**BEFORE THE ADJUDICATING OFFICER**

**SECURITIES AND EXCHANGE BOARD OF INDIA**

**[ADJUDICATION ORDER NO. Order/AS/DP/2024-25/31283]**

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**UNDER SECTION 15-I OF SECURITIES AND EXCHANGE BOARD OF INDIA ACT, 1992 READ WITH RULE 5 OF SECURITIES AND EXCHANGE BOARD OF INDIA (PROCEDURE FOR HOLDING INQUIRY AND IMPOSING PENALTIES) RULES, 1995.**

**In respect of:**

**Mamta Bhiwaniwala**

**(PAN: ADGPB7704B)**

**In the matter of dealing in Illiquid Stocks Options at BSE**

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## FACTS OF THE CASE IN BRIEF

1. Securities and Exchange Board of India (hereinafter referred to as "**SEBI**"), observed large scale reversal of trades in the Illiquid Stock Options (hereinafter referred to as "**ISO**") segment of Bombay Stock Exchange (hereinafter referred to as "**BSE**") leading to creation of artificial volume. Reversal trades are the trades in which an entity reverses its buy or sell positions in a contract with subsequent sell or buy position with the same counter party. The said reversal trades are alleged to be non-genuine trades as they lack basic trading rationale and allegedly lead to false or misleading appearance of trading leading to generation of artificial volume. In view of the same, such reversal trades are alleged to be deceptive and manipulative in nature. On account of the same, SEBI conducted an investigation into the trading activities of certain entities in Illiquid Stock Options at BSE for the period April 1, 2014 to September 30, 2015 (hereinafter referred to as "**Investigation Period/IP**").

2. Pursuant to investigation by SEBI, it was observed that during IP, a total of 2,91,643 trades comprising substantial 81.38% of all the trades executed in Stock Options of BSE were trades which involved reversal of buy and sell positions by the clients and counterparties in a contract. The investigation revealed that 14,720 entities were involved in executing non-genuine trades in BSE's Stock Options segment during the investigation period. It was observed that Mamta Bhiwaniwala (PAN – ADGPB7704B) (hereinafter referred to as the **"Noticee"**) was one of the various entities who indulged in execution of reversal trades in stock options segment of BSE during the IP. Such trades were alleged to be non-genuine in nature and created false or misleading appearance of trading in terms of artificial volumes in stock options and therefore were alleged to be manipulative and deceptive in nature. In view of the same, SEBI initiated adjudication proceedings against the Noticee for alleged violation of the provisions of Regulations 3(a), (b), (c), (d), 4(1) and 4(2)(a) of SEBI (Prohibition of Fraudulent and Unfair Trade Practices) Regulations, 2003 (hereinafter referred to as "**PFUTP Regulations**").

**APPOINTMENT OF ADJUDICATING OFFICER**

3. SEBI appointed Mr. Rohit Dubey as Adjudicating Officer (AO) in the matter vide communique dated September 27, 2021, under Section 19 read with Section 15-I of SEBI Act read with Rule 3 of SEBI (Procedure for Holding Inquiry and Imposing Penalties) Rules, 1995 (hereinafter referred to as "**Adjudication Rules**") to inquire and adjudge under section 15HA of SEBI Act. Pursuant to transfer of cases, the undersigned was appointed as Adjudicating Officer in the matter vide communique dated September 13, 2024.

**SHOW CAUSE NOTICE, REPLY AND HEARING**

4. Based on the findings by SEBI, Show Cause Notice dated January 12, 2022 (hereinafter referred to as "**SCN**") was issued to the Noticee under Rule 4(1) of Adjudication Rules to show cause as to why an inquiry should not be held and

penalty should not be imposed on it for the alleged violations of the provisions of Regulations 3(a), (b), (c), (d), 4(1) and 4(2)(a) of the PFUTP Regulations for indulging in reversal trades. .

