



**BEFORE THE ADJUDICATING OFFICER
SECURITIES AND EXCHANGE BOARD OF INDIA
ADJUDICATION ORDER NO. Order/SM/SM/2025-26/32200-32201**

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

In respect of

S.No	Noticee Name	PAN
1	IM+ Capital Limited	AAACB1662L
2	Vishal Singhal	DIJPS2427H

In the matter of IM+ Capital Limited

A. BRIEF BACKGROUND

1. Securities and Exchange Board of India (SEBI) received an email dated October 27, 2023 from Care Ratings Limited ("CARE") intimating about termination of its Monitoring Agency Agreement ("MA Agreement") with IM+ Capitals Limited vide termination notice dated October 26, 2023 due to non-receipt of complete information and non-cooperation by the Company to provide all the relevant and necessary details sought by CARE.
2. Pursuant to examination, SEBI had initiated Adjudication Proceedings under Section 15 I of the SEBI Act, 1992 ('SEBI Act') in respect of IM+ Capital Limited ("Company" / 'Noticee 1' / 'entity') and Vishal Singhal (Noticee 2) (hereinafter collectively also referred to as 'Noticees' / 'You' / 'Your') in the subject matter for the alleged violations of following provisions:
 - 2.1. Regulation 162A (4) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 ('ICDR Regulations' / 'SEBI (ICDR) Regulations') read with Regulation 4(1)(d), 4(1)(g) and 4(1)(h) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (hereinafter also referred to as 'SEBI LODR Regulations' / 'LODR Regulations')



- 2.2. Regulation 162A (1) of SEBI (ICDR) Regulations.
- 2.3. Regulation 32(1) read with Regulation 4(1)(d), 4(1)(g) and 4(1)(h) of LODR Regulations.
- 2.4. Regulation 4(2)(f),i(2), 4(2)(f)ii(8) and 4(2)(f)iii (7) of LODR Regulations;

B. APPOINTMENT OF ADJUDICATING OFFICER

- 3. Whereas, the Competent Authority was prima facie of the view that there were grounds to adjudicate upon the alleged violations by the Noticees as stated and therefore, in exercise of the powers conferred under Section 19 read with Section 15 I of the SEBI Act, 1992 and Rule 3 of SEBI (Procedure for Holding Inquiry and Imposing Penalties) Rules, 1995 (hereinafter also referred as “Adjudication Rules”), the Competent Authority appointed Sh. Amar Navlani, General Manager, SEBI as Adjudicating Officer (“erstwhile AO”) vide order dated July 12, 2024 to inquire into and adjudicate under Section 15A(b) and 15HB of the SEBI Act, 1992 the alleged violations by the Noticees. Pursuant to transfer of the erstwhile AO, the undersigned was appointed as AO in the matter. The said proceeding of appointment was communicated to the undersigned vide Communique dated September 19, 2025.

C. SHOW CAUSE NOTICE, REPLY AND HEARING

- 4. A Show Cause Notice No. SEBI/EAD5/P/OW/2024/25978/1-2 dated August 14, 2024 (hereinafter also referred to as ‘SCN’ / ‘SCN dated August 14, 2024 in short) was issued to Noticees by erstwhile AO in terms of Section 15-I of the SEBI Act, 1992, Rule 4 of SEBI Adjudication Rules, 1995 to show cause as to why an inquiry should not be held against them and why penalty be not imposed under Section 15A(b) and 15HB of SEBI Act, 1992 for the aforesaid alleged violations. The SCN was duly served on the Noticees through Digitally Signed Email dated August 14, 2024.



5. In this regard, following was inter alia observed and alleged in respect of the Noticees:

“...

With respect to Noticee 1:

5.1 Failure to provide requisite documents to CARE leading to non-furnishing the MA report on time

SEBI's observations on conduct of the Company with CARE Ratings Limited (erstwhile Monitoring Agency)

5.1.1 In order to ascertain the conduct and cooperativeness of the Company for the monitoring assignment, complete communication records between Company and CARE was sought from rating agency. CARE vide email dated February 08, 2024 submitted the correspondence it had with the Company for the MA assignment. The following is observed from the communication records between the Company and CARE:

- (i) One of the objects of the issue was repayment of loans, so CARE started its exercise with seeking basic documents.
- (ii) The company provided the bank statements of the monitoring account and also the loan account after many reminders.
- (iii) Company was not able to provide the appropriate response to the purpose of the loan and finally company refused to provide the same.
- (iv) Thereafter, CARE sought loan sanction letter from the Company. However, the same was also not furnished.
- (v) It is observed that since inception, CARE is in continuous follow up with the Company seeking loan documents to ensure that utilization is in consonance with the proposed objects of the issue of repayment of loans. However, the same was not provided, which led to termination of the MA agreement.

5.1.2 It was further observed from the communication trails provided by CARE that the Company had never followed up with CARE for providing the monitoring agency report despite it being obligatory on the part of the Company to submit the report on quarterly basis. Moreover, the Company provided the documents to the CARE only after repeated reminders from CARE.

