BEFORE THE ADJUDICATING OFFICER

SECURITIES AND EXCHANGE BOARD OF INDIA

ADJUDICATION ORDER NO. Order/MR/VV/2021-22/15508

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

In respect of:

Sukriti Sinha

PAN: CGCPS7572K

In the matter of dealings in Illiquid Stock Options at the BSE

A. BACKGROUND

1. Securities and Exchange Board of India (hereinafter referred to as the "**SEBI**") conducted an investigation into the trading activity in illiquid stock options on BSE Limited (hereinafter referred to as the "**BSE**") for the period April 01, 2014 to September 30, 2015 (hereinafter referred to as the "**investigation period**") after observing large scale reversal of trades in the stock options segment of the BSE.

2. The investigation revealed that during the investigation period, out of the total trades executed on the BSE stock options segment, around 81% were reversal / non-genuine. It was observed that Sukriti Sinha (hereinafter referred to as the **"Noticee"**) was one among the various entities who had indulged in execution of reversal trades in stock options segment of BSE during the investigation period. The aforesaid reversal trades allegedly resulted into generation of artificial volumes, leading to allegations that the Noticee had violated regulations 3(a), (b), (c), (d), 4(1) and 4(2) (a) of the Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003 (hereinafter referred to as the "**PFUTP Regulations**").

B. APPOINTMENT OF ADJUDICATING OFFICER

3. SEBI initiated adjudication proceedings and appointed the undersigned as the adjudicating officer under section 15I of the Securities and Exchange Board of India Act, 1992 (hereinafter referred to as the "**SEBI Act**") read with rule 3 of the Securities and Exchange Board of India (Procedure for Holding Inquiry and Imposing Penalties) Rules, 1995 (hereinafter referred to as the "**Adjudication Rules**") vide order dated July 2, 2021 to inquire into and adjudge under section 15HA of the SEBI Act, against the Noticee for the alleged violation of the aforesaid provisions of the PFUTP Regulations. The said appointment was communicated vide communiqué dated July 6, 2021.

C. SHOW CAUSE NOTICE, REPLY AND HEARING

4. A show cause notice dated October 22, 2021 bearing number "SEBI/HO /LAD1/LAD1_DOP3/P/OW/2021/29553/1" (hereinafter referred to as the "**SCN**") was served upon the Noticee under rule 4(1) of the Adjudication Rules to show cause as to why an inquiry should not be held and penalty not be imposed against the Noticee under section 15HA of the SEBI Act for the alleged violation of regulations 3(a),(b),(c),(d), 4(1) and 4(2)(a) of the PFUTP Regulations. The SCN was served to the Noticee vide an e-mail dated October 22, 2021. The SCN was also duly served to the Noticee vide Registered Post AD on November 1, 2021.

5. The SCN issued to the Noticee, *inter alia,* alleged the following:

   a) The Noticee was one of the entities which had indulged in reversal trades which allegedly created false and misleading appearance of trading, generating artificial volumes in stock options segment of the BSE during the investigation period;

   b) The Noticee had engaged in two (2) trades in one (1) unique contract which led to generation of artificial volume in the aforesaid unique contract;

c) In the said contract, the trades entered by the Noticee were reversed with the same counterparty at a substantial price difference without any basis, which indicates that these trades were artificial and non-genuine in nature; and

d) The Noticee's two (2) trades in the said contract during the investigation period had allegedly generated artificial volume of 4,00,000 units, 50% of total market volume in the said contract on March 11, 2015, i.e., the day on which the Noticee traded.

6. By indulging in execution of the aforesaid non-genuine reversal trades, the Noticee has allegedly violated regulations 3(a),(b),(c),(d), 4(1) and 4(2)(a) of the PFUTP Regulations.

7. The Noticee submitted her reply to the SCN vide email dated November 11, 2021 wherein, it is, *inter alia*, submitted as under:

a. That the trades were executed through BSE which is a well-recognized stock exchange;
b. That the trades were executed through a SEBI registered broker;
c. That the transactions are carried out in an online mode and therefore it is impossible for the Noticee to know the buyer/seller at the other end;
d. That trading activity in options is usually undertaken by traders to earn speculative profit in options made available by the stock exchanges in a routine manner; and
e. That the price of shares of NTPC on March 11, 2015 varied from INR 124 to INR 129 and that the Noticee purchased the options at a trade rate of INR 0.1 and sold them at 1.10 whereas the fluctuation in the price of shares was around INR 5. Therefore, had the intention of the Noticee been to generate artificial volume and gain non-genuine profits, the Noticee could have made profit of a larger amount.