5. It was alleged in the SCN that the Noticee had executed reversal trades in 1 Stock Options Contracts. Summary of dealings of the Noticee in the said Options contracts, in which the Noticee allegedly executed non-genuine trades during the I.P, is as follows:

| Contract name | Avg. buy rate (₹) | Total buy volume (no. of units) | Avg. sell rate (₹) | Total sell volume (no. of units) | % of Artificial volume generated by the Noticee in the contract to Noticee's Total volume in the contract | % of Artificial volume generated by the Noticee in the contract to Total volume in the contract |
|---|---|---|---|---|---|---|
| A | B | C | D | E | F | G |
| JISL15MAR75.00CE | 0.05 | 56000 | 1.06 | 56000 | 100 | 1.88 |

6. The abovementioned reversal trades and volumes through the dealings of the Noticee in one contract viz, " JISL15MAR75.00CE " during the investigation period, are illustrated as follows:

   (a) During the investigation period, 3 trades for 112000 units were executed by the Noticee in the said contract on 20/03/2015.

   (b) While dealing in the said contract on 20/03/2015, at 12:53:41.979114 hrs the Noticee entered into a buy trade with counterparty QUALITY COATINGS PRIVATE LIMITED for 4000 units at Rs 0.5 per unit. At 12:53:41.979114 hrs the Noticee entered into a sell trade with the same counterparty for 52000

units at Rs 1.1 per unit. This was followed by a buy trade with the same counterparty at 14:02:24.583540 for 56000.

(c) The Noticee's three trades, while dealing in the above said contract during the investigation period, allegedly generated artificial volume of 1,12,000 units, which made up 1.88% of total market volume in the said contract, on the aforesaid date.

7. Vide letter dated February 01, 2022, Noticee replied to the SCN through her Authorised Representative (AR) and submitted that:

a. It appears that there is certain data, documents and information available with SEBI in connection with the matter, but which has not been provided with the SCN. In order for Noticee to properly understand the basis of the allegations against the Noticee in the SCN, Noticee would need access to all the relevant documents in the possession of SEBI in connection with the matter.

b. The client had earned a minuscule profit of and it was a one-off transaction. The trade done by Noticee was a regular way of how transactions are done, i.e., she purchased and got an opportunity to sell at a profit.

c. If it is alleged that Noticee did initiate reversal trade then it ought to have been done within time gap of less than 5 minutes to have been put into definition of intentional trade reversal, but explains that trade done was absolutely genuine.

d. That, while trading in an illiquid option there are more chances of getting the trade squared off with the same party. Noticee as an investor asked her broker to buy or sell which he did on her behalf on the Exchange platform. She was not in a position to see the screen nor can the broker identify with whom the deal got punched as the details are not shared on the screen by the Exchange. Since, the trading system is

anonymous, it will be very naive to draw conclusions that the parties knew each other.

e. There is almost seven years delay in issuance of SCN. Even though there is no period of limitation provided in the SEBI Act and Regulations in the issuance of an SCN or for completion of the adjudication proceedings, the authority is required to exercise its powers within a reasonable period as held recently in Adjudicating Officer, Securities and Exchange Board of India vs. Bhavesh pabari (2019) 5 SCC 90.

f. It has been recognised by SEBI, and also Hon'ble SAT that a trade involving a time gap of seconds to 5(five) minutes could not have been structured trade.

g. Trading in 112000 units cannot by any means be considered as creating of artificial volume. Because as SEBI contended that major portion of trades were completed then it means that the contract was highly liquid and not illiquid and consecutively Noticee cannot be penalized for generating artificial trade volume.

h. The trades were executed very much within the limits provided by the exchange and within the price that as appearing of the underlying asset, otherwise it could not have been executed.

8. Vide Post SCN Intimation (PSI), dated August 02, 2022, Noticee was informed SEBI introduced a Settlement Scheme i.e. SEBI Settlement Scheme, 2022 (hereinafter referred to as "**Settlement Scheme 2022**") in terms of Regulation 26 of the Securities and Exchange Board of India (Settlement Proceedings) Regulations, 2018 (hereinafter referred to as "**Settlement Regulations**"). It was further informed that the Settlement Scheme, 2022 provided a one time opportunity to the entities against whom proceedings had been initiated and appeals against the said proceedings are pending before any forum or authority. The scheme commenced from August 22, 2022 and closed on November 21, 2022.

