DISCIPLINARY TRIBUNAL SECRETARIAT

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DT/SEC/04/2020

1 February 2021

BY EMAIL

Director, Conduct Department
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Dear Sirs

PROCEEDINGS OF THE DISCIPLINARY TRIBUNAL
IN THE MATTER OF LEE TECK LENG ROBSON
AN ADVOCATE & SOLICITOR

Pursuant to section 93(4)(a) of the Legal Profession Act (Cap 161, 2009 Rev Ed), I submit a copy of the Report of the Disciplinary Tribunal in respect of Mr Lee Teck Leng Robson

Yours faithfully

EDWIN SAN
SECRETARY
DISCIPLINARY TRIBUNAL

C:DT/04/2020.(18D) - ES/NA/AC

DISCIPLINARY TRIBUNAL

DT 4/2020

In the Matter of **LEE TECK LENG ROBSON**, an Advocate and Solicitor

And

In the Matter of the Legal Profession Act (Cap. 161)

REPORT

Coram:
President: Ms Molly Lim, *SC*
Advocate & Solicitor: Mr Tan Kheng Ann Alvin

Solicitors for the Complainants

M/s Rajah & Tann Singapore LLP
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Mr Chew Xiang
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Solicitors for the Respondent

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Ref: TSY/KCH/ANO/HAA/2018-3172

Dated this 1st day of February 2021.

Introduction

1. This Disciplinary Tribunal ("**DT**") in DT/4/2020 ("**DT 4**") and the DT in DT/4A/2020 ("**DT 4A**") (jointly, "**the DTs**") were appointed to hear and investigate the complaint made against Mr Lee Teck Leng Robson ("**the Respondent**") and Mr Jai Swarup Pathak ("**Mr Pathak**"), both of Gibson, Dunn & Crutcher LLP ("**Gibson Dunn**"), respectively and in the circumstances set out below.

2. The complaint against the Respondent and Mr Pathak (jointly, "**the two Respondents**") was made by one Mr Tan Ng Kuang ("**Mr Tan**") and one Ms Lim Siew Soo ("**Ms Lim**") (jointly, "**the Complainants**"). The Complainants are insolvency practitioners with nTan Corporate Advisory Pte Ltd of 8 Shenton Way, #37-02, AXA Tower, Singapore 068811 ("**nTan**").

3. The Respondent is an Advocate and Solicitor of the Supreme Court of Singapore registered under Section 36E of the Legal Profession Act (Cap. 161, 2009 Rev Ed) ("**the LPA**"). He has been a Partner in Gibson Dunn's Mergers & Acquisitions and Capital Markets practice groups since May 2015. From May 2015 until around 2 January 2020, the Respondent was the sole Singapore law qualified partner in Gibson Dunn's Singapore office.

4. Mr Pathak is a regulated foreign lawyer practising under Section 36C of the LPA. and has been the Partner-in-Charge of Gibson Dunn's Singapore office and the Pacific Asia region since 2008.

5. Gibson Dunn, an international law firm with headquarters in Los Angeles, California, United States and an office in Singapore, had obtained a Qualifying Foreign Law Practice license issued by the Singapore Ministry of Law in 2013 to practice in permitted areas of Singapore law which include corporate work (M&A, private equity), project finance, banking and finance, capital markets, energy, international arbitration, intellectual property, fund formation and restructuring.

Circumstances leading to DT 4 and DT 4A

The complaint

6. The Complainants made their complaint against the Respondent and Mr Pathak vide their letter dated 26 April 2018 to the Law Society of Singapore ("**the Law Society**").

7. The complaint stemmed from the circumstances leading to and following the Complainants' appointment as the joint and several judicial managers ("**JMs**") of Punj Lloyd Pte Ltd ("**PLPL**") and Sembawang Engineers and Constructors Pte Ltd ("**SEC**") (jointly, "**the Companies**") on 27 June 2016.

8. At all material times, Punj Lloyd Limited ("**PLL**"), a company listed in India, and whose chairman was one Mr Atul Punj ("**Mr Punj**"), was the parent company of PLPL, which in turn was the parent company of SEC.

9. Briefly, the Complainants' complaint was that they had agreed with PLL, through the Respondent and Mr Pathak of Gibson Dunn (who were acting for PLL), to be appointed the JMs for the Companies on condition that PLL would make a cash deposit of $2 million, either with nTan or Gibson Dunn, in escrow ("**the $2 million**"). The Complainants' judicial management fees, billed at an hourly rate, would be paid out of the said cash deposit. Gibson Dunn had received and held $500,000 as part of the said deposit for the JMs' fees.

10. The Complainants had (through a letter dated 22 September 2016 issued by the Complainants' then-solicitors, Tan Kok Quan Partnership ("**TKQP**")) requested for payment of the said $500,000 to the Complainants' account.

11. Contrary to the agreement, in response to the Complainants' said request, the Respondent had (by his email dated 22 September 2016) informed them that Gibson Dunn were not holding any fee deposit for the Complainants. Consequently, the sum of $500,000 was not paid out to the Complainants.

12. The complaint was referred to the two Review Committees (036A of 2018 for the Respondent and 036B of 2018 for Mr Pathak) (jointly, "**the RCs**").

13. The RCs summarised the complaint as follows:

a. that the Respondent and Mr Pathak had knowingly deceived the Complainants and/or knowingly aided and abetted their client (PLL), in deceiving the Complainants with regard to the terms of remuneration of their appointment ("**the First Complaint**"); and

b. that the Respondent and Mr Pathak had aided and abetted their client in not paying to the Complainants a substantial amount of monies that their client had placed with them for the express purpose of providing a deposit for the JMs' fees ("**the Second Complaint**").

14. The RCs dismissed both the First Complaint and the Second Complaint.

Chua J's decision in OS 1505

15. The Complainants, being dissatisfied with the RCs' decisions, filed an application vide HC/OS 1505/2018 for a review ("**OS 1505**"). OS 1505 was heard before the Honourable Justice Chua Lee Ming ("**Chua J**") on 27 March 2019.

16. On 1 April 2019, Chua J delivered his decision in respect of OS 1505 where he:

a. upheld the RCs' decision to dismiss the First Complaint; and

b. quashed the RCs' decision to dismiss the Second Complaint and directed the RCs to refer the Second Complaint to the Chairman of the Law Society's Inquiry Panel under Section 85(8)(b) of the LPA.

Inquiry Committees' decisions

17. Following Chua J's decision, on or about 6 May 2019, the Inquiry Panel of the Law Society constituted Inquiry Committees (020A/2019 for the Respondent and 020B/2019 for Mr Pathak) (jointly, "**the ICs**").

18. The ICs issued their initial reports on 1 November 2019 and further reports on 14 January 2020. The ICs were of the view that no formal investigation by DTs was required and recommended that the Second Complaint be dismissed under Section 86(7)(b)(v) of the LPA. The Law Society accepted the ICs' recommendations.

Thean J's decision in OS 263

19. On 3 March 2020, the Complainants filed an application vide HC/OS 263/2020 pursuant to Section 96(1) of the LPA to review the ICs' decisions ("**OS 263**"). OS 263 was heard before the Honourable Justice Valerie Thean ("**Thean J**").

20. Thean J granted the Complainants' application in OS 263 and ordered that the Law Society be directed to apply to the Honourable the Chief Justice for the appointment of DTs to investigate the alleged misconduct of the Respondent and Mr Pathak.

21. In directing the DTs to be appointed, Thean J stated,[1] *inter alia*, that:

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[1] Complainants' Bundle of Documents dated 23 October 2020 ("**CBOD**") at Tab 81.

"***Complaint to be investigated***

18 In directing DTs to be appointed, I make clear that aiding and abetting any wrongful action on the part of PLL is not the threshold question, as assumed by the ICs and as advanced by the Law Society. The threshold question is whether there was an oral agreement on the issue of the deposit as alleged by the Applicants. If there was such an oral agreement between PLL and the Applicants, the Solicitors [i.e. the Respondent and Mr Pathak] *should explain why they paid out the money to PLL despite the specific purpose. Any "aiding and abetting" of PLL follows from this context, and the emphasis in the complaint as formulated is on the Solicitors' failure to pay the funds. The second complaint is distinct from the first complaint that was dismissed by the RC and which dismissal was upheld by Chua J. The primary charge should be framed with this distinction in mind in order to avoid some confusion that was seen in the arguments before the ICs.*

19 An alternative charge may also be framed, arising out of the same complaint, such that in the event the DTs are of the view, after testing the evidence, that there was no such agreement, it may consider whether there was any ethical breach in the manner in which the Solicitors communicated with the Applicants up to 17 August. In the event that there was a misunderstanding on the part of the Applicants, that misunderstanding was clear from the correspondence emanating from them. No clarification was made by the Solicitors who, to the contrary, used language such as "trust deposit" or "trust fund"; in such a context the issue arises whether the confusing responses reveal any misconduct. This potential misconduct arises from the same complaint on an alternative finding as to the existence of the express oral agreement."

22. Following Thean J's decision, pursuant to Section 5(1) of the Supreme Court of Judicature Act (Cap. 322, 2007 Rev Ed), and in exercise of the powers vested in him by Section 90 of the LPA and all powers enabling him in this behalf, the Honourable Judge of Appeal Justice Andrew Phang Boon Leong appointed the DTs on 24 July 2020 in DT 4 and DT 4A.

These proceedings

23. In DT 4 and DT 4A, the Complainants were represented by Mr Tan Chuan Thye, *SC*, Mr Chew Xiang and Mr Shaun Ou of Rajah & Tann Singapore LLP. The Respondent and Mr Pathak were represented by Mr Thio Shen Yi, *SC*, Mr Kenneth Chua, Mr Md Noor E Adnaan and Ms Hannah Alysha Ashiq of TSMP Law Corporation.

The Charges

24. The Complainants had initially formulated four charges against the Respondent vide the Complainants' Statement of Case dated 29 June 2020, namely Charges 1, 1A, 2 and 2A. Similar charges were formulated against Mr Pathak in DT 4A.

