



[2019] UKFTT 0046 (PC)

REF/2015/0328

**PROPERTY CHAMBER LAND REGISTRATION
FIRST-TIER TRIBUNAL
IN THE MATTER OF A REFERENCE
UNDER THE LAND REGISTRATION ACT 2002**

BETWEEN

MUHAMMED SAUDAGAR AND MOHAMMED BASHIR

APPLICANTS

and

MOHAMMED PARVEZ AND PARVEEN AKHTAR

RESPONDENTS

Property Address: 204 Hales Lane, Smethwick B67 6RH

Title Number: WM449172

Before: Judge Owen Rhys

Sitting at: Centre City Tower, Hill St, Birmingham

On: 22nd and 23rd October 2018

O R D E R

IT IS ORDERED that the Chief Land Registrar shall give effect to the Applicants' application in Form AP1 dated 24th February 2014.

Dated this 7th day of December 2018

Owen Rhys

BY ORDER OF THE TRIBUNAL





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Applicant representation: Mr Rai of Counsel instructed by Khan & Co
Solicitors

Respondent representation: Mr Shale of Counsel instructed by Arris Legal
Solicitors

DECISION

THE APPLICATION

1. The Respondents are brother and sister. Ms Parveen Akhtar is the registered proprietor of the property known as 204 Hales Lane, Smethwick under title number WM449172 ("the Property"). The Applicants are father and son. Mr Bashir (the son) and Ms Akhtar were married on 5th May 1996 by means of an

Islamic ceremony which is not recognised under English law. They had four children together. On 1st December 2005 the Applicants purchased the Property and were registered as proprietors as tenants in common in equal shares. By a TR1 dated 29th July 2013 (“the Transfer”) the Property was, or was purportedly, transferred from the Applicants to Ms Akhtar and she was registered as proprietor on 1st August 2013. On 13th August 2013 Ms Akhtar executed a Declaration of Trust to which her brother Mohammed Parvez was also party. On 19th August 2013 the Respondents applied for and obtained the entry of a Restriction to protect the Declaration of Trust. On 25th February 2014 the Applicants applied in Form AP1 for rectification of the register to remove Ms Akhtar and reinstate themselves as registered proprietors. The Applicants claim that they did not sign the Transfer which is a forgery and therefore void and of no effect. They claim that the register should be rectified on the grounds of mistake. The Respondents objected on the grounds that the Transfer had been validly made. The dispute was referred to the Tribunal on 6th May 2015.

THE APPLICANTS' CASE

2. The Applicants’ case is relatively simple. Mr Bashir says that he lived at the Property with Ms Akhtar and the children of the marriage from 2007 onwards. Mr Saudagar, his father, also lived at the Property on and off. It is said that the relationship between Ms Akhtar and her husband was difficult, and they separated and reconciled on various occasions. Eventually, in May or June 2013, Mr Bashir came home from work to find that he had been locked out of the Property. Her brother Mr Parvez acted as a go-between. He told Bashir that Ms Akhtar would only be reconciled to him if the Applicants transferred the Property to her. He refused to do this. Subsequently, he received a series of divorce notices from the Islamic Shar’ee Council culminating in a Certificate dated 11th September 2013 dissolving the Islamic marriage. Mr Bashir was told that Ms Akhtar was travelling to Pakistan to re-marry. While she was away, he retook possession of the Property – for security reasons, he claims. On Ms Akhtar’s return to the UK she in turn took possession of the house. The Police were involved, and in the event Mr Bashir took no further steps to recover possession. However, he contacted Mr Parvez, who, according to Mr Bashir, “taunted him” that the

Property no longer belonged to him and had been transferred to Ms Akhtar. This conversation took place on or about 1st January 2014. The Applicants then contacted the Police, who advised them to make enquiries with the Land Registry. They ascertained from the Land Registry that they were no longer the registered proprietors, and on 24th February 2014 made the application in Form AP1 which is now in dispute. The Applicants' case is that all the documents relating to the transfer of ownership to Ms Akhtar were forged, and that they have been the victims of fraud.

