

ADJUDICATION PANEL OF THE COUNCIL FOR LICENSED CONVEYANCERS

Application re: **Ravinder Dhunna (a Licensed Conveyancer)** Date of Adjudication Panel Hearing:
14 May 2021

Panel:

Victoria Goodfellow (Chair).

John Jones (Professional Member) Paul Brooks (Lay Member)

CLC was represented by Ms Ellson of Fieldfisher Solicitors

Mr Dhunna was present and unrepresented

The hearing was held remotely via videoconference

REASONS AND DECISION OF THE ADJUDICATION PANEL

The Allegation

Whilst a Licenced Conveyancer you acted or failed to act in such a way as to amount to a breach of the CLC's Code of Conduct in that:

1.

a. You were convicted on 18 November 2019 for the breach of a non-molestation order dated 28 August 2019 and thereby, contrary to Principle 1c of the Council for Licensed Conveyancers' Code of Conduct ("the Code"), conducted yourself in a manner which may result in a breach of the law and / or which may bring the legal profession into disrepute; and

b. You failed to notify the CLC of this conviction and in omitting to do so breached paragraph 9 of the Council for Licensed Conveyancers' Notification Code ("the Notification Code")

2.

a. Whilst practising as a Licensed Conveyancer at the firm known as Midland Property Lawyers ("the Firm") you acted for a client ("Client A") whilst your colleague, also practising at the Firm, acted for Client A's children ("Client B" and "Client C") in the transfer of legal title in a property ("Property X") without:

i. Informing each of the clients in writing that the Firm had been asked to act for another party in the same matter and without explaining the relevant issues and risks to them;

ii. Providing the clients with appropriate independent legal advice;

iii. Ensuring that Client A understood the effect of her instructions;

iv. Providing advice to Client A in a language that she could understand;

v. Considering whether Client A had mental capacity to give instructions;

vi. Ensuring there was no conflict of interest between the Firm's clients;

vii. Obtaining informed written consent from any or all of the clients;

b. And that this breached:

i. Outcome 3.1 of the Code in that you did not ensure that each client's best interests were served;

- ii. Outcome 3.3 of the Code in that you failed to ensure that clients have the information they need to make informed decisions;
- iii. Outcome 3.5 of the Code in that you failed to ensure that clients were aware of any limitation or any condition resulting from his relationship with another party;
- iv. Paragraph 7 of the Council for Licensed Conveyancers' Conflicts of Interest Code ("the Conflicts Code") in that you accepted instructions from a second client without informing each client in writing that the firm had been asked to act for another client and / or without explaining the relevant risks and issues to the client;
- v. Paragraph 8 of the Conflicts Code in that you acted for both clients without each client having provided written consent for the Firm to act for another client in the matter.

3. Contrary to Principle 1 of the Code, you failed to act with integrity in that you omitted:

- a. To reply to correspondence from Gateley Legal ("Gateley") who represented the Executor of the Estate of Client A, including letters dated 8 February 2019, 17 July 2019, 4 July 2019, 9 May 2019, 3 January 2020 and 28 February 2020;
- b. To provide a copy of the file for the transfer of Property X to Gateley in a timely manner.

4. Contrary to Principle 5c of the Code you failed to comply fully and / or promptly with a Council for Licensed Conveyancers direction or request in that you:

- a. Were asked by CLC on 14 October 2020 to provide a scanned copy of the file for the transfer of Property X to Gateley on 17 October 2020 but only provided to Gateley an incomplete copy of the said file which did not contain any correspondence sent by the Firm in relation to the transfer of Property X;
- b. Told the CLC that you had sent the said file to Gateley when only an incomplete copy had been sent.

5. You were dishonest in that on 8 September 2020 you signed a declaration in support of your application for a Council for Licensed Conveyancers licence stating that you had never been dismissed from employment, notwithstanding that you had been dismissed from your employment at Garner Canning on 10 July 2019.

When considering the evidence presented to it on behalf of the CLC and Mr Dhunna, the panel bore in mind that the burden of proof is on the CLC, and the standard of proof to which the panel must be satisfied is the balance of probabilities.

At the beginning of the hearing, the CLC applied to amend the allegation in the following ways:

Allegation 1a, so that it now read

You were convicted on 18 November 2019 for the breach of a non-molestation order ~~dated~~ on 28 August 2019 and thereby, contrary to Principle 1c of the Council for Licensed Conveyancers' Code of Conduct ("the Code"), conducted yourself in a manner which may result in a breach of the law and/or which may bring the legal profession into disrepute;

Mr Dhunna did not object to the amendment.

