IN THE COURT OF 3 SUPREME COURT JUDGES OF THE REPUBLIC OF SINGAPORE

[2025] SGHC 44

Originating Application No 2 of 2024

Between

The Law Society of Singapore

… *Applicant*

And

Chen Kok Siang Joseph

… *Respondent*

Originating Application No 5 of 2024

Between

The Law Society of Singapore

… *Applicant*

And

Chen Kok Siang Joseph

… *Respondent*

GROUNDS OF DECISION

[Legal Profession — Professional conduct — Breach — Rule 5(2) Legal Profession (Professional Conduct) Rules 2015]
[Legal Profession — Professional conduct — Breach — Rule 11(2)(*a*) Legal Profession (Professional Conduct) Rules 2015]
[Legal Profession — Professional conduct — Breach — Rule 16(3)(*a*) Legal Profession (Professional Conduct) Rules 2015]
[Legal Profession — Professional conduct — Breach — Rule 17(3) Legal Profession (Professional Conduct) Rules 2015]
[Legal Profession — Professional conduct — Breach — Rule 18(*a*) Legal Profession (Professional Conduct) Rules 2015]
[Legal Profession — Professional conduct — Breach — Rule 22(2) Legal Profession (Professional Conduct) Rules 2015]
[Legal Profession — Professional conduct — Breach — Rule 32 Legal Profession (Professional Conduct) Rules 2015]
[Legal Profession — Professional conduct — Due cause of sufficient gravity for advocate and solicitor to be liable to punishment — Sentencing principles — Circumstances in which order for advocate and solicitor to be struck off the roll is the presumptive penalty — Section 83(1)(*a*) Legal Profession Act (Cap 161, 2009 Rev Ed)]
[Legal Profession — Professional conduct — Improper conduct or practice as an advocate and solicitor — Breach of rules of conduct promulgated by Professional Conduct Council under Section 71(2) Legal Profession Act (Cap 161, 2009 Rev Ed) — Section 83(2)(*b*)(i) Legal Profession Act (Cap 161, 2009 Rev Ed)]

Law Society of Singapore
v
Chen Kok Siang Joseph and another matter

[2025] SGHC 44

Court of 3 Supreme Court Judges — Originating Applications Nos 2 and 5 of 2024
Sundaresh Menon CJ, Belinda Ang Saw Ean JCA and Judith Prakash SJ
17 October, 25 November 2024

17 March 2025

Judith Prakash SJ (delivering the grounds of decision of the court):

Introduction

1 This case concerns two applications, C3J/OA 2/2024 ("OA 2") and C3J/OA 5/2024 ("OA 5") (collectively, the "Applications"), filed by the applicant, the Law Society of Singapore (the "Law Society"), against Mr Chen Kok Siang Joseph, an advocate and solicitor of the Supreme Court since 25 July 1998 ("Mr Chen"). In both OA 2 and OA 5, the Law Society sought an order of the Court of Three Judges (the "C3J") that Mr Chen be struck off the roll of advocates and solicitors *per* s 98(1) read with s 83(1) of the Legal Profession Act (Cap 161, 2009 Rev Ed) (the "LPA").

2 On 25 November 2024, after considering the parties' submissions, we ordered that Mr Chen be struck off the roll and awarded costs to the Law Society. The following are the grounds of our decision.

Factual background

Mr Chen's law practice

3 At all material times, Mr Chen was the sole proprietor of the law firm called M/s Joseph Chen & Co ("JCC"). Among JCC's employees at the material times were one Mr Saha Ranjit Chandra ("Mr Ranjit") and one Mr Dulal Chandra Baroi ("Mr Dulal"). Mr Ranjit apparently had a law degree from "Kolkata University (India)" as stated on his business card, which also reflected his title in JCC as "Senior Legal Executive". However, he was not admitted to practise law in Singapore. Mr Dulal held the title of "Client's Relationship Manager". At some point, JCC also employed one Mr Modak Subir ("Mr Modak") and one Mr Lim Joo Chate ("Mr Lim") as paralegals.

4 JCC operated two branches – one situated at Roberts Lane and the other at People's Park Centre. Both Mr Ranjit and Mr Dulal could speak Bengali. Mr Chen could not. JCC's letterhead showed that the Roberts Lane branch office dealt with the conduct of, *inter alia*, "Personal Injury Claims", and it described Mr Dulal as the "Manager" of the Roberts Lane branch office and the contact person there (*cf*, the People's Park Centre branch office, for which Mr Chen was listed as the relevant contact person instead).

Factual matrix of OA 2

5 On or around 6 April 2016, Mr Jony Advaita Sarkar ("Mr Jony"), a Bangladeshi national who was in Singapore on a work permit and working as a marine-trades worker for GSI Offshore Pte Ltd ("GSI"), suffered workplace injuries to his neck and left pelvis. Shortly thereafter, Mr Jony engaged JCC to act for him to obtain compensation for the aforesaid workplace injuries. JCC accordingly filed a claim with the Ministry of Manpower (the "MOM") for

compensation under the Work Injury Compensation Act (Cap 354, 2009 Rev Ed) (the "WICA Claim").

6 On 11 July 2017, the MOM provided its Notice of Assessment to JCC in relation to the WICA Claim. This Notice assessed the compensation payable to Mr Jony at $2,444.65. Mr Ranjit then advised Mr Jony to withdraw his WICA Claim on the basis that he stood to receive a greater sum of compensation by pursuing a common law personal injury claim in court instead (the "Court Claim"). According to Mr Jony, a figure of $50,000.00 was mentioned. Based on this advice, Mr Jony agreed to withdraw his WICA Claim, and the claim was withdrawn on 8 August 2017.

7 On 11 August 2017, Mr Jony executed a Warrant to Act appointing JCC to act on his behalf in relation to the Court Claim (the "WTA"). Mr Chen signed the WTA as witness. The WTA provided, *inter alia*, that JCC's legal costs and disbursements and "reimbursement for all monies or expenses that [JCC] or the staff Dulal and Ranjit had paid for me [Mr Jony] whilst I was in Singapore before my repatriation" could be deducted from the proceeds of the Court Claim and paid to them in priority to any sums paid to Mr Jony.

8 On 21 August 2017, Mr Jony executed a Power of Attorney appointing Mr Chen as the donee of the powers to manage Mr Jony's affairs and act on his behalf in relation to the Court Claim (the "POA"). Its contents were interpreted to Mr Jony by Mr Ranjit in Bengali. The POA gave Mr Chen the power to, *inter alia*, deduct his solicitor and client costs, disbursements, and "all advances that have been made to me [Mr Jony] and other payments incurred or paid by [Mr Chen] or by any other person on my behalf" from the proceeds of the Court Claim. Mr Jony left Singapore for Bangladesh on 27 August 2017.

9 On 14 November 2017, JCC filed the Court Claim in the District Court on Mr Jony's behalf against both GSI and Mr Jony's putative "common law employer", *viz*, Dyna-Mac Engineering Services Pte Ltd ("Dyna-Mac"). In November or–December 2018, JCC entered into a settlement of the Court Claim on Mr Jony's behalf with GSI and Dyna-Mac for a total sum of $11,000.00 of which Dyna-Mac was to pay $6,000.00, and GSI, the remaining $5,000.00 (the "Settlement").

10 On or around 17 December 2018, JCC received $6,000.00 from Dyna-Mac pursuant to the Settlement. This sum was deposited into JCC's client account, then transferred by Mr Chen into JCC's office account in alleged satisfaction of Mr Chen's legal costs and disbursements, pursuant to the WTA and POA. Subsequently, JCC filed a Notice of Discontinuance to discontinue the Court Claim against Dyna-Mac on 15 January 2020. As GSI had not made any payment, the suit was not discontinued against it. Mr Jony only came to learn of the Settlement, the payments and the discontinuation of the Court Claim against Dyna-Mac on or around 28 November 2020, when he telephoned Mr Dulal requesting an update on his matter with JCC. Mr Jony therefore filed a complaint against Mr Chen with the Law Society on 20 December 2020.

Factual matrix of OA 5

11 On or around 7 August 2012, Mr Rana Masud Abdul Jalil Hawlader ("Mr Masud"), a Bangladeshi national then working in Singapore, suffered an injury whilst he was seated in a lorry. He appointed lawyers who filed a lawsuit on his behalf in the District Court on 19 August 2014 (the "Lawsuit"). Mr Masud, who was then in Bangladesh, became dissatisfied with the progress of the Lawsuit. Therefore, he asked a relative in Singapore, Mr Md Alamin

("Mr Alamin"), to find and appoint new lawyers to handle the Lawsuit. Accordingly, sometime in 2015, Mr Alamin approached JCC to request that they act for Mr Masud. Mr Ranjit and Mr Dulal then discussed the Lawsuit with Mr Alamin. Mr Masud was on the telephone with Mr Alamin during this meeting. Mr Masud sent over some medical documents via e-mail but was informed by Mr Dulal that further documents were required, including an MRI scan. On or about 17 September 2015, Mr Dulal drafted a letter for Mr Masud, which authorised Mr Alamin to collect Mr Masud's MRI report from Tan Tock Seng Hospital ("TTSH") on Mr Masud's behalf.

12 On or around 3 December 2015, JCC prepared a letter, which was signed by Mr Masud, discharging his then-law firm from acting for him in his Lawsuit and appointing JCC to act in their stead (the "Discharge Letter"). On 18 December 2015, JCC sent the Discharge Letter to Mr Masud's former law firm and sought all relevant documents from them in relation to the Lawsuit. The contents of the Discharge Letter were translated into Bengali by a Bangladeshi interpreter for Mr Masud. Notably, JCC's Register of Clients noted that the limitation period for Mr Masud's claim had expired on 6 August 2015, some months before JCC was engaged.

13 Thereafter, however, JCC did not take any step or proceeding in the Lawsuit on Mr Masud's behalf. No Notice of Change of Solicitor was filed in the Lawsuit. Nor did JCC take other steps to gain access to the e-Litigation archive for the Lawsuit. On 23 October 2016, the Lawsuit was "deemed to have been discontinued" because no step or proceeding had been taken in the action for more than a year (see O 21 r 2(6) of the Rules of Court (2014 Rev Ed) (the "ROC 2014")).

14 In July and August 2018, Mr Masud visited JCC's office three times to find out the status of the Lawsuit. He was given excuses but no update. On 28 August 2018, Mr Masud found out about the discontinuance of the Lawsuit from third parties. On 31 August 2018, Mr Chen informed Mr Masud that JCC was unable to assist Mr Masud any longer and advised him to re-engage his former law firm instead. According to Mr Masud, that was the only occasion on which he met Mr Chen. Mr Masud filed a complaint against Mr Chen with the Law Society on 5 September 2018.

Procedural history of the Applications

Procedural history of the OA2 DT Proceedings

15 A Disciplinary Tribunal was constituted in respect of the charges that formed the subject-matter of OA 2 on 25 May 2022 (the "OA2 DT"). The Law Society brought eleven charges and eight alternative charges against Mr Chen. The contents of the charges are reproduced in full in **ANNEX A: LAW SOCIETY'S CHARGES IN OA 2**.

16 The charges may be categorised as follows –

(a) first, charges relating to JCC's advice to Mr Jony that, if he dropped his WICA Claim, he stood to receive a greater sum by pursuing the Court Claim (see the **First Charge** and the **First Alternative Charge**);

(b) secondly, charges relating to JCC's handling of the Settlement, the Court Claim and the Settlement sum received, as well as the alleged failure by Mr Chen to advise Mr Jony, keep him abreast of relevant developments, and take instructions from him (see the **Second Charge**,

the **Third Charge**, the **Third Alternative Charge**, the **Fourth Charge**, and the **Fourth Alternative Charge**);

(c) thirdly, charges relating to Mr Chen's failure to keep contemporaneous records of the advice rendered to, and the instructions received from, Mr Jony (see the **Fifth Charge** and the **Sixth Charge**);

(d) fourthly, charges relating to Mr Chen's failure to exercise proper supervision over his employees Mr Ranjit and Mr Dulal (see the **Seventh Charge** and the **Seventh Alternative Charge**); and

(e) fifthly, charges relating to Mr Chen's failure to properly advise Mr Jony on the terms of the WTA and the POA (see the **Eighth Charge** and the **Eighth Alternative Charge**) and the various conflicts of interest that Mr Chen had allegedly placed himself in as a result of the provisions in these documents (see the **Ninth Charge**, the **Ninth Alternative Charge**, the **Tenth Charge**, the **Tenth Alternative Charge**, the **Eleventh Charge**, and the **Eleventh Alternative Charge**).

17 All main charges were framed under s 83(2)(*b*) of the LPA (*ie*, improper conduct or practice) while all alternative charges were framed under s 83(2)(*h*) of the same (*ie*, misconduct unbefitting an advocate and solicitor). In preparation for the hearing before the OA2 DT, the Law Society obtained an affidavit of evidence-in-chief ("AEIC") from Mr Jony, exhibiting his letter of complaint (the "Complaint") and statutory declaration (the "Statutory Declaration") in support of the Complaint (the "Jony AEIC"). The Jony AEIC was made on 8 November 2022 by Mr Jony before a notary public in Bangladesh. Thereafter, however, the Law Society was unable to contact Mr Jony despite several efforts to do so and could not call him as a witness at

the OA2 DT hearing. The Law Society alleged that Mr Jony had informed them that he was being harassed by Mr Ranjit and Mr Dulal and was afraid to continue to be in contact with them.

18 The OA2 DT held hearings in February and March 2023 and then again in July 2023. The Law Society's representative and sole witness, Mr K Gopalan ("Mr Gopalan"), gave evidence on 28 February 2023. His evidence recounted his dealings with Mr Jony and the filing of the Complaint and the Statutory Declaration. The Jony AEIC was exhibited to Mr Gopalan's AEIC. Two witnesses gave evidence in Mr Chen's defence, *viz*, Mr Chen himself, who gave evidence on 28 February 2023 and 1 March 2023, and his paralegal, Mr Lim, who gave evidence on 1 March 2023 and 2 March 2023.

19 On 28 February 2023, Mr Chen conceded to the following charges: (i) the **Fourth Charge** and the **Fourth Alternative Charge**; (ii) the **Eighth Charge**; and (iii) the **Eleventh Charge** and the **Eleventh Alternative Charge**. However, he recanted these concessions on 1 March 2023.

20 At the adjourned hearing on 4 July 2023, Mr Chen unexpectedly called Mr Jony himself as a witness in support of Mr Chen's defence. He also wanted to adduce an affidavit purportedly made by Mr Jony and one Mr Sala Uddin (the "Joint AEIC"). The Joint AEIC supported Mr Chen's defence that an imposter had impersonated Mr Jony and falsely issued a complaint against Mr Chen with the Law Society. However, when Mr Jony took the stand to affirm the truth of the contents of the Joint AEIC, he alleged that one of the signatures on the Joint AEIC was "fake". Mr Chen then withdrew Mr Jony as his witness, and the Joint AEIC was never admitted into evidence. Moreover, whilst the authenticity of that signature on the Joint AEIC was being clarified,

Mr Jony stated: "I am filing a complaint against the company, Joseph Chen Associates, but I actually do not know who this lawyer is. I do not recognise him. The person that I recognise is Ranjit Chandra Saha. He told me that he is a lawyer. Yes."

