

IN THE COURT OF FACULTIES

IN THE MATTER OF GURJIT SANGHERA, A NOTARY **AND** **THE NOTARIES (CONDUCT AND DISCIPLINE) RULES 2015** **(AS AMENDED) AND THE NOTARIES PRACTICE RULES 2019**

DECISION OF THE COURT

INTRODUCTION

1. On 18th April 2023 Ms Gurjit Sanghera (“the Respondent”) lodged her Respondent’s Statement pursuant to Rule 12 of the Rules. In that statement she made admissions in respect of her conduct in signing a Notarial Certificate but did not accept that the certificate gave a misleading impression, nor did she accept that she knew any of the facts set out on the certificate to be untrue. On 2nd October 2023 a Statement of Agreed Facts was provided to the court under Rule 14, The Respondent’s position had changed; she now accepted the Notarial Certificate may have given a false and misleading impression.
2. Her acceptance of the falsity of the certificate has allowed the court to deal with this matter without hearing any evidence. Whilst this could have been dealt with more expeditiously and at less expense if she had accepted her wrongdoing in April 2023, or before then, we will give her appropriate credit for her late acceptance of the position. We suspect that she – and the court – have her representative, Mr Tim Vaughan to thank for that. We express our thanks to him for the way he was able to assist us at the hearing with matters of explanation and as to mitigation. We also thank the Nominated Notary, Mr Andrew Lindsay, for the clear way in which the papers were presented and the efforts he made during the investigation to place an appropriate limit on potential lines of enquiry.

THE COMPLAINT

3. On 22nd November 2021 Mr Christopher Vaughan, in his capacity as Secretary to the Notaries Society, received a complaint from Mary Singh that a lawyer at NRI Legal Services had asked her and her children to sign a Power of Attorney in respect of a transaction concerning inherited property in India. The Respondent, who was instructed by NRI Legal Services, provided the Notarial Certificate in respect of the Power of Attorney without having met her or her children and without knowing whether the photographs attached to the certificate were of her and her children.
4. The Nominated Notary has, very properly, not looked into the transaction to which the Power of Attorney related, nor the reason why Mary Singh now wishes to have the Notarial Certificate declared invalid. These are not matters for this court.
5. The Notarial Certificate is dated 15th May 2018 and signed by the Respondent. It purports to certify:
 - (a) The genuineness of the signatures of Mary Singh, Meera Rose Sundar Singh and Nicholas Romeen Lampen Sundar-Singh;
 - (b) Photographs attached of those three persons were true likenesses of them;
 - (c) Copies of their passports were true copies of the originals;
 - (d) The Special Power of Attorney had been signed on that day by those three persons and had been witnessed by Salim Mulji and Jitendra Jotangia
6. It transpires that the Respondent, who has an office in Derby, travelled to the offices of NRI Legal Services in Leicester who instructed her to

notarise the Power of Attorney and accompanying documents. She was paid £90 for her services. She never met any of the three people whose signatures, photographs and passports she was attesting to. She was provided with correspondence, emails and copies of the passports and photographs. She was not present when the Power of Attorney was signed.

7. Salim Mulji and Jitendra Jotangia, who were employees of NRI Legal Services and who purported to have witnessed the signing of the Power of Attorney, reassured the Respondent that Mary Singh knew that she was going to notarise the documents on 15th May 2018 and that Mary Singh wanted her to do so in order to expedite the notarisation and to avoid inconvenience. .
8. The Respondent was aware of the general nature of the transaction in India. We accept that she was told that the Power of Attorney was needed urgently in India and we accept that she was told that the three members of the family lived in different parts of England and Scotland and could not meet together to sign the Power of Attorney in the time available. We note in passing that it must have struck the Respondent as unusual that the two witnesses to the signatures on the Power of Attorney had managed to see each of them sign on the document when she was told that it was impractical for them to meet with her. She was also told that Mary Singh was in poor health and could not travel.

DISCUSSION

9. We find it impossible to understand why the Respondent agreed to complete a Notarial Certificate or act in this matter at all. Urgency is a common feature of the business of a notary and, although a notary is bound to want to assist someone who is infirm or unwell, that can be accommodated by visiting them at their home, albeit that that might

involve an additional expense for the client. It cannot be an appropriate alternative to sign a document which would allow the reader to think that the notary had met with that person.

10. Insofar as the Respondent relies on the “interest of expediency where it was represented to her that the documents were urgent and that the complainant wished her to do so” we find that provides no valid reason for ignoring a fundamental requirement of a notary, namely, to check who they are dealing with by seeing them face to face and comparing original documents against the copies which the notary is certifying.
11. As we suggested at the hearing, the only truthful statement which she could have included on the Notarial Certificate which she signed in this case would have been words to the following effect:

“I do hereby certify that I have not met Mary Singh or Meera Rose Sundar Singh or Nicholas Romeen Lampen Sundar-Singh. I have been shown photographs of them which I am told are true likenesses of them. I have seen no original documents and have only seen photocopies of their signatures in passports to compare with the signatures on the Power of Attorney. The Power of Attorney came to me already signed and I have no way of verifying, other than from what I have been told, that the signatures were witnessed by Salim Mulji and Jitendra Jotangia when they completed the Power of Attorney and when I was not present.”