The panel agreed to the amendment, because it did not materially change the nature of the allegation against Mr Dhunna, properly reflected the facts as alleged, did not prejudice Mr Dhunna and was satisfied that it was in the interests of justice to do so.

Paragraph 1b, so that it now read

Between 28 August 2019 and 31 October 2019, you failed to notify the CLC of ~~this conviction~~ you having been charged with this offence and having a criminal case pending, and in omitting to do so breached paragraph 9 of the Council for Licensed Conveyancers' Notification Code ("the Notification Code")

The panel agreed to the amendment, because it did not materially change the nature of this part of the allegation against Mr Dhunna, properly reflected the facts as alleged, did not prejudice Mr Dhunna and was satisfied that it was in the interests of justice to do so.

The CLC also applied to withdraw **paragraphs 4 and 5** in their entirety, because they related to a period when Mr Dhunna was no longer licensed and under the Adjudication Panel Rules 2015 he was not a "CLC Lawyer" and his conduct at that time therefore does not fall in the scope of the Adjudication Panel.

The panel agreed the application to withdraw paragraphs 4 and 5 of the allegation.

The allegation therefore to be considered by the panel was as follows:

1.

- a. ***You were convicted on 18 November 2019 for the breach of a non-molestation order ~~dated~~ on 28 August 2019 and thereby, contrary to Principle 1c of the Council for Licensed Conveyancers' Code of Conduct ("the Code"), conducted yourself in a manner which may result in a breach of the law and/or which may bring the legal profession into disrepute;***
- b. ***Between 28 August 2019 and 31 October 2019, you failed to notify the CLC of ~~this conviction~~ you having been charged with this offence and having a criminal case pending, and in omitting to do so breached paragraph 9 of the Council for Licensed Conveyancers' Notification Code ("the Notification Code")***

2. a. Whilst practising as a Licensed Conveyancer at the firm known as Midland Property Lawyers ("the Firm") you acted for a client ("Client A") whilst your colleague, also practising at the Firm, acted for Client A's children ("Client B" and "Client C") in the transfer of legal title in a property ("Property X") without:

- i. Informing each of the clients in writing that the Firm had been asked to act for another party in the same matter and without explaining the relevant issues and risks to them;
- ii. Providing the clients with appropriate independent legal advice;
- iii. Ensuring that Client A understood the effect of her instructions;
- iv. Providing advice to Client A in a language that she could understand;
- v. Considering whether Client A had mental capacity to give instructions;
- vi. Ensuring there was no conflict of interest between the Firm's clients;
- vii. Obtaining informed written consent from any or all of the clients;

b. And that this breached:

- i. Outcome 3.1 of the Code in that you did not ensure that each client's best interests were served;

- ii. Outcome 3.3 of the Code in that you failed to ensure that clients have the information they need to make informed decisions;
- iii. Outcome 3.5 of the Code in that you failed to ensure that clients were aware of any limitation or any condition resulting from his relationship with another party;
- iv. Paragraph 7 of the Council for Licensed Conveyancers' Conflicts of Interest Code ("the Conflicts Code") in that you accepted instructions from a second client without informing each client in writing that the firm had been asked to act for another client and / or without explaining the relevant risks and issues to the client;
- v. Paragraph 8 of the Conflicts Code in that you acted for both clients without each client having provided written consent for the Firm to act for another client in the matter.

3.

Contrary to Principle 1 of the Code, you failed to act with integrity in that you omitted:

- a. To reply to correspondence from Gateley Legal ("Gateley") who represented the Executor of the Estate of Client A, including letters dated 8 February 2019, 17 July 2019, 4 July 2019, 9 May 2019, 3 January 2020 and 28 February 2020;
- b. To provide a copy of the file for the transfer of Property X to Gateley in a timely manner

Mr Dhunna then admitted the following parts of the allegation:-

1 a) and b) in their entirety

2 a) (i) and (vii)

The panel bore in mind their overriding objective, to deal with cases fairly and justly.

Having read the bundles prepared in advance of the hearing, the panel was satisfied that those parts of the allegation were properly admitted and found them proved.

The panel then heard submissions from both parties, and took oral evidence from Mr Dhunna, in relation to the remaining paragraphs of the allegation.

