

Law Society of Singapore v Sivakolunthu Thirunavukarasu
[2006] SGHC 68

Case Number : OS 1909/2005, SUM 245/2006
Decision Date : 24 April 2006
Tribunal/Court : High Court
Coram : Belinda Ang Saw Ean J; Andrew Phang Boon Leong JA; Judith Prakash J
Counsel Name(s) : Zaheer K Merchant (Madhavan Partnership) for the applicants; Respondent in person, absent
Parties : Law Society of Singapore — Sivakolunthu Thirunavukarasu

Legal Profession – Show cause action – Advocate and solicitor using forgery and fraud to mortgage clients' property for own benefit and misapplying clients' monies – Whether advocate and solicitor's conduct amounting to fraudulent or grossly improper conduct – Appropriate order to be made – Sections 83(2)(b), 83(2)(h) Legal Profession Act (Cap 161, 2001 Rev Ed)

24 April 2006

Belinda Ang Saw Ean J (delivering the judgment of the court):

1 This was an application by the Law Society of Singapore ("the Law Society") under s 98(5) of the Legal Profession Act ("the Act") (Cap 161, 2001 Rev Ed) to make final an order to show cause. At the conclusion of the hearing, we granted the application and ordered the respondent, Sivakolunthu Thirunavukarasu, to be struck off the roll of advocates and solicitors of the Supreme Court of Singapore. We now give our reasons.

2 The respondent was an advocate and solicitor of the Supreme Court of Singapore of 25 years' standing. She was called to the Bar in 1981. At all material times, she was a consultant in the firm of M/s Dass & Co. Her husband, M Amaladass, was the sole proprietor of the firm.

3 The facts are straightforward. The respondent was instructed to give effect to a settlement agreement that was made between the respondent's clients and their brother, Sim Thian Oh ("STO"), on 23 April 2002 ("the Settlement Agreement"). The respondent's clients were Sim Ah Ban ("SAB") and his five brothers. Under the terms of the Settlement Agreement, the respondent's clients were to pay \$4.2m to STO. Payment of the settlement sum was partly in cash, which included the proceeds of sale of shares in a private company, and by way of transfer of a motor vehicle and a property at Tanjong Katong. In return, STO was to transfer his share and interest in seven other properties to the respondent's clients, including the property located at 23 Senang Crescent, Singapore. As the title deed to one property was missing, title deeds to six of the seven properties in STO's name were delivered to the respondent on 20 September 2002, with instructions to take steps to sell three of the seven properties so that the proceeds of sale could be used to pay the balance due under the settlement by a certain time. Instructions were also given to transfer STO's share in four other properties to the respondent's clients.

4 In connection with those instructions, the respondent was to see to the transfer of 23 Senang Crescent to her clients. Instead, the respondent on 5 April 2004 transferred three-quarter share in the Senang Crescent property to herself with Sim Chiang Lee ("SCL"), holding the other quarter share. The transfer document was purportedly executed by SAB and his brothers, SCL and Sim Sien Tiong ("SST"). About the same time, the respondent mortgaged her share in the property to Malayan Banking Berhad ("Maybank"). The mortgage was purportedly signed by the respondent and SCL. SAB, SCL and SST asserted that their signatures were forged.

5 On a separate occasion, in purported discharge of her instructions to give effect to the Settlement Agreement, the respondent requested some money from her clients for payment of stamp fees for the transfer of four properties. The clients sent \$13,106 as requested by way of a cheque dated 21 April 2003 and made out in favour of "Commissioner of Stamp Duties". Unknown to them, the respondent misapplied the stamp fees towards the unauthorised discharge of liabilities relating to a completely separate property transaction involving a different client.

6 The respondent's clients learned of her nefarious deeds after STO entered default judgment against them for breach of the terms of the Settlement Agreement and statutory demands from STO's lawyers were served in March 2004 on SST and SAB. Around the same time, Maybank as mortgagee lodged a caveat against the Senang Crescent property. In the usual course, SCL received the Singapore Land Authority's written notification dated 19 March 2004 of the bank's caveat. SAB came to know about the misuse of the stamp fees from a lawyer appointed to investigate the matter.

7 According to SAB, the respondent offered to mortgage a property she owned as well as her brother's property to settle the matters, all within a period of two or three months. The offer was rejected. The respondent pleaded for time and asked to be given until 16 April 2004 to make amends. The respondent wrote on 16 April 2004 to SAB informing him that a redemption notice had been given to Maybank and proposed repayment of the redemption moneys by instalments. Her proposals were again rejected by SAB.

8 SAB lodged two related complaints with the Law Society. Separately, a police report was made on 14 April 2004.

9 The Disciplinary Committee found that there was overwhelming evidence against the respondent. The findings of professional misconduct were that the respondent had forged the signatures of her clients in the transfer of a share in the property to herself and the mortgage to Maybank. SAB, SCL and SST had all testified that the signatures on the transfer were not theirs. SCL also confirmed that the signature on the mortgage was not his. It was obvious that the respondent had wanted to raise funds for herself and to that end resorted to forgery and fraud. In addition, she deceived her clients into giving her a cheque in the sum of \$13,106 made out in favour of the "Commissioner of Stamp Duties" supposedly to pay stamp duty on the transfers of four properties under the terms of the Settlement Agreement. She fraudulently made use of the cheque to pay the stamp fee of another client in a different transaction. The Disciplinary Committee had no difficulty concluding that all the charges based on ss 83(2)(b) and 83(2)(h) of the Act were made out and determined that cause of sufficient gravity existed for disciplinary action under s 83(1) of the Act against the respondent.

10 The respondent was not represented nor was she present to make any submissions before the Disciplinary Committee or this court. She has apparently absconded and her whereabouts are unknown.

11 This was a clear case of fraudulent and grossly improper conduct on the part of the respondent in the discharge of her professional duty. The respondent had behaved with conscious and brazen impropriety in connection with her professional work. She must have realised that that she could not have kept her forgeries a secret for long. When she was found out, she as much as admitted to the fraud in her letter of 16 April 2004. Equally audacious was her misuse of clients' money received in the course of the exercise of her professional work.

12 The trust that the public rightly place in their lawyers to dutifully carry out their instructions will be greatly weakened without a high standard of professional rectitude or if that standard was not

maintained and allowed to decline. Professional misconduct involving fraud and dishonesty deserves the severest penalty. The court in exercising jurisdiction under s 83(1) will have regard for the clients of the defaulting solicitor and the protection of the public against similar defaults by other solicitors through the court registering its disapproval of what the respondent has done as well as the interests of this profession. See *Law Society of Singapore v Ravindra Samuel* [1999] 1 SLR 696 at [11] to [13].

13 Accordingly, we granted the Law Society's application and ordered the respondent to be struck off the roll of advocates and solicitors of the Supreme Court of Singapore. We further ordered that the respondent should bear the costs of these proceedings and the costs in the disciplinary proceedings.

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