BEFORE THE ADJUDICATING OFFICER

SECURITIES AND EXCHANGE BOARD OF INDIA
[ADJUDICATION ORDER NO: EAD-12/AO/SM/ 197-202/2017-18]

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 BY ADJUDICATING OFFICER) RULES, 1995.

In respect of:

Noticee No.	Noticee Name	Noticee No.	Noticee Name
1	**Korp Securities Ltd (PAN NO. AACCK1771D)**	2	**Divyadrishti Traders Private Ltd (PAN NO. AABCD8146J)**
3	**Divya Drishti Merchants Private Ltd (PAN NO. AABCD8147K)**	4	**M/s Vincent Trading Private Ltd (formerly known as Penguin Dealtrade P. Ltd) (PAN NO. AADCV6086H)**
5	**Neelanchal Mercantile Private Ltd (PAN NO. AAACN8842N)**	6	**North Eastern Publishing and Advertising Company Ltd (PAN NO. AAACN6958M)**

In the matter of M/s Parsvanth Developers Ltd

Facts Of The Case:

1. Based on the examination report from the Stock Exchange, SEBI had observed that certain Kolkata based entities were trading among themselves and entering into synchronized and self-trades in the scrip of M/s Parsvanth Developers Ltd (hereinafter referred to as Company/PDL") during the period August 19, 2011 and October 12, 2011. The price of the scrip opened at Rs. 44.60 on August 19, 2011 and closed at Rs. 69.70 on October 12, 2011 (i.e. an increase of 56.28%). Pursuant to examination SEBI conducted an investigation into the alleged irregularity in the trading of the PDL scrip for the period from August 19, 2011 to October 12, 2011 (hereinafter referred to as "Investigation Period / IP").

2. Based on the findings of the Investigation, it was alleged that :

Noticee No.	Allegations
Noticee 1	Had executed self-trades, cross deals and repeatedly synchronized trades
Noticee No. 2	Had executed self-trades and synchronized trades
Noticee (s) No. 3,4,5 and 6	executed synchronized trades

3. In view of the above, it was alleged that Noticee No. 1 had violated the provisions of Section 12A(a), (b), (c) of SEBI Act, 1992 read with Regulations 3(a), (b), (c) and (d) and Regulation 4(1), 4(2)(a) and (g) of SEBI(Prohibition of Fraudulent and Unfair Trade Practices Relating to Securities Market) Regulations, 2003 (hereinafter referred to as the "PFUTP Regulations") and Clause A(1) to (5) of Regulation 9 as specified in Schedule II of SEBI (Stock Broker and Sub Broker) Regulations, 1992 (hereinafter referred to as “Broker Regulations”) and Noticee(s) No.,2,3,4,5 and 6 have violated the provision Section 12A(a), (b), (c) of SEBI Act, 1992 read with Regulations 3(a), (b), (c) and (d) and Regulation 4(1), 4(2)(a) and (g) of PFUTP Regulations.

4. In light of the aforesaid violations SEBI initiated Adjudication Proceedings under Section 15 HA and Section 15HB of SEBI Act, 1992 on Noticee No. 1 and under Section 15HA of SEBI Act, 1992 on Noticee(s) No. 2 to 6 for the alleged aforesaid violations.

Appointment of Adjudicating officer

5. Vide communique Order dated March 25, 2014, Shri D.S. Reddy was appointed as Adjudication Officer in terms of Rule 3 of SEBI (Procedure for Holding Inquiry and Imposing Penalties by Adjudicating Officer) Rules, 1995 (hereinafter referred to as Rules) read with section 15-I of SEBI Act to inquire and adjudge under Section 15 HA and 15HB of SEBI Act, 1992 against Noticee (s) No. 1 and under 15HA of SEBI Act against Noticee 2-6 for the aforesaid alleged contravention of provisions of law. Subsequent to transfer of the case, the undersigned have been appointed as Adjudicating Officer vide order dated May 18, 2017 to inquire and adjudge under the provisions as enumerated above.

Show Cause Notice, Reply and Personal Hearing:

6. Common show cause notice (hereinafter referred to as 'SCN') dated July 25, 2014, was issued to Noticee(s) No. 1 to 6 under the provisions of Rule 4 (1) of the Rules by the erstwhile Adjudicating Officer to show cause as to why an inquiry should not be initiated against the Noticees and penalty be not imposed under the provisions of law.

7. **Allegation in the SCN:**

7.1. It was observed that certain Kolkata based entities were trading among themselves and entering into synchronized trades in the scrip of PDL during the period August 19, 2011 and October 12, 2011. On the NSE, the price of the scrip opened at Rs. 44.60 on August 19, 2011 and closed at Rs.69.70 on October 12, 2011 (i.e. an increase of 56.28%).

7.2. The synchronized trades i.e. where the buy and sell order quantity and rate were same and orders for these transactions were placed within time gap of one minute amongst the suspected entities are as under:

<u>On the NSE</u>

Buy Client Name	Sell Client Name	Sum of LTP diff. (Rs.)	No. of Trades	Sync. Qty.	% of Client Sync. Vol. to Mkt. Vol.	% of Buy Client Sync. Vol. to Client's Buy Vol.	% of sell Client Sync. Vol. to Client's Sell Vol.
Korp Securities Ltd.	Divyadrishti Traders	0.35	20	878219	1.23	36.61	49.08
Divyadrishti Traders	Korp Securities Ltd.	0.05	2	250000	0.35	45.46	10.03
Divyadrishti Traders	Divyadrishti Traders	-0.15	1	200000	0.28	36.36	11.18
Divya Drishti Merchants	Korp Securities Ltd.	0.05	3	100000	0.14	12.05	4.01
Neelanchal Mercantile	North Eastern Publish	0.10	1	36576	0.05	0.91	7.50
North Eastern Publish	Divyadrishti Traders	0.00	1	24878	0.04	1.05	1.39
Total of the group		**0.40**	**28**	**1489673**	**2.09**		

7.3. From the above, it was observed that the Noticees had executed 28 synchronized trades for 14,89,673 shares which was 2.09% of the total market volume. Shri Sushil Kumar Agarwal is the common director of Noticee(s) No. 1 to 3, and noticee 1-3 have executed 26 synchronized trades for 14,28,219 shares which was 2.00% of the total market volume and have contributed Rs.0.3 to LTP.

