

PUBLIC RECORD

Dates: 24/10/2022 - 02/11/2022

Medical Practitioner's name: Dr Bhanu VARUPULA
GMC reference number: 6108764
Primary medical qualification: MB BS 2002 NTR University of Health Sciences

Type of case	Outcome on facts	Outcome on impairment
New - Misconduct	Facts relevant to impairment found proved	Impaired

Summary of outcome

Erasure

Immediate order imposed

Tribunal:

Legally Qualified Chair	Mr Charles Thomas
Medical Tribunal Member:	Professor Alastair McGowan
Lay Tribunal Member:	Ms Jenny Portway
Tribunal Clerk:	Ms Evelyn Kramer

Attendance and Representation:

Medical Practitioner:	Not present and not represented
Medical Practitioner's Representative:	n/a
GMC Representative:	Ms Shirlie Duckworth, Counsel

Attendance of Press / Public

In accordance with Rule 41 of the General Medical Council (Fitness to Practise) Rules 2004 the hearing was held partly in public and partly in private.

Overarching Objective

Throughout the decision making process the tribunal has borne in mind the statutory overarching objective as set out in s1 Medical Act 1983 (the 1983 Act) to protect, promote and maintain the health, safety and well-being of the public, to promote and maintain public confidence in the medical profession, and to promote and maintain proper professional standards and conduct for members of that profession.

Determination on Facts - 28/10/2022

1. This determination will be handed down in private. However, as this case concerns Dr Varupula's misconduct a redacted version will be published at the close of the hearing.

Background

2. Dr Varupula qualified as a doctor in 2002 from the NTR University of Health Sciences in Andhra Pradesh, India.

3. The Allegation that has led to Dr Varupula's hearing can be summarised as follows: between October 2018 and August 2020 Dr Varupula asked seven work colleagues, with whom he was working at various Trusts, and a further patient (who was also a doctor), to lend him money. It is alleged that Dr Varupula abused his position as a consultant, provided false reassurance that he could repay the monies loaned and gave false reasons for why he needed the monies. It is further alleged that on 15 March 2019 during a meeting with his Responsible Officer Dr Varupula made a false statement about the number of individuals he had approached for loans. It is alleged that Dr Varupula's actions were dishonest.

4. The initial concerns were raised with the GMC on 5 March 2019 by Dr A, one of the doctors that Dr Varupula had asked for money.

The Outcome of Applications Made during the Facts Stage

5. The Tribunal accepted the GMC's submissions, made pursuant to Rules 15 and 40 of the General Medical Council (Fitness to Practise Rules) 2004 as amended ('the Rules'), that notice of this hearing had properly been served on Dr Varupula, and granted its application, made pursuant to Rule 31 of the Rules, that this hearing should proceed in his absence. The Tribunal's full decision on these applications is included at Annex A.

6. The Tribunal granted the GMC's application to amend paragraphs 13.a, 14.a and 17.a of the Allegation under Rules 17(6) of the Rules. Ms Duckworth, on behalf of the GMC, made the application on the basis that references to paragraph 1.b. of the Allegation in the above paragraphs were plainly incorrect. She submitted that paragraphs 13.a, 14.a. and 17.a required amendment to refer to paragraph 1.a, namely the paragraph of the Allegation relating to Dr Varupula asking Dr A to lend him money.

7. Ms Duckworth submitted that this amendment could be made in the absence of Dr Varupula as the amendment amounted to correcting a drafting error in how the paragraphs of the Allegation had been cross-referenced. She submitted that there was no injustice to Dr Varupula as the facts upon which the Allegation was based remained entirely unchanged.

8. The Tribunal was satisfied that the amendments to the Allegation corrected typographical errors and did not alter the facts or evidence presented. Accordingly, the Tribunal determined that the amendment could be made without injustice and granted the GMC's application.

9. The Tribunal granted the GMC's application to amend paragraph 24 of the Allegation under Rule 17(6) of the Rules. Ms Duckworth, on behalf of the GMC, made the application to amend paragraph 24 on the basis that, as drafted, it did not accurately reflect the evidence in the case. Namely, it suggested that Dr Varupula had approached more than one other member of staff at North Devon Healthcare Trust (NDHT), when the evidence was that he had approached one other member of staff, Dr D. Ms Duckworth submitted that the amendment could be made without injustice as it narrowed, rather than broadened, the scope of paragraph 24. The Tribunal was satisfied that the amendment could be made without injustice to Dr Varupula as it more accurately reflected the paragraphs of the Allegation relating to Dr D and did not alter the evidence on which the GMC sought to rely which had been properly served on him. Accordingly, the Tribunal granted the GMC's second application to amend the Allegation.

The Allegation and the Doctor's Response

10. The Allegation made against Dr Varupula is as follows:

That being registered under the Medical Act 1983 (as amended):

1. In October and November 2018, when treating one of Dr A's relatives you:

a. asked Dr A to lend you money or words to that effect;

To be determined

b. obtained Dr A's personal telephone number from his mother;

To be determined

c. made reference to treating Dr A's relative when requesting money;

To be determined

d. offered to repay the money borrowed from Dr A with interest or the amount doubled, or words to that effect.

To be determined

2. You knew you could not afford to provide the money as referred to at paragraph 1.d.

To be determined

3. Your actions at paragraph 1.d were dishonest by reason of paragraph 2.

To be determined

4. In October 2018, you asked Dr B to lend you money.

To be determined

5. Around 2018 to 2019, you asked Dr C to lend you money.

To be determined

6. In March 2019, you asked Dr D to lend you money.

To be determined

7. In August 2020 you asked Dr E to lend you money.

To be determined

8. In August 2020 you asked Dr F to lend you money.

To be determined

9. When undertaking the actions at paragraphs 1-8 you abused your position as a consultant, in that you:

- a. targeted doctors in junior positions to yourself, and/or;

To be determined

- b. targeted doctors from XXX as you.

To be determined

10. You knew that the individuals at paragraphs 1, 5, 6, 7 and 8 would not/would be unlikely to refuse to lend you money due to their:

- a. junior position to you; and/or

To be determined

- b. XXX

To be determined

11. In March 2019 you asked Dr G to lend you money.

To be determined

12. In August 2020, when treating Dr H as a patient you abused your position as a consultant in that you:

- a. obtained Dr H's personal telephone number;

To be determined

- b. used Dr H's telephone number under the pretext of checking up on his health, to ask for money;

To be determined

- c. asked Dr H to lend you money;

To be determined

- d. undertook the action at paragraph 12.c when you knew Dr H had:

- i. recently been discharged from hospital;

To be determined

- ii. suffered a hypoglycaemic episode.

To be determined

13. You made repeated requests for further money when you were told by the individuals that they could not afford to lend further money to you in relation to the requests at:

- a. paragraph ~~1-b~~ 1.a;
Amended under Rule 17(6)
To be determined
- b. paragraph 5;
To be determined
- c. Paragraph 7;
To be determined
- d. Paragraph 8.
To be determined

14. You stated that you could repay individuals by a specific date when you received money in relation to the requests at:

- a. paragraph ~~1-b~~ 1.a;
Amended under Rule 17(6)
To be determined
- b. paragraph 5;
To be determined
- c. paragraph 6;
To be determined
- d. paragraph 8;
To be determined
- e. paragraph 12.c.
To be determined

15. You knew the statements at paragraph 14 were untrue because you could not pay them back on the stated dates.

To be determined

16. Your actions described at paragraph 14 were dishonest by reason of paragraph 15.

To be determined

17. You provided the respective individuals with payslips and/or screenshots of your bank account and/or timesheets in order to reassure them that you would pay them back in relation to the requests made at:

a. paragraph ~~1~~ 1.a;

Amended under Rule 17(6)

To be determined

b. paragraph 7;

To be determined

c. paragraph 8;

To be determined

d. paragraph 12.c.

To be determined

18. When you acted in the manner described at paragraphs 17. a, b, c and d above you knew that:

a. you could not and/or would not repay the individuals the monies loaned to you;

To be determined

b. your actions would provide false reassurance to the individuals that you could repay them the monies loaned.

To be determined

19. Your actions described at paragraph 17 were dishonest by reason of paragraph 18.

To be determined

20. When stating the reason for requesting the loans, you told:

- a. Dr A, that it was required to help you extended family back in India;
To be determined
- b. Dr B, that your dad needed some money;
To be determined
- c. Dr C, that you hadn't been paid by your locum agency;
To be determined
- d. Dr E, that it was for an emergency situation and a life and death situation;
To be determined
- e. Dr F, that it was required:
 - i. for your family members in India that were in ICU and you were paying privately for their treatment and you were running out of money;
To be determined
 - ii. for your family who were suffering with COVID, or words to that effect.
To be determined

21. You knew that when stating the reasons for requesting the loans at paragraphs 20.a, b, c, d, and e that:

- a. the reasons you gave were not true;
To be determined
- b. the loans were sought to cover XXX.
To be determined

22. Your actions at paragraph 20 were dishonest by way of paragraph 21.
To be determined

23. On 15 March 2019 during a meeting with your Responsible Officer at Northern Devon Healthcare Trust ('NDHT') you stated that you had not approached anyone else other than Dr G to lend you money.

To be determined

24. You knew that the statement at paragraph 23 was untrue because you had asked ~~other members~~ another member of staff at NDHT to lend you money.

Amended under Rule 17(6)

To be determined

25. Your actions described at paragraph 23 were dishonest by reason of paragraph 24.

To be determined

And that by reason of the matters set out above your fitness to practise is impaired because of your misconduct

To be determined

Witness Evidence

11. The Tribunal received evidence on behalf of the GMC from Dr A, who was called to clarify a matter in his evidence, namely when Dr Varupula commenced treating Dr A's relative. Dr A's witness statement was dated 5 September 2019.

12. The Tribunal also received evidence on behalf of the GMC in the form of witness statements from the following witnesses who were not called to give oral evidence:

- Dr B, at the time of events, junior doctor at Great Western Hospital in Swindon ('Great Western'). Witness statement dated 27 April 2022;
- Dr C, at the time of events, junior doctor at Great Western. Witness statement dated 29 April 2022;
- Dr D, at the time of events, junior doctor at North Devon Healthcare Trust (NDHT). Witness statement dated 26 August 2019;
- Dr E, at the time of events, junior doctor at Mid Yorkshire Hospitals NHS Trust ('Mid Yorkshire'). Witness statement dated 28 November 2021;
- Dr F, at the time of events, junior doctor at Mid Yorkshire. Witness statement dated 1 December 2021;
- Dr G, at the time of events, Consultant at NDHT. Witness statement dated 10 March 2022;
- Dr H, at the time of events, a patient at Mid Yorkshire being treated by Dr Varupula. Witness statement dated 2 December 2021;
- Dr I, Responsible Officer for NDHT, witness statement 19 November 2021.

13. Dr Varupula provided a written statement to the GMC, dated 13 January 2020, and some further comments about his actions in two emails, dated 9 March 2020 and 24 September 2020. No other correspondence was provided to the Tribunal on Dr Varupula's behalf.

Documentary Evidence

14. The Tribunal had regard to the documentary evidence provided by the parties. This evidence included but was not limited to:

- Dr A's email to the GMC, referring Dr Varupula, dated 5 March 2019;
- Text messages between Dr A and Dr Varupula, various dates between 30 October 2018 and 28 June 2019;
- Screenshots of payslips, timesheets and bank accounts sent by Dr Varupula to Dr A;
- Case Investigation Meeting Records conducted by Great Western, including interviews with:
 - Dr B, dated 15 January 2019;
 - Dr C, dated 22 January 2019
- Text messages between Dr B and Dr Varupula, various dates, commencing 26 October 2018;
- Text messages between Dr D and Dr Varupula, dated between 15 and 22 March 2019;
- Text messages sent to Dr G from Dr Varupula, dated 9 March 2019;
- Statements prepared for Mid Yorkshire Hospitals NHS Trust by:
 - Dr E, dated 7 October 2020;
 - Dr F, dated 28 September 2020;
 - Dr H, dated 25 September 2020;
- Text messages between Dr E and Dr Varupula, dated between 8 and 28 August 2020;
- Text messages between Dr F and Dr Varupula, various dates, commencing 24 August 2020;
- Text messages between Dr H and Dr Varupula, dated between 24 August and 21 September 2020;
- Email and letter correspondence between Dr I, Dr J, Dr Varupula's Responsible Officer and the GMC, dated between 15 and 26 March 2019.

The Tribunal's Approach

15. In reaching its decision on facts, the Tribunal has borne in mind that the burden of proof rests on the GMC and it is for the GMC to prove the Allegation. Dr Varupula does not need to prove anything. The standard of proof is that applicable to civil proceedings, namely the balance of probabilities, i.e., whether it is more likely than not that the events occurred.

16. In respect of the allegations that Dr Varupula acted dishonestly, the Tribunal applied the test laid down by the Supreme Court in *Ivey v Genting Casinos (UK) Ltd* [2017] UKSC 67 (*Ivey*), namely that the Tribunal should first ascertain subjectively the actual state of Dr Varupula's knowledge or belief as to the facts. Whether the belief is reasonable may be a matter of evidence, but reasonableness is not an additional requirement when considering whether the belief was genuinely held. The Tribunal should then ascertain whether his conduct was dishonest applying the objective standards of ordinary decent people.

17. The Tribunal had regard to Dr Varupula's previous good character.

Chronology of Events

18. The Tribunal considered that it was necessary to understand the chronology of events based on the evidence prior to considering each paragraph of the Allegation individually.

2017

19. In his written statement, Dr Varupula stated that by XXX

2018

20. While working as a Locum Consultant at Great Western, it is alleged that in October 2018, Dr Varupula asked Dr A and Dr B to lend him money.

21. It is also alleged that between 2018 and 2019, Dr Varupula asked Dr C, another junior doctor at Great Western, to lend him money. There was evidence before the Tribunal that as many as 14 doctors at Great Western were asked for money by Dr Varupula.

22. XXX

23. In November 2018, Dr Varupula's contract with Great Western was terminated.

2019

24. In March 2019, Dr Varupula was working at NDHT as a locum Consultant in Diabetes and Endocrinology.

25. In March 2019, it is alleged that Dr Varupula asked Dr D and Dr G to lend him money.

26. On 5 March 2019, Dr A referred Dr Varupula to the GMC.

27. On 15 March 2019, Dr Varupula's contract at NDHT was terminated with immediate effect by Dr I, once concerns had been raised by Dr G.

2020

28. In August 2020, Dr Varupula was working for Mid Yorkshire as a locum Consultant.

29. It is alleged that whilst at Mid Yorkshire, Dr Varupula asked Dr E, Dr F and Dr H to lend him money.

30. In September 2020, Dr Varupula left Mid Yorkshire.

The Tribunal's Analysis of the Evidence and Findings

31. The Tribunal went on to consider each paragraph of the Allegation separately and has evaluated the evidence in order to make its findings on the facts.

Paragraph 1 – Dr A

32. According to his statement, Dr A first met Dr Varupula in 2015 when they worked together on occasion in Herefordshire. Dr A stated that he noted Dr Varupula's presence in 2015 XXX.