THE RESPONDENTS' CASE

3. Their case is equally simple. They say that, in view of Mr Bashir's long term physical and mental abuse, Ms Akhtar and he agreed to separate. A Separation Agreement was drawn up, which both parties signed. Following on from that agreement, the Applicants agreed to transfer the Property to Ms Akhtar by means of the Transfer, and she was registered accordingly. She executed the Declaration of Trust in order to secure the interests of their children, who were named as beneficiaries. These dealings were conducted through two firms of solicitors – Oliver Charles and Parmars – and the Separation Agreement was negotiated through a Mr Omar who “mediated” the agreement. The documents were regular and signed by the necessary parties. They deny the allegations of fraud. They say that Mr Bashir voluntarily agreed to transfer the Property to Ms Akhtar, but changed his mind when he realised that she had remarried.

THE ISSUES

4. The primary issue, therefore, is whether the Transfer was a genuine document, or whether the signatures of the Applicants were forged. If they were, the document submitted to the Land Registry and leading to the registration of Ms Akhtar as sole proprietor would have been a nullity. It follows that the registration would have been effected in error. That allows the Land Registry to rectify the register under Sch.4 para.5(a) of the Land Registration Act 2002 (“LRA 2002”). If Ms Akhtar was involved in the fraud, there is no question of her, as proprietor in possession, of having the protection afforded by para. 6(2). The contrary has not been argued. Para. 6(3) provides that in the absence of exceptional circumstances – and none has been put forward by the Respondents – the register must be

rectified to correct a mistake. The allegations made by the Applicants are, of course, very serious, and must be proved to the satisfaction of the Tribunal. The well-known passage from paragraphs 74 in the speech of Lord Nicholls in Re H & Ors (minors) [1995] UKHL 16 deals with this point: *“Although the result is much the same, this does not mean that where a serious allegation is in issue the standard of proof required is higher. It means only that the inherent probability or improbability of an event is itself a matter to be taken into account when weighing the probabilities and deciding whether, on balance, the event occurred. The more improbable the event, the stronger must be the evidence before, on the balance of probability, its occurrence will be established.”*

THE BACKGROUND

5. The brief summary of the parties' cases does not convey the full flavour of the dispute. For example, Mr Bashir agrees that in 2009 he was convicted of conspiracy to supply heroin, and sentenced to seven years imprisonment, of which he served three and a half years. He alleges that Ms Akhtar was also involved, and initially he had made a statement to the Police implicating him, but had withdrawn the statement after pressure from Ms Akhtar and Mr Parvez and threats of violence. He says that Mr Parvez was connected with criminals, and he took seriously the threat that he would never see his children again if he maintained his statement. In the event, Mr Bashir was convicted and Mr Parvez was not charged. On 4th July 2011 a Confiscation Order was made against Mr Bashir under the Proceeds of Crime Act 2002, to pay the sum of £175,000 to HMCTS within 12 months, in default of which he would serve an additional two years in prison. The order records that the value of the benefit received by Mr Bashir from his *“general criminal lifestyle”* was £500,000. There is a list of his realisable assets including the Property, which is allocated a value of £112,580. The valuation of Mr Bashir's interest is £56,000, no doubt reflecting the fact that it was jointly owned with his father. The identities of various other assets are redacted in the copy Order provided by the Applicants, but evidently the total valuation of Mr Bashir's interest must have been approximately £120,000. According to Mr Bashir's evidence – which is not disputed in this respect – his parents sold assets in order to discharge the Confiscation Order and he therefore

incurred a debt to them. He told Ms Akhtar that he would have to sell the Property to repay them. He was released from prison in 2012.