Paragraph 2

In relation to **paragraph 2**, it was agreed between the parties that Mr Dhunna had acted for Client A in the transfer of the legal title of Property X to two of her sons, Client B and Client C. Mr Dhunna's then business partner represented Client B and Client C in the transaction. Midland Property Lawyers ("the Firm") had therefore represented all parties in the transaction but had employed safeguards in the form of different Licensed Conveyancers representing either side, and those Licensed Conveyancers kept effectively a "Chinese wall" between them, with files being kept separately, the parties not attending the office on the same day, and the Conveyancers working on different floors of the building.

Mr Dhunna told the panel the Firm had been initially instructed by Client C, who had contacted Mr Dhunna's business partner explaining that his mother wanted to transfer her property to him and his brother. She agreed to represent Clients B and C in the transaction, but explained she could not also represent Client A, however Mr Dhunna could, provided there were safeguards in place.

Mr Dhunna told the panel that he then spoke to Client A, who did not speak English and whose first language was Punjabi. Mr Dhunna told the panel he spoke fluent Punjabi, and that all his verbal communication with Client A was in Punjabi. He said he advised her that by gifting her property to two of her sons, there was a chance that her third son would make a claim against her or her estate, as she did not have a will. Mr Dhunna accepted he did not record this advice in a letter to Client A, but that he may have noted it on an attendance note, although he was not able to provide any evidence of the advice being recorded in writing anywhere.

He said he "made Client A swear on the Sikh Bible that she knew what she was doing". He was clear in his evidence that he was satisfied that Client A was of sound mind at the time. When asked by the panel how he made that assessment, he explained he looked at her and she looked fit and well, she had a cup of tea with his receptionist, and nothing about her presentation caused him concern. He had not however met Client A before that day and did not ask how she had travelled to the office or who had brought her there.

The panel asked Mr Dhunna whether he had had concerns when he saw her signature, which the panel had seen on the Transfer Deed in the bundle. Mr Dhunna told the panel he was not concerned, that his parents' signatures were very similar and that many Indian elderly people wrote in a similar way.

Mr Dhunna told the panel he showed Client A the Transfer Deed and explained in Punjabi what the various parts were. He said he considered whether he needed to employ an interpreter or translator but concluded he did not because she was "in a good state, walked into the office without a walking stick, and was fit and healthy". He did not consider her vulnerable.

The panel asked Mr Dhunna why there were no letters of advice on his file for the transaction. He was unable to explain but said they were probably on the case management system, which he could no longer access as he had closed the firm down. He told the panel he had tried to access the physical file, which was in archiving with an independent firm, but despite enquiries from March 2021 he had been unable to obtain the file. Mr Dhunna later said he would probably be able to access the case management system because he knew the senior official of the company that provided the system. He confirmed any letters to Client A would have been written in English, and he would have written on the bottom of the letter "Please make sure you get Punjabi legal advice", then he would have called Client A and said if you have any problems understanding the letter come and see me and I will go through it with you. However Mr Dhunna was unable to provide evidence of any such letter.

Paragraph 3

The panel noted the evidence requests from Gately to Mr Dhunna for information in relation to his representation of Client A, as set out in the bundle. Mr Dhunna told the panel that he had responded to every request by telephoning Gately, though he could not recall the dates of such calls. He could not provide any evidence of attendance notes or correspondence to confirm his assertion, and it was clear from the content of the letters and emails from Gately to Mr Dhunna that they continued to request the same information over the period of over a year.

Given Mr Dhunna's difficulty in providing evidence of letters and attendance notes because of not having access to the full file for the transaction, Ms Ellson asked Mr Dhunna where he had located the file of papers he eventually scanned and emailed to Gately in October 2020. He was unable to remember, suggesting that it may have been part of some papers left in the premises of Midland Property Services after the firm closed down, but he could not recall.

The panel could find no evidence of Gately asking Mr Dhunna for the file for the transfer of Property X during the period with which the panel was concerned, namely up to 31 October 2019, when Mr Dhunna was licensed. The panel asked Ms Ellson if she could identify any evidence in the bundle to support that allegation, and she confirmed she could not.

The panel's findings

Taking into consideration all it had read and heard, the panel made the following findings:

The panel did not find Mr Dhunna's oral evidence credible or compelling. He was able to remember very specific events in the transfer of Property X was completed in 2013, such as Client A having a cup of tea with his receptionist and not walking in with a walking stick but was unable to remember where he had located the papers which he emailed to Gately in October 2020. The panel concluded that his memory was selective.