33. Dr A next saw Dr Varupula again in October and November 2018, when a close relative of his was being treated by Dr Varupula at Great Western.

Paragraph 1.a

34. The Tribunal was first required to consider whether, when treating Dr A's relative, Dr Varupula asked Dr A to lend him money or words to that effect.

35. The Tribunal had regard to Dr A's statement, the text messages exchanged between Dr A and Dr Varupula and the referral Dr A made to the GMC concerning Dr Varupula's actions.

36. Further, the Tribunal had regard to Dr Varupula's written comments to the GMC which confirm that he requested money from a number of colleagues between 2018 and 2020.

37. The Tribunal accepted Dr A's consistent evidence that Dr Varupula had asked him for money in October and November 2018. This was corroborated by the contemporaneous text messages. Further, the Tribunal accepted that, in total, Dr A had loaned Dr Varupula £5000.

38. Accordingly, the Tribunal found paragraph 1.a of the Allegation proved.

Paragraph 1.b

39. The Tribunal then considered whether Dr Varupula obtained Dr A's personal telephone number from his mother.

40. In his statement, Dr A set out that Dr Varupula obtained Dr A's telephone number from his mum. The Tribunal had regard to the log of messages exchanged between Dr A and Dr Varupula. The first message sent by Dr Varupula to Dr A on 30 October 2018 states '*Hi mate, this is Bhanu. Got your number from Mummy...'*'.

41. The Tribunal accepted that the contemporaneous record of the message sent by Dr Varupula to Dr A confirms that Dr Varupula obtained Dr A's number from his mother.

42. The Tribunal therefore found paragraph 1.b of the Allegation proved.

Paragraph 1.c

43. The Tribunal then considered whether Dr Varupula had made reference to treating Dr A's relative when requesting money.

44. The Tribunal had regard to Dr A's witness statement:

'7... I felt like when he mentioned caring for my [close relative] whilst asking me for the money, this was emotional blackmail...

18. I felt as though Dr Varupula had blackmailed us. He spoke so nicely and politely to us, and reminded me that he was looking after my [close relative] when asking for the money...

27. If a doctor is able to approach a patient's relative, put them in a difficult position and put them under pressure to provide money, this is a huge concern. He was not my senior consultant at the time, he was looking after my [close relative]'

45. In his referral email to the GMC, Dr A wrote that Dr Varupula had told Dr A that *'he needed £2000, and made references to looking after my [close relative]; 'no need to worry, I am your [close relative]'s consultant','*

46. The Tribunal accepted Dr A's consistent evidence that Dr Varupula had made reference to his treatment of Dr A's close relative when requesting money from Dr A.

47. The Tribunal found paragraph 1.c of the Allegation proved.

Paragraph 1.d

48. The Tribunal considered whether Dr Varupula had offered to repay the money borrowed from Dr A with interest or the amount doubled or words to that effect.

49. The Tribunal had regard to the text messages Dr Varupula had sent to Dr A.

50. On 31 October 2018, following a request for money, Dr Varupula wrote *'Try as much as you can spare and I will make it up to additional 1k or so When repaying.'* Later that same day he wrote *'I will make your efforts worthwhile mate. Any sort of interest etc , I am quite happy to bare and will see how much more I can manage as a token of gratitude mate.'*

51. On 1 November 2018, Dr Varupula wrote to Dr A: *'I am in so desperate situation mate and I would want to tell you that I am prepared to give *double the amount* to you , whatever you can help me with now.'* Later that same day he reiterated that he would pay Dr A *'double the amount'*.

52. The Tribunal had regard to the messages and Dr Varupula's repeated suggestions that if Dr A loaned him more money he would do as much as he could *'to make your effort worth while'* or other words to that effect.

53. The Tribunal was satisfied that contemporaneous messages from Dr Varupula showed that he promised Dr A that the money he had borrowed would be repaid with interest or the amount doubled. The Tribunal therefore found paragraph 1.d proved.

Paragraph 2

54. The Tribunal then considered whether Dr Varupula knew that he could not repay the money he had been loaned by Dr A, with interest or double the amount.

55. The Tribunal had regard to the amount of money Dr A had loaned to Dr Varupula, a sum totalling £5000. It considered that to pay back that sum with interest, or to double it to £10,000 would be a significant amount of money to pay back.

56. The Tribunal was mindful that around the same time, Dr Varupula was asking for similarly large sums of money from Dr B.

57. In considering Dr Varupula's state of knowledge and belief, the Tribunal acknowledged that Dr Varupula, as a consultant was earning a significant income, as he sought to demonstrate to Dr A in his messages.

58. In his written statement, of January 2020, Dr Varupula had set out that from 2017 onwards he was XXX. XXX. By October of 2018 he was *"rotating"* who he could repay. He also wrote that *'I never imagined that I would be in a position that I would not be able to repay that small amounts, as I had regular salary and was always over confident.'*

59. The Tribunal was of the view that the context in which he requested money from Dr A was relevant. Dr Varupula's contention in his written statement was that he only asked colleagues for money. However, on Dr A's evidence, he had not been a colleague of Dr

Varupula's since 2015, had not been a close colleague even then, and had only been reintroduced to him because his close relative was being treated by Dr Varupula at Great Western. Further, Dr Varupula had encouraged Dr A to ask his family to assist him in providing additional money. The Tribunal considered that Dr Varupula asking Dr A, someone he did not know well and who was the relative of a patient he was currently treating, suggested XXX.

60. However, the Tribunal was not persuaded that Dr Varupula genuinely believed that he could have paid back Dr A his £5000 with interest or doubled to £10,000. Dr Varupula's messages to Dr A include more than one request for a large sum of money within around six days of first making contact with Dr A.

61. Considering Dr Varupula's actions in context, the Tribunal determined that he knew, in October and November 2018, that he could not afford to repay Dr A's loan with interest or double the amount owed.

62. Accordingly, the Tribunal found paragraph 2 of the Allegation proved.

Paragraph 3

63. The Tribunal went on to consider whether Dr Varupula had acted dishonestly when he offered to repay Dr A with interest or with the amount doubled despite knowing he could not afford to do so.

64. The Tribunal first applied the subjective test as set out in *Ivey*. It considered its finding that Dr Varupula knew at the time he told Dr A that he would repay him with interest or with double the amount that he could not afford to do so. Further, it considered that Dr Varupula's assertion that he believed he could pay those who had loaned him money back because he was in receipt of a salary and was '*over confident*', could not have been genuinely held given his XXX circumstances at that time. Dr Varupula must have known that his salary was not stopping him from getting into XXX. Therefore, the Tribunal determined that Dr Varupula's stated belief that he could repay this large sum was not genuinely held and that he knew that he did not have the money to repay Dr A with interest or with the amount doubled.

65. Further, the Tribunal had regard to the evidence that Dr A is still owed £4000. Dr A made repeated requests for the money during late 2018 and early 2019. He set Dr Varupula a

deadline for paying the money that he did not meet. Dr Varupula repaid £1000 to him on 22 March 2019 but there was no evidence that the rest had yet been repaid.

66. The Tribunal then considered the objective test as set out in *Ivey*. It determined that ordinary decent people would consider that Dr Varupula had acted dishonestly in stating that he could repay Dr A with interest or with the amount doubled when he knew that he could not afford to do so. Such a promise would serve as an incentive to persuade Dr A to lend the money at a point in time when Dr A was reluctant because neither he nor his family could really afford to do so.

67. Therefore, the Tribunal found paragraph 3 of the Allegation proved.

Paragraph 4 – Dr B

68. The Tribunal then considered whether, in October 2018, Dr Varupula had asked Dr B to lend him money.

69. In his statement, Dr B said:

‘6. On 26 October 2018, Dr Varupula first came to speak with me. I was in the Junior Doctors’ Mess, and he was the only Consultant that would come in there. He said that he would like to have a confidential chat with me, and I said that this was fine as I thought it would be about a patient. I said that we could go downstairs and talk. Dr Varupula then took me down a staircase and said that he needed to talk to me but asked me to please not tell anyone.

7. Dr Varupula said that his [close relative] needed some money, he showed me some messages. He said that any money would be helpful. I said that I did not know if I could lend him the money at this time and said that I would have to look into it...’

70. The Tribunal had regard to the messages Dr Varupula sent to Dr B on 26 and 27 October 2018. On at least two occasions he asked Dr B for £300. In his investigation interview with Great Western, Dr B said that Dr Varupula had said *‘I need money any amount you can help me with its really desperate please don’t tell anyone £10,000.00, £5000.00 or £500.00...’*.

71. The Tribunal was mindful that Dr B's evidence was that Dr Varupula first approached him to ask for money on 26 October 2018, four days before he asked Dr A for money. Further, it noted that Dr B did not lend Dr Varupula any money.

72. The Tribunal was satisfied, based on the contemporaneous messages and Dr B's consistent evidence to Great Western and in his witness statement that Dr Varupula had asked him to lend him money in October 2018.

73. The Tribunal found paragraph 4 of the Allegation proved.

Paragraph 5 – Dr C

74. The Tribunal considered whether, around 2018 to 2019, Dr Varupula had asked Dr C for money.

75. The Tribunal had regard to Dr C's witness statement:

'6. I cannot remember the exact date that Dr Varupula first asked me to borrow money. It was the second or third week of working with me, so it was very early on. One morning during a ward round, he approached me and asked me about borrowing money.'

'7. Initially, it was not a large amount of money that Dr Varupula asked to borrow. I was in the ward and he said that he had a parking ticket. He said that his credit card was broken and asked to borrow money. I remember thinking that it was unusual that someone who was so senior in their job would ask someone very junior for money.'

76. The Tribunal also considered Dr C's investigation interview at Great Western in which she stated that she had given Dr Varupula around £1600 in one day. Dr C said at her interview that she gave Dr Varupula £1800 in total, of which he paid back £200.

77. The Tribunal was satisfied that Dr Varupula had asked Dr C to lend him money around 2018 to 2019.

78. The Tribunal found paragraph 5 of the Allegation proved.

Paragraph 6 - Dr D

79. The Tribunal considered whether, in March 2019, Dr Varupula had asked Dr D to lend him money.

80. The Tribunal had regard to Dr D's witness statement:

'6. Dr Varupula first approached me at the beginning of March 2019. I was working a shift at the time. He asked me if I knew whether there was a cashpoint near. I said I wasn't sure. He then asked me for 10 or 20 pounds which was for his transport. I told him I would look to see if I had any cash, but I didn't. Dr Varupula then asked me to transfer him the money and I said I would. No one else witnessed this conversation.

7. Dr Varupula then asked me if he could speak to me in a quiet place. We went out to the corridor near the radiology department. He asked me not to disclose our conversation to anyone else and requested that I give him 200 pounds. He didn't explain his reasons for needing the money, but he said he needed it urgently as he was in trouble. I did not question this.'

81. The Tribunal also had regard to the text messages Dr D and Dr Varupula, exchanged in March 2019, which confirmed that Dr Varupula and Dr D had exchanged bank details to allow Dr Varupula to pay Dr D back. Further, the messages showed Dr D's repeated requests to Dr Varupula to pay him back.

82. The Tribunal was mindful that Dr D was repaid and that this repayment followed Dr I, Responsible Officer at NDHT informing payroll that Dr Varupula owed Dr D a sum of around £720. It was not clear whether Dr Varupula had repaid the money to Dr D himself or whether it had been recovered directly through his salary.

83. The Tribunal was therefore satisfied that Dr Varupula had asked Dr D to lend him money in March 2019.

84. The Tribunal found paragraph 6 of the Allegation proved.

Paragraph 7 – Dr E

85. The Tribunal considered whether in August 2020, Dr Varupula asked Dr E to lend him money.

86. The Tribunal had regard to Dr E's witness statement:

'3... I did not know him very well at all and I had only worked with him on a small number of occasions when he approached me about the money. I only knew him from work, and I did not know him on a personal level...

7. I think I gave money to Dr Varupula as he was a Consultant and he was in a position of trust. I also gave him money as he made himself out to be in some sort of emergency situation and I was just trying to help a colleague.'

87. The Tribunal also had regard to Dr E's statement provided to Mid Yorkshire. Dr E said that she had first been approached by Dr Varupula to lend him money on 8 August 2020. The Tribunal had regard to the corresponding contemporaneous text message in which Dr Varupula wrote '*... Can I ask you a massive personal favour as an XXX ? Could you give me a call as soon as you possibly can please? I am in an emergency situation and need help...*'. Dr E's Mid Yorkshire statement sets out that following this message, Dr E called Dr Varupula and he asked her for £1000 '*indicating that businesses in India were struggling due to COVID and he was in a desperate situation*'. Dr E transferred £1000 to Dr Varupula after their phone call. He then requested another £250 which Dr E transferred. Dr Varupula made several more requests for money to Dr E but she declined. On 10 August 2020, Dr Varupula requested an additional £100 in person which Dr E did transfer.

88. On 14 August 2020, Dr Varupula sent back £1350, all the money he owed Dr E. However, he then sent further messages requesting £500. Dr E did not lend Dr Varupula any more money.

89. The Tribunal was satisfied, based on the text messages and consistent evidence of Dr E, that Dr Varupula had asked her to lend him money in August 2020.

90. The Tribunal found paragraph 7 of the Allegation proved.

Paragraph 8 – Dr F

91. The Tribunal considered whether in August 2020, Dr Varupula had asked Dr F to lend him money.

92. The Tribunal had regard to Dr F's witness statement:

'10. I was a Junior Doctor and I was really overwhelmed and I did not understand what was going on. He was extremely desperate, and he said that he needed help. He was messaging me frantically to ask me to send him money. He asked for a certain amount of money and gave me his bank details...'

93. In his Mid Yorkshire statement, Dr F set out that, in total, he had given Dr Varupula £1825, and Dr Varupula had repaid him £350 in two instalments. Dr F set out that he is still owed £1525 and at the time of providing his statement to Mid Yorkshire on 28 September 2020, Dr F had not been repaid. There was no evidence before the Tribunal to suggest that Dr F has since had more of the money Dr Varupula owes him repaid to him.

94. The Tribunal also had regard to the contemporaneous text messages sent by Dr Varupula to Dr F confirming that Dr F had sent him money and thanking him for his 'timely help'.

95. The Tribunal was satisfied that based on the contemporaneous messages, Dr F's Mid Yorkshire statement and his witness statement for these proceedings, Dr Varupula had asked Dr F to lend him money.

96. The Tribunal found paragraph 8 of the Allegation proved.

Paragraph 9.a

97. The Tribunal then considered whether, when undertaking his actions as set out in Paragraphs 1 to 8 of the Allegation, that he abused his position as a Consultant, in targeting doctors in junior positions to himself.

98. The Tribunal accepted that Dr A, Dr B, Dr C, Dr D, Dr E and Dr F were all junior doctors at the time he asked each of them to lend him money. At all material times, he was a consultant and therefore, senior to them. The Tribunal was satisfied that Dr Varupula must have been aware of this. It also noted that all of the witnesses made reference to Dr Varupula's seniority in their witness statements and that it had affected their attitudes to the requests made of them for money by Dr Varupula.