6. Ms Akhtar and her brother make various serious allegations about Mr Bashir's conduct. He denies these allegations, and I am not in a position to make any findings on this point, which is not directly relevant to the issues in this case. It is common ground that there were matrimonial difficulties between Ms Akhtar and Bashir which led to a separation and divorce. The chronology is as follows:

- (1) On 19th July 2013 the Islamic Family Tribunal of UK ("the Tribunal") wrote to Bashir notifying him that Ms Akhtar had applied to it requesting her marriage to be annulled.
- (2) On 26th July 2013 a Deed of Separation was entered into between Mr Bashir (1) and Ms Akhtar (2). The authenticity of this document is challenged by Mr Bashir and I shall consider it in more detail below. It purports to have been signed by Mr Bashir and witnessed by Mr Mohammed Omar whose address is given as "*Medina BM Ground Flr, 1 Victoria Square, Birmingham B1 1BD*". It is also signed by Ms Akhtar, and witnessed by the same Mr Omar.
- (3) On 29th July 2013 the Transfer was purportedly executed, whereby the Property was transferred to Ms Akhtar. The authenticity of this document is challenged by the Applicants. The witness to the signatures is that of Mr Mohammed Omar.
- (4) On 31st July 2013 the Tribunal sent out a Second Reminder, requiring Mr Bashir to respond to Ms Akhtar's application, failing which it would consider annulling the marriage without further reference to him.
- (5) On 1st August 2013 Ms Akhtar was registered as sole proprietor of the Property.
- (6) On 13th August 2013 Ms Akhtar executed a Declaration of Trust, whereby she declared that she held the Property on trust for herself and her (and Bashir's) four children in equal shares. Mr Parvez was also party to this document. Under clause 2 Ms Akhtar covenanted with Mr Parvez that she would not sell the Property without his written consent. Under clause 4

she covenanted with Mr Parvez that she would pay all sums due under “*the Mortgage*” and keep him indemnified against all liabilities under “*the Mortgage*”. She also covenanted to discharge “*the Mortgage*” out of the proceeds of sale of the Property when sold. The signatures were witnessed by a Mr Parmar. As far as the evidence shows, there was no mortgage on the property at that time so the references to the mortgage are curious to say the least.

- (7) On 19th August 2013 a Restriction was entered against the title to the Property to protect the Declaration of Trust.
- (8) On 11th September 2013 the Islamic Shar’ee Council U.K pronounced the annulment of the Islamic marriage between Ms Akhtar and Mr Bashir.
- (9) On 21st February 2014 the Applicants applied to the Land Registry in Form AP1 to rectify the register of the Property to remove Ms Akhtar and reinstate themselves as proprietors.

THE EVIDENCE

7. Both Applicants made witness statements upon which they were cross-examined. Mr Saudagar has a poor command of the English language and gave his evidence through an interpreter. They also rely on the report of a forensic document examiner, Mr James McNally, although he was not called to give evidence. For the Respondents, both Ms Akhtar and Mr Parvez had made very brief statements, in which they make various allegations concerning physical and mental abuse by Mr Bashir. They also gave live evidence. In addition, Mr Mohammed Omar and Mr Dinesh Parmar made statements, on which they were cross-examined. There is a complete conflict of evidence between the parties.
8. **Mr Bashir.** His evidence was that he had returned to live with Ms Akhtar and his children at the Property after his release from prison in 2012. Ms Akhtar wanted him to marry her in accordance with English law, and even arranged an appointment at West Bromwich Registry office for that purpose. However, he never agreed to marry her and did not do so. In May or June 2013 Ms Akhtar told him that she no longer wished to have a relationship with him, and excluded him from the Property. Mr Bashir hoped to reconcile with her, and Mr

Parvez, her brother, acted as an intermediary. He told Mr Bashir that Ms Akhtar would only get back with him if he transferred the Property to her. He refused to do this.