Paragraph 2 a)

- (i) Already admitted and **found proved**
- (ii) **Found proved.** The panel did not find that Mr Dhunna had provided independent legal advice. It bore in mind that the burden of proof is on the CLC to prove the allegation, but it saw no letters, emails or attendance notes relating to the transaction, and it did not find his account that he would have written a letter and/or an attendance note to be compelling or credible.
- (iii) **Found proved.** Again, and for the same reasons, the panel did not find that Mr Dhunna had ensured that Client A understood the effect of her instructions. It bore in mind that the burden of proof is on the CLC to prove the allegation, but it saw no letters, emails or attendance notes relating to the transaction, and it did not find his account that he explained the effect of her instructions to be compelling or credible. The panel considered that the advice on this matter would be considered to be a crucial part of Mr Dhunna's representation of Client A in this transaction, and if he had ensured she understood the effect of her instructions, he would have explicitly recorded this in the file. The panel concluded from his oral evidence that Mr Dhunna had taken a cavalier attitude to this transaction, that he had described to them what he had done using the benefit of hindsight, and that it was unlikely given his other difficulties with recollection that he would have remembered so specifically the conversation he had with Client A without having the benefit of a written note. The panel was satisfied on the balance of probabilities that he had not ensured Client A understood the effect of her instructions.
- (iv) **Found proved.** The panel found it likely that Mr Dhunna spoke to Client A in Punjabi, but it could not be satisfied that he had given advice to her in relation particularly to the Transfer Deed, in a language she could understand. He told the panel he would have written to her explaining the Deed but included a note at the bottom that she should seek Punjabi legal advice, although he was unable to provide a copy of that letter. In the absence of any evidence to refute the allegation, and not finding Mr Dhunna's account to be credible, the panel found on the balance of probabilities that this part of the allegation was proved.

- (v) **Found proved.** The panel considered the evidence Mr Dhunna gave about how he assessed Client A's mental capacity to give instruction, i.e. that she looked fit and well, she had a cup of tea with his receptionist, and nothing about her presentation caused him concern. He had not however met Client A before that day and did not ask how she had travelled to the office or who had brought her there. As already stated, the panel did not find Mr Dhunna's evidence overall to be credible and compelling but even if it were here, that did not amount to an adequate assessment of Client A's mental capacity. The panel was satisfied that there was a duty on Mr Dhunna to make an assessment which included whether Client A had any mental vulnerability, whether she was under pressure from any other person to engage in the transaction, and whether she was capable of understanding the actions she was taking and of giving competent instructions without influence from others. Mr Dhunna clearly did not do so and based his assessment only on her presentation.
- (vi) **Found proved.** The panel found this part of the allegation followed on from (v) above, and that because he did not make a proper assessment of whether Client A was acting under the influence of Clients B and C, who stood to gain from the transaction, and because the initial instruction had come from Clients B and C rather than from Client A, he had not taken appropriate steps to ensure that there was no conflict of interest between the Firm's clients.
- (vii) Already admitted and **found proved**

Paragraph 2(b)

The panel was satisfied that its findings in relation to paragraph 2(a) amounted to breaches of Outcome 3.1, 3.3 and 3.5 of the Code of Conduct.

It noted that Mr Dhunna admitted in oral evidence that he had not recorded in writing the fact that the firm was representing both parties in the transaction, and the relevant risks and issues which flow from that situation, and there was indeed no evidence of any such letter. By way of those admissions, and his admission to paragraph 2(a)(vii), the panel was satisfied that Mr Dhunna's conduct amounted to breaches of paragraphs 7 and 8 of the Conflicts Code.

Paragraph 3a)

Found proved. The panel noted that Mr Dhunna asserted he replied to correspondence received from Gately between 8 February 2019 and 28 February 2020 by telephone, but that he could not support his assertion with any attendance notes or emails of confirmation. It also noted that in the later correspondence from Gately, it was clear that their enquiries had not been answered. Bearing in mind that Mr Dhunna's evidence was not compelling or credible to the panel, it found that this allegation was proved.

Paragraph 3b)

Not found proved. The panel could not find evidence to support this paragraph of allegation, in that it could not find a request for a copy of the file for the transfer of Property X. It could find requests for information, but Ms Ellson confirmed that there was no specific evidence of a request for the file in the correspondence and evidence relied upon by the CLC in this matter. The CLC had therefore not proved this paragraph of the allegation.

Misconduct

The panel went on to consider whether Mr Dhunna's conduct as found proved amounted to misconduct. Misconduct is conduct which falls far below the standard expected of licensed conveyancers, and that falling far below is serious.