21 The OA2 DT issued its report on 22 December 2023 (the "OA2 DT Report"). The OA2 DT found:

(a) The **First Charge** and the **First Alternative Charge** (*viz*, advising Mr Jony that he could receive compensation of at least $50,000.00 by pursuing his Court Claim, when Mr Chen knew or ought to have known that there was no basis for that advice), were *not* made out beyond a reasonable doubt since, according to Mr Jony, it was Mr Ranjit who had given him that advice (see the OA2 DT Report at [73]–[75]).

(b) The **Second Charge** and the **Third Charge** (*viz*, keeping Mr Jony in the dark concerning the Settlement, the receipt of money pursuant to the Settlement and the way the money was applied) and the **Fourth Charge** (*viz*, keeping Mr Jony in the dark about the discontinuance of his Court Claim) were made out beyond a reasonable doubt (see the OA2 DT Report at [107] and [114]).

(c) The **Fifth Charge** and the **Sixth Charge** (*viz*, the failure to keep proper contemporaneous records) were made out beyond a reasonable doubt (see the OA2 DT Report at [120]).

(d) The **Seventh Charge** (*viz*, the failure to properly supervise JCC's employees, *ie*, Mr Ranjit and Mr Dulal) was made out beyond a reasonable doubt (see the OA2 DT Report at [129]).

(e) Mr Chen pleaded guilty to the **Eighth Charge** by conceding that he had failed to properly advise Mr Jony as to the terms of the WTA and the POA, so that charge and the **Alternative Eighth Charge** were made out beyond a reasonable doubt (see the OA2 DT Report at [132]).

(f) By procuring Mr Jony's execution of the WTA and the POA, which documents contained terms that would allow Mr Chen to deduct his legal fees out of the proceeds of the Court Claim as a first priority and further reimburse expenses paid by JCC and its staff as "the next priority", Mr Chen had placed himself in a position of conflict between his interests and his duty to further the best interests of Mr Jony. Consequently, the **Ninth Charge**, the **Tenth Charge**, and the **Eleventh Charge** were made out beyond a reasonable doubt (see the OA2 DT Report at [142]).

22 The OA2 DT found Mr Chen's conduct to be particularly egregious in relation to his total failure to tell Mr Jony anything at all about the Settlement (or to obtain Mr Jony's prior consent to it), the receipt of the Settlement money, and the way in which this had been applied. In the OA2 DT's view, Mr Chen's misconduct demonstrated "his complete dereliction of the duties to his client" and was "inexcusable and wholly unmitigated". The OA2 DT also noted that Mr Chen had tried to rely on documents which were "exposed at the hearing to have been back-dated and fabricated". Based on the totality of the charges made out against Mr Chen, cause of sufficient gravity for disciplinary action

per s 93(1)(*c*) of the LPA was shown in respect of Mr Chen's offending acts (see the OA2 DT's Report at [144]–[149]).

23 On 22 January 2024, the Law Society applied in OA 2 for disciplinary action to be taken against Mr Chen pursuant to s 98(1) read with s 83(1) of the LPA.

Procedural history of the OA5 DT Proceedings

24 A Disciplinary Tribunal was constituted in respect of the charges that formed the subject-matter of OA 5 on 29 December 2022 *per* s 90(1) of the LPA (the "OA5 DT"). The Law Society brought three charges and three alternative charges against Mr Chen. The contents of those charges are reproduced in full in **ANNEX B: LAW SOCIETY'S CHARGES IN OA 5** below. In summary, they contained the following allegations:

(a) The **First Charge** (and the **First Alternative Charge**) accused Mr Chen of having failed to exercise proper supervision over Mr Ranjit and Mr Dulal by, among other things, failing to be present when they had translated Mr Chen's legal advice to Mr Masud.

(b) The **Second Charge** (and the **Second Alternative Charge**) alleged that Mr Chen had failed to act with reasonable diligence by failing to take any steps to contact Mr Masud between February and October 2016 and by allowing the Lawsuit to be automatically deemed discontinued through his inaction.

(c) The **Third Charge** (and the **Third Alternative Charge**) alleged that Mr Chen had failed to give timely advice to Mr Masud by

failing to advise him as to the circumstances in which the Lawsuit would be automatically deemed discontinued.

25 All three main charges were framed under the "improper conduct or practice" limb under s 83(2)(*b*) of the LPA, and each of the respective alternative charges concerned the same allegations of fact, but they were framed under s 83(2)(*h*) (*viz*, misconduct unbefitting an advocate and solicitor) instead.

26 The OA5 DT heard evidence on 3 July 2023 and 26 July 2023. Two witnesses gave evidence for the Law Society, *viz*, Mr Masud and Mr Alamin, while Mr Chen gave evidence in his own defence.

27 The OA5 DT issued its report on 28 February 2024 (the "OA5 DT Report"). It made the following findings:

(a) On Mr Chen's contention that there was no retainer between JCC and Mr Masud, there being no express letter of engagement or warrant to act and no Notice of Change of Solicitors filed in the Lawsuit, the facts supported a finding that an intention to enter into a contractual relationship ought fairly and properly be imputed to Mr Chen, and as such a retainer was formed on 2 December 2015, when Mr Masud's name was entered into JCC's Register of Clients (see the OA5 DT Report at [122]–[129]). Further, Mr Chen's assertion that the "general basis" retainer (which he had admitted existed) came to an end and that a solicitor would be discharged from such a retainer when he advised his client that the client's case is weak or without merit, was untenable and without basis.

(b) The OA5 DT also rejected Mr Chen's contention that the retainer was in any event terminated on 31 January 2016 and held that, at the earliest, the retainer came to an end on or about 31 August 2018, when Mr Chen informed Mr Masud that there was nothing he could do and advised Mr Masud to go back to his former solicitors (see the OA5 DT Report at [142]).

(c) Mr Chen was found not guilty on the **First Charge** but convicted on the **First Alternative Charge**. While Mr Chen failed to exercise consistent and constant supervision over Mr Ranjit and Mr Dulal while they were handling Mr Masud's case (see the OA5 DT Report at [145]), his conduct was not grave enough to cross the threshold of a s 83(2)(*b*) offence under the LPA. Instead, his conduct fell into the category of misconduct unbefitting an advocate and solicitor under s 83(2)(*h*) of the same (see the OA5 DT Report at [167] and [169]).

(d) Mr Chen was convicted on the **Second Charge** as he had taken no steps to contact Mr Masud and failed to keep him abreast of relevant developments *vis-à-vis* the progress of his Lawsuit. Mr Chen's breach was particularly egregious because, as he had admitted, he was not even aware of the developments in the case despite having accepted the retainer. The gravity of his breach was amplified by his evidence that, if he had done an analysis of the merits of the Lawsuit, he would have let the action lapse and deliberately let the time bar set in (see the OA5 DT Report at [157]–[160]).

(e) Mr Chen was convicted on the **Third Charge** as he had failed to provide timely advice to Mr Masud on the Lawsuit and the

circumstances in which it would be deemed discontinued under the ROC 2014 (see the OA5 DT Report at [164]–[165]).

28 Based on the totality of Mr Chen's offending conduct, cause of sufficient gravity for disciplinary action *per* s 93(1)(*c*) of the LPA was shown in respect of Mr Chen (see the OA5 DT Report at [167]–[170]). The OA5 DT observed that the **Second Charge** and the **Third Charge** amounted to grossly improper conduct (that is, conduct which was dishonourable to him as a man and dishonourable in his profession) because he simply took no steps to properly consider or advance his client's case or to discharge himself so that his client could get other lawyers. He wholly failed to protect his client's interests, and worse, had he known the facts of the case, he would have sought to stifle it despite having no legal basis to do so (see the OA5 DT Report at [168]).

29 On 27 March 2024, the Law Society applied in OA 5 for disciplinary action to be taken against Mr Chen pursuant to s 98(1) read with s 83(1) of the LPA.

Procedural history of the C3J proceedings

30 The Applications were fixed for hearing before this court on 17 October 2024. On the night before the hearing, *viz*, 16 October 2024, Mr Chen wrote to inform the Registry that he was attending at the Accident & Emergency Department of TTSH on account of several physical ailments. Later that night, he was admitted to TTSH. Accordingly, we adjourned the hearing on 17 October 2024 and directed that Mr Chen submit a medical certificate. That same day, Mr Chen sent in a hospitalisation memo from TTSH dated 17 October 2024.

31 Pursuant to Mr Chen's request, which the Law Society did not object to, on 1 November 2024, this court granted an extension of time until 19 December 2024 for Mr Chen to furnish a medical report from TTSH. The Applications were fixed for further hearing on 25 November 2024.

32 At the start of the adjourned hearing on 25 November 2024, Ms Diana Foo ("Ms Foo") appeared before us on behalf of Mr Hassan Esa Almenoar (alias Syed Hassan bin Syed Esa Almenoar) of R Ramason & Almenoar ("Mr Almenoar"), whom Mr Chen had appointed to act for him in relation to the Applications. On behalf of Mr Almenoar, Ms Foo sought an adjournment of the hearing of the Applications on the basis that Mr Almenoar was unavailable on 25 November 2024, due to the fact that (i) he was on an overseas trip at the time; and (ii) he had yet to have an opportunity to take instructions from Mr Chen. The Law Society, however, objected to any adjournment.

33 We refused the application to adjourn. At the prior hearing of 17 October 2024, we had indicated to Mr Chen that he would be well-advised to arrange for counsel to represent him in relation to the Applications by the time the next hearing came around. Accordingly, Mr Chen had more than a month from 17 October 2024 to 25 November 2024 to seek legal representation for himself. Despite the length of time that was available to him, Mr Chen chose to engage Mr Almenoar in the week of 11 November 2024 – *ie*, approximately two weeks before the hearing date of 25 November 2024.

34 Moreover, when Mr Chen engaged Mr Almenoar, he was apprised of the fact that Mr Almenoar would be unavailable on 25 November 2024, due to the latter's previously scheduled overseas trip. Nevertheless, Mr Chen not only chose to engage Mr Almenoar, instead of searching for another lawyer who

would be available on the hearing date, but also failed to send in a correspondence to the Registry apprising the court of Mr Almenoar's unavailability and seeking an adjournment. Rather, Mr Chen chose to wait until the day of the hearing itself to seek such an adjournment.

35 In so doing, Mr Chen displayed a disrespect for the court and its time and a lackadaisical attitude to the court's timelines and management of his case. As we explained to Mr Chen on 25 November 2024, the proper course would have been to write into court in advance of the hearing requesting an adjournment on account of Mr Almenoar's unavailability and, if such request was not granted, to engage another lawyer who would be available to appear on the material date to represent him.

36 Instead, Mr Chen sought to place this court in a difficult position on 25 November 2024 itself by presenting both the appointment and non-availability of Mr Almenoar as a *fait accompli*, with an adjournment of the hearing having to follow as a matter of course or leave Mr Chen unrepresented as a result. In so doing, Mr Chen transgressed the basic principles of etiquette expected of advocates and solicitors in their dealings with the court and fell foul of his duty to "present a case, and behave, before a court or tribunal in a manner which is respectful of the court or tribunal" (see r 13(1), Legal Profession (Professional Conduct) Rules 2015 (the "PCR 2015")).

37 For the foregoing reasons, we denied the request for an adjournment and proceeded with the hearing of the Applications on 25 November 2024. We would add, for clarity, that Ms Foo had appeared before us on Mr Almenoar's behalf to seek the adjournment not to represent Mr Chen in relation to the

Applications themselves. Therefore, Mr Chen represented himself on the merits of the Applications.

Issues before the C3J

38 In the context of proceedings instituted under s 94(1) read with s 98(1) of the LPA, the central inquiry is (i) whether the Law Society has demonstrated that there is due cause of sufficient gravity for disciplinary action to be taken against the respondent advocate and solicitor; and (ii) if it has been so demonstrated, in the circumstances, what the appropriate sanction is (see *Law Society of Singapore v Seah Zhen Wei Paul and another matter* [2024] 5 SLR 915 at [3] and *Law Society of Singapore v Hanam, Andrew John* [2023] 4 SLR 1280 ("*Andrew Hanam*") at [45]).

39 It followed that these were the issues that we had to decide in relation to the Applications –

(a) First, was there due cause of sufficient gravity for disciplinary action to be taken against Mr Chen in relation to the charges in OA 2?

(b) Second, was there due cause of sufficient gravity for disciplinary action to be taken against Mr Chen in relation to the charges in OA 5?

(c) Lastly, due cause having been shown under s 83(1) of the LPA in each case, what the appropriate penalty to be meted out to Mr Chen was.

40 Having considered the parties' submissions and all the evidence that was before us, we were satisfied that due cause of sufficient gravity had been shown in respect of the **Second Charge** through to the **Eleventh Charge** in OA 2 and

in relation to the **First Alternative Charge**, the **Second Charge**, and the **Third Charge** in OA 5, and that the appropriate sanction in the circumstances was for Mr Chen to be struck off the roll of advocates and solicitors of the Supreme Court (see s 83(1)(*a*), LPA).

Parties' submissions in OA 2 and our decision

41 In this section, references to the DT mean the OA2 DT.

The Law Society's submissions

42 The Law Society did not challenge the DT's acquittal of Mr Chen on the **First Charge** and the **First Alternative Charge**. Instead, the Law Society relied upon the OA2 DT Report and the conviction of Mr Chen on the other ten charges and their alternatives to support its submission that there was due cause for Mr Chen to be dealt with by this court and that the appropriate sanction would be to strike him off. It submitted that in relation to the **Second Charge**, the **Fifth Charge** and the **Sixth Charge**, Mr Chen had acted dishonestly.

43 On the **Second Charge** (on the entry into the Settlement and the usage of the Settlement sum received), the DT found that Mr Chen had failed to obtain Mr Jony's consent before executing the Settlement with GSI and Dyna-Mac – there being no objective evidence to show that Mr Chen ever told Mr Jony about the Settlement beforehand. The DT also found that Mr Chen had failed to inform Mr Jony regarding the receipt of the Settlement moneys and proceeded to apply those moneys towards JCC's own fees and disbursements without the consent or knowledge of Mr Jony. The Law Society submitted that this amounted to dishonest dealing with his client and his client's money.

44 The Law Society submitted in relation to the **Fifth Charge** and the **Sixth Charge** (on the failure to keep proper contemporaneous records) that Mr Chen had relied on fabricated documents before the DT to attempt to establish that contemporaneous records were kept. These documents were appended to the AEIC of Mr Chen in the DT proceedings. They were letters which were purportedly sent by Mr Jony to JCC which made mention of, among other things, past instructions or updates given by JCC to Mr Jony in relation to the Court Claim. The Law Society's case was that Mr Chen's attempts to rely on false evidence to refute these allegations of failing to keep contemporaneous records showed his dishonesty.

45 In relation to the charges concerning the execution of the POA and the WTA, and conflicts of interest arising therefrom (*ie*, the **Eighth Charge**, the **Ninth Charge**, the **Tenth Charge**, and the **Eleventh Charge**), Mr Chen had conceded before the DT that at no point had he or JCC's staff explained the terms of the POA to Mr Jony, and that Mr Chen took advantage of the relative ignorance and vulnerability of Mr Jony to draft a broadly worded POA and WTA containing terms which were manifestly advantageous to Mr Chen and JCC for Mr Jony to execute.

46 The terms of the POA and the WTA created several conflicts of interest as their effect was that Mr Chen acquired a financial interest in the outcome of Mr Jony's Court Claim. Moreover, Mr Ranjit and Mr Dulal had loaned moneys to Mr Jony and had induced him to execute documents which allowed Mr Chen to settle the Court Claim and gave both Mr Chen and JCC rights of priority over the proceeds of the Court Claim. Given that Mr Chen had subsequently entered into the Settlement and applied the proceeds of the Settlement for his own

benefit without Mr Jony's knowledge or consent, it was clear that Mr Chen had preferred his personal interests over those of Mr Jony.