8. After considering the material available on record, it was decided that an inquiry should be held in the matter in accordance with the Adjudication Rules. Accordingly, an opportunity of personal hearing was granted to the Noticee on January 25, 2022 at

3 PM vide Notice of Hearing dated December 20, 2021. Pursuant to the issuance of the hearing notice, the Noticee filed a detailed reply vide email dated January 20, 2022 (hereinafter referred to as the **"reply"**) wherein the Noticee has, *inter alia,* raised the following contentions:

a) That the Noticee is a small investor and has earned a small profit of INR 1,99,881 through these transactions which was duly disclosed in the Noticee's Income Tax Return;

b) That since the trading is carried out on online platform, it is impossible to know who the buyer/seller will be and that the counterparty in the present case is entirely an unknown entity to the Noticee;

c) That the price of the stock options of a company depends on the price of the underlying shares and share prices of NTPC on March 11, 2015 varied between INR 124-129 i.e. there was a variation of INR 5 and the Noticee purchased the stocks at INR 0.10 and sold the same at INR 1.10, by making a profit of INR 1, when plausibly the stock prices would have seen a variation of more than INR 1 due to the price variation in the underlying shares; and

d) That even if it is assumed that the Noticee has violated the PFUTP Regulations, no penalty may be imposed as the Noticee has only executed a singular trade.

9. On the scheduled date of hearing i.e. January 25, 2022, the Authorized Representative (hereinafter referred to as the **"AR"**) of the Noticee, namely, Ms. Lavanya Gadodia, appeared before me through video conferencing and reiterated the submissions made in the aforesaid two replies and also relied on the order passed by another Adjudicating Officer in ***In Re: Ansuya M Trivedi***[1], to bring it on record that the Noticee therein is the counterparty in the present case and that while the counterparty had been repeatedly trading, the Noticee in the present matter has only traded twice and therefore the trades of the Noticee are minimal.

[1] March 25, 2019

CONSIDERARTION OF ISSUES AND FINDINGS

10. I have carefully perused the charges levelled against the Noticee in the SCN, the replies dated November 11, 2021 and January 20, 2022 and the material available on record. The issues that arise for consideration in the instant matter are:

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

b) **Issue No. II:** Does the violation, if any, attract monetary penalty under section 15HA of the SEBI Act?; and

c) **Issue No. 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?

11. Before dealing with aforesaid issues, I would like to deal with the contentions raised by the Noticee in the replies dated November 11, 2021 and January 20, 2022.

12. The Noticee has stated that the trades were executed through BSE which is a well-recognized stock exchange and that the trades were executed through a SEBI registered broker. Trades being executed through a registered broker, who is acting on the instructions of the client, or executing trades through BSE does not mean that the transactions can be labelled as bonafide *per se*. Since there are external factors also at play such as involvement of human intelligence, matching of trades within a short span of time with the same counterparty from whom the scrip was bought and sold etc. Therefore, I find that the aforesaid arguments of the Noticee does not absolve her from the liability.

13. The Noticee has stated that since the transactions are carried out in an online mode, it is impossible for the Noticee to know the identity of the buyer/seller at the other end. I find that counterparty being the same in both legs of the reversal transaction cannot be a mere coincidence. The same can only be done through a pre-

planned meeting of minds to deal in such manner. In this light, I consider it important to refer to decision of the Hon'ble Supreme Court in the matter of ***SEBI Vs. Kishore R Ajmera***[2] wherein the Hon'ble Supreme Court, *inter alia,* held:

> *"22. 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.*
>
> *……*
>
> *26…..Direct proof of such meeting of minds elsewhere would rarely be forthcoming. The test, in our considered view, is 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 framed thereunder 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."*

14. Thus, I note that although there might not be any direct evidence connecting the parties with each other but the trading behavior of the Noticee makes it amply clear that the reversal trades in the present case could not have been executed without prior meeting of minds at some level.

[2] Decided on February 23, 2016.

15. The Noticee has stated that the trading activity in options is usually undertaken by traders to earn speculative profits in options made available by the stock exchanges in a routine manner. In this regard, it is noted that the present case against the Noticee is not for making profits but for defrauding the market by generating artificial volume in illiquid stock options segment. Therefore, Noticee's contention is liable to be rejected.