The panel had found a significant number of breaches proved, which related to failing to be open and honest with his regulator, failing to adopt appropriate safeguards to protect his client, and failing to respond to requests from another legal firm who he knew were representing a person making a claim on his client's estate. This conduct, separately and together, amount to a lack of integrity, and a cavalier attitude to the requirements of a regulated professional.

The panel considered that Mr Dhunna appeared, during his representation of Client A, to have been more concerned with the commercial and money-making aspect of the transaction than with upholding the proper standards of his profession and acting at all times in his client's best interests.

Given the range of his misconduct, together with his cavalier attitude as demonstrated during his oral evidence, and the potential impact of his behaviour both on individuals and the profession as a whole), the panel was clear that Mr Dhunna's conduct fell seriously far below the standard expected of licenced conveyancers.

Because of the wide range of Mr Dhunna's failings, his multiple breaches of the Code of Conduct, and the clear impact on the reputation of the profession, the panel found that Mr Dhunna's actions amounted to misconduct, and that misconduct was serious.

Sanction

The panel then went on to consider the appropriate sanction to impose and heard submissions from both parties.

In assessing the appropriate sanction, the panel were mindful of the Sanctions Guidance issued by the CLC in March 2018, which sets out the sanctions to be considered in the event the allegations were found to be proved.

It bore in mind that the purpose of sanctions is to

- (a) uphold the CLC's regulatory objective of protecting the public and consumers of legal services.
- (b) To maintain and uphold public confidence in the reputation of the profession.
- (c) To declare and uphold proper standards of conduct; and
- (d) To mark the seriousness (actual or potential) of the proven misconduct. It is well established that the purpose of imposing sanctions is not to punish the respondent but to protect the public. This is consistent with and does not prevent the imposition of a sanction which may have a punitive effect on the respondent when it is necessary to meet its objectives as set out in (a) and (b) above.

Ms Ellson drew the panel's attention to s24(3) and s26(2) of the Administration of Justice Act 1985. The CLC has confirmed that Mr Dhunna does not currently hold a licence. We do, however, note that, at the time the alleged conduct took place, Mr Dhunna was a licence holder.

On that basis, the only sanctions available to the panel under s26 Administration of Justice Act 1985 were:

- No further action
- A reprimand (s26(2)(f))
- A fine (s26(2)(e))
- Or disqualification (whether for a fixed period or permanent) (s26(2)(b))

In deciding what sanction to impose the panel considered the following factors:

- Proportionality
- Harm (impact on client, clients in general, on the profession)
- Insight
- The public interest (impact on the reputation of the profession, confidence in the CLC's regulatory process and the deterrent effect)
- Aggravating factors (which may cause sanction to be increased)
- Mitigating factors (which may cause sanction to be reduced)

CLC submissions on sanction

On behalf of the CLC, Ms Ellson invited the panel to disqualify Mr Dhunna, and to impose a fine of in the region of £2,000. She submitted that Mr Dhunna was guilty of serious breaches of the Code of Conduct. She also drew the panel's attention to a previous finding by the Adjudication Panel of misconduct by Mr Dhunna, on 5 June 2020, which led to a disqualification for three months and an order for the payment of costs.

She informed the panel that Mr Dhunna re-applied for a licence on September 2020, and that whilst the matters which were the subject of these proceedings largely pre-dated the matters on which there was a finding made in June 2020, Mr Dhunna had been corresponding with the CLC about the renewal of his licence at the same time as failing to reply to Gately in their request for information about Client A. She invited the panel to conclude that it might therefore have expected exemplary compliance at that time.

Ms Ellson invited the panel to conclude that because it had found Mr Dhunna's evidence not to be compelling or credible, that amounted to an aggravating factor of attempts to conceal wrongdoing, and that there was a failure to co-operate with his regulator, albeit after he no longer held a licence. She also suggested that there was evidence of lack of insight and awareness of the seriousness of his misconduct, and no evidence or remorse or genuine explanation.

Ms Ellson referred to recent regulatory decisions and invited the panel to consider that a lack of integrity can be sanctioned in the same severe way as dishonesty.

Finally Ms Ellson invited the panel to also impose a fine, to reflect the fact that Mr Dhunna had appeared for the second time before the Adjudication Panel within a year.

Respondent's submissions on sanction

Mr Dhunna told the panel that he is not currently working and is in receipt of benefits and is experiencing financial hardship. He also told the panel about his personal circumstances.

