>

April 2007 in connection with a client's purchase, completion of which had not taken place.

10. Further information was received from Abbey indicating that, again on 27<sup>th</sup> April 2007, a mortgage advance of £387,220 had been transferred to the account of AMP for another borrowing client and again the purchase had not completed.
11. £410,000 had been transferred from AMP's account to an Abbey business account in the name of MA Associates and £50,000 to JNB Compass Ltd. £1,000 remained in the Abbey account of MA Associates.
12. There had been ten transactions where charges to secure Abbey advances had not been registered.
13. The SRA had written to Mr Sharma and Mr Ashraf by letters of 20<sup>th</sup> March 2007 and 25<sup>th</sup> April 2007. Mr Ashraf responded by telephone. Further correspondence had taken place between AMP and the SRA regarding an outstanding Accountant's Report for the period ending 30<sup>th</sup> September 2006. That Report was not received.
14. The SRA wrote to Mr Sharma and Mr Ashraf by letters dated 6<sup>th</sup> June 2007. Mr Sharma's written response was dated 11<sup>th</sup> June 2007 and he responded to a further letter of 22<sup>nd</sup> June 2007 on 26<sup>th</sup> June 2007.
15. The IO began his inspection on 9<sup>th</sup> May 2007 of AMP in Walthamstow. The IO's Report dated 17<sup>th</sup> May 2007 was before the Tribunal and the IO gave oral evidence.
16. When he attended the premises of AMP the IO found that the offices were closed and inaccessible. Much post had accumulated behind the front door of the premises. When the IO telephoned AMP his call was transferred to an answering service. It appeared to the IO that the AMP office had been abandoned.
17. On the same date the IO attended at the offices of BKS at Ilford where he interviewed Mr Sharma. Mr Sharma told the IO that he did not know where Mr Ashraf was and he had not been able to contact him. As a consequence Mr Sharma had ceased to be Mr Ashraf's partner on 3<sup>rd</sup> May 2007.
18. Mr Sharma said that at about the same time that he had resigned as a partner, he had instructed Barclays Bank plc to freeze the client and office bank accounts of AMP; he continued to be signatory to the client and office bank accounts.
19. The IO reported that no books of account relating to AMP were provided by Mr Sharma who said that Mr Ashraf had had the responsibility for maintaining these. Mr Sharma could not get into the AMP offices and was not able to say whether books of account were available. On 12<sup>th</sup> May 2007 Mr Sharma and Mr S, a solicitor who was the landlord of AMP's premises, had attended the premises and Mr S had changed the locks and had collected and taken responsibility for the unopened post. Mr S had assumed responsibility for all of the client matter files still at the premises. Mr Sharma had agreed with the IO that he retained control of relevant client account balances.

20. Because of these matters the IO had not been able to compute the total liabilities to clients as at 30<sup>th</sup> April 2007, the inspection date, and was therefore unable to express an opinion about the sufficiency of funds held in client bank account to meet AMP's liabilities to clients at that date.
21. Mr Sharma explained that when he opened his own practice, BKS, it became apparent that mortgage lenders were not prepared to instruct sole practitioners. After making enquiries about prospective partners he had been introduced to Mr Ashraf, a Punjab Advocate, who was also a Registered Foreign Lawyer; Mr Ashraf needed a supervisor to enable him to practise. Their entering into partnership met their respective requirements.
22. It was Mr Sharma's evidence that he attended the offices of AMP on a regular basis two or three times a week. He was informed about incoming post and had access to the incoming and outgoing post. He spoke with Mr Ashraf on a daily basis and had meetings to discuss their respective practices and certain client work at least fortnightly. Mr Sharma had access to AMP files, had input into casework and discussed client matters with AMP staff. Mr Ashraf had attended the BKS offices on a regular basis. Mr Sharma had access to AMP's complaints' file. He had access to AMP's books of account and was in regular contact with the firm's bank manager. Mr Ashraf had produced reconciliation statements to him fortnightly.
23. In his written statement Mr Ashraf confirmed that he was a Registered Foreign Lawyer and partner with Mr Sharma in AMP and BKS describing them as "multinational practices". He confirmed the supervising input of Mr Sharma as he himself had described it. Mr Ashraf said he signed cheques only with Mr Sharma's authority. Mr Sharma accepted that he was liable as a partner for the bookkeeping at AMP, but he had been led to believe that the books were in compliance with the SAR. He believed that Mr Ashraf had taken the AMP books of account with him when he abandoned that practice, taking with him a substantial sum.
24. Mr Ashraf denied that he had abandoned the practice of AMP. Mr Ashraf had suffered an acrimonious divorce and had needed time to prepare his case. He said that he had asked Mr Sharma to look after AMP's office in his absence, requesting his staff to contact him by telephone when necessary. He left on 17<sup>th</sup> April 2007. When he returned he found he was locked out of his office and The Law Society had intervened into AMP.
25. Mr Ashraf described himself as a victim of circumstances. The BKS books of account were not in order. Mr Ashraf considered that he had been made a scapegoat.
26. Mr Sharma said he was denied access to AMP's premises as the locks had been changed. He had put a notice on the door requesting AMP clients to contact him at BKS.
27. Mr Sharma explained that he had resigned as an AMP partner in February 2007 because pressure of work had led him to conclude that he could no longer supervise Mr Ashraf. In April he had been persuaded by Mr Ashraf again to become a partner. When Mr Ashraf cancelled a meeting with Mr Sharma to discuss accounts, Mr Sharma had again resigned his partnership on 2<sup>nd</sup> May 2007.

28. A further investigation of AMP was commenced by the IO on 9<sup>th</sup> July 2007. A copy of his Report dated 31<sup>st</sup> July 2007 was before the Tribunal.
29. The IO reported that it appeared from the bank statements provided that, as at 8<sup>th</sup> May 2007, £15,537.25 was held in client account. No books of account were available.
30. The IO spoke with Mr Sharma. Mr Sharma told the IO (and he confirmed in his oral evidence) that Mr Ashraf had absconded sometime between 25<sup>th</sup> April 2007 and 3<sup>rd</sup> May 2007. Since 3<sup>rd</sup> May 2007 Mr Sharma had placed a sign on the door to the offices of AMP referring clients to himself at BKS.
31. He told the IO that he had obtained keys to the AMP premises from the landlord and had attended at least twice weekly in order to review current client matter files. When the landlord took back the keys Mr Sharma had been unable to gain access. He had taken client instructions and had either dealt with outstanding issues or had forwarded files to other solicitors.
32. He had, at the request of Abbey sent eight of the ten requested client matter files to their solicitors. He said he had referred to the accountants Mr Ashraf had told him undertook AMP's bookkeeping. He had established who were AMP's reporting accountants.
33. Mr Sharma had received from Barclays Bank Plc duplicates of recent client and office bank account statements which he provided to the IO. The IO understood that both Mr Ashraf and Mr Sharma were signatories on AMP's client and office bank accounts. Mr Sharma had instructed the bank to freeze AMP's client and office bank accounts and continued to be a signatory to them.
34. In his written statement (which was undated ) Mr Ashraf said Mr Sharma was the supervising partner in both AMP and BKS. Mr Ashraf was only a RFL partner in both multinational practices. Mr Sharma had the keys to the office, attended the office in a regular basis, gave instructions to Mr Ashraf on every important matter and checked accounts and signed the firm's client and office cheques. Mr Ashraf signed only after obtaining Mr Sharma's authority. Mr Sharma had himself confirmed that he had no reason to be suspicious of Mr Ashraf's conduct.
35. Mr Ashraf said he had not abandoned AMP. He had in substantial correspondence with the SRA indicated that he was engaged in matrimonial proceedings necessitating his absence from the office. The matrimonial proceedings had proved acrimonious and distressing.
36. Mr Ashraf had explained to Mr Sharma that he needed two weeks to prepare his case and on 17<sup>th</sup> April 2007 he requested Mr Sharma to look after his office until his return.
37. Mr Ashraf had made arrangements for his staff to be able to contact him at this time. When Mr Ashraf returned he found the office locked and he had been denied access. He discovered that The Law Society had effected an intervention. As a result Mr

Ashraf was unaware of what had happened to his books of account and money held in client account. He sought to accuse Mr Sharma of misappropriating client funds.