9. Pursuant to that, vide public notice dated November 21, 2022, it was advertised/informed that "*Considering the interest of entities in availing the Scheme, the competent authority has extended the period of the Scheme till January 21, 2023*".

10. Vide letter dated November 19, 2022, Noticee reiterated the submissions made vide reply dated February 01, 2022.

11. It was observed that Noticee did not avail the Settlement Scheme 2022, in view of which, the adjudication proceeding against the Noticee was resumed.
12. Subsequently, vide hearing notice dated May 31, 2023, Noticee was granted opportunity of being heard on July 10, 2023. Vide email dated July 06, 2023, Noticee forwarded name of the Authorised Representative (AR).

13. The AR of the Noticee appeared for the hearing on July 10, 2023 and reiterated the submissions made vide replies dated February 01, 2022 and November 19, 2022. The AR further stated that he is willing to settle the matter if SEBI comes out with any settlement scheme, otherwise requested to proceed matter on merits of the case.

14. Subsequently, a second PSI dated March 06, 2024, was issued to the Noticee wherein it was informed to the Noticee that SEBI introduced another Settlement Scheme i.e. SEBI Settlement Scheme, 2024 (hereinafter referred to as "**Settlement Scheme 2024**") in terms of Regulation 26 of Settlement Regulations. It was informed that the Settlement Scheme, 2024 provided opportunity to the entities against whom proceedings had been initiated and appeals against the said proceedings are pending before any forum or authority. The scheme commenced from March 11, 2024 to May 10, 2024.

15. Further, vide Public Notice dated May 08, 2024, the Settlement Scheme 2024 was extended till June 10, 2024 by SEBI.

16. However, Noticee did not avail the settlement scheme and therefore, the adjudication proceedings against the Noticee were resumed.

17. Vide hearing notice dated October 07, 2024, Noticee was granted opportunity of hearing on October 14, 2024. Vide email dated October 14, 2024, Noticee requested adjournment of the hearing. Accordingly, vide email dated October 14, 2024, Noticee was advised to appear for the hearing on November 05, 2024. Vide email dated November 05, 2024, Noticee forwarded the name of her Authorised Representative. The AR of the Noticee appeared for the hearing on November 05, 2024 and reiterated the submissions made vide reply dated February 01, 2022 and November 19, 2022. The AR requested that a lenient view may be taken.

**CONSIDERATION OF ISSUES AND EVIDENCE**

18. I have carefully perused the charges levelled against the Noticee in the SCN, its reply and the material / documents available on record. In the instant matter, the following issues arise for consideration and determination:-

I. **Whether the Noticee has violated Regulations 3(a), (b), (c), (d) and 4(1) and 4(2)(a) of PFUTP Regulations?**

II. **Do the violations, if any, on the part of the Noticee attract monetary penalty under section 15HA of SEBI Act?**

III. **If so, what would be the quantum of monetary penalty that can be imposed on the Noticee after taking into consideration the factors mentioned in section 15J of the SEBI Act?**

19. Before proceeding further, I would like to refer to the relevant provisions of the PFUTP Regulations:

***3. Prohibition of certain dealings in securities***

*No person shall directly or indirectly –*

*(a) buy, sell or otherwise deal in securities in a fraudulent manner;*

*(b) use or employ, in connection with issue, purchase or sale of any security listed or proposed to be listed in a recognised stock exchange, any manipulative or deceptive device or contrivance in contravention of the provisions of the Act or the rules or the regulations made there under;*

*(c) employ any device, scheme or artifice to defraud in connection with dealing in or issue of securities which are listed or proposed to be listed on a recognised stock exchange;*

*(d) engage in any act, practice, course of business which operates or would operate as fraud or deceit upon any person in connection with any dealing in or issue of securities which are listed or proposed to be listed on a recognised stock exchange in contravention of the provisions of the Act or the rules and the regulations made thereunder.*

***4. Prohibition of manipulative, fraudulent and unfair trade practices***

*(1) Without prejudice to the provisions of regulation 3, no person shall indulge in a fraudulent or an unfair trade practice in securities.*