25. In the course of these proceedings, the four charges were re-formulated. Eventually, there were a total of six charges against the Respondent, namely Charges 1, 1A, 2A, 2B, 2AA and 2BB ("**the Six Charges**"), as set out in the Complainants' Statement of Case (Amendment No. 2) dated 12 November 2020. The Six Charges are set out in **Annex A**. The charges against Mr Pathak were similarly re-formulated and also resulted in a total of six charges against him.

26. Briefly, in all the Six Charges, the Respondent was accused of having "*assisted or permitted PLL*" in a manner he considered dishonest or ought to have considered dishonest in the following circumstances:

a. knowing that PLL had agreed to deposit the $2 million towards the costs of managing the Companies whilst under judicial management and, having received two tranches of $250,000 as part of the deposit, assisted or permitted PLL in a manner which the Respondent considered dishonest or ought to have considered dishonest, to wit: in not paying each of the tranches to the JMs (i.e. the Complainants) when they made a written demand through their then-solicitors for the same. The Respondent was therefore guilty of:

(i) a breach of Rule 10(6)(b) of the Legal Profession (Professional Conduct) Rules 2015 (S706/2015) ("**the PCR**") as amounts to fraudulent or grossly improper conduct within the meaning of Section 83(2)(b) of the LPA as set out in Charge 1;

(ii) alternatively, such 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 LPA as set out in Charge 1A;

b. in the alternative, permitted or assisted PLL to mislead the JMs in a manner which the Respondent considered dishonest or ought to have considered dishonest, to wit: when knowing that the JMs believed that PLL had agreed prior to their appointment to deposit the $2 million, caused the JMs to continue to believe that PLL had agreed to deposit the $2 million towards the costs of managing the Companies whilst under judicial management by

sending emails on 7 and 14 July 2016 and 9, 11 and 17 August 2016 that confirmed that such deposit had been made in part. The Respondent was therefore guilty of:

(i) a breach of Rule 10(6)(b) of the PCR as amounts to fraudulent or grossly improper conduct within the meaning of Section 83(2)(b) of the LPA as set out in Charge 2A;

(ii) alternatively, such 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 LPA as set out in Charge 2AA;

c. in the alternative, assisted or permitted PPL to mislead the JMs in a manner he knew or ought to have known was dishonest, to wit: when knowing that the JMs believed that PLL had agreed prior to their appointment to deposit the $2 million, did not while acting for PLL clarify PLL's position that it had not agreed to so fund the judicial management. The Respondent was therefore guilty of:

(i) a breach of Rule 10(6)(b) of the PCR as amounts to fraudulent or grossly improper conduct within the meaning of Section 83(2)(b) of the LPA under Charge 2B;

(ii) alternatively, such 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 LPA under Charge 2BB.

Respondent's Defence

27. The Respondent denied that he was guilty of any of the Six Charges proffered against him (as set out in his Defence dated 28 September 2020). Briefly, the Respondent's case was that:

a. as a preliminary point, the DT had no jurisdiction to make a determination on any of the Six Charges against the Respondent;

b. the Respondent maintained that there was no agreement made by PLL to provide the deposit of $2 million as alleged. Even if there was such an agreement to provide the deposit, the Respondent was not aware of that;

c. the Respondent contended that the Complainants' fee arrangement with PLL ("**the Fee Arrangement**") was one holistic arrangement, and that any deposit to be provided would be part of that Fee Arrangement;

d. accordingly, as there was no concluded agreement between PLL and the Complainants on the Fee Arrangement, there was no agreement for the deposit of $2 million. The Respondent contended that there was no separate and distinct agreement for the deposit of $2 million, either in principle or in

quantum, and any deposit would be part and a function of the Fee Arrangement;

e. Gibson Dunn did not hold any monies for the Complainants; and

f. furthermore, the Respondent had a very limited role in the matter in question and acted on the express instructions of Mr Pathak in sending out the three emails of 2, 5 and 22 September 2016.

Documents submitted for the hearing

28. The documents submitted by the parties are listed in **Annex B**.

Joint hearing

29. As agreed by the parties, the proceedings against the Respondent and Mr Pathak were heard jointly before the DTs. The hearing took place over seven days, from 9 to 13 November 2020, and on 16 and 17 November 2020.

Documents produced by Gibson Dunn pursuant to the Complainants' subpoena

30. On the first day of the hearing on 9 November 2020, the DTs were informed that the Complainants, through their solicitors, had issued a subpoena to produce documents dated 21 October 2020 against Gibson Dunn to produce various documents listed therein.

31. Mr Cavinder Bull, *SC* and Ms Kong Man Er of Drew & Napier LLC, who were present before the DTs on that day, informed the DTs that they were retained by Gibson Dunn to deal with the said subpoena.

32. Mr Bull, *SC* informed the DTs that, pursuant to the said subpoena, Gibson Dunn had prepared a file containing the requested documents (save for those documents which were privileged). The file was handed out to the DTs only and was marked "SB" (Subpoenaed Bundle). In the course of the proceedings, a copy of the SB was handed to the parties' respective solicitors.

33. The DTs were also informed by the Complainants' solicitors that they had issued a subpoena against one Mr Rajaram Muralli Raja ("**Mr Muralli**") to testify. At all material times, Mr Muralli was the solicitor representing the State Bank of India (one of SEC's secured creditors).

34. The Complainants applied for leave for Mr Muralli to give his evidence orally, in particular, in relation to the representations made by PLL to the secured lenders or to Mr Muralli that PLL would fund the judicial management costs of PLPL or SEC.

35. Mr Tan Chuan Thye, *SC*, Counsel for the Complainants, explained that they had encountered difficulties in obtaining an affidavit from Mr Muralli, which led to the issuance of the subpoena. The Respondent's Counsel, Mr Thio Shen Yi, *SC*, objected to the calling of Mr Muralli.

36. After hearing the parties' arguments, the DTs allowed the Complainants' application, as Mr Muralli would be able to assist the DTs with his evidence on the issue of PLL's representation, if any, made to the secured creditors that it would fund the JMs' costs.

37. During the joint hearing, the DTs heard the evidence of Mr Muralli, Mr Tan, Mr Pathak, and the Respondent. Thereafter, the parties submitted their respective submissions and replies on dates as listed in **Annex B**.

38. On 22 December 2020, the DTs held a clarification hearing, during which each party was given the opportunity to clarify their respective submissions and replies.

DT's findings on the preliminary issues raised by the Respondent

Whether the DT had jurisdiction to deal with the Six Charges

39. The Respondent contended that the DT had no jurisdiction to make a determination on any of the Six Charges in the Statement of Case against him. In summary, the Respondent asserted that:

    a. Charges 1 and 1A fell outside the scope of the DT's jurisdiction because those charges revisited the issue of whether the Respondent and/or Mr Pathak had aided and abetted PLL to commit a dishonest act; and

b. Charges 2A, 2AA, 2B and 2BB fell outside the scope of the DT's jurisdiction because they revisited the issue of whether the Respondent and/or Mr Pathak had aided or abetted PLL to deceive the Complainants as to the terms of the Complainants' remuneration.

40. The Respondent's case was that the issue of his dishonesty or deceit had been dealt with in the First Complaint, which was dismissed by the RCs, and which dismissal was affirmed by Chua J in OS 1505. Consequently, the Complainants should not be allowed to revisit the issue of his dishonesty or deceit in the Six Charges proffered against him.

41. The Complainants submitted that:

a. Charges 1 and 1A did not allege any dishonesty or deceit in relation to deceiving the Complainants as to the terms of their remuneration, but rather targeted the two Respondents' ethical culpability in failing to pay over the funds received towards the deposit, even though they knew that an agreement had been reached on the deposit; and

b. Charges 2A, 2AA, 2B and 2BB likewise did not allege dishonesty or dishonourable conduct in relation to the two Respondents' conduct in sending misleading communications on the terms of Complainants' renumeration but on the deposit, or alternatively, their failures to clarify

PLL's position that no agreement had been reached on the deposit, which again had nothing to do with the terms of the Complainants' remuneration.

DT's findings

42. The DT accepted the Respondent's contention that, as the First Complaint was dismissed by the RCs (which dismissal was not quashed by Chua J in OS 1505), the DT would have no jurisdiction to deal with any of the Six Charges should they seek to revisit the issues dealt with in the First Complaint.

43. However, the DT disagreed with the Respondent's contention that the Six Charges sought to revisit the issues in the First Complaint because:

a. the subject matter of the First Complaint (which dealt with the Complainants' terms of renumeration) was separate from the subject matter in the Second Complaint (which dealt with the deposit of the $2 million);

b. the Six Charges in these proceedings did not deal with the Complainants' terms of remuneration, but with the deposit of $2 million;

c. as pointed out by Thean J in her Judgment at [13], "*It is clear that the $2 million deposit was distinct from the issue of the quantum of renumeration or fees*";

d. the Six Charges as drafted were within the scope and ambit of the Second Complaint, as outlined by Thean J in [18]-[19] of her Judgment and reproduced in paragraph 21 above; and

e. contrary to the Respondent's contention, Charges 2A, 2AA, 2B and 2BB did not deal with the Respondent's deceit as to the Complainants' terms of remuneration, but with the $2 million deposit only.

44. By reason of the above, the DT dismissed the Respondent's preliminary objection and found that the DT had the jurisdiction to deal with the Six Charges.

Whether Rule 10(6)(b) of the PCR was applicable

45. The Complainants had framed Charges 1, 2A and 2B as breaches of Rule 10(6)(b) of the PCR ("**Rule 10(6)(b)**"). Rule 10(6) provides as follows:

> "*(6) A legal practitioner must not knowingly assist or permit his or her client —*
> *(a) to mislead a court or tribunal; or*
> *(b) to do any other thing which the legal practitioner considers to be dishonest.*"

46. The Respondent contended that Rule 10(6)(b) governs a legal practitioner's obligations in relation to his client's conduct in Court / Tribunal proceedings and was inapplicable in the present scenario where the two Respondents were not representing PLL in Court at any point.

