**THE LAW SOCIETY OF BRITISH COLUMBIA**

IN THE MATTER OF THE *LEGAL PROFESSION ACT*, SBC 1998, C. 9

AND

**KAMALJIT SINGH GREWAL**

(a member of the Law Society of British Columbia)

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# RULE 3-7.1 CONSENT AGREEMENT SUMMARY

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1. On July 23, 2026, the Chair of the Discipline Committee approved a consent agreement proposal submitted by Kamaljit Singh Grewal (the "Lawyer") under Rule 3-7.1 of the Law Society Rules ("Rules").

2. Under the proposal, the Lawyer admitted that he committed the following misconduct, and that it constitutes professional misconduct pursuant to s. 38(4) of the *Legal Profession Act*:

    1. Between approximately 2021 and 2024, in relation to a corporate transaction matter concerning his clients AA and BB Ltd. (the "Clients"), he failed to provide quality of service required of a competent lawyer in a similar situation, contrary to Rules 3.1-2 and 3.2-1 of the *Code of Professional Conduct for British Columbia,* by failing to do one or more of the following:

        (a) completing a transfer of shares to CC within a reasonable time frame based on his Clients' instructions; and

        (b) providing the Clients with timely, complete, and accurate relevant information about the matter.

    2. Between approximately 2021 and 2024, he acted for the Clients in relation to a corporate transaction matter that involved CC, an unrepresented person, and failed to do one or more of the following, contrary to Rule 7.2-9 of the *Code of Professional Conduct for British Columbia:*

        (a) urge the unrepresented person to obtain independent legal advice;

(b) take care to see that the unrepresented person was not proceeding under the impression that his interests would be protected by the Lawyer; and

(c) make it clear to the unrepresented person that he was acting exclusively in the interests of the Clients.

3. On or about March 4, 2021, in the course of representing the Clients in a corporate transaction matter, the Lawyer received $75,000 in his firm's trust account by means of an electronic transfer from a third party, and he failed to obtain accurate confirmation in writing providing details of the transfer from the financial institution or remitter of the funds within two banking days of the deposit, contrary to Rule 3-64.2 of the Law Society Rules.

3. Under the proposal, the Lawyer agreed to pay a fine of $6,500 within 90 days of the approval of the consent agreement by the Chair of the Discipline Committee.

4. In making its decision, the Chair of the Discipline Committee considered an Agreed Statement of Facts dated June 24, 2026, and a letter to the Chair of the Discipline Committee signed by the Lawyer on June 24, 2026. The Chair also considered that the Lawyer did not have a prior professional conduct record.

5. This consent agreement will now form part of the Lawyer's Professional Conduct Record.

6. Pursuant to Rule 3-7.1(5) of the Rules, and subject to Rule 3-7.2 of the Rules, the Law Society is bound by an effective consent agreement, and no further action may be taken on the complaint that gave rise to the agreement.

7. The admitted facts set out in the Agreed Statement of Facts have been summarized below.

**Summary of Facts**

*Member Background*

8. The Lawyer was called and admitted as a member of the Law Society of British Columbia on May 24, 2012.

9. The Lawyer practices in the areas of corporate, wills and estates, commercial lending transactions, residential and commercial real estate law.

10. The Lawyer has no prior disciplinary history in British Columbia.

*Background Facts*

11. In January 2021, the Lawyer was retained by AA to assist AA in the purchase of half of the shares of DD Inc. from AA's business partner EE.

12. The purchase price for EE's shares in DD Inc. was $150,000 (the "Purchase Funds").

13. On January 19, 2021, AA told the Lawyer that AA likely wanted someone else to purchase half of EE's shares in DD Inc.

14. On January 27, 2021, AA advised the Lawyer that AA intended to be the sole purchaser of EE's shares.

15. On March 5, 2021, two share purchase transactions were completed based on the following agreements:

    (a) a share purchase agreement between EE and AA, whereby EE sold 100 Class A shares of BB Ltd. to AA; and

    (b) a share purchase agreement between EE and BB Ltd., whereby EE sold 50 Class A shares in DD Inc. to BB Ltd.