9. **Mr** Bashir received the various notices from the Islamic Council and the final Islamic Divorce certificate, to which he did not respond. Mr Parvez told him that Ms Akhtar was going to Pakistan where she was intending to remarry. On 30th December he passed by the Property and noticed that a window had been left open, it was raining heavily, "*and on inspection it appeared vacant.*" He spoke to Mr Parvez, and informed him that he was changing the locks on the Property and to inform Ms Akhtar that she was no longer permitted to live there with her new husband. He did change the locks, but on the following day Ms Akhtar entered by breaking the locks. The Police were involved and eventually Bashir agreed that Ms Akhtar and the children could stay in the Property. Bashir told the Police that he owned the Property, but Ms Akhtar said the same. Shortly afterwards, Mr Parvez telephoned him, and "*taunted*" him that the Property was no longer his, had been transferred to Ms Akhtar, and there was nothing that Mr Bashir or his father could do about it. The Applicants immediately contacted the Police, and then the Land Registry, and eventually this application was made in February 2014. He did not deviate from this narrative under cross-examination.
10. During his cross-examination, he agreed that he was unable to read or write. He was pressed about the confiscation proceedings that had taken place in 2011. It was put to him that he had not made proper disclosure of all relevant documents. Mr Shale (for the Respondents) suggested that there would have been a report to the Judge as to Mr Bashir's assets, leading up to the eventual order. He questioned why the copy order was not complete since certain assets had been redacted. Mr Bashir admitted that the confiscation proceedings had been reopened after he had received an endowment payment from Legal & General and discharged the mortgage on another property, 52 Rosefield Road. Mr Shale suggested that Mr Bashir had something to hide, and had not asked the solicitors Salans, who initially acted for him in the criminal proceedings, for documentation. He insisted that he had disclosed all the documents that he had. Mr Shale suggested that one of the reasons for transferring the Property was to

“keep the property away from the government”. Bashir denied this and replied that he had paid everything that he had been ordered to pay by the courts.

11. **Mr Saudagar.** He is 87 years of age. He had come to this country in 1958, and worked in foundries. As I have said, his command of English is poor and he gave evidence through an interpreter. He too cannot read or write. He had made a witness statement which had been read to him and which he had understood. He confirmed Mr Bashir’s evidence, stating that he had never met Mr Omar, had never agreed to transfer his share in the Property to Ms Akhtar, and had never signed the Transfer. He said that he had never provided any documents of identity to Mr Omar, but he had possibly left some behind at the Property and Ms Akhtar may have found them. This was by way of explanation for the fact that an expired passport, and a Council Tax bill and HMRC letter addressed to him at the Property, were apparently provided by Oliver Charles solicitors as evidence of Mr Saudagar’s identity when registering the Transfer. He also said that he had no reason to pass his share of the Property to Ms Akhtar, since Bashir still owed him money from the confiscation liability.
12. His version of events was challenged by Mr Shale. It was put to him that he had a motive to give the Property to Ms Akhtar, namely to make provision for his grandchildren. It was put to him that he had made provision for them in his Will, and that he had offered Ms Akhtar’s children land in Pakistan. He agreed that he did these things, but denied that he had ever been asked by Mr Bashir to transfer the Property to Ms Akhtar and that he had done so.
13. **Mr McNally.** He is a qualified forensic document examiner and was asked to give his expert opinion on the authenticity of the Applicants’ signatures on the Transfer, and Mr Bashir’s signature on the Deed of Separation. He was only able to give a qualified opinion on these matters, largely due to the fact that he was only given one specimen genuine signature in each case. However, despite this limitation, he expressed the view that there was *“strong”* support for the view that Bashir did not sign either document, and *“moderate”* support for the view that Mr Saudagar did not sign the Transfer. Mr McNally was not called to give oral evidence and he could not therefore be cross-examined on his statement.