38. Mr Sharma's intention had been to become a solicitor and he had been the victim of an incompetent senior.
39. With regard to his conviction in connection with a false passport Mr Ashraf said:
 

"I retract my previous correspondence with SRA that circumstances under which I was arrested and sentenced four months imprisonment. It was a question "To be or not to be for me" what ever happen was under the inevitable circumstances of my personal life for which I have paid enough."
40. At a meeting with Mr Sharma on 20<sup>th</sup> July 2007, the IO had asked Mr Sharma to comment on the two client bank account transfers of £410,000 and £50,000, that were shown on duplicate bank statements as having been charged to the client bank account on 27<sup>th</sup> April 2007. Mr Sharma's response had been that he had made some enquiries about these matters but he had not had access to client matter files and had not been able to establish who the recipients were. He had been unable to confirm whether the payments were properly made, but he had assumed that the payments had been made in connection with property transactions.
41. During the course of his inspection, the IO had interviewed AMP's landlord, its Reporting Accountant and its bookkeeper.
42. The landlord, a solicitor, explained that in about December 2005, Mr Ashraf had taken over his former firm of AMP and he had granted a licence to AMP to occupy the Walthamstow offices. The landlord's firm did not have panel status with Abbey so he passed Abbey work to AMP or BKS. He confirmed Mr Sharma's account of Mr Ashraf's disappearance and the steps taken by himself and Mr Sharma.
43. AMP's Reporting Accountant said he had last prepared a Report for the year ending 30<sup>th</sup> September 2005 which was submitted to The Law Society in April 2006. He had had no further involvement with AMP until March or April 2007 when AMP's bookkeeper had delivered some accounting records to him. He had sought an extension of time from The Law Society for filing the Accountant's Report. He had tried to contact Mr Ashraf in April 2007 but had learned that he had "disappeared". He did not think that he had in his possession all of the accounting records of AMP for the year ending 30<sup>th</sup> September 2006.
44. The IO had undertaken a brief review of the papers held by the Reporting Accountant. He had been unable to draw any conclusion from the available accounting information.
45. The IO had also interviewed AMP's bookkeeper who said that in about May 2006 he had been instructed by Mr Ashraf to write up the client account books and records of AMP. He had asked Mr Ashraf to complete a notification to HM Revenue & Customs of his commencement of a self-employed business. In that form Mr Ashraf had said that his name was Mohammed Jamal.

46. The bookkeeper had partly written up AMP's books of account for the period to September 2006. No further work had been undertaken after that date. The bookkeeper said he had instructed Mr Ashraf's staff to continue to write up the books and records of AMP as from September 2006. He confirmed that a member of his own staff had taken the "books and records" for the period to 30<sup>th</sup> September 2006 to the offices of the Reporting Accountant.
47. The IO began an inspection of the books of account of BKS at its Ilford office on 9<sup>th</sup> May 2007. The IO's Report dated 17<sup>th</sup> May 2007 was before the Tribunal and the IO gave oral evidence.
48. Mr Sharma told the IO that he had begun to practise in his own name in July 2005 moving to his current premises in March 2007. He confirmed that in February 2006 Mr Ashraf, a Registered Foreign Lawyer, became a partner in the firm. The Law Society had on 3<sup>rd</sup> May 2007 been informed that Mr Ashraf was no longer a partner in the firm.
49. Mr Sharma alone was signatory to the BKS bank accounts.
50. Mr Sharma did not provide the IO with BKS's books of account. He explained that his books of account were with his accountants, Messrs R, explaining that they were in the process of writing up and reconciling the books. Mr Sharma said that the last full reconciliation of the clients' ledger had been at 31<sup>st</sup> July 2006.
51. Arrangements were made for the IO and Mr Sharma to attend at the offices of Messrs R on 10<sup>th</sup> May in order to discuss the current position relating to the books of account of the firm. At that meeting Messrs R informed the IO that the firm was in the process of moving offices and BKS's accounting records had been boxed up ready for the move at the end of May 2007. The PAYE records, some general correspondence and other correspondence to and from bankers, the Inland Revenue and The Law Society were available. Messrs R had not received from Mr Sharma all of the necessary accounting records of BKS. Mr Sharma agreed to provide the same and Messrs R indicated the writing up of the books of account for the period from July 2006 to 31<sup>st</sup> May 2007 would not be completed until at least the end of June 2007.
52. The IO had not therefore been able to compute Mr Sharma's total liabilities to his clients as at 30<sup>th</sup> April 2007, the inspection date, so that he was unable to express an opinion as to whether or not sufficient funds were held in client bank account, at that date, to meet Mr Sharma's liabilities to his clients.
53. In his Report, the IO recorded concerns about the constitution of the firm, the headed notepaper of the firm and Conifer and Pines, solicitors.
54. With regard to the constitution of BKS, Mr Sharma had explained to the IO that Mr Ashraf's principal place of work had been at AMP, Walthamstow. He had never worked for BKS and he (Mr Sharma) had not worked for AMP.
55. Mr Ashraf and Mr Sharma had entered a verbal "commercial agreement", rather than a partnership in which they had agreed to be shown as partners in each other's firms

so that each firm was able to achieve panel status with lending institutions. Mr Sharma had explained that they had not been partners in each other's firm.

56. Mr Sharma said that Mr Ashraf had attended the offices of BKS from time to time but he had not been involved in any BKS client matters, nor had he had any supervisory function at BKS.
57. Mr Sharma told the IO he had attended the premises of AMP at least weekly in order to supervise only conveyancing matters that Mr Ashraf had undertaken. He had not otherwise involved himself in the affairs of AMP.
58. Mr Sharma explained his resignation and his re-instatement as a partner in February 2007 and had gone on to describe his visit to AMP's locked premises, leading to his resignation as a partner; notified The Law Society on 2<sup>nd</sup> May 2007; and Mr Ashraf had ceased to be a partner in BKS on 3<sup>rd</sup> May 2007.
59. The IO noted that BKS letterhead with which he was provided on 9<sup>th</sup> May 2007 recorded Mr Sharma and Mr Javed were partners in the firm.
60. Mr Sharma indicated that he and Mr Javed had entered an oral commercial arrangement in which Mr Javed's name was shown as a partner on BKS letterhead. Mr Sharma said he had invited Mr Javed to be a partner in BKS to maintain that firm's panel status with lending institutions.
61. Mr Sharma had notified The Law Society on 3<sup>rd</sup> May 2007 that Mr Javed had become a partner in BKS. Mr Javed had practised alone as Conifer and Pines, solicitors, at Ilford. Mr Sharma said he did not work at BKS and exercised no supervisory function there.
62. Mr Sharma also said that the commercial agreement that he had with Mr Javed was not a partnership agreement and it involved no financial consideration.
63. Mr Sharma told the IO that his name was not shown on the letterhead of Conifer and Pines.
64. The IO reported that he had not met with Mr Javed.
65. The Manchester police had notified the SRA that Mr Ashraf had appeared in court on 22<sup>nd</sup> August 2007 and had been sentenced to four months imprisonment. A certificate of conviction that was before the Tribunal confirmed that Muhammed Jamal had on 21<sup>st</sup> August 2007 upon his own confession been convicted upon indictment of "with intent knowingly possessing false/improperly obtained another's ID document" and had on the same date been sentenced to four months imprisonment under s.240 of the Criminal Justice Act 2003 (seven days spent on remand to count towards sentence.)
66. During his inspection of Conifer and Pines the IO became concerned about conveyancing transactions conducted by that firm for purchasers' lender clients. It appeared that the firm had had conduct of a number of conveyancing transactions which bore the hallmarks of fraud.