7.4. <u>On the BSE</u>

Buy Client Name	Sell Client Name	Sum of LTP diff. (Rs)	No. of Trades	Sync. Qty.	% of Clnt Sync. Vol. to Mkt. Vol.	% of Buy Clt Sync. Vol. to Clnt Buy Total Vol.	% of Sell Clnt Sync. Vol. to Client Sell Total Vol.
Neelanchal Mercantile	Penguin Dealtrade	0.00	1	498896	1.29	19.90	53.70
North Eastern Publish	Divyadrishti Traders	0.00	1	10921	0.03	0.63	2.66
Total of the group		**0.00**	**2**	**509817**	**1.32**		

7.5. From the above table, it was observed that the Noticee No. 5 and 6 have executed 2 synchronized trades for 5,09,817 shares which was 1.32% of the total market volume.

7.6. In view of the above it was alleged that Noticee(s) No. 1, 2,3,4, 5 and 6 have indulged in synchronized trades which are in the nature of artificial dealings in securities.

Self Trades:

7.7. The details of self-trades executed by Noticees wherein the same client appeared on both buy and sell side of the trades are as under:

On the NSE

Client Name	Buy Broker Name	Sell Broker Name	Self Trade Qty.	No.of Self Trades	Sum of LTP diff. (Rs)	% of Self Trd Qty. to Mkt Vol.	% of Self Trd Qty. to Clnts Buy Vol.	% of Self Trd Qty. to Clnts Sell Vol.	% to the day mkt Vol.
Divyadrishti Traders	JM Financial	Gateway Fin. Ser.	99970	1	0.00	0.14%	18.18%	5.59%	5.01%
Divyadrishti Traders	JM Financial	Korp Sec.	200000	1	-0.15	0.28%	36.36%	11.18%	10.02%
Korp Securities	Korp Sec.	Korp Sec.	38078	10	-0.20	0.05%	1.59%	1.53%	0.02% - 1.56%

7.8. It was alleged that Noticee No. 1 and Noticee No. 2 have executed self-trades which are fictitious trades without intention of change in ownership of shares and therefore created artificial volumes in the scrip. Further, for the self-trades executed by Noticee No. 1, it was the buy and the sell broker i.e. executed cross deals where the stock broker is the same in both the legs of the transactions.

7.9. It was therefore, alleged that :

7.9.1. Noticee(s) No. 1 have violated the provisions of Section 12 A (a), (b), (c) of SEBI Act, 1992 read with Regulations 3(a),(b),(c),(d) and regulations 4(1),4(2)(a) and (g) of the PFUTP Regulations, 2003 and Clauses A (1) to (5) of the code of conduct prescribed for stock brokers in Schedule II under Regulation 9 of Stock Brokers Regulations.

7.9.2. Noticee(s) No. 2 to 6 have violated the provisions of Section 12 A (a), (b), (c) of SEBI Act, 1992 read with Regulations 3(a),(b),(c),(d) and Regulations 4(1),4(2)(a) and (g) of the PFUTP Regulations, 2003.

8. Reply pursuant to SCN:

8.1. Noticee No. 1, 2, 3, 5 and 6 had requested for documents relied upon and the same was provided as per the following details.

Noticee	Vide Letter dated
Noticee 1	August 12, 2014
Noticee No. 2 and 3	February 06, 2015
Noticee No. 5	February 09, 2015
Noticee No. 6	August 13, 2014

Noticee No. 1 vide letter dated April 12, 2016 inter alia submitted the following:

8.1.1. We are actively engaged in trading in shares, securities & derivatives on our own account besides clients trading. we have traded in 301 scrips during the financial year 2011-12 and our trading details in the script of "PDL" are as under:

Particulars	**Trades on NSE**		**Trades on BSE**	
	Buy	**Sell**	**Buy**	**Sell**
During the financial year 2011-12	63,72,480	68,85,198	31,718	2,95,000
During the Investigation Period	23,98,897	24,92,082	31,718	2,45,000
Volume for the F/y 11-12	26,51,46,013		13,89,01,655	
Market Volume during F/y 11-12 (BSE + NSE)	40,40,47,668			
Volume during the Investigation period	7,12,64,894		3,86,52,686	
Market Volume during the Investigation Period (BSE + NSE)	10,99,17,580			
Our trades as a % of market volume for the f/y 11-12	1.57%	1.70%		0.06%
Our trades during the investigation period as a % of market volume during the period	2.18%	2.26%	0.02%	0.22%

8.1.2. Our trading in the script of "PDL" were independent, in the ordinary course, at prevailing market price, without any fraudulent intent and in the price order matching system of the exchange. We have traded for gains. At no point of time were we privy to any counterparties to our trades or the trades of our clients. Our trades were mostly for jobbing purpose.

8.1.3. It is submitted that Shri. Sushil Kumar Agarwal, has ceased to be a Director of these companies as under and it is apparent that Mr. Sushil Kumar Agarwal, *our erstwhile Director, was not a Director of DDTPL & DDMPL during the Investigation Period and any inference of connection based on such factually incorrect inferences is erroneous.*

Name of the Company	Date of cessation
Korp Securities Ltd.	02/04/2013
Divya Drishti Traders Pvt. Ltd	14/04/2011
Divya Drishti Merchants Pvt. Ltd.	14/04/2011

MCA website at www.mca.gov.in

8.1.4. *Secondly, we would like to submit that Shri. Sushil Kumar Agarwal, was not the sole decision maker for our company. Our other directors, Mr. Ashish Jain & Mr. Rohit Mehta, were duly authorized by our Board, to trade and deal in shares & securities.*

8.1.5. *It is submitted that M/s. Divya Drishti Traders Pvt. Ltd. ("DDTPL" for short) and M/s. Divya Drishti Merchants Pvt. Ltd. ("DDMPL" for short) are our clients. We have a client broker relationship with these entities and are unaware of their day to day activities, or trading / investments interest. We are not privy to any of their trades' details (except those executed through us) or their relationship with others.*

8.1.6. *It is further submitted that we are not related, connected to M/s. Neelanchal Mercantile Pvt. Ltd., M/s. North Eastern Publishing & Advertising Co. Ltd. and M/s. Penguine Dealtrade Pvt. Ltd., in any manner what-so-ever. Neither any relationship of ours with these entities been established in the "Notice" except that they are also* "Kolkata based entities".

