

Amarjit Singh Bhachu

Solicitor

149091

Agreement Date: 30 January 2024

Decision - Agreement

Outcome: Regulatory settlement agreement

Outcome date: 30 January 2024

Published date: 15 February 2024

Firm details

Firm or organisation at time of matters giving rise to outcome

Name: Waterfords Solicitors

Address(es): 80 High Street, Brentford Middlesex TW8 8AE

Firm ID: 829765

Outcome details

This outcome was reached by agreement.

Decision details

1. Agreed outcome and undertakings

1.1. Amarjit Singh Bhachu ('Mr Bhachu'), a solicitor and former employee of Waterfords Solicitors, 80 High Street, Brentford, TW8 8AE (SRA ID: 829765) ('the Firm'), agrees to the following outcomes of the investigation of his conduct by the Solicitors Regulation Authority Limited ('SRA') under reference number CDT/1295849-2020:

1.1.1. that he is fined the sum of £10,402.00; and

1.1.2. that he pays costs to the SRA in the agreed sum of £4,032.00 including VAT and

1.1.3. to the publication of this Agreement.

2. Summary of Facts

2.1. Mr Bhachu is a solicitor who was admitted to the Roll on 1 February 1991.

2.2. In May 2018 the Firm through Mr Bhachu acted for a client, Ms T, in her divorce proceedings. Mr Bhachu agreed to act for her and advised her he could act for her and agreed a basis of charge. Under this agreement, she paid a total of £14,732.00, which included £5772.50 in disbursements, direct to Mr Bhachu's bank account. All these monies including the disbursements were eventually repaid to her by the Firm, and therefore she ultimately suffered no financial loss.

2.3. On 3 May 2018 Ms T applied to the Family Court to divorce her husband. In the notice dated 5 June 2018, the Firm is listed as the Petitioner's solicitor. An email was sent by Mr Bhachu from his work email address to Ms T on 21 May 2018 which said that his fees were 'quite simple' and would be £1,200 plus a court fee of £550 but if Ms T's husband contested the divorce the costs could run into the thousands of pounds. Mr Bhachu provided Ms T with his personal bank account details and requested that she make payments directly to him. He subsequently asked for the final payment to be paid into the Firm's client account. Ms T made payments to Mr Bhachu totalling £14,372 between May 2018 and March 2020. The matter had not reached its conclusion.

2.4. Ms T states she had instructed Mr Bhachu in his official capacity at the Firm, but states she did not receive an engagement letter from the Firm or bills.

2.5. The divorce matter continued, and a final hearing was set to take place on 17 and 18 August 2020. On 13 March 2020, Mr Bhachu advised Ms T that his fees for the final hearing would be £12,000 and asked Ms T to let him know how she wished to proceed. On 16 March 2020, Mr Bhachu advised Ms T that he did not think the hearing would be less than two days but if it concluded after one day, she would save approximately £2,000. Mr Bhachu requested half of the £12,000 to be paid immediately with the balance paid 14 days before the final hearing.

2.6. On 6 July 2020, Mr Bhachu sent an email to Ms T advising her to correspond with Ms T's ex-husband (acting as a litigant-in-person) directly. Mr Bhachu sent a further email to Ms T on 7 July 2020 advising her to tell the Court she was acting in person and that he would also write to the Court to remove his firm from the Court records. An email sent by Mr Bhachu to the other side on 7 July 2020 said he was without instruction and would not be entering into any correspondence.

2.7. On 13 July 2020 Ms T queried why Mr Bhachu had said he was no longer representing her. Mr Bhachu responded on 16 July 2020 to say that he had received no formal instructions regarding the fees quoted to her in March 2020 and that no retainer was in existence as no payment had been made on account. Mr Bhachu advised he would continue to act but only if the payment of £12,000 was made.

2.8. Mr Bhachu reiterated his stance to Ms T in an email dated 27 July 2020 following Ms T's emails to him and the Court on 22 July 2020 and 24 July 2020.

2.9. On 7 August 2020 Ms T raised a formal complaint to the Firm about Mr Bhachu's handling of her matter. The complaint was dealt with by Mr Soni, and the Firm took steps to officially adopt Ms T as a client of the Firm on 11 August 2020

2.10. The Firm confirmed Ms T was their client and on 14 August 2020 Ms T and the Firm came to an agreement whereby they repaid her the full sums paid to Mr Bhachu plus an amount in compensation and in return the Firm came off the Court record as acting for Ms T.

2.11. On 19 August 2020, Mr Bhachu resigned from the Firm. The final hearing had to be adjourned whilst Ms T found alternative representation.

3. Admissions

3.1. Mr Bhachu admits that between May 2018 and March 2020, he directed his client, Ms T to make payments for totalling £14,372, for her divorce, directly into his personal account rather than into the client account of the Firm, where he was employed at as a solicitor. In making this admission, Mr Bhachu therefore admits that he breached Principles 2 and 6 of the SRA Principles 2011, and breached Rule 14.1 SRA Account Rules 2011.

4. Why a fine 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. The SRA considers that the admitted misconduct by Mr Bhachu is serious, particularly given:

4.2.1. Mr Bhachu's conduct demonstrated a disregard for his regulatory obligations, and a lack of integrity, as a solicitor of integrity would not allow payments to be paid to their personal bank account;

4.2.2. Mr Bhachu was directly responsible for his conduct;

4.2.3. Mr Bhachu received client monies directly into his personal bank account;

4.2.4. Mr Bhachu's conduct caused harm to Ms T, in delaying the conclusion of her matter, and therefore she did not receive a proper standard of service;

4.2.5. Members of the public would not expect a solicitor to provide their client with their personal bank details for payments on account of costs.

Monies should be paid to the firm's client account.

4.3. When considering the appropriate sanctions in this matter, the SRA has taken into account:

4.3.1. This was an isolated incident;

4.3.2. Mr Bhachu has admitted he made an error in receiving the payments into his personal account and acknowledged his actions fell below the standards expected of him;

4.3.3. Mr Bhachu has an otherwise clear regulatory history, and has co-operated fully with the SRA's investigation.

4.4. The SRA considers that a financial penalty is the appropriate outcome in this case, because the admitted conduct was serious but not so serious that sanction by the Tribunal is necessary or proportionate in order to maintain professional standards and to uphold public confidence in the solicitors' profession. A proportionate sanction can be provided with the SRA's internal powers.

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

5.1. Mr Bhachu agrees that he will not deny the admissions made in this agreement or act in any way that is inconsistent with it.

5.2. If Mr Bhachu denies the admissions or acts in a way which is inconsistent with this agreement, the conduct which gave rise 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, concerns and allegations arising from the Notice dated 6 February 2023.

5.3. Denying the admissions made or acting in a way that is inconsistent with this Agreement may also constitute a separate breach of Principles 1, 2 and 5 of the Principles contained within the SRA Standards and Regulations 2019 and paragraph 7.3 of the Code of Conduct for Solicitors, RELs and RFLs.

6. Publication

6.1. The SRA considers it appropriate that this agreement is published in the interests of transparency in the regulatory and disciplinary process. Mr Bhachu agrees to the publication of this agreement.

7. Referral to Tribunal

7.1. By entering into this Agreement, the SRA confirms that the decision to refer Mr Bhachu's conduct to the Solicitors Disciplinary Tribunal dated 18 July 2023 is overturned.

The date of this Agreement is: 30 January 2024.

Search again [<https://www.sra.org.uk/consumers/solicitor-check/>]