16. Following completion of the first share purchase agreement, AA became the sole shareholder of BB Ltd.

17. Following completion of the second share purchase agreement, AA and BB Ltd. became the shareholders of DD Inc.

*The Purchase Funds*

18. On March 3, 2021, the Lawyer's assistant and paralegal requested that AA provide instructions for depositing the Purchase Funds into the Lawyer's trust account, and asked that AA provide a photograph of the bank draft before it was deposited and a photograph of the deposit slip following the deposit.

19. On March 3, 2021, the Lawyer's assistant and paralegal sought information from AA about the source of the Purchase Funds. AA replied on the same day that the Purchase Funds would not be provided by bank draft, but the Purchase Funds would be transferred from two bank accounts through local branches.

20. On March 4, 2021, two separate deposits of $75,000 were made into the Lawyer's trust account towards the Purchase Funds.

21. On March 4, 2021, AA sent the Lawyer's assistant and paralegal copies of two separate customer receipts for deposits of $75,000 each from two separate bank branches. One

bank receipt related to a deposit made from a branch in British Columbia, and the other bank receipt related to a deposit made from a branch in New Brunswick. Neither customer receipt identified the individual who made the deposit.

22. On March 4, 2021, the Lawyer's assistant and paralegal requested that AA provide the source of the Purchase Funds, to which AA advised that the source was "employment income".

23. The Lawyer did not obtain confirmation in writing from the financial institution with respect to the details about the electronic transfer of the two separate $75,000 deposits into his trust account.

24. On the Lawyer's "Client identification and verification procedure source of funds" form, the Lawyer's assistant and paralegal recorded AA as the only source of the Purchase Funds, noting that the Purchase Funds came from two direct deposits of $75,000 each, from separate bank accounts.

25. On March 4, 2021, the Lawyer's assistant and paralegal issued two firm trust receipts for $75,000 each, both of which identified AA as the payor.

26. The Lawyer was not advised by AA in advance that one of the two $75,000 deposits comprising the Purchase Funds would be made by a third party, CC.

27. The Lawyer mistakenly understood that AA had provided the entirety of the Purchase Funds, since the Lawyer was previously advised by AA that he intended to be the sole purchaser.

28. In actuality, CC was the payor of one of the $75,000 payments made on March 4, 2021 towards the Purchase Funds.

*CC's interest in DD Inc.*

29. On May 4, 2021, AA emailed the Lawyer expressing a desire to complete a shareholder agreement insofar as CC would receive a 25% interest in DD Inc. (the "Shareholder's Agreement").

30. On May 4, 2021, the Lawyer advised AA that the Lawyer could begin preparing the Shareholder's Agreement and requested instructions regarding the proposed transfer of shares to CC, including the structure of the transfer and whether CC would hold the shares personally or through a company.

31. On June 21, 2021, AA emailed the Lawyer and wrote that CC paid $75,000 for 25% of the interest in DD Inc., and he needed to get the Shareholder's Agreement done.

32. On June 21, 2021, the Lawyer wrote to AA, and confirmed that he would get started on the documents relating to the Shareholder's Agreement, and asked AA what effective date he wanted to use for the share transfer. The proposed effective date of the share transfer was February 20, 2021.

33. On or about September 29, 2021, the Lawyer changed law firms. Before doing so, the Lawyer advised AA that the share transfer had not been completed, and the Shareholder's Agreement remained unfinished, as AA had not yet provided final approval of all of the draft documents required for the transaction to proceed.

*Failure to deal properly with unrepresented party*

34. On June 23, 2021, the Lawyer's assistant and paralegal emailed AA requesting information required to prepare the Shareholder's Agreement and complete the share transfer to CC, and asked, among other things, if CC had a lawyer.

35. Later that day, CC responded by email to the Lawyer, stating that he would be using the same law firm as AA, where the Lawyer was working, for his legal representation and provided copies of his identification documents.

36. On June 24, 2021, the Lawyer acknowledged that he understood that CC wanted the Lawyer to act for him, and in an email to his assistant and paralegal, he stated that they would eventually advise CC that the Lawyer could not represent CC and that CC could either waive independent legal advice or seek another lawyer.

37. As of June 23, 2021, the Lawyer was aware that CC wanted the Lawyer to represent him in connection with the proposed share purchase in DD Inc., and there was no further follow-up communication from CC until 2024.