47. The Complainants disagreed. Their case was that Rule 10(6)(b) is applicable to a situation outside of Court proceedings, where a legal practitioner is acting on behalf of the client in doing "*any other thing*". They cited the case of *The Law Society of Singapore v Ravi s/o Madasamy* [2020] SGDT 8 ("**Ravi's case**"),[2] wherein the DT had the opportunity to consider the similar issue of whether Rules 9 and 13 of the PCR were confined to regulating conduct during the course of Court proceedings. The respondent in that case argued that since the case against him involved allegedly offensive publications outside of Court, Rules 9 and 13 were inapplicable. The DT had rejected that argument. Further, the DT had concluded that the rules in Division 1 of Part 3 of the PCR "*impose crucial obligations on* all *lawyers*".

DT's findings

48. Rule 10(6) is found within Part 3 Division 1 of the PCR. Rules 9 to 15 are to be found within Part 3 Division 1 of the PCR.

49. Part 3 is titled "*Rules Applicable to Practice of Singapore Law and Practice in Singapore Courts*".

50. Division 1 is titled "*Role in administration of justice*".

51. Rule 10 is titled "*Responsibility for client's conduct*".

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[2] 2nd Supplementary Bundle of Authorities for the Respondents dated 8 December 2020 at Tab 9.

52. An examination of the other rules within Part 3 Division 1 as well as the other sub-rules of Rule 10 is supportive of the Respondent's position that Rule 10(6) is confined to situations involving Court proceedings as the context in which they are meant to operate within.

53. Rule 10(6) consists of two limbs, as set out in paragraph 45 above. The first is an injunction against misleading a Court or Tribunal. The second is to do anything which a legal practitioner considers to be dishonest.

54. The first limb is consistent with the Respondent's position, as it is an injunction against misleading a Court or a Tribunal.

55. The second limb, however, contains language that is not so circumscribed.

56. However, its location with Part 3 Division 1, together with the factors highlighted above, point to its application as being intended to be similarly circumscribed.

57. Such a conclusion admittedly would be a departure from a previous decision of a Disciplinary Tribunal in Ravi's case highlighted above.

58. However, the DT noted that in the report in Ravi's case, no authority or precedent was placed before the Tribunal in that case on this specific issue, and it came to

the conclusion it did on the basis that the Rules contained in Part 3 Division 1 would otherwise not apply to lawyers that are not involved in Court proceedings.

59. The Respondent had put one such authority before the DT. The Respondent found support for their proposition in "*Legal Profession (Professional Conduct Rules) 2015, A Commentary*",[3] where Professor Jeffrey Pinsler, *SC* observes at [10.003] that:

> "*As Rule 10 concerns the lawyer's ethical responsibilities in the context of the administration of justice (the rule is within Division 1 of Part 3 of the PCR, which is entitled "Role in the administration of justice")…* ***it does not appear to apply to general practice not involving court proceedings****…Therefore, to the extent that rule 10 does not apply to the lawyer's ethical responsibilities beyond the sphere of court proceedings, disciplinary proceedings would have to be brought pursuant to the relevant provisions of the LPA (in particular sections 83(2)(b) and 83(2)(h)).*" (emphasis added)

60. Moreover, Rule 3(2) of the PCR is also supportive of the Respondent's position. This reads as follows:

> "***Application of Parts 2 to 5***
> *…*
> *(2) Division 1 of Part 3, insofar as it relates to any relevant proceedings or relevant appeal, applies to the following legal practitioners:*
> *(a) every solicitor who has in force a practising certificate;*
> *(b) every person admitted under section 15 of the Act;*
> *(c)* ***every regulated foreign lawyer who is registered under section 36P of the Act****.*" (emphasis added)

[3] Bundle of Authorities for the Respondents in DT 4A & DT 4 dated 23 October 2020 at Tab 21.

61. It lists three categories of legal practitioners to which Division 1 of Part 3 applies. It is noteworthy that all three of these categories involve practitioners who have the ability to act in Court proceedings. Other categories of practitioners registered under Section 36 of the LPA who do not have the ability to act in Court proceedings are excluded from its purview.

62. In the DT's view, this is at the very least strongly indicative of the intention that Division 1 of Part 3 is intended to be limited in application in the manner that the Respondent had contended.

63. It is true that there are detailed rules set out in Part 3 Division 1 that would not apply to situations not involving Court proceedings if the Respondents were correct in their contention, but Part 2 of the Rules as well as the LPA itself contain provisions of more general application that would operate to govern such situations.

64. For the reasons given above, the DT found that Rule 10(6)(b) was not applicable to the situation here, as it did not involve the Respondent's representation of PLL in the context of any Court or Tribunal proceedings. As such, Charges 1, 2A and 2B, which involved complaints of a breach of Rule 10(6)(b) by the Respondent, could not be maintained against him. The DT therefore dismissed Charges 1, 2A and 2B.

65. The remaining charges to be considered by the DT against the Respondent were Charges 1A, 2AA and 2BB.

Charge 1A

66. Charge 1A read as follows:

> "*You, Lee Teck Leng Robson, an Advocate and Solicitor of the Supreme Court of Singapore, are charged that in the period between June 2016 and September 2016 (both months inclusive), while you and Jai Swarup Pathak were acting for Punj Lloyd Limited ("**PLL**"), knowing that PLL had agreed to deposit S$2 million towards the costs of managing Punj Lloyd Pte Ltd and Sembawang Engineers and Constructors Pte Ltd (the "**Companies**") whilst under judicial management, and having received two tranches of S$250,000 on or between 17 August 2016 and 8 September 2016 as part of that deposit, ~~then acted towards the Judicial Managers in a way that was contrary to your position as a member of an honourable profession in not paying to the Judicial Managers the sums so received as deposits towards the costs of managing the Companies whilst under judicial management;~~ assisted or permitted PLL, in a manner you considered dishonest or ought to have considered dishonest, to wit: in not paying each of the tranches to the Judicial Managers when the Judicial Managers made a written demand for them through solicitors on 2 September 2016 for S$250,000, and again on 22 September 2016 for S$500,000 after you indicated that you had ceased to act for PLL in its dealings with the Judicial Managers; and are therefore guilty of such 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 (Cap. 161.).*"

67. It was common ground between the parties that, for Charge 1A to be made out against the Respondent, the Complainants must prove beyond reasonable doubts all the allegations set out in the said Charge.

68. The Respondent did not dispute that:

a. he is an Advocate and Solicitor of the Supreme Court of Singapore (ASOF at [3]);

b. the conduct complained of took place between June and September 2016 (inclusive) (ASOF at [4]-[52]);

c. he and (and Mr Pathak) were during that period acting for PLL (Respondent's AEIC at [9]);

d. he did not pay each of the tranches of S$250,000 to the Complainants as the JMs when they demanded for them through their then-solicitors' letters on 2 September 2016 and 22 September 2016 (ASOF at [59]); and

e. on 2 September 2016, the Respondent had already indicated that he had ceased to act for PLL in its dealings with the JMs on the deposit (ASOF at [42]).

69. The Respondent however denied and disputed the rest of the allegations in Charge 1A for the reasons given in his Defence (as dealt with in paragraph 27 above).

70. By reason of the Respondent's disputes, the four issues raised for the DT's consideration were:

a. whether there was a deposit agreement made between the Complainants and PLL (through the two Respondents who were representing PLL) that PLL would provide the deposit of $2 million towards the costs of managing the Companies under judicial management ("**the Deposit Agreement**");

b. if so, whether the Respondent knew of the Deposit Agreement;

c. whether the Respondent had received either or both tranches of $250,000 from PLL between 17 August and 8 September 2016 as part of the Deposit Agreement; and

d. whether the Respondent had assisted or permitted PLL in a manner which the Respondent considered dishonest or ought to have considered dishonest in not paying the two tranches to the Complainants when they had demanded for payment of the same through their then-solicitors' letters.

Complainants' case and evidence

71. The Complainants were approached by the two Respondents (acting on behalf of PLL) to consider being appointed the JMs of the Companies. The Companies had filed their applications to be placed under judicial management ("**the JM Applications**") and the then-proposed two judicial managers were from RSM Corporate Advisory Pte Ltd ("**RSM**"). The JM Applications were due to be heard on 27 June 2016, and PLL had wanted to appoint the Complainants as the JMs in place of RSM.

72. The Complainants stated that they were prepared to be appointed JMs provided PLL agreed to provide a cash deposit of $2 million towards the costs of the Companies whilst under judicial management. The $2 million was to be placed either with them or with Gibson Dunn in escrow.

73. During their meeting on 16 June 2016 with the two Respondents (acting for PLL), the Complainants informed them of their requirement for the said $2 million deposit to be provided by PLL. The two Respondents were to revert with PLL's instructions. Thereafter, on 16 June 2016, the Complainants received the Consent to Act as JMs from Mr Karthik Thiagarajan of Gibson Dunn ("**the Consents**"). The Complainants executed and returned the Consents to the Respondent under cover of their email of 17 June 2016 which made it clear that the Consents were forwarded "*[o]n the basis that an agreement can be reached on the terms of [the Complainants'] appointment*".[4] (emphasis added)

74. Between 17 and 24 June 2016, the Complainants had various discussions and exchange of emails with the two Respondents (representing PLL), during which the two Respondents had led the Complainants to believe that PLL had agreed to provide the $2 million deposit. On that basis, the Complainants had allowed for the Consents to be "used" at the hearing of the JM Applications on 27 June 2016, and for the Court to confirm their appointments as JMs.

[4] CBOD at Tab 3.

75. By reason of the above, the Complainants' case was that there was an agreement made between them and PLL (as represented by the two Respondents) that PLL would provide the $2 million towards the costs of the Companies under judicial management (i.e. the Deposit Agreement). The Deposit Agreement was concluded by conduct on 27 June 2016 during the hearing of the JM Applications, when the Companies proceeded to "use" the Consents (procured through PLL) and secured the Complainants' appointments as JMs.