67. Of six mortgage advances made by Birmingham Midshires four had been returned but two, totalling £250,435 remained outstanding. Mr Javed had been unable to offer an explanation for these matters.
68. In particular, the IO reported upon a conveyancing transaction of which the firm had conduct, acting for Mr H in his purchase of a property at Birmingham at a price of £740,000. It appeared that an employee of the firm, Mr S, had handled the matter.
69. The firm also acted for The Mortgage Business Plc which advanced £592,000 to Mr H to purchase the Birmingham property from the vendor, Ms M. Mr H had made a "self certified" mortgage application.
70. The client file for Mr H contained a copy of Ms M's passport certified as a true copy by Elliot & Co Solicitors, and Ms M's Abbey statement stating her address to be in Birmingham but different from the Birmingham property also certified as a true copy by Elliot & Co. The passport number did not follow the usual pattern, demonstrating that it was not a true passport.
71. Ms M was represented by Essex Solicitors of Ilford. The offices of Conifer and Pines and Essex Solicitors were in the same street in Ilford.
72. The relevant client ledger recorded the following transactions:

| <u>2007</u> |                  | <u>Payment</u> | <u>Receipt</u> | <u>Balance</u> |
|-------------|------------------|----------------|----------------|----------------|
| 7 November  | On account       |                | £300.00.00     | £300.00 Cr     |
| 19 November | Advance          |                | £592,000.00    | £592,300.00 Cr |
| 19 November | On account       |                | £148,000.00    | £740,300.00 Cr |
| 19 November | Essex Solicitors | £740,000.00    |                | £300.00 Cr     |
| 19 November | Costs to Office  | £975.00        |                | £675.00 Dr     |
| 20 November | On Account       |                | £29,600.00     | £28,925.00 Cr  |
| 23 November | On Account       |                | £1,000.00      | £29,925.00 Cr  |
| 14 December | Stamp Duty       | £29,600.00     |                | £325.00 Cr     |
| <u>2008</u> |                  |                |                |                |
| 8 January   | Search           | £47.00         |                | £278.00 Cr     |

73. It was Mr Javed's evidence that the vendor's identity documents were in the purchasing client's file because when Mr H attended his office he had left a folder containing them and a number of other documents. Mr Javed explained that Mr H had been introduced to his firm but he could not remember who the introducer was. He said that Mr H came to his office on or about 7<sup>th</sup> November 2007. After that Mr H "dropped in" from time to time. Mr Javed did not make attendance notes. Mr Javed said that he had conduct of the matter but members of staff had some input while he was away. He had in particular been away at the time of completion.
74. The receipt of £148,000 on 19<sup>th</sup> November 2007 came from a company called Expedited Limited. The file contained a bridging finance application form to Expedited Limited indicating that the funds represented bridging finance for Mr H. The Forum stated that the seller was retaining £562,400 and there was to be a "rebate"

to Expedited Ltd of £177,600. A letter from Conifer & Pines to Expedited Limited dated 12<sup>th</sup> November 2007 stated:

"We have spoken to the seller's solicitors.... and confirm that they shall forward to you the undertaking that they will transfer the rebate to yourselves after completion."

75. There was also an undated letter to Mr S from Expedited Limited stating that the funds were not bridging finance but funds held by E Limited on behalf of Mr H. A draft completion statement in the file referred to the £148,000 as "other loan".
76. Contracts were exchanged and completion took place on the same day, namely 19<sup>th</sup> November 2007. Mr Javed had provided a client care letter on 13<sup>th</sup> November and he had on the same date signed a certificate of title to his lender client.
77. At the date of the IO's Report, The Mortgage Business Plc's mortgage had not been registered at the Land Registry.
78. A manuscript note on Mr H's file dated 5<sup>th</sup> November 2000 recorded a telephone conversation with NB & Co, solicitors, who said that they were acting for the vendor of the Birmingham property and they "had never sold this property". They had been asked "to make their request in writing". It was Mr Javed's evidence that the date on the note was erroneous. It should have been 5<sup>th</sup> December not November.
79. On 6<sup>th</sup> December 2007 a restriction was placed on the proprietorship register relating to the Birmingham property preventing registration of any disposition of the registered estate of the Birmingham property.
80. A Land Registry Priority Search had been made; the priority period expired on 2<sup>nd</sup> January 2008. It revealed no adverse entries. Another such search was made from 10<sup>th</sup> January 2008 with priority ending on 20<sup>th</sup> February 2008 which revealed the registration of the restriction on 6<sup>th</sup> December.
81. The file contained correspondence about the transfer deed which had not been forthcoming from the vendor's solicitors on completion. It was Mr Javed's evidence that he, formerly having worked at Essex Solicitors, knew the firm well and had relied upon them to draft the transfer and arrange for its execution and delivery in accordance with the undertaking to do so with the adoption of The Law Society's "Formula B" on exchange of contracts. He said that he had pressed for the transfer but had not put it in writing until his letter of 31<sup>st</sup> January 2008 to which Essex Solicitors responded on the same day saying that as they had already explained they had not been able to contact their client. They pointed out that Conifer and Pines had not provided a draft transfer until 17 days after completion.
82. The transfer was furnished to Conifer and Pines with a letter from Essex Solicitors dated 26<sup>th</sup> February 2008. It was dated 19<sup>th</sup> November 2007. Stamp duty was paid and an application to register the transfer and the mortgage was dated 17<sup>th</sup> March 2008. Mr Javed had asked that the 6<sup>th</sup> December restriction be removed.

83. In his oral evidence Mr Javed said that there was nothing during the course of the transaction that aroused his suspicions. He had explained why his file contained the vendor's identity documents. He had been introduced to Mr H and had met him. Even though the property was in Birmingham, Mr H "dropped into" the office and was clearly in London from time to time. It was not unusual for a speedy exchange of contracts and immediate completion to be achieved. The vendor's solicitors were well known to him and he trusted them. Certain letters had been written and signed by Mr S during Mr Javed's absence from the office and Mr Javed had not seen them, in particular the letter referring to the "rebate" to Expedited Limited. The Expedited Limited funds had come from a firm of solicitors. The telephone call from the Birmingham solicitors had come after completion of the transaction.

The facts admitted by Mr Sharma

84. By a letter dated 15<sup>th</sup> April 2008, A H Page Solicitors reported Mr Sharma to the Legal Complaints Service ("LCS") on behalf of Mr R. BKS had acted for Mr R in a property transaction and apparently had not paid stamp duty or completed registration.
85. The LCS wrote to Mr Sharma about this on 26<sup>th</sup> September 2008 asking for his explanation and relevant documents, reminding him of his professional duty to respond. In the absence of any response the LCS wrote again on 27<sup>th</sup> October 2008. The caseworker telephoned Staniford Wallace Solicitors (the firm where Mr Sharma was working) on 27<sup>th</sup> October 2008 and asked to speak to him. The person to whom he spoke informed the caseworker that Mr Sharma was not in that day. The caseworker sent another copy of his letter to Mr Sharma dated 27<sup>th</sup> October 2008 to Staniford Wallace Solicitors and resent it on 31<sup>st</sup> October 2008, as the first letter was incorrectly addressed and had been returned. Mr Sharma was informed that his failure to respond was to be included in disciplinary proceedings on 4<sup>th</sup> December 2008.
86. On 23<sup>rd</sup> November 2007 BKS undertook to Trevor Munn Solicitors "to be responsible for [your] costs, whether or not the matter proceeds to completion up to a sum of £900". Trevor Munn Solicitors wrote to BKS on 15<sup>th</sup> and 31<sup>st</sup> January, 15<sup>th</sup> February, 25<sup>th</sup> March and 15<sup>th</sup> April 2008 asking for a response to their letters and asking BKS to fulfil its undertaking by paying Trevor Munn's costs of £857.75.
87. Trevor Munn Solicitors complained to the SRA by letter of 10<sup>th</sup> June 2008. The SRA wrote to Mr Sharma on 18<sup>th</sup> July 2008 with another letter dated 7<sup>th</sup> August 2008 setting out what Mr Sharma was required to do and warning him of his duty, the consequences of his failure to respond and requiring him to deal with the matter. Further letters were sent to Mr Sharma by the SRA dated 2<sup>nd</sup> and 20<sup>th</sup> October and 11<sup>th</sup> November 2008. There was no response from Mr Sharma. On 31<sup>st</sup> July 2008, a caseworker at LCS sent an email to Mr Sharma pointing out that he had written to Mr Sharma on four occasions about a complaint made by Ms R to which Mr Sharma had not responded. Further letters were written to Mr Sharma on 1<sup>st</sup> and 20<sup>th</sup> October 2008 about Mr R's complaint.
88. On 20<sup>th</sup> October 2008 the caseworker at LCS was informed that Mr Sharma no longer resided at the home address they held on record and that he was now practising at Staniford Wallace Solicitors. On 20<sup>th</sup> October 2008 the caseworker send a copy of

her letter dated 1<sup>st</sup> October 2008 to Mr Sharma at Staniford Wallace Solicitors and followed this up with letters dated 3<sup>rd</sup> and 11<sup>th</sup> November.