47 Further, it was clear from the objective evidence as to how JCC was run that the **Seventh Charge** (alleging failure to properly supervise Mr Ranjit and Mr Dulal, who were not licensed to practice law in Singapore) was made out. Such objective evidence included the following: (i) the separation of the Roberts Lane office from the People's Park Centre office essentially meant that Mr Chen had allowed Mr Ranjit to operate a separate legal practice out of the Roberts Lane branch without supervision; (ii) the evidence of both Mr Chen and Mr Lim supported the inference that Mr Ranjit was given full control over the conduct of Mr Jony's matter by Mr Chen; (iii) JCC's own letterhead showed that personal injury claims and immigration matters were managed at the Roberts Lane office, for which Mr Dulal was the listed manager and contact person, not Mr Chen; and (iv) at the hearing before the DT, Mr Jony did not even recognise Mr Chen and only recognised Mr Ranjit as his lawyer.

48 Finally, on the charges relating to Mr Chen's failure to keep Mr Jony apprised of developments as to the Court Claim and the Settlement (*ie*, the **Second Charge**, the **Third Charge**, and the **Fourth Charge**), there was no objective evidence in the form of contemporaneous records showing that Mr Chen had ever updated Mr Jony on his matter.

49 Hence, the Law Society argued that due cause of sufficient gravity had been made out on all of the charges on which the DT had convicted Mr Chen below. Moreover, on the appropriate sanction, a striking-off order was warranted, in light of: (i) Mr Chen's disciplinary antecedents; (ii) his dishonesty in both dealing with Mr Jony's moneys without his consent for his own benefit

and his reliance on fabricated evidence before the DT; (iii) the vulnerability of Mr Jony as an out-of-work foreign worker who had financial difficulties and was not well-versed in English; and (iv) the egregious nature of Mr Chen's conduct in preferring his own personal interests over his client's interests.

Mr Chen's submissions

50 On OA 2, Mr Chen's main defence, both before the DT and this court, was that Mr Jony did not in fact lodge the Complaint against him with the Law Society and was not the person who had affirmed the Statutory Declaration to that effect. He argued that he had raised these doubts in the proceedings below and that the DT erred in failing to accept them. He also contended in court that the letters he had produced were not fabricated but had actually been signed by Mr Jony, as Mr Jony had confirmed to him after the hearing on 4 July 2023 before the DT.

51 In his written submissions filed for OA 2, Mr Chen submitted that the Law Society had not proven beyond a reasonable doubt:

(a) the identity of the individual who signed the Statutory Declaration and the Complaint (that is, that Mr Jony himself and not an imposter had done so);

(b) the identity of the deponent who signed the Jony AEIC that was attached as an exhibit to Mr Gopalan's AEIC;

(c) that if the alleged complainant was not the real Mr Jony, that the letters written by the real Mr Jony could be referred to as they were protected by legal professional privilege; and

(d) that the Law Society had a case against him in light of the fact that, after the hearing on 4 July 2023, Mr Jony had filed a police report stating that he did not sign the Statutory Declaration, the Complaint or the Jony AEIC.

Our reasons for upholding the findings of the OA2 DT

52 Having considered all the circumstances, we were satisfied that the DT had correctly found that the allegations contained in the Law Society's **Second Charge** through to the **Eleventh Charge** had been made out against Mr Chen beyond a reasonable doubt.

53 We rejected Mr Chen's argument reiterated before us that the Law Society had failed to prove that Mr Jony "was the individual who made and signed the Complaint and [Statutory Declaration] and was the one who signed [the Jony AEIC]" used by the Law Society.

54 The starting point was to consider the affidavit filed by Mr Gopalan. The Law Society did not adduce the evidence of Mr Jony directly because, while they had previously been in contact with Mr Jony, they were ultimately unable to secure his agreement to give his evidence in person. Consequently, the Law Society's sole witness was its representative, Mr Gopalan. In his AEIC, Mr Gopalan recounted his dealings with Mr Jony while the latter was in Bangladesh and exhibited (i) the Statutory Declaration signed and declared by Mr Jony which confirmed the truth of his Complaint with the Law Society; (ii) the contents of Mr Jony's Complaint against Mr Chen, also containing the signature of Mr Jony; and (iii) the passport and work permit of Mr Jony, which were used to confirm his identity at the time. We agreed with the DT that the foregoing documents taken with the contents of the Jony AEIC clearly sufficed

for the Law Society to discharge its evidential burden that Mr Jony was, indeed, the person who had lodged the Complaint against Mr Chen and signed the Statutory Declaration. Mr Chen then had the onus of adducing credible evidence showing that Mr Jony's signatures were forged and the person who approached the Law Society and the Inquiry Committee (a body constituted under s 85(10) of the LPA) to lodge a complaint against Mr Chen was an imposter who had sought to impersonate Mr Jony, for whatever reason.

55 Before the DT, Mr Chen failed to discharge this burden. Although Mr Chen had called Mr Jony as a witness in his defence, Mr Jony ultimately did not affirm the truth of the contents of the Joint AEIC in which the assertion of the Complaint having been made by an imposter appeared. On the contrary, as noted above, he alleged that at least one of the signatures on that AEIC was "fake". At that point, Mr Chen withdrew Mr Jony as a witness. Accordingly, the Joint AEIC, sought to be introduced by Mr Chen, was never admitted into evidence. Notably, even after Mr Chen had withdrawn Mr Jony as a witness, the President of the DT gave Mr Chen an opportunity to ask him further questions. More specifically, he informed Mr Chen: "You can say whatever, go ahead", and he asked: "Any question for him [Mr Jony]?" To this, Mr Chen's reply was simply: "No, that's all."

56 Thus, Mr Chen chose *not* to ask any questions of Mr Jony to confirm that the latter had made no such complaint to the Law Society and that he had never signed the Statutory Declaration. If, indeed, Mr Chen's defence held any truth, that would have been the most natural and obvious step to take. The reason why Mr Chen did not ask Mr Jony whether he made the Complaint, however, was obvious when looked at in the light of Mr Jony's remarks to the DT which immediately preceded Mr Chen's withdrawal of Mr Jony as a witness:

> [Mr Jony] I am filing a complaint against the company, Joseph Chen Associates, but I actually do not know who this lawyer is. I do not recognise him. The person that I recognise is Ranjit Chandra Saha. He told me that he is a lawyer. Yes.
>
> [Mr Chen] Witness, because there are some problems to this AEIC, I'm going to withdraw you as a witness.

57 Mr Chen's conduct before the DT also undermined his argument that the police report filed by Mr Jony shortly after he appeared before the DT, in which he repeated his allegations of the Complaint and other documents having been signed by an imposter, should be accepted as supporting Mr Chen's defence. Mr Chen had the perfect opportunity to put his case when Mr Jony was on the stand. That case could have been tested by the Law Society and the DT. Mr Jony's testimony to this effect, if accepted by the DT after testing, would have been the best evidence Mr Chen could ever have hoped for. The police report Mr Jony made thereafter was a bare assertion, and we could not accept its truth when Mr Chen had voluntarily thrown away his opportunity to prove his case before the DT.

58 Accordingly, we were persuaded that there was no basis on which to impugn the DT's finding that Mr Jony *was* the person who had lodged a complaint against Mr Chen with the Law Society. Indeed, Mr Chen himself took the position that he had formed his view that the complainant was not the *real* Mr Jony purely as a "hunch", that based on the wording of the Complaint, "I [Mr Chen] raised to the IC [Inquiry Committee] that it cannot be from Jony, it's not written by Jony."

59 In this court, Mr Chen concentrated on his defence of impersonation. He did not make any detailed submissions on why the DT had come to the wrong

conclusion in finding him guilty of all the charges except the first. He put forward no other basis on which those convictions should be overturned. His sole defence having failed, those convictions must stand. We add some observations on the charges and the findings below.

60 We deal first with the three charges pertaining to Mr Chen's improper handling of Mr Jony's Court Claim and the Settlement. These were (i) the **Second Charge**, *viz*, that Mr Chen entered into the Settlement and received payments thereunder without advising or informing Mr Jony thereof and had applied the sum of $6,000.00 from Dyna-Mac to his own fees and disbursements without the consent of Mr Jony; (ii) the **Third Charge**, *viz*, that Mr Chen entered into the Settlement without advising or informing Mr Jony of it or obtaining his consent to settle; and (iii) the **Fourth Charge**, *viz*, that Mr Chen failed to inform Mr Jony of the discontinuance of the Court Claim against Dyna-Mac, pursuant to the terms of the Settlement.

61 It would be recalled that before the DT, Mr Chen initially conceded the substance of the **Fourth Charge**, *ie*, he accepted that he never informed Mr Jony that the Court Claim had been discontinued. While he retracted that concession the next day, that did not change the fact that Mr Chen had earlier accepted the substance of the allegation contained in that charge under oath, *viz*, he agreed that he "did not inform Jony of the discontinuance of the suit". That constituted evidence given by Mr Chen against his own interests which carried greater weight than his subsequent bare and self-interested assertion to the contrary.

62 In relation to these three charges, Mr Chen's main evidence consisted of a series of notarised correspondence exchanged between JCC and Mr Jony in

which Mr Jony purported to acknowledge receipt of various updates pertaining to the ongoing Court Claim. For example, there was a letter dated 17 December 2018, stated to be from Mr Jony and addressed to JCC. That letter was written in Bengali but was accompanied by an English translation. Each page contained the signatures of (ostensibly) Mr Jony and a Bangladeshi lawyer and notary public, accompanied by a seal and a statement that the "[d]ocument's contents [were] explained in Bengali by Bangladesh Notary Public to Jony Advaita Sarkar in Bangladesh". Crucially, in relation to the allegations in the **Second Charge** and the **Third Charge**, the document purportedly had Mr Jony stating that:

> I confirm that I have received independent legal advice from the under-mentioned Bangladesh lawyer who had read the contents of my letters dated 10.12.2018 and 12.12.2018, copies of which were shown to him. I confirm that upon or after receiving independent legal advice from the under-mentioned Bangladesh lawyer, I accept the proposal of settling my claim at SGD11,000.00 (all-in, including damages, interest, costs and disbursements) and agree that the sum of SGD6,000.00 paid by Dyna-Mac Engineering Services Pte Ltd (Dyna-Mac) be used to pay the following: (a) Costs of SGD 2,300.00, (b) GST of SGD 169.09 and [*sic*] (c) Disbursements of SGD 389.21 and (d) Reimbursements of SGD 3,141.70 to Ranjit and Dulal for expenses that they paid on my behalf and advances made to me, and I agree to the proposal that the other company called GSI Offshore Pte Ltd pay the sum of SGD 5,000.00 which will be paid to me in full and final settlement of my personal injury claim from accident 06.04.2016.

63 These statements – if, indeed, they had originated from Mr Jony – would have served to show that Mr Chen had kept Mr Jony apprised of further developments in relation to the Court Claim and had informed him and obtained his consent to enter into the Settlement and use the Settlement sum received towards the payment of legal fees and disbursements. This would have afforded an answer to the **Second Charge** and the **Third Charge**. There was another document appended to Mr Chen's AEIC that was of relevance to the **Fourth**

Charge. That was a letter from JCC to Mr Jony dated 6 January 2020 proposing, amongst other things, to file a Notice of Discontinuance of the Court Claim against Dyna-Mac (whilst updating Mr Jony that Dyna-Mac had paid $6,000.00 under the terms of the Settlement) and seeking Mr Jony's confirmation that he did not object to JCC filing that notice on his behalf. On the following page, Mr Jony had supposedly signed off against an acknowledgement that read, in relevant part:

> I have no objection to JCC filing the Notice of Discontinuance against Dyna-Mac as Dyna-Mac had paid its S$6,000.00 potion [*sic*] of the total Settlement Sum of S$11,000.00.
>
> …
>
> I, [**MR JONY**], confirm that I understand the contents of the present letter which has been read over to and explained to me in Bengali.
>
> …
>
> I also confirm that I have no objection to JCC filing the Notice of Discontinuance against Dyna-Mac as Dyna-Mac had paid its S$6,000.00 portion.
>
> [emphasis in original in bold]

64 As with the 17 December 2018 letter, the 6 January 2020 letter was accompanied by the signatures of both Mr Jony (ostensibly) and Mr Md Abdul Wahab ("Mr Wahab"), a Bangladeshi notary public, with a seal and statement that the "[d]ocument's contents [were] explained in Bengali by Bangladesh Notary Public to Jony Advaita Sarkar in Bangladesh". Again, if this letter had indeed been sent to Mr Jony and signed by him at the time, it would have gone towards showing both that Mr Jony had been apprised of the Settlement payment and that he had been notified in advance of JCC filing the Notice of Discontinuance of his Court Claim against Dyna-Mac.

65 However, we agreed with the DT's assessment that these letters annexed to Mr Chen's AEIC were fabricated and had been backdated. In particular, we shared the view of the DT as to the oddity pertaining to the dating of this correspondence by the attesting notary public. Both the 17 December 2018 letter and the 6 January 2020 letter were signed off by an attesting notary public who dated them "02.09.2022".

66 The discrepancies in the dates undermined the authenticity of these documents. The fact that the notary public who had attested to Mr Jony's execution of these documents dated *both* documents – supposed to have been signed in 2018 and 2020 respectively – as having been executed on 2 September 2022, indicated that they were falsely backdated and were *not* executed at the time that Mr Jony's matter was still ongoing with JCC. We note as well that the DT had been constituted on 25 May 2022 and a notice of the DT proceedings in OA 2 had been given on 31 May 2022. Mr Chen filed his defence in the OA2 DT proceedings on 29 June 2022.

67 Accordingly, it appeared that Mr Chen had knowingly relied on these fabricated and backdated documents in order to bolster his defence against the Law Society's charges in the OA2 DT proceedings. The backdating meant that the documents falsely indicated dates in the range of December 2017 and August 2020, to give the false impression of contemporaneous documentation of events material to the charges.

68 Indeed, Mr Chen had no good answer in cross-examination to the oddity of the notary public's dating:

Q Okay. Why, at the bottom of the document, does it say:

[Reads] "Attested

Md Abdul Wahab

02.09.2022."

Why does it say that? I see you are flipping, it's the same for all the subsequent documents actually. Mr Chen, you don't have a response. I suggest to you it says that because these are afterthoughts and these documents were created after the fact.

A This one I am not too sure, you have to ask Abdul Wahab. But as far as we are concerned, these are not afterthoughts.

…

President: Mr Chen, what year is this?

Witness: Your Honour, this document should have been signed by Jony on 8th December 2017.

President: What year is that attestment [*sic*]? What year is that, that figure there?

Witness: It's in cursive, so it's "02.09", then dot, there's a 2-0, then there's a cursive.

President: Yes, so what year? Do you know what year?

Witness: I think it's about 2022.

President: Okay.

Witness: Because at the top is documents---because there was a request to authenticate the documents.

President: And just by way of observation and nothing else, I mean I see the signature is the same, the dates "02.09.2022" as you said, the writing, handwriting seems to be of the same, all the way to page 70.

Witness: Yes.

President: You don't have the original of this, is it?

Witness: I don't have. This one was emailed to me by Dulal. That's why my AEIC is based on what I understand from there.

