

2014 : No. 03 Fall

Amarjit Singh Dhindsa

Abbotsford, BC

Called to the bar: June 8, 2001

Discipline hearing : January 15, 2014

Panel : Thomas Fellhauer, Chair, Paula Cayley and John Waddell, QC

Decision issued : April 17, 2014 (2014 LSBC 18)

Counsel : Carolyn Gulabsingh for the Law Society; Gerald A. Cuttler for Amarjit Singh Dhindsa

Facts

On February 2, 2012, Amarjit Singh Dhindsa was retained to act for a client who had entered into a contract to sell property to another company.

On February 10, the purchaser's lawyer sent Dhindsa a letter setting out the undertakings upon which he would send the net sale proceeds to Dhindsa in trust. The undertakings included requirements that Dhindsa provide, within five business days, a copy of his letter to the bank enclosing the payout monies, and obtain a discharge of mortgage and an assignment of rents in a timely manner.

Dhindsa met with his client on February 24 and then assigned primary responsibility for this transaction to a legal assistant who was experienced in conveyancing.

Dhindsa's conveyancing staff were informed of the importance of using a checklist in the client file for diarizing and following up in order to fulfill undertakings and obtain discharges on a timely basis. His staff were also instructed to bring to his attention any issues or problems that arose. Dhindsa did not review or audit files prior to closing the file to ensure the conveyance had completed and that all obligations were performed.

During the course of the transaction, Dhindsa's legal assistant prepared conveyance documents and letters to the vendor, the purchaser's lawyer and the bank. Two letters were incorrectly dated. Dhindsa did not review any letters sent out on his behalf, and his legal assistant did not copy him on any incoming correspondence or emails related to the transaction.

The sale of the property completed on March 1, 2012. On June 1, the purchaser's lawyer advised the legal assistant that one of the mortgages and one of the assignments of rents remained outstanding. The legal assistant did not investigate this matter further and did not bring it to Dhindsa's attention.

On July 4, 2012, the purchaser's lawyer reported Dhindsa to the Law Society.

Admission and disciplinary action

Dhindsa admitted that he committed professional misconduct by failing to honour the trust conditions imposed by the purchaser's lawyer and by abdicating his professional responsibility to maintain the client's file, properly delegate tasks and adequately supervise his staff. Dhindsa admitted that he breached the rules by failing to deliver a five-day report detailing that he had delivered funds to the lender and had not obtained discharges from the lender in respect of a mortgage and an assignment of rents, contrary to the rules.

Dhindsa had virtually no oversight over his client's file. After meeting with his client on February 24, 2012, he did not review the file again until he was advised of the complaint to the Law Society. This was the first time that he learned that the undertakings were not being fulfilled, discharges were not obtained and reporting letters were not completed.

Dhindsa accepted the undertakings requested by the purchaser's lawyer; however, he did not take any steps to actually ensure that those undertakings were complied with. He did not discuss the undertakings with his staff or follow up with them. He also did not prepare any report to comply with the rules.

The panel considered Dhindsa's professional conduct record as an aggravating factor because he had a prior history of breaching an undertaking.

Dhindsa took steps to fulfill the undertakings immediately after he became aware that they had been breached. The panel noted that there was no discernible advantage gained by Dhindsa by his misconduct. While the purchaser may have suffered some inconvenience and potential increased legal costs, there did not appear to be any other consequence of significance.

The panel accepted Dhindsa's admissions and ordered that he pay:

1. a \$5,000 fine; and
2. \$2,500 in costs.

The panel ordered that the citation, the agreed statement of facts and the transcripts of the hearing be sealed to protect confidential client and third-party information. The public has access to the essential information to understand the context of Dhindsa's professional misconduct and the reasons for the panel's decision.