14. **Ms Akhtar.** Much of her written evidence focused on her allegations of abuse by Bashir. I therefore allowed Mr Shale to ask his client some supplementary questions. It was her evidence that Mr Omar came to see her at the Property on two occasions. He told her that he had been in touch with Mr Bashir and her brother. She never saw or discussed the separation with Mr Bashir face to face. All her dealings were with her brother and Mr Omar. The third time that she saw Mr Omar was at his office when she signed the Transfer. In cross-examination she confirmed that her brother handled most of the dealings with Mr Omar and she was “*on the sidelines*”. She denied that she was party to any fraud. In re-examination she confirmed that Mr Saudagar did live at the Property from time to time but never permanently – there were other houses available to him. She agreed that Mr Bashir “*came and went as he chose*”.
15. **Parvez.** His written evidence also focused on Mr Bashir’s alleged behaviour. He accepted that he had seen Mr Omar on 5 or 6 occasions, mostly at his office. In cross-examination he said that he had contacted Mr Omar “*on the say so*” of Bashir. In re-examination, however, he said that he had given Bashir Mr Omar’s telephone number – a number which he already had. Bashir of course denied ever receiving this number, but evidently Mr Omar was known to Mr Parvez. Mr Parvez insisted that he and Bashir had negotiated the terms of the Separation Agreement. Mr Bashir had told him “*that he was going to do the right thing*”. In re-examination he confirmed that Bashir had called him and told him that he had seen an open window at the Property, had gone inside and had found the house empty. This tallies exactly with Mr Bashir’s evidence, which had been challenged in his cross-examination. Mr Parvez denied that he was party to any fraud.
16. **Mohammed Omar.** He changed his name (from Mohammed Omar Ghanti) as a result of being struck off as a solicitor (see below). He is the central figure in this story. The Respondents say that he brokered the agreement between Mr Bashir and Ms Akhtar which became the Separation Agreement, he witnessed the parties’ signatures on the Transfer, and arranged for the Declaration of Trust to be witnessed by his friend Mr Parmar. By contrast, both Applicants insists that they

have never met Mr Omar and that he was part of a conspiracy to defraud them of title to the Property. He vigorously denied this.

17. **Dinesh Parmar.** Mr Parmar made a witness statement on which he was cross-examined. He states that he is “*currently assisting my father in the family business known as Parmar Estates an Estate Agency*”. That does not tell the whole story. It seems that he was a solicitor in practice until 24th September 2013, when he voluntarily gave up his practising certificate by way of compromising disciplinary proceedings against him. At paragraph 6 of his statement he says that “*I had no involvement with respect to the transfer of the property*”. In cross-examination, however, “*I drafted the document and sent it to Omar*” – the document being the Transfer. He said that he meant that he did not see the clients, but drafted the Transfer on the basis of Mr Omar’s request. He said there was a great friendship between him, Mr Omar and Oliver Charles. He also said that he gave Mr Omar the bill from Oliver Charles. It may be noted that the Declaration of Trust was witnessed by him, but his stamp states “*Parmars Estate Finance Insurance*”. There is no mention that he is a solicitor. He confirmed that he kept no records whatsoever relating to the Declaration of Trust.

FINDINGS OF FACT

18. Having heard the evidence, and seen the witnesses, my findings are as follows:

- (1) Mr Bashir was excluded from the Property in May or June 2013 and entered into discussions with Mr Parvez with a view to achieving a reconciliation with Ms Akhtar, in the course of which he was told that she would only be prepared to take him back if he gave her the house. This he refused to do.
- (2) Ms Akhtar then initiated Islamic divorce proceedings on 19th July 2013, to which Bashir never responded.
- (3) At around this time Mr Parvez or Ms Akhtar – probably Mr Parvez – conceived the idea of initiating a scheme for the transfer of the Property to Ms Akhtar.

- (4) Mr Parvez contacted Mr Omar who, I find, was already known to him. Mr Omar drew up the Separation Agreement which was signed by Ms Akhtar. This was never discussed with either or both of the Applicants. Mr Bashir did not sign the document.
- (5) Mr Omar completed the details on the Transfer. The purported signatures of Mr Saudagar and Mr Bashir were applied to the document by someone other than themselves. Mr Omar signed as witness but did not in fact witness their genuine signatures. Ms Akhtar signed the Transfer and Mr Omar witnessed her signature.
- (6) The Applicants' identification documents were taken by one or both of the Respondents from the Property.
- (7) The Declaration of Trust was also drafted by Mr Omar as part of the same scheme. The Declaration was signed by Ms Akhtar and Mr Parvez in the knowledge that the Applicants' signatures on the Transfer were forged.