76. The Complainants submitted, *inter alia*, that:

a. the evidence (either through discussions or contemporaneous emails) showed clearly that PLL (as represented by the two Respondents) had agreed to pay the $2 million but had subsequently sought to adjust the timing for the payments and the amounts to be paid. The Complainants had agreed to consider for the $2 million to be paid in two tranches of $1 million each. On 14 July 2016, the Respondent informed the Complainants by email that PLL would be placing $500,000 with Gibson Dunn towards payment of the JMs' fees but made no mention of the remaining $1,500,000 to be paid;[5]

[5] CBOD at Tab 14.

b. pursuant to the Deposit Agreement, PLL had paid to Gibson Dunn two tranches of $250,000 each between 17 August 2016 and 8 September 2016 meant for the JMs' fees pursuant to the Deposit Agreement;

c. Mr Pathak had in his various emails to the Complainants confirmed that PLL was in the process of transmitting the two tranches of $250,000 each. By his email dated 17 August 2016, Mr Pathak had informed the Complainants that, "*The funds* [i.e. first tranche of $250,000] *were received and have been placed in our trust fund for the JM fees. We are now waiting for the next tranche of SGD 250k.*";[6]

d. on 8 September 2016, during a meeting between Ms Lim and PLL's Mr Hardik Hundia, Ms Lim was informed that the second tranche of S$250,000 had been placed with Gibson Dunn "*as deposit for [the JMs'] remuneration*" as recorded in Ms Lim's email of the same date;[7]

e. the Respondent knew of the Deposit Agreement and the arrangements for the payment of the two tranches, as he had represented PLL throughout the discussions and exchanges of emails, and had received the $500,000 for the JMs' fees; and

[6] CBOD at Tab 24.
[7] CBOD at Tab 42.

f. consequently, the Respondent was guilty of misconduct as charged, as he had assisted or permitted PLL in a manner which the Respondent considered dishonest or ought to have considered to be dishonest in not paying to the Complainants the first tranche of $250,000 or the two tranches totalling $500,000, when the Complainants demanded for payment of the same through TKQP's letters dated 2 and 22 September 2016 respectively.

77. Mr Tan gave evidence on behalf of the Complainants in support of their case.

Respondent's case and evidence

78. The Respondent's case and his evidence in support were that:

a. there was no Deposit Agreement. His understanding was that the $2 million was not intended to be a separate arrangement, but was part of the overall fee arrangement for the Complainants' fees (i.e. the Fee Arrangement);

b. it was not disputed by the Complainants that there was no concluded agreement on the Fee Arrangement;

c. consequently, in the absence of any concluded Fee Arrangement, neither the Respondent nor Gibson Dunn were obliged to pay the sum of $500,000 (which the Respondent said Gibson Dunn had received from PLL on a goodwill basis only, pending the conclusion of the parties' agreement on the

Fee Arrangement), which sum was to be paid out only in the event of a concluded Fee Arrangement, and upon PLL's instructions;

d. meanwhile, the $500,000 received was still PLL's (i.e. client's) money and the use of that money was subject to PLL's instructions and authorisation;

e. the Respondent did not receive any instructions or authority from PLL to pay out the $500,000 for the JMs' fees;

f. the Respondent had sent out emails to the Complainant's solicitors only on express instructions of Mr Pathak and the contents of the emails had been narrated to him;

g. Mr Pathak was the partner in charge and all communications with the client were through him, and the Respondent generally had no direct contact with the client on this matter; and

h. the Respondent had been under great personal stress at the material time and had not paid attention to these matters in any event.

DT's findings on the four disputed issues raised in Charge 1A

Issue I: The Deposit Agreement

79. The DT accepted the Complainants' case and found that there was a Deposit Agreement made between PLL and the Complainants, under which PLL was

required to pay the deposit of $2 million towards the costs of the Companies under judicial management, which costs would include the JMs' fees.

80. In arriving at the above finding, for the reasons given below, the DT found that:

a. the Complainants' case on the Deposit Agreement was well-supported by the evidence adduced, in particular, the contemporaneous emails exchanged between the parties, and the subpoenaed documents produced by Gibson Dunn; and

b. the Respondent's case to the contrary was not borne out by the evidence adduced. In some instances, the Respondent's case and evidence were contradicted by his own conduct and emails as well that of Mr Pathak. Some of the Respondent's and Mr Pathak's emails even supported the Complainants' case on the evidence of the Deposit Agreement.

"Change the narrative"

81. Mr Tan's evidence was that the Complainants were only prepared to be appointed the JMs on condition that PLL would provide the $2 million. He had informed the two Respondents of the same and that the $2 million was necessary to "*change the narrative*" against the following background:

a. the Companies had bad reputations and relationships with a significant number of their creditors, such as LTA, PUB, HDB and the Ministry of Home Affairs, from the projects undertaken with these creditors;

b. the Companies had, prior to filing their JM Applications in February 2016, failed to get their creditors' support for their proposed scheme of arrangement; and

c. the $2 million was required for Mr Tan to "*change the narrative*" so that he could inform the creditors of PLL's contribution (which was voluntary) to get their support for the schemes proposed under the judicial management.

82. Mr Tan's above evidence was supported by the following:

a. it was Mr Pathak's evidence that the phrase "*change of narrative*" was coined and first used by Mr Tan.[8] The said "*change*" could only be effected if there was third party funding (such as PLL, who was under no obligation to provide the requisite funding) towards the judicial management costs of the Companies. That was because, in the usual course of a company under judicial management, its judicial management costs would be borne by that company. As such, there would be no "*change [in] the narrative*" if the Companies were to bear the entire judicial management costs.

[8] Notes of Evidence ("**NE**") 13/11/20, p. 154, lines 18-22.

Consequently, Mr Tan would not be able to "*change the narrative*" if the JMs' costs were to be paid only by the Companies and not by PLL (up to $2 million); and

b. Mr Pathak had by his email of 27 July 2016 confirmed that "*Atul Punj is mindful of the necessity of the deposit of the JM fees in order to enable and assist Nicky Tan to change the narrative with respect to PLPL and SEC with the relevant authorities and interested third parties*".[9]

17 June 2016 email

83. Mr Tan's evidence was further supported by the Complainants' email of 17 June 2016,[10] which was written as a follow up to the discussions during the 16 June 2016 meeting. The email stated, *inter alia*:

> "*We refer to our meeting yesterday.*
> ...
> *On the basis that an agreement can be reached on the terms of our appointment, we enclose herewith our Consent to Act as Judicial Managers for your attention.*" (emphasis added)

84. The words underlined confirmed the Complainants' case that they were agreeable to be appointed the JMs provided their terms of appointment which were discussed on 16 June 2016 could be agreed.

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[9] CBOD at Tab 18.
[10] CBOD at Tab 3.

23 June 2016 email

85. By their email dated 23 June 2016,[11] the Complainants confirmed the items of the fee arrangements that were discussed, one of which was that PLL was required to provide the $2 million deposit. The email stated:

> "*Dear Jai,*
>
> ...
>
> *Can you please advise us on the status of our fee arrangement with your clients? We would like to have it in place prior to us starting work.*
>
> *For the avoidance of doubt, the fee arrangements as discussed with you and Robson last Friday are as follows:*
>
> *(a) Please refer to the cost estimates for a six-month period as set out in our emails of 17 June 2016. As mentioned, the cost estimates were prepared without the benefit of reviewing the relevant books and records and assumed full and timely cooperation from the management of the 2 companies.*
>
> *(b) A cash deposit of S$2 million to be placed by your clients, either to be held in escrow with us or with your firm. Our monthly invoices in respect of time costs incurred shall be paid out of the deposit.*
>
> *(c) We will take our chances with the balance of our fees and are prepared to consider, solely at our discretion, taking equity in respect of the balance fees on terms to be agreed.*
>
> *We look forward to hearing from you as soon as possible.*" (emphases added)

86. The underlined statements confirmed Mr Tan's evidence that:

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[11] CBOD at Tab 5.

a. he required PLL to revert on the fee arrangement that was discussed and which he would like to put in place before starting work as the JMs; and

b. the fee arrangement discussed were: **(i)** the Complainants' costs estimates for a six-month period; **(ii)** the $2 million deposit to be placed by PLL either with the Complainants or with Gibson Dunn in escrow, which deposit would be used towards payment of the JMs' fees; and **(iii)** should the $2 million be insufficient to cover the Complainants' costs, they were prepared, at their discretion, to take payment of the balance of their fees in the form of equity on terms to be agreed.

87. Mr Tan's further evidence was that, following the 23 June 2016 email, the Complainants were informed by the two Respondents that PLL had agreed to provide the $2 million, but had requested that the same be paid in two tranches of $1 million, which was agreed by the Complainants. Mr Tan's further evidence was corroborated by the following:

a. Mr Pathak's evidence that, upon receipt of the Complainants' 23 June 2016 email, by his email of that same day, Mr Pathak informed the Complainants that he was in New Delhi and would revert;[12]

[12] CBOD at Tab 6.

b. Mr Pathak's further evidence was that he took instructions and learnt that PLL could not put the $2 million in all at once and wanted to know if they could do so in two tranches of $1 million each. However, as he was busy and unable to communicate the same to Ms Lim directly, he had asked the Respondent as his fellow partner to do so;[13]

c. Mr Tan's evidence was that on the evening of 23 June 2016, the Respondent had called Ms Lim to inform her that PLL could not afford to pay the $2 million at one go, and instead requested to pay in two tranches of $1 million each. On 24 June 2016, Mr Tan had a discussion with Ms Lim and agreed to accommodate PLL's request, with the first $1 million to be paid as soon as possible and preferably before the hearing on 27 June 2016 and the next $1 million within one month from 27 June 2016;[14]

d. Ms Lim then confirmed the above arrangements by her email on 24 June 2016 to the Respondent, and in which she stated the following:[15]

> "*Dear Robson,*
>
> *We refer to our telephone conversations with you last night and today concerning the fee arrangements.*
>
> *As discussed, we would be grateful if you can get your clients to put us in funds for S$2 million.*

[13] NE 13/11/20, p. 127, line 22 to p. 128, line 20.
[14] NE 12/11/20, p. 144, line 19 to p. 145, line 11.
[15] CBOD at Tab 7.

> *We understand that your clients require some time to raise the full quantum of S$2 million. In this respect, we are prepared to consider that your clients place a deposit for S$1 million as soon as possible prior to the start of our appointment and for the remaining deposit of S$1 million to be placed within a month after the start of our appointment*....”; and

e. the Respondent denied having the conversation with Ms Lim[16] but that was against the weight of Mr Pathak’s evidence, Mr Tan’s evidence and the email evidence, and is dealt with more specifically below.

