

[2018] UKFTT 0717 (PC)

REF/2015/0491

PROPERTY CHAMBER, LAND REGISTRATION
FIRST-TIER TRIBUNAL

LAND REGISTRATION ACT 2002

IN THE MATTER OF A REFERENCE FROM HM LAND REGISTRY

BETWEEN

MOHAMMED ISHFAQ
(As Executor of the Estate of the late Nazir Ahmed)

APPLICANT

and

(1) PERVEZ AKHTAR
(2) BANK OF SCOTLAND

RESPONDENTS

Property Address: 18 Victoria Street, Burton on Trent, DE14 2LP
Title Number: SF418720

ORDER

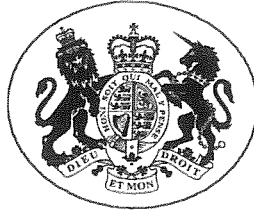
1. The registrar is directed to give effect to the Applicant's application dated 15th October 2014 as if the Respondent's objection had not been made.

Dated this 10th October 2018

Daniel Dover

By order of the Tribunal





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**Property Address: 18 Victoria Street, Burton on Trent, DE14 2LP
Title Number: SF418720**

**Before Judge Dovar
Sitting at: Derby Magistrates' Court
On: Wednesday 3rd October 2018**

Applicant Representation: Mr Skinner, solicitor of R.W.Skinner & Son
First Respondent Representation: Ms Osler, counsel, instructed by Else Solicitors
Second Respondent Representation: Mr Sinclair, counsel, instructed by Ascent Legal

DECISION

KEYWORDS – Rectification - Fraud – Mistake – Schedule 4 - Evidence

Cases referred to:

Burns v. The Financial Conduct Authority [2017] EWCA Civ 2140

Daejan v. Benson [2011] EWCA Civ 38

Re: H (sexual abuse, standard of proof) [1996] AC 563

Stephens v Cannon [2005] EWCA Civ 222

Shah v. Shah [2001] EWCA Civ 527

Introduction

1. This is a referral from the Chief Land Registrar under s.73(7) of the Land Registration Act 2002 of an application to alter the register to remove Perves Akhtar as the registered proprietor of 18 Victoria Street, Burton-on-Trent, DE14 2LP and to register Nazir Ahmed as the proprietor and to cancel the registration of the charge in favour of Bank of Scotland Plc.
2. Mr Ahmed, who commenced the application died in September 2017, Mr Ishfaq is one of his sons and the executor of his estate. Throughout this decision references to the Applicant are references to Mr Ahmed.
3. The Applicant claims that in 2004 Mr Akhtar, who was another of his sons, fraudulently acquired title to Victoria Street by the use of a forged power of attorney. Mr Akhtar denies this and objects to the removal of his own name as proprietor. The Second Respondent, the Bank of Scotland, has a charge on the property in relation to an advance to Mr Akhtar. It was not disputed that if the registered proprietor of the Property were to be rectified, the registration of the charge would be cancelled.
4. This application is governed by schedule 4 of the Land Registration Act 2002, which provides as follows:

Paragraph 1

In this Schedule, references to rectification, in relation to alteration of the register, are to an alteration which

(a) involves the correction of a mistake, and

(b) prejudicially affects the title of a registered proprietor.

Paragraph 5

The registrar may alter the register for the purpose of—

(a) correcting a mistake,

...

Paragraph 6

(1) This paragraph applies to the power under paragraph 5, so far as relating to rectification.

(2) No alteration affecting the title of the proprietor of a registered estate in land, may be made under paragraph 5 without the proprietor's consent in relation to land in his possession unless—

(a) he has by fraud or lack of proper care caused or substantially contributed to the mistake, or

(b) it would for any other reason be unjust for the alteration not to be made.

5. There are a number of evidential difficulties in this case. Firstly, Mr Ahmed, the Applicant, died in September 2017 and so obviously cannot give direct evidence. Secondly, the events in question took place many years ago in around 2004. Thirdly, the conveyancing file of the solicitors, who were said to have acted for Mr Ahmed in the conveyance to his son, has been lost.
6. On behalf of the Applicant I heard evidence from Mrs Musgrave, a forensic handwriting examiner and read her report. I have read the Statement of Case of the Applicant and his witness statement of 28th December 2015. I am conscious that his evidence has not been tested and bear that in mind when assessing the evidence overall.
7. On behalf of the First Respondent, I heard evidence from Mr Akhtar, Mr Stone and Mr Hammond, who all provided witness statements. The Second Respondent submitted a statement from Ms Fletcher which was not contested.