89. On 21<sup>st</sup> November 2008 the caseworker spoke to Mr Sharma when he telephoned to inform her that he had conciliated the complaint with the LCS. The caseworker told Mr Sharma he had to explain why he had failed to respond to correspondence from the SRA. In an email to the LCS dated 21<sup>st</sup> November 2008 Mr Sharma apologised "for the delay in replying and trust that this is now the end of the matter".
90. On 16<sup>th</sup> July 2007 the LCS made two attempts to telephone Mr Sharma. On both occasions the caller spoke to a receptionist and was advised that he would be in later that morning. The caller left messages asking the Mr Sharma to return the call.
91. By a letter dated 16<sup>th</sup> July 2007 the LCS wrote to Mr Sharma at BKS sending him a copy of Mrs P's complaint and further correspondence. The letter said that it was understood that Mr Sharma and Mr P of AMP were partners in that firm. The letter asked for a response from Mr Sharma by 31<sup>st</sup> July 2007.
92. On 17<sup>th</sup> July 2007 Mrs P told the LCS that she was seeking compensation for the sums of £1,132 and £350 which she paid to AMP but which had not been refunded to her and did not appear to have been spent on her behalf.
93. By a letter dated 8<sup>th</sup> August 2007 the LCS requested a response from Mr Sharma by 16<sup>th</sup> August 2007 and wrote again to him on 6<sup>th</sup> September 2007 warning him that his conduct might be referred to the SRA.
94. On 7<sup>th</sup> September 2007 the LCS spoke to Mr Sharma when he said that he had been away on holiday. He said that this complaint related to a previous firm, which had been intervened into. He said that he would call back in order to discuss the matter.
95. The LCS telephoned Mr Sharma on 12<sup>th</sup> November 2007 and was told that Mr Sharma was with clients. He was asked to return the call.
96. By a letter to Mr Sharma dated 21<sup>st</sup> April 2008 the LCS asked for his comments upon its Report to Mrs P by 6<sup>th</sup> May 2008, pointing out that Mr Sharma might care to resolve the matter by agreement with the complainant.
97. The LCS sent a supplemental letter to Mr Sharma on the same date informing him that it was recommended that AMP be ordered to pay the Law Society's fixed costs of £840 in connection with its investigation and adjudication of the complaint. The letter pointed out "your firm did not cooperate with the investigation."
98. On 12<sup>th</sup> May 2008 in the absence of a response, the LCS notified Mr Sharma that the matter had been referred for a formal decision.
99. By a letter dated 5<sup>th</sup> June 2008 the LCS sent a copy of the formal decision to Mr Sharma that he pay to Mrs P the sum of £1,882, there was no appeal and he was to comply within seven days. No payment was made and the LCS went on to consider the conduct implications.

100. No response had been received from Mr Sharma to a number of communications addressed to him by the SRA. He had not complied with the Inadequate Professional Services decision.
101. By a letter to the LCS dated 14<sup>th</sup> February 2008 Mr and Mrs B made a complaint about Mr Sharma's conduct of a transaction on their behalf. By a letter dated 20<sup>th</sup> March 2008 a caseworker at the LCS wrote to Mr Sharma setting out the complaints made against him. He was asked to explain and provide relevant documents. When Mr Sharma did not reply the caseworker wrote to him again on 4<sup>th</sup> April 2008 (reminding Mr Sharma of his professional duty) and then wrote again. The caseworker prepared a report which was sent with a letter to Mr Sharma dated 30<sup>th</sup> April 2008 which invited his written comments.
102. By a letter dated 23<sup>rd</sup> June 2008 a caseworker at the Conduct Investigation Unit of the SRA wrote to Mr Sharma as the matter had been referred from the LCS. The letter asked for a response within 14 days. None was received.
103. By a letter dated 15<sup>th</sup> July 2008 the LCS caseworker sent an Adjudicator's formal decision to Mr Sharma. After finding that BKS had provided inadequate professional service, the Adjudicator found that:

"...the solicitors' fees should be reduced because the value of the work undertaken by them was reduced by the inadequacies of service referred to. I have decided that the solicitors' fees of £500 shall be reduced to £200..."

and went on to direct that:

"I therefore direct BKS Solicitors to pay Mr and Mrs B the sum of £750 compensation and to refund the amount of £300 costs within seven days of the date of the letter enclosing this decision."

104. The LCS caseworker wrote Mr Sharma a letter dated 23<sup>rd</sup> July 2008 stating that unless evidence was received from him within the ensuing seven days that Mr Sharma had complied with the Adjudicator's decision, the matter would be referred to his professional indemnity insurers for payment without further notice and the matter would be referred to the SRA. In the absence of a response further letters were addressed to Mr Sharma on 31<sup>st</sup> July and 7<sup>th</sup> October 2008.
105. By a letter dated 12<sup>th</sup> December 2008 an SRA caseworker sent to Mr Sharma the Adjudicator's decision dated 28<sup>th</sup> November 2008 to refer Mr Sharma's conduct to the Tribunal. Mr Sharma did not respond to any of these communications.

### **The submissions of the Applicant**

106. AMP's Accountant's Report due on or before 31<sup>st</sup> March 2007 had not been received.
107. The IO attended initially at the offices of AMP and found them to be abandoned. He then went to the offices of BKS and met with Mr Sharma who indicated that he was unaware of the whereabouts of Mr Ashraf. He was unable to produce any books of

account for the practice of AMP, indicating that they were maintained by Mr Ashraf. Mr Sharma said that either he or Mr Ashraf could operate AMP's accounts and he had instructed AMP's bank to freeze its accounts. During the following week Mr Sharma had apparently visited the premises of AMP with the landlord, another solicitor - a former partner in AMP, who had changed the locks.

108. The IO had been unable to compute total liabilities to clients of AMP on a designated date, 30<sup>th</sup> April 2007.
109. The IO had also commenced an inspection of BKS with the same designated date, 30<sup>th</sup> April 2007. Mr Sharma had indicated that the books of account were with his Reporting Accountants and he had confirmed that the last full reconciliation of the clients' ledger had taken place as at 31<sup>st</sup> July 2006. The IO had not been able to compute client liabilities for BKS at 30<sup>th</sup> April 2007.
110. Mr Sharma had indicated to the IO that he had never worked for AMP and that Mr Ashraf had never worked at BKS. It was Mr Sharma's position that he and Mr Ashraf had undertaken a "verbal commercial agreement" as opposed to a partnership agreement in order that each of their practices could obtain panel status with lending institutions; their respective names were to be on both firm's letterhead when that did not reflect the true position.
111. Mr Sharma had also confirmed to the IO that there was a similar arrangement between himself and Mr Javed in relation to BKS and Conifer and Pines.
112. During June 2007 information had been received by the SRA that substantial sums had been transferred by telegraphic transfer to AMP's client account by Nationwide (£182,000) and Abbey (£387,220) on 27<sup>th</sup> April 2007 but that the conveyancing transactions to which they related had not been completed. It subsequently transpired that £410,000 had been transferred from AMP to an Abbey business account in the name of MA Associates and £50,000 to JNB Compass Ltd. Mortgages securing advances to Abbey had not been registered in respect of another ten properties.
113. The SRA had written letters to Mr Sharma and Mr Ashraf during June, to which Mr Ashraf did not respond. In a letter of 11<sup>th</sup> June 2007 to the SRA Mr Sharma had indicated that the agreement with Mr Ashraf was in fact a partnership agreement and he set out their respective involvement in each of the two practices.
114. Two months after his first inspections the IO commenced further investigations into both AMP and BKS on 9<sup>th</sup> June 2007. Mr Sharma told the IO of the steps he had taken with regard to AMP files. He confirmed that he had been unable to locate any books of account. The IO obtained copy bank statements and made further enquiry, in particular of AMP's bookkeeper and Reporting Accountants. The firm's books of account were not produced.
115. In relation to BKS, Mr Sharma had produced client bank account reconciliations for the period April-July 2006 to the IO but as the books of account were still incomplete, the inspection was suspended until the end of August.