Reply to Synchronized trades

8.1.7. *Further, the alleged synchronized trades buy trades were just 0.79% of the market volume (BSE & NSE included) and the alleged sell trades were just 0.31% of the market volume, during the Investigation period. Our buying & selling in "PDL" were induced by our jobbing interest and we had traded independently. Even taking the allegation at face value, the alleged synchronized trades of ours were just 1.72% of the NSE volume during the Investigation period and just 1.11% of the market volume during the Investigation period. Further out of the Investigation period covering 55 days, the alleged synchronized trades were alleged on just 5 days. Thus, the alleged trades were just stray trades and the same matched in the ordinary course and not by design. It is reiterated that, we were not aware of any counterparties to our trades.*

Reply for Self Trades:

8.1.8. *It has been alleged that we have executed self-trades in respect of 38,078 shares on the NSE and that the same construed 0.014 % of the volume on NSE and 0.009% of the market volume.*

8.1.9. In respect of trades for 5,095 shares executed between our dealer Mr. Amit Agarwal (User ID 32863) & Mr. Vivek Kejriwal (User ID 32135) we would like to state that User ID 32155 is a CTCL Id and User ID 32863 is a Neat ID

8.1.10. The alleged self-trades on 23/8/2011 for 300 shares (200 shares + 100 shares), on 07/09/2011 for 4,795 shares (221+4500+74 shares) were between CTCL Id terminals and Neat ID terminals. The same were as a result of one or more dealer in CTCL Id taking a contrary view in the script as compared to dealer operating through NEAT Id.

8.1.11. In proprietary trading, the Exchanges register the User Id/Terminal Ids to each dealer as applicable to the investor/clients UCC registration or Unique Client registration process. Therefore, the identification of the Self Trades, if any, has to be at the Terminal Id level and not at the Member CTCL CODE level as the same is the SERVER linked to the NSE/BSE NEAT/BOLT systems where the orders are matched and converted in to trades.

8.1.12. Our business is primarily proprietary trading, and we employ a large number of traders, who also trade with individual and independent trading ideas. At the member level though, all the trades are executed under the members "pro" code only as the member is not permitted to allot multiple codes to itself. To overcome the issue of trade identification,

8.1.13. Therefore, the correct logic for identifying the "SELF" trades in proprietary trading would be the USER ID/Terminal Id of dealers where the orders are placed and not the Member Code provided by the Exchange NSE/BSE.

8.1.14. <u>With regards to violation of Code of Conduct for Stock Brokers :</u>

- *We have maintained high standard of integrity, promptitude and fairness in the conduct of our business.*
- *We have always acted with due skill, care and diligence in the conduct of our business.*

- *We have not indulged in manipulative, fraudulent or deceptive transaction or scheme or have spread rumours with a view to distort market equilibrium.*
- *We have not created false market vide our trading and neither have we traded in league, concert with others or have carried out any act detrimental to the investors interest or which leads to interference with the fair and smooth functioning of the market. It is submitted that we are not involved in excessive speculation and that all our trades were commensurate with our financial soundness.*
- *We have complied with all statutory requirements and have complied with all applicable provision of the Act, Rules and Regulation issued by statutory authority.*

8.1.15. <u>Synchronization ipso facto are not illegal: Case laws cited:</u>

i. SEBI before JPC
ii. SEBI Circular NO. SMDRP/Policy/Cir-32/99 dated September 14, 1999 pertaining to Negotiated Deals.
iii. Ketan Parekh Vs SEBI (SAT Appeal No. 2 of 2004).
Sterlite Industries Vs SEBI (2001)
Varanasaya Sanskrit Vishwa Vidyalaya & Anr. Vs Dr. Rajkishore Triphati and ANR (AIR1977 SC615)

Noticee No. 2 Vide letter dated June 15, 2016 submitted the following:

8.2. For the purpose of our Investment & securities trading activities, we have availed margin funding limits from NBFC related to the broking houses. Such NBFC used to provide us margin funding in relation to our trades in approved securities through their group stock broking arms. e.g. trades through M/s. J.M. Financial Services Pvt. Ltd. were financed by J.M.Financial Products Ltd, and trades through M/s. Motilal Oswal Securities Ltd. were financed through M/s. Motilal Oswal Financial Services Ltd.

8.2.1. Our trading in the script of "PDL" were independent, in the ordinary course, at prevailing market price, without any fraudulent intent and in the price order matching system of the exchange. We have traded for gains. At no point of time were we privy to any counterparties to our trades. Our trades in the scripts were in the nature of trading bets.

8.2.2. It appears that the allegation against us in the Notice has been made based on erroneous premise that "Mr. Sushil Kumar Agarwal", is the common Director of Noticee Nos. 1 to 3." *i.e. Korp Securities Ltd.("KORP" for short), DDMPL & us.*
It is submitted that Shri. Shushil Kumar Agarwal, has ceased to be a Director of DDTPL and DDMPLduring the investigation period.

<u>Reply to synchronized trades</u>

8.2.3. Further, the alleged synchronized trades buy trades were just 0.22% of the market volume (BSE & NSE included), during the Investigation period and the alleged sell trades were just 0.83% of the market volume. Our buying and selling in "PDL" were induced by our trading interest and we had traded independently in "PDL" as our explanation in respect of the alleged trades would highlight. None of our trades were with any ulterior motive or with any meeting of minds.

8.2.4. No relationship of ours with M/s. Neelanchal Mercantile Pvt. Ltd., M/s. North Eastern Publishing and Advertising Co. Ltd and M/s. Penguine Dealtrade Pvt. Ltd., has been established in the "Notice" except that we are also a "Kolkata based entity".

Noticee No. 3 Vide letter dated June 02, 2016 submitted the following:

8.3. We are engaged in the activity of making Investments & Trading in the Capital markets. We trade on the exchanges through various brokers like Korp Securities Pvt. Ltd, Millenium Stock Broking Pvt. Ltd, Motilal Oswal Securities Ltd., Religare Securities Ltd, J.M.Financial Services Ltd., India Infoline Ltd., Gateway Financial Services Ltd., etc.