99. The Tribunal accepted that there was clear difference in level of seniority between Dr Varupula and Dr A, Dr B, Dr C, Dr D, Dr E and Dr F. Accordingly, it was satisfied that there would have been a power imbalance, with Dr Varupula holding more power as a Consultant. Dr C said she worked with Dr Varupula daily. In the case of Dr D and Dr E, it was their evidence that Dr Varupula was also their direct supervisor.

100. The Tribunal identified a number of themes in the evidence of the doctors identified in paragraphs 1-8 of the Allegation.

101. The Tribunal was mindful that the doctors identified in paragraphs 1-8 of the Allegation said that they had not known Dr Varupula very well when he first approached them for money.

102. The Tribunal also considered that a number of the doctors identified in paragraphs 1-8 of the Allegation were XXX when Dr Varupula asked them to lend him money.

103. The Tribunal also had regard to the evidence that suggested that many of the doctors told Dr Varupula they were not in an ideal financial position themselves. They described having loans, overdrafts, other financial obligations and smaller salaries as junior doctors. However, Dr Varupula, even when confronted with this specifically, continued to ask the same doctors for more money. Many of the doctors had set out in their statements that they felt pressured to give Dr Varupula money.

104. Further, the Tribunal noted that several of the doctors described that Dr Varupula asked that the loans be kept confidential. The Tribunal was satisfied that this repeated request for secrecy made by Dr Varupula suggested that he understood that his requests were inappropriate and an abuse of his position as a Consultant.

105. The Tribunal then considered the duration of Dr Varupula's conduct. He approached Dr A and Dr B in October 2018 and was still approaching other junior doctors, namely Dr E and Dr F for money in August 2020, despite knowing that he had yet to pay Dr A back in full and had many XXX. Dr Varupula's behaviour appeared to be an established pattern of asking junior doctors to lend him money and he made such requests over a period of 22 months.

106. The Tribunal was satisfied that Dr Varupula's actions towards Dr A, Dr B, Dr C, Dr D, Dr E and Dr F amounted to a pattern of behaviour and an abuse of his position in targeting doctors who were in junior positions to him at the time and asking them to lend him money.

107. Accordingly, the Tribunal found paragraph 9.a of the Allegation proved.

Paragraph 9.b

108. The Tribunal then considered whether Dr Varupula abused his position as a consultant by targeting doctors XXX.

109. XXX

110. XXX

111. XXX

112. XXX

113. XXX

114. The Tribunal considered that Dr Varupula appeared to have been targeting junior doctors XXX and that was an abuse of his position as a consultant. XXX The Tribunal was satisfied that Dr Varupula used this XXX knowledge and respect of consultants to ask Dr A, Dr B, Dr C, Dr D, Dr E and Dr F for money.

115. Accordingly, the Tribunal found paragraph 9.b of the Allegation proved.

Paragraphs 10.a and b.

116. The Tribunal considered whether Dr Varupula knew that Dr A, Dr C, Dr D, Dr E and Dr F would not/would be unlikely to refuse to lend him money due to their junior position to him XXX.

117. The Tribunal had already found that Dr Varupula had targeted the doctors identified in paragraphs 1-8 of the Allegation due to their junior positions to him XXX.

118. The Tribunal noted that Dr B had not been included in these paragraphs of the Allegation because Dr B had refused to lend Dr Varupula money despite him also being a junior doctor XXX.

119. The Tribunal considered it to be likely that Dr Varupula had targeted Dr A, Dr C, Dr D, Dr E and Dr F because they were junior doctors XXX. It considered that these doctors were more likely than Dr Varupula's consultant peers or other senior colleagues, to accede to his requests to be lent money. However, the Tribunal was mindful that there was evidence before it to suggest that Dr Varupula did ask many other colleagues for money, not just those particularised in the Allegation. The Tribunal had evidence before it that eight other junior doctors had been asked for money at Great Western. There was no evidence before the Tribunal to suggest that they had in fact done so.

120. The Tribunal concluded that it could not find that Dr Varupula knew that the doctors he targeted would not refuse to lend him money, because Dr B did. While Dr B was not referred to in this paragraph of the Allegation, the Tribunal was entitled to take into account this evidence in considering the wider context of Dr Varupula's action in assessing his state of mind.

121. The Tribunal reminded itself that none of the doctors identified were well known to Dr Varupula when he asked them to lend him money. As such, despite targeting them, Dr Varupula would have had less knowledge and insight into how likely or unlikely they were to refuse him when he asked. He had not spent weeks building up a rapport with these doctors before asking them for money.

122. The Tribunal considered that paragraph 10 of the Allegation, as drafted, required it to find that Dr Varupula knew that the doctors he targeted would not or were unlikely to refuse his requests. The Tribunal concluded that, at its highest, it would only be proper to find that the doctors identified were less likely to refuse him than others in more senior positions XXX. In the absence of comprehensive evidence of who else Dr Varupula asked for money, who refused him and whether they were a junior doctor XXX, the Tribunal was not satisfied that it could conclude on the balance of probabilities that Dr Varupula knew that the doctors he targeted would not, or would be unlikely to refuse his requests for money.

123. Accordingly, the Tribunal found paragraph 10 of the Allegation not proved in its entirety.

Paragraph 11 – Dr G

124. The Tribunal then considered whether Dr Varupula asked Dr G to lend him money in March 2019.

125. The Tribunal had regard to Dr G's witness statement:

'5... In March 2019, I got a couple of phone calls from an unknown number which I did not answer. After some time, I got a text message from the same number saying that it was Dr Varupula and he wanted to speak to me...

6. Later that same evening, Dr Varupula called me and spoke to me . He said that he wanted me to lend him some money. I cannot remember the exact amount, but it was over £100. He did not tell me why he needed this money...

7. I was surprised by Dr Varupula's request. I told him that I did not lend money. He thanked me and said goodbye. I hardly knew Dr Varupula , had never spoken to him, and I just knew that he was a Consultant at the hospital [NDHT].'

126. The Tribunal had regard to the text messages that Dr Varupula had sent Dr G asking him to speak to him sent on 9 March 2019. Also, the Tribunal had regard to the evidence of Dr I, to whom Dr G reported Dr Varupula's request for money. Dr I's evidence was that this matter was raised with him by Dr G on 13 or 14 March 2019. Dr I's witness statement said that when questioned, Dr Varupula had confirmed he had approached Dr G to money and that he was 'remorseful'. The Tribunal noted that on 15 March 2019, Dr Varupula was dismissed from NDHT.

127. The Tribunal was satisfied that there was consistent evidence that Dr Varupula had asked Dr G to lend him money in March 2019.

128. The Tribunal found paragraph 11 of the Allegation proved.

Paragraph 12 – Dr H

129. According to his statement, Dr H, though also a doctor at Mid Yorkshire, met Dr Varupula when he was a patient at Mid Yorkshire on 24 August 2020.

Paragraph 12.a

130. The Tribunal considered whether Dr Varupula abused his position as a consultant in obtaining Dr H's personal telephone number.

131. The Tribunal had regard to Dr H's witness statement:

'4. I met Dr Varupula on 24 August 2020, when I was discharged from [Mid Yorkshire]. He came in to see me with... a Specialist Nurse at some time in the afternoon. I had just been diagnosed with diabetes and Dr Varupula told me to write down his number and also asked for my number and said he would check up on me'

132. The Tribunal also considered Dr H's statement to Mid Yorkshire:

'3... [Dr Varupula] asked me to take down his two phone numbers and also took down my number in the presence of the diabetic specialist nurse who also said she would get in touch after my discharge.'

133. The Tribunal considered the context in which Dr H said Dr Varupula provided his own phone numbers and took Dr H's. It considered that it could have been professional courtesy to a patient who is also a doctor at the same hospital for Dr Varupula to take his number and say he would check up on him following his discharge. Dr Varupula exchanged numbers with Dr H in the presence of a Specialist Nurse. He did not obtain Dr H's telephone number in secret and Dr H's statement to Mid Yorkshire confirmed that the Specialist Nurse also said she would be in touch with him post-discharge.

134. The Tribunal considered that in the circumstances, obtaining Dr H's telephone number, in and of itself, did not amount to Dr Varupula abusing his position as a consultant.

135. The Tribunal therefore found paragraph 12.a of the Allegation not proved.

Paragraph 12.b

136. The Tribunal then considered whether Dr Varupula abused his position as a consultant in using Dr H's telephone number under the pretext of checking up on his health, to ask for money.

137. The Tribunal had regard to the messages Dr Varupula exchanged with Dr H on 24 August 2020.

138. To determine whether Dr Varupula asked Dr H about his health as a pretext to ask for money, the Tribunal considered the timings of the messages he had sent to Dr H.

139. Dr Varupula sent his first message to Dr H at 21:09, in which he asked *'Have you got home?'* Dr H replied and told him about his hypoglycaemic episode following discharge. At 21:13, Dr Varupula said *'Call me if you are free'* and then *'Call me anytime if any worries'*. At 21:15, he said *'My net playing up Call me again'*. Dr Varupula's next message is at 21:26. It was Dr H's evidence that between those times, Dr Varupula had called. Dr H's account of the phone call was as follows:

'8... When we were messaging, he asked me to give him a call. I tried, but I could not get through. He called me back and I told him what had happened. Pretty soon after this, Dr Varupula started speaking about his family who had been affected with COVID in India. He asked if I could send him some money as he claimed it was a life and death situation.'

140. The Tribunal had regard to the messages after the end of Dr H's phone call with Dr Varupula. It noted that at 21:28, Dr Varupula sent Dr H his bank details.

141. Dr H's evidence was that, having just experienced a hypoglycaemic attack, he *'was feeling very vulnerable, so I sent Dr Varupula the money'*. He also said in his witness statement:

'10. There were so many attempts of Dr Varupula pestering me for money. Dr Varupula got about £450 from me and he would always pretend that he was asking about my health, but then would ask about money...'

142. The Tribunal concluded that given how quickly Dr Varupula asked Dr H for money, having first made contact with him at 21:09, Dr Varupula had used checking up on Dr H's health as a pretext to ask him for money. The Tribunal considered this to be an abuse of position, particularly in the circumstances of Dr H having recently been discharged from hospital and having just experienced a hypoglycaemic episode.

143. The Tribunal found paragraph 12.b of the Allegation proved.

Paragraph 12.c

144. The Tribunal considered whether Dr Varupula had abused his position as a consultant in asking Dr H to lend him money.

145. The Tribunal accepted the clear consistent evidence in Dr H's witness statement, statement to Mid Yorkshire and the supporting contemporaneous text messages that all confirm that Dr Varupula had asked Dr H for money and had provided Dr H with his bank details for the transfer of the money requested.

146. The Tribunal also had regard to Dr Varupula's response to Dr I, his Responsible Officer, about Dr H's complaint, in which he acknowledged that he had asked Dr H for money.

147. The Tribunal did not accept Dr Varupula's contention that Dr H was simply another colleague at the hospital whom he had asked for money. Dr H had been his patient and had been very recently discharged from his care. Dr Varupula had Dr H's telephone number because he had been his patient. By making a request for money from someone who had so recently been under his care in the Hospital, Dr Varupula did abuse his position as a consultant.

148. The Tribunal found paragraph 12.c of the Allegation proved.

Paragraph 12.d.i and ii.

149. The Tribunal considered whether when Dr Varupula asked Dr H for money he knew Dr H had recently been discharged from hospital and had suffered a hypoglycaemic episode.

150. The Tribunal had regard to the evidence it had already relied on for its previous findings. It considered that it was clear from the contemporaneous messages that Dr Varupula knew Dr H had been recently discharged from hospital because he asked '*Have you got home?*'. He also knew that Dr H had suffered a hypoglycaemic episode because Dr H had detailed his symptoms in his second message replying to Dr Varupula. Dr Varupula had sought to ask Dr H for money within minutes of Dr H sharing this information about his health.

151. The Tribunal considered this to be a further abuse of position by Dr Varupula, as he was Dr H's treating consultant.

152. The Tribunal therefore found paragraph 12.d of the Allegation proved.

Paragraph 13

153. The Tribunal moved on to consider whether Dr Varupula had made repeated requests for further money when he was told by Dr A, Dr C, Dr E and Dr F that they could not afford to lend him any more money. The Tribunal considered that for the requests to be repeated, Dr Varupula had to have asked each doctor more than once after they had told him they could not lend him more.

Paragraph 13.a

154. The Tribunal had regard to the messages exchanged between Dr A and Dr Varupula.

155. On 30 October 2018, Dr A wrote to Dr Varupula *'Paid 2k doc. Please return asap as I have no income at present :)'*. Minutes later, Dr Varupula asked for a further £250. Dr A then responded *'Doc I have used all my overdraft I literally have no money right now'*.

156. Later on 31 October 2018, Dr Varupula wrote to Dr A:

'...Because if my current situation and need I would like to propose the following which will be beneficial for both.

I would repay you total round figure of 5000 in the coming 2 weeks, if you could help me with another 2000+...'

157. In response Dr A said *'Doc I'll need to ask my [close relative] - I have literally no money as I mentioned yesterday'*.

158. On 1 November, Dr Varupula asked Dr A to *'go try any of your friends or family to help me out, just for a week. and I will get you much more when I return.'*

159. The Tribunal was satisfied that in less than two days, Dr Varupula had requested additional funds from Dr A, despite Dr A clearly stating that he did not have any more money to give. The Tribunal also acknowledged that there were several more examples of Dr Varupula asking Dr A for more money despite him saying he could not afford to lend any

more to him. Dr Varupula had repeatedly and persistently asked Dr A to lend him more money after Dr A said that he could not afford to do so.

160. Accordingly, the Tribunal was satisfied that paragraph 13.a of the Allegation was proved.

Paragraph 13.b

161. The Tribunal then had regard Dr C's evidence. It noted that there were not any contemporaneous messages in evidence as Dr C had changed phones by the time of the investigation. In her investigation interview at Great Western she said having given Dr Varupula £100 in the morning and £1500 in the afternoon, Dr Varupula texted her to request more. She said she told him *'I don't have much left in my Bank Account'*. When Dr C said she could not spare any more money, Dr Varupula texted her a further five to ten times. She said these text messages were asking for more money and following the text messages, she sent him another £100. Dr C then said she showed Dr Varupula her bank account and told him she only had £50 left. Dr C told the investigation interviewers that Dr Varupula then asked for a further £25.

162. The Tribunal was satisfied that Dr Varupula had repeatedly asked Dr C to lend him more money after she had told him she could not afford to do so.