19. To a great extent the resolution of these conflicting accounts must depend on my assessment of the witnesses and their credibility. In this regard, Mr Omar is the key witness. On the Respondents' case he took instructions from Mr Bashir as to the contents of the Separation Agreement. On his evidence, he met the Applicants on more than one occasion and acted on their instructions. My observations on his evidence are as follows:

- (1) Mr Omar has made two witness statements, and he also wrote an account of his involvement with the parties in a letter dated 14th March 2014, in response to enquiries by the Applicants' solicitors.
- (1) He demonstrated obvious partiality: "*I can confirm that Mr Bashir initiated these proceedings and that I have no doubt whatsoever that the application he now makes is based on his animosity and personal vendetta against the respondent and her family.*" [WS1 para.8]
- (2) He was contacted by the Respondents. He admits to having 5 or 6 meetings with Ms Akhtar and Mr Parvez. He actually went to her house on two occasions. Mr Parvez had his telephone number and the inference must be that he already knew him.

- (3) His evidence was inconsistent in some respects. In his first witness statement he says that he was initially approached by the Respondents. In his second he says “*I was contacted on my mobile phone by a person who introduced himself as Mr Bashir.*” “*In or around May 2013 I was approached by telephone by Mr Mohammed Bashir who requested that he meet with me in order to discuss a private matter.*”. In his letter dated 14th March 2014 he wrote: “*As I recall I was contacted by the family, possibly Mr Bashir in relation to his ongoing family matter.*”
- (4) Under cross-examination, Mr Omar said that he works for “*the community*” solely on a pro bono basis, and never charges fees for his work. He was very insistent about this. In his second witness statement he says: “*The Tribunal will note that I am an independent consultant providing business advice and consultancy to the Muslim community in the main. Some of my work is pro bono as I assist members of our community. I provide assistant [sic] in relation to assisting with documents, drafting letters on their behalf and/or guiding them through any difficulties that they may have.*” In the present case, Mr Omar on his own evidence admits that he negotiated and drafted the Separation Agreement, mediated between Mr Bashir and Ms Akhtar, witnessed the Transfer, provided a first draft of the Declaration of Trust, and instructed Dinesh Parmar to carry out the legal formalities. Oliver Charles, the Solicitors who acted, charged a fee. In my view it is inconceivable that Mr Omar would have undertaken this amount of work without charging a fee. As his second witness statement makes clear, only some of his work is pro bono, but he also charges. This contradicts his statement in cross-examination that he never charges for his work. It may be noted that he gives his occupation as “*Legal Consultant*” by his signature on the Transfer.
- (5) Previous conduct. Mr Omar had previously practised as a solicitor, but had been struck off in 2010. When he was asked about this in cross-examination, he said that there had been a misunderstanding, and he had broken professional rules by wrongly charging a disbursement as profit

costs. In fact, it appears from the findings of the Solicitors Disciplinary Tribunal (see the Transcript dated 19th December 2010), that Mr Omar “*had been deliberately dishonest in overcharging his clients*” by at least £169,000.

- (6) The transaction itself. According to Mr Omar, he acted as a go-between and brokered the Separation Agreement, and then dealt to some extent with the Transfer and Declaration of Trust. He gives no proper explanation why the Separation Agreement, Transfer and declaration of Trust were not deal with at the same time. According to him, he drafted the Separation Agreement, and a first draft of the Declaration of Trust. However, he insists that he left the drafting of the Transfer to Mr Parmar because he was not a conveyancer. The Transfer is of course a pro forma document obtainable online, and merely requires the entry of a few basic details in the relevant boxes. I do not accept that he would ask Mr Parmar to draft this simple document, when he felt no reservations in drafting the Deed of Separation and Trust Deed. As it happens, the Transfer makes no mention of the Deed of Separation, and the consideration is expressed to be “*natural love and affection*”. According to Mr Omar he gave the blank Transfer to Mr Parmar, who, having completed the blanks, then returned it to Mr Omar to obtain signatures from the parties. However, the opposite method was used for the Declaration of Trust. Although Mr Omar accepts that he provided a first draft, for some reason it was then taken to Leicester by Ms Akhtar and Mr Parvez where they signed it in Mr Parmar’s presence. Leicester Solicitors, Oliver Charles, were then used to effect registration both of the Transfer and the Declaration of Trust at the Land Registry.
- (7) This whole procedure would be unnecessarily convoluted, had the transaction had been genuine. It is far more likely, in my judgment, that the transaction was not genuine. The to-ing and fro-ing between Birmingham and Leicester, and Mr Omar, Mr Parmar and Oliver Charles, was designed to provide some sort of spurious cover for what was essentially a fraud on the Applicants.