69 Shortly after those questions, however, Mr Chen withdrew his reliance on these documents. He reiterated his inability to explain the discrepancies in the dates while being cross-examined on 1 March 2023, repeating his claim that he was unable to explain how the documents had come about and his insinuations that he had relied on Mr Dulal and others in this regard:

> A Yes. And the time---because I didn't---I didn't realise it earlier or I didn't sought [*sic*] to get an explanation earlier, so after yesterday, today---because this is a joint AEIC so I checked with Mr Salahuddin how come this---it had features and I also asked him to ask Jony. So for---as to why there is this MD Abdul Wahab, there's a date 02.09.2022, I will leave it to them to inform the Tribunal and your good self.
>
> Q Okay, so you're unable to explain?
>
> A I would just explain based on my understanding from them is that there is on top an authentication, documents, contents explained in Bengali by Bangladesh Notary Public to Jony Advaita Sarkar, so I believe before Dulal sent the email on the 5th of September 2022, he went to get it stamped by MD Abdul Wahab.
>
> Q Okay, Mr Chen, the reason your confidence was shaken to breaking point yesterday in your own document was that when you saw the 2nd of December---I beg your pardon, 2nd of September 2022 date, you knew this was a document fabricated after the fact, do you agree or disagree?
>
> A I disagree because they are annexed to the joint AEIC and I'm relying on fabrication by Jony Advaita and mister---
>
> Q In fact, that's not the only---
>
> A ---Salahuddin.

70 Hence, no weight could be placed on the allegedly contemporaneous letters between JCC and Mr Jony appended to Mr Chen's AEIC. Indeed, the DT observed that it found Mr Chen's attempt to rely on these documents and thereby to mislead the DT to be deplorable (see OA2 DT Report at [91]).

71 The other piece of evidence relied on by Mr Chen before the DT was his claim in his AEIC that there was a call between him and the other JCC employees, on the one hand, and Mr Jony, on the other, on 17 December 2018. According to Mr Chen, it was said in this phone conversation that Mr Jony, prior to the call, had been advised by Mr Wahab as to the receipt of $6,000.00 from Dyna-Mac pursuant to the Settlement and the proposed deductions therefrom to pay JCC's costs and disbursements.

72 We agreed with the view of the DT and the Law Society that little weight should be accorded to Mr Chen's self-serving evidence on this phone conversation with Mr Jony on 17 December 2018. First, the credibility of Mr Chen's evidence on this point was affected by his explanation in his AEIC as to how the call came about, *viz*, that it occurred "[a]t around or just after the time when the Letter dated 17.12.2018 … was signed on 17.12.2018 by the Real Jony". This was a reference to the letter (ostensibly) dated 17 December 2018. In other words, on Mr Chen's case, Mr Jony had *already* signed a letter conveying to JCC that he had received independent legal advice from Mr Wahab about the Settlement and had consented to the Settlement, the receipt of $6,000.00 from Dyna-Mac, and the various deductions therefrom to pay JCC's costs and disbursements, as stated in the letter (ostensibly) dated 17 December 2018 and (purportedly) signed by Mr Jony on that date. If that were so, it would be totally unnecessary, if not absurd, for Mr Jony to then speak with Mr Chen and other staff at JCC for the purposes of receiving that *same* legal advice from Mr Wahab and agreeing to the same Settlement payment and deductions.

73 Moreover, Mr Chen subsequently contradicted his AEIC evidence. Before the DT, he testified that his evidence in his AEIC as to Mr Jony's

communications was based solely upon Mr Jony's letters and Mr Ranjit's representations to Mr Chen, including "our [*ie*, Mr Chen's and Mr Ranjit's] recollection of what he [Mr Jony] did on 17th December 2018", which Mr Chen confirmed to be a reference to "a phone call" on that date. That would suggest that Mr Chen had no first-hand knowledge of any such phone call with Mr Jony because he was not actually present during the call. Like the DT, we consider that that internal contradiction was a further reason to discount Mr Chen's evidence and his credibility as a witness.

74 Finally, Mr Chen produced no attendance note or other contemporaneous documentation in relation to the alleged telephone call. That afforded a strong reason to accord little weight to Mr Chen's bare and self-serving assertions after the fact. In the "absence of credible contemporaneous records, the court may come to the view that an adverse inference should be drawn against the solicitor" (see *Law Society of Singapore v Leong Pek Gan* [2016] 5 SLR 1091 at [48]; see also *Loh Der Ming Andrew v Law Society of Singapore* [2018] 3 SLR 837 at [133]), and the non-existence of the records will often afford a weighty reason to discount the respondent solicitor's subsequently proffered version of events (see *Andrew Hanam* at [108]).

75 Accordingly, we agreed with the DT that the allegations in the **Second Charge**, the **Third Charge**, and the **Fourth Charge** were proven beyond a reasonable doubt. Moreover, Mr Chen had breached the relevant rules of the PCR 2015 identified in these three charges. Specifically, Mr Chen's failure to keep Mr Jony informed about the progress of his claim, his entry into the Settlement without Mr Jony's consent, and the unauthorised receipt and application of the Settlement moneys, amounted to breaches of his ethical duties to be honest in his dealings with Mr Jony (see r 5(2)(*a*), PCR 2015), inform

Mr Jony of all information known to Mr Chen that may reasonably affect Mr Jony's interests (see r 5(2)(*b*), PCR 2015) and the progress of his matter (see r 5(2)(*e*), PCR 2015), provide timely advice to Mr Jony (see r 5(2)(*h*), PCR 2015), use all legal means to advance Mr Jony's interests (see r 5(2)(*j*), PCR 2015), promptly notify Mr Jony of the receipt of the Settlement moneys from Dyna-Mac on his behalf (see r 16(3)(*a*), PCR 2015), and inform Mr Jony that his fees and disbursements would be paid out of those Settlement moneys (see r 17(3)(*a*), PCR 2015). The totality of these breaches of the ethical and professional duties that Mr Chen was bound to observe under the PCR 2015 (promulgated under s 71(2) of the LPA) clearly amounted to "improper conduct or practice as an advocate and solicitor" within the meaning of s 83(2)(*b*)(i) of the LPA.

76 In particular, we agreed with the DT that Mr Chen's conduct was dishonest. There was a clear self-interest in payments being made to Mr Chen and JCC without their seeking the permission of Mr Jony. We add that there was a prolonged period of time during which Mr Jony was kept in the dark about the Settlement moneys from Dyna-Mac (from December 2018 to November 2020). Mr Jony only came to learn about this when he took the initiative to ask Mr Dulal for an update of his matter on 28 November 2020. Mr Chen's concealment of such matters from Mr Jony must have been deliberate and dishonest.

77 Next, we discuss the **Fifth Charge**, *viz*, that Mr Chen failed to keep proper contemporaneous records of his advice and Mr Jony's instructions *vis-à-vis* the filing of his Court Claim, and the **Sixth Charge**, *viz*, that Mr Chen failed to keep such records *vis-à-vis* Mr Jony's execution of the WTA and the POA.

78 Mr Chen produced no contemporaneous records in the proceedings before the DT of the events covered by these two charges. Mr Chen's defence before the DT was simply that he had lost the relevant records. This assertion did not carry much weight. Mr Chen's evidence that *all* proper contemporaneous records or other corroborative communications pertaining to the subject-matter of *these* charges were lost, was self-serving and not corroborated. Mr Chen later changed his story to say that the file was taken to Bangladesh by Mr Modak – "likely to be" on Mr Ranjit's instructions – without Mr Chen's knowledge and intentionally misplaced there in a supposed bid to "sabotage" Mr Chen. The DT, in our view rightly, rejected this belated account as both incredible and inconsistent with Mr Chen's earlier evidence.

79 Thus, we agreed with the DT that Mr Chen had kept and maintained no proper contemporaneous records pertaining to his advice and Mr Jony's instructions on the filing of the Court Claim and the execution of the WTA and the POA, and that the **Fifth Charge** and the **Sixth Charge** had been proved beyond a reasonable doubt. It followed that Mr Chen had committed a breach of his professional duty under r 5(2)(*k*) of the PCR 2015 to "keep proper contemporaneous records of all instructions received from, and all advice rendered to, the client". Under the circumstances, Mr Chen's failures to keep records pertaining to important matters such as the institution of a claim in his client's name and the execution of crucial documents that conferred broad and wide-ranging authority upon him over Mr Jony's affairs, clearly rose to the level of "improper conduct or practice as an advocate and solicitor" in breach of the PCR 2015 promulgated under s 71(2) of the LPA and within the meaning of s 83(2)(*b*)(i) of the LPA.

80 We turn to discuss our reasons for agreeing with the DT that the Law Society had made out its case on the **Seventh Charge** regarding Mr Chen's failure to exercise proper supervision over the JCC staff (*viz*, Mr Ranjit and Mr Dulal).

81 Our reasons are as follows. First, Mr Chen relied heavily on averments in Mr Ranjit's AEIC as the direct first-hand source or indirect second-hand source (relying on information from Mr Dulal, among others) for a variety of dealings with Mr Jony and his relatives, including the sending of letters from JCC to Mr Jony and the making of payments to Mr Jony. For example, Mr Chen was unable to attest first-hand that Mr Jony had been properly advised on the terms of the POA executed on 21 August 2017 and lodged in December 2018 (see HC/PA 6264/2018). He therefore had to rely upon the averments of Mr Ranjit that *he* had properly advised Mr Jony on the same, and that *other* JCC staffers (such as Mr Dulal) were aware of such advice and explanations having been given by Mr Ranjit.

82 This is consistent with the tenor of Mr Chen's evidence. The constant response from Mr Chen to cross-examination questions pertaining to the oddity in Mr Wahab's dating of documents in Mr Chen's AEIC was that he was not able to explain the dates as he was relying on documents prepared and conveyed by Mr Dulal (among others). This oral evidence was consistent with the contents of Mr Chen's AEIC which had quoted Mr Ranjit's AEIC in respect of Mr Jony's alleged agreement to the Settlement via the letter dated 17 December 2018. Likewise, Mr Chen's oral evidence was that the information in his AEIC concerning the 17 December 2018 call was entirely second-hand and based on the information conveyed to him by Mr Ranjit. Mr Chen's lack of first-hand knowledge of such dealings with Mr Jony and his heavy reliance on Mr Ranjit's

averments as to the same supported the Law Society's case that Mr Chen had allowed Mr Ranjit to operate a largely independent and autonomous practice out of the Roberts Lane office. Mr Chen even explained his reliance on Mr Ranjit's first-hand knowledge of JCC's dealings with Mr Jony as follows:

> Do note that I have to rely on Ranjit's aforesaid testimonies and representations as the Real Jony could only speak simple English and the aforesaid conversations with the Real Jony on the aforesaid matters had to be in Bengali and *I had to rely on Ranjit to tell me what he relayed as advice to the Real Jony*.
>
> [emphasis in original omitted; emphasis added in italics]

83 That evidence lent credence to the Law Society's case of Mr Chen having wholly entrusted the cases coming through the Roberts Lane office to Mr Ranjit and other Bengali-speaking staff.

84 In addition, Mr Chen averred that he had relied on Mr Ranjit, who Mr Chen said "has read law books from Bangladesh and Singapore", to communicate with Mr Jony and the other Bengali-speaking personal injury claimants. Mr Chen also stated in his AEIC that he had trusted Mr Ranjit (a) to deal with workmen's injury and compensation claims, (b) to "help supervise" other JCC employees, such as Mr Dulal, and (c) to prepare legal documents such as affidavits and statutory declarations. Likewise, Mr Ranjit's AEIC stated that he was the "Client Executive Officer" of JCC and his job was to "help to guide and supervise" the employees at the Roberts Lane branch office of JCC. Despite the fact that, to Mr Chen's knowledge, Mr Ranjit was not admitted to the Singapore Bar, it was Mr Ranjit who gave legal advice to Mr Jony on various matters, including his WICA Claim and his dealings with the MOM. In that regard, the following excerpt from the Law Society's Guidance Note 3.7.1 dated 31 January 2019 on the Supervision of Paralegals is apposite:

> 2. Sections 29, 32 and 33 of the Legal Profession Act (Cap 161, 2009 Rev Ed) ('LPA') prohibit persons without a valid practising certificate from practising law in Singapore and such persons fall within the category of "unauthorised persons" under the LPA. Paralegals working across law practices in Singapore also fall within the category of "unauthorised persons" and are not allowed to practise law as an advocate and solicitor (as defined by the Act).
>
> …
>
> 4. Accordingly, legal practitioners and law practices employing paralegal staff should ensure compliance with the following guidelines, to appropriately abide by the provisions of the LPA and the PCR 2015:
>
> (a) A legal practitioner shall ensure that he/she remains responsible for all professional actions of a paralegal and a paralegal performs his/her duties, at all times, under the constant supervision of the legal practitioner in relation to such paralegal's involvement in any legal matter.
>
> …
>
> (d) Legal practitioners must ensure that paralegals refrain from engaging in any form of unsupervised conduct in litigation matters. In criminal matters, legal practitioners should restrict paralegals from engaging in any unsupervised discussions with enforcement agencies, police officers or prosecutors. For the avoidance of doubt, it is hereby clarified that paralegals are permitted to take statements from and interview clients or witnesses in their client's case in the absence of the supervising legal practitioner *provided that no advice is rendered on such occasions*.
>
> …
>
> (f) Section 77 of the LPA provides that no solicitor shall wilfully and knowingly undertake any action that may amount to enabling an unauthorised person to practise law in Singapore. Since a paralegal falls within the ambit of the term "unauthorised person" under the said section any action contrary to Section 77 LPA may warrant a disciplinary proceeding against the solicitor.

[emphasis added]

85 Furthermore, the Law Society's case of a separation of practices between the Roberts Lane and People's Park Centre branch offices was supported by JCC's letterhead. It described a clear separation of areas of law handled by the Roberts Lane office (inclusive of "Personal Injury Claims & Immigration Matters & MOM Matters") and those handled by the People's Park Centre office (which did not handle personal injury and MOM claims), with Mr Dulal listed as the "Manager" and contact person of the former, while Mr Chen was the contact person for the latter. This was corroborated by the layout of the offices within the Roberts Lane branch, *viz*, according to the evidence of Mr Lim, Mr Ranjit had his own office in Roberts Lane, while the sole proprietor of JCC, Mr Chen, had to share an office with Mr Lim.

86 Moreover, Mr Jony himself had stated before the DT that he only recognised Mr Ranjit as his lawyer and did not recognise Mr Chen, hence bolstering the inference that Mr Jony did not meet Mr Chen and had only ever dealt with Mr Ranjit and, perhaps, other Bengali-speaking staff at the Roberts Lane office. That inference was supported by Mr Lim's oral evidence in which he accepted that "Ranjit dealt with Jony" and "*only* Ranjit dealt with Jony" [emphasis added].

87 Finally, there was Mr Chen's own explanation as to why he believed the contents of the **Seventh Charge** were not properly made out:

President:	Alright. The 7th Charge?
Witness:	This one I cannot concede, because *whether I was present* when Ranjit or Dulal talked to Jony Advaita in Bengali, I can't understand anything. So I never understood this charge that's always

> bandied at us who act for foreign workers. That's why I am holding out. So---
>
> President: So 7th and 7th Alternative Charge, you did not concede …
>
> Witness: *Because I really cannot understand their oral communication.*
>
> [emphasis added]

88 The implication of Mr Chen's evidence was that, because he did not understand or have knowledge of the contents of communications and dealings between the Bengali-speaking staff at the Roberts Lane office and clients such as Mr Jony, he was either not present in such meetings at all – since his presence or absence therefrom would have made no difference either way – or he was present but did not supervise or monitor these communications, *ie*, in a manner no different to him being absent from the same. That was congruent with the overall picture that emerged from the totality of the evidence, *viz*, that Mr Chen left the running of the legal matters handled under the Roberts Lane office to the JCC staff there, notwithstanding that they were not licensed to practice law in Singapore.