16. The Noticee has relied upon the variation in the underlying price of the shares of NTPC to contend that due to a high price movement, the Noticee could have made larger profits if the intention of the Noticee had been to generate artificial volume and gain non-genuine profits. I note that the Noticee executed the buy trade for 2,00,000 units for INR 0.1 and reversed the same for INR 1.10, making an admitted profit of INR 1,99,881 in the process. The Noticee's contention that she did not make a larger profit even though she could have done so, cannot be accepted as a valid defense to exonerate the Noticee of the present violations. The mere fact that the Noticee did not commit a greater wrong cannot justify the wrong already committed by the Noticee. Thus, the present contention of the Noticee is not tenable in law.

17. The Noticee has also stated that she is a small investor and the profit made through the said trade, i.e. INR 1,99,881 was duly declared in the Income tax Returns (hereinafter referred to as the **"ITR"**) by the Noticee. I note that the contention of the Noticee is not sustainable as the allegation against the Noticee is not of a tax fraud rather it is that the Noticee had generated artificial volume by trading in illiquid stock options segment. The fact that Noticee has duly filed her ITR cannot sanctify the violations committed by the Noticee. Therefore, the Noticee declaring the profit made in the ITR is not of much relevance in the present case.

18. Lastly, the Noticee has stated that even if it assumed that the Noticee stands in violation of the PFUTP Regulations, the Noticee may be exonerated as the Noticee has executed only two trades vide one contract. Further, during the course of the hearing, the AR of the Noticee placed reliance on the adjudication order in the matter

of ***In re: Ansuya M Trivedi***[3]. The said entity is the counterparty in the present matter and the AR of the Noticee has submitted that the said counterparty was penalized in view of multiple trades executed by it whereas the Noticee in the present matter has only executed two trades. Here, I am of the view that number of trades entered into by the Noticee is not of much relevance, as long as the trades result into violation of the PFUTP Regulations. At this juncture, I would like to refer to the decision of the Hon'ble Supreme Court in the matter of ***SEBI Vs. Rakhi Trading***[4] wherein the Hon'ble Supreme Court, *inter alia,* held that:

> *"37. …………..The stock market is not a platform for any fraudulent or unfair trade practice. The field is open to all the investors. By synchronization and rapid reverse trade, as has been carried out by the traders in the instant case, the price discovery system itself is affected. Except the parties who have pre-fixed the price nobody is in the position to participate in the trade. It also has an adverse impact on the fairness, integrity and transparency of the stock market."*

19. I would also like to refer to the decision of the Hon'ble Securities Appellate Tribunal in the matter of ***Shivam Investments Vs. SEBI***[5] wherein the Hon'ble Tribunal, *inter alia,* held that:

> *"We are of the view that in the facts and circumstances of this case, the volume of trades, as contended by the appellant, is not relevant since the wrong doing stands established."*

20. In view of the above judgments, it is amply clear that the Noticee merely executing two trades is not of much relevance as long as the factum of violation of PFUTP Regulations stands established. Thus, the plea of the Noticee that the penalty may not be imposed upon the Noticee as only two trades were executed by the Noticee is not sustainable.

[3] Decided on March 25, 2019
[4] Decided on February 8, 2018
[5] Decided on April 12, 2012.

21. Since the contentions raised by the Noticee have been dealt with in the above paragraphs, I would like to deal with the issues framed at Para 10. In order to decide the Issue No. I, I would like to refer to the relevant provisions of the PFUTP Regulations as below:

> ***"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 recognized 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 recognized 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 recognized stock exchange in contravention of the provisions of the Act or the rules and the regulations made there under."*

> ***"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;"*

22. I note that allegation against the Noticee is that, while dealing in the stock option contracts at BSE during the investigation period, the Noticee had executed reversal trades which were non-genuine 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 its buy or sell positions in a contract with subsequent sell or buy positions with the same counterparty during the same day.

23. The said reversal trades are considered 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. In this regard, I would like to place my reliance on the decision of the Hon'ble Supreme Court in the matter of ***SEBI Vs. Rakhi Trading Pvt. Limited***[6] wherein the Hon'ble Supreme Court, *inter alia,* held that:

> *"31…. The non-genuineness of these transactions is evident from the fact that there was no commercial basis to suddenly, within a matter of minutes, reverse a transaction when the value of the underlying had not undergone any significant change.*
>
> *………*
>
> *………*
>
> *73. Applying the test laid down in Kishore R. Ajmera case to the present case, I find that by cumulative analysis of the reversal transactions between Respondent and Kasam Holding, quantity, time and significant variation of prices, without major variation in the underlying price of the securities clearly indicate that the Respondent's trades are not genuine and had only misleading appearance of trading in the securities market, without intending to transfer beneficial ownership."*