*(2) Dealing in securities shall be deemed to be a fraudulent or an unfair trade practice if it involves fraud and may include all or any of the following, namely;-*

*(a) indulging in an act which creates false or misleading appearance of trading in the securities market;*

***Issue No. 1: Whether the Noticee has violated provisions of Regulations 3(a), (b), (c), (d) and Regulation 4(1) and 4(2)(a) of PFUTP Regulations?***

20. In her replies, Noticee has contended that there has been a delay in issuance of SCN. In this regard, it is noted that pursuant to a preliminary examination conducted in the Illiquid Stock Options matter, Interim order was passed by SEBI on August 20, 2015 which was confirmed vide Orders dated July 30, 2016 and August 22, 2016. Meanwhile, SEBI initiated a detailed investigation relating to stock options segment of BSE which was completed in the year 2018. The investigation revealed that 14,720 entities were involved in executing non-

genuine trades in BSE's stock option segment during the investigation period. The proceedings initiated vide the aforementioned Interim Order were disposed of vide Final Order dated April 05, 2018 also considering that appropriate action was initiated against the said 14, 720 entities in a phased manner. During the course of hearing in the case of R. S. Ispat Ltd Vs SEBI, the Hon'ble Securities Appellate Tribunal (SAT), vide its Order dated October 14, 2019, inter alia observed that "SEBI may consider holding a Lok Adalat or adopting any other alternative dispute resolution process with regard to the Illiquid Stock Options".

21. A Settlement Scheme was framed under the SEBI (Settlement Proceedings) Regulations, 2018, which provided one-time opportunity for settlement of proceedings in the Illiquid Stock Options matter. The said scheme was kept open from August 01, 2020 till December 31, 2020. Adjudication proceedings were initiated against those entities who had not availed of the opportunity of settlement. Further, another settlement scheme i.e. Settlement Scheme 2022 was introduced pursuant to the order of Hon'ble SAT dated May 12, 2022. Finally, third settlement scheme i.e. Settlement Scheme 2024 was introduced from March 11, 2024.

22. It is further noted that there are no timelines prescribed in the SEBI Act, 1992 for the purpose of identifying trades as non-genuine. In this regard, it is pertinent to note that, in the matter of SEBI Vs Bhavesh Pabari (2019) SCC Online SC 294, the Hon'ble Supreme Court of India has, inter alia, held that:

"*There are judgments which hold that when the period of limitation is not prescribed, such power must be exercised within a reasonable time. What would be reasonable time, would depend upon the facts and circumstances of the case, nature of the default/statute, prejudice caused, whether the third-party rights had been created etc*."

23. As can be seen from the narration of facts in the foregoing paragraphs, pursuant to appointment of AO on September 27, 2021, SCN dated January 12, 2022 was issued to the Noticee. First PSI dated August 02, 2022 was issued to Noticee to inform about the second Settlement Scheme 2022. As the Noticee did not avail the settlement scheme, in the interest of natural justice, she was provided opportunities of hearing on July 10, 2023. Subsequently, the Noticee was informed regarding the Settlement Scheme 2024 vide second PSI dated March 06, 2024. As the Noticee had not availed the third settlement scheme, she was provided an opportunity of personal hearing on November 05, 2024. Hence, there has been no delay as alleged by the Noticee.

24. Noticee in her reply has contended that data, documents and information available with SEBI in connection with the matter, was not provided to her. In this regard, I note that, vide SCN dated January 12, 2022 and PSI dated August 02, 2022, all the relevant data pertaining to the Noticee was provided to her. Therefore, the contentions of the Noticee is misplaced.

25. I note that it is alleged that the Noticee, while dealing in the stock option contracts at BSE during the IP, had executed reversal trades which were allegedly non-genuine trades and the same had resulted in generation of artificial volume in stock option contracts at BSE. Reversal trades are considered to be those trades in which an entity reverses it's buy or sell positions in a contract with subsequent sell or buy positions with the same counterparty during the same day. The said reversal trades are alleged to be non-genuine trades as they are not executed in the normal course of trading, lack basic trading rationale, lead to false or misleading appearance of trading in terms of generation of artificial volumes and hence, are deceptive and manipulative.