89 There is, of course, nothing objectionable in a law practice having more than one branch office in Singapore. The problem, however, arises where the day-to-day operations of a branch office – particularly, dealings with clients who engage the practice from *that* office – are effectively entrusted to the non-advocate and solicitor employees of that branch without the effective supervision and monitoring of an advocate and solicitor. As we highlighted at the hearing of 25 November 2024, the problem in this case was that Mr Chen did not deal with Mr Jony on a regular basis, or at all, and left the handling of his matter to the paralegals and other non-lawyers who *did* work at the Roberts Lane office. In a situation where a legal practitioner regularly leaves the

handling of legal matters in his branch office to non-qualified staff, clients approaching *that* branch office cannot be assured that they will receive legal advice only from duly-qualified and authorised persons who are permitted to carry on the legal work of an advocate and solicitor properly admitted to the roll (see *Law Society of Singapore v Tan See Leh Jonathan* [2020] 5 SLR 418 at [5]). Such a practice falls foul of an advocate and solicitor's professional duty under r 32 of the PCR 2015, *viz*, to "exercise proper supervision over the staff working under the legal practitioner in the law practice".

90 Accordingly, there was no basis to question the conviction on the **Seventh Charge**. Moreover, we agreed with the DT that such a breach of r 32 of the PCR 2015, which are the rules of conduct promulgated under s 71(2) of the LPA, amounted to "improper conduct or practice as an advocate and solicitor" within the meaning of s 83(2)(*b*)(i) of the LPA.

91 Next, we deal with the **Eighth Charge**, *viz*, that Mr Chen had failed to advise Mr Jony on the terms of the WTA and the POA, the **Ninth Charge**, *viz*, that Mr Chen had placed himself in a position of conflict between his personal interests and his duties as an officer of the court by acquiring a financial interest in the outcome of Mr Jony's Court Claim, the **Tenth Charge**, *viz*, that Mr Chen formed a prohibited contingency fee agreement by acquiring an interest in the subject-matter of Mr Jony's Court Claim, and the **Eleventh Charge**, *viz*, that he placed himself in a position of conflict between his personal interests and his duty to serve the best interests of Mr Jony by virtue of the terms of the WTA and the POA.

92 There was no room for doubt as to the written terms of the POA and the WTA, and Mr Chen accepted that Mr Jony had executed these documents. As

for whether Mr Chen had properly advised Mr Jony on their terms prior to their execution, and the contents of such advice, Mr Chen *initially* conceded before the DT that no such advice had ever been rendered:

President:	The 8th Charge?
Witness:	Yes, I concede.
President:	You concede this one? So you concede that you did not advise Jony of the terms of the Warrant to Act and the power of attorney?
Witness:	I concede.
President:	Which means you also concede to the 8th Alternative Charge, is that correct?
Witness:	Yes.
President:	When you said concede means you plead guilty to the charge?
Witness:	Yes, that's correct.

93 Mr Chen recanted his guilty plea the next day. That subsequent denial did not change the fact that Mr Chen had earlier given evidence under oath and against his own interests, *viz*, he accepted the substance of the **Eighth Charge**, attesting that he "did not advise [Mr] Jony of the terms of the [WTA] and the [POA]". That evidence had to be accorded greater weight than any subsequent self-serving bare assertion to the contrary.

94 Mr Chen had the onus of proving that he had advised Mr Jony on the terms of the WTA and the POA. He could not discharge that onus. He did not produce any contemporaneous attendance notes evidencing any alleged advice given to Mr Jony. Nor did any of the documents which were produced by him contain anything which would support a finding that Mr Jony was ever made aware of the wide-ranging scope and implications of the terms of the POA and the WTA, and how they would affect his interests *vis-à-vis* the interests of

Mr Chen and JCC – for example, that priority would be accorded to the claims of Mr Chen and JCC's staff to the Settlement moneys over and above those of Mr Jony.

95 In the light of the matters stated in [92] to [94] above, the finding of the DT that no advice on the documents had been given by JCC was impeccable.

96 We agreed above with the DT's view that Mr Chen's failure to notify Mr Jony of Dyna-Mac's payment under the Settlement and his application of the moneys to himself and JCC's staff without Mr Jony's consent had been dishonest. There were also grounds to believe that Mr Chen's failure to properly advise Mr Jony as to the terms of the WTA and the POA was dishonest as opposed to merely being careless. In the first place, it appeared from the form of the WTA that that was a standard form document which JCC had drafted to be presented to all clients with WICA Claims and/or related common law claims (*ie*, personal injury claims arising from employment). Secondly, there is an obvious self-interest when a lawyer requires a client to execute a warrant to act and a power of attorney which give the lawyer complete control over the conduct of a claim and the application of any proceeds from the claim without requiring the prior consent of the client. Thirdly, Mr Chen's defence before the DT was *not* that he had simply forgotten to advise Mr Jony on these documents but was a mere denial – which was rejected by the DT – of the allegation that Mr Jony had not been so properly advised, *ie*, the substance of his evidence below was that he *had* properly advised Mr Jony on them. The inference is that Mr Chen dishonestly failed to advise Mr Jony of the effects of the terms of the WTA and the POA in order to induce him to execute them on terms favourable to Mr Chen and JCC, *ie*, that would allow them to apply the proceeds of

Mr Jony's Court Claim to their own costs and expenses at a subsequent date without Mr Jony's fully informed consent thereto.

97 Accordingly, we agreed with the DT that Mr Chen never properly advised Mr Jony as to the terms of the WTA and the POA and how they would affect his interests prior to his executing them. The **Eighth Charge** had been proved by the Law Society beyond a reasonable doubt. Furthermore, Mr Chen's failure to advise Mr Jony on the ramifications of his signing those documents constituted a breach of Mr Chen's professional and ethical duty to be honest in his dealings with Mr Jony (see r 5(2)(*a*), PCR 2015), to inform him of all information known to him that would reasonably affect Mr Jony's interests (see r 5(2)(*b*), PCR 2015), and to provide timely advice to Mr Jony (see r 5(2)(*h*), PCR 2015). In the circumstances, these breaches of the rules promulgated under s 71(2) of the LPA constituted "improper conduct or practice as an advocate and solicitor" within the meaning of s 83(2)(*b*)(i) of the LPA.

98 The **Ninth Charge**, the **Tenth Charge** and the **Eleventh Charge** depended on the legal effect of the WTA and the POA. The terms of these documents accorded to Mr Chen and JCC priority interests over the proceeds of the Court Claim, coupled with broad powers conferred on Mr Chen, as a donee under the POA, to negotiate and settle the Court Claim, to compromise and abandon the Court Claim, and to receive moneys due under any settlement of such claim.

99 These provisions gave Mr Chen a financial interest in the fruits of the Court Claim. Having entered into negotiations with Mr Jony for "an interest in the subject matter of litigation" (as stated in r 18(*a*) of the PCR 2015) and having obtained such interest, Mr Chen placed himself in a position of conflict between

his own personal interests, which were in recovering his fees and expenses, and his duty as an officer of the court to assist in the administration of justice by maintaining his professional independence in respect of the Court Claim *per* r 11(2)(*a*) of the PCR 2015. Such breach of Mr Chen's professional and ethical duty amounted to "improper conduct or practice as an advocate and solicitor" within the meaning of s 83(2)(*b*)(i) of the LPA. Therefore, the convictions on the **Ninth Charge** and the **Tenth Charge** were unimpeachable.

100 Mr Chen also placed himself in a position of conflict between his own personal interests, which were in recovering his fees and expenses, and his duty to his client, which was to ensure that Mr Jony was adequately compensated for his injuries. The terms of the POA and the WTA were advantageous to Mr Chen and JCC whilst being disadvantageous to Mr Jony. For one thing, they gave Mr Chen and JCC a priority right to the proceeds of the Court Claim. Moreover, the POA also absolved and exonerated Mr Chen and JCC from "any liability whatsoever" to Mr Jony that may arise out of the transfer of moneys from their client account to their office account, the deduction of legal costs, disbursements and other advances made on Mr Jony's behalf, and the balance moneys payable to him after the aforesaid deductions. Mr Ranjit and Mr Dulal were also permitted under the POA to depose affidavits on Mr Jony's behalf in support of court applications in relation to the Court Claim. And the WTA conferred a broad discretionary power on Mr Chen and JCC to compromise Mr Jony's Court Claim "as best as they deem fit".

101 Moreover, since Mr Chen never spoke to Mr Jony about the documents, it could be inferred that Mr Chen never made full and frank disclosure of his adverse interest in the terms of the WTA and the POA to Mr Jony, nor advised him to obtain independent legal advice (see r 22(3)(*a*), PCR 2015).

Accordingly, Mr Chen was rightly convicted on the **Eleventh Charge**. Mr Chen had acted in breach of r 22(2) of the PCR 2015 which, except as otherwise permitted, prohibits a legal practitioner from acting for a client if there is a conflict or a potential conflict between the legal practitioner's duty to serve the client's best interests and the legal practitioner's own interests. This breach constituted "improper conduct or practice as an advocate and solicitor" under s 83(2)(*b*)(i) of the LPA.

102 It also bore noting in relation to the terms of the WTA and the POA, that JCC had placed itself in a position of conflict regarding their duties to protect Mr Jony's interests. In particular, we observed that Mr Chen had given evidence that Mr Ranjit and Mr Dulal had loaned money to Mr Jony to pay for specialist medical reports and other expenses. The effect of such loans was to place JCC in a position of conflict with Mr Jony by giving rise to a creditor-debtor relationship between them. As stated in the Law Society's Guidance Note 7.4.2 dated 31 January 2019 on Providing Welfare Assistance to Clients:

> 1. On 5 October 2004, Council gave guidance to two law practices that enquired on the extent of welfare assistance they could give their clients whilst they pursued their legal claims. The law practices wished to lend moneys to their clients who were foreign workers on special passes to help them meet their daily living expenses.
>
> 2. Council advised the practices that lending moneys to clients will put a lawyer in a position of personal conflict of interest as the lawyer will have a creditor/debtor relationship with his client and the debt owed in this case would be repaid only if the client's case was either settled or paid. Council also advised the practices that if the matter was pending litigation, allegations of maintenance and champerty could be made against the practice.
>
> 3. Law practices should direct clients who may require welfare assistance to appropriate organisations that can provide such assistance to them.

103 In the present case, the priority accorded under the terms of the WTA to, *inter alia*, JCC's claim for "all monies or expenses that [JCC] or the staff Dulal and Ranjit had paid for me [Mr Jony] whilst I was in Singapore before my repatriation", and the power accorded under the POA for Mr Chen to deduct from the proceeds of the Court Claim "all advances that have been made to me [Mr Jony] and other payments incurred or paid by [Mr Chen] *or by any other person on my behalf*" [emphasis added], was an example of JCC placing its personal interest as creditor in the timely repayment of its loans over and above the interests of its client, Mr Jony.

The appropriate sanction

104 We were satisfied that the severity of Mr Chen's offending conduct as found by the DT was such that there was due cause of sufficient gravity for him to be sanctioned under s 83(1) of the LPA. The appropriate penalty in the circumstances of Mr Chen's offending conduct was a striking-off order.

105 As stated in *Law Society of Singapore v Ezekiel Peter Latimer* [2019] 4 SLR 1427 ("*Ezekiel*") at [45], the objectives that guide the determination of the appropriate sentence for an errant solicitor are:

(a) the upholding of public confidence in the administration of justice and the integrity of the legal profession;

(b) the protection of the public who are dependent on advocates and solicitors in the administration of justice;

(c) the deterrence of similar offences being committed by the errant solicitor (specific deterrence) or other like-minded offenders (general deterrence); and

(d) the punishment of the errant solicitor for his misconduct.

106 The general rule is that a striking-off order is the presumptive penalty where the misconduct in question indicates character defects which render the errant solicitor unfit to be a member of the legal profession or the solicitor's misconduct has caused grave dishonour to the standing of the legal profession (see *Law Society of Singapore v Seow Theng Beng Samuel* [2022] 4 SLR 467 ("*Samuel Seow*") at [41]).

107 However, the case law has recognised two types of misconduct for which a striking-off order will typically be held to be the appropriate penalty: first, misconduct involving dishonesty – even so-called "technical" dishonesty – will "almost invariably lead to an order for striking off" (see *Law Society of Singapore v Mohammed Lutfi bin Hussin* [2023] 3 SLR 509 at [23]); secondly, misconduct involving a solicitor who has preferred his own interests over those of his client, where a striking-off is the presumptive penalty, save for those cases where "there are exceptional circumstances warranting a less severe penalty" (see *Ezekiel* at [60], [63] and [67]–[68]).

108 We were satisfied that both of those specific categories of misconduct were engaged here. First, we were satisfied that Mr Chen had engaged in dishonest conduct in relation to his dealings with Mr Jony:

(a) Mr Chen had dishonestly concealed his receipt of moneys under the Settlement from Mr Jony and applied them to his costs and disbursements and to JCC's loans and expenses without the knowledge or consent of Mr Jony.

(b) Mr Chen had dishonestly failed to advise Mr Jony on the implications of the terms of the WTA and the POA knowing that they were to the advantage of Mr Chen and JCC and adverse to Mr Jony's interests.

109 Moreover, in relation to the conflict of interest between Mr Chen and Mr Jony arising out of the terms of the WTA and the POA, Mr Chen had clearly preferred his interests and the interests of JCC over the interests of Mr Jony.

110 Hence, the presumptively appropriate sanction to be meted-out for the totality of Mr Chen's offending conduct was a striking-off order. Moreover, as the dishonesty displayed by Mr Chen violated the relationship of trust and confidence inherent in the solicitor-client relationship and impinged upon the proper administration of justice, "truly exceptional facts" were required to convince us that a striking-off order would be disproportionate (see *Law Society of Singapore v Chia Choon Yang* [2018] 5 SLR 1068 ("*Chia Choon Yang*") at [39]). Therefore, the burden lay upon Mr Chen to show us that he should nonetheless have been allowed to remain on the roll (see *Chia Choon Yang* at [20] and *Samuel Seow* at [41(a)]–[41(c)]).

111 Not only were no such exceptional circumstances shown here, but, on the contrary, a number of aggravating factors were present. First, Mr Chen had a string of disciplinary antecedents from 12 April 2012 to 16 October 2024, that included:

(a) a warning in October 2015 for falsely reflecting the address of a complainant as a Singaporean residential address when he knew that that was not the Malaysian complainant's true address;

(b) a warning in January 2016 for continuing to act for a complainant in a matter despite having been formally discharged; and

(c) a reprimand in March 2016 for issuing an invoice to a client for a greater amount of fees than the agreed professional fees without having informed the client in writing of any changes in circumstances justifying a departure from their agreed fees (see *The Law Society of Singapore v Joseph Chen Kok Siang* [2016] SGDT 4).