8.3.1. For the purpose of our Investment & securities trading activities, we have availed margin funding limits from NBFC related to the broking houses. Such NBFC used to provide us margin funding in relation to our trades in approved securities through their group stock broking arms. For eg. trades through M/s. J.M. Financial Services Pvt. Ltd. were financed by J.M.Financial Products Ltd, and trades through M/s. Motilal Oswal Securities Ltd. were financed through M/s. Motilal Oswal Financial Services Ltd.

8.3.2. During the financial year 2011-12, we have traded in 14 nos. of scrips and during the investigation period we have traded in 10 nos. of scrip.

Particulars	**Trades on NSE**		**Trades on BSE**	
	Buy	Sell	Buy	Sell
During the financial year 2011-12	1186000	2036000	_	_
During the Investigation Period	1086000	936000	_	_
Volume for the F/y 11-12	26,51,46,013		13,89,01,655	
Market Volume during F/y 11-12 (BSE + NSE)	40,40,47,668			
Volume during the Investigation period	7,12,64,894		3,86,52,686	
Market Volume during the Investigation Period (BSE + NSE)	10,99,17,580			
Our trades as a % of market volume for the f/y 11-12	0.294%	0.504%	-	-
Our trades during the investigation period as a % of market volume during the period	0.988%	0.852%		

8.3.3. Our trading in the script of "PDL" were independent, in the ordinary course, at prevailing market price, without any fraudulent intent and in the price order matching system of the exchange. We have traded for gains. At no point of time were we privy to any counterparties to our trades. Our trades in the scrips were in the nature of trading bets.

8.3.4. *our trades were very insignificant to influence the market volume or the price of the script of "PDL" during the financial year 2011-12 or during the Investigation period. Moreover, the maximum nos. of shares of "PDL" held by us at any point of time during the financial year were 8 lacs. nos. of shares.*

8.3.5. *It is submitted that M/s. Divya Drishti Traders Pvt. Ltd. ("DDTPL" for short) shares common directors & address with us. We are registered client of M/s Korp Securities Pvt. Ltd, besides others like Millenium Stock Broking Pvt Ltd, Motilal Oswal Securities Ltd., Religare Securities Ltd, J.M.Financial Services Ltd., India Infoline Ltd., etc. We have a client broker relationship with these brokers and are unaware of their day to day activities, or trading / investments interest. We are not privy to any of their trades' details (except those executed through us) or their relationship with others.*

8.3.6. *We are not related, connected to M/s Neelanchal Mercantile Pvt. Ltd., M/s. North Eastern Publishing & Advertising Co Ltd and M/s. Penguine Dealtrade Pvt. Ltd., in any manner what-so-ever. Neither any relationship of ours with these entities been established in the "Notice" except that they are also* "Kolkata based entities".

8.3.7. *Shri. Sushil Kumar Agarwal, has ceased to be a Director of our company, Shri. Sushil Kumar Agarwal, was not the sole decision maker for our company. Our other directors, Mr. Debasis Mishra, were duly authorized by our Board, to trade and deal in shares & securities.*

8.3.8. *It is further submitted that we are not related to DDTPL & KORP for the purpose of our share & derivatives trading business. Our shareholders are different from the shareholder of these companies and our Board is entrusted to maximize our shareholder value. Our relationship with KORP is that of client & broker.*

Reply to Synchronized Trades:

8.3.9. *Our alleged synchronized trades have contributed Rs.0.30 to the LTP. In any case it is submitted that the price of the script during the Investigation period on NSE has increased from Rs.44.60 to Rs.69.70 and we have traded at prevalent prices, based on demand & supply in the script, and movement of market in general. None of our trades were with any manipulative intent or with prior meeting of mind.*

8.3.10. *In respect of our alleged synchronized trades on NSE, we would like to summarize the same as under:*

Date	**Our Buy**	**Our Sell**	**Our Buy alleged to be synchronize**	**Our sell alleged to be synchronized**
22/08/11	4,50,000	0	50,000	0
20/09/11	1,50,000	0	50,000	0
			1,00,000	**0**

Noticee No. 4 vide letter dated August 07, 2014:

8.4. "Our company is a trader and investor in the primary and secondary markets. We had sold the shares of the said company as in the normal course of our transactions. On that particular day we had sold a total of 554559 shares and it is a coincidence that the said quantity of 498896 seems like synchronized trade. We have not violated Rules or Regulation mentioned in your letter."

Noticee No. 5

8.5. Did not file any reply.

Noticee No. 6:

8.6. **On January 10, 2018, Noticee No. 6 filed their reply:**

8.6.1.1. *We are a non-deposit taking NBFC registered with the Reserve Bank of India since 25th May, 1998. Our principle business is to carry on the business of a Loan & Investment company. We have been engaged in the business of shares & securities since 1981, and we trade in the ordinary course. We have a long standing track record in the financial market and we enjoy an impeachable reputation. We have been trading both in the Cash & Future & Option segment of the Capital Market*.

8.6.1.2. Our trading in shares & securities is widespread and till date we have traded in more than 150 scripts, besides we have also traded in scripts listed in Future & Option segment. We trade in the normal course of our business, for gains, and with a view to maximize our shareholders wealth. We have never defaulted on payment of dues or delivery obligation, with our brokers.As stated earlier our trading in the securities market has been widespread and not confined to the alleged scripts, i.e Parsvnath Developers Ltd. We have been trading in the securities market through different brokers namely M/s JM Financial Services Private Limited, M/s IFCI Financial Services Limited, M/s Nirmal Bang Securities Private Limited, Baljit Securities Pvt. Ltd. and had availed margin funding through various NBFC's namely M/s JM Financial Products Limited, M/s Narayan Sriram Investments Private Limited, M/s Nirmal Bang Financial Services Private Limited.