88. On the basis that PLL had agreed to provide the $2 million deposit but in two tranches of $1 million each, the Complainants were prepared to be appointed the JMs, as set out in the Consents. At the hearing on 27 June 2016, as the Consents were “used” and they were appointed as the JMs, the Complainants regarded that as further confirmation of PLL’s acceptance of the Complainants’ condition that PLL would provide the $2 million.

Rejection of the Respondent’s contradictory evidence

89. The Respondent denied that he had spoken to Ms Lim in terms of what was stated in 24 June 2016 email. His evidence was that he only spoke to Ms Lim to inform her that the Respondent “*would come back to her*”.[17]

90. However, contrary to the Respondent’s evidence, Mr Pathak’s evidence was that he had conveyed to the Respondent that PLL could not provide the $2 million at

[16] NE 16/11/20, p. 141, line 11 to p. 142, line 10.
[17] NE 16/11/20, p. 157, lines 7-20.

one go, but in two tranches of $1 million each (as encapsulated in the 24 June 2016 email), and for the Respondent to convey the same.

91. Mr Pathak's evidence was that:[18]

> "*A. Then Robson and I must have had a discussion. I was running around in Delhi. I didn't speak to Ms Lim, he did and spoke to her twice and it's quite possible after the evening conversation on the 23rd, I say evening because it must have been whatever it was in Delhi and, you know, two and a half hours later in Singapore, so he must have had -- it says actually "last night", okay, so that's clear. The next day, it's quite possible I spoke to Robson after that conversation saying, hey, listen, this is not something that PLL is going to agree to. I was in Delhi I can check up with Atul Punj, are you agreeable to, essentially, what is said on the June 23 email.*
>
> *Q. Right.*
>
> *A. And he may well have said to me, otherwise I wouldn't have passed it to Robson, "Hey, guys I can't raise 2 million like that", so we need to, whatever, divide it up. And then having spoken to Robson, he would have spoken to her on the following day.*
>
> *Q. Okay. All right.*
>
> *A. I think that's what's encapsulated there, I mean in the 24 June email.*"

92. Mr Pathak's above evidence corroborated Mr Tan's evidence. Consequently, the DT rejected the Respondent's evidence and accepted Mr Tan's evidence on the events which occurred as encapsulated in the 24 June 2016 email leading to the Deposit Agreement.

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[18] NE 13/11/20, p. 127, line 22 to p. 128, line 20.

93. On the afternoon of 27 June 2016, the Complainants had a meeting with Mr Punj, at which the two Respondents were also present. Mr Tan's evidence was that, during this meeting, Mr Punj reiterated that PLL would provide the $2 million deposit but requested for some flexibility in paying the same in smaller tranches.[19]

94. The DT accepted Mr Tan's evidence in this regard which was confirmed in the Complainants' follow up email of 30 June 2016 as follows:[20]

> "*Dear Jai and Robson,*
>
> *We refer to the meeting with Mr Punj and yourselves on Monday afternoon.*
>
> *Could you please confirm if your clients have provided the deposit to your firm? Please also advise us as soon as possible on the fee arrangements that were discussed during the meeting as we are required to inform and seek the approval of the Singapore Court in respect of the Judicial Managers' remuneration.*" (emphasis added)

Chasers for payment of $2 million

95. The DT's finding that there was a Deposit Agreement made was reinforced by various emails including those exchanged between the Complainants and the two Respondents when the Complainants enquired several times as to whether the deposit had been placed with Gibson Dunn, to which the Respondent replied by providing the Complainants with the progress of PLL remitting the deposit in two tranches of $250,000 to Gibson Dunn and its receipt of the said sums.

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[19] NE 11/11/20, p. 155, line 11 to p. 156, line 3.
[20] CBOD at Tab 9.

96. Those emails (with emphases added) were:

a. Ms Lim's 30 June 2016 email as dealt with in paragraph 94 above, enquiring whether PLL had "*provided the deposit to [Gibson Dunn]*";[21]

b. Ms Lim's 7 July 2016 email:[22]

> "*Dear Jai and Robson,*
>
> *Further to our call on Tuesday, could you please update us on your discussions with your clients on the status of the deposit and the fee arrangements?*"

c. Mr Pathak's 7 July 2016 email:[23]

> "*Dear Nicky/Siew Soo:*
> *...*
>
> *As to the JM fee deposit with us at Gibson Dunn, I understand that Mr Punj (Chairman of PLL) is only back in his office next Monday when he will render the appropriate authorization for this. ...*";

d. Ms Lim's 13 July 2016 email:[24]

> "*Dear Jai*
>
> *Any update on the fee arrangements and deposit? We have not heard anything so far since your last email.*";

[21] CBOD at Tab 9.
[22] CBOD at Tab 11.
[23] CBOD at Tab 12.
[24] CBOD at Tab 13.

e. Mr Pathak's 14 July 2016 email:[25]

> "*Further to my discussions with Nicky earlier today, this is to confirm that the Punj Lloyd Group will be placing SGD 500k with us towards payment of the JM fees. The initial SGD 250k will be placed during the course of the month, with another 250k to follow in August.*";

f. Mr Pathak's 27 July 2016 email:[26]

> "*With respect to the issue of the trust deposit of the SGD Two Million with us, I confirm that the initial SGD 250k has been invoiced by us to PLL and we expect to receive these funds this month. Equally, we expect to receive an additional SGD 250k in August, which will add up to an aggregate amount of SGD 500k in trust deposit with us. Based on the above-referenced discussions between Atul Punj and Nicky Tan, I also confirm that Atul Punj is mindful of the necessity of the deposit of the JM fees in order to enable and assist Nicky Tan to change the narrative with respect to PLPL and SEC with the relevant authorities and interested third parties.*";

g. it was not disputed by the Complainants that, eventually, they did not conclude any agreement with PLL on the Fee Arrangement as the Complainants did not agree with Mr Pathak's email of 27 July 2016 setting out their terms, for the reasons given in their email of 5 August 2016 in response;[27]

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[25] CBOD at Tab 14.
[26] CBOD at Tab 18.
[27] CBOD at Tab 19.

h. on 30 July 2016, there was an exchange of email correspondence between Mr Hardik and Mr Punj as follows:[28]

(i) Mr Hardik had written to Mr Punj, stating, "*Get a feeling that we are being forced into committing this 2 Mn with no reciprocity from JM's end. Not sure what exactly will be achieved at the end of this 2 Mn payout.*";

(ii) Mr Punj had replied that "*Yes but our not depositing the funds is exaggerating the situation*";

(iii) Mr Hardik then followed up that "*The 250k is under transfer and will be with them by Monday/Tuesday*".

Mr Punj had forwarded the above email exchange to Mr Pathak on 1 August 2016;

i. Mr Pathak's 11 August 2016 email:[29]

"*Dear Nicky/Siew Soo:*

The funds have been transmitted by the client. I am awaiting their receipt. The next SGD 250k is also due for payment. ...";

[28] SB at Tab 5.
[29] CBOD at Tab 23.

j. Mr Pathak's 17 August 2016 email:[30]

> "*Dear Nicky/Siew Soo:*
>
> *The funds were received and have been placed in our trust fund for the JM fees. We are now waiting for the next tranche of SGD 250k. ...*";

k. on 17 August 2016, after the first tranche of $250,000 was received, Mr Pathak had by his email of the same date instructed his Accounting and Finance Manager, one Ms Joanne Lum ("**Ms Lum**"), to "*keep this in trust for the moment for the JM fees*";[31]

l. by his email of 20 August 2016, Mr Pathak further informed Ms Lum that the $250,000 "*cannot be applied to an outstanding bill yet until I've had discussions with Chuck Woodhouse. Hold it in a client account but not apply it yet. The client is paying us separately for our bills.*" In response to this, Ms Lum had requested for "*Mr. Woodhouse's approval to transfer this to client account for JM fees payment*". According to Mr Pathak evidence, Mr Woodhouse was Gibson Dunn's Chief Financial Officer based in Los Angeles;[32] and

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[30] CBOD at Tab 24.
[31] SB at Tab 11.
[32] SB at Tab 13; NE 13/11/20, p. 51, lines 14-15.

m. by his email of 1 September 2016, Mr Pathak instructed Ms Lum to "*Please bill S.$250k to PLL at their Abu Dhabi address given below. This is also for the JM fees.*"[33] Thereafter, there was an invoice dated 1 September 2016 from Gibson Dunn to PLL for $250,000 for "*Judicial Management services rendered*".[34]

97. The above emails showed clearly the existence of the Deposit Agreement as parties had proceeded on the basis that:

a. PLL accepted it was being asked to commit to a $2 million deposit, which was disbursed by making initial payments in two tranches of $250,000 for the JMs' fees;

b. had there been no Deposit Agreement, there would have been no purpose to Mr Pathak writing to the Complainants at various intervals to update the Complainants on the progress of payment of funds from PLL; and

c. Gibson Dunn had received two tranches of $250,000 which Mr Pathak expressly instructed his firm's Accounting and Finance Manager to hold in the firm's client account in trust for the JMs' fees.

[33] SB at Tab 15.
[34] SB at Tab 17.

98. There was no response from either of the Respondents or PLL to any of the Complainants' above emails, to deny that PLL was obliged to pay the two tranches. Instead, Mr Pathak had kept the Complainants informed as to the progress of payment of the two tranches of $250,000 each by PLL and his receipt of the same.

99. Mr Pathak had also received Ms Lim's email of 1 September 2016 which stated:[35]

> "*Dear Jai*
>
> *We understand from your email of 17 August 2016 and our meetings at your office on 19 August 2016 and 23 August 2016 that PLL was in the process of remitting the second tranche of S$250,000 in deposit (expect within August 2016) to your firm. Kindly confirm by today if your firm has received this S$250,000 deposit for August 2016.*" (emphases added)

100. It was only thereafter that the Respondents and/or PLL sought to deny PLL's liability to pay the deposit or the two tranches of $250,000 each (jointly, "**the $500,000**") and/or that Gibson Dunn were holding any fee deposit for the Complainants:

a. the Complainants, through TKQP's letter dated 2 September 2016, had requested for payment of the first tranche of $250,000;[36]

b. the Respondent sent an email dated 5 September 2016 to say that:[37]

[35] CBOD at Tab 28.
[36] CBOD at Tab 29.