163. The Tribunal found paragraph 13.b of the Allegation proved.

Paragraph 13.c

164. In her statement for Mid Yorkshire, Dr E set out that following repeated requests for money, and having already given Dr Varupula £1250 that day, Dr E told Dr Varupula that *she 'could not afford to lend him any more money'*. He responded by asking for £500, rather than the £750 he had been seeking before her message. Dr E said she replied to say that lending a further £500 would put her *'in a difficult position'* and she did not want to *'add pressure'* onto herself. Dr E said:

'3... I did at this time say I was willing to help with small amounts of money but that this was quite a lot of money. Dr Varupula immediately responded saying he understood but was in a life and death situation, asking me for urgent help and for what I could spare. At 10:42 I responded indicating I could not loan him any more

money. At 10:43 I received another message asking to lend £250-£300 and further messages at 10:53, 10:56, 11:12, 11:21 and 11:40. He also tried to call me at 11:15. At 11:46 and 14:12 that day I received further messages asking me for £150’.

165. The Tribunal had regard to the contemporaneous messages exchanged between Dr E and Dr Varupula that supported Dr E’s statement to Mid Yorkshire.

166. The Tribunal concluded that Dr Varupula had repeatedly requested additional funds from Dr E, despite her clearly stating that she could not afford to give him more money. The Tribunal also acknowledged that there were several more examples of Dr Varupula asking Dr E for more money on subsequent days. Dr Varupula had repeatedly and persistently asked Dr E to lend him more money after she had said that she could not afford to do so.

167. The Tribunal found paragraph 13.c of the Allegation proved.

Paragraph 13.d

168. The Tribunal had regard to Dr F’s statement to Mid Yorkshire. In it he set out that on 24 August 2020, having already sent Dr Varupula a large sum of money, when asked for more Dr F replied and said he had reached his overdraft limit and could not lend Dr Varupula any more money. Dr F’s evidence was that Dr Varupula responded *‘saying that he understood but could I help with £125 at least now. I replied at 21:29 saying I only had £90 to last me the rest of the week’.*

169. Dr F said that on 28 August 2020, Dr Varupula asked him for a further £500 at 18:17. Dr Varupula said he would repay £1500 on 4 September 2020. At 18:24, Dr F transferred £500 to Dr Varupula. At 18:38, Dr Varupula asked for more money. Dr F said he *‘could not give anymore’.* At 20:18, Dr Varupula asked for £125 as *‘he was in desperate situations both in the UK and in India’.* Dr F then transferred £125.

170. The Tribunal was satisfied that Dr F’s account was supported by contemporaneous text messages. The Tribunal was satisfied that Dr Varupula had repeatedly and persistently asked Dr F to lend him more money after Dr F had said he could not afford to do so.

171. The Tribunal found paragraph 13.d of the Allegation proved.

Paragraph 14

172. The Tribunal considered whether Dr Varupula had stated that he could repay Dr A, Dr C, Dr D, Dr F and Dr H by a specific date when he received money from them.

Paragraph 14.a

173. The Tribunal had regard to the evidence of Dr A and the contemporaneous text messages.

174. In one text message on 30 October 2018, Dr Varupula said to Dr A *'I will give them back by next Friday. If you need sooner, just give me a text, will sort something out'*. On 4 November 2018, Dr Varupula said *'Is there any chance you could adjust another 500 until I start returning from next Friday.'* On 22 November 2018, Dr A wrote to Dr Varupula *'Boss any update with the payment? As per your message, I was expecting at least something last week'*. In response Dr Varupula apologised and said he would pay the following week.

175. The Tribunal was satisfied that Dr Varupula had stated on multiple occasions that he could repay Dr A on various specific dates but had not done so.

176. The Tribunal found paragraph 14.a of the Allegation proved.

Paragraph 14.b

177. The Tribunal had regard to Dr C's investigation interview with Great Western. She said that Dr Varupula asked her for money and said he would repay her 'tomorrow'. Dr Varupula later told Dr C that he would get her money back *'by Saturday or maybe the next week'*.

178. The Tribunal reminded itself that Dr C had received £200 back from Dr Varupula but that the rest of the money he owed appeared to still be outstanding.

179. The Tribunal was satisfied that Dr Varupula had stated that he would repay Dr C by more than one specific date and that he had not done so.

180. The Tribunal found paragraph 14.b of the Allegation proved.

Paragraph 14.c

181. The Tribunal had regard to Dr D's evidence.

182. In messages he exchanged with Dr Varupula, Dr D said he needed the money back as he was in *'financial trouble'* himself. In response to further requests for repayment, Dr Varupula said *'I will get your money this evening'*. On 19 March 2019, Dr D asked Dr Varupula to transfer the money. Dr Varupula then said it would be the following evening. In a later message he said it would be a further 24-48 hours.

183. The Tribunal reminded itself that Dr D was eventually repaid in full, but this appeared to in part be due to NDHT withholding Dr Varupula's salary. In any event, the repayment was not completed within the timescales that Dr Varupula stated.

184. The Tribunal found paragraph 14.c of the Allegation proved.

Paragraph 14.d

185. The Tribunal had regard to Dr F's evidence.

186. The Tribunal had regard to the messages sent by Dr Varupula that stated that he would pay Dr F back by 4 or 5 September 2020. After Dr F messaged to say *'And you will pay me back £250 on the 28th of August'*, Dr Varupula replied and said *'Will get some on 28th and rest week after'*. On 25 August 2020, Dr Varupula did repay £250 to Dr F. However, on 28 August 2020, Dr Varupula asked Dr F for a further £500 and said *'I will return the total 1500 on 4 th September Friday evening'*. Dr F did not receive a further repayment on 4 September 2020.

187. The Tribunal was satisfied that there were multiple instances where Dr Varupula stated that he would repay Dr F by a specific date and did not.

188. The Tribunal found paragraph 14.d of the Allegation proved.

Paragraph 14.e

189. The Tribunal had regard to Dr H's evidence.

190. The Tribunal had regard to the messages exchanged between Dr H and Dr Varupula. On 24 August 2020, Dr Varupula told Dr H that he would return the money loaned to him *'by*

the end of this week'. On 28 August 2020, Dr Varupula requested more money, first saying he would return the money in *'a day or two'* and minutes later said it was a *'life and death situation... I would return on or before 4th September'*. On 4 September 2020, Dr Varupula told Dr H that he was *'Arranging money'* but did not provide it.

191. The Tribunal was satisfied that Dr Varupula had stated that he would repay Dr H on specific dates and had not done so.

192. The Tribunal found paragraph 14.e of the Allegation proved.

Paragraph 15

193. The Tribunal was required to determine whether Dr Varupula knew that his statements to Dr A, Dr C, Dr D, Dr F and Dr H were untrue because he knew he could not pay them back on the stated dates.

194. In respect of Dr A, the Tribunal was mindful that Dr A had loaned Dr Varupula the largest amount of money of all the doctors identified in the Allegation. Dr Varupula had been loaned £5000 by Dr A in total, and his sporadic promises to repay him, using specific dates and promises of interest or double the amount were not, in the Tribunal's view, plausible. Further, the Tribunal noted that days before he asked Dr A for money, he asked for similar sums from Dr B.

195. In his written statement, Dr Varupula had acknowledged that his finances had been desperate since 2017 and that by October 2018, he was struggling to cover payments he owed to others. The Tribunal noted that Dr Varupula failed to repay the sum owed in full, only repaying some the following year when threatened with being reported to the GMC.

196. Therefore, the Tribunal was satisfied that Dr Varupula knew that he could not repay Dr A on the specific dates he stated that he could.

197. In respect of Dr C, the Tribunal was mindful that Dr Varupula had recently borrowed and failed to repay a large sum from Dr A. He asserted to Dr C that she would get her money back. However, at the time he was already indebted to Dr A and had not paid him back. The Tribunal was satisfied that having known he had already not paid back Dr A, he must also have known that he could not pay Dr C back by the dates he had stated.

198. In respect of Dr D, the Tribunal acknowledged that he was repaid. However, Dr Varupula attempted to borrow money from Dr G at the same time, and this was in March 2019, months after he had already sought money from Dr A, Dr B and Dr C at Great Western. The Tribunal was satisfied that given his history of borrowing by March 2019, Dr Varupula must have known that he could not afford to pay Dr D back in the timescales he stated. Further, in the days following his promises to pay back Dr D, he was dismissed from NDHT and therefore without a salary. The Tribunal concluded that it was clear Dr Varupula knew that he could not pay Dr D back at the specific date stated.

199. In respect of Dr F and Dr H, Dr Varupula had asked them both for money on the same day, 24 August 2020. Such timing was notable as it was almost 22 months after he had approached Dr A for money, who he had not paid back in full. The Tribunal concluded that by August 2020 it must have been obvious to Dr Varupula that he had established a pattern of behaviour of borrowing from colleagues and not paying them back in full or by the date when he said he would. Accordingly, the Tribunal concluded that Dr Varupula knew that he could not pay Dr F or Dr H back on the specific dates he had stated to them.

200. The Tribunal considered that Dr Varupula may have sought to make promises about repayment on the basis that he hoped he would somehow be able to recover the amount of money he owed each doctor. However, such a belief, the Tribunal determined, could not have been genuinely held. Dr Varupula had repeatedly broken the promises he had made to each doctor about the specific dates on which he would repay them. The Tribunal determined that Dr Varupula's actions in knowingly stating he would repay each doctor when he knew he would not amounted to a well-established pattern of behaviour. It was satisfied that Dr Varupula knew that he could not pay back each doctor on the specific dates that he said that he could. It concluded that Dr Varupula knew that his statements were untrue.

201. The Tribunal therefore found paragraph 15 of the Allegation proved.

Paragraph 16

202. The Tribunal considered whether Dr Varupula had acted dishonestly in stating he could repay Dr A, Dr C, Dr D, Dr F and Dr H on specific dates when he knew that was untrue.

203. The Tribunal considered that Dr Varupula had made false promises to each doctor included in this paragraph of the Allegation. He knew he could not repay them, and he knew when he stated that he could repay on specific dates that this was untrue. His repeated

willingness to state that he could repay each doctor on specific dates when he knew this was untrue was a clear pattern of behaviour. His knowledge that he could not repay must have been reinforced over time as by August 2020, having been dismissed from Great Western and NDHT, he was still asking more colleagues to lend him money and promising it could be repaid.

204. The Tribunal first applied the subjective test as set out in *Ivey*. It considered its finding that Dr Varupula knew that each statement he made to each doctor was untrue with a specific date at which he could repay. It had already determined that any belief that Dr Varupula may have held that he could repay could not have been genuinely held. Further, it reminded itself that Dr Varupula had asked that each doctor keep his requests for money confidential, which further suggested that he knew that he was acting in an inappropriate and possibly illicit way. The obvious reason to make such promises that he knew he could not keep was to help persuade each doctor to lend him money when otherwise they might not do so.

205. The Tribunal then considered the objective test as set out in *Ivey*. It determined that ordinary decent people would consider that Dr Varupula had acted dishonestly in stating that he could repay Dr A, Dr C, Dr D, Dr F and Dr H at a specific time when he knew that was untrue and that he could not do so.

206. The Tribunal found paragraph 16 of the Allegation proved.

Paragraph 17

207. The Tribunal was then required to determine whether Dr Varupula had provided Dr A, Dr E, Dr F and Dr H with payslips and/or screenshots of his bank account and/or timesheets to reassure them that he would pay them back.

Paragraph 17.a

208. The Tribunal considered the evidence of Dr A.

209. The Tribunal had regard to the messages and attachments Dr Varupula had sent to Dr A. These included payslips, approved timesheets and bank account details.

210. In one message on 30 October 2018, Dr Varupula wrote *'I am sending my pay slips for past few weeks and also the approved and processed timesheets that will be paid end of this week and next week.'*

211. In response to one attachment, on 1 November 2018, Dr A wrote *'That looks good boss I'll send over the remaining 3k. Just please return it asap!'*

212. The Tribunal was satisfied that Dr Varupula had sent payslips, screenshots of his bank account and timesheets to Dr A to reassure him that he had the means to pay him back.

213. The Tribunal found paragraph 17.a of the Allegation proved.

Paragraph 17.b

214. The Tribunal had regard to the evidence of Dr E.

215. The Tribunal accepted that in the messages Dr Varupula sent to Dr E in August 2020, he had included screenshots of his Mid Yorkshire payslips. The Tribunal was satisfied that Dr Varupula did this to reassure her that he could repay the money she had loaned him.

216. The Tribunal was mindful that Dr E was paid back in full by Dr Varupula.

217. The Tribunal found paragraph 17.b. of the Allegation proved.

Paragraph 17.c

218. The Tribunal had regard to the evidence of Dr F.

219. The Tribunal accepted that in the messages Dr Varupula sent to Dr F on 24 August 2020, he included screenshots of his payslips. In his message to Dr F he also wrote *'I am attaching few of my last few week's payslips to give you a reassurance about my employment'*.

220. The Tribunal was satisfied that Dr Varupula had provided Dr F with screenshots of recent payslips and had explicitly said he was providing them as reassurance of his employment, and therefore his ability to pay back the money on the basis that he was in receipt of a salary.

221. The Tribunal found paragraph 17.c. of the Allegation proved.

Paragraph 17.d

222. The Tribunal had regard to Dr H's evidence.

223. The Tribunal could not identify similar attachments in the messages that Dr H had provided to the GMC as those set out above. However, in his statement to the GMC, Dr H said the Dr Varupula had shown him payslips and told Dr H that *'he got paid £1000 a shift'*. Dr H's statement to Mid Yorkshire was consistent, Dr H said that Dr Varupula sent him *'copies of his locum payslips showing he was earning good money and saying that he would pay me back when he received his delayed salary'*.

224. The Tribunal accepted Dr H's consistent evidence that Dr Varupula had showed him payslips to reassure him of his ability to repay the money he had been loaned. It considered that it could rely on Dr H's evidence. Further, it was satisfied that Dr Varupula's pattern of behaviour in this regard was to provide payslips or other means to demonstrate that he was in receipt of a salary and could therefore repay those he owed.

225. The Tribunal found paragraph 17.d of the Allegation proved.

Paragraph 18

226. The Tribunal then considered whether Dr Varupula knew, when providing copies of payslips, bank account details and/or timesheets, that he could or would not repay the money owed and that his actions amounted to providing false reassurance to Dr A, Dr E, Dr F and Dr H.

227. In respect of Dr A, the Tribunal concluded that, in purporting to have funds to repay the large sum that Dr A had loaned to him, Dr Varupula had sought to provide a false reassurance that he could afford repayment. The Tribunal was satisfied that Dr Varupula knew that he could not repay Dr A despite the salary he was in receipt of. Notwithstanding his salary, Dr Varupula accepted that his financial circumstances were dire by October 2018. The Tribunal has already determined that Dr Varupula knew he could not afford to repay Dr A and that therefore showing him his payslips was a false reassurance. The Tribunal found paragraph 18, in respect of paragraph 17.a of the Allegation proved.

228. In respect of Dr E, the Tribunal was mindful that she was paid back in full by Dr Varupula. He showed Dr E his payslips, to provide reassurance to her that he was in receipt of a salary and could therefore afford to pay her back. He then did pay Dr E back on 14 August 2020 so any reassurance he sought to provide about his ability to pay could not be considered false. The Tribunal therefore found paragraph 18, in respect of paragraph 17.b of the Allegation, not proved.