8.6.1.3. It has been alleged in the Investigation report that our independent Director, Mr. Tarak Nath Dey, is also a Director in M/s. Parag Commosales Pvt. Ltd. wherein Mr. Bhupendra Kumar Dhanuks is a Director and that Mr. Bhupendra Kumar Dhanuka is a Director of M/s. Neelanchal Mercantile Pvt. Ltd. Based on such narrow premises, inference of our connection has been drawn with M/s. Neelanchal Mercantile Pvt. Ltd. In this regards it is submitted that, Mr. Tarak Nath Dey is an independent Director of our company and that he is not involved in the day to day working of our company. At no point of time was he privy to our trading details. It is further submitted that we are not connected or related to

M/s. Neelanchal Mercantile Pvt. Ltd. in any manner whatsoever and any inference of connection is wrong & flawed. It is pertinent to mention that no relationship with M/s. Neelanchal Mercantile Pvt. Ltd. has been spelt out in the "SCN" except that we are also a 'Kolkata based entity' and have traded in the scrip of 'Parsvnath' during the "Investigation Period".

8.6.1.4. Further, to the above, it is denied that we are related / connected with M/s. Korp Securities Ltd., M/s. Divyadrishti Traders Pvt. Ltd., M/s. Divyadrishti Mercahnts Pvt. Ltd., M/s. Neelanchal Mercantile Pvt. Ltd. and M/s. Penguin Dealtrade Pvt. Ltd. in any manner whatsoever. There is absolutely nothing in the SCN or the Investigation report to show any relationship of ours with these entities.

<u>Reply to Synchronized trades:</u>

8.6.1.5. We have traded in the anonymous screen, in the normal course, devoid of any manipulative intent. At no point of time were we aware of any counterparties to our trade or the counterparty brokers. The trades that have matched with 'other Kolkata based entities' have matched in the normal course and not by design.

8.6.1.6. We would further like to submit that out of the Investigation period of 55 days from August 19, 2011 to October 12, 2011, trades on just 2 days has been alleged to be synchronized. There are no allegations that we have made repeated buy & sell with these entities. The same demonstrate that the trades were in the ordinary course & not by design.

*8.6.1.7. The alleged counterparties to our trades on each of the day were different. There is no allegation in the 'SCN' that our trades were reversal trades. All our trades have led to transfer of beneficial ownership in all the transaction. All our trades were at prevailing market prices. Further, the conclusion drawn in the Investigation report that **"**the increase in the price of the scrip could not be attributed to the trades executed by any of the suspected clients as the trades of the suspected clients had a negative contribution on the LTP", proves beyond doubt that all our trades were in the ordinary course.*

8.6.1.8. Without prejudice to what has been stated above, it is humbly submitted that the basis of alleging synchronized trades is "where the buy & sell order quantity and rates are same and order for these trades were placed within time gap of one minutes". Basing the allegation solely on the said presumption and ignoring the other concomitant and attendant circumstances is erroneous and faulty. If the logic in the SCN is to be accepted then in that case, wherever, in the trades, the time and quantity are same, the parties to a transaction would be automatically guilty of executing synchronized trades.

9. Personal Hearing:

In the interest of natural justice and in order to conduct an inquiry in terms of Rule 4(3) of the Rules, Noticees were granted an opportunity of personal hearing before the undersigned on August 22, 2017 at SEBI, which was sent by Speed Post A.D and the same was received by the Noticees.

9.1. Noticee No. 1:

Mr. Ashok Kumar Sharma, Chartered Accountant, appeared before me on behalf of Noticee No. 1 and was advised to provide the following information:

a. Total Turnover – Exchange Wise with respect to Proprietary trading and Client trading for the year viz. 2009-10, 2010-11, 2011-12, 2012-13 and 2013-14.
b. Brokerage for the year viz. 2009-10, 2010-11, 2011-12, 2012-13 and 2013-14.
c. All trades executed by Korp Securities Ltd during Investigation period – In both the Exchanges viz. BSE and NSE along with terminal Id and User ID.
d. Telephone No. of Mr. Amit Agarwal, Mr. Shyamlal Suresh Nayak, Mr. Anuj Agarwal, Mr. Kinkar Bhattacharya and Mr. Sushil Agarwal.

9.2. Noticee(s) No. 2 and 3:

Mr. Arun Kumar Agarwal, appeared before me and was advised to provide the following information:

a. List of Directors of M/s DivyaDrishti Merchants (P) Ltd and M/s DivyaDrishti Traders (P) Ltd during Investigation Period.
b. Person responsible for placing order to the broker.
c. Total trading details with all the broker during Investigation Period.
d. Name of the person from M/s Korp Securities Ltd who use to deal with M/s DivyaDrishti Merchants (P) Ltd and M/s DivyaDrishti Traders (P) Ltd.
e. Transaction statement of all Demat Account of 2 companies. Dealing of Mr. Kinkar Bhattacharya with Mr. Sushil Agarwal and Mr. Anuj Agarwal during one year of pre and post of Investigation Period.

9.3. Noticee No. 4:

Noticee No. 4 sought for adjournment of the hearing and it was re-scheduled for September 12, 2017 and was attended by Mr. Mohammed Himayaullah, Advocate, Ms.Niyathi Kalra, Advocate, Mr. Abhishek Venkatraman, Advocate and Mr. Pranay Dhelia, Director of Noticee No. 4(hereinafter referred to as Authorized Representative/AR"). AR reiterated to the submission made pursuant to Show Cause Notice and further stated that they shall be submitting a written submission in a week's time.

9.4. **Noticee No. 5** did not appear for the hearing. Another opportunity of hearing was granted on September 12, 2017, the Noticee did not appear on the scheduled date. Last and final opportunity was granted on November 08, 2017. Noticee No. 5

informed vide letter dated November 06, 2017 to adjourn the hearing by 15 days and the same was acceded and granted an opportunity of hearing on November 21, 2017 and it was informed that no further extension shall be provided. On the said Noticee No. 5 did not appear for the personal hearing.

9.5. **Noticee No.6** did not appear for the hearing. Another opportunity of hearing was granted on September 12, 2017, the Noticee did not appear on the scheduled date. Last and final opportunity was granted on November 08, 2017, vide letter dated November 04, 2017, stated that they are in the process of filing their reply to the SCN in 2 to 3 days and hence sought for hearing on post filing of reply, the same was acceded and granted an opportunity on November 21, 2017 and it was informed that no further extension shall be provided. Vide e-mail dated November 22, 2017, Noticee requested for adjournment of the hearing shall attend post filing of their reply to SCN in a week's time. It was informed to Noticee No. 6 that as enough opportunity had been granted, if it wishes can file their reply within November 30, 2017. However Noticee filed its reply vide its letter dated January 10,2018.