12. If she had correctly identified what she had done, we consider that the Notarial Certificate would not have been worth the paper it was written on.
13. In our judgment the Respondent lost sight of the purpose to which such a document could be put. Not only does she have a duty to her client, but as it stated at the top of the Notarial Certificate (reproducing her wording):

“To all to whom these presents shall come it be known that before me Gurjit Sanghera of Nottingham England Notary Public duly admitted and sworn and practicing within the United Kingdom of Great Britain and Wales I DO HEREBY CERTIFY...”

14. Further, the Respondent was aware that the documents she had notarised were to be used to support a property transaction in India of significant value and her certificate and the Power of Attorney were likely to be relied upon by lawyers, by public bodies and, potentially, the courts in India. The notary profession depends for its reputation here and abroad on the integrity of every notary; the failures by the Respondent which we have identified are capable of doing general damage to the Notaries Society and its members.
15. We accept that there is no suggestion that the documents she notarised were not true copies of the original documents.
16. We have decided that the Respondent has transgressed Rule 4.2.1 because she failed to uphold the proper administration of justice by signing the Notarial Certificate, the validity of such a document being fundamental to the proper administration of justice; 4.2.4 and 4.2.5, and the principles set out in Rules 7.4-7.6.

MITIGATION

17. We have taken the following personal mitigation into account in her favour:
 - (a) Having been admitted as a solicitor in 2003 and having qualified as a notary in 2008, this is the first time that she has had any complaint upheld against her or been subject to any disciplinary sanction by the regulator of either profession;
 - (b) She has never had any professional negligence claim made against her;

- (c) She deeply regrets that she allowed her normally high professional standards to slip on this occasion and offers an unreserved apology to the court;
 - (d) Her personal circumstances which we do not feel it right to expand upon in this document. We accept that she had financial and emotional pressures on her at the time and continues to do so. We have seen her accounts which indicate a very meagre income from her professional work.
18. The Respondent strongly contends that the documents provided to the court (and running to nearly 80 pages) show that Mary Singh only complained about the validity of the Notarial Certificate after she had used the Power of Attorney to complete one contract for sale of the property in India and only when she subsequently entered into one or more further contracts for the sale of the same property. The Respondent suggests that her complaint about the Notarial Certificate some three years after it had been signed is in an attempt to have the first contract for sale declared invalid on a technicality.
19. We do not agree that this history assists the Respondent. Whether it will, or should, have any effect on the validity of the first contract may be a matter for the courts in India and it is not something on which we could, or would, express a view. There are two flaws in her argument:
- (a) It is tantamount to saying that, but for Mary Singh's predicament in India, her fundamental breaches of the Notarial Rules and her misconduct as a notary would never have come to light, and
 - (b) That Mary Singh may be able to contest the first contract in light of the way she completed the Notarial Certificate only goes to underline that the Respondent's fundamental breaches may allow Mary Singh to contest a contract on a ground which she should never have had the advantage of.

PENALTY

20. We have reminded ourselves of the disciplinary sanctions available as set out in Paragraph 22.1 of The Notaries (Conduct and Discipline) Rules 2015 (as amended) and which range from the notary being struck off, to being suspended from practice, to conditions being placed on the scope or conduct of her practice, to training, and to being admonished. We have considered the options starting with the least serious sanction and then looking to see whether a more serious sanction is required to reflect the misconduct.
21. Whilst there may be cases where it would be appropriate to admonish a Respondent in respect of their first admitted case of misconduct, even where it involves something as fundamental as a notarial certificate, each case has to be looked at on its own facts and on what was known to the Respondent when she completed the certificate.
22. We have decided it would be inappropriate to require her to carry out any training because she has learnt her lesson, nor is it necessary to impose any conditions on her future scope or conduct.
23. Taking into account all the mitigating factors and, importantly, that she eventually admitted her wrongdoing, we have decided that it is not appropriate to strike off the Roll of Notaries but that she should be suspended from practice for four months.

COSTS

24. We have yet to consider whether she should pay the costs of investigating the complaint and the costs of the court hearing. The Nominated Notary and the Faculty Office are to submit their costs within

seven days and those figures should be sent to the Respondent and to Mr Tim Vaughan.

25. The Respondent should reply within 14 days and we will then consider her representations in writing. Conscious that this timetable will take matters very close to Christmas, we grant leave for the Respondent to ask for a reasonable extension of time to respond if she needs it.

His Honour Judge Leonard KC (Commissary)

Mrs Elizabeth McQuay (Lay Assessor)

Mr Charles Henshaw (Notary Assessor)

4th December 2023