> "*...we no longer represent Punj Lloyd Limited ("PLL") in respect of any fee discussion with your clients. We are also no longer involved in any form of fee arrangement between PLL and your clients, in any respect whatsoever. ....*"; and

c. PLPL and SEC sent two letters to the Complainants dated 5 September 2016 (contents of which were identical) which were signed by Mr Punj, where they stated:[38]

> "*…Our position has always been:-*
>
> *i. that the judicial managers be paid a sum of SGD 2 Million in cash for their remuneration; the entire sum of SGD 2 Million should however not only come from PLL but also, to the extent possible, from the assets of Punj Lloyd Pte Ltd ("PLPL") and Sembawang Engineers and Constructors Pte Ltd ("SEC"). Application for leave should be made to the court to pay the reasonable remuneration and expenses of the judicial managers pro rata from the assets of both PLPL and SEC, as the judicial management is in respect of the two companies;...*"

101. Mr Pathak by his email of 6 September 2016 informed TKQP that:[39]

> "*... we are not engaged nor do we act for our client, Punj Lloyd Limited ("PLL") in relation to the JM fee discussions or fee arrangements. ...*"

102. Ms Lim sent an email dated 8 September 2016 to PLL which stated:[40]

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[37] CBOD at Tab 35.
[38] CBOD at Tabs 33 and 34.
[39] CBOD at Tab 39.
[40] CBOD at Tab 42.

> "*... 2. Thank you for confirming that PLL has placed $500,000 with GD as a deposit for our remuneration. Apart from this, we understand from our discussions that PLL is now proposing a different fee arrangement (different from that described factually in our previous communication). Could you please send us PLL's new fee arrangement so that we may accurately update the Court accordingly?*" (emphasis added)

103. On 22 September 2016, TKQP sent a letter to Gibson Dunn to ask for the sum of S$500,000 to be transferred to the Complainants.[41]

104. The Respondent sent an email dated 22 September 2016 which stated:[42]

> "*… Gibson Dunn is no longer involved in any fee discussion or in any form of fee arrangement between Punj Lloyd Limited ("PLL"), whose reps are copied in this email, and your clients.*
>
> *For the avoidance of doubt, please note that we are not holding any fee deposit for your clients. ...*" (emphasis added)

105. Notwithstanding PLL's attempts to deny the Deposit Agreement, the emails showed evidence to the contrary. Furthermore, PLL had in fact sent payments to Gibson Dunn.

Respondent's contentions that there was no Deposit Agreement

106. The Respondent had contended there was no Deposit Agreement, as the Deposit Agreement was not a separate arrangement but part of the holistic agreement for Fee Arrangement.

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[41] CBOD at Tab 44.
[42] CBOD at Tab 45.

107. The DT rejected this contention as:

a. the Respondent had not produced any evidence in support of the "holistic agreement" argument;

b. the 23 June 2016 email made it clear that the issue of the $2 million deposit was separate from the Fee Arrangement. In that email, the Complainants explained that, should the $2 million be insufficient to cover all their fees, they would take a chance on the balance outstanding, such as to take equity;

c. in subsequent emails, the Complainants had on numerous occasions asked the Respondent to revert on: (i) the Fee Arrangement; and (ii) the deposit agreed (see paragraph 96 above);

d. the Respondent had sent an email to Mr Pathak on 29 July 2016 following a telephone conversation he had with Mr Tan conveying that, "… *Nicky Tan wants to see an unequivocal written confirmation from [Gibson Dunn] that clearly states … the sum of SGD 2 Million is held in escrow for his fees*";[43]

[43] SB at Tab 5.

e. the Respondent had failed to respond to the Complainants' emails or to clarify to the Complainants that their client's obligation to pay the deposit was conditional on the Fee Arrangement being agreed upon; and

f. this contention was at odds with the Respondent's position that he had not paid any attention to this matter at the material time. This is because the "holistic" interpretation was not the most obvious interpretation of the situation and it would take some degree of analysis to come to such a view. The more apparently obvious conclusion to be drawn from the language in the emails being exchanged was that there existed an agreement for the deposit to be placed for the Complainants' fees.

Respondent's further challenge to the Complainants' case

108. The Respondent also contended that the Complainants' case against him in these proceedings (that they would not have accepted the appointment unless PLL provided the $2 million) was contrived and contrary to their position taken in TKQP's letter dated 11 October 2016.[44] In that letter, TKPQ had stated that it was never the Complainants' position that "*their appointment as [JMs] of [the Companies] was contingent upon the funding of the judicial management by PLL*".

[44] Complainants' Supplementary Bundle of Documents dated 9 November 2020 at Tab 17.

109. In the DT's judgment, the Respondent's contention was misconceived and a misinterpretation of the Complainants' position as stated in that letter:

a. as against PLL, the Complainants' case was that their agreement to be appointed was conditional upon PLL paying the $2 million, and not that PLL would fund the whole of the JMs' fees;

b. as mentioned in the 17 June 2016 email and dealt with in paragraphs 83 to 86 above, PLL's liability to contribute towards the judicial management costs was capped at $2 million, out of the total costs payable to the Complainants. The Complainants would take their chances on the balance of their fees;

c. hence, TKQP's letter which stated that "*it has never been [the Complainants'] position that their appointment as [JMs] of [the Companies] was contingent upon the funding of the judicial management by PLL*" was entirely correct. The Complainants did not require PLL to fund the whole of their costs but only to the extent of $2 million.

Subpoenaed documents support the Deposit Agreement

110. The DT's finding that there was a Deposit Agreement between PLL and the Complainants was further reinforced by the documents produced by Gibson Dunn under subpoena and contained in the SB.

111. The emails produced in the SB revealed the following:

a. PLL, who was under restructuring, had to draw on their facilities with the bank to transfer the first tranche of $250,000 for the JMs' fees to Gibson Dunn. PLL encountered some difficulties in effecting the withdrawals for the JMs' fees to be placed as a deposit for work yet to be done. PLL then arranged with Mr Pathak to:

(i) backdate Gibson Dunn's engagement (to March 2016);[45] and

(ii) prepare an invoice to show that $250,000 was owing to Gibson Dunn for work done in respect of "*ONGC Heera project*" ("**Sham Invoice**"), but the understanding was, however, that the invoice was just a guise to procure the withdrawal of the $250,000 from the bank but to be used towards payment of the JMs' fees.[46]

112. The effect of the above arrangements and the Sham Invoice was that SBI was asked to pay out the $250,000, supposedly for work done for the last four months by Gibson Dunn for PLL for "*ONGC Heera project*", when in truth it was not. The whole arrangement was to enable PLL to withdraw the first tranche of $250,000 for the JMs' fees.

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[45] SB at Tab 3.
[46] SB at Tab 4.

113. If there was no obligation or agreement for PLL to pay the first tranche of $250,000, there would be no necessity for PLL to request Mr Pathak to "backdate" their terms of engagement or to produce the Sham Invoice to ensure that they could withdraw the $250,000 for transfer towards the JMs' fees. This showed that PLL had regarded themselves as being bound to pay the first tranche of $250,000.

Issue II: Respondent's knowledge of the Deposit Agreement

114. Contrary to the Respondent's contention, the DT found that the Respondent knew or should have known that a Deposit Agreement had been agreed, as he had represented PLL and participated in crucial discussions with the Complainants leading to the Deposit Agreement and had made arrangements with PLL for the payments of the two tranches of $250,000 each.

Respondent's emails sent on 7 and 14 July 2016 and 11 and 17 August 2016 confirmed the Deposit Agreement

115. By his above emails, the Respondent had proceeded on the basis that: **(i)** there was a Deposit Agreement made between PLL and the Complainants; **(ii)** PLL would place $500,000 towards payment of the JMs' fees; and **(iii)** PLL had agreed to pay the $500,000 in two tranches of $250,000 as part of the agreed $2 million for the JMs' fees.

Issue III: Receipt by Gibson Dunn of funds to be held for the Complainants' fees and Respondent's knowledge of the same

116. This was evidenced by an email 17 August 2016, sent by Mr Pathak (and copied to the Respondent) confirming receipt of the 1st tranche of $250,000 for the JMs' fees, where he stated: "*The funds* [i.e. first tranche of $250,000] *were received and have been placed in our trust fund for the JM fees. We are now waiting for the next tranche of SGD 250k.*".[47]

117. The DT found that the above highlighted email, together with the emails which he had sent on 2, 5 and 22 September 2016, demonstrated that the Respondent knew that Gibson Dunn had received funds to be held for the Complainants' fees.

Issue IV: Whether the Respondent had assisted or permitted PLL, in a manner which the Respondent considered dishonest or ought to have considered dishonest, in not paying the $500,000 for the JMs' fees

118. The acts attributable to the Respondent that were scrutinised in connection with this issue were essentially his role in sending various emails to the Complainants' lawyers. There were three emails, dated 2, 5 and 22 September 2016 respectively.

119. In his email of 2 September 2016, he conveyed that:[48]

> "… *Our client has instructed us that we shall cease to be involved in any communications or have any role as regards any fee discussion or arrangement between your client and our client.*

[47] CBOD at Tab 24.
[48] CBOD at Tab 30.

> *We are instructed that your client or your firm should henceforth write directly to our client in respect of any fee matter. Our firm shall no longer be involved in this matter of fee discussion or arrangement between the respective clients. …*".

120. This was in response to a request of the same date by the Complainants' lawyers, TKQP, for the funds held by Gibson Dunn to be paid over to them.

121. In his email of 5 September 2016,[49] he further conveyed the following:

> "*...we no longer represent Punj Lloyd Limited ("PLL") in respect of any fee discussion with your clients. We are also no longer involved in any form of fee arrangement between PLL and your clients, in any respect whatsoever.* ...."

122. In his email of 22 September 2016, in response to a further demand for the funds by TKQP, the Respondent replied as follows:[50]

> "*… Gibson Dunn is no longer involved in any fee discussion or in any form of fee arrangement between Punj Lloyd Limited ("PLL"), whose reps are copied in this email, and your clients.*
>
> *For the avoidance of doubt, please note that <u>we are not holding any fee deposit</u> for your clients. ...*" (emphasis added)

[49] CBOD at Tab 35.
[50] CBOD at Tab 45.