Reply pursuant to Personal Hearing:

9.6. **Noticee No. 1, 2 and 3** provided the information as sought during personal hearing.

9.7. Noticee No. 4 vide letter dated September 19, 2017 *inter-alia* stated the following:

9.7.1. The transaction impugned in the SCN relates to a sell order of 5,30,000 shares of PDL placed by the Company through its broker, Religare Securities Limited **("Religare")** on the automated screen based trading system, which is alleged to have been matched to the extent of 4,98,896 shares with a buy order placed by one Neelanchal Mercantile Private Limited **("Neelanchal").**

9.7.2. Company's trades effected on September 16, 2011. A copy of the contract notes issued by Religare for the trades on September 16, 2011.

<u>Material difference in order quantity:</u> The Company placed a single sell order for 5,30,000 shares at a price of Rs 64.50 through the anonymous screen based trading system of the exchange. A total of 4,98,896 shares appears to have matched in this one instance with a buy order of Neelanchal i.e. the order was partially matched. The sell order quantity placed by the Company was different from the buy order quantity placed by the counterparty. The Company has no knowledge of the buy order placed by Noticee No. 4 i.e. Neelanchal. This fact alone is clearly fatal to a charge of synchronized trading - a synchronized trade is when the three fundamental attributes of a trade - the price, quantity and time, placed by the buyer and seller are the same.

Partial matching of orders was a co-incidence: The matching of a part of one solitary sell order with one of the other Noticees was a sheer co-incidence and outcome of the how the anonymous automated trading system of the exchange works. By one solitary instance, it can never be alleged that any pattern of synchronization can be inferred. It can never be alleged that this one trade would point to a prior meeting of minds aimed at synchronization, which in turn is aimed at giving effect to a fraudulent transaction or an unfair trade under the regulations cited in the SCN. The automated trading system matches the available buy order with the available sell order, based on the best price and the priority of timing of placement of the order. This is evident from the fact that Company's sell order for a quantity of 5,30,000 shares matched only partially with Neelanchal's buy order. It is undisputed that the remaining quantity of over 32,000 shares was matched over 96 trades spread out over two hours.

Trade executed at a uniform price: All trades were placed at a uniform price of Rs 64.50 and the Company did not alter the price so the trades were not executed with a view to manipulate the market or artificially inflate the price.

Change of beneficial ownership: The sale was accompanied by transfer of beneficial ownership inasmuch as it translated into an actual delivery of the shares sold. There is no allegation in the SCN that such shares came back to the Company through any other route, as indeed the shares did not come back.

Consideration of Issues and Findings:

10. I have carefully perused the charges levelled against the Noticees as per the SCN, and the materials/documents available on record. The issues that arise for consideration in the present case are:

Issue I: Whether

a. **Noticee No. 1 has violated the provisions of provision Section 12A(a), (b), (c) of SEBI Act, 1992 read with Regulations 3(a), (b), (c) and (d) and Regulation 4(1), 4(2)(a) and (g) of PFTUP Regulations and Clause A(1) to (5) of the Code of Conduct for Stock Brokers of Regulation 9 as specified in Schedule II of Stock Broker Regulations;**

b. **Noticee(s) No.,2,3,4,5 and 6 have violated the provision Section 12A(a), (b), (c) of SEBI Act, 1992 read with Regulations 3(a), (b), (c) and (d) and Regulation 4(1), 4(2)(a) and (g) of PFUTP Regulation?;**

Issue II: Does the violations, if any, attract monetary penalty under section 15HA and Section 15HB of SEBI Act, 1992 on Noticee No. 1 and under Section 15HA of SEBI Act, 1992 on Noticees (s) No. 2 to 6?;

Issue III: If so, what should be the quantum of monetary penalty?

Before proceeding further, I would like to refer to the relevant provisions of SEBI Act, 1992 and PFUTP Regulations and Stock Broker Regulations:

<u>Prohibition of certain dealings in securities under PFUTP Regulations,</u>

<u>Section 3. No person shall directly or indirectly -</u>

(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 thereunder;
(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.*

<u>Section 4 PFUTP Regulations, Prohibition of manipulative, fraudulent and unfair trade practices</u>

(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; and,
(g) entering into a transaction in securities without intention of performing it or without intention of change of ownership of such security.

<u>Section 12 A (a), (b), (c) of SEBI Act, 1992 - Prohibition of manipulative and deceptive devices, insider trading and substantial acquisition of securities or control.</u>

12A. No person shall directly or indirectly –
(a) use or employ, in connection with the issue, purchase or sale of any securities listed or proposed to be listed on a recognized stock exchange, any manipulative or deceptive device or contrivance in contravention of the provisions of this Act or the rules or the regulations made thereunder;
(b) employ any device, scheme or artifice to defraud in connection with issue or dealing in securities which are listed or proposed to be listed on a recognized stock exchange;

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

Relevant Provisions of Stock Brokers Regulations:

9. Any registration granted by the Board under regulation 6 shall be subject to the following conditions, namely,-
SCHEDULE II CODE OF CONDUCT FOR STOCK BROKERS [Regulation 9]
A. General. (1) Integrity: A stock-broker, shall maintain high standards of integrity, promptitude and fairness in the conduct of all his business.
(2) Exercise of due skill and care : A stock-broker shall act with due skill, care and diligence in the conduct of all his business.
(3) Manipulation : A stock-broker shall not indulge in manipulative, fraudulent or deceptive transactions or schemes or spread rumours with a view to distorting market equilibrium or making personal gains.

(4) Malpractices: A stock-broker shall not create false market either singly or in concert with others or indulge in any act detrimental to the investors interest or which leads to interference with the fair and smooth functioning of the market. A stockbroker shall not involve himself in excessive speculative business in the market beyond reasonable levels not commensurate with his financial soundness.
(5) Compliance with statutory requirements: A stock-broker shall abide by all the provisions of the Act and the rules, regulations issued by the Government, the Board and the Stock Exchange from time to time as may be applicable to him.

