

Joseph Rahim

Solicitor

395463

[Agreement Date: 29 April 2025](#)

Decision - Agreement

Outcome: Regulatory settlement agreement

Outcome date: 29 April 2025

Published date: 2 May 2025

Firm details

Firm or organisation at time of matters giving rise to outcome

Name: Philip & Robert Howard Solicitors

Address(es): 113 Wilmslow Road Handforth Wilmslow SK9 3ER England

Firm ID: 571131

Outcome details

This outcome was reached by agreement.

Decision details

1. Agreed outcome

1.1 Joseph Rahim (Mr Rahim), a solicitor, agrees to the following outcome to the investigation of his conduct by the Solicitors Regulation Authority (SRA):

- a. he is rebuked
- b. to the publication of this agreement
- c. he will pay the costs of the investigation of £1,350.

Reasons/basis

2. Summary of Facts

2.1 Mr Rahim was acting for his client in court proceedings against the defendant. On 27 June 2023 the court ordered the defendant to pay Mr Rahim's client a sum of damages and costs. The defendant was acting as a litigant in person and was not represented by a solicitor.



2.2 Following the court judgment, the defendant instructed solicitors to act for him. On 5 July 2023 his solicitors sent Mr Rahim a notice of acting.

2.3 On 19 July 2023, despite Mr Rahim knowing that the defendant had now instructed solicitors, he sent an email directly to defendant.

2.4 In his email, Mr Rahim stated that the defendant had committed perjury and that if he failed to pay the damages to his client, he would inform the court of the perjury which could result in the defendant facing up to seven years imprisonment.

2.5 The outcome of the matter is that the defendant did not pay the judgment awarded to the Mr Rahim's client's and the damages and costs remain unpaid to date by the defendant.

3. Admissions

3.1 Mr Rahim makes the following admissions which the SRA accepts:

- a. That on 19 July 2023, he sent an email to the defendant when he knew, or ought to have known that the defendant had solicitors acting for him. The email contained unsubstantiated allegations and threats that the defendant had committed perjury. Mr Rahim accepts he had no evidence to support that contention, and it was sent with the intention to make the defendant pay the damages promptly.
- b. In doing so, he breached Principle 2 of the SRA Principles 2019 as he failed to act in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons.

4. Why a written rebuke is an appropriate outcome

4.1 The SRA's Enforcement Strategy sets out its approach to the use of its enforcement powers where there has been a failure to meet its standards or requirements.

4.2 When considering the appropriate sanctions and controls in this matter, the SRA has taken into account the admissions made by Mr Rahim and the following mitigation which he has put forward:

- a. he does not have any prior adverse regulatory history
- b. the conduct was an isolated incident
- c. he has shown insight and remorse.

4.3 The SRA considers that a written rebuke is the appropriate outcome because:

- a. he was directly responsible for his conduct
- b. there was no lasting harm or impact.



4.4 A rebuke is appropriate to maintain professional standards and uphold public confidence in the solicitors' profession and in legal services provided by authorised persons. Any lesser sanction would not provide a credible deterrent to Mr Rahim and others. A rebuke therefore meets the requirements of rule 3.2 of the Regulatory and Disciplinary Rules.

5. Publication

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

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

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

6.2 If Mr Rahim denies the admissions or acts in a way which is inconsistent with this agreement, the conduct which is subject to this agreement may be considered further by the SRA. That may result in a disciplinary outcome or a referral to the Solicitors Disciplinary Tribunal on the original facts and allegations.

6.3 Denying the admissions made or acting in a way which is inconsistent with this agreement may also constitute a separate breach of principles 2 and 5 of the Principles and paragraph 7.3 of the Code of Conduct for Solicitors, RELs and RFLs.

7. Costs

7.1 Mr Rahim agrees to pay the costs of the SRA's investigation in the sum of £1,350. Such costs are due within 28 days of a statement of costs due being issued by the SRA.

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