Evidence

8. Mr Ahmed purchased 18 Victoria Street in September 1982 and lived there with his wife and family. One of his sons, the First Respondent, continued to live there with him while other siblings moved out over the years.
9. In November 1999 a mortgage was secured against Victoria Street. There is a mortgage deed to that effect. Mr Ahmed was the mortgagor. Mr Akhtar and his wife signed as co-mortgagors. Little evidence was forthcoming about this mortgage. The inclusion of

Mr Akhtar and his wife may have been indicative of the fact that the loan was taken by all three and also of the fact that they were all residing at the property at that time. Ownership was undisputedly solely that of Mr Ahmed.

10. Mr Ahmed said that he knew nothing of this mortgage or loan. Mr Akhtar also distanced himself from this transaction, saying that it was all at his father's instigation and was to purchase a car. He did not know how much it was for, but contended he was included as co-mortgagor as he was the bread winner. Whilst not central to the issues, it provides a backdrop to the transaction that occurred in mid 2004, when title to Victoria Street was transferred from Mr Ahmed to Mr Akhtar. It is possible that Mr Ahmed had forgotten or was lying about this mortgage. Likewise it was possible that Mr Akhtar had forgotten or was lying. It may have been the start of Mr Akhtar using his father's property in order to raise capital without telling him. Mr Akhtar said he didn't really know anything about this transaction. It was not clear how much was borrowed, but around 5 years later, in August 2004, the charge was redeemed for £14,774. Mr Akhtar's suggestion that it was for the purchase of a car was odd given, as he revealed in his oral evidence, his father didn't drive.
11. Mr Ahmed signature on the deed bears similar hallmarks to that on the contested Power of Attorney and on the Seller's Property Information Form purportedly signed by him in 2004. Mrs Musgrave does not consider that these are his signatures.
12. Surprisingly, there is very little evidence from Mr Akhtar as to the build up to the agreement to sell him Victoria Street. He did not deal with the background to the sale in his Statement of Case. Most of the evidence comes from his letter of objection to the application, dated 5th December 2014, in which it was stated that

'The plan was that they [Mr Ahmed and his wife] were going to continue living together after the Property has been sold ...' and that

'It is believed that Mr Ahmed sold the Property to Mr Akhtar in order to give the impression to other family members that he was powerless to evict his daughter-in-law, following a family dispute.' (emphasis added)
13. No clarification as to the either the basis of that belief was given, nor how this would give the impression that he was powerless to evict his daughter-in-law. The rationale

for the latter was difficult to follow. Once the transaction had gone through, disgruntled family members would ask how it came to be that Mr Akhtar owned the property and the circumstances of the transfer would then come to light.

14. In his supplemental statement of 24th October 2017, he stated *'I cannot remember the exact amount of the mortgage discharge, but I agreed with my father that I should pay this as part of the deal, and given that we had agreed that I could pay him over a period of time, I also agreed to pay him soft interest for his help...'*
15. In oral evidence he shied away from the issue, claiming that he did not know what his father's motivation was to sell to him. He maintained that his father wanted this transaction to be private. He did not want anyone to know that he was selling to his son as that was said to be culturally embarrassing.
16. Mr Stone, who signed the power of attorney as witness, said in his witness statement that *'I spoke to Mr Ahmed , who I called 'Pops' prior to his departure to Pakistan in 2004, and he told me that he was going to sell his house to his son, who I know as 'Pav'. This seemed a very normal thing to do to me.'*
17. In January 2004, Mr Ahmed travelled to Pakistan with his wife. He was born there and spent much of his time there. Whilst not told exactly where, it was said by Mr Akhtar that he went to the same area and mixed with the same people on each trip. His UK passport shows that he was out of the United Kingdom and in Pakistan between January and September 2004. This had not originally been in dispute, but in the course of giving evidence, Mr Akhtar raised the possibility that he might have been in the UK for some of this period and would have gained entry using his Pakistan passport. He could not say for certain whether this was the case or not.
18. On 26th May 2004, Bank of Scotland carried out a valuation on the property, valuing it at £70,000. This was at Mr Akhtar's prompting.
19. On about 7th June 2004, Mr Akhtar instructed solicitors to act for him in the sale. The following day, on 8th June 2004 a Seller's Property Information Form was completed, bearing the signature 'N.Ahmed'. Also that day, Mr Akhtar's solicitors contacted R W Skinner & Son solicitors on the basis that they were representing Mr Ahmed. It was recorded that a purchase price of £60,000 had been agreed. A week later, Mr Bennett of

R W Skinner & Son responded stating they were awaiting deeds and would then draw up a draft contract.