11. Findings:

<u>Synchronized trades:</u>

11.1. Noticee(s) No. 1 to 6 are alleged to have entered into synchronized trades in violation of PFUTP Regulations, I note that "Synchronized trades is per se not illegal. Synchronized transactions would be illegal if it is executed with a view to manipulate the market, is dubious in nature and is executed with a view to avoid regulatory detection, does not involve change of beneficial ownership or is executed to create false volume resulting in upsetting market equilibrium.

11.2. I note the basis of linking Noticee(s) No. 1, 2 & 3 together was the common director Mr Sushil Kumar Agarwal, the records (information available on MCA 21) available before me validates that Shri Sushil Kumar Agarwal ceased to be director of Noticee(s) No. 2 and 3 from April 14, 2011 and the alleged transactions were executed much later, hence the basis of connecting Noticee(s) No. 1,2 and 3 fails.

11.3. I note that Noticee No. 1 is a stock broker engaged into the business of jobbing and had dealt in 301 scrips during the financial year 2011-12. In its proprietary trading average share of trading in the scrip PDL was 2.22% and 0.12% on NSE and BSE respectively of total turnover of Noticee No. 1 during investigation period.

11.4. The average trading volume in the scrip of PDL of Noticee No 2 was 1.15% and 0.19% on NSE and BSE respectively of total turnover during investigation period.

11.5. The average trading volume in the scrip of PDL of Noticee No. 3 was 0.92% on NSE of total turnover during investigation period.

11.6. I note that the contribution of trading in the scrip PDL by Noticee(s) No. 1,2 and 3 was negligible in comparison to their total market contribution during investigation period.

11.7. It may be noted that Synchronized trades are different from Self-trades but are considered manipulative under provisions of PFUTP Regulations similar to self-trades. Hon'ble Supreme Court in the matter of ***SEBI vs. Kishore R Ajmera (C.A. no.2818 of 2008)*** *vide its order dated 23/02/2016 has observed that based on the attended circumstances and repeated trading in illiquid scrips, the inference can reasonable be drawn that the broker is involved in the devise of synchronized trades which leads to unnatural rise in hiking the price/value of the scrip(s). The Hon'ble Court has laid down parameters, though non-exhaustive, that can be used to arrive at a conclusion with respect to liability in such cases for violation of the provisions of the SEBI Act, 1992 and regulations framed thereunder. The parameters are:*

a. Volume of the trade affected;

b. The period of persistence in trading in the particular scrip;

c. The particulars of the buy and sell orders, namely the volume thereof;

d. The proximity of time between the two and such other relevant factors.

e. The fact that trading has gone on without settlement of accounts i.e. without any payment and the volume of trading in the illiquid scrips.

11.8. The Hon'ble Court observed that all of the aforesaid should raise serious doubt in a reasonable manner and failure of stock broker to notice such trades would amount to negligence, lack of caution and due care would also indicate the involvement of the broker in such manipulative trades. The Hon'ble Court also specified the degree of liability to differentiate between violation of the Code of Conduct and PFUTP Regulations

11.9. Volume traded in the instant matter through synchronized trades was in the range of 0.04-1.23%, total number of synchronized trade were 30 among six Noticees. I am inclined to apply the above parameters in the instant matter to check the veracity of violations allegedly committed by the Noticees.

a) **Period of persistence in trading**: The maximum synchronized trades in this matter were the trades between Korp and Divyadrishti Traders/DivyaDrishti Merchants private Limited and I note these trades were done only on 5 days out of total 55 days of investigation period**.** Trades of other Noticees were 1-2 only and were executed only on one separate day. Hence I note that the alleged synchronized trades were not persistent.

b) **The particulars of the buy and Sell orders, namely the volume thereof:** I note that the quantity of buy and sell order was not same on the alleged synchronized trades. With regard to buy orders of Korp, out of 5 trades on 5 days, only 3 days buy orders were synchronized with DivyaDrishti Traders and on these occasions buy and sell quantity was not the same. The 4 sale orders of Korp on 4 different days were synchronized with Divyadrishti Traders on 3 occasions and except on 1 occasion there was huge difference between sale and buy order quantity. It implies that not all trades of Noticee No. 1 were synchronized with Noticee(s) No. 2 and 3 and quantity in the buy and sale order varies. It also suggests that trades undertaken by Noticee 1,2 & 3 were not actually intended to be synchronized and trades which got synchronized were part of a bigger order.

c) **Proximity of time:** I note that the time gap between the buy and sale orders of the alleged synchronized trades between Korp and Divyadristhi Traders and Divyadrishti Merchants was in the range of 3-81 seconds.

d) **The fact that trading has gone on without settlement of accounts i.e. without any payment and the volume of trading in the illiquid scrips.;** The average daily turnover of PDL on NSE and BSE was 19.79 lakhs and 10.73 lakh shares respectively during investigation period and hence it cannot be termed as illiquid scrip and considering the trading pattern of Korp and Divyadrishthi Traders and Divya Merchants, I note that these are day traders have traded in the scrip for jobbing purpose. Reportedly there is no default reported of any Noticee.

e) **LTP Contribution by these synchronized trades**: I note that LTP contribution of all alleged synchronized trades was Rs 0.4 which was miniscule and negligible.

11.10. I find that none of the parameters set out by Hon'ble Supreme Court for synchronized trading doesn't fit here and hence I find that these trades were not done with manipulative intent.

11.11. In this regard, it is important to note the Judgment of Hon'be SAT ***"Ketan Parekh vs SEBI"(Appeal No. 2 of 2004)*** " A synchronized transaction even on the trading screen between genuine parties who intend to transfer beneficial interest in the trading stock and who undertake the transaction only for that purpose and not for rigging the market is not illegal and cannot violate the regulations. As already observed 'synchronization' or negotiated deal ipso facto is not illegal. A synchronized transaction will, however, be illegal or violative of the Regulations if it is executed with a view

i. To manipulate the market or
ii. Results in circular trading or
iii. dubious in nature and is executed with a view to avoid regulatory detection or
iv. does not involve change of beneficial ownership or
v. To create false volumes resulting in upsetting the market equilibrium.
vi. Any transaction executed with the intention to defeat the market mechanism whether negotiated or not would be illegal.

11.12. There is no evidence on record to show that buy and sell orders of the Noticees have manipulated the market, no circular trades reported, traded were not reported as dubious , volume created by these trades was miniscule and negligible . Since the only charge against Noticees that their trades created artificial volumes stands unsubstantiated.