229. In respect of Dr F, the Tribunal was satisfied that Dr Varupula had used documents to show receipt of a salary as false reassurance that he could repay the money he owed, despite knowing that he could not repay Dr F. By August 2020, Dr Varupula already still owed money to Dr A and Dr C, as well as his other creditors. The Tribunal noted that Dr Varupula felt it necessary to ask Dr H for money on the very same day, XXX He also knew that the money that had been repaid to Dr D had been done so only once NDHT had become involved and had sought to withhold his salary. The Tribunal concluded that his financial circumstances by 24th August 2020 were such that Dr Varupula knew that he was giving a false reassurance by showing his payslips to Dr F in the way he did. The Tribunal found paragraph 18, in respect of paragraph 17.c of the Allegation proved.

230. In respect of Dr H, the Tribunal was satisfied that Dr Varupula had sought to provide false reassurance that he could pay back the money Dr H had loaned him. As set out above, Dr F and Dr H were asked for money on the same day. For similar reasons the Tribunal was satisfied that Dr Varupula had provided Dr H with false reassurance that he could repay when he knew could not. The Tribunal found paragraph 18, in respect of paragraph 17.d of the Allegation proved.

231. In the cases of Dr A, Dr F and Dr H, the Tribunal determined that Dr Varupula used documents to demonstrate his salary or forthcoming income to those he owed money to in an attempt to falsely reassure them of his ability to pay. Dr Varupula knew that he could not pay Dr A, Dr F and Dr H back.

Paragraph 19

232. The Tribunal considered whether Dr Varupula had acted dishonestly in providing false reassurance to Dr A, Dr F and Dr H that he had the means to repay the money he owed them when he knew that he could not.

233. Having found that Dr Varupula had not provided Dr E with a false reassurance, the Tribunal was not required to consider dishonesty in respect of paragraph 17.b.

234. In respect of Dr A, the Tribunal had already found that Dr Varupula gave false reassurance that he could repay the money he owed to Dr A based on the salary he said he was due. The Tribunal first applied the subjective test as set out in *Ivey*. It concluded that Dr Varupula knew at the time that his reassurance of salary and income were false. He knew the state of his finances in October 2018 and any hope that he could repay could not have been genuinely held. Dr Varupula had portrayed his financial problems as short term financial crises to all the doctors involved XXX, well before he approached Dr A and Dr B for money. The Tribunal was satisfied that Dr Varupula knew that whatever income he was to be in receipt of could not cover the amount he owed, including the large amount he owed to Dr A.

235. Having found that Dr Varupula knew that his reassurance to Dr A was false and that he knew he could not repay him even when he did receive his salary, the Tribunal applied the second limb of *Ivey*. The Tribunal determined that ordinary decent people would conclude that Dr Varupula had acted dishonestly in providing false reassurance to Dr A, that he had the means to pay back the money loaned to him when he knew that he could not afford to do so.

236. In respect of Dr F and Dr H, the Tribunal was mindful that Dr Varupula had sought money from both doctors on the same day, 24 August 2020. At this stage, he had not repaid Dr A or Dr C from whom he had sought money between 2018 and 2019. Accordingly, the Tribunal applied the subjective test as set out in *Ivey* and concluded that any reassurance given to Dr F and Dr H that Dr Varupula could repay them for the money loaned, he had to know to be false. In applying the second limb of *Ivey*, the Tribunal determined that ordinary decent people would conclude that Dr Varupula had acted dishonestly in providing false reassurance to Dr F and Dr H, that he had the means to pay back the money loaned to him when he knew that he could not afford to do so and had commenced in asking both of them for increasing amounts of money from the same day in August 2020.

237. The Tribunal therefore found paragraph 19 proved in respect of Drs A, F and H.

Paragraph 20

238. The Tribunal then considered the reasons that Dr Varupula had given to Dr A, Dr B, Dr C, Dr E and Dr F for requesting the loans.

Paragraph 20.a

239. The Tribunal had regard to the text message that Dr Varupula sent to Dr A on 1 November 2018, in which he said *'I have been helping my extended family back in india and now I am quite short of money. I promised that I would help them and they needed it by October end but could not secure the total.'*

240. Accordingly, the Tribunal found paragraph 20.a of the Allegation proved.

Paragraph 20.b

241. The Tribunal had regard to Dr B's witness statement and his investigation interview with Great Western. Dr B's evidence was consistent that Dr Varupula had told him that he was asking for money because his father needed it.

242. In his text messages to Dr B, Dr Varupula had referred only to a *'desperate situation'*. However, the Tribunal was satisfied that it was more likely than not that Dr Varupula had gone into more detail in his conversations with Dr B about what he was referring to and had at that stage told him that the money was needed by his close relative.

243. Accordingly, the Tribunal found paragraph 20.b of the Allegation proved.

Paragraph 20.c

244. The Tribunal had regard to Dr C's investigation interview at Great Western in which she said that Dr Varupula had told her that he had not been paid by his locum agency which is why he was asking for money. Dr C said that she frequently heard Dr Varupula on the phone shouting about not receiving money. She had concluded that this was him calling the locum agency.

245. The Tribunal concluded that Dr Varupula had asked Dr C to lend him money on the basis that he had not been paid by his locum agency.

246. The Tribunal found paragraph 20.c of the Allegation proved.

Paragraph 20.d

247. The Tribunal had regard to Dr Varupula's messages to Dr E on 8 August 2020 when he said he was in *'an emergency situation'*, later he said *'I am in literally life and death kind of situation'*.

248. The Tribunal was satisfied that Dr Varupula had requested a loan from Dr E saying he was in an emergency situation and a life and death situation.

249. The Tribunal found paragraph 20.d of the Allegation proved.

Paragraph 20.e.i and ii.

250. The Tribunal had regard to Dr F's witness statement in which he said that Dr Varupula *'began talking about the difficult his family was facing in India. He said that they were in Hospital in ICU and he was paying for it privately himself and running out of money'*. Dr F also stated that Dr Varupula told him that *'his families ICU stay due to covid was costing him'*.

251. Accordingly, the Tribunal found paragraph 20.e.i and ii. of the Allegation proved.

Paragraph 21

252. The Tribunal reminded itself that Dr Varupula is not required to prove anything, that it was for the GMC to prove that Dr Varupula knew that his reasons for requesting loans were not true XXX.

Paragraph 21.a

253. The Tribunal was then required to determine whether Dr Varupula knew that the statements he made to Dr A, Dr B, Dr C, Dr E and Dr F as reasons for requesting the loan were not true.

254. In respect of paragraphs 20.a, 20.b, 20.c, 20.d, and 20.e of the Allegation, the Tribunal had not been presented with any evidence on behalf of the GMC to disprove, on the balance of probabilities, any of the specific reasons why Dr Varupula was requesting loans.

255. XXX His financial situation could plausibly have been exacerbated by financial responsibilities to his close or extended family in India. It was plausible that his financial situation was also made worse by delayed locum agency payments. There was no evidence to

suggest that Dr Varupula’s finances could not properly be referred to as an emergency situation. In respect of his request to Dr F, these requests were made during the Covid-19 pandemic in August 2020, so it was again plausible that his family in India could have been suffering as a result.

256. The Tribunal concluded that it did not have enough information to determine whether the reasons Dr Varupula had given for requiring loans were not part of the reason for his financial situation and therefore untrue.

257. Accordingly, the Tribunal found paragraph 21.a of the Allegation not proved.

Paragraph 21.b

258. The Tribunal was then required to determine whether Dr Varupula knew that the statements he made to Dr A, Dr B, Dr C, Dr E and Dr F as reasons for requesting the loans XXX.

259. XXX

260. In respect of paragraphs 20.a, 20.b, 20.c, 20.d, and 20.e of the Allegation, the Tribunal had not been presented with any evidence on behalf of the GMC to prove that Dr Varupula had specifically used the money loaned to him by the doctors XXX.

261. XXX

262. XXX

263. XXX Given the chronology, the Tribunal was not persuaded that all of the money he was loaned XXX on the basis that there were some doctors to whom he repaid smaller amounts at various times while still seeking further funds. XXX

264. XXX

265. Accordingly the Tribunal found paragraph 21.b of the Allegation not proved.

Paragraph 22

266. Having concluded that the GMC had failed to prove, first that Dr Varupula had given untrue reasons for requesting loans XXX, that Tribunal was not required to consider whether Dr Varupula's actions were dishonest.

Paragraph 23

267. The Tribunal went on to consider whether on 15 March 2019, Dr Varupula had stated to his NDHT Responsible Officer (Dr I) that he had not approached anyone else other than Dr G to lend him money.

268. The Tribunal had regard to Dr I's witness statement and his emails from March 2019. In his witness statement, Dr I said that he asked *'Dr Varupula explicitly if he had approached any Junior Doctors. He told me that he had not approached any Junior Doctors. He just said it was [Dr G] that he had approached'*.

269. In his email dated 26 March 2019, Dr I confirmed that Dr Varupula had informed him on 15 March 2019 at their meeting that *'he had NOT approached anyone other than [Dr G]'*. In the same email, he also confirmed that he had been notified that Dr Varupula had asked and received money from Dr D on the same day as their meeting.

270. Accordingly, the Tribunal found paragraph 23 of the Allegation proved.

Paragraph 24

271. The Tribunal considered whether when Dr Varupula told Dr I that he had not asked another member of staff at NDHT to lend him money, he knew that to be untrue.

272. The Tribunal had regard to Dr D's evidence, including the contemporaneous text messages and Dr I's corroborating account.

273. The Tribunal noted the evidence in the email of Dr I, dated 26 March 2019. This indicated that Dr Varupula had asked Dr D for money on 14 March 2019, the day before his meeting with Dr I when he had stated that he had not asked any other member of staff at NDHT for money. The Tribunal noted that the text messages between Dr Varupula and Dr D started on the evening of 15 March 2019 and dealt with Dr Varupula giving his bank details to Dr D. The Tribunal also noted the evidence in the statement of Dr D in which he stated that the requests for money began in *'early March'* 2019 and must have happened before Dr

Varupula's employment was terminated by Dr I on 15 March 2019. The Tribunal therefore concluded that some of the requests for money from Dr D by Dr Varupula must have been before 15 March 2019.

274. The Tribunal concluded that Dr Varupula must have known that he had asked Dr D for money already when he told Dr I that Dr G was the only doctor he had approached at NDHT to lend him money.

275. The Tribunal found paragraph 24 of the Allegation proved.

Paragraph 25

276. Having concluded that Dr Varupula knew that what he had told Dr I was untrue, the Tribunal considered whether Dr Varupula's actions in so doing were dishonest.

277. The Tribunal applied the first limb of *Ivey*. It determined that Dr Varupula knew that he had asked another member of NDHT staff for money when he told Dr I that he had not.

278. The Tribunal considered the second limb of *Ivey* and determined the ordinary decent people would consider Dr Varupula's actions to be dishonest as he had knowingly told an untruth to his Responsible Officer, to whom he had a duty to be honest with, to attempt to cover up that he had approached Dr D as well as Dr G for a loan.

279. The Tribunal therefore found paragraph 25 of the Allegation proved.

The Tribunal's Overall Determination on the Facts

280. The Tribunal has determined the facts as follows:

1. In October and November 2018, when treating one of Dr A's relatives you:
 - a. asked Dr A to lend you money or words to that effect;
Determined and found proved
 - b. obtained Dr A's personal telephone number from his mother;
Determined and found proved
 - c. made reference to treating Dr A's relative when requesting money;

Determined and found proved

- d. offered to repay the money borrowed from Dr A with interest or the amount doubled, or words to that effect.

Determined and found proved

2. You knew you could not afford to provide the money as referred to at paragraph 1.d.

Determined and found proved

3. Your actions at paragraph 1.d were dishonest by reason of paragraph 2.

Determined and found proved

4. In October 2018, you asked Dr B to lend you money.

Determined and found proved

5. Around 2018 to 2019, you asked Dr C to lend you money.

Determined and found proved

6. In March 2019, you asked Dr D to lend you money.

Determined and found proved

7. In August 2020 you asked Dr E to lend you money.

Determined and found proved

8. In August 2020 you asked Dr F to lend you money.

Determined and found proved

9. When undertaking the actions at paragraphs 1-8 you abused your position as a consultant, in that you:

- a. targeted doctors in junior positions to yourself, and/or;

Determined and found proved

- b. XXX

Determined and found proved

10. You knew that the individuals at paragraphs 1, 5, 6, 7 and 8 would not/would be unlikely to refuse to lend you money due to their:

a. junior position to you; and/or
Not proved

b. XXX
Not proved

11. In March 2019 you asked Dr G to lend you money.

Determined and found proved

12. In August 2020, when treating Dr H as a patient you abused your position as a consultant in that you:

a. obtained Dr H's personal telephone number;
Not proved

b. used Dr H's telephone number under the pretext of checking up on his health, to ask for money;
Determined and found proved

c. asked Dr H to lend you money;
Determined and found proved

d. undertook the action at paragraph 12.c when you knew Dr H had:

i. recently been discharged from hospital;
Determined and found proved

ii. suffered a hypoglycaemic episode.
Determined and found proved

13. You made repeated requests for further money when you were told by the individuals that they could not afford to lend further money to you in relation to the requests at:

a. paragraph ~~1.b~~ 1.a;
Amended under Rule 17(6)
Determined and found proved

b. paragraph 5;
Determined and found proved

- c. Paragraph 7;
Determined and found proved
- d. Paragraph 8.
Determined and found proved

14. You stated that you could repay individuals by a specific date when you received money in relation to the requests at:

- a. paragraph ~~1-b~~ 1.a;
Amended under Rule 17(6)
Determined and found proved
- b. paragraph 5;
Determined and found proved
- c. paragraph 6;
Determined and found proved
- d. paragraph 8;
Determined and found proved
- e. paragraph 12.c.
Determined and found proved

15. You knew the statements at paragraph 14 were untrue because you could not pay them back on the stated dates.

Determined and found proved

16. Your actions described at paragraph 14 were dishonest by reason of paragraph 15.

Determined and found proved

17. You provided the respective individuals with payslips and/or screenshots of your bank account and/or timesheets in order to reassure them that you would pay them back in relation to the requests made at:

- a. paragraph ~~1-b~~ 1.a;
Amended under Rule 17(6)

Determined and found proved

- b. paragraph 7;
Determined and found proved
- c. paragraph 8;
Determined and found proved
- d. paragraph 12.c.
Determined and found proved

18. When you acted in the manner described at paragraphs 17. a, b, c and d above you knew that:

- a. you could not and/or would not repay the individuals the monies loaned to you;
Determined and found proved in respect of paragraph 17.a, c. and d.
Not proved in respect of paragraph 17.b
- b. your actions would provide false reassurance to the individuals that you could repay them the monies loaned.
Determined and found proved in respect of paragraph 17.a, c. and d.
Not proved in respect of paragraph 17.b