20. On 23rd June 2004, R W Skinner & Son wrote to Mr Ahmed at Victoria Street, stating *'We refer to our conversation this morning ... We enclose a quotation of our fees and disbursements ... if the quotation is agreed, please sign one copy and return it to us.'* On the same day a draft contract was sent to Mr Akhtar's solicitors along with the Property Information and Fixtures, Fittings and Contents forms. The latter was signed by a 'N.Ahmed'. This gave the impression that Mr Ahmed was in the UK as it is improbable that the form would have been sent out to Pakistan, signed and then returned. Additional enquiries were raised on 24th June 2004 and on 28th June, Mr Akhtar's solicitors enquired *'how our clients gain access to the rear of the property and by what right.'* This was an odd request given that Mr Akhtar had lived at Victoria Street for years. The response five days later was *'our client informs us that access to the rear of the property is via the entry between the property and 17 Victoria Street.'*
21. It follows from the above that where Mr Ahmed was during the period set out above was an important issue. The documents suggest a level of communication with Mr Ahmed which is greater than one would expect if he was in Pakistan at this time. Even accounting for modern methods of communication, the ease of not just giving instructions, but also providing two signed documents, strongly suggest a presence in the UK. If he was not, then the strong inference is that someone was posing as Mr Ahmed. This was a troubling aspect of the evidence as the correspondence from R W Skinner & Sons suggests that they were in communication with Mr Ahmed. If correct, this would mean that he knew all about the sale to his son. It was also troubling that Mr Akhtar raised the possibility of his father returning to the UK on a different passport for the first time in his oral evidence. Even then he was uncertain as to whether he was in the UK at any time between January and August 2004.
22. Mr Akhtar says he went out to Pakistan in July 2004 to meet his parents and provide his father with a power of attorney to sign. Although he produced a page of his passport showing that he went to Pakistan in August 2004, he had failed, despite repeated requests, to provide the stamp showing entry in July 2004. He stated that he had not realised that he had not done so and that his passport had been confiscated by the police and when returned, it was out of date and so he renewed it. He maintains that when he

renewed his passport, he never received his old one back. I was unconvinced by this explanation. It was clear from the early correspondence between the parties and their representatives that any stamps relating to a trip in July had not been provided.

23. The Power of Attorney was completed in manuscript and provided that it was a deed by Mr Ahmed of 18 Victoria Street to appoint a Patrick Michael Hammond of Burton-on-Trent as his attorney for the purpose of selling 18 Victoria Street. It is purported to be signed by Mr Ahmed, although that it contested. The signature is said to have been made in the presence of the witness, Mr Stone also of Burton-on-Trent. It is common ground that Mr Stone never witnessed that signature. Mr Akhtar contends that it was, with his father's agreement, signed by Mr Stone when it was handed to him by Mr Akhtar in the United Kingdom.
24. In his statement of case he says that '*I also maintain that the signature on the Power of Attorney is that of my father*'. In his notice of objection it is said '*The POA was signed by Mr Ahmed on 10 July 2004 whilst he was in Pakistan, in the presence of his wife and Mr Akhtar.*' However, in oral evidence he stated that he had not seen his father sign it. He said that he gave him the form and it was returned later, signed. Mr Akhtar said his father did not want anyone in Pakistan to sign the Power of Attorney as he did not want them to know he was selling to his son. However, Mr Akhtar was unable to reconcile that motivation with the fact that the Power of Attorney did not say who the property was going to be sold to, just that the attorney had power to sell it.
25. Mrs Musgrave, who holds a Master of Science in Forensic Science, and who specialises in the scientific examination of questioned documents, gave expert evidence on the authenticity of the signature of Mr Ahmed on the Power of Attorney. She looked at the signature on the Power of Attorney, the Mortgage Deed of 1999 and the Seller's Property Information Form signed in June 2004; all of which were questioned documents and all of which were signed 'N.Ahmed.' She compared those to the signature of Mr Ahmed found on his passport and the witness statement for these proceedings; both of which were signed 'Nazir Ahmed'. In her view, she found very strong support for the proposition that each of the questioned documents were forgeries but was unable to determine whether Mr Akhtar had forged them. In oral evidence she clarified that the main differences comprised the lack of full name, small ticks off the 'N' and the shape of the 'D' at the end.