12. Self-trades

12.1. I note that total 12 self-trades are alleged on Noticee 1 and 2. Out of these 12 trades, 10 self-trades belong to Noticee 1. I note that percentage of self-trades in comparison of total market volume was negligible (0.05%-0.14%) and the LTP contribution of these self-trades was in the range of -0.14 to 0.

12.2. Out of the 55 days of period under Investigation, Noticee No. 1 had done self-trade for 03 days on NSE. No self-trades were executed on BSE. Noticee No. 1 has submitted that it had executed intra-day and positional trading in the scrip and executed trades in normal course of business and as per its jobbing strategy wherein, the self-trades occurred are purely incidental and unintentional.

12.3. Apparently from such negligible percentage of volume created by self-trades, it is difficult to arrive at the conclusion that these self-trades were executed by the Noticees with an intent to create misleading appearance of trading in the securities

12.4. *Hon'ble SAT in case of* ***Smt. Krupa Sanjay Soni vs. SEBI (***order dated January 09, 2014) also held that "a few instances of self-trades in themselves would not, ipso facto, amount to an objectionable trades".

12.5. It is the volatility in price of stock which has attracted jobber/trader to trade in stock. It is not the case that the Noticee had executed sequential trade on continuous basis in order to influence price in one direction, its trade have been found to be on both side of price movement. Self-trades executed by the Noticee are not directional and these were random trades on either side. Its contribution in LTP is also not significant. There is no case that Noticee while trading in its proprietary position had colluded with promoters.

12.6. Even Investigation Report has stated that there are no connections between the Noticees with the promoters and directors of the company. From the foregoing, I find that Self-trades of Noticee are non-intentional and non-manipulative in the light of the total transactions that the Noticees had been doing on daily basis on the exchanges platform.

12.7. In the light of the above ,it is concluded that the violation of Section 12A(a), (b), (c) of SEBI Act, 1992 read with Regulation 3(a) (b) (c) and (d) and Regulation 4(1) 4(2) (a) and (g) of PFUTP Regulations does not stand established against the Noticees.

13. Role of Noticee No. 1 as a Stock Broker.

13.1. The main charge against the Noticee No.1 is that Noticee No. 1 as a stock broker had entered into repeated self-trades on proprietary account and created artificial volume in share of PDL leading to false and misleading appearance of trading volume in the securities market. In this regard Noticee has submitted that it had traded in PDL in routine course of its Arbitrage / Jobbing activity. Its trades in PDL were arbitrage / jobbing trades, which by its very nature are mostly squared off during the same trading session. The Noticee also submitted that it is not connected or associated with any of the other parties (brokers) or clients and directors / officers of the PDL and it had entered trades with intention to fulfil obligation arising out of it. Noticee No. 1 has mentioned that there are multiple arbitrager's pairs working under its Proprietary Desk in the same company and it is quite possible that the orders from the same brokerage house are matched internally due to sheer number of terminal operators working in same security at the same time.

13.2. From the foregoing, I find that the Investigation Report has not brought out enough material on record from which it can be inferred that the Noticee No. 1 failed to exercise due diligence and/or was involved in market manipulation while dealing on its own account. Also, the instances of self-trades by Noticee is not of such magnitude that can be said to have affected the rest of the market volume as they are few and far between on most of the days, if considered in the light of the amount of transactions that the Noticee had been doing on the various segments of the exchanges platform.

13.3. Since it is not established that Noticee No. 1 had entered into synchronized and self-trades repetitively to create artificial volume in the scrip, there is no case to draw any adverse inference on the Noticee No. 1 as regards its role on due diligence under Code of Conduct as prescribed under Schedule II read with Regulation 9 of SEBI (Stock Broker and Sub Broker) Regulations, 1992.

13.4. There is nothing on record to suggest that Noticee No. 1 is related to Noticee No. 2 and 3 except the professional relationship. It is not in dispute that there was no default on the part of the Noticee No(s).2 and 3 in meeting with the market obligations. I also rely on the order of *Hon'ble SAT in the appeal no. 176/2011 in the matter of SMC Global Securities Limited***,** wherein, SAT has held that

"due skill, care and diligence can only mean that broker shall act in such a way that a person of ordinary prudence would act in the normal circumstances in carrying out activities and functions relating to its business and remain careful and diligent so that nothing untoward happens in the market or over the activities with it"

13.5. In view of the above, allegation of violation of Clause A (2) of the Code of Conduct for Stock Brokers as specified under Schedule II read with Regulation 9 of Stock Broker Regulations 1992 does not stand established against Noticee No. 1.

Issue II: Does the violations, if any, attract monetary penalty under Section 15HA and Section 15HB of SEBI Act, 1992 on Noticee No. 1 and under Section 15HA on Noticees (s) No. 2 to 6?;

Penalties and Adjudication

"15HA. Penalty for fraudulent and unfair trade practices. - If any person indulges in fraudulent and unfair trade practices relating to securities, he shall be liable to a penalty of twenty-five crore rupees or three times the amount of profits made out of such practices, whichever is higher."

"15HB. Penalty for contravention where no separate penalty has been provided. - Whoever fails to comply with any provision of this Act, the rules or the regulations made or directions issued by the Board there under for which no separate penalty has been provided, shall be liable to a penalty which may extend to one crore rupees."

14. Since violations not established against Noticee(s) No. 1 to 6, hence not liable for penalty.

Issue III: If so, what should be the quantum of monetary penalty?

15. Since Noticee(s) No. 1 to 6 not held liable for penalty, hence not applicable.

ORDER

16. In view of the above, after considering all the facts and circumstances of the case, the material available on record, the submission made by the Noticee(s) No. 1 to 6, I, in exercise of the powers conferred upon me under 15-I of the SEBI Act read with Rule 5 of Rules, I hereby drop the Adjudication proceedings against all the Noticee(s) No. 1 to 6 and accordingly dispose of the SCN issued.

17. In terms of Rule 6 of the Rules, copy of this order are sent to the Noticees and also to the Securities and Exchange Board of India.

Date: March 01, 2018 **SAHIL MALIK**
Place: Mumbai **ADJUDICATING OFFICER**