116. When the IO met with BKS's Reporting Accountant he learned that the client bank account had been reconciled up to 31<sup>st</sup> May 2007 but the client ledger had not been written up owing to unidentified receipts into client account not credited to individual client ledger accounts.
117. Mr Sharma indicated that he proposed to change his accountants and that he would forward completed reconciliations when he had them. They had not been received.
118. On the first occasion the IO met Mr Javed, Mr Javed confirmed that he had not seen any BKS reconciliations but he understood that the books were with the Accountants. On the second occasion Mr Javed indicated that he had resigned from BKS.
119. The undertaking given by AMP to Steeles on 29<sup>th</sup> August 2006 to be responsible for payment of legal fees had not been discharged.
120. With regard to Mrs P's complaint about AMP, there had been a failure to respond to correspondence from the SRA and the IPS award had not been paid.
121. Complaints had been made by R Trevor Munn and Ms R about BKS. A number of letters had been addressed to Mr Sharma about these matters, but he had not cooperated or replied, amounting to a failure to comply with the Solicitors Code of Conduct 20.03.
122. In February 2008 an IO investigation was commenced at Mr Javed's firm, Conifer and Pines. At that time Mr Javed was practising in partnership with a Registered Foreign Lawyer.
123. In the course of the inspection the IO identified a possible fraud against the registered proprietor of a Birmingham property and a lending institution.
124. C&P had acted for an apparent purchaser, Mr H, and The Mortgage Business Plc which had advanced £592,000 towards a purchase price of £740,000. The apparent vendor was represented by Essex Solicitors a few doors away from C&P, a firm where Mr Javed previously had worked.
125. The vendor's ID documents were on the purchasing client's file. The ID documents of the vendor and the client had been certified by separate firms of solicitors in Birmingham. The passport for the apparent vendor appeared to be false.
126. Initial contact regarding the transaction came from the lender on 31<sup>st</sup> October 2007. Mr Javed stated that Mr H visited his offices on 7<sup>th</sup> November 2007. Mr Javed signed a certificate of title on 13<sup>th</sup> November 2007. A client care letter was dated 13<sup>th</sup> November 2007. Simultaneous exchange and completion took place on 19<sup>th</sup> November 2007. Mr Javed had made the necessary arrangements for the purchase price to be transferred to Essex Solicitors, having just returned to the country that morning.
127. No draft transfer had been forwarded to Essex Solicitors until 5<sup>th</sup> December 2007. A restriction had been registered at the Land Registry by the true proprietor of the Birmingham property.

128. An executed transfer was not provided by Essex Solicitors until 26<sup>th</sup> February 2008. It appeared that the conveyancing had been undertaken by Mr S, an unadmitted person in the firm of Conifer and Pines.
129. Mr Ashraf had not complied with directions made on 15<sup>th</sup> July 2008. He had provided some documents and was understood to be in Pakistan. Mr Sharma had filed a statement dated 2<sup>nd</sup> March 2009 and had made certain partial admissions.
130. Mr Javed had produced a statement dated 14<sup>th</sup> July 2008. He had admitted certain breaches of Rule 32 of the SAR (accounting records which must be kept) but had denied a breach of Rule 34 (production of records). At the hearing Mr Javed denied everything that had been alleged against him.
131. Rule 6 of the SAR provided:

"All the principals in a practice must ensure compliance with the rules by the principals themselves and by everyone working in the practice."
132. The only AMP documents produced to the IO were those produced by AMP's Accountant. In relation to BKS, Mr Sharma confirmed on 9<sup>th</sup> May that the last full reconciliation had been undertaken at 31<sup>st</sup> July 2006. He had also confirmed that the books and records with his Accountants were not sufficient or complete. In his oral evidence he explained that a number of records had been kept.
133. Mr Javed claimed to have had no knowledge of the BKS accounts.
134. It was not clear when Mr Ashraf left the country, thereby abandoning the practice of AMP. Monies had been telegraphically transferred to AMP on 27<sup>th</sup> April 2007. Mr Sharma discovered that the premises had apparently been abandoned in April and indicated that he had been unable to contact Mr Ashraf for two weeks and so on 3<sup>rd</sup> May 2007 he froze AMP's bank accounts. The IO found post had accumulated behind the door on 9<sup>th</sup> May 2007. It appeared the former client, Mrs P, may have found the office closed on 1<sup>st</sup> May 2007.
135. There had been a clear failure by Mr Sharma to supervise Mr Ashraf and as a consequence, substantial funds had been removed from client account. Work had not been appropriately carried out (Mrs P's complaint and failures to register Abbey mortgages).
136. Mr Sharma permitted AMP's landlord to take possession of client files.
137. Mr Sharma made it clear to the IO that the "partnership" was in name only, in order that the two firms could acquire panel status with lender institutions.
138. In the absence of Mr Ashraf, Mr Sharma needed to find a new partner to ensure reinstatement on lenders' panels. Mr Javed became a partner on 3<sup>rd</sup> May albeit the "agreement" was dated 9<sup>th</sup> May. Mr Sharma had confirmed to the IO that he invited Mr Javed to be a partner in order to be able to continue with panel status following Mr

Ashraf's "resignation". Mr Sharma had confirmed that Mr Javed did not work at BKS nor did he exercise any supervisory function.

139. Subsequently Mr Sharma had given a different picture. Mr Javed had asserted that it was a true partnership.
140. It was the Applicant's submission that the agreements entered into were sham partnerships for the purposes only of obtaining panel status with lending institutions. There was no commonality of business with a view to making joint profits, quite the reverse. As between Mr Sharma and Mr Ashraf there was no written agreement. Whilst there was provision for Mr Sharma to operate AMP bank accounts it was clear that Mr Sharma knew nothing about the financial position at AMP. There was no supervision.
141. Mr Sharma made a number of assertions as to the true position at interview with the IO. He had subsequently sought to retract these indicating that he did not say what was alleged. He had given oral evidence and the Tribunal would make findings of fact.
142. As between Mr Sharma and Mr Javed there was what purported to be an agreement. It was of its very nature contradictory. It was however clear that the two practices were being operated entirely separately. There was an agreement between BKS and C&P. Finances were separate. Mr Sharma's intentions were clear. Mr Javed did not have sight of any accounts before entering the agreement.
143. This type of conduct amounted to a breach of fundamental principles. A solicitor was required to be a person of integrity. Solicitors in partnership are jointly and severally responsible for, inter alia, client account and compliance with the SAR. They hold themselves out as such and therefore it is incumbent upon them to undertake due diligence.
144. In relation to a number of complaints, the First Respondent had shown a blatant disregard for his regulator and his responsibilities to respond promptly and substantively to enquiries.
145. With regard to the transaction relating to the Birmingham property undertaken by CP, there were a number of suspicious issues. The initial contact came from the lender. There was an attendance note on the file stating that a firm other than Essex Solicitors was acting for the vendor. The purchaser was not providing the balance of the purchase price himself. The vendor's ID documents were on file. Those ID documents showed an address different from that of the property being sold. There had been no correspondence with the purchaser client nor a client care letter.
146. Mr Javed failed to comply with the lender's instructions. The lender was also his client. He failed to comply with an undertaking.
147. It was Mr Javed's contention that the "transaction proceeded in an unremarkable manner". He stated that the additional funds of £148,000 received from Expedited Limited were not in fact bridging finance, but were monies belonging to the

purchaser. The funds were received on 19<sup>th</sup> November 2007 by C&P and paid out on the same date.

148. Mr Javed had indicated that he had no reason to believe that this was a fraudulent transaction until receipt of a letter from the lender's solicitors dated 23<sup>rd</sup> April 2008 and yet he had received the transfer only on 26<sup>th</sup> February 2008 and had been notified on 25<sup>th</sup> March 2008 of a restriction on the title.
149. Serious issues in conduct were raised regarding this transaction and the Tribunal was invited to find that Mr Javed had acted recklessly.

#### The Submissions of Mr Sharma

150. After successfully practising both in the City and in other firms, where he gained experience in the fields of immigration, litigation and landlord and tenant, in August 2005 Mr Sharma took the plunge and decided to set up his own firm, BKS Solicitors. He was a sole practitioner. Things were very slow to begin with and very little work was coming in. In order to meet his overheads and improve turnover, Mr Sharma started to take on conveyancing work. He accepted introductions from mortgage brokers and started to get on to lenders' panels. He gradually started to make money. However, as a sole practitioner he was only able to get on some lenders' panels as most lenders required a firm to be a partnership. He began to make enquiries of fellow solicitors and brokers to see if there was anyone available to help him. In February 2006 Mr Sharma was introduced to Mr Ashraf at another firm.
151. Mr Ashraf had taken over AMP. He was purportedly a Registered Foreign Lawyer and as such he needed a supervising partner so he could practise. Mr Sharma needed a partner so he could get on to lenders' panels for conveyancing work. Mr Sharma had checked with The Law Society that Mr Ashraf was a Registered Foreign Lawyer and they confirmed that he was. Mr Ashraf produced his practising certificate. Mr Sharma went on to Mr Ashraf's letterhead as a partner and Mr Ashraf's name appeared on BKS Solicitors letterhead.
152. There was no written partnership agreement with Mr Ashraf. It was an oral agreement. Mr Sharma was accepted onto the panels of most lenders and the conveyancing work at BKS Solicitors began to flow in. The money was coming in and business was good. Mr Sharma was able to acquire larger offices and employ more staff. At the same time he did not neglect his supervisory role of Mr Ashraf.
153. Mr Sharma's supervision of Mr Ashraf was achieved by his attending AMP on a regular basis, being updated on incoming and outgoing post and speaking with Mr Ashraf daily and having fortnightly meetings with him.
154. Mr Sharma had access to AMP files and had input in AMP matters. He routinely checked the complaints file and had sight access to AMP's business accounts. Additionally Mr Sharma was in regular contact with AMP's bank manager and he was a signatory on the firm's client and office cheque books.
155. Mr Ashraf attended the offices of BKS on a regular basis.

