

Tariq Mehmood

Employee

592538

[Agreement Date: 21 February 2013](#)

Decision - Agreement

Outcome: Regulatory settlement agreement

Outcome date: 21 February 2013

Published date: 5 March 2013

Firm details

Firm or organisation at time of matters giving rise to outcome

Name: Injury Specialists Solicitors Limited

Address(es): Sheraton House, 2 Rockingham Road, Uxbridge, Middlesex UB8 2UB

Firm ID: 446912

Outcome details

This outcome was reached by agreement.

Reasons/basis

Our ref: TRI/3258-2010

REGULATORY SETTLEMENT AGREEMENT

1. Mr Tariq Mehmood agrees to the following outcome of the investigation into his professional conduct under reference TRI/3258-2010

Background

2. API Solicitors Limited was established in 20012 (API). Mr Mehmood acted as the marketing manager of API. He invested equally in API with a Mr ST (a solicitor) and a Mr RS (unadmitted).

3. RST Marketing (RST) was a partnership established in conjunction with API. The partners of RST included Mr Mehmood.



4. Chartwell Investigations (Chartwell) was a further partnership connected to API, which was established in 2003. The partners of Chartwell included the wife of Mr Mehmood. The wife of Mr Mehmood was representing his interests and acting as a proxy for him in acting as a partner of Chartwell.

ATE insurance commission

5. Prior to around June 2004, API was party to an arrangement with an insurance intermediary, Assistance Consultancy & Placing Services (ACPS) by which it was able to issue certificates for After the Event (ATE) insurance cover to its clients under a delegated authority from the underwriter of that insurance, IGI Insurance Company Limited (IGI).

6. The arrangements worked as follows:

- 1) When a client required ATE cover, API would generate a schedule for a policy underwritten IGI.
- 2) API paid a deposit of £10 plus IPT, making a total of £28.75 per policy, to RST or, later, Chartwell. The balance of the premium was deferred and was payable only in the event that the claim was successful and the premium was recovered from the defendant to claim.
- 3) RST or Chartwell produced bordereaux of policy schedules which had been issued by API. The bordereaux were passed on to ACPS and to IGI.
- 4) Where the insured claim was successful, the balance of the underwriting element of the premium (around £78.44) was paid to IGI (via RST or Chartwell and ACPS). The balance of the premium represented broker's commission which was due to ACPS.
- 5) ACPS permitted RST (later, Chartwell) to retain the broker's commission in return for API agreeing to bear the cost of any claims made under any of the policies.

7. IGI withdrew authority to operate the arrangement outlined above in around June 2004. Notwithstanding that withdrawal of authority, API and Chartwell continued to act as if the arrangement remained in place and issued unauthorised ATE certificates.

8. The commission payments retained by RST and Chartwell were distributed to the partners of RST and Chartwell as part of the distribution of profits of those partnerships.

9. As a consequence of those distributions Mr Mehmood benefitted (directly or indirectly) from commission earned on ATE insurance policies obtained by API on behalf of its clients.

Medical report commissions



10. API regularly instructed 4 doctors to provide medical expert reports in support of personal injury claims which were pursued by API on behalf of its clients.

11. API entered into agreements with each of those doctors which provided for the terms on which they would provide medical expert reports for API. In addition to providing for API to pay a fee to the doctor for providing the medical expert report, those agreements each provided for each of the doctors to pay a commission to Chartwell of £50 plus VAT in respect of every medical expert report that they were instructed to provide.

12. The commission payments received by Chartwell were distributed to the partners of Chartwell as part of the distribution of its profits.

13. As a consequence of those distributions, Mr Mehmood benefitted (directly or indirectly) from commission earned on instructions given to doctors by API to prepare medical expert reports on behalf of API's clients.

14. Work carried out by API on behalf of its clients both in obtaining ATE insurance cover and in obtaining medical expert report resulted in commissions being received by RST and Chartwell.

15. The commissions received by RST and Chartwell were distributed by them for the benefit of Mr Mehmood (directly or indirectly) and others.

16. Mr Mehmood knew that distributions made to him by RST and Chartwell comprised (in whole or in part) commissions which had been received as a result of work carried out by API on behalf of its clients.

17. In the premises Mr Mehmood directly or indirectly received and retained a share of the commission payments (in each case exceeding £20) which resulted from work carried out by API on behalf of its clients.

18. The clients of API were unaware of the receipt of those commissions by RST and Chartwell and none of them gave their fully informed consent (or any consent) to Mr Mehmood benefitting from those commissions.

19. Mr Mehmood failed to account to the clients of API for those receipts.

Conducting a practice as a partnership despite being unqualified

20. The business of API was operated as a partnership between Mr Mehmood, Mr ST and Mr RS, in that they were carrying on a business in common with a view of profit. The profits of RST and Chartwell were treated by them as part of the profits of the business of API



21. Mr Mehmood has admitted that API was a partnership and that this was in breach of the rules of professional conduct.

Regulatory Outcome

22. In the application before SDT it is alleged that Mr Mehmood has been party to acts or defaults in relation to API which involved conduct on his part of such a nature that in the opinion of the SRA it would be undesirable for him to be involved in a legal practice in one or more of the following ways:

- (a) being employed or remunerated by a solicitor in connection with the solicitor's practice;
- (b) undertaking work in the name of, or under the direction of supervision of a solicitor;
- (c) being employed or remunerated by a recognised body;
- (d) being employed or remunerated by a manager or employee of a recognised body in connection with that body's business;
- (e) being a manager of a recognised body;
- (f) having or intending to acquire an interest in such a body.

23. The basis of the allegation is contained within this document and fully detailed at paragraphs 5-21 above.

The agreement

24. Mr Mehmood unequivocally admits the allegation for the purpose of this agreement. Further he accepts that the SRA should exercise control over his future activities within the legal profession in the public interest.

25. Mr Mehmood agrees to the making by the SRA of an Order pursuant to S43(1)(b) of the Solicitors Act 1974.

26. Accordingly, an order is hereby made, with the consent of Mr Mehmood, that as from the date of this agreement:

- (i) no solicitor shall employ or remunerate Tariq Mehmood in connection with his practice as a solicitor,
- (ii) no employee of a solicitor shall employ or remunerate Tariq Mehmood in connection with the solicitor's practice;
- (iii) no recognised body shall employ or remunerate Tariq Mehmood;
- (iv) no manager or employee of a recognised body shall employ or remunerate Tariq Mehmood in connection with the business of that body,
- (v) no recognised body or manager or employee of such a body shall permit Tariq Mehmood to be a manager of the body;
- (vi) no recognised body or manager or employee of such a body shall permit Tariq Mehmood to have an interest in the body except in accordance with the SRA's prior written approval.



27. Upon this agreement being concluded the SRA will apply to the SDT to withdraw the proceedings referred to at paragraph 4 above pursuant to Rule 11(4)(a) The Solicitors (Disciplinary Proceedings) Rules 2007.

28. If permission to withdraw is not granted or if Mr Mehmood acts in any way inconsistently with this agreement then the application to the SDT will be pursued or renewed and Mr Mehmood agrees that it will not be open to him to challenge the validity of the application on any basis connected with this agreement.

29. Mr Mehmood is liable for the costs of SRA in this matter fixed in the sum of £12,000, to be paid by way of 24 monthly payments of £500 with the first payment being due 28 days after the date of this agreement.

30. This agreement and order may be published by the SRA and disclosed to any person upon request.

Dated: 21st February 2012

signed Tariq Mehmood

signed Carol Westrop

Head of Legal Policy

Authorised Officer on behalf of the Solicitors Regulatory Authority

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