19. Your actions described at paragraph 17 were dishonest by reason of paragraph 18.

Determined and found proved in respect of paragraph 17.a, c. and d.
Not proved in respect of paragraph 17.b

20. When stating the reason for requesting the loans, you told:

- a. Dr A, that it was required to help you extended family back in India;
Determined and found proved
- b. Dr B, that your dad needed some money;
Determined and found proved

- c. Dr C, that you hadn't been paid by your locum agency;
Determined and found proved
- d. Dr E, that it was for an emergency situation and a life and death situation;
Determined and found proved
- e. Dr F, that it was required:
 - i. for your family members in India that were in ICU and you were paying privately for their treatment and you were running out of money;
Determined and found proved
 - ii. for your family who were suffering with COVID, or words to that effect.
Determined and found proved

21. You knew that when stating the reasons for requesting the loans at paragraphs 20.a, b, c, d, and e that:

- a. the reasons you gave were not true;
Not proved
- b. XXX
Not proved

22. Your actions at paragraph 20 were dishonest by way of paragraph 21.
Not proved

23. On 15 March 2019 during a meeting with your Responsible Officer at Northern Devon Healthcare Trust ('NDHT') you stated that you had not approached anyone else other than Dr G to lend you money.
Determined and found proved

24. You knew that the statement at paragraph 23 was untrue because you had asked ~~other members~~ another member of staff at NDHT to lend you money.
Amended under Rule 17(6)
Determined and found proved

25. Your actions described at paragraph 23 were dishonest by reason of paragraph 24.

Determined and found proved

Determination on Impairment - 01/11/2022

1. This determination will be handed down in private. However, as this case concerns Dr Varupula's misconduct a redacted version will be published at the close of the hearing.
2. The Tribunal now has to decide in accordance with Rule 17(2)(l) of the Rules whether, on the basis of the facts which it has found proved, Dr Varupula's fitness to practise is impaired by reason of misconduct.
3. After announcing its determination on the facts, the Tribunal confirmed with Ms Duckworth that the GMC would send the facts determination and Annex A relating to proof of service and proceeding in absence to Dr Varupula. Prior to commencing her submissions on impairment, Ms Duckworth confirmed that Dr Varupula had not responded to the GMC's email, nor did he appear to have opened it. The Tribunal determined that as there was no material change in circumstances, it continued to be appropriate to proceed with the hearing in Dr Varupula's absence.

The Evidence

4. The Tribunal has taken into account all the evidence received during the facts stage of the hearing, both oral and documentary. No further evidence was adduced at this stage of the proceedings.

Submissions

5. On behalf of the GMC, Ms Duckworth referred the Tribunal to its findings of fact. She submitted that the facts found proved amounted to serious misconduct. Ms Duckworth referred the Tribunal to a number of paragraphs of Good Medical Practice (2013) ('GMP') (the paragraphs considered most relevant by the Tribunal are set out below). She submitted that Dr Varupula had failed to maintain good relationships with patients and colleagues. He had been found to be dishonest and therefore, she submitted, was not worthy of trust and had not acted with integrity. In respect of Dr H, Ms Duckworth submitted that Dr Varupula

did not make Dr H, as his patient, his first concern. Further, Dr Varupula had failed to respect Dr H's rights to privacy and dignity as a patient by contacting him when he knew he had recently been discharged from hospital and was continuing to suffer as a result of being unwell. She reminded the Tribunal of the impact Dr Varupula's actions had on Dr H.

6. Ms Duckworth submitted that Dr Varupula had established an improper emotional relationship with Dr A, whose close relative Dr Varupula was treating at Great Western. She submitted that the concerns of Dr A and his family about what would happen to the relative Dr Varupula was treating if his requests for money were not acceded to were relevant. Ms Duckworth submitted that Dr Varupula had, in targeting junior colleagues, who either had a relative of theirs being treated by him, were being treated by him themselves or were working at the same hospital XXX, not treated his colleagues fairly and with respect. She submitted that Dr Varupula's actions as a Consultant, targeting junior doctors, despite knowledge of their own financial difficulties, was likely to have negatively influenced the working environment of those doctors.

7. Ms Duckworth referred the Tribunal to the paragraphs of GMP relating to dishonesty. In respect of Dr Varupula's actions at NDHT, and the Tribunal's finding that he was dishonest to Dr I, NDHT's Responsible Officer, she submitted that Dr Varupula failed in his obligation to cooperate with formal inquiries and complaints procedures. Further, Ms Duckworth submitted that he was dishonest after the investigation into his conduct had commenced. Ms Duckworth submitted that Dr Varupula's actions were linked to his clinical practice in that he abused his position as a Consultant throughout. Ms Duckworth submitted that Dr Varupula's actions were of a '*sufficiently immoral, outrageous and disgraceful character*' as to be regarded as deplorable by fellow practitioners and therefore amounted to misconduct that was serious. She submitted that Dr Varupula's misconduct was serious and undermined the overarching objective, particularly the public's trust in the profession.

8. Ms Duckworth invited the Tribunal to apply the test as set out by Dame Janet Smith in the Fifth Shipman Report as adopted by the High Court in *CHRE v NMC and Grant* [2011] EWHC 927 (Admin) ('*Grant*');

Do our findings of fact in respect of the doctor's misconduct, deficient professional performance, adverse health, conviction, caution or determination show that his/her fitness to practise is impaired in the sense that s/he:

a. has in the past acted and/or is liable in the future to act so as to put a patient or patients at unwarranted risk of harm; and/or

b. has in the past brought and/or is liable in the future to bring the medical profession into disrepute; and/or

c. has in the past breached and/or is liable in the future to breach one of the fundamental tenets of the medical profession

d. has in the past acted dishonestly and/or is liable to act dishonestly in the future.

9. Ms Duckworth submitted that Dr Varupula's actions had an impact on the health of Dr H, who was Dr Varupula's patient. She submitted that Dr Varupula's misconduct brought the profession into disrepute and undermined public confidence in the profession. Ms Duckworth submitted that Dr Varupula's actions had breached the fundamental tenets of honesty and integrity and that he had been found to have acted dishonestly.

10. Ms Duckworth submitted that Dr Varupula's fitness to practise was impaired by reason of his misconduct. In determining impairment, Ms Duckworth reminded the Tribunal that it had identified a pattern of behaviour in Dr Varupula's actions over an extended period of time. His dishonesty and abuse of position was not an isolated error. Ms Duckworth submitted that the Tribunal had already found that Dr Varupula had repeated his misconduct and that in the absence of any evidence of remediation, and what she submitted to be his wholly inadequate insight, the chance of such behaviour being repeated in the future was significant. In such circumstances, Ms Duckworth invited the Tribunal to conclude that Dr Varupula's fitness to practise was currently impaired by reason of his misconduct.

The Relevant Legal Principles

11. The Tribunal reminded itself that at this stage of proceedings, there is no burden or standard of proof and the decision on impairment is a matter for the Tribunal's judgement alone.

12. In approaching the decision, the Tribunal was mindful of the two stage process to be adopted. Firstly, it was required to determine whether the facts as found proved amounted to misconduct, and that the misconduct was serious. Secondly, whether the finding of that misconduct, which was serious, could lead to a finding of impairment.

13. The Tribunal must determine whether Dr Varupula's fitness to practise is impaired today, taking into account his conduct at the time of the events and any relevant factors since then such as whether he has insight, whether the matters are remediable, have been remedied and any likelihood of repetition.

The Tribunal's Determination on Impairment

Misconduct

14. In considering whether the facts found proved amounted to serious misconduct the Tribunal first identified the paragraphs of GMP it considered were relevant to its deliberations:

'1 Patients need good doctors. Good doctors make the care of their patients their first concern: they are competent, keep their knowledge and skills up to date, establish and maintain good relationships with patients and colleagues, are honest and trustworthy, and act with integrity and within the law.

33 You must be considerate to those close to the patient and be sensitive and responsive in giving them information and support.

36 You must treat colleagues fairly and with respect.

65 You must make sure that your conduct justifies your patients' trust in you and the public's trust in the profession.

68 You must be honest and trustworthy in all your communication with patients and colleagues...

73 You must cooperate with formal inquiries and complaints procedures and must offer all relevant information while following the guidance in Confidentiality.

80 You must not ask for or accept – from patients, colleagues or others – any inducement, gift or hospitality that may affect or be seen to affect the way you prescribe for, treat or refer patients or commission services for patients. You must not offer these inducements.'

15. The Tribunal considered whether Dr Varupula's actions in respect of each doctor amounted to serious misconduct.

Great Western – October 2018 - Jan 2019

Dr A

16. The Tribunal had regard to its findings in respect of Dr Varupula's actions towards Dr A. It found that Dr Varupula, whilst treating a close relative of Dr A, had asked Dr A to lend him money, had obtained Dr A's phone number from another close relative and had made reference to treating Dr A's close relative whilst making his requests for money. The Tribunal found that Dr Varupula had dishonestly offered to repay the money borrowed from Dr A, totalling £5000, with interest or with the amount doubled when he knew he could not afford to do so. Further, the Tribunal found that Dr Varupula had abused his position as a consultant in targeting Dr A as a junior doctor XXX. Dr Varupula was also found to have made repeated requests for money to Dr A, after Dr A had told him he could not afford to lend any more money. Dr Varupula was aware that £3,000 of the money he was loaned was coming from another close relative of Dr A and the relative who was being treated by Dr Varupula. Dr Varupula also acted dishonestly in stating that he could repay Dr A on a number of specific dates when he knew he could not afford to do so. Further, he dishonestly showed Dr A a number of payslips and other financial information to provide false reassurance to Dr A that he could repay him when he knew he could not.

17. The Tribunal was mindful that Dr Varupula was treating a close family member of Dr A and Dr Varupula, having been told by Dr A that he could not afford to give him any more money, asked Dr A to seek funds from his family while asking to remain anonymous. Dr A did seek additional funds from his family because his family, once consulted, were concerned about the consequences for the relative Dr Varupula was treating if the money he requested was not forthcoming. According to the evidence before the Tribunal, Dr A is still owed £4000, having had £1000 only repaid in February 2019 after Dr A had given Dr Varupula an ultimatum that he would make a complaint if the money was not repaid. Dr A in fact referred Dr Varupula to the GMC on 5 March 2019. Dr A's view was that Dr Varupula's actions were *'unprofessional behaviour. Immoral. Unethical. Not allowed'*. Dr A also referred to feeling as if Dr Varupula was engaging in *'emotional blackmail'* in respect of the references he made to treating Dr A's close relative whilst asking for money.

18. Dr Varupula's own written evidence was that, from 2017 onwards, he was in a dire financial situation. In the Tribunal's view, his desperation was such that in October and November 2018, he requested, and was given, £5000 from a junior colleague who he did not know well, with whom he had worked in 2015 at a different hospital, and whom he had only met again because a close relative of Dr A was under his care. Dr Varupula abused his position as a Consultant to exploit the family of a patient, using a previous work connection to pressure Dr A into providing a large amount of money which has yet to be repaid in full. The Tribunal considered that Dr Varupula's actions in respect of Dr A would be considered deplorable by fellow practitioners and clearly amounted to serious misconduct.

Dr B

19. Dr Varupula first asked Dr B to lend him money days before he made his first request to Dr A. Dr Varupula asked Dr B for money on more than one occasion. Dr B did not lend Dr Varupula any money. However, the Tribunal had found that Dr Varupula targeted Dr B, both as a colleague in a junior position XXX. Dr Varupula's actions towards Dr B reflect the pattern of behaviour he engaged in between October 2018 and August 2020.

20. The Tribunal considered that Dr Varupula's actions in abusing his position by targeting a colleague to ask for money based on their junior position XXX would be considered deplorable by fellow members of the profession. Accordingly, the Tribunal found that Dr Varupula's actions in respect of Dr B amounted to misconduct that was serious.

Dr C

21. In respect of Dr C, Dr Varupula asked her for money between 2018 and 2019 while acting as her supervising Consultant and working with her on a daily basis. Dr Varupula abused his position in targeting Dr C, a junior XXX. XXX His requests for money exploited the power imbalance between them and were repeated and persistent despite Dr C being clear that she could not afford to give him more money. When Dr C stated that she only had £50 left in her account, Dr Varupula suggested that she could lend him £25 of that. At one point he even proffered a card reader to Dr C to facilitate her transferring money over to him. Further, Dr Varupula was dishonest in stating that he could repay Dr C on specific dates when he knew that he could not afford to do so. Dr Varupula had received £1800 from Dr C and, on the evidence before the Tribunal, had only repaid £200.

22. The Tribunal found that Dr Varupula's abuse of position and his dishonesty in respect of Dr C would be considered to be deplorable by fellow practitioners. The Tribunal determined that Dr Varupula's actions amounted to serious misconduct.

NDHT – March 2019

23. Subsequently, Dr Varupula was dismissed from Great Western and moved on as a locum Consultant to NDHT. An investigation into his conduct was carried out at Great Western in January of 2019. On 5 March 2019, Dr A referred Dr Varupula to the GMC. It was not clear from the evidence when in March 2019 Dr Varupula became aware of this referral.

Dr D

24. In respect of Dr D, Dr Varupula worked with him directly and abused his position as a Consultant by targeting him as a junior doctor XXX. Dr Varupula's actions towards Dr D were dishonest in that he stated he could repay Dr D on specific dates when he knew that he could not afford to do so and he provided Dr D with false reassurance that he could afford to pay him back based on funds he said were incoming. Dr D was repaid in full, but in part, this was due to the intervention of NDHT, who withheld the money owed from Dr Varupula's salary. At the time Dr Varupula asked Dr D for money, he already knew that he had not repaid Dr A and Dr C, had a history of financial problems and had been dismissed from Great Western due to similar behaviour.

25. In light of Dr Varupula's abuse of position, his dishonesty and him already being indebted to other junior doctors by March 2019, the Tribunal found that fellow practitioners would find Dr Varupula's actions to be deplorable. It concluded that Dr Varupula's actions in respect of Dr D amounted to serious misconduct.

Dr G

26. Dr Varupula asked Dr G, a fellow Consultant at NDHT that he did not know personally, to lend him money on one occasion. Dr G did not lend Dr Varupula money and subsequently reported the request to Dr I. The Tribunal noted that there was not the same power imbalance present between Dr Varupula and Dr G when Dr Varupula made the request for money and was declined. Further, Dr Varupula did not make repeated requests and persist in contacting Dr G after he had declined to lend any money. It is not alleged that there was any dishonesty involved in the request for money from Dr G.

27. The Tribunal considered that Dr Varupula's actions in asking Dr G to lend him money were inappropriate but in the absence of any power imbalance, abuse of his position or dishonesty, his behaviour towards Dr G did not amount to serious misconduct.

Dr I

28. The Tribunal has found that Dr Varupula was dishonest to Dr I, NDHT Responsible Officer, when he stated to him that he had only approached Dr G to lend him money when he knew he had, in the days before his meeting with Dr I on 15 March 2019, borrowed money from Dr D, a junior colleague. The Tribunal determined that Dr Varupula had told Dr I a deliberate lie in an attempt to cover up that he had repeated his previous behaviour in seeking and borrowing money from colleagues, particularly junior colleagues XXX.