38. Despite this, between June 2021 and January 2024, the Lawyer did not advise CC of the Lawyer's view that neither he nor his law firm could act for CC in the share purchase transaction, and did not recommend that CC obtain independent legal advice or independent legal representation.

39. On January 29, 2024, for the first time since communicating with the Lawyer in June 2021, CC emailed the Lawyer requesting information related to the purchase of his portion of the interest in DD Inc., and expressed concern that all he had to show for his transfer of $75,000 to the Lawyer's trust account was a deposit slip from a bank.

40. On January 30, 2024, the Lawyer's assistant and paralegal emailed AA seeking confirmation regarding receipt of payment from CC for the purchase of a 25% interest in DD Inc. AA responded the same day and confirmed that CC had paid $75,000 for the interest in DD Inc.

41. On January 31, 2024, AA emailed the Lawyer expressing frustration that the share transfer to CC had not been completed two years ago, and AA reiterated that the Lawyer should proceed to do it.

42. The Lawyer advised AA that the share transfer documents were drafted but had been placed on hold pending final instructions from AA approving the draft Shareholder's Agreement. AA instructed the Lawyer to complete the share transfer to CC.

*The Lawyer sends CC a package*

43. On February 1, 2024, pursuant to AA's instructions and in an attempt to complete the transfer of a 25% interest in DD Inc. to CC, the Lawyer emailed CC a package of documents (the "Package").

44. The Package included, among other things, a share purchase agreement effective February 20, 2021, in which BB Ltd. would sell 25 Class A shares to CC, and a directors' resolution of the company effective February 20, 2021, all of which had been previously prepared by the Lawyer and placed on hold.

45. The Package also included:

(a) a proposed receipt stating that CC had paid $75,000 to AA through BB Ltd., effective February 20, 2021;

(b) a Waiver of Tax Advice dated February 2, 2024, but stated to be effective February 20, 2021; and

(c) an Independent Legal Advice Declaration dated February 2, 2024, but stated to be effective February 20, 2021.

46. After receiving the Package, CC requested a receipt confirming his $75,000 deposit into the firm's trust account for the purchase of his interest in DD Inc.

47. On February 2, 2024, the Lawyer advised CC that the transfer documents had previously been prepared but not provided pending completion of the Shareholder's Agreement, and stated that he would circulate the documents.

48. On February 6, 2024, the Lawyer's assistant and paralegal emailed CC documents relating to the deposit of the $75,000.

49. On February 6, 2024, CC advised the Lawyer that the proposed receipt was not useful to him because it recorded a payment to AA and did not document CC's deposit of $75,000 into the trust account of the Lawyer's firm at that time.

50. Between February 20 and February 23, 2024, CC sent additional emails to the Lawyer expressing concerns regarding the manner in which the purchase had been structured and documenting his understanding that he had purchased shares originally acquired from EE. In particular, CC advised that he had not paid BB Ltd. and questioned the accuracy of a receipt stating otherwise. CC also expressed concern regarding the Waiver of Tax Advice and Independent Legal Advice Declaration being dated February 2, 2024, while purporting to take effect on February 20, 2021.

51. On February 20, 2024, CC spoke with the Lawyer’s assistant and paralegal, who subsequently recorded notes of the conversation. In that discussion, CC stated that his $75,000 contribution was used in connection with the buy-out of EE and expressed concern that the transaction structure appeared to reflect that the same funds were being accounted for more than once.

52. The Lawyer did not complete the share transfer to CC for his 25% interest in DD Inc. within a reasonable time, despite having received instructions from AA in 2021 to do so, confirmation that CC had paid for the shares, and having prepared the transfer documentation. Although the Lawyer was awaiting AA's final approval of the Shareholder's Agreement, he had sufficient instructions to complete the share transfer independently of the Shareholder's Agreement and failed to do so.

53. Ultimately, AA retained another lawyer to complete the share transfer.

*Mitigating Factors*

54. The Lawyer is remorseful and has admitted his misconduct.

55. In approving the consent agreement proposal, the Chair of the Discipline Committee also considered that the proposed fine was consistent with the outcome in prior, similar matters.