112 Secondly, Mr Chen had taken advantage of a vulnerable client who was impoverished and had limited proficiency in English. Moreover, Mr Jony was not in Singapore after he instructed JCC which further hampered his ability to monitor JCC's conduct of his matters. It is established law that, in sentencing for disciplinary offences, it is "relevant to have regard to the particular characteristics of the client, and specifically whether the client reposed a greater degree of trust and confidence in the solicitor due to his particular vulnerabilities, such that any resulting abuse of that trust was all the more reprehensible" (see *Ezekiel* at [52]).

113 Thirdly, Mr Chen had relied on falsely backdated documents to bolster his defence in the DT proceedings. That dishonest conduct cast additional doubt on his fitness to be a member of the legal profession.

114 Fourthly, Mr Chen's participation in the C3J proceedings showed a lack of respect for the Court's processes and a cavalier attitude to the administration of justice. We highlighted above Mr Chen's careless and lackadaisical approach to the Court's time shown by his appointing a solicitor he knew to be unavailable for the hearing date fixed by the C3J and seeking an adjournment of that hearing on the date itself. The OA2 DT Report indicated that Mr Chen had been

disrespectful to the DT as well. The DT remarked that Mr Chen "displayed indifference to and disregard for our directions concerning timelines", "was disrespectful of the disciplinary process even though we had acceded to his many requests for extension of time given the serious nature of the charges", was frequently late in attending the evidentiary hearings, and "ignored meeting the timelines on a number of occasions without any explanation and apology".

115 Fifthly, there was Mr Chen's lack of remorse and contrition for his offending conduct. That absence of remorse was clear both from the cavalier attitude he had adopted towards the disciplinary proceedings below and the C3J proceedings before us, and the spurious arguments he made to contest the charges against him, such as his claim that a complainant had impersonated Mr Jony in lodging a complaint against him with the Law Society.

116 Finally, Mr Chen was a senior practitioner of 26 years' standing, having been admitted to the roll on 25 July 1998. As stated previously, "[t]he more senior an advocate and solicitor, the more damage he does to the integrity of the legal profession" by way of his misconduct (see *Law Society of Singapore v Nathan Edmund* [1998] 2 SLR(R) 905 at [33]).

117 In light of the aggravating factors, and in the absence of any mitigating factors, we saw no grounds to depart from the presumptive penalty of a striking-off order in relation to OA 2.

Parties' submissions in OA 5 and our decision

118 In this section, references to the DT are references to the OA5 DT.

The Law Society's submissions

119 Before us, the Law Society did not seek to overturn Mr Chen's acquittal by the DT on the **First Charge**. Its submissions on sanctions were based on his convictions on the **First Alternative Charge**, the **Second Charge**, and the **Third Charge**.

120 It submitted that the **First Alternative Charge** (as to Mr Chen's failure to properly supervise Mr Ranjit's and Mr Dulal's conduct of Mr Masud's matter) was supported by the evidence of Mr Masud and Mr Alamin that their only points of contact were these two employees and that they had never spoken with Mr Chen prior to the termination of the retainer on 31 August 2018. Moreover, the DT had correctly found that Mr Chen was absent from the meetings and calls during which Mr Ranjit and Mr Dulal rendered legal advice to Mr Masud.

121 The **Second Charge** (as to Mr Chen's failure to contact Mr Masud or Mr Alamin to update them on the Lawsuit and his allowing that suit to be automatically deemed discontinued) was made out as Mr Chen's own evidence was that he was not aware of the developments in respect of the Lawsuit and did not even access its e-Litigation case file before 28 November 2018. Additionally, Mr Chen's own defence was that he allowed the Lawsuit to be discontinued because he believed it *ought* to have been discontinued owing to alleged defects in the merits of Mr Masud's claim. This argument had no merit because it was Mr Chen's obligation to advise the client of the lack of merits instead of unilaterally extinguishing that claim.

122 Finally, the **Third Charge** (as to Mr Chen's failure to provide timely advice to Mr Masud on the Lawsuit and the circumstances in which it would be

automatically deemed discontinued) was made out as there was no evidence of Mr Chen having contacted Mr Masud to render advice that, unless steps or proceedings were taken in relation to that action within one year of the last step in the proceedings, that suit would be deemed discontinued under the ROC 2014.

123 Thus, the Law Society submitted that due cause of sufficient gravity had been shown. On the appropriate sentence, the Law Society submitted that the totality of Mr Chen's misconduct warranted a striking-off order, or alternatively, a five-year suspension order. Counsel pointed to such aggravating factors as Mr Chen's disciplinary antecedents, his disrespect and disregard for the DT and its timelines and directions, his lack of remorse, the relative seniority of Mr Chen, and the egregiousness of Mr Chen's breach in failing to communicate at all with his client to update him on an ongoing matter over the course of approximately three years.

Mr Chen's submissions

124 On OA 5, Mr Chen's defence had two primary planks. First, he alleged that Mr Masud made material misrepresentations of fact to Mr Chen about Mr Masud's claim, and argued that Mr Masud's claim was legally and factually devoid of merit. Mr Chen suggested that it served the administration of justice and Mr Masud's interests for Mr Chen to have omitted to pursue Mr Masud's Lawsuit, which resulted in it being automatically deemed discontinued. Moreover, he alleged that these misrepresentations rendered the retainer between him and Mr Masud void. Mr Chen argued that the DT erred in refusing to consider these arguments on the merits of Mr Masud's underlying claim and

the result was that Mr Chen was denied a chance to put forward his defences to the Law Society's charges.

125 Secondly, Mr Chen asserted before us that there was a reasonable suspicion of bias on the part of the members of the DT for several reasons, including alleged media reports that, in Mr Chen's view, had biased or prejudiced the outcome of the DT proceedings.

Our reasons for upholding the findings of the OA5 DT

126 Having considered all the circumstances, we agreed with the DT that the allegations stated in the **First Alternative Charge**, the **Second Charge**, and the **Third Charge** had been made out against Mr Chen beyond a reasonable doubt. Further, we were satisfied that the offences disclosed by the charges were sufficiently serious to warrant the imposition of a sanction under s 83(1) of the LPA.

127 We considered Mr Chen's defence, reiterated before us, about the alleged lack of merit in the substance of the Lawsuit. In his written submissions, he also complained about the DT having deprived him of an opportunity to ventilate such attacks before them. In this regard, we must emphasise that we did not make any findings of fact as to the merits of the Lawsuit. To do so would have been inappropriate given that the merits of that claim bore no relevance whatsoever to the separate issue of whether Mr Chen was guilty of the Law Society's charges against him and given also that there was a pending litigation between Mr Masud and Mr Chen on the point.

128 As we stated at the hearing of 25 November 2024, Mr Chen had not established how he was acting in furtherance of Mr Masud's best interests by

allowing an allegedly meritless lawsuit to lapse. Rather, the evidence before us was that Mr Chen had taken no step or proceeding in the Lawsuit for a sufficiently lengthy period such that that claim was automatically deemed discontinued.

129 Even assuming that the Lawsuit was meritless, that would not have had any effect on Mr Chen's liability in OA 5. His claim that the fraud inherent in a baseless Lawsuit rendered his retainer with Mr Masud void was a non-starter. The validity of a solicitor-client relationship cannot turn on whether the claim has merits or whether a client's representations to his solicitor on the merits thereof are ultimately found to be false. Clients are entitled to be protected from the improper conduct of their solicitors and from the abuse of the trust and confidence they have reposed in those solicitors *regardless of* the adjudged merits of their causes of action. For us to hold otherwise would undermine the efficacy of the prevailing disciplinary regime in achieving the "paramount" objectives of the protection of members of the public and the preservation of public confidence in the integrity of the legal profession (see *Law Society of Singapore v Ravi s/o Madasamy and another matter* [2024] 4 SLR 1441 at [54]–[55]).

130 Accordingly, we rejected this submission of Mr Chen. The existence of a retainer between a solicitor and a client is wholly independent of the merits of the client's case. Likewise, if a client has made "material misrepresentations about the facts of the case or matter" to the solicitor, the appropriate course of action would be for the solicitor to withdraw from representing the client if the solicitor no longer felt capable of properly representing him in the light of those misrepresentations (r 26(5)(*e*), PCR 2015). The misrepresentations would not nullify the retainer or the formation of the solicitor-client relationship.

131 As for Mr Chen's claims that the lapsing of the Lawsuit served the best interests of both Mr Masud and the administration of justice at large, on account of the alleged lack of merit in his claim, the simple answer was that it is wrong for any solicitor who is convinced that their client's case is meritless to deliberately allow the matter to lapse and be automatically discontinued. A solicitor who considers that his client's case lacks merit has to advise the client accordingly and then take their instructions as to how to proceed from there (see, *eg*, the observations in *Loh Der Ming Andrew v Koh Tien Hua* [2022] 3 SLR 1417 at [86]–[89]). The wording of rr 5(2)(*b*), 5(2)(*e*), and 5(2)(*h*) of the PCR 2015 is clear as to the legal practitioner's duties to keep the client apprised of relevant information that affects his or her interests and provide timely advice thereon. To make the unilateral decision to allow a client's cause of action to be automatically discontinued without the client's knowledge or consent, based on the solicitor's own view as to what would serve the client's best interests, is a breach of the lawyer's fundamental duty to be honest in his dealings with his client and to diligently provide advice and information to them (see r 5(1), PCR 2015).

132 Hence, Mr Chen's arguments attacking the merits of the Lawsuit were irrelevant to OA 5, and we did not consider them.

133 Mr Chen's arguments as to an alleged reasonable suspicion of bias on the part of the DT were similarly a non-starter. There was no basis on which we could find that there was any reasonable suspicion of bias on the part of the DT and accordingly, we rejected such claims.

134 Firstly, while Mr Chen brought up the issue of ongoing proceedings before the Magistrate's Court between Mr Masud and himself, it was not clear

to us how any alleged improprieties in the handling of *that* dispute could have had any bearing on whether the *members of* the DT would be suspected by a reasonable person to be biased in their decision-making *vis-à-vis* the separate disciplinary process of Mr Chen, much less a suspicion that crossed the threshold of a suspicion that is "well founded and … of sufficient gravity in the circumstances of the case" (see *De Souza Lionel Jerome v Attorney-General* [1992] 3 SLR(R) 552 at [31] and [40]).

135 Secondly, Mr Chen brought up the Singapore Academy of Law's alleged publication of disciplinary findings made against him previously that he contended had subsequently been set aside. Mr Chen did not specify *which* publication(s) he was referring to, nor did he annex any of them in any bundle of documents or authorities. But based on the case numbers provided, these appeared to be references to the decision that is published on LawNet as *Law Society of Singapore v Chen Kok Siang Joseph* [2006] 1 SLR(R) 273, which concerned the findings of a disciplinary committee that were later set aside by the C3J. While Mr Chen appeared to complain about the publication of the *reported* decision of the High Court, there was nothing improper about the Singapore Academy of Law publishing reported decisions of the High Court. Moreover, there was an editorial note appended to that decision making it clear that the C3J subsequently set aside the findings of the disciplinary committee in OS 1291/2006 and the matter was remitted to a new disciplinary committee, which acquitted Mr Chen. That acquittal was *also* published by the Singapore Academy of Law on LawNet in *The Law Society of Singapore v Joseph Chen Kok Siang* [2007] SGDSC 7, which firmly put to rest Mr Chen's insinuations that such publications disclosed any bias or prejudice against him.

136 More significantly, however, it was not clear to us how any bias on the part of the Singapore Academy of Law – *even if* that had been made out, which it clearly had not – could cause reasonable members of the public to harbour any reasonable suspicion of bias on the part of the members of the DT that would reasonably undermine public confidence in the administration of justice *vis-à-vis* Mr Chen's disciplinary proceedings.

137 Lastly, the same was true of Mr Chen's claims that various allegedly improper ways in which journalists reported on the story of his disciplinary case had led to a reasonable apprehension of bias. These reports were not appended to any bundles that could be referred to by this court; however, even if one assumed, in Mr Chen's favour, that these reports were improper in some way, a reasonable person considering whether there was bias on the part of the DT would not have found these reports to be relevant.

138 We would reiterate, at this juncture, the observation in *Noor Azlin bte Abdul Rahman and another v Changi General Hospital Pte Ltd* [2021] 2 SLR 440 at [118] that allegations of bias against sitting judges in Singapore have the potential to undermine public confidence in the administration of justice and are never to be taken lightly. A high degree of caution must be exercised by a party seeking to allege such a reasonable apprehension of bias. Unsubstantiated allegations which have the potential to so undermine public confidence in the administration of justice will not be condoned (see *Pritam Singh v Public Prosecutor* [2024] 6 SLR 387 at [74]). Such caution must be exercised not only when making such allegations against sitting judges, but also when they are being made against tribunals and other adjudicative bodies.

139 We turn next to the **First Alternative Charge** which was that Mr Chen had failed to exercise proper supervision over JCC's staff in their handling of Mr Masud's matter. We agreed with the DT's findings on this charge in the light of the evidence before the DT as to how JCC organised the work that was done in the Roberts Lane office. It appeared from the totality of the evidence before the DT and the court that Mr Chen ran the People's Park Centre and Roberts Lane branches as *de facto* separate and independent practices, with Mr Ranjit managing the Roberts Lane office on a day-to-day basis, supervising the staff there (including Mr Dulal), and dealing with clients who engaged JCC from that branch, without the regular supervision and oversight by Mr Chen.

140 The evidence of both Mr Masud and Mr Alamin was that their points of contact in JCC were Mr Ranjit and Mr Dulal, *not* Mr Chen. Mr Masud's AEIC detailed how Mr Ranjit and Mr Dulal had handled his case on a day-to-day basis, and that the first time he ever spoke to Mr Chen was on 31 August 2018 when Mr Chen conveyed to him that he should return to his previous law firm as there was nothing more that JCC could do for him. Moreover, when Mr Alamin approached JCC to consider appointing the firm to handle Mr Masud's Lawsuit, Mr Alamin did not speak to or encounter Mr Chen. Mr Chen was not involved in the formation of the solicitor-client relationship or in giving advice to or taking instructions from Mr Masud (through Mr Alamin) as to the conduct of his Lawsuit.

141 Moreover, Mr Alamin's evidence was clear that during the entire period from late 2015 (when he first approached JCC on Mr Masud's behalf) to July 2018 (when he ceased to be involved in Mr Masud's matter), he never received any legal advice, updates, or other communications from Mr Chen regarding Mr Masud's matter. Mr Alamin also stated that he had no interactions with

Mr Chen whatsoever, and he was "never informed that [Mr Chen] was the lawyer in charge of Mr Masud's case".

142 We considered whether there were any credible contemporaneous records or attendance notes showing that Mr Chen had properly supervised Mr Ranjit's and Mr Dulal's dealings with Mr Masud. Before the DT, Mr Chen sought to rely on a series of attendance notes taken by Mr Dulal which purported to show Mr Chen's involvement in Mr Ranjit's and Mr Dulal's dealings with Mr Masud's case.

143 However, when Mr Chen was cross-examined on these attendance notes, it was highlighted that the notes were not entirely contemporaneous, since the JCC staff's first meeting with Mr Alamin at the Roberts Lane office on 2 December 2015 was only recorded in the note dated 17 January 2016. More significantly, the attendance note that recorded Mr Alamin's follow-up visit on 31 January 2016, when he allegedly failed to inform JCC whether Mr Masud had made any arrangements to see a specialist medical professional, made no mention of Mr Chen having been present at that meeting. When Mr Chen was cross-examined on that note, he gave evidence that Mr Dulal was "not a perfect recorder of it", and he attempted to supplement the contents of that note by suggesting that, even if he had not been recorded as having been present at the meeting, he "was present" nevertheless.