24. I note from the trades of the Noticee that the Noticee had traded in one contract in the stock options segment of BSE during the investigation period and executed two trades in the said contract. The aforesaid trades of the Noticee generated an artificial volume of 4,00,000 units in the said contract. Summary of the trades executed by the Noticee is produced below for the sake of convenience:

Particulars	**Buy**	**Sell**
CONTRACT NAME	NTPC15MAR160.00CE	NTPC15MAR160.00CE
TRADE DATE	11/03/2015	11/03/2015
CLIENT NAME WITH PAN	SUKRITI SINHA CGCPS7572K	ANSUYA M TRIVEDI ACYPT6696F
CP CLIENT NAME	ANSUYA M TRIVEDI ACYPT6696F	SUKRITI SINHA CGCPS7572K

[6] Decided on February 8, 2018

ORDER NO.	1426053725231008002	1426053725231008005
CP ORDER NO.	1426053725231008001	1426053725231008004
TRADE TIME	13:50:38.499191	13:50:44.346746
ORDER LMTIME	13:50:38.499191	13:50:44.346746
CP ORDER LMTIME	13:50:38.471371	13:50:44.199448
TRADE RATE	0.1	1.1
TRADE VALUE	32020000	32220000
PREMIUM TRADE VALUE	20000	220000
ORDER_LMRATE	0.1	1.1
CP ORDER LMRATE	0.1	1.1
TRADED QTY (no. of units)	200000	200000
ORDER LMQTY	200000	400000

25. I find that that the trades executed by the Noticee were squared up within a span of few seconds with the same counterparties. The Noticee on March 11, 2015 at 13:50:38.499191 hrs. entered into a buy trade with the counterparty Ansuya M. Trivedi for 2,00,000 units at the rate of INR 0.1 per unit in the contract 'NTPC15MAR160.00CE'. Thereafter, on the same day, the Noticee entered into a sell trade at 13:50:44.346746 hrs. with the same counterparty for 2,00,000 units at the rate of INR 1.10 per unit.

26. Thus, while dealing in the said contract during the investigation period, the Noticee executed reversal trades with the same counterparty viz. Ansuya M Trivedi on the same day, within a span of few seconds. Such matching of trades cannot be said to be a mere coincidence. Therefore, the Noticee generated an artificial volume of 4,00,000 units in the said contract which was 50% of the volume traded in the particular contract on March 11, 2015. The said trades of the Noticee have also contributed in creation of large artificial volume in the said contract, which may have attracted other gullible investors in the said contract.

27. I find that 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 his counterparties with significant price difference. The fact that the transactions in a particular contract were reversed with the same counterparties on the same day within a short span of time 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.

28. In this context, I deem it appropriate to refer to the decision of the Hon'ble Securities Appellate Tribunal in the case of ***Ketan Parekh Vs. SEBI***[7], wherein the Hon'ble Securities Appellate Tribunal has, *inter alia,* held that –

> *"The nature of transactions executed, the frequency with which such transactions are undertaken, the value of the transactions, the conditions then prevailing in the market are some of the factors which go to show the intention of the parties. This list of factors, in the very nature of things, cannot be exhaustive. Any one factor may or may not be decisive and it is from the cumulative effect of these that an inference will have to be drawn."*

29. I find that 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 this regard, I place reliance on the decision of the Hon'ble Securities Appellate Tribunal in the matter of **Global Earth Properties Vs. SEBI**[8] wherein the Hon'ble Tribunal, *inter alia,* held that:

> *"12. .....The reversal of trades executed by the Appellant cannot be called a normal trading transaction in as much as these trades were reversed within a short span ranging from a few seconds to a few minutes with the same counter parties. By no stretch of imagination it can be held to be a mere coincidence that the Appellants trades matched consistently with the same counter parties unless there was a meeting of minds with a view to trade at a predetermined time. Such kind of transaction, in our opinion, is a manipulative device and is also synchronized trading."*

30. Further, the above stance was also reiterated by the Hon'ble Securities Appellate Tribunal in the matter of ***Shruti Daga Vs. SEBI***[9] wherein the SCN was issued

[7] Decided on July 14, 2006.
[8] Decided on September 14, 2020
[9] Decided on February 1, 2022

with similar set of facts as that of in the present matter. In the said case, the Hon'ble Securities Appellate Tribunal dismissed the appeal stating that controversy involved in the said case is squarely covered by the decision of the Hon'ble Tribunal in ***Global Earth Properties Vs. SEBI***[10]***.***

31. In view of the above, Issue No. I, i.e., whether the Noticee has violated the provisions of regulations 3(a), (b), (c), (d), 4(1) and 4(2)(a) of the PFUTP Regulations stands answered in affirmative.

