

Talwinder Jason Purewal

Employee

670403

Employee-related decision Date: 1 May 2020

Decision - Employee-related decision

Outcome: Control of non-qualified staff (Section 43 / Section 99 order)

Outcome date: 1 May 2020

Published date: 18 June 2020

Firm details

Firm or organisation at time of matters giving rise to outcome

Name: DAC Beachcroft LLP

Address(es): Tricorn House, 51-53 Hagley Road, Edgbaston, Edgbaston, Birmingham WEST MIDLANDS B16 8TP, England

Firm ID: 441018

Firm or organisation at date of publication

Name: Shakespeare Martineau

Address(es): No 1 Colmore Row, Birmingham, B4 6AA2

Firm ID: 442480

Outcome details

This outcome was reached by SRA decision.

Decision details

To make a section 43 order in relation to Mr Purewal with immediate effect that: 3.1.1 no solicitor shall employ or remunerate him in connection with his/her practice as a solicitor; 3.1.2 no employee of a solicitor shall employ or remunerate him in connection with the solicitor's practice;

3.1.3 no recognised body shall employ or remunerate him;

3.1.4 no manager or employee of a recognised body shall employ or remunerate him in connection with the business of that body;

3.1.5 no recognised body or manager or employee of such a body shall permit him to be a manager of the body; and



3.1.6 no recognised body or manager or employee of such a body shall permit him to have an interest in the body except in accordance with the SRA's permission.

3.2 Mr Purewal is directed to pay the sum of £600 in relation to the SRA's costs of investigating this matter.

Reasons/basis

Mr Purewal accepts the facts are correct but does not accept the allegation as proven or a breach of SRA Principle 2. This principle states that an individual should act with integrity. Integrity relates to one's own moral compass. It is about ensuring one's actions are not misleading and can be relied upon.

6.2 I have considered carefully Mr Purewal's response to the notice and his explanation as to why he has not acted as alleged. I accept that Mr Purewal is relatively new to the legal profession and requires adequate training and supervision. I also accept that it is possible to make mistakes without such training. But that is not fully the case here. Mr Purewal himself states he has worked on 250 cases, and so has some degree of knowledge and experience.

6.3 Mr Purewal was asked a simple straightforward question. "Can you please confirm in open correspondence that the claimant has signed the amended statement that was served at 5:05pm yesterday, 4 October 2018?" This question was precise, detailed and only required a yes or a no answer. No training or supervision is needed to answer such a simple question. Mr Purewal responded with "our client signed the statement however the incorrect statement was filed".

6.4 Mr Purewal acknowledges that his response may have been misconstrued. He refers to lack of training in dealing with amended statements. I am not persuaded by his representations. The question required a simple yes or no answer. Mr Purewal says in his representations he did not realise he was doing anything wrong. If that was Page 6 of 10

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6.7.1 At 15:21 he submitted his client's signed statement. At 16:37 he was asked for an amended statement. There is no evidence he called the client at this time to obtain an amended statement.

6.7.2 At 17:03 he submitted an amended signed statement. This was only 26 minutes later. He knew his client had not signed the amended statement because there would have been no time to obtain his signature. This is further evidenced from the fact that he later sent the amended statement to his client for signature.



6.7.3 He was asked at 9:06 the next day a simple precise question as to whether his client had signed the amended statement. He did not seek advice, assistance or guidance from his supervisor at this time. He did not contact his client at this time. He responded at 9:22, 16 minutes later confirming his client had signed a statement. He pointedly did not refer to the amended statement. true, he would have said my client signed the first statement, but I had attached the wrong statement, so I have re inserted it with my client's initial signature. He did not. His response was deliberately opaque and an attempt to obfuscate the true position.

6.5 The defendant's solicitors' question was crystal clear and required a clear response. Mr Purewal did not give a clear response. He allowed the defendant's solicitors to be misled as to the true position, which was misleading and is a failure to act with integrity. I find the allegation proven and his action a breach of Principle 2.

Dishonesty

6.6 To determine whether Mr Purewal committed a dishonest act I must consider his knowledge and beliefs as to the facts, whether that knowledge was genuine and whether ordinary decent people would consider his actions to be dishonest. The Supreme Court stated that the test for dishonesty does not require any assessment of whether Mr Purewal knew that his conduct was dishonest.

6.7 I have to determine what Mr Purewal considered to be going on at the time he committed these acts. At the time of his actions, Mr Purewal was aware that:

6.8 Mr Purewal was not asked if his client had signed any statement. He was asked if his client had signed the amended statement. To this question he did not give a clear, simple response. He gave an opaque response.

6.9 Mr Purewal says he has acted on 250 cases and while he may have been a junior member of staff, he was clearly trusted enough to work on a substantial number of cases in the 16 months he was at DAC Beachcroft. Mr Purewal says that no other cases were highlighted that revealed any issues with his work, which would cement that his understanding of the law and dealing with these cases were considered acceptable at DAC Beachcroft.

6.10 Mr Purewal's justification for his actions centre around the information he submitted as being taken from his client's file and therefore was correct. As these were his client's instructions he considered he could amend the statement. He could not recall having attended any training about how to amend statements. That may be so but that is not the allegation. The allegation is that he was not truthful when asked if the client had signed the amended statement. Mr Purewal accepts his response may have been misconstrued but he has not explained why he did not simply say 'no'.

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'No' was the correct answer. No training or supervision is needed to tell you that. The only reason why someone would not simply say no is because they knew they had not followed the correct course of action. I do not consider that Mr Purewal's belief that in his email at 17:03 he was referring to the first statement to be genuine. How could that be when the question directed at him specifically referred to the amended statement and not a statement.

6.11 Our decisions are made on the balance of probabilities. I have to determine if it is more likely than not that Mr Purewal's action was dishonest. Is it more likely than not that ordinary decent people would regard anyone who when asked a simple question, which only warrants a yes or no answer, to give an opaque answer to obfuscate the true position as dishonest? Would ordinary decent people consider that the question put to Mr Purewal was so unclear that only an opaque response was possible. I do not believe so. I find they would consider the response an attempt to mislead and therefore dishonest. I therefore find that Mr Purewal acted dishonestly.

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