He asked the panel to bear in mind that he had made some admissions, and that he is very anxious to return to work and therefore to retain his licence

Panel's reasoning

The panel assessed the harm caused by Mr Dhunna's misconduct and noted that the primary harm was to the reputation of the profession, across all three areas of his misconduct. His behaviour which led to the imposition of the Non-Molestation Order, which he then breached and for which he was convicted, was not the subject of an allegation in itself, and so the panel was careful to bear in mind that the misconduct it had found was in failing to be open and honest with his regulator. That failure could seriously damage the confidence of the public in, and the reputation of, both the professionals as well as the CLC as a regulator, as without professionals being open and honest with their regulator the public is at increased risk of harm.

The panel were very concerned about Mr Dhunna's lack of care and attention in the transaction involving Client A, and particularly in his lack of proper assessment of her potential vulnerability and capacity. This could have caused harm to her, to others involved in her case, and to the reputation of the profession. This was compounded by his lack of response to other professionals instructed to enquire into the transfer on which he acted; professionals are entitled to expect that other professionals will respond promptly and fully to legitimate and appropriate enquiry as a minimum.

The panel considered that Mr Dhunna demonstrated no real insight into his failings and their impact, and his concerns appeared to be for himself and the impact on him of not having a licence to practice.

It did not agree with Ms Ellson that it would be appropriate or fair to consider its inability to find Mr Dhunna's evidence credible or compelling as an aggravating factor, as he had made some admissions, and his lack of credibility elsewhere had effectively already been counted against him in its findings.

It also did not agree that it was appropriate to consider the fact that Mr Dhunna had been before the panel twice within a year as an aggravating factor, given that the last behaviour which was subject to these allegations was in October 2019, and the last hearing was in June 2020, therefore it was arguable that the two sets of matters could have been heard together.

The panel found the following factors aggravating and mitigating factors (as set out in the Sanctions Guidance) to apply:

Aggravating

- **Failure to self-report to the CLC**
- **Likelihood of repetition**
- **Lack of remorse**
- **No insight**
- **Motivated by desire for personal advantage (in this case financial)**
- **Lack of explanation for his actions**

- **Serious breach of the CLC's regulatory arrangements**
- **Repeated failure or pattern of behaviour**
- **Significant risk of harm to others**
- **Increased likelihood of damage to the reputation of the profession**

Mitigating

The panel was unable to identify any mitigating factors as being present. The panel noted those matters Mr Dhunna told the panel about which related to his personal circumstances, but these were not supported by any independent or medical evidence.

The panel started their consideration of the appropriate sanction from the least serious.

This was not a case where no action could be taken. The seriousness of Mr Dhunna's failings must be marked, particularly where there were multiple breaches of the Code of Conduct which included a lack of integrity.

Similarly, a reprimand was not an appropriate sanction in this case. The reputational harm was significant. Given Mr Dhunna's lack of insight and remorse, and the and the range of his misconduct, a reprimand would not meet the seriousness of Mr Dhunna's misconduct.

The panel considered whether a fine would be appropriate but concluded that it would not. Mr Dhunna is already in financial difficulties, and in this case, it would only be punitive in nature. In addition, it would not adequately meet the public concern about a licensed conveyancer who failed to manage his practice, both financially and in relation to the level of service he provided.

Therefore, the least onerous sanction the panel could impose was disqualification for a specified period of time.

The panel considered this was a case of serious misconduct, with a lack of insight, and without remediation or remorse.

In considering the appropriate length of disqualification, the panel took into consideration that Mr Dhunna had been without a licence since 1 November 2019. Nonetheless, Mr Dhunna's misconduct had related to fundamental tenets of the profession, and the impact particularly on the reputation of the profession was so serious that it determined that the shortest period it could impose which was proportionate to the level of misconduct found, was a period of 3 years and 6 months.

The panel did not consider that permanent disqualification was appropriate or necessary in this case.

The sanction imposed therefore was a period of **3 years and 6 months' disqualification from holding a licence.**

Application for costs

The panel were then invited to consider an application by the CLC for Mr Dhunna to pay the costs of the proceedings, in the sum of £7,157.40. A schedule of costs was provided to both the panel and Mr Dhunna. Ms Ellson indicated that these were an estimate in that the preparation figure could be

slightly greater and the fee for advocacy slightly less. Mr Dhunna did not provide a statement of his financial circumstances but gave the panel information orally.

The panel agreed that Mr Dhunna should pay a contribution towards the costs and bearing in mind that that the amount of costs sought was estimated, and that Mr Dhunna had made some admissions, as well as his financial circumstances, an appropriate sum to award was **£7,000.00**.

Signed:

**Victoria Goodfellow
Chair**

18 May 2021