26. Mr Akhtar chose not to call his own expert on this issue. In a letter to the Applicant dated 17th June 2018, he said in regard to the handwriting evidence, that was against him *'I have an explanation for this anomaly which I will disclose as and when I need to do so.'* In oral evidence he gave that explanation. It was that Mrs Ahmed often signed on behalf of her husband. I did not find that explanation convincing. Firstly, it was directly contrary to what was said in the notice of objection and the statement of case. Secondly, it failed to explain the fact that the same signature appeared both on the Seller's Property Information Form and the Mortgage Deed of 1999. The former being produced in June 2004, when both Mr and Mrs Ahmed were in Pakistan. The far more likely explanation was that Mr Akhtar had caused the forgery on all three documents.
27. Each page of the Power of Attorney bears a certification from R W Skinner & Sons solicitors to the fact that it is a true copy of the original. The firms' stamp has been placed under the manuscript certification. In evidence Mr Akhtar was adamant that that stamp was present when his father signed it. He was pressed on his recollection of this point, given that it was a number of years since it was signed. He remained adamant. The parties had become distracted by whether or not this document had the hallmarks of a legally drafted document and whether it had originated from R W Skinner & Sons. Mr Akhtar's case being that it was both. It therefore suited him to press this point as it proved that it had been prepared by R W Skinner & Sons. However, I have no doubt that that stamp was not present until after the document had been completed, signed and handed to R W Skinner & Son; it is clearly their office stamp applied to confirm the certification after completion. It was therefore telling in terms of assessing Mr Akhtar's credibility that he would be so adamant on this point.
28. Mr Ahmed is clear in his statement that he did not sign the Power of Attorney. Nor did he know of Mr Hammond. He did know Mr Stone, but he was not in Pakistan with him on 10th July 2004 when he was supposed to have witnessed his signature. Mr Hammond said that he had met Mr Ahmed once before the Power of Attorney was signed and that he had had no direct contact with him during the transaction. It is therefore more than possible that he had met Mr Ahmed but that Mr Ahmed could not recollect that. He had first learnt of the proposed sale in around January 2004 through Mr Akhtar who then said in about June that he was needed as an attorney as Mr Ahmed was going to be in Pakistan for most of the year.

29. In about August 2004, the purchase price increased to £70,000. From a telephone message note of 3rd August 2004 from Mr Akhtar's solicitors, this appears to have been to enable £59,500 to be advanced, instead of £51,000. On the following day, Bank of Scotland confirmed that they were aware that the sale involved a gifted deposit and were happy to proceed. Also on 4th August, R W Skinner & Son confirmed '*we have had notification from our client that a deposit of £500 was paid to him by your client*'. The following day they wrote stating '*we have now spoken to the Attorney appointed by our client who confirms that the purchase price is £70,000 and that the sum of £10,500 is being gifted to your client as a deposit.*'
30. In oral evidence, Mr Hammond confirmed that although his recollection was not great, he had not spoken to Mr Ahmed about the gifted deposit, but would have spoken to Mr Akhtar about it; i.e. that it was Mr Akhtar who confirmed the gift to himself. Mr Hammond confirmed that he had spoken to Mr Bennett of R W Skinner & Sons and was under the impression that Mr Bennett was in direct communication with Mr Ahmed. He stated that he had nothing to do with the transaction until the Power of Attorney had been signed.
31. On 6th August 2004 exchange and completion took place on the property, at £70,000, with £10,500 as a gifted deposit. Mr Hammond signed the contract for sale on behalf of Mr Ahmed, as his attorney. The TR1 was also dated 6th August 2004 and was signed by Mr Hammond as attorney to Mr Ahmed.
32. Also on that date, £59,500 was transferred to Mr Akhtar's solicitors who in turn transferred it to R W Skinner & Son. Their ledger shows that on completion, out of the £59,500, £14,774 went to discharge the existing charge and £44,306.64 was transferred to Mr Hammond with £419 going to their fee for the conveyance.
33. Mr Akhtar said that he then received £36,500 from Mr Hammond which he took out £ in cash to his father in Pakistan as part payment for the transaction. He was unable to say what happened with the balance of around £8,000. There was no evidence from Mr Akhtar to show the withdrawal of the £36,500. He had called for, but had not been provided with Mr Ahmed's bank statements at this time. Neither party had provided satisfactory evidence in this regard. Mr Akhtar stated that Mr Ahmed was able to get a

good exchange rate for cash and that he would then have put the money into one of his many bank accounts.