144 In addition to Mr Chen's evidence undermining the authenticity of the attendance notes taken by Mr Dulal, Mr Chen's ignorance of the contents of the attendance notes and his apparent non-involvement in their preparation lent further support for the overall picture gleaned as to his general non-involvement in the affairs of the Roberts Lane office and reliance on Mr Ranjit and Mr Dulal

to convey information about their dealings with Mr Masud. In relation to the attendance notes in Mr Masud's case, Mr Chen asserted that he had relied on Mr Dulal to prepare them and thus knew nothing of their contents. He stated as such in his written submissions:

> Additionally, I wish to add that the attendance notes were written in Bengali and translated to English, **it is not possible for me to fabricate them as I don't know Bengali at all – I couldn't speak, write and read in Bengali and I am totally illiterate in Bengali**. The attendance notes were given to me by Ranajit Dastidar and Dulal in Bengali and the translations were made by a competent Bengali translator.
>
> [emphasis in original]

145 The clear inference to be drawn is that Mr Chen did not double-check the accuracy of any attendance notes taken by Mr Dulal of meetings with clients, despite the fact that maintaining accurate contemporaneous records of advice rendered to and instructions taken from clients was the responsibility of the legal practitioner, *viz*, Mr Chen (see r 5(2)(*k*), PCR 2015).

146 Moreover, Mr Chen himself submitted to us that "I don't speak Bengali and *I can't supervise* by comprehending what was communicated in Bengali amongst Dulal, Ranjit and/or Md Alamin" [emphasis added]. The clear meaning was that Mr Chen believed that it was *not possible* to supervise Mr Ranjit's and Mr Dulal's dealings with his Bengali-speaking clients anyway (and therefore, he *did not*). This constant invocation of a language barrier as an excuse for his defaults on his professional duties was entirely unacceptable. To be clear, there would have been nothing objectionable in relying on Mr Ranjit and Mr Dulal as ***translators*** to convey *Mr Chen's* legal advice to Mr Masud or Mr Alamin and *his* responses to their instructions – as opposed to entrusting the task of dealing with Bengali-speaking clients to his employees altogether on account of

Mr Chen being unable to directly converse with the clients in Bengali (see OA5 DT's Report at [146]).

147 Thus, we agreed with the DT's finding that Mr Chen had failed to supervise Mr Ranjit's and Mr Dulal's dealings with Mr Masud, which was a breach of Mr Chen's responsibility under r 32 of the PCR 2015 (promulgated under s 71(2) of the LPA) to exercise proper supervision over his staff at his law practice. We also agreed with the DT that this breach amounted to misconduct unbefitting an advocate and solicitor as an officer of the Supreme Court (*per* s 83(2)(*h*) of the LPA), being discreditable conduct which tended to bring the profession as a whole into disrepute.

148 In our view, Mr Chen's conduct also demonstrated "improper conduct or practice as an advocate and solicitor" within the meaning of s 83(2)(*b*)(i) of the LPA. We noted, in this respect, that the DT had acquitted Mr Chen of the Law Society's main **First Charge**, which relied on the same factual matrix (*ie*, alleged breaches of r 32 of the PCR 2015 and the failure to supervise JCC's staff). While the **First Charge** had been framed under the "improper conduct or practice" limb of s 83(2)(*b*) of the LPA, the **First Alternative Charge** was framed under the "misconduct unbefitting" limb of s 83(2)(*h*) of the LPA.

149 With respect, the DT's reasons for acquitting Mr Chen of the **First Charge**, *viz*, that for Mr Chen's conduct to have amounted to "grossly improper conduct … they must have acted in a way that is 'dishonourable to [him] as a man and dishonourable in his profession'" [emphasis in original omitted], were not entirely apposite to the charge at issue. That charge was *not* framed under the "grossly improper conduct" limb but the "improper conduct or practice" limb of s 83(2)(*b*). Those limbs of offending conduct are not interchangeable.

On the plain text of s 83(2)(*b*), they are framed as *disjunctive* limbs through the use of the word "or" in between "grossly improper conduct in the discharge of his or her professional duty", on the one hand, and "guilty of such a breach of any of the following as amounts to improper conduct or practice as an advocate and solicitor", on the other. Indeed, charges framed under the "improper conduct or practice" limb have been framed as alternatives to charges framed under the "grossly improper conduct" limb (see, *eg*, *Law Society of Singapore v Udeh Kumar s/o Sethuraju* [2013] 3 SLR 875 at [24] and *Law Society of Singapore v Lee Suet Fern (alias Lim Suet Fern)* [2020] 5 SLR 1151 at [37]–[38] and [135]).

150 Hence, the applicable test was *not* the test applicable to the "grossly improper conduct" limb, *viz*, "conduct which is dishonourable to [the respondent] as a man and dishonourable in his profession", but whether Mr Chen was "guilty of a breach of any applicable rule of conduct" listed under ss 83(2)(*b*)(i) through to 83(2)(*b*)(iii) of the LPA (see *Law Society of Singapore v Ooi Oon Tat* [2023] 3 SLR 966 at [29]), which amounts to a "serious breach of professional rules" (see *Law Society of Singapore v Wong Sin Yee* [2018] 5 SLR 1261 at [23], cited approvingly in *Samuel Seow* at [14]). It is clear from the cases of *Re Seow Francis T; Law Society of Singapore v Seow Francis T* [1971–1973] SLR(R) 727 at [16] and *Re Han Ngiap Juan* [1993] 1 SLR(R) 135 at [25], and the authority relied on by the DT of *Re Marshall David; Law Society of Singapore v Marshall David Saul* [1971–1973] SLR(R) 554 at [23], that the test of conduct which is dishonourable to the legal practitioner both as a person and in their profession was formulated as an articulation of the meaning of conduct which is "grossly improper". However, as the Law Society did not pursue the **First Charge** before us, we say no more on this point.

151 The **Second Charge** and the **Third Charge** pertained to Mr Chen's failure to conduct Mr Masud's Lawsuit with reasonable diligence and to provide timely advice thereon. Both charges concerned the fact that the Lawsuit was automatically discontinued on account of no step or proceeding having been taken in that action for over a year. We agreed with the DT that Mr Chen had to be convicted on both these charges:

(a) First, it was not disputed that JCC never filed a Notice of Change of Solicitors after it took over conduct of Mr Masud's matter and the Discharge Letter had been sent by JCC to Mr Masud's previous solicitors in December 2015. Mr Chen accepted that the notice was not filed.

(b) Secondly, it was also not disputed that Mr Chen never even accessed the e-Litigation file for the Lawsuit until 28 November 2018, *ie*, nearly three years after JCC had taken over Mr Masud's matter. While Mr Chen claimed in his AEIC that this was only because the State Courts Registry gave JCC access to the case file on that date, that averment had to be looked at in the light of Mr Chen's admission that he never filed the Notice of Change of Solicitors putting JCC on record in the case file. The result was that for about three years, Mr Chen had no knowledge of when the case would be deemed discontinued under O 21 r 2(6) of the ROC 2014.

(c) Thirdly, Mr Chen admitted in his evidence that, from February to October 2016, he did not inform Mr Masud of the date when his Lawsuit would be discontinued and never instructed JCC's staff to notify Mr Masud of the same.

(d) Fourthly, at various points in Mr Chen's evidence, he insinuated that he either deliberately took no action to progress Mr Masud's Lawsuit or that he *would* have consciously taken no action *if* he had known the true facts regarding Mr Masud's claim. At one point, he testified that he had never advised Mr Masud of the circumstances when his action would be deemed discontinued because "once it's clear that the---Mr Rana Masud could not clear the threshold inquiry that he could not produce---he did not produce a supporting medical report, then his---his claim should not be proceeded with". At another point, he testified: "had I known about the full facts of his case, then certainly, it would be in his interest that it should be time barred. That's my point that I want to establish." Whatever the contradictions between these two claims, the common thread was that Mr Chen conceded that he had done nothing in respect of Mr Masud's claim. That inaction had resulted in the Lawsuit being automatically discontinued.

152 Therefore, the DT was wholly justified in finding that Mr Chen failed to discharge his duty of reasonable diligence and competence in his handling of Mr Masud's Lawsuit (see r 5(2)(*c*), PCR 2015) and that he failed to render timely advice to Mr Masud as to the circumstances under which his Lawsuit would be automatically discontinued (see r 5(2)(*h*), PCR 2015).

The appropriate sanction

153 The Law Society submitted that a striking off or, alternatively, a suspension of five years, was warranted in this case. Mr Chen's misconduct pointed unequivocally to the conclusion that he was unfit to be a member of the legal profession. The way that Mr Chen conducted himself over a period of

almost three years, while engaged by Mr Masud as his solicitor, did not suggest that Mr Chen's misconduct was merely an isolated lapse in judgment. The Law Society noted:

(a) Over the course of three years, Mr Chen failed to communicate at all with his client.

(b) He took no steps to properly consider Mr Masud's case or advance it and made no attempt to discharge himself so that Mr Masud had the option of seeking new lawyers.

(c) There was a prolonged period of inaction which led to the discontinuance of the Lawsuit and during which Mr Chen failed to inform Mr Masud of the same despite the many trips to the Roberts Lane branch office that Mr Masud made to learn about the progress of his claim.

(d) Mr Chen's lack of concern for the outcome of the Lawsuit leading to the discontinuance and the failure to inform Mr Masud of the position raised serious concerns about the integrity and trustworthiness of Mr Chen.

154 There were also multiple aggravating factors. Mr Chen had shown flagrant disregard for the disciplinary process and demonstrated a lack of remorse. The DT noted Mr Chen's "consistent disregard of the timelines directed by the Tribunal, which caused significant delay to the conduct of proceedings". Moreover, Mr Chen made a spurious allegation of bias against the members of the DT, when such accusations have the tendency to undermine public confidence in the administration of justice without basis. These further underscored Mr Chen's lack of appreciation of his ethical duties as an officer of

the court, including his duty to assist in the administration of justice (see r 9(1), PCR 2015) and to be respectful of the court or tribunal when he was appearing before them (see r 13(2), PCR 2015).

155 Mr Chen's arguments that allowing the Lawsuit to be automatically discontinued served Mr Masud's best interests and the interests of the administration of justice made a mockery of the disciplinary process. It was a blatant attempt to shift the blame for his misconduct onto the victim of his failings as a solicitor. Such a frivolous deflection of responsibility clearly signalled a lack of remorse for his behaviour.

156 Mr Chen confined his submissions to criticising the findings of the DT. He made no arguments on what an appropriate sanction would be if those findings were upheld.

157 Having issued an order of striking off in OA 2, we could not, of course, strike Mr Chen off again in OA 5. Had this matter come before us on its own, prior to the hearing of OA 2, however, we would have issued an order of striking off here. We accepted the submissions of the Law Society as summarised above as to how Mr Chen had shown himself to be unfit to be a member of the legal profession. His conduct was egregious and the facts of the Applications showed that he had for some time been carrying on the practice of law in a totally unacceptable and reprehensible manner. His behaviour called for the most serious sanction possible.

Conclusion

158 As may be apparent from these grounds, the full extent of the unacceptable way in which Mr Chen carried on his legal practice only became

clear in the course of the disciplinary proceedings against him after the Law Society had formulated its charges in the respective cases. It appeared to us that Mr Chen had sought to profit from running a satellite law office which he had manned entirely with unqualified persons and through which he sought to gain the legal business of some of the most vulnerable workers in Singapore – migrant workers who are unfamiliar with the Singapore legal system, do not have much in the way of financial means and are often not conversant in the English language. Many such persons can be easily taken advantage of by unscrupulous lawyers – a prime example here was the way in which Mr Jony trustingly signed the WTA and the POA which were adverse to his interests and which contained terms contrary to a lawyer's professional duties. The way that Mr Chen ran the Roberts Lane office was in itself, in our view, likely grossly improper conduct in the discharge of his professional duty. We do not express a concluded view on the point, however, since that was not the charge before us, but we would advise all lawyers to regard Mr Chen's conduct as an object lesson in the way that lawyers in Singapore should *not* behave.

159 For the reasons expressed in this decision, we struck Mr Chen off the roll of advocates and solicitors. The Law Society was entitled to its costs in respect of both Applications, and we duly fixed the amount thereof for each of the Applications and ordered Mr Chen to pay the same.

Sundaresh Menon
Chief Justice

Belinda Ang Saw Ean
Justice of the Court of Appeal

Judith Prakash
Senior Judge

Devathas Satianathan and Timothy James Chong Wen An
(Rajah & Tann Singapore LLP) for the applicant in C3J/OA 2/2024;
Lin Shumin, Arushee Bhatnagar, Song Yihang and
Anthea Choong Hsin Ying (Drew & Napier LLC)
for the applicant in C3J/OA 5/2024;
The respondent in person.

ANNEX A: LAW SOCIETY'S CHARGES IN OA 2

First Charge

You, Chen Kok Siang Joseph, are charged that you, as an advocate and solicitor of the Supreme Court of Singapore, did act in breach of Rule 5(2)(*a*) of the Legal Profession (Professional Conduct) Rules 2015 by representing to your client, Mr Jony Advaita Sarkar, whether by yourself or through the interpretation of Mr Saha Ranjit Chandra, that he would receive a compensation sum of at least S$50,000 by commencing a personal injury claim against GSI Offshore Pte Ltd and/or Dyna-Mac Engineering Services Pte Ltd in Suit No. DC/DC 3323/2017, when you knew or ought to have known that there was no basis for such advice, and such breach amounts to improper conduct or practice as an advocate and solicitor within the meaning of section 83(2)(*b*) of the Legal Profession Act 1966.

First Alternative Charge

You, Chen Kok Siang Joseph, are charged that you, as an advocate and solicitor of the Supreme Court of Singapore, by representing to your client, Mr Jony Advaita Sarkar, whether by yourself or through the interpretation of Mr Saha Ranjit Chandra, that he would receive a compensation sum of at least S$50,000 by commencing a personal injury claim against GSI Offshore Pte Ltd and/or Dyna-Mac Engineering Services Pte Ltd in Suit No. DC/DC 3323/2017, when you knew or ought to have known that there was no basis for such advice, are guilty of misconduct unbefitting an advocate and solicitor as an officer of the Supreme Court or as a member of an honourable profession under Section 83(2)(*h*) of the Legal Profession Act 1966.

Second Charge

You, Chen Kok Siang Joseph, are charged that you, as an advocate and solicitor of the Supreme Court of Singapore, did act in breach of Rules 5(2)(*a*), 16(3)(*a*) and 17(3) of the Legal Profession (Professional Conduct) Rules 2015 by entering into, and receiving payment in respect of, a settlement agreement in respect of Suit No. DC/DC 3323/2017, on behalf of your client Mr Jony Advaita Sarkar (**"Mr Sarkar"**), without advising and/or informing Mr Sarkar of the terms and circumstances of the settlement and without obtaining Mr Sarkar's consent in respect of the settlement, and using the sum of S$6,000 from the sum you received in respect of the settlement agreement towards payment of your legal fees and disbursements without informing Mr Sarkar and without obtaining his consent, and such breach amounts to improper conduct or practice as an advocate and solicitor within the meaning of section 83(2)(*b*) of the Legal Profession Act 1966.