156. In February 2007 Mr Sharma felt that he could no longer carry on with his supervisory role. He had his own pressures running BKS and he resigned as a partner of AMP on 28<sup>th</sup> February 2007, notifying The Law Society by email.
157. In April Mr Ashraf asked Mr Sharma to become a partner again for another month as he had not yet found a replacement partner saying he was in talks with someone who was going to become his partner in May. Mr Sharma foolishly agreed. Subsequently Mr Sharma found out that he had absconded on or around the 27<sup>th</sup> April 2007 after apparently misappropriating client funds. Mr Sharma could not contact Mr Ashraf. Mr Sharma resigned again on 2<sup>nd</sup> May 2007, and again notified The Law Society by email. He froze AMP's bank accounts.
158. Mr Sharma had not intended to mislead lenders or other clients. He tried at all times to act with due diligence and integrity.
159. Mr Sharma had had no reason to suspect Mr Ashraf. Mr Sharma had later come to learn of Mr Ashraf's nefarious activities.
160. The Law Society had intervened into AMP on 29<sup>th</sup> August 2007 on the ground that there was reason to suspect dishonesty on the part of Mr Ashraf. Mr Sharma had cooperated with the SRA in every way.
161. Restrictions had been placed on Mr Sharma's practising certificate with effect from 18<sup>th</sup> October 2007, the Adjudication Panel having taken the view that Mr Sharma should continue to act as a solicitor only in a position which provided a high level of support and supervision. The restrictions had had a catastrophic effect on his professional and family life. His staff lost their jobs and Mr Sharma lost his livelihood.
162. Mr Sharma's agreement with Mr Ashraf was an oral one. Mr Sharma had every intention to form a partnership and had no intention to mislead lenders. 90% of Mr Sharma's work with lenders was with the HBOS group which would instruct sole practitioners and there were other lenders who would also instruct sole practitioners.
163. Mr Sharma's agreement with Mr Javed was written and they had every intention of forming a partnership and had no intention to mislead lenders. In hindsight Mr Sharma accepted it might appear to be an agreement not to form a partnership. At that time matters were progressing with the SRA and they were rushing and were worried about their futures. In any event their partnership did not last long, about a month.
164. With regard to the books of account of BKS, Mr Sharma had instructed his Reporting Accountants well in time to prepare his Accountant's Report. The accountants told him that they were experts in solicitors' accounts and would have them prepared. Mr Sharma had provided his ledger cards and a box of papers with his billing books containing cheque stubs, invoices, bank statements and ledgers. After chasing the Accountants for almost a month in December 2006 they finally sent the Accountant's Report in February 2007, after obtaining an extension of time from the SRA.

165. Mr Sharma naturally had believed that his books and accounts were in order. When the IO requested sight of the books Mr Sharma had no problem with this and explained they were with his accountants whom he arranged to visit the following day. The accountants had not been able to produce the books as they were in process of moving and said they would produce them within a certain time frame. They never did. Mr Sharma had paid substantial fees to his accountants and he considered them to have been negligent. They had let him down. He had felt compelled to instruct another firm in their place. As a result of events Mr Sharma's health began to fail and his firm was intervened into.
166. Mr Sharma was a man of integrity. In eleven years of qualification he had never had any complaints made against him by his professional body. He had always acted in the best interests of the profession and with the utmost integrity. He felt embarrassed that his reputation had been tarnished.

#### The Submissions of Mr Ashraf

167. In the documents sent by Mr Ashraf to the Tribunal it was Mr Ashraf's stated position that Mr Sharma was the supervising partner both in AMP and BKS. Mr Ashraf was only a Registered Foreign Lawyer in both of these multinational practices. Mr Sharma did in fact carry out formal supervision of AMP.
168. Mr Ashraf denied that he had abandoned the practice of AMP. His absence had been notified in advance and had been necessary because of the matrimonial proceedings that he was facing. He had told his staff that he could be contacted on his mobile phone. Mr Ashraf did not abandon or abscond from the firm.
169. When Mr Ashraf returned to his office he found that he had been locked out and learned that Mr Sharma had resigned from their partnership.
170. Mr Sharma said that he had found that a large amount of money had been appropriated by BKS and that was the responsibility of Mr Sharma. Mr Ashraf felt that he had been made a scapegoat. Mr Ashraf considered that he was a victim of others. In summary, he recognised that he had limits as a Registered Foreign Lawyer and his role was no more than assisting his senior principal. He had no idea of what had happened in his absence. All the accounts and books and other important managing and property issues had not been dealt with by Mr Ashraf as such matters were the responsibility of his supervisor.

#### The Submissions of Mr Javed

171. Mr Javed was born in Pakistan where his father and grandfather were lawyers. He studied law at the Punjab University and qualified in 1998 obtaining a distinction. He came to the United Kingdom in 2003 and, after being a Registered Foreign Lawyer, was admitted as a solicitor in 2005. Following this he worked for a firm of solicitors. Having obtained a waiver from The Law Society, Mr Javed set up his own firm, Conifer and Pines, on 16<sup>th</sup> April 2007.
172. While he was setting up Conifer and Pines Mr Javed was introduced to Mr Sharma by one of his employees known to Mr Javed socially in Pakistan. Mr Sharma's practice

was a few doors away from the proposed Conifer and Pines premises. Mr Sharma was a charming and helpful man. He gave the impression of being very experienced and was friendly, encouraging and helpful. While Mr Javed was setting up his firm he and Mr Sharma maintained a friendly relationship which continued. Their offices were a short distance from each other and Mr Javed and Mr Sharma often visited each other. They began to discuss the possibility of a joint venture between the firms with a view to obtaining business from clients in India and Pakistan where they had contacts. After discussing this idea for a while they decided to go ahead with this joint venture. During their discussion, Mr Sharma suggested that they should also become partners in one another's firms as this would be a good idea because they could supervise one another's practices during holidays or when one was abroad. Mr Sharma told Mr Javed that his current partner had left the firm. Mr Javed later learned that this was Mr Ashraf. The proposal seemed reasonable to Mr Javed. It was not proposed that either would share in the profits of the other's firm. The agreement to launch the joint venture was a separate agreement from the partnership agreement.

173. On 3<sup>rd</sup> May 2007 Mr Javed notified The Law Society that he had become a partner at BKS. He also notified his indemnity insurers. Mr Javed had hoped that Mr Sharma's experience in civil litigation would enable C&P to undertake such work and he increased his indemnity insurance to cover this field.
174. Mr Javed had no idea that BKS was being investigated by the SRA or the seriousness of the matters being investigated. He would not have become a partner if he had known. Mr Javed had asked to see BKS's books of account before he became a partner but Mr Sharma had explained that they were at the Accountants and he would produce them as soon as they came back. Mr Javed accepted that he had made a terrible mistake in this respect.
175. On 9<sup>th</sup> May 2007, BKS entered into a written partnership agreement. It was a partnership agreement between the two firms and did not directly relate to Mr Javed becoming a partner at BKS.
176. Mr Javed subsequently learned of the problems at BKS established by the IO.
177. At no time did Mr Sharma suggest Mr Javed was not going to be a "real" partner or that his being named as a partner was to enable Mr Sharma to remain on lenders' panels.
178. Mr Javed had offered to show Mr Sharma his own reconciliations before he became a partner but was told there was no need.
179. Mr Javed did not have a clear recollection but he did recall visiting BKS's office and not being able to see Mr Sharma because he was "in with someone". A member of staff said Mr Sharma was with a man from the SRA who was carrying out an investigation. Mr Javed had been concerned and had later accepted Mr Sharma's word that he had been asked a few questions and everything would be cleared up when the books were returned by the accountants.
180. Mr Javed had been surprised and angry to receive the IO's Report on BKS.