26. From the documents on record, I note that the Noticee was one of the entities who had indulged in creating artificial volume of 112000 units through 3 non genuine

reversal trades in 1 Stock Options Contracts during IP. The summary of trades is given below:

| Contract name | Avg. buy rate (₹) | Total buy volume (no. of units) | Avg. sell rate (₹) | Total sell volume (no. of units) | % of Artificial volume generated by the Noticee in the contract to Noticee's Total volume in the contract | % of Artificial volume generated by the Noticee in the contract to Total volume in the contract |
|---|---|---|---|---|---|---|
| A | B | C | D | E | F | G |
| JISL15MAR75.00CE | 0.05 | 56000 | 1.06 | 56000 | 100 | 1.88 |

27. The abovementioned reversal trades and volumes through the dealings of the Noticee in one contract viz, " JISL15MAR75.00CE " during the investigation period, is as follows:

    a. During the investigation period, 3 trades for 112000 units were executed by the Noticee in the said contract on 20/03/2015.

    b. While dealing in the said contract on 20/03/2015, at 12:53:41.979114 hrs the Noticee entered into a buy trade with counterparty QUALITY COATINGS PRIVATE LIMITED for 4000 units at Rs 0.5 per unit. At 12:53:41.979114 hrs the Noticee entered into a sell trade with the same counterparty for 52000 units at Rs 1.1 per unit. This was followed by a buy trade with the same counterparty at 14:02:24.583540 for 56000.

    c. The Noticee's three trades, while dealing in the above said contract during the investigation period, allegedly generated artificial volume of 1,12,000 units, which made up 1.88% of total market volume in the said contract, on the aforesaid date.

28. The non-genuineness of these transactions executed by the Noticee is evident from the fact that there was no commercial basis as to why, within a short span of

time, the Noticee reversed the position with the same counterparty with significant price difference on the same day. The fact that the transactions in a particular contract were reversed with the same counterparties indicates a prior meeting of minds with a view to execute the reversal trades at a pre-determined price. Since these trades were done in illiquid option contract, there was negligible trading in the said contract and hence, there was no price discovery in the strictest terms. The wide variation in prices of the said contract, within a short span of time, is a clear indication that there was pre-determination in the prices by the counterparties while executing the trades. Thus, it is observed that Noticee had indulged in reversal trades with its counterparty in the stock options segment of BSE and the same were non-genuine trades.

29. Noticee has contended that there has been no nexus with the counterparty. Noticee has further submitted that electronic trading system do not allow transacting parties to know their counter parties.

30. In this regard, it is noted that it is not mere coincidence that the Noticee could match her trades with the same counterparty with whom she had undertaken first leg of the respective trades. The fact that the transactions in a particular contract were reversed with the same counterparty for the same quantity of units, indicates a prior meeting of minds with a view to execute the reversal trades at a pre-determined price. It is further noted that direct evidence is not forthcoming in the present matter as regards to meeting of minds or collusion with other entities inter-alia the counterparties or agents/fronts. However, trading behaviour as noted above make it clear that aforesaid non-genuine trades could not have been possible without meeting of minds at some level.

31. Here I would like to rely on the following judgement of Hon'ble Supreme Court in SEBI v Kishore R Ajmera (AIR 2016 SC 1079), wherein it was held that:

*"...According to us, knowledge of who the 2nd party / client or the broker is, is not relevant at all. While the screen based trading system keeps the identity of the parties anonymous it will be too naïve to rest the final conclusions on the said basis which overlooks a meeting of minds elsewhere. Direct proof of such meeting of minds elsewhere would rarely be forthcoming...in the absence of direct proof of meeting of minds elsewhere in synchronized transactions, the test should be one of preponderance of probabilities as far as adjudication of civil liability arising out of the violation of the Act or provision of the Regulations is concerned. The conclusion has to be gathered from various circumstances like that volume of the trade effected; the period of persistence in trading in the particular scrip; the particulars of the buy and sell orders, namely, the volume thereof; the proximity of time between the two and such other relevant factors. The illustrations are not exhaustive.*