34. Mr Akhtar contends that he later bought a car for his father in Pakistan. The evidence produced in support of this is a receipt. That receipt states that the car was paid for by Mr Ahmed. When confronted with this, Mr Akhtar said that he had given his father the money in the first place. Additional sums were said to have been paid years later by Mrs Akhtar to Mr Ahmed.
35. In March 2006, Mr Akhtar re-mortgaged the property with Halifax, which, after a restructuring in 2007 resulted in Bank of Scotland again becoming registered as proprietor of the charge.
36. On 14th September 2011, DJ Butler made a suspended possession order in favour of Bank of Scotland due to mortgage arrears in the sum of £93,151.61.
37. Mr Ahmed says that in 2010 in the process of applying for a central heating grant he called for his title documents and it was only then that he discovered that the property was registered in his son's name. He says it was that discovery that gave rise to this application. Mr Akhtar states that his father has been put up to this application by his brother, Mr Ishfaq, who is motivated by revenge arising out of a family feud.

Burden of proof

38. Given the allegation of fraud that lies at the heart of this matter, the First Respondent (supported in this submission by the Second Respondent) contend that in assessing whether the application succeeds, the Applicant needs to establish his case on the balance of probabilities and to a high standard with cogent evidence. In that regard they rely on *Burns v. The Financial Conduct Authority* [2017] EWCA Civ 2140 and in particular on the passage from Kitchen LJ at para 185 that

'the more serious the allegation, the more cogent the evidence must be to overcome the inherent improbability that it occurred.'

39. Similar sentiments are found in *Re: H (sexual abuse, standard of proof)* [1996] AC 563, where Lord Nichols stated at 586

“The more serious the allegation the less likely it is the event occurred and hence the stronger should be the evidence before the court concludes that the allegation is established on the balance of probability. Fraud is less likely than negligence ...”

40. In *Daejan v. Benson* [2011] EWCA Civ 38, Sedley LJ stated at paragraph 86 that in relation to the burden of proof

“it is common for advocates to resort to this when the factual case is finely balance; but it is increasingly rare in modern litigation for the burden of proof to be critical. Much more commonly the task of the tribunal of fact begins and ends with its evaluation of as much of the evidence, whatever its source, as helps to answer the material questions of law. In nine cases out of ten this is sufficient to resolve the contest. It is only rarely that the tribunal will need to resort to the adversarial notion of the burden of proof to decide whether an argument has been made out, and the tribunal ought in my view not to be astute to do so; the burden of proof is a last, not a first, resort.”

41. The Court of Appeal in *Stephens v Cannon* [2005] EWCA Civ 222, put the position in more strident terms in that it was stated that the court should always strive to make a finding of fact and only resort to the burden of proof in exceptional cases as a matter of last resort when it could not reasonably make a finding.
42. Both counsel for the First and Second Respondent contended that in cases of fraud this approach was not appropriate and I should resort to the burden of proof, so that I should first consider whether the allegation of fraud was made out on a prima facie basis on the Applicant’s evidence alone, before moving onto see whether the First Respondent was able to rebut that case.
43. I do not see how the fact that fraud is alleged means that my approach to the case should be any different to any other civil proceedings in terms of burden of proof. What the allegation of fraud does, is to focus my attention on the serious nature of the allegation, and that I must bear in mind that in the normal course of events, fraud is an unlikely occurrence and that therefore if I am to find fraud, there must be cogent evidence of it. That is a consideration I do take into account when I come to evaluate the evidence as a whole to see whether I can determine the underlying issue in this case, which is, whether or not Mr Ahmed instigated, agreed to or was complicit in selling Victoria

Street to his son in 2004 or whether he was entirely unaware of that transaction in which case it follows that his son has committed a fraud on his father.

44. However, even if I were to concede to the Respondents approach to the burden of proof, in this case that is not so straight forward. Mr Akhtar admits that the Power of Attorney, which is central to this case, was not properly executed. At the time it is said his father signed it (and he was not even sure that his father had signed it) he and his father were in Pakistan. Mr Stone, the witness, was in the UK. Mr Akhtar accepts that despite what it says on the Power of Attorney, it was not signed in the presence of Mr Stone. That creates a new evidential hurdle for the First Respondent.
45. In *Shah v. Shah* [2001] EWCA Civ 527, it was common ground that although signed by the intended signatory, the deed had not been properly executed in accordance with s.1 of the Law of Property (Miscellaneous Provisions) Act 1989 in that the purported witness had not witnessed the signature. That was held not to be fatal to reliance on the deed. In that case it was the signatory, who sought to escape the consequences of signing by reliance on the defect. At paragraph 30 Pill LJ stated