181. When he confronted Mr Sharma about its contents he said it was all a misunderstanding. He denied ever saying the things the IO had reported. He repeated that all would be well when the accountant returned the accounts. He admitted that the reconciliations were not up to date but said that this was because the accountants were taking so long with the books of account. Mr Sharma was still very convincing but by this stage Mr Javed's faith in him had been severely shaken. Mr Javed recognised that he should have terminated the partnership at this stage. He had, however, on 25<sup>th</sup> July 2007 informed The Law Society that he was no longer a partner at BKS.
182. Mr Javed had had meetings with the IO at which he pointed out that in the short period of time that he had been in partnership with Mr Sharma, he had not seen and had had no input into BKS's books of account or compliance with the SAR. Mr Javed had responded to enquiries made by the SRA explaining his position.
183. It had been reported that an SRA representative had telephoned BKS on 9<sup>th</sup> July 2007 and asked to speak to Mr Javed. She was told by the receptionist that "no Mr Javed works at this firm" and that the receptionist was unaware of a Mr Javed attending BKS's offices. Mr Sharma's explanation was that Mr Javed was known as "Mr Ali" or "Mo" (short for Muhammed) at BKS and that the receptionist had been a part time employee.
184. With regard to the conveyancing transaction involving the Birmingham property, Mr Javed relied on the evidence he gave about this. He had no reason for his suspicions to be aroused. He had conducted the transaction in the belief that it was entirely genuine.
185. Mr Javed invited the Tribunal to find that at no time did he ever act in a dishonest manner. He had come to realise that he took a very unwise risk in joining BKS without first checking that its accounts and reconciliations were in order. He did not appreciate at the time the risk he was taking and he placed too much faith in Mr Sharma. He did not think through what he was doing adequately.

#### **The Tribunal's Findings of Fact**

186. The Tribunal did not accept Mr Ashraf's statement that he had not abandoned the office of AMP but had notified all relevant parties that he would be away and had made arrangements for client work to be maintained. The Tribunal found that Mr Ashraf had simply left and had abandoned the practice of AMP as was evidenced by the appearance of the AMP offices when the IO attended and as was confirmed by the landlord and Mr Sharma. Because Mr Sharma was a partner in the firm of AMP it followed that such abandonment was also his responsibility and the Tribunal found that the steps that Mr Sharma took were not sufficient to correct Mr Ashraf's personal abandonment.
187. The Tribunal found that Mr Sharma did not exercise proper supervision over Mr Ashraf, a Registered Foreign Lawyer, as Mr Ashraf was able to fail to deal with post-completion formalities in a number of conveyancing transactions, to abandon the offices of AMP, and not to comply with the Solicitors Accounts Rules ("SAR").

188. Further the Tribunal found that Mr Ashraf had been convicted, under his alternative name of Muhammad Jamal, of a criminal offence involving a false passport.
189. Mr Ashraf had not complied with an undertaking given by AMP to Steeles Law to be responsible for a landlord's costs whether or not the matter proceeded to completion.
190. The copy correspondence before the Tribunal demonstrated that Mr Ashraf had not dealt with the SRA in an open, prompt and cooperative way. The Tribunal noted that Mr Ashraf had given details of his matrimonial difficulties but had not addressed substantive professional issues.
191. The Tribunal found that Mr Sharma and Mr Ashraf were in a partnership. They were held out as such on the letterhead of AMP and BKS. Mr Ashraf could not have practised as a Registered Foreign Lawyer without being in a partnership with a solicitor and Mr Sharma would not have been instructed by a number of mortgage lending institutions if he had been a sole practitioner.
192. Because Mr Sharma and Mr Ashraf were in partnership both were liable for compliance with the SAR at AMP and BKS. The Tribunal accepted the IO's evidence and found that both had been in breach of the SAR at both offices.
193. An undertaking had been given to Steeles and had not been discharged. Because of the partnership, it followed that Mr Sharma was in breach of the undertaking given by AMP to Steeles. Mr Ashraf was primarily responsible for the breach.
194. In his non-response to the LCS and the SRA Mr Sharma had not dealt with the SRA in an open, prompt and cooperative way. Mr Sharma accepted that he had not responded to correspondence in the matters of Mrs P, Trevor Munn and Ms R. He said that he had responded to the SRA and the LCS matter of Mr and Mrs B. There was no documentary evidence of this before the Tribunal and the Tribunal did not accept Mr Sharma's evidence. The Tribunal found that Mr Sharma did not respond to SRA/LCS correspondence in the matter of Mr and Mrs B.
195. The Tribunal also found that Mr Sharma did not comply with the Adjudicator's IPS award to Mrs P.
196. The Tribunal found that Mr Javed was a partner with Mr Sharma. Mr Sharma had ceased to be in partnership with Mr Ashraf and as set out above would not be instructed by a number of mortgage lenders had he been a sole practitioner.
197. Mr Javed was liable as a partner for the breaches of the SAR at BKS.
198. Mr Javed had failed to comply with the undertaking implicitly given in accepting instructions and in the certificate of title given to The Mortgage Business Plc, namely to provide that lender client with information relevant to its decision to lend, nor did he take proper steps to perfect his lending client's security.

## **The Tribunal's Findings relating to the allegations**

### The original statement

199. The Tribunal found allegation (i) to have been substantiated against Mr Sharma (breaches of Rules 32 and 34 of the SAR). That allegation was also substantiated against Mr Ashraf.
200. The Tribunal found allegation (ii) to have been substantiated; both Mr Sharma and Mr Ashraf abandoned the practice of AMP.
201. Allegation (iii) was found to have been substantiated. Mr Sharma did not exercise proper supervision over Mr Ashraf, a Registered Foreign Lawyer.
202. The Tribunal found allegation (iv) to have been substantiated - Solicitors Practice Rule 1(e). Mr Ashraf did not properly deal with conveyancing matters and left clients open to the danger of their titles and/or interests not being perfected and he therefore did compromise the solicitors' proper standard of work.
203. The Tribunal found allegation (v) to have been substantiated. The Tribunal was satisfied that Mr Ashraf had been convicted and sentenced to a term of imprisonment for a criminal offence that involved dishonesty. Mr Ashraf did not admit this allegation but in the documents provided by him to the Tribunal he had not denied it, but rather had offered mitigating circumstances.

### The First Supplementary Statement

204. The Tribunal found allegations (vi) and (vii) to have been substantiated against all three Respondents who as partners were liable for breaches of the Solicitors Accounts Rules and in the manner in which they conducted themselves with regard to the partnership arrangements they had compromised their integrity.

### Second Supplementary Statement

205. Allegation (viii) was substantiated against Mr Sharma and Mr Ashraf, both of whom were liable as partners for the breach of the undertaking.
206. Allegation (ix) had been admitted by Mr Sharma, Mr Ashraf denied the allegation but the Tribunal found it was substantiated against him.

### Third Supplementary Statement

207. Allegation (x) against Mr Sharma relating to his failure to comply with a decision relating to inadequate professional services was found to have been substantiated.
208. Allegation (xi) had been admitted by Mr Sharma and was found to have been substantiated against him.

#### Fourth Supplementary Statement

209. Allegation (xii) against Mr Javed namely that there had been breaches of certain of the core duties set out in Rule 1 of the Solicitors Code of Conduct 2007 in relation to the conveyancing transaction relating to the Birmingham property, the Tribunal found that allegation to have been substantiated to the extent that he had been guilty of breaches of 1.04 of Rule 1 (not acting in the best interests of clients), 1.06 (he had behaved in a way that was likely to diminish the trust that the public placed either in himself or the solicitors' profession) but the Tribunal did not find that Mr Javed had acted in breach of 1.02 (namely that he had not acted with integrity).
210. The Tribunal found allegation (xiii) against Mr Javed, namely the breach of undertaking to have been substantiated, the undertaking relating to the provision of material information to his mortgage lender clients.
211. Allegation (xiv) the Tribunal found the allegation of failure to supervise to have been substantiated against Mr Javed as it was his staff who had conduct of the conveyancing matter which bore the hallmarks of mortgage fraud.

#### Fifth Supplementary Statement

212. Allegation (xv) related to a failure on Mr Sharma's part to deal with correspondence addressed to him. Mr Sharma had admitted that allegation and the Tribunal found it to have been substantiated.

#### Sixth Supplementary Statement

213. Allegation (xvi) was a further allegation against Mr Sharma in that he had failed to deal with correspondence addressed to him in connection with Mr and Mrs B. He had denied that allegation but the Tribunal found it to have been substantiated.

#### Claims on The Law Society's Compensation Fund

214. The Applicant notified the Tribunal that claims had been made against the Compensation Fund being a mixture of claims relating to AMP and BKS. No claims had been made in respect of Mr Javed or Conifer and Pines.