32. Since, it is established that the Noticee is in violation of the aforesaid provisions of the PFUTP Regulations, it becomes pertinent to answer Issue No. II, i.e. whether the violation attracts any monetary penalty under section 15HA of the SEBI Act. In this regard, reference is drawn to the decision of the Hon'ble Supreme Court of India in the matter of ***SEBI Vs. Shri Ram Mutual Fund***[11] wherein it was, *inter alia,* held that –

> *"20. 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…*"

33. In view of the same, I am convinced that it is a fit case for imposition of monetary penalty on the Noticee under section 15HA of the 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."*

34. As Issue No. II has been decided in affirmative, the quantum of monetary penalty under section 15HA of the SEBI Act that can be imposed on the Noticee after

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[10] Decided on September 14, 2020
[11] Decided on May 23, 2006.

taking into consideration the factors mentioned in section 15J of the SEBI Act, as framed under Issue No. III, needs to be determined. In this regard, it is important to consider the factors as stipulated in section 15J of the SEBI Act which reads as under:-

"Factors to be taken into account by the adjudicating officer.

15J. *While adjudging quantum of penalty under section 15-I, 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 of an adjudicating officer 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."

35. In this case, I observe that the material available on record does not quantify any disproportionate gains or unfair advantage, if any, made by the Noticee (except the admission of the Noticee that she had earned a profit of INR 1,99,881) and the losses, if any, suffered by the investors due to such violations on part of the said Noticee or establish repetitiveness of the violation. However, the act of Noticee in executing the aforesaid two non-genuine trades is in violation of the provisions of regulations 3(a), (b), (c), (d), 4(1) and 4(2)(a) of the PFUTP Regulations which has been established in the aforesaid paragraphs. Once the factum of violation of legal provisions is established, an appropriate penalty must follow.

36. Here, I would like to refer to the submission of the Noticee vide reply dated January 20, 2022 wherein the Noticee has submitted that even if it is assumed that the Noticee is in violation of the PFUTP Regulations, no penalty be levied on the Noticee as the Noticee has merely executed two trades in one contract. In this regard, I have perused the text of section 15HA of the SEBI Act which mandates a minimum

penalty of five lakh rupees, extendable up to twenty five crore rupees or three times the amount of profits made, whichever is higher. In the present case, having taken into account the facts and circumstances of this case, I am of the view that a minimum penalty of INR 5,00,000/- (Rupees Five Lakh only) is commensurate with the violation on the part of the Noticee.

ORDER

37. After taking into consideration all the facts and circumstances of the case, the material available on record and in exercise of power conferred upon me under section 15I of the SEBI Act read with rule 5 of the Adjudication Rules, I hereby impose following penalty under section 15HA of the SEBI Act on the Noticee:

Name of the Noticee	Provisions violated	Penalty
Sukriti Sinha PAN: CGCPS7572K	Regulations 3(a), (b), (c), (d), 4(1) and 4(2)(a) of the PFUTP Regulations.	INR. 5,00,000/- (Five Lakh Rupees)

38. The Noticee shall remit / pay the said amount of penalty within 45 days of receipt of this order either by way of Demand Draft in favour of "SEBI - Penalties Remittable to Government of India", payable at Mumbai, OR through online payment facility available on the website of SEBI, i.e. www.sebi.gov.in on the following path, by clicking on the payment link:

ENFORCEMENT → Orders → Orders of AO → PAY NOW

39. The Noticee shall forward said Demand Draft or the details / confirmation of penalty so paid to "The Division Chief (EFD-1/FDMD-1), Securities and Exchange Board of India, SEBI Bhavan II, Plot No. C – 7, "G" Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051" and also send an email to tad@sebi.gov.in. The Noticee shall also provide the following details while forwarding Demand Draft / payment information:

- Name and PAN of the Noticee
- Name of the case / matter
- Purpose of Payment – Payment of penalty under AO proceedings
- Bank Name and Account Number
- Transaction Number

40. In the event of failure to pay the said amount of penalty within 45 days of the receipt of this Order, SEBI may initiate consequential actions including but not limited to recovery proceedings 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.

41. In terms of the provisions of rule 6 of the Adjudication Rules, a copy of this order is being sent to the Noticee viz. Sukriti Sinha and also to the Securities and Exchange Board of India.

Date: March 23, 2022	**Mohamed Rahaz P. M.**
Place: Mumbai	**Adjudicating Officer**