“The perceived need for formality in the case of a deed requires a signature and a document cannot be a deed in the absence of a signature. I can detect no social policy which requires the person attesting the signature to be present when the document is signed. The attestation is at one stage removed from the imperative out of which the need for formality arises. It is not fundamental to the public interest, which is in the requirement for a signature. Failure to comply with the additional formality of attestation should not in itself prevent a party into showing possession an apparently valid deed has come from alleging that the signature should not be permitted to rely on the absence of attestation in his presence. It should not permit a person to escape the consequences of an apparently valid deed he has signed, representing that he has done so in the presence of an attesting witness, merely by claiming that in fact the attesting witness was not present at the time of signature.”

And at paragraph 33

“... For the reason I have given the delivery of the document, in my judgment, involved a clear representation that it had been signed by the third and fourth defendants in the presence of the witness and had, accordingly been validly executed

by them as a deed. The defendant signatories well knew that it had not been signed by them in the presence of the witness, but they must be taken also to have known that the claimant would assume that it had been so signed and that the statutory requirements had accordingly been complied with so as to render it a valid deed. They intended it to be relied on as such and it was relied on. In laying down a requirement by way of attestation in section 1 of the 1989 Act, Parliament was not, in my judgment, excluding the possibility that an estoppel could arise to prevent the signatory relying upon the need for the formalities required by the section.”

46. Therefore given that Mr Akhtar accepts that the Power of Attorney was defective in that the witness, did not witness the signature, in order to rely on the effectiveness of that document, the burden of proof was on him to establish that the signature was that of his father. In those circumstances, it could be said that if a strict approach were to be taken to the burden of proof it rested on him.

Discussion

47. Having carefully considered the documents, the statements and the oral testimony, there is cogent evidence that this was a fraud by Mr Akhtar on his father and I so find.
48. I have already indicated above some of my views on the evidence. The Applicant's evidence as to the forged signature and the lack of attesting witness (which was not contested) as well as the lack of payment is sufficient to discharge any burden of proof, should I have needed to resort to the same. Even taking into account the fact that the Applicant's evidence could not be challenged, and so treating it with caution, the transaction, in particular the need for a Power of Attorney, calls for an explanation, which was not provided.
49. Mr Akhtar's explanation initially tested credulity and became less believable on closer examination and consideration. He maintained that he was close to his father, he had lived with him for 40 years and the proposed transaction was to buy his house, but let him remain living there. However, there was very little evidence of any discussions with his father over this transaction. Mr Akhtar was unable to assist with anything his father had told him as to why he wanted to sell to him, why a power of attorney was necessary and why the sale had to complete in August (when Mr Ahmed was in Pakistan) and not wait the following month when he returned to the UK.

50. Further, Mr Akhtar's case relied on Mr Ahmed being in communication with R W Skinner & Sons to the extent that he was not only giving direct instructions, but also that he was able to provide them with personally signed documents up to June 2004. It therefore is not credible that he would have instigated the use of a power of attorney, particularly when Mr Akhtar also maintains that his father was culturally embarrassed about the sale.
51. The other, more obvious reason why a power of attorney was used was in order that the proceeds of sale could be paid to the attorney, rather than Mr Ahmed. This advantaged Mr Akhtar. The attorney was an old friend of his and Mr Akhtar accepted that he had at least £36,500 of that sum as well as title to the property. Mr Hammond stated that he had no direct dealings with Mr Ahmed. So it followed that when he paid over money to Mr Akhtar, he did so at Mr Akhtar's request, rather than being directed to do so by Mr Ahmed.

Conclusion

52. The Power of Attorney was forged and Mr Ahmed was not knowingly a part of the transaction. Mr Akhtar caused the forgery and accordingly the register should be altered, Mr Akhtar appearing as a registered proprietor by mistake and as a result of his own fraud.
53. Accordingly, I will direct that the registrar give effect to the Applicant's application as if the Respondent's objection had not been made.
54. The Applicants may make an application for an order for costs within 28 days of the date of this decision, accompanied by a detailed schedule of costs. The Respondents may make any submissions as to liability or quantum within 28 days of the service of that application, and the Applicants will then have a further 21 days to respond.

Judge Dovar

Dated this 10th October 2018

By order of the Tribunal