29. The Tribunal had regard to paragraph 73 of GMP and determined that Dr Varupula had breached his duty to cooperate with the formal inquiry into his behaviour at NHDT and had failed to offer all relevant information, namely that as well as Dr G, Dr Varupula had asked for (and later received) money from Dr D.

30. The Tribunal concluded that telling a Responsible Officer a deliberate lie would plainly be considered deplorable by fellow practitioners. In the Tribunal's view, such behaviour amounted to serious misconduct.

Mid Yorkshire – August 2020

31. Having been dismissed from NDHT in March of 2019, in August 2020 Dr Varupula was working at Mid Yorkshire. By this time, he had been dismissed by two previous Trusts for his behaviour in seeking money from colleagues. At Mid Yorkshire, Dr Varupula approached three doctors, all in August 2020.

Dr E

32. Dr Varupula directly supervised Dr E and whilst she was paid back in full, he had abused his position in targeting her as both a junior colleague XXX. XXX Dr Varupula made repeated and persistent requests to Dr E, asking her to lend him money after she had told him she could not afford to. Dr Varupula put pressure on Dr E to lend him money and abused his position as a Consultant to do so.

33. Whilst the Tribunal acknowledged that Dr Varupula did pay Dr E back in full, his actions in targeting her and his persistent requests after she told him she could not afford to lend him any more would, in the Tribunal's view, be considered deplorable by fellow practitioners. The Tribunal found that Dr Varupula's actions in respect of Dr E amounted to serious misconduct.

Dr F

34. Dr Varupula asked Dr F and Dr H for money on the same day, 24 August 2020. According to the evidence, Dr F is still owed over £1500. Dr Varupula was dishonest in providing false reassurance to Dr F in the form of showing him payslips in order to suggest he could afford to repay Dr F when he knew he could not. He was also dishonest in stating that he could repay Dr F on specific dates when he knew that he could not afford to do so. Dr Varupula worked with Dr F directly, he abused his position as a Consultant in targeting Dr F both as a junior doctor XXX. Dr Varupula also made repeated requests for money from Dr F, despite Dr F saying that he could not afford to loan more. The Tribunal considered that Dr F's evidence exemplified how Dr Varupula exploited the power imbalance between himself and the junior doctors he targeted. In Dr F's witness statement, he stated when Dr Varupula asked to speak to him in private, it was the first time Dr F had met Dr Varupula and he initially thought he must be in trouble for doing something wrong.

35. The Tribunal concluded that Dr Varupula's abuse of position towards Dr F as well as his dishonesty and persistence in seeking more funds would be considered deplorable by fellow practitioners. Such conduct was particularly concerning as Dr Varupula had already been dismissed from two Trusts for similar behaviour. The Tribunal found Dr Varupula's actions in respect of Dr F amounted to serious misconduct.

Dr H

36. The Tribunal considered that Dr H's case was different from the other doctors. Dr Varupula asked for money when Dr H was a patient of Dr Varupula's. Whilst they did work at the same hospital, Dr H had never encountered Dr Varupula as a colleague, only as his treating clinician when he was admitted to Mid Yorkshire in August 2020. Their primary relationship was of doctor and patient.

37. Dr Varupula asked Dr H for money minutes after being informed that he had just suffered a hypoglycaemic episode and in the full knowledge that Dr H had earlier that evening been discharged from hospital and Dr Varupula's own care. In so doing, Dr Varupula put his own financial interests over the interests of Dr H. The Tribunal accepted Dr H's own evidence that at the time he loaned Dr Varupula money, he was vulnerable due to his ill-health. It could not have been in Dr H's interests as a patient to feel pressured into loaning his treating Consultant money in the hours and days following his discharge from hospital and, on the first occasion, minutes after suffering a hypoglycaemic episode. Dr Varupula's actions amounted to a clear abuse of his position and a clear breach of his duties as a doctor.

38. Further, Dr Varupula was dishonest towards Dr H in providing false reassurance that he could repay the money Dr H loaned him based on his forthcoming income. He was also dishonest in claiming that he would repay Dr H by a specific date when he knew he could not afford to do so. Such dishonesty was compounded by the fact that Dr Varupula was seeking money from Dr F at the same time. According to the evidence, Dr H is yet to be repaid for the £450 he loaned to Dr Varupula whilst he was in a vulnerable state. The Tribunal was also mindful of the impact Dr H said that Dr Varupula's actions had on him.

39. The Tribunal concluded that Dr Varupula's abuse of position was most serious in the case of Dr H. This abuse of position as a patient's treating Consultant, along with Dr Varupula's dishonesty, would be considered to be deplorable by fellow practitioners. The Tribunal found that Dr Varupula's actions towards Dr H amounted to serious misconduct.

40. The Tribunal found that Dr Varupula's actions in respect of Dr A, Dr B, Dr C, Dr D, Dr E, Dr F and Dr H amounted to serious misconduct. Dr Varupula's actions amounted to an established pattern of behaviour in which he abused his position as a Consultant and, in all but the case of Dr H, targeted each doctor because of their junior position XXX. Dr Varupula exploited each doctor in an attempt to get them to lend him money and succeeded in every case apart from Dr B. Dr Varupula acted dishonestly over the period from October 2018 to August 2020 including deliberately lying to Dr I, NDHT's Responsible Officer, in an attempt to conceal the repeated and serious nature of his misconduct.

41. The Tribunal concluded that Dr Varupula's conduct fell so far short of the standards of conduct reasonably to be expected of a doctor as to amount to serious misconduct.

Impairment

42. The Tribunal having found that the facts found proved set out above amounted to serious misconduct, went on to consider whether, as a result, Dr Varupula's fitness to practise is currently impaired.

43. In considering current impairment, the Tribunal had regard to Dr Varupula's level of insight. Dr Varupula had provided a number of statements and observations to the GMC between January and September 2020. In his statements, and according to the evidence of Dr I, Dr Varupula had expressed some remorse and regret for his actions. At times he had acknowledged that he should not have acted as he had done and should not have sought financial help from colleagues.

44. However, Dr Varupula's remorse was limited. In respect of Dr H, Dr Varupula rejected any suggestion that he had considered Dr H a patient when he asked him for money. He said he was a colleague and that Dr H's complaint to Mid Yorkshire had *'been raised as it's a patient/doctor issue to make it to the worst outcome against me as a personal vendetta, and also that [Dr H] wanted to get his money as priority'*. Dr Varupula also stated that if he had paid Dr H his money back as expected, Dr H *'would have left it as it is'*. This suggests that Dr Varupula's view is that if Dr H had not complained, no issue could have been taken with his conduct towards Dr H.

45. The Tribunal had already concluded that Dr Varupula's primary relationship with Dr H was as his treating Consultant. The Tribunal was of the view that Dr Varupula's insistence that Dr H was a colleague, not a patient and that Dr H's complaint was raised as an attempt to get his money back, rather than it being an example of a serious breach of a doctor's duty to their patient, undermined any evidence of insight provided by Dr Varupula.

46. In respect of Great Western, Dr Varupula stated:

*'At that time, I was under the impression that the trust took the decision as they were worried that I demanded or coerced money from my colleagues, which I found quite irrational and surprising **as in fact I put myself in an extreme vulnerable situation by taking money that is not even equivalent to one week of my salary.**'*

[Dr Varupula's emphasis]

47. The Tribunal was concerned that in his statement from January 2020, Dr Varupula appeared to believe that it would only have been inappropriate to ask his colleagues for money if he had demanded or coerced money from them. This failed to acknowledge his

persistence in seeking money from Dr A and Dr C, his dishonesty regarding his ability to repay them by a specific date, and the fact that he has yet to repay Dr A or Dr C in full. His statement showed no insight into the power imbalance between himself and his junior colleagues and the effect that would have on their response to his requests for money.

48. Dr Varupula's statements of regret and assertions that he had good insight into his behaviour in the documents provided in January and March 2020 were further undermined by the repetition of his behaviour in August 2020 in respect of Dr E, Dr F and Dr H. In his September 2020 comments, Dr Varupula said that he would *'never ever ask any sort of help from my patients or their relatives knowingly or unknowingly'*. The Tribunal considered this to be a clear example of a lack of acknowledgement of responsibility and insight. Aside from being Dr H's treating Consultant, he had asked Dr A for money, not when he was a colleague, but when he was at Great Western visiting a close relative, a patient who Dr Varupula was treating. Dr Varupula also knew in September 2020 that £3,000 of the money provided by Dr A had in fact come from another close relative of the patient.

49. Dr Varupula has not provided any reflections on his dishonesty or why he repeated his behaviour despite being dismissed from Great Western in 2018 and then NDHT in March 2019, nor has he demonstrated any understanding about the impact of his actions on the doctors from whom he sought money. In his statements, he has primarily referred to himself as being vulnerable and a victim to circumstance.

50. Taken together, the Tribunal concluded that, taken at its highest, Dr Varupula's level of insight is minimal.

51. In considering whether Dr Varupula had remediated his misconduct, the Tribunal again had regard to his statements. In 2020, Dr Varupula suggested that he had made enquiries and was taking steps to rectify his financial situation. XXX. However, there was no recent evidence before the Tribunal that any of those steps had been carried out or had been successful. The Tribunal had no evidence before it to suggest that Dr Varupula had begun to appropriately remediate his serious and repeated misconduct and his connected dishonesty.

52. Most recently, in response to GMC correspondence about this hearing, Dr Varupula had indicated that he was *'not willing to go through this kind of harassment and humiliation time and again'*. He stated that he did not *'have faith in the system anymore'*. Dr Varupula appears to have now decided to disengage from these proceedings. The Tribunal concluded that Dr Varupula's current attitude and disengagement does not suggest that appropriate

and satisfactory remediation activities are likely to have been completed. The Tribunal determined that Dr Varupula had yet to demonstrate any appropriate remediation into his misconduct.

53. Having concluded that Dr Varupula's level of insight is minimal and that he has not completed any relevant remediation, the Tribunal considered whether there remained a risk of repetition. The Tribunal had regard to the chronology of events. Dr Varupula had repeated his misconduct and connected dishonest conduct at three separate Trusts over a period of 22 months. The Tribunal therefore already has an established pattern of repeated behaviour before it. Further, Dr Varupula had repeated his behaviour despite being dismissed by Great Western and then NDHT. He could have been in no doubt that the concerns about his behaviour, and his repeated attempts to exploit his position to take money from colleagues had been considered to be serious before he repeated his misconduct again in August 2020, and further abused his position by having a patient lend him money too. Dr Varupula has not provided any evidence that could reassure the Tribunal that he understands why he acted as he did. He has not remediated his conduct and has not demonstrated that he has put mechanisms in place to prevent him repeating his misconduct in the future. As such, given the chronology of this case, Dr Varupula's lack of insight, remediation or meaningful engagement, there remains a risk that Dr Varupula would repeat his misconduct in the future.

54. Having reached a conclusion on insight, remediation and risk of repetition, the Tribunal considered whether a finding of impairment was required to uphold the overarching objective. The Tribunal has found that there was serious, persistent misconduct and repeated dishonesty towards multiple doctors, including one who was a patient of Dr Varupula. Dr Varupula's actions towards Dr H, his patient, had put Dr H at risk of harm. His actions more broadly, in abusing his position by targeting junior doctors, had risked undermining the proper functioning of the medical teams in which he worked which could also have had an impact on patient care. Dr Varupula's actions risked undermining public confidence in the profession and failed to maintain proper professional standards and conduct. The Tribunal concluded that in such circumstances, a finding of impairment was required to uphold all three limbs of the overarching objective.

55. The Tribunal has therefore determined that Dr Varupula's fitness to practise is impaired by reason of misconduct.

Determination on Sanction - 02/11/2022

1. This determination will be handed down in private. However, as this case concerns Dr Varupula's misconduct a redacted version will be published at the close of the hearing.
2. Having determined that Dr Varupula's fitness to practise is impaired by reason of misconduct, the Tribunal now has to decide in accordance with Rule 17(2)(n) of the Rules on the appropriate sanction, if any, to impose.

The Evidence

3. The Tribunal has taken into account all the evidence received during the earlier stages of the hearing where relevant to reaching a decision on sanction. No further evidence was adduced at this stage of proceedings.

Submissions

4. On behalf of the GMC, Ms Duckworth submitted that the appropriate and proportionate sanction in this case was erasure. Ms Duckworth referred the Tribunal to the Sanctions Guidance (2020) ('the SG') and reminded the Tribunal of its previous findings. Ms Duckworth identified mitigating and aggravating factors for the Tribunal to consider. She reminded the Tribunal that Dr Varupula had no record of previous fitness to practise proceedings. In respect of Dr Varupula's written evidence, she submitted that any apologies should be considered '*hollow*'. Ms Duckworth submitted that Dr Varupula's limited apologies, his insight and his remediation were all inadequate. Ms Duckworth submitted that Dr Varupula's misconduct was particularly serious given his abuse of position towards colleagues and Dr H, a vulnerable patient. She submitted that his behaviour could be considered predatory and bullying. She submitted that the probity concerns arising from Dr Varupula's conduct spanned his professional and personal life.

5. Ms Duckworth took the Tribunal through the sanctions available in ascending order of severity. She submitted that in this case it would not be proportionate to take no action and that no undertakings had been offered or agreed as they would be inappropriate. Ms Duckworth submitted that conditions would not be appropriate, that no workable or measurable conditions could be formulated, and in any event, conditions would not protect the public interest. Ms Duckworth reminded the Tribunal of its findings regarding Dr

Varupula's serious misconduct and dishonesty, his insufficient insight, remediation and acknowledgment of fault and the ongoing risk of repetition. She submitted that in such circumstances an order of suspension was not adequate to uphold the overarching objective.

6. Ms Duckworth referred the Tribunal to the relevant paragraphs of the SG regarding erasure, dishonesty and abuse of position. Ms Duckworth submitted that Dr Varupula's misconduct in respect of each individual doctor, could on its own, have warranted consideration of erasure. Consequently, she submitted that, taken together, the only appropriate and proportionate sanction in this case was erasure.

The Tribunal's Determination on Sanction

7. The decision as to the appropriate sanction, if any, to impose in this case is a matter for the Tribunal exercising its own judgement. In reaching its decision, the Tribunal has taken the SG into account and borne in mind the over-arching objective.

8. The Tribunal reminded itself that the main reason for imposing any sanction is to protect the public and that sanctions are not imposed to punish or discipline doctors, even though they may have a punitive effect. Throughout its deliberations, the Tribunal has applied the principle of proportionality, balancing Dr Varupula's interests with the public interest.

Aggravating and Mitigating Factors

9. The Tribunal has already set out its decision on the facts and impairment which it took into account during its deliberations on sanction. Before considering what action, if any, to take in respect of Dr Varupula's registration, the Tribunal considered and balanced the aggravating and mitigating factors in this case.