123. It has to be borne in mind that Mr Pathak had previously conveyed to the Complainants that funds had been received by Gibson Dunn for the Complainants' fees and that had been placed in their trust fund.

124. However, Mr Pathak's evidence was that he had by 2 September 2016 received PLL's instructions to the effect that Gibson Dunn would not hold the said funds received for the Complainant's fees and that he could use the said funds to settle Gibson Dunn's outstanding invoices owing by PLL for other matters in which they represented PLL.[51]

125. By his email of 2 September 2016,[52] Mr Pathak informed Ms Lum from Gibson Dunn's accounting and finance department that the funds previously received for the JMs' fees could be applied to outstanding invoices of Gibson Dunn owing by PLL.

126. It is important to note that communications with PLL were through Mr Pathak and the Respondent had no direct communication with PLL.

127. Against this background, the DT found the emails of 2 and 5 September 2016 to be vague and incomplete, insofar as they did not convey that Gibson Dunn no longer held the funds previously conveyed as received for the Complainants' fees for that purpose. That the Complainants and their solicitors did not apprehend this

[51] NE 13/11/20, p. 197, line 8 to p. 198, line 7.
[52] SB at Tab 18.

was clear from TKQP's letter of 22 September 2016, which again requested for the funds to be paid over to them.

128. The Respondent's position (as conveyed in his AEIC) was that Mr Pathak had actually narrated the emails of 2 and 22 September 2016 and had instructed him to send out the email of 5 September 2016.[53]

129. Mr Pathak's evidence on this point was that he did not give the words of the email verbatim but had narrated the substantive content to him.[54]

130. This led to the question of the degree of involvement the Respondent had in the actual authorship of the emails. The Respondent's evidence was that, over this period of time, he was facing a severe problem involving his child and was therefore unable to focus on his work.

131. The DT had accepted that the Respondent was facing such a problem but had observed at paragraph 107f above that this position was at odds with the conclusion he had come to on Issue I above.

132. This latter point is in fact an explanation offered by the Respondent (in paragraphs 17 and 18 of his AEIC) to justify the position conveyed in his emails. He asserted that there had to be one single indivisible agreement encompassing both the

[53] Respondent's Affidavit of Evidence-in-Chief dated 22 October 2020 at [135], [139], [151] and [152].
[54] NE 16/11/20, p. 66, lines 10-22.

quantum of fees as well as the deposit, and that there was no other information communicated to him that would give him any reason to believe that a deposit agreement arose independently.

133. The DT found this position to be artificial and contrived, especially in light of his position that he was paying scant attention to the matter due to his problems. Observations on this point has been made at paragraph 107f above.

134. The Respondent was asked to explain his position on this point but his response was not entirely comprehensible, although he did repeat the point made in his AEIC which was that, "*it was never brought to my attention from the correspondence that there's supposed to be two separate kind of arrangement*".[55]

135. The DT was of the view that the position in paragraphs 17 and 18 of his AEIC would more likely be an *ex post facto* justification of the emails.

136. Nonetheless, the DT was of the view that the content of the emails would have substantially come from Mr Pathak, who had the overall picture and oversight of the matter as well as all client contact. This was especially so given the limited involvement of the Respondent in the matter.

[55] NE 17/11/20, p. 42, line 20 to p. 43, line 22.

137. This was borne out by Mr Pathak's evidence. As pointed out above, Mr Pathak's evidence was that whilst he did not give the Respondent the language verbatim, he gave him the substantive content.

138. If this was the case, then should the Respondent have disagreed with Mr Pathak or questioned him on the content of the letters as submitted by the Complainants?

139. It is of course the case that every solicitor is responsible for whatever he sends out, but examining the facts of the present case, given Mr Pathak's oversight as highlighted in paragraph 136 above as well as his superior position in Gibson Dunn, it was not so clear that the Respondent ought to be criticised for not disagreeing with Mr Pathak.

140. Mr Pathak's evidence was that he had conveyed whatever instructions he had received from PLL to the Respondent.[56]

141. Essentially, PLL's instructions were that Gibson Dunn were not to hold the funds as deposit for the Complainants' fees but could use them for their outstanding invoices. PLL would make payment to the Complainants directly.[57]

142. That would have been conveyed by Mr Pathak to the Respondent save for the fact that the funds were to be used for payment of Gibson Dunn's invoices. Mr

[56] NE 16/11/20, p. 67, lines 1-14.
[57] NE 16/11/20, p. 55, lines 10-15.

Pathak's evidence was that he did not recall conveying that particular point to the Respondent.[58]

143. The Complainants submitted that the Respondent was aware that the funds were used to pay down Gibson Dunn's outstanding invoices, but the DT was of the view that the evidence that they relied on in support of this submission did not bear this out.[59]

144. As such, there was no evidence before the DT to demonstrate that the Respondent knew that the funds were to be used for payment of Gibson Dunn's invoices.

145. The other two points on which Mr Pathak had been instructed as at September 2016 were that Gibson Dunn would no longer be holding any monies for the Complainants' fees and that PLL would instead make payment directly to the Complainants.

146. PLL never made this payment, and it appeared that there was reason to doubt that they had any intention to.

147. There was nothing to suggest that the Respondent apprehended such to be PLL's intentions as at September 2016.

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[58] NE 16/11/20, p. 104, lines 18-21.
[59] NE 17/11/20, p. 26, lines 9-12.

148. The Respondent's evidence was that Mr Pathak told him that "*we are no longer supposed to pay anything to the JM, the client will deal with them directly*".[60]

149. There was no reason for the Respondent not to accept what Mr Pathak told him at face value.

150. Whilst it was true that Mr Pathak appeared to be departing from his previous emails conveying that the monies would be held for the Complainant's fees (particularly in the email of 22 September 2016), but at the same time, the Respondent was being told that PLL would deal with them directly on the matter.

151. On 8 September 2016, the Complainants had a meeting with representatives of PLL. Following that meeting, Ms Lim sent an email to PLL containing the following sentence: "*Thank you for confirming that PLL has placed S$500,000 with GD as a deposit for our remuneration*".[61]

152. It thus appeared that PLL had conveyed at the meeting that this was the case. One of the attendees at the meeting was Mr Hardik Hundia of PLL. He was an addressee of the email. He was also personally involved in instructing Mr Pathak on the change of the status of the funds held by Gibson Dunn by 2 September 2016, nearly a week before the meeting with the Complainants. As such, it

[60] NE 17/11/20, p. 46, lines 11-12.
[61] CBOD at Tab 42.

appeared that there was deception on the part of PLL in conveying that Gibson Dunn continued to hold the deposit for the Complainants' fees.

153. Whilst this email was forwarded to Mr Pathak, there was no evidence that it was forwarded to the Respondent or that he had any knowledge of PLL's deception.

154. By reason of the above, the DT found that Issue IV had not been made out against the Respondent, as the totality of the evidence before the DT did not establish beyond a reasonable doubt that the Respondent had assisted or permitted PLL, in a manner which the Respondent considered dishonest or ought to have considered dishonest, in not paying the $500,000 for the JMs' fees.

DT's finding on Charge 1A

155. Accordingly, since Charge 1A was premised on the matters set out in Issue IV being proven against the Respondent, the DT found that Charge 1A had not been made out against the Respondent, and that the Respondent was not guilty of such 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 LPA.

156. Consequently, pursuant to Section 93(1)(a) of the LPA, the DT determined that no cause of sufficient gravity for disciplinary action exists under Section 83 of the LPA.

157. The DT further ordered that the Respondent and the Complainants shall each bear his or their respective costs.

Charges 2AA and 2BB

158. Charge 1A was proffered against the Respondent on the basis of there being a Deposit Agreement. Charges 2AA and 2BB (as set out in **Annex A**) were alternative charges to Charge 1A proffered against the Respondent on the basis that there was no Deposit Agreement.

159. In light of the DT's finding that there was a Deposit Agreement, it was unnecessary for the DT to deal with Charges 2AA and 2BB.

Summary

160. In summary, the DT's findings and determination were as follows:

a. the DT had jurisdiction to deal with the Six Charges;

b. Rule 10(6)(b) of the PCR was not applicable to the facts of the complaint, as it was intended to apply to Court proceedings. As such, Charges 1, 2A and 2B which involved a breach of Rule 10(6)(b) could not be maintained against the Respondent and were dismissed;

c. although there was a Deposit Agreement made between PLL and the Complainants, Charge 1A was not made out against the Respondent, and he

was not guilty of such 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 LPA;

d. as Charges 2AA and 2BB were alternative charges to Charge 1A proffered against the Respondent on the basis that there was no Deposit Agreement, in light of the DT's finding that there was a Deposit Agreement, it was unnecessary for the DT to deal with Charges 2AA and 2BB;

e. pursuant to Section 93(1)(a) of the LPA, the DT determined that no cause of sufficient gravity for disciplinary action exists under Section 83 of the LPA; and

f. the DT ordered that the Respondent and the Complainants shall each bear his or their respective costs.

Dated this 1st day of February 2021.

President
Ms Molly Lim, *SC*

Advocate & Solicitor
Mr Tan Kheng Ann Alvin

Annex A

1ST CHARGE

You, Lee Teck Leng Robson, an Advocate and Solicitor of the Supreme Court of Singapore, are charged that in the period between June 2016 and September 2016 (both months inclusive), while you and Jai Swarup Pathak were acting for Punj Lloyd Limited ("PLL"), knowing that PLL had agreed to deposit S$2 million towards the costs of managing Punj Lloyd Pte Ltd and Sembawang Engineers and Constructors Pte Ltd (the "Companies") whilst under judicial management, and having received two tranches of S$250,000 on or between 17 August 2016 and 8 September 2016 as part of that deposit, ~~then knowingly~~ assisted or permitted PLL ~~to act in a manner you considered dishonest~~, in a manner you considered dishonest or ought to have considered dishonest, to wit: in not paying each of the tranches to the Judicial Managers ~~the sums so received as deposits towards managing the Companies whilst under judicial management;~~ when the Judicial Managers made a written demand for them through solicitors on 2 September 2016 for S$250,000, and again on 22 September 2016 for S$500,000 after you indicated that you had ceased to act for PLL in its dealings with the Judicial Managers; and are therefore guilty of a breach of Rule 10(6)(b) of the Legal Profession (Professional Conduct) Rules 2015 as amounts to fraudulent or grossly improper conduct in the discharge of your professional duty as an advocate and solicitor within the meaning of Section 83(2)(b) of the Legal Profession Act (Cap. 161).