20. Mr Bashir struck me as being an unsophisticated individual. He admits to being illiterate, and I think he was genuinely confused by some of the questions put to him by Mr Shale in relation to the confiscation proceedings. His evidence in cross-examination was consistent and I regard him as a witness of truth. Mr Saudagar was hampered by his inability to speak English and again he accepted that he was illiterate. However, he was not in any way shaken in cross-examination. He was in a difficult position, because he clearly has affection for his grandchildren and wishes to benefit them financially. However, he was adamant that he had never signed or authorised the Transfer. Ms Akhtar has clearly been badly affected by her relationship with Mr Bashir. Of course I am not in a position to make any findings of fact as to the nature of the relationship and the allegations of abuse. However, her perception that she had been badly treated by Mr Bashir appeared genuine. Mr Parvez was clearly a much more worldly and able individual compared to Mr Bashir, and his desire to help his sister was obvious. Regrettably, however, I found myself unable to accept their evidence on the central issues in the case. It seems to me that they believed themselves entitled to carry out the fraudulent transaction in order to secure the future of Ms Akhtar and her children, perhaps reasoning that Mr Bashir ought to have made this provision even if he had refused to do so. Clearly Mr Parvez made no immediate financial gain from the transaction and appears to have acted for his sister's benefit. The final witness was Mr Parmar, who I found to be a glib and evasive witness whose evidence I cannot rely upon.

21. Furthermore, in considering the evidence, I am also entitled to take into account the inherent probabilities. The following points can be made:

- (1) The Applicants bought the Property in 2005, and it was vested in their joint names as tenants in common in equal shares. Mr Saudagar had made a substantial contribution to its purchase.
- (2) It remained registered in their names throughout the period of Mr Bashir's imprisonment.
- (3) It is common ground that there were matrimonial difficulties between Ms Akhtar and Mr Bashir culminating in their separation in 2013.

- (4) When the Tribunal notified Mr Bashir of Ms Akhtar's application for an Islamic divorce, Mr Bashir took no steps to contest it or participate in the process.
- (5) The Separation Agreement is dated 26th July 2013, one week after the first notice of the intended divorce, yet it makes no reference to the divorce proceedings.
- (6) The Transfer makes no reference to the Separation Agreement but simply refers to consideration of natural love and affection.
- (7) On any footing Mr Saudagar had a substantial interest in the Property, and was owed money by his son in relation to the confiscation proceedings. It is unlikely in my view that he would voluntarily give up all interest in the Property.

22. Accordingly, I have reached the conclusion that the signatures on the Transfer were forged, and the document is a nullity. I find that Ms Akhtar was aware of the forgery and I shall therefore direct the Chief Land Registrar to cancel the Applicant's application in Form AP1 dated 24th February 2014. In this Tribunal, costs generally follow the event (see paragraph 9.1 of the Practice Direction dated 30th July 2013). If the Applicants wish to claim costs, they should file with the Tribunal and serve on the Respondents no later than Friday 21st December 2018 a costs statement. The Applicants may respond no later than Friday 11th January 2019, and I shall then consider the file with a view to carrying out a summary assessment if possible.

Dated this 7th day of December 2018

Owen Rhys

BY ORDER OF THE TRIBUNAL

