

Kiran Yadav

Solicitor

319732

Agreement Date: 3 January 2023

Decision - Agreement

Outcome: Regulatory settlement agreement

Outcome date: 3 January 2023

Published date: 5 January 2023

Firm details

Firm or organisation at time of matters giving rise to outcome

Name: Ince Gordon Dadds LLP

Address(es): Aldgate Tower, 2 Leman Street, London, E1 8QN

Firm ID: 596729

Outcome details

This outcome was reached by agreement.

Reasons/basis

1. Agreed outcome and undertakings

1.1 Kiran Yadav, a solicitor formerly of Ince Gordon Dadds LLP (the Firm), agrees to the following outcome to the investigation of her conduct by the Solicitors Regulation Authority (SRA):

- a. that she undertakes to the SRA that she will, within seven days of the date of this Regulatory Settlement Agreement, voluntarily remove her name from the Roll of Solicitors.
- b. that she undertakes to the SRA that she will not apply for re-admission to the Roll of Solicitors for a period of not less than ten years, commencing on 1 August 2020.
- c. to the publication of this agreement.
- d. to pay the costs of the SRA's investigation in the sum of £1,400 inclusive of VAT and disbursements.

1.2 By entering into this Agreement, the SRA confirms that the decision dated 18 August 2020 to refer the Respondent's conduct to the Solicitors

Disciplinary Tribunal is overturned

2. Summary of Facts

2.1 Mrs Yadav was an Assistant Solicitor with Jeffrey Green Russell Limited (JGRL). JGRL ceased trading on 2 October 2015 and Mrs Yadav's employment (along with the majority of JGRL's business assets) was transferred to the Firm. At the material time, Mrs Yadav was an Associate Solicitor with the Firm.

2.2 Mrs Yadav was the solicitor acting in respect of a proposed 999 year lease of a property (the Lease). Instructions were initially provided to JGRL and then transferred to the Firm.

2.3 In November 2015, Mrs Yadav provided the client with a Report on Title (the Initial Report) in relation to the Lease. The Initial Report, prepared by Mrs Yadav stated that there was no prohibition on underletting and charging. This was incorrect.

2.4 In May 2018, the Client requested a copy of, amongst other things, any lease summary prepared by the Firm. The Client explained that they wanted to understand whether or not there was a restriction on underletting.

2.5 On 13 May 2018, Mrs Yadav emailed the Client stating "please find attached a copy of the [Initial Report]". The report that Mrs Yadav attached to the email had been amended that day by her [the Amended Report]. The amendments removed the previous confirmation as to underletting. In relation to underletting, the Amended Report now stated that there was an absolute prohibition on the underletting of the whole or any part of the relevant property.

2.6 On 24 May 2018, Mrs Yadav emailed the Firm's Internal Risk Team. She stated

"I have in fact two [reports] on my file and this is due to the merger of the systems between [JGRL] and [the Firm] and different operating systems, one of which states that underletting is prohibited and the other says that it is not. I was requested [sic] copy of my [Initial Report] from the client and unfortunately I have sent the wrong one".

2.7 The Firm conducted an internal investigation and identified that Mrs Yadav had altered the Initial Report and then sent the Amended Report to the Client.

3. Admissions

3.1 Mrs Yadav makes the following admissions which the SRA accepts:

- a. on 13 May 2018, she sent an email to a representative of a client when she knew, or ought to have known, that it



contained an untrue and/or misleading statement. The email, sent in response to a request for documents previously prepared by Mrs Yadav, stated that the Report on Title was attached. It did not state that this had been amended since it was sent by her in 2016 and (in doing so) held the Amended Report out as the Initial Report, despite Mrs Yadav knowing that the Initial Report was being requested to establish the advice given. In doing so she breached Principles 2 and 6 of the SRA Principles 2011.

- b. on 24 May 2018, she advised her employer that she had mistakenly sent an incorrect version of the Report on Title document to the client. This was untrue, and she knew it to be untrue, as she had intentionally sent the Amended Report, as opposed to the Initial Report. In doing so she breached Principles 2 and 6 of the SRA Principles 2011.
- c. that in relation to the allegations detailed in paragraphs 3.1(a) and (b) above, her conduct was dishonest.

4. Why voluntary removal from the Roll, and the associated undertaking, is an appropriate outcome

4.1 The SRA's Enforcement Strategy sets out its approach to the use of its enforcement powers where there has been a failure to meet its standards or requirements.

4.2 When considering the appropriate sanctions and controls in this matter, the SRA has taken into account confidential information regarding Mrs Yadav's medical and personal circumstances.

5. Publication

5.1 The SRA considers it appropriate that this agreement is published in the interests of transparency in the regulatory and disciplinary process. Mrs Yadav agrees to the publication of this agreement.

6. Acting in a way which is inconsistent with this agreement

6.1 Mrs Yadav agrees that she will not deny the admissions made in this agreement or act in any way which is inconsistent with it.

6.2 If Mrs Yadav denies the admissions, breaches the undertakings referred to in paragraphs 1.1 (a) and/or 1.1(b) or acts in a way which is inconsistent with this agreement, the conduct which is subject to this agreement may be considered further by the SRA. That may result in a disciplinary outcome or a referral to the Solicitors Disciplinary Tribunal on the original facts and allegations.

6.3 Denying the admissions made or acting in a way which is inconsistent with this agreement may also constitute a separate breach of principles 2

and 5 of the Principles and paragraph 7.3 of the Code of Conduct for Solicitors, RELs and RFLs.

7. Costs

7.1 Mrs Yadav agrees to pay the costs of the SRA's investigation in the sum of £1,400 inclusive of VAT and disbursements.

7.2 The payment under paragraph 7.1 is to be paid by instalments of £140 on the first day of each month for a period of 10 months commencing on the first day of the month following receipt of a statement of costs due issued by the SRA. In the event of any monthly instalment not being paid on the due date, the full sum of costs at paragraph 7.1 will fall due.

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