10. The Tribunal identified the following aggravating factors:

- Dr Varupula's dishonesty was persistent and involved a number of different doctors over a period of 22 months;
- Dr Varupula continued to borrow money from colleagues and a patient after he had been dismissed by two trusts and after a GMC investigation had been commenced;
- Dr Varupula abused his position as a Consultant to advance his own financial interests to the detriment of doctors who were junior colleagues;

- Dr H was vulnerable, having just been discharged from hospital and having had a subsequent hypoglycaemic episode when Dr Varupula asked him for money;
- Dr Varupula's dishonesty in respect of Dr I amounted to him telling a deliberate lie to a Responsible Officer in an attempt to cover up his dishonesty in respect of Dr D;
- Dr Varupula has limited insight in respect of his actions amounting to an abuse of his position as a Consultant;
- There is no evidence of effective remediation before the Tribunal.

11. The Tribunal identified the mitigating factors to be:

- Dr Varupula has no record of previous fitness to practise proceedings;
- Dr Varupula was under significant financial pressure from 2017 onwards;
- Dr Varupula has made attempts to repay some of the doctors he obtained money from.

12. The Tribunal bore in mind the aggravating and mitigating factors throughout its deliberations on what the appropriate and proportionate sanction to impose would be, if any. The Tribunal considered each sanction in ascending order of severity, starting with the least restrictive.

No action

13. The Tribunal first considered whether to conclude the case by taking no action. It considered that taking no action following a finding of impaired fitness to practise would only be appropriate in exceptional circumstances. The Tribunal determined that there are no exceptional circumstances in this case and that, given the seriousness of its findings, it would not be sufficient, proportionate, nor in the public interest, to conclude this case by taking no action.

Conditions

14. The Tribunal next considered whether to impose conditions on Dr Varupula's registration. The Tribunal noted that the SG indicates, that in cases of dishonesty, it is difficult to identify any conditions that could be appropriate, proportionate, workable, and measurable. The Tribunal determined that it would be difficult to formulate appropriate and workable conditions in this case. Further, given Dr Varupula's disengagement from these proceedings, the Tribunal was not satisfied that Dr Varupula would comply with any

conditions were they imposed. Most significantly, the Tribunal determined that imposing conditions on Dr Varupula's registration would not sufficiently mark the seriousness of his misconduct and dishonesty.

Suspension

15. The Tribunal went on to consider whether to impose a period of suspension on Dr Varupula's registration. The Tribunal accepted that suspension does have a deterrent effect and could be used to send a signal to Dr Varupula, the profession, and the public about what is regarded as behaviour unbecoming a registered doctor.

16. The Tribunal had regard to paragraphs 97a, e, f and g of the SG:

'a A serious breach of Good medical practice, but where the doctor's misconduct is not fundamentally incompatible with their continued registration, therefore complete removal from the medical register would not be in the public interest. However, the breach is serious enough that any sanction lower than a suspension would not be sufficient to protect the public or maintain confidence in doctors...

e No evidence that demonstrates remediation is unlikely to be successful, e.g because of previous unsuccessful attempts or a doctor's unwillingness to engage.

f No evidence of repetition of similar behaviour since incident.

g The tribunal is satisfied the doctor has insight and does not pose a significant risk of repeating behaviour.'

17. The Tribunal had regard to its previous determinations. It had not been provided with any evidence of remediation. Prior to his disengagement with these proceedings and the GMC, Dr Varupula had not provided any indication that he had acted on the suggestions he provided to the GMC for remediation in March 2020 (before he then repeated his misconduct and dishonesty in August 2020). Therefore, the Tribunal could not be satisfied that, any steps, if they had been taken, had been successful. Dr Varupula's misconduct had been repeated at three Trusts, including in August 2020, when he had already been dismissed twice and was already subject to a GMC investigation into similar misconduct. The Tribunal was of the view that whilst Dr Varupula had made some acknowledgment of his errors, these had been qualified and often focussed on his own problems and personal

circumstances. There had been no acknowledgement of the seriousness of his misconduct, or the impact of his actions on others.

18. The Tribunal could not be satisfied, if similar financial pressures arose for Dr Varupula in the future, that he would not repeat his misconduct, abuse his position and act dishonestly towards colleagues, patients and their family members in pursuit of his own financial interests. The Tribunal concluded that paragraphs 97e, f, and g did not apply in this case.

19. Further, the Tribunal reminded itself of the nature and seriousness of Dr Varupula's misconduct and the aggravating features in this case. In light of these findings, the Tribunal considered that Dr Varupula's misconduct and connected dishonesty was fundamentally incompatible with continued registration. Accordingly, it determined that a period of suspension would not be appropriate to sufficiently protect the public interest nor would it be proportionate given the seriousness of its findings.

Erasure

20. The Tribunal reminded itself of the aggravating factors it had identified in this case and considered that the following paragraphs of the SG on erasure and dishonesty were relevant to its deliberations:

'109 Any of the following factors being present may indicate erasure is appropriate (this list is not exhaustive).

a A particularly serious departure from the principles set out in Good medical practice where the behaviour is fundamentally incompatible with being a doctor.

b A deliberate or reckless disregard for the principles set out in Good medical practice and/or patient safety...

d Abuse of position/trust (see Good medical practice, paragraph 65: 'You must make sure that your conduct justifies your patients' trust in you and the public's trust in the profession')...

h Dishonesty, especially where persistent and/or covered up (see guidance below at paragraphs 120–128).

i Putting their own interests before those of their patients (see Good medical practice paragraph 1: – ‘Make the care of [your] patients [your] first concern’ and paragraphs 77–80 regarding conflicts of interest).

j Persistent lack of insight into the seriousness of their actions or the consequences...

124 *Although it may not result in direct harm to patients, dishonesty related to matters outside the doctor’s clinical responsibility (eg providing false statements or fraudulent claims for monies) is particularly serious. This is because it can undermine the trust the public place in the medical profession. Health authorities should be able to trust the integrity of doctors, and where a doctor undermines that trust there is a risk to public confidence in the profession. Evidence of clinical competence cannot mitigate serious and/or persistent dishonesty.*

128 *Dishonesty, if persistent and/or covered up, is likely to result in erasure’*

21. Dr Varupula consistently abused his position as a Consultant. He abused his position to target Dr A, Dr B, Dr C, Dr D, Dr E and Dr F both because of their junior positions XXX In respect of Dr A, he also abused his position as the treating Consultant of a patient, who happened to be Dr A’s close relative, in order to make repeated requests for money to Dr A. Significantly, Dr Varupula’s misconduct was then made more serious because he exploited his position as a treating Consultant to ask a patient, Dr H, who was vulnerable due to his ill-health, for money after his recent discharge from hospital and minutes after he suffered a hypoglycaemic episode. Dr Varupula consistently put his own financial interests above those of his patients (Dr H and Dr A’s close relative) and his colleagues.

22. The Tribunal concluded that Dr Varupula’s dishonesty had been persistent and repeated with multiple doctors over 22 months. His misconduct formed an established pattern that included dishonestly stating that he could repay those he owed on specific dates when he knew he could not and providing false reassurances about his ability to pay.

23. Further, Dr Varupula attempted to cover up his dishonesty when he told Dr I, NDHT’s Responsible Officer, on 15 March 2019, that he had only asked Dr G for money, when he knew that in the days before he had asked Dr D for money. The Tribunal found that this was a deliberate lie told by Dr Varupula to cover up that he had repeated his dishonesty and had exploited his senior position as a Consultant to request money from Dr D. He also asked many

of those from whom he borrowed money to keep the matter confidential, which also had the effect of covering up what he was doing.

24. In August 2020, knowing he had already been referred to the GMC, Dr Varupula repeated his misconduct and dishonesty again. His misconduct was repeated with Dr E and Dr F, despite his knowledge of how seriously his actions at two previous Trusts had been taken, both in terms of his dismissals and the involvement of his regulator. At the same time, he also sought money from Dr H, a vulnerable patient.

25. The Tribunal considered that the lack of insight and remediation meant that there was a significant risk of repetition of his misconduct by Dr Varupula. The Tribunal determined that Dr Varupula's misconduct and connected dishonesty amounted to repeated serious breaches of fundamental tenets of the profession, as set out in GMP. The Tribunal concluded that Dr Varupula's misconduct was fundamentally incompatible with continued registration.

26. In such circumstances, the Tribunal determined that the only appropriate and proportionate sanction in this case was erasure. The Tribunal concluded that erasure was the only sanction that could uphold all three limbs of the overarching objective.

27. The Tribunal therefore determined that Dr Varupula's name be erased from the Medical Register.

Determination on Immediate Order - 02/11/2022

1. Having determined to erase Dr Varupula's name from the Medical Register, the Tribunal has considered, in accordance with Rule 17(2)(o) of the Rules, whether his registration should be subject to an immediate order.

Submissions

2. On behalf of the GMC, Ms Duckworth submitted that an immediate order would be appropriate in this case given the seriousness of Dr Varupula's misconduct. She submitted that if no immediate order was made, it would undermine public confidence in the medical profession.

The Tribunal's Determination

3. The Tribunal has taken account of the relevant paragraphs of the SG, in particular paragraph 172 which states:

172 The tribunal may impose an immediate order if it determines that it is necessary to protect members of the public, or is otherwise in the public interest, or is in the best interests of the doctor...

4. The Tribunal has identified that there is a risk of repetition of the misconduct carried out by Dr Varupula, which it found has the potential to have a detrimental impact on Dr Varupula's colleagues and patients. The Tribunal determined that, given the seriousness with which it viewed Dr Varupula's misconduct, its findings on impairment and the sanction it has imposed, it is necessary and in the public interest to suspend his registration with immediate effect.

5. Dr Varupula's erasure from the Medical Register will take effect 28 days from when notice is deemed to have been served upon him, unless he lodges an appeal in the interim. If Dr Varupula lodges an appeal, the immediate order for suspension will remain in place until such time as the outcome of any appeal is determined.

6. The interim order currently imposed on Dr Varupula's registration will be revoked when the immediate order takes effect.

7. That concludes the case.

ANNEX A – 28/10/2022

Application on Service and Proceeding in Absence

Service

1. Dr Varupula is neither present nor represented today. The Tribunal has therefore considered whether notice of this hearing has been properly served upon Dr Varupula in accordance with Rules 15 and 40 of the General Medical Council (Fitness to Practise) Rules 2004 (as amended) (the Rules), and Schedule 4, Paragraph 8 of the Medical Act 1983 (as amended). In so doing, the Tribunal has taken into account all the information placed before it, together with Ms Duckworth's submissions on behalf of the General Medical Council (GMC).

2. The Tribunal was informed that the GMC sent the Notice of Allegation (NoA) to Dr Varupula's registered address on 12 September 2022. The NoA was also sent to Dr Varupula via email address. The Tribunal was referred to a screenshot of Dr Varupula's registered postal and email addresses. Although the NoA was not sent to the full registered address, Dr Varupula responded to the email on 12 September 2022 and wrote *'Thank you I have received it'*. The Tribunal also had sight of other email correspondence between the GMC and Dr Varupula with various 2022 dates.

3. Ms Duckworth informed the Tribunal that the MPTS Notice of Hearing letter (NoH), dated 20 September 2022 was sent to Dr Varupula's email address on 20 September 2022. He did not respond and so the letter was posted to him on 22 September 2022. Ms Duckworth stated that the letter was not sent to Dr Varupula's full registered address and so was returned and received by the MPTS on 3 October 2022. Subsequently, the MPTS issued the letter to Dr Varupula again via email on 4 October 2022. Dr Varupula responded on 5 October 2022 and wrote *'I received the email'*.

4. The Tribunal was satisfied that Dr Varupula had received and responded to correspondence from both the GMC and the MPTS sent by email.

5. Having considered all of the evidence before it, particularly noting Dr Varupula's own replies to the GMC and MPTS, the Tribunal was satisfied that notice of the hearing had been served in accordance with Rules 15 and 40 of the General Medical Council (Fitness to

Practise) Rules 2004 (as amended) ('the Rules') and paragraph 8 of Schedule 4 to the Medical Act 1983 (as amended).

Application on Proceeding in Absence

6. The Tribunal then considered, in accordance with Rule 31 of the Rules, whether to proceed with the case in Dr Varupula's absence. It was conscious that the discretion to proceed in the absence of a doctor should be exercised with appropriate care and caution, balancing the interests of the doctor with the wider public interest.

7. Ms Duckworth invited the Tribunal to proceed in Dr Varupula's absence. She submitted that Dr Varupula is aware of these proceedings and had replied to an email from GMC on 31 August 2022 stating *'I am not going to send any comments as I do not have faith in the system anymore . Let's get to the MPTS and I might get a legal representation by that time , or may not if I cannot afford...I might send one statement in the end before MPTS, that will be all'*. In a response to the GMC on 26 September 2022, Dr Varupula wrote that he had not looked at the documents previously sent to him as they *'upset'* him, and said *'I do not have legal representation either. I am not even sure whether what is that I have to do for the upcoming MPTS... I might send one last statement for MPTS and done with it. Except my statement ,I would not want cross examine of any witnesses , nor am I interested in to prove anything or change their views'*. No further documentation was provided by Dr Varupula.

8. Ms Duckworth submitted that Dr Varupula had voluntarily absented himself. He had provided no evidence of the steps, if any, he had taken to obtain legal representation and had not explained why he has been unable to secure representation for this hearing. Ms Duckworth submitted that it was unlikely that an adjournment would enable Dr Varupula to attend proceedings either representing himself or with legal representation. Ms Duckworth submitted that it was in the public interest to proceed with Dr Varupula's hearing today.

9. The Tribunal had regard to the guidance provided in *R v Jones [2003] 1 AC HL* and *Adeogba*. It noted in particular the following relevant considerations:

- The nature and circumstances of the doctor's behaviour in absenting himself.
- In particular, whether the behaviour was voluntary and therefore that the doctor waived the right to be present;
- Whether an adjournment would result in the doctor attending on a subsequent occasion;

- Whether the doctor, although absent, wished to be represented, or whether he had waived his right to be represented.

10. The Tribunal considered Dr Varupula's email responses (set out above). It was satisfied that Dr Varupula has engaged on a limited basis with the GMC and was aware that he could provide evidence to the Tribunal to support his case. The Tribunal was of the view that there was no evidence to indicate that Dr Varupula would be more likely to attend a hearing if it was adjourned to a date in the future. His responses suggested that he had decided to now disengage with the regulatory process. Further, if it was to adjourn in an attempt to facilitate Dr Varupula's attendance, such an adjournment would essentially be open-ended. The Tribunal considered an adjournment of that nature would not be in public interest.

11. The Tribunal acknowledged that there would likely be a disadvantage to Dr Varupula if the hearing were to proceed in his absence. However, it determined, based on the evidence before it, that Dr Varupula had waived his right to attend these proceedings and had therefore voluntarily absented himself. Considering the overall public interest in these matters, the Tribunal determined that it was in the public interest to proceed with this hearing today.

12. Therefore, in accordance with Rule 31, the Tribunal has determined to proceed in Dr Varupula's absence.