*It is a fundamental principle of law that proof of an allegation levelled against a person may be in the form of direct substantive evidence or, as in many cases, such proof may have to be inferred by a logical process of reasoning from the totality of the attending facts and circumstances surrounding the allegations/charges made and levelled. While direct evidence is a more certain basis to come to a conclusion, yet, in the absence thereof the Courts cannot be helpless. It is the judicial duty to take note of the immediate and proximate facts and circumstances surrounding the events on which the charges/allegations are founded and to reach what would appear to the Court to be a reasonable conclusion therefrom. The test would always be that what inferential process that a reasonable/prudent man would adopt to arrive at a conclusion."*

32. The observations made in the aforesaid judgment of Hon'ble Supreme Court apply with full force to the facts and circumstances of the present case. Therefore, applying the ratio of the above judgments, it is observed that the execution of trades by the Noticee in the illiquid options segment with such precision in terms

of order placement, time, price, quantity etc. and also the fact that the transactions were reversed with the same counterparty clearly indicates a prior meeting of minds with a view to execute the reversal trades at a pre-determined price. The only reason for the wide variation in prices of the same contract, within short span of time was a clear indication that there was pre-determination in the prices by both the counterparty when executing the trades. Thus, the nature of trading, as brought out above, clearly indicates an element of prior meeting of minds and therefore, a collusion of the Noticee with its counterparty to carry out the trades at pre - determined prices.

33. It is also relevant to refer to judgement of the Hon'ble Securities Appellate Tribunal in the matter of Ketan Parekh vs SEBI (in Appeal No. 2 of 2004; date of decision July 14, 2006):

"*In other words, if the factum of manipulation is established it will necessarily follow that the investors in the market had been induced to buy or sell and that no further proof in this regard is required. The market, as already observed, is so wide spread that it may not be humanly possible for the Board to track the persons who were actually induced to buy or sell securities as a result of manipulation and law can never impose on the Board a burden which is impossible to be discharged. This, in our view, clearly flows from the plain language of Regulation 4 (a) of the Regulations.*"

34. In this regard, reliance is placed on judgment of Hon'ble Supreme Court in the matter in respect of SEBI v Rakhi Trading Private Limited, Civil Appeal Nos. 1969, 3174-3177 and 3180 of 2011, decided on February 8, 2018 on similar factual situations, which *interalia* states that:

"*Considering the reversal transactions, quantity, price and time and sale, parties being persistent in number of such trade transactions with huge price variations, it*

*will be too naive to hold that the transactions are through screen-based trading and hence anonymous. Such conclusion would be over-looking the prior meeting of minds involving synchronization of buy and sell order and not negotiated deals as per the board's circular. The impugned transactions are manipulative/deceptive device to create a desired loss and/or profit. Such synchronized trading is violative of transparent norms of trading in securities….."*

35. Therefore, the trading behaviour of the Noticee confirms that such trades were not normal, indicating that the trades executed by the Noticee were not genuine trades and being non-genuine, created an appearance of artificial trading volumes in respective contracts. In view of the above, I find that the allegation of violation of regulations 3(a), (b), (c) and (d), 4(1), 4(2)(a) of PFUTP Regulations by the Noticee stands established.

***Issue No. 2: Do the violations, if any, on the part of the Noticee attract monetary penalty under section 15HA of SEBI Act?***

36. Considering the findings that the Noticee as mentioned above has executed non-genuine trades resulting in the creation of artificial volume, thereby violating the provisions of Regulation 3(a), (b), (c) & (d) & Regulation 4(1) and 4(2)(a) of the PFUTP Regulations and in terms of the judgement of Hon'ble Supreme Court of India in the matter of **SEBI Vs. Shriram Mutual Fund** [2006] 68 SCL 216 (SC) decided on May 23, 2006, wherein it was held that "*In our considered opinion, penalty is attracted as soon as the contravention of the statutory obligation as* contemplated *by the Act and the Regulations is established and hence the intention of the parties committing such violation becomes wholly irrelevant. A breach of civil obligation which attracts penalty in the nature of fine under the provisions of the Act and the Regulations would immediately attract the levy of penalty irrespective of the fact whether contravention must made by the defaulter with guilty intention or not.",* I am convinced that it is a fit case for imposition of

monetary penalty under the provisions of Section 15 HA of SEBI Act which reads as under:

***Penalty for Fraudulent and Unfair trade practices.***

*15HA. If any person indulges in fraudulent and unfair trade practices relating to securities, he shall be liable to a penalty which shall not be less than five lakh rupees but which may extend to twenty-five crore rupees or three times the amount of profits made out of such practices, whichever is higher.*

***Issue No. 3: If so, what would be the quantum of monetary penalty that can be imposed on the Noticee after taking into consideration the factors mentioned in section 15J of the SEBI Act?***

37. While determining the quantum of penalty under Section 15HA of the SEBI Act, it is important to consider the factors as stipulated in Section 15J of the SEBI Act which read as under: -

***Factors to be taken into account while adjudging quantum of penalty.***

*15J. While adjudging quantum of penalty under 15-I or section 11 or section 11B, the Board or the adjudicating officer shall have due regard to the following factors, namely: —*

*(a) the amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;*

*(b) the amount of loss caused to an investor or group of investors as a result of the default;*

*(c) the repetitive nature of the default.*

*[Explanation. —For the removal of doubts, it is clarified that the power to adjudge the quantum of penalty under sections 15A to 15E, clauses (b) and (c) of section 15F, 15G, 15H and 15HA shall be and shall always be deemed to have been exercised under the provisions of this section.]*

38. As established above, the trades by the Noticee were non-genuine in nature and created a misleading appearance of trading in the aforesaid contract. I note that when the impact of artificial volume created by the two counterparties is seen as a whole, it is not possible, from the material on record, to quantify the amount of disproportionate gain or unfair advantage resulting from the artificial trades between the counter parties or the consequent loss caused to investors as a result of the default. Further, the material available on record does not demonstrate any repetitive default on the part of the Noticee. However, considering that the 3 non-genuine trades entered by the Noticee in 1 contract led to creation of artificial trading volumes which had the effect of distorting the market mechanism in the Illiquid Stock Options segment of BSE, I find that the aforesaid violations were detrimental to the integrity of securities market and therefore, the quantum of penalty must be commensurate with the serious nature of the aforesaid violations.

**ORDER**

39. In view of the above, after considering all the facts and circumstances of the case and the factors mentioned in the provisions of Section 15J of the SEBI Act, I, in exercise of the powers conferred upon me under Section 15-I of the SEBI Act read with Rule 5 of the Adjudication Rules, conclude that the proceedings against the Noticee stands established in terms of the provisions of the SEBI Act. Hence, in view of the charges established under the provisions of the SEBI Act, I, hereby impose monetary penalty of **₹5,00,000/- (Rupees Five Lakh only**) on the Noticee (Mamta Bhiwaniwala) under section 15HA of SEBI Act for the violation of Regulations 3(a), (b), (c) and (d), 4(1), 4(2)(a) of PFUTP Regulations. I am of the view that the said penalty is commensurate with the violations committed by Noticee.

40. The Noticee shall remit/pay the said amount of penalty within 45 days of receipt of this order in either of the way, such as by following the path at SEBI website www.sebi.gov.in:

**ENFORCEMENT >Orders >Orders of AO> PAYNOW;**

41. In the event of failure to pay the said amount of penalty within 45 days of the receipt of this Order, recovery proceedings may be initiated under Section 28A of the SEBI Act for realization of the said amount of penalty along with interest thereon*, inter alia*, by attachment and sale of movable and immovable properties of Noticee.

42. In terms of the provisions of Rule 6 of the Adjudication Rules, a copy of this order is being sent to the Noticee and also to SEBI.

ASHA SHETTY
Digitally signed by ASHA SHETTY
Date: 2025.03.20 16:21:52 +05'30'

**Place: Mumbai** **ASHA SHETTY**

**Date: March 20, 2025** **ADJUDICATING OFFICER**