#### Costs

215. The Applicant handed up a schedule setting out her costs calculations. She sought the costs of and incidental to the application and enquiry.

#### Mr Sharma's submissions in mitigation

216. Mr Sharma had been a postman when he left school. He had taken day release to study for his 'A' levels and had worked hard to qualify. He had been proud of his academic and professional achievements, as had his family.

217. Mr Sharma had worked as a solicitor both in the City and the provinces. He had been very proud to set up his own firm in 2005. His professional conduct and ability had never been called into question.
218. Mr Sharma had been introduced to Mr Ashraf in February 2006. He had checked his qualification and his practising certificate and they had entered into a partnership. Mr Ashraf absconded with £1.8m.
219. As a result of what had happened The Law Society had intervened into Mr Sharma's firm. His health had suffered and he had undergone psychiatric treatment. Mr Sharma had thought that it all would go away and be normal. Mr Sharma's family life and mental health had suffered severely. It was his health problems that had prevented him from dealing properly with correspondence.
220. Mr Sharma had worked hard all his life and everything had been taken away from him in a matter of days. The loss of his practice and the allegations against him had had an enormous impact on him. He would have to face the consequences.
221. Mr Sharma had not been dishonest. He had never formulated any intention to be dishonest and had always tried to act with the utmost integrity.
222. Mr Sharma said the sole reason for the SRA's visit to him was the actions of a crook to whom the SRA had granted a practising certificate knowing that that person had no immigration status at the time.
223. Supervision of a crook and a rogue was difficult when the supervisor had no idea of his cruel intentions. He had been deceived by a crook.
224. There had been no suggestion that Mr Sharma had misappropriated client funds.
225. Mr Sharma had tried his best to get the books of BKS brought up to date. He had been let down by his accountants. That had had a catastrophic effect. Mr Sharma had done his best to be frank and not to mislead the IO.
226. Mr Sharma had spent two years of his life bearing the brunt of what had happened as had his family. He had two children of school age. They had not been able to have holidays, their membership of clubs had had to be cancelled and they had no outings. Mr Sharma had been separated from his wife for three or four months when he was depressed.
227. Mr Sharma had arrears on his mortgage and was not at the date of the hearing able to afford to pay for a practising certificate.
228. Mr Sharma attributed the position in which he found himself to the actions of one man.
229. Mr Sharma came from a good background. He had a sister who was a solicitor and his brother was employed as an IT consultant with a reputable organisation. Mr Sharma had always acted with the best of intentions. He would not knowingly have

thrown away his career. He was always keen to help others. He had been as much the victim of fraud as others.

230. Mr Sharma had been proud to be a solicitor. Being a solicitor had been his livelihood and he was anxious that that should not be taken away from him. He had learned many painful lessons and hoped that he might be allowed to put all the unfortunate events behind him.
231. Were the Tribunal minded to place conditions on his practising certificate, Mr Sharma accepted that it would be appropriate that he be required to attend management and accounts courses and possibly file Accountant's Reports more often than annually.
232. Mr Sharma was an honest man who did not deserve to have the ultimate sanction imposed upon him.

#### The submissions in mitigation of Mr Javed

233. Mr Javed pointed out that when the IO visited BKS he had been a partner in that firm for only six days. He had been unaware of the situation relating to the books of account of the firm. He would not have stayed there for ten weeks had he known.
234. Mr Javed's financial situation was not good. He had to look after his family.
235. Mr Javed's father and grandfather had practised law and it was the only career that Mr Javed knew.
236. As a result of all that had happened Mr Javed had learnt his lesson. He had learnt from his mistakes and had learnt to recognise his limitations.
237. Mr Javed apologised for what had happened and he would never again allow a similar situation to arise.
238. At the date of the hearing Mr Javed was practising as a solicitor. A condition had been placed on his practising certificate preventing him from undertaking conveyancing work. The condition on his practising certificate was in the public domain and adversely affected the level of instructions received by him. Mr Javed did not have any partners. A former partner had left because of lack of work at the firm. Mr Javed was assisted financially by borrowing money from friends. He told the Tribunal that he did not have sufficient funds to renew his practising certificate. In so far as professional indemnity was concerned he confirmed that he was in the Assigned Risks Pool.

#### **The Tribunal's sanctions and its reasons**

239. The Tribunal had not been assisted by the large number of supplementary statements containing further allegations in this case. Whilst it has found allegations to have been substantiated the Tribunal questions the fairness to a Respondent when taking a build up of allegations after the commencement of the disciplinary process. Delays are caused to the Tribunal which needs to conclude its work in a timely manner if it is to preserve the confidence of the public in the profession.

Mr Ashraf

240. Mr Ashraf remained registered as a Foreign Lawyer. Having found serious allegations to have been substantiated against him including a conviction for a criminal offence involving dishonesty, it was right both for the protection of the public and for the good reputation of the solicitors and registered foreign lawyers' professions that he be struck off the register. The Applicant had also applied that an Order pursuant to s.43 of the Solicitors Act 1974, restricting his employment within the solicitors' profession, be made in respect of him as a striking off the register of foreign lawyers did not automatically prohibit his employment within solicitors' firms. The Tribunal considered that the public and the profession would properly be safeguarded by the making of such Order and it therefore made such Order.

Mr Sharma and Mr Javed

241. The Tribunal had found that both these Respondents had entered into partnerships which were in reality a sham. Mr Sharma himself had made it plain that he required a partner to demonstrate to institutional lenders that he was not a sole practitioner as such lenders in practice would not instruct a sole practitioner to handle mortgage work which in turn would make a sole practitioner solicitor less attractive to a purchasing client as costs would be likely to be increased if that client had to pay not only for a solicitor acting on his purchase or sale but also pay another solicitor acting for his mortgage lender.
242. The nature of the relationships between the Respondents were not such that the partners provided to each other the checks and balances inherent in a partnership. Members of the public were entitled to expect solicitor partnerships to mean that there is a deep and committed involvement of each partner in the firm and that the public would be protected by the acceptance of liability by one partner for the actions and omissions of another partner in the firm.
243. Although the Tribunal considered that the partnerships were "sham" the individuals were held out to the public on the respective firms' letterheads as being partners. To that extent they could not avoid absolute liability for such matters as breaches of undertaking by another partner and failure to comply with the Solicitors Accounts Rules.
244. It was noteworthy that Mr Javed had faced an allegation of not acting with integrity in the transaction relating to the Birmingham property. The Tribunal considered that Mr Javed was perhaps extraordinarily stupid but they did accept that his suspicions were not aroused and the reasons he gave as to why that should have been the case. He had nevertheless exhibited serious shortcomings. He had not been protected from his own inexperience by the fact that The Law Society granted him a waiver of the usual three year qualification rule before being able to set up as a sole practitioner.
245. The Tribunal concluded that the good reputation of the solicitors' profession would be protected by imposing periods of suspension upon these two Respondents. The Tribunal recognised that the public interest would be met by the fact that the Law Society would be most unlikely to issue practising certificates to either of these

Respondents without it first being satisfied that they had become fully conversant with the Solicitors Accounts Rules and the Rules and Codes of Conduct that apply to members of the solicitors' profession.

246. The Tribunal concluded that it would be both appropriate and proportionate to impose a period of suspension upon Mr Sharma of two years and upon Mr Javed of six months. These periods of suspension reflected the seriousness of their respective misconduct and their respective levels of culpability.
247. With regard to the question of costs, the Tribunal, having considered the Applicant's application and the schedule setting out her calculations, concluded that it would fix the Applicant's costs at £107,000. It was right in all of the circumstances that the Respondents be liable for the payment of such costs. The Tribunal apportioned the fixed costs between the three Respondents to reflect the levels of seriousness of their respective conduct and the time that the particular allegations had taken up.
248. The Tribunal had considered the means of the Respondents. The Tribunal had not been notified of Mr Ashraf's means. Mr Sharma and Mr Javed clearly were in a parlous financial position. They were however young men who were capable of employment and who might well eventually return to practice as solicitors.
249. The Tribunal accepted the Applicant's assurance that the SRA would exercise a proper judgement when seeking to recover costs from the Respondents. The Tribunal Ordered that Mr Ashraf should pay £35,000, Mr Javed should pay £20,000 and Mr Sharma should pay £52,000 and that their liability for costs should be several.

DATED this 26<sup>th</sup> day of February 2010  
on behalf of the Tribunal

AHB Holmes  
Chairman