Third Charge

You, Chen Kok Siang Joseph, are charged that you, as an advocate and solicitor of the Supreme Court of Singapore, did act in breach of Rules 5(2)(*a*), 5(2)(*e*), 5(2)(*h*) and 5(2)(*j*) of the Legal Profession (Professional Conduct) Rules 2015 by entering into a settlement agreement in respect of Suit No. DC/DC 3323/2017, on behalf of your client Mr Jony Advaita Sarkar (**"Mr Sarkar"**), without advising and/or informing Mr Sarkar of the settlement and/or the circumstances of the settlement, and without obtaining Mr Sarkar's consent in respect of the settlement, and such breach amounts to improper conduct or practice as an advocate and solicitor within the meaning of section 83(2)(*b*) of the Legal Profession Act 1966.

Third Alternative Charge

You, Chen Kok Siang Joseph, are charged that you, as an advocate and solicitor of the Supreme Court of Singapore, entered into a settlement agreement in respect of Suit No. DC/DC 3323/2017 on behalf of your client Mr Jony Advaita Sarkar (**"Mr Sarkar"**), without advising and/or informing Mr Sarkar of the settlement and/or the circumstances of the settlement, and without obtaining Mr Sarkar's consent in respect of the settlement, and such conduct amounts to misconduct unbefitting an advocate and solicitor as an officer of the Supreme Court or as a member of an honourable profession under Section 83(2)(*h*) of the Legal Profession Act 1966.

Fourth Charge

You, Chen Kok Siang Joseph, are charged that you, as an advocate and solicitor of the Supreme Court of Singapore, did act in breach of Rules 5(2)(*b*) and 5(2)(*e*) of the Legal Profession (Professional Conduct) Rules 2015 by failing to inform your client, Mr Jony Advaita Sarkar (**"Mr Sarkar"**), of the discontinuance of Suit No. DC/DC 3323/2017 (**"DC 3323"**), that being information that would reasonably affect Mr Sarkar's interests in DC 3323, and such breach amounts to improper conduct or practice as an advocate and solicitor within the meaning of section 83(2)(*b*) of the Legal Profession Act 1966.

Fourth Alternative Charge

You, Chen Kok Siang Joseph, are charged that you, as an advocate and solicitor of the Supreme Court of Singapore, failed to inform your client, Mr Jony Advaita Sarkar (**"Mr Sarkar"**), of the discontinuance of Suit No. DC/DC 3323/2017 (**"DC 3323"**), that being information that would reasonably affect

Mr Sarkar's interests in DC 3323, and such conduct amounts to misconduct unbefitting of an advocate and solicitor as an officer of the Supreme Court or as a member of an honourable profession under Section 83(2)(*h*) of the Legal Profession Act 1966.

Fifth Charge

You, Chen Kok Siang Joseph, are charged that you, as an advocate and solicitor of the Supreme Court of Singapore, did act in breach of Rule 5(2)(*k*) of the Legal Profession (Professional Conduct) Rules 2015 by failing to keep proper contemporaneous records of all advice rendered to and all instructions received from your client, Mr Jony Advaita Sarkar, in relation to the commencement of a personal injury claim against GSI Offshore Pte Ltd and/or Dyna-Mac Engineering Services Pte Ltd in Suit No. DC/DC 3323/2017, and such breach amounts to improper conduct or practice as an advocate and solicitor within the meaning of section 83(2)(*b*) of the Legal Profession Act 1966.

Sixth Charge

You, Chen Kok Siang Joseph, are charged that you, as an Advocate and Solicitor of the Supreme Court of Singapore, did act in breach of Rule 5(2)(*k*) of the Legal Profession (Professional Conduct) Rules 2015 by failing to keep proper contemporaneous records of all advice rendered to and all instructions received from your client, Mr Jony Advaita Sarkar, in relation to the entering into of the Warrant to Act dated 11 August 2017 and the Power of Attorney dated 21 August 2017, and such breach amounts to improper conduct or practice as an advocate and solicitor within the meaning of section 83(2)(*b*) of the Legal Profession Act 1966.

Seventh Charge

You, Chen Kok Siang Joseph, are charged that you, as an advocate and solicitor of the Supreme Court of Singapore, did act in breach of Rule 32 of the Legal Profession (Professional Conduct) Rules 2015 by failing to exercise proper supervision over your staff, namely, Mr Saha Ranjit Chandra and/or Mr Dulal Chandra Baroi, between late 2016 and 2019, in that you failed to take adequate steps to supervise their oral communication with your client, Mr Jony Advaita Sarkar, in respect of matters relating to Suit No. DC/DC 3323/2017, and such breach amounts to improper conduct or practice as an advocate and solicitor within the meaning of section 83(2)(*b*) of the Legal Profession Act 1966.

Seventh Alternative Charge

You, Chen Kok Siang Joseph, are charged that you, as an advocate and solicitor of the Supreme Court of Singapore, failed to exercise proper supervision over your staff, namely, Mr Saha Ranjit Chandra and/or Mr Dulal Chandra Baroi, between late 2016 and 2019, in that you failed to take adequate steps to supervise their oral communication with your client, Mr Jony Advaita Sarkar, in respect of matters relating to Suit No. DC/DC 3323/2017, and such conduct amounts to misconduct unbefitting of an advocate and solicitor as an officer of the Supreme Court or as a member of an honourable profession under Section 83(2)(*h*) of the Legal Profession Act 1966.

Eighth Charge

You, Chen Kok Siang Joseph, are charged that you, as an advocate and solicitor of the Supreme Court of Singapore, did act in breach of Rules 5(2)(*a*), 5(2)(*b*) and 5(2)(*h*) of the Legal Profession (Professional Conduct) Rules 2015 by failing to advise your client, Mr Jony Advaita Sarkar (**"Mr Sarkar"**), on the

terms of the Warrant to Act dated 11 August 2017 and the Power of Attorney dated 21 August 2017, that being information that would reasonably affect Mr Sarkar's interests in his claims in relation to Suit No. DC/DC 3323/2017, and such breach amounts to improper conduct or practice as an advocate and solicitor within the meaning of section 83(2)(*b*) of the Legal Profession Act 1966.

Eighth Alternative Charge

You, Chen Kok Siang Joseph, are charged that you, as an advocate and solicitor of the Supreme Court of Singapore, failed to advise your client, Mr Jony Advaita Sarkar (**"Mr Sarkar"**), on the terms of the Warrant to Act dated 11 August 2017 and the Power of Attorney dated 21 August 2017, that being information that would reasonably affect Mr Sarkar's interests in relation to Suit No. DC/DC 3323/2017, and such conduct amounts to misconduct unbefitting an advocate and solicitor as an officer of the Supreme Court or as a member of an honourable profession under Section 83(2)(*h*) of the Legal Profession Act 1966.

Ninth Charge

You, Chen Kok Siang Joseph, are charged that you, as an advocate and solicitor of the Supreme Court of Singapore, did act in breach of Rule 11(2)(*a*) of the Legal Profession (Professional Conduct) Rules 2015 by appearing before the Court in Suit No. DC/DC 3323/2017 (**"DC 3323"**) despite your failure to maintain professional independence by reason of the terms of the Warrant to Act dated 11 August 2017 and the Power of Attorney dated 21 August 2017, by which you acquired a financial interest in the subject matter of DC 3323, and such breach amounts to improper conduct or practice as an advocate and

solicitor within the meaning of section 83(2)(*b*) of the Legal Profession Act 1966.

Ninth Alternative Charge

You, Chen Kok Siang Joseph, are charged that you, as an advocate and solicitor of the Supreme Court of Singapore, appeared before the Court in Suit No. DC/DC 3323/2017 (**"DC 3323"**) despite your failure to maintain professional independence by reason of the terms of the Warrant to Act dated 11 August 2017 and the Power of Attorney dated 21 August 2017, by which you acquired a financial interest in the subject matter of DC 3323, and such conduct amounts to misconduct unbefitting an advocate and solicitor as an officer of the Supreme Court or as a member of an honourable profession under Section 83(2)(*h*) of the Legal Profession Act 1966.

Tenth Charge

You, Chen Kok Siang Joseph, are charged that you, as an advocate and solicitor of the Supreme Court of Singapore, did act in breach of Rule 18(*a*) of the Legal Profession (Professional Conduct) Rules 2015 by entering into negotiations with your client, Mr Jony Advaita Sarkar, for an interest in the subject matter of Suit No. DC/DC 3323/2017 (**"DC 3323"**), and subsequently acquiring such interest by virtue of your unfettered power, through the Warrant to Act dated 11 August 2017 and the Power of Attorney dated 21 August 2017, to recover your unquantified professional fees from any proceeds and/or settlement sums in DC 3323, and such breach amounts to improper conduct or practice as an advocate and solicitor within the meaning of section 83(2)(*b*) of the Legal Profession Act 1966.

Tenth Alternative Charge

You, Chen Kok Siang Joseph, are charged that you, as an advocate and solicitor of the Supreme Court of Singapore, entered into negotiations with your client, Mr Jony Advaita Sarkar, for an interest in the subject matter of Suit No. DC/DC 3323/2017 (**"DC 3323"**), and subsequently acquired such interest by virtue of your unfettered power, through the Warrant to Act dated 11 August 2017 and the Power of Attorney dated 21 August 2017, to recover your unquantified professional fees from any proceeds and/or settlement sums in DC 3323, and such conduct amounts to misconduct unbefitting an advocate and solicitor as an officer of the Supreme Court or as a member of an honourable profession under Section 83(2)(*h*) of the Legal Profession Act 1966.

Eleventh Charge

You, Chen Kok Siang Joseph, are charged that you, as an advocate and solicitor of the Supreme Court of Singapore, did act in breach of Rule 22(2) of the Legal Profession (Professional Conduct) Rules 2015 by acting for your client, Mr Jony Advaita Sarkar (**"Mr Sarkar"**) despite the existence of, or the reasonable expectation of the existence of, a conflict between your interests and your duty to serve the best interests of Mr Sarkar by virtue of your unfettered power, through the Warrant to Act dated 11 August 2017 and the Power of Attorney dated 21 August 2017, to compromise or settle any claims made by Mr Sarkar in Suit No. DC/DC 3323/2017 (**"DC 3323"**), instruct any persons to depose affidavits on Mr Sarkar's behalf in DC 3323, and/or recover your unquantified professional fees from any proceeds and/or settlement sums in DC 3323, and such breach amounts to improper conduct or practice as an advocate and solicitor within the meaning of section 83(2)(*b*) of the Legal Profession Act 1966.

Eleventh Alternative Charge

You, Chen Kok Siang Joseph, are charged that you, as an advocate and solicitor of the Supreme Court of Singapore, acted for your client, Mr Jony Advaita Sarkar (**"Mr Sarkar"**) despite the existence of, or the reasonable expectation of the existence of, a conflict between your interests and your duty to serve the best interests of Mr Sarkar by virtue of your unfettered power, through the Warrant to Act dated 11 August 2017 and the Power of Attorney dated 21 August 2017, to compromise or settle any claims made by Mr Sarkar in Suit No. DC/DC 3323/2017 (**"DC 3323"**), instruct any persons to depose affidavits on Mr Sarkar's behalf in DC 3323, and/or recover your unquantified professional fees from any proceeds and/or settlement sums in DC 3323, and such conduct amounts to misconduct unbefitting an advocate and solicitor as an officer of the Supreme Court or as a member of an honourable profession under Section 83(2)(*h*) of the Legal Profession Act 1966.

ANNEX B: LAW SOCIETY'S CHARGES IN OA 5

First Charge

That you, Chen Kok Siang, Joseph, an Advocate and Solicitor of the Supreme Court of Singapore, whilst practicing at Joseph Chen & Co, are charged that you had, between 3 December 2015 and 31 August 2018, breached Rule 32 of the Legal Profession (Professional Conduct) Rules, in failing to exercise proper supervision over the staff working in your law practice by failing to be present with the staff and the Complainant when the staff translated your legal advice and the alleged notice of termination of the retainer to the Complainant, and/or by failing to instruct your staff to specify and translate to the Complainant the precise date on which the Suit would be deemed automatically discontinued, such breach amounting to improper conduct or practice as an advocate and solicitor within the meaning of Section 83(2)(b) of the Legal Profession Act.

First Alternative Charge

That you, Chen Kok Siang, Joseph, an Advocate and Solicitor of the Supreme Court of Singapore, whilst practicing at Joseph Chen & Co, are charged that you had, between 3 December 2015 and 31 August 2018, breached Rule 32 of the Legal Profession (Professional Conduct) Rules, in failing to exercise proper supervision over the staff working in your law practice by failing to be present with the staff and the Complainant when the staff translated your legal advice and the alleged notice of termination of the retainer to the Complainant, and/or by failing to instruct your staff to specify and translate to the Complainant the precise date on which the Suit would be deemed automatically discontinued, such breach amounting to misconduct unbefitting an advocate and solicitor as

an officer of the Supreme Court or as a member of an honourable profession within the meaning of Section 83(2)(h) of the Legal Profession Act.

Second Charge

That you, Chen Kok Siang, Joseph, an Advocate and Solicitor of the Supreme Court of Singapore, whilst practicing at Joseph Chen & Co, are charged that you had, between February 2016 and October 2016, breached Rule 5(2)(c) of the Legal Profession (Professional Conduct) Rules, in failing to act with reasonable diligence and competence in the provision of services to the Complainant by failing to take any steps to contact the Complainant between February 2016 and October 2016, and allowing the Complainant's Suit to be automatically discontinued, such breach amounting to improper conduct or practice as an advocate and solicitor within the meaning of Section 83(2)(b) of the Legal Profession Act.

Second Alternative Charge

That you, Chen Kok Siang, Joseph, an Advocate and Solicitor of the Supreme Court of Singapore, whilst practicing at Joseph Chen & Co, are charged that you had, between February 2016 and October 2016, breached Rule 5(2)(c) of the Legal Profession (Professional Conduct) Rules, in failing to act with reasonable diligence and competence in the provision of services to the Complainant by failing to take any steps to contact the Complainant between February 2016 and October 2016, and allowing the Complainant's Suit to be automatically discontinued, such breach amounting to misconduct unbefitting an advocate and solicitor as an officer of the Supreme Court or as a member of an honourable profession within the meaning of Section 83(2)(h) of the Legal Profession Act.

Third Charge

That you, Chen Kok Siang, Joseph, an Advocate and Solicitor of the Supreme Court of Singapore, whilst practicing at Joseph Chen & Co, are charged that you had, between February 2016 and October 2016, breached Rule 5(2)(h) of the Legal Profession (Professional Conduct) Rules, in failing to provide timely advice to the Complainant by failing to take any steps to contact the Complainant between February 2016 and October 2016 and not advising the Complainant that his Suit would be automatically discontinued if no further steps were taken by October 2016, such breach amounting to improper conduct or practice as an advocate and solicitor within the meaning of Section 83(2)(b) of the Legal Profession Act.

Third Alternative Charge

That you, Chen Kok Siang, Joseph, an Advocate and Solicitor of the Supreme Court of Singapore, whilst practicing at Joseph Chen & Co, are charged that you had, between February 2016 and October 2016, breached Rule 5(2)(h) of the Legal Profession (Professional Conduct) Rules, in failing to provide timely advice to the Complainant by failing to take any steps to contact the Complainant between February 2016 and October 2016 and not advising the Complainant that his Suit would be automatically discontinued if no further steps were taken by October 2016, such breach amounting to misconduct unbefitting an advocate and solicitor as an officer of the Supreme Court or as a member of an honourable profession within the meaning of Section 83(2)(h) of the Legal Profession Act.