("**Charge 1**")

OR, IN THE ALTERNATIVE

You, Lee Teck Leng Robson, an Advocate and Solicitor of the Supreme Court of Singapore, are charged that in the period between June 2016 and September 2016 (both months inclusive), while you and Jai Swarup Pathak were acting for Punj Lloyd Limited ("**PLL**"), knowing that PLL had agreed to deposit S$2 million towards the costs of managing Punj Lloyd Pte Ltd and Sembawang Engineers and Constructors Pte Ltd (the "**Companies**") whilst under judicial management, and having received two tranches of S$250,000 on or between 17 August 2016 and 8 September 2016 as part of that deposit, ~~then acted towards the Judicial Managers in a way that was contrary to your position as a member of an honourable profession in not paying to the Judicial Managers the sums so received as deposits towards the costs of managing the Companies whilst under judicial management;~~ assisted or permitted PLL, in a manner you considered dishonest or ought to have considered dishonest, to wit: in not paying each of the tranches to the Judicial Managers when the Judicial Managers made a written demand for them through solicitors on 2 September 2016 for S$250,000, and again on 22 September 2016 for S$500,000 after you indicated that you had ceased to act for PLL in its dealings with the

Judicial Managers; and are therefore guilty of such 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 (Cap. 161.).

("**Charge 1A**")

2ND CHARGE

You, Lee Teck Leng Robson, an Advocate and Solicitor of the Supreme Court of Singapore, are charged that in the period between June 2016 and September 2016 (both months inclusive), while you and Jai Swarup Pathak were acting for Punj Lloyd Limited ("PLL"), ~~knowingly~~ assisted or permitted PLL ~~to act in a manner you considered dishonest in misleading~~ to mislead the Judicial Managers of Punj Lloyd Pte Ltd and Sembawang Engineers and Constructors Pte Ltd (the "Companies") in a manner you knew or ought to have known was dishonest, to wit: when knowing that the Judicial Managers of the Companies believed that PLL had agreed prior to their appointment to deposit S$2 million towards the costs of managing the Companies whilst under judicial management~~:~~, caused the Judicial Managers to continue to believe that PLL had agreed to deposit S$2 million towards the costs of managing the Companies whilst under judicial management by sending emails on 7 July 2016, 14 July 2016, 9 August 2016, 11 August 2016 and 17 August 2016 that confirmed that such deposit had been made in part, and are therefore guilty of a breach of Rule 10(6)(b) of the Legal Profession (Professional Conduct) Rules 2015 as amounts to fraudulent or grossly improper conduct in the discharge of your professional duty as an advocate and solicitor within the meaning of Section 83(2)(b) of the Legal Profession Act (Cap. 161).

("**Charge 2A**")

OR, IN THE ALTERNATIVE

Alternatively, you, ~~You,~~ Lee Teck Leng Robson, an Advocate and Solicitor of the Supreme Court of Singapore, are charged that in the period between June 2016 and September 2016 (both months inclusive), while you and Jai Swarup Pathak were acting for Punj Lloyd Limited ("PLL"), ~~knowingly~~ assisted or permitted PLL ~~to act in a manner you considered dishonest in misleading~~ to mislead the Judicial Managers of Punj Lloyd Pte Ltd and Sembawang Engineers and Constructors Pte Ltd (the "Companies") in a manner you knew or ought to have known was dishonest, to wit: when knowing that the Judicial Managers of the Companies believed that PLL had agreed prior to their appointment to deposit S$2 million towards the costs of managing the Companies whilst under judicial management~~:~~, did not while acting for PLL clarify PLL's position that it had not agreed to so fund the judicial management and are

therefore guilty of a breach of Rule 10(6)(b) of the Legal Profession (Professional Conduct) Rules 2015 as amounts to fraudulent or grossly improper conduct in the discharge of your professional duty as an advocate and solicitor within the meaning of Section 83(2)(b) of the Legal Profession Act (Cap. 161).

("**Charge 2B**")

OR, IN THE FURTHER ALTERNATIVE

Alternatively, you, ~~You,~~ Lee Teck Leng Robson, an Advocate and Solicitor of the Supreme Court of Singapore, are charged that in the period between June 2016 and September 2016 (both months inclusive), while you and Jai Swarup Pathak were acting for Punj Lloyd Limited ("**PLL**"), ~~then acted towards the Judicial Managers in a way that was contrary to your position as a member of an honourable profession by knowingly misleading~~ assisted or permitted PLL to mislead the Judicial Managers of Punj Lloyd Pte Ltd and Sembawang Engineers and Constructors Pte Ltd (the "**Companies**") in a manner you knew or ought to have known was dishonest, to wit: when knowing that the Judicial Managers of the Companies believed that PLL had agreed prior to their appointment to deposit S$2 million towards the costs of managing the Companies whilst under judicial management~~;~~, caused the Judicial Managers to continue to believe that PLL had agreed to deposit S$2 million towards the costs of managing the Companies whilst under judicial management by sending emails on 7 July 2016, 14 July 2016, 9 August 2016, 11 August 2016 and 17 August 2016 that confirmed that such deposit had been made in part, and are therefore guilty of such 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 (Cap. 161.).

("**Charge 2AA**")

OR, IN THE FURTHER ALTERNATIVE

Alternatively, you, ~~You,~~ Lee Teck Leng Robson, an Advocate and Solicitor of the Supreme Court of Singapore, are charged that in the period between June 2016 and September 2016 (both months inclusive), while you and Jai Swarup Pathak were acting for Punj Lloyd Limited ("PLL"), ~~knowingly~~ assisted or permitted PLL ~~to act in a manner you considered dishonest in misleading~~ to mislead the Judicial Managers of Punj Lloyd Pte Ltd and Sembawang Engineers and Constructors Pte Ltd (the "Companies") in a manner you knew or ought to have known was dishonest, to wit: when knowing that the Judicial Managers of the Companies believed that

PLL had agreed prior to their appointment to deposit S$2 million towards the costs of managing the Companies whilst under judicial management~~;~~, did not while acting for PLL clarify PLL's position that it had not agreed to so fund the judicial management and are therefore guilty of such 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 (Cap. 161.).

("**Charge 2~~A~~BB**")

Annex B

Documents filed in DT 4/2020 ("DT 4") and DT 4A/2020 ("DT 4A")

S/N	Date	Description
1.	29.6.2020	Statement of Case in DT 4
2.	29.6.2020	Statement of Case in DT 4A
3.	26.8.2020	Further and Better Particulars of Statement of Case in DT 4
4.	26.8.2020	Further and Better Particulars of Statement of Case in DT 4A
5.	3.9.2020	Statement of Case (Amendment No. 1) in DT 4
6.	3.9.2020	Statement of Case (Amendment No. 1) in DT 4A
7.	14.9.2020	Further and Better Particulars of Statement of Case (Amendment No. 1) in DT 4
8.	14.9.2020	Further and Better Particulars of Statement of Case (Amendment No. 1) in DT 4A
9.	28.9.2020	Defence in DT 4
10.	28.9.2020	Defence in DT 4A
11.	5.10.2020	Complainants' List of Documents in DT 4
12.	5.10.2020	Complainants' List of Documents in DT 4A
13.	5.10.2020	Respondent's List of Documents in DT 4
14.	5.10.2020	Respondent's List of Documents in DT 4A
15.	22.10.2020	Affidavit of Evidence-in-Chief of Mr Lee Teck Leng Robson in DT 4
16.	22.10.2020	Affidavit of Evidence-in-Chief of Mr Jai Swarup Pathak in DT 4A
17.	23.10.2020	Affidavit of Evidence-in-Chief of Mr Tan Ng Kuang in DT 4 and DT 4A
18.	23.10.2020	Complainants' Bundle of Authorities in DT 4 and DT 4A
19.	23.10.2020	Complainants' Bundle of Documents in DT 4 and DT 4A
20.	23.10.2020	Bundle of Authorities for the Respondents in DT 4 and DT 4A
21.	23.10.2020	Respondent's Bundle of Documents in DT 4
22.	23.10.2020	Respondent's Bundle of Documents in DT 4A
23.	5.11.2020	Agreed Statement of Facts in DT 4 and DT 4A
24.	9.11.2020	Respondent's Bundle of Cause Papers in DT 4
25.	9.11.2020	Respondent's Bundle of Cause Papers in DT 4A
26.	9.11.2020	Respondents' Joint Supplementary Bundle of Authorities in DT 4 and DT 4A
27.	9.11.2020	Complainants' Supplementary Bundle of Documents in DT

S/N	Date	Description
		4 and DT 4A
28.	9.11.2020	Subpoenaed Bundle in DT 4 and DT 4A
29.	12.11.2020	Statement of Case (Amendment No. 2) in DT 4
30.	12.11.2020	Statement of Case (Amendment No. 2) in DT 4A
31.	8.12.2020	Complainants' Closing Submissions in DT 4
32.	8.12.2020	Complainants' Closing Submissions in DT 4A
33.	8.12.2020	Complainants' Bundle of Authorities for Closing Submissions in DT 4 and DT 4A
34.	8.12.2020	Respondents' joint Closing Submissions in DT 4 and DT 4A
35.	8.12.2020	2nd Supplementary Bundle of Authorities for the Respondents in DT 4 and DT 4A
36.	15.12.2020	Complainants' combined Reply Submissions in DT 4 and DT 4A
37.	15.12.2020	Complainants' Bundle of Authorities for Reply Submissions in DT 4 and DT 4A
38.	15.12.2020	Respondent's Reply Submissions in DT 4
39.	15.12.2020	Respondent's Reply Submissions in DT 4A
40.	15.12.2020	3rd Supplementary Bundle of Authorities for the Respondents (Reply Submissions) in DT 4 and DT 4A