5.1.3 Considering that the statutory obligation to submit monitoring agency report rests on the Company, the Company should have acted with urgency and followed up with CARE to furnish requisite information to the CRA and obtain the MA report for timely compliance. However, in the instant matter, it is observed that there is no follow up by the Company with CRA to obtain the MA report. Further, the Company has willfully not provided the sanction letter to the CARE.

5.1.4 Not furnishing the requisite documents to CARE for monitoring the utilization of issue proceeds indicates the deliberate attempt by the Company to hinder and delay the process of monitoring of uses of funds. Accordingly, the Company is in violation of Regulation 162A (1) of ICDR Regulations to failure to make arrangements for the use of proceeds of the issue to be monitored by a credit rating agency.

5.1.5 After matter being taken up by SEBI, the Company vide disclosure dated February 20, 2024 (**Annexure 2**) submitted the monitoring agency report for each quarter during the period January 01, 2023 to December 31, 2023 all at once. As stipulated under the regulation 162A (4) of ICDR Regulations, the MA report is required to be submitted within 45 days from the end of the quarter, in the instant case, the Company had not submitted the MA report within the specified timelines. The delay in submission of the Monitoring agency report for the fur quarters is as under:

Particulars	Due Date of Submission	Actual Date of submission	Delay (in days)
March 31, 2023	15/05/2023	20/02/2024	281
June 30, 2023	14/08/2023	20/02/2024	190
September 30, 2023	15/11/2023	20/02/2024	97
December 31, 2023	14/02/2024	20/02/2024	6

5.1.6 Accordingly, the Company has also violated Regulation 162A (4) by not submitting the MA report to the Stock Exchanges for the quarter ended March 2023, June 2023, September 2023 and December 2023 within the time specified under the Regulations. By complying with Regulation 162A (4) with a delay, the Company has also not complied with Regulation 4(1)(d), 4(1)(h) of LODR Regulations. Copy of Company email dated December 26, 2023, December 27, 2023 and January 24, 2023 are enclosed as **Annexure 3**

In view thereof, it is alleged that Noticee has violated Regulation 162A (4) of SEBI (ICDR) Regulations read with Regulation 4(1)(d), 4(1)(g) and 4(1)(h) of LODR Regulations



5.2 Failure to appoint monitoring agency after termination.

- 5.1.7 It was observed that the Company was continuously raising capital through issue of warrants and conversion of warrants into shares starting February 22, 2023, as indicated in table above.
- 5.1.8 As the issue size exceeds 100 crores rupees, the company was required to submit the monitoring agency report in the form as specified under the Regulation 162A of ICDR Regulations. However, in the instant case, it is observed from the disclosures on the Stock Exchange website that the Company had not submitted the monitoring agency report for the quarter ended March 2023, June 2023, September 2023.
- 5.1.9 The matter was taken up by SEBI for examination during which the reasons were sought from the Company regarding the termination of the MA agreement vide dated December 22, 2023. In response to the query, the Company vide email dated December 26, 2023 (**Annexure 3**) informed SEBI that it is in the process of appointing new monitoring agency. It may be noted that the Company started the process of appointment of new Monitoring Agency only after being pointed upon by SEBI in the matter.

In view thereof, it is alleged that Noticee has violated Regulation 162A (1) of ICDR Regulations.

5.3 Failure to submit statement of deviation/variation in uses of funds.

- 5.1.10 In terms of Regulations 32(1), 32(2) and 32(3) of the LODR Regulations, a listed entity is, inter alia, required to submit to the stock exchange, a statement of deviation or variation, on a quarterly basis for public issue, rights issue, preferential issue etc. indicating:
- (i) deviations, if any, in the use of proceeds of public issue, rights issue, preferential issue etc. and
 - (ii) the category wise variation between projected utilization of funds and the actual utilization of funds
- 5.1.11 Section III-C of the SEBI Master Circular for compliance with the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 by listed entities dated July 11, 2023 also clarifies that a NIL report shall be submitted by listed entities that do not have any deviation or variation in the funds raised.
- 5.1.12 The aforesaid statement of deviation is required to be placed before the Audit Committee for review and shall be submitted to the Stock Exchange post such review. Minutes of the meetings of the AC were perused to check whether the statement of deviation/variation was placed before the AC for review.
- 5.1.13 However, in the instant case, there was no monitoring of the proceeds by the AC and no statement of deviation was submitted by the Company for the quarter ending March 2023, June 2023, September 2023 and December 2023. Accordingly, the company is in violation of Regulation 32(1) of LODR Regulations read with Regulation 4(1)(d), 4(1)(g) and 4(1)(h) of LODR Regulations.

Copy of Minutes of the Audit Committee meeting minutes held on May 30, 2023, August 11, 2023 and November 14, 2023 and Copy of Minutes of the Board meeting held on November 14, 2023 is enclosed as **Annexure 4** and **Annexure 5**

In view thereof, it is alleged that Noticee has violated Regulation 32(1) read with Regulation 4(1)(d), 4(1)(g) and 4(1)(h) of LODR Regulations

With respect to Noticee 2

- (i) **Failed to ensure furnishing of information to the MA for timely submission of the MA report.**
 - (ii) **Failed to provide information to the AC in respect of utilization of issue proceeds.**
 - (iii) **Failed to ensure submission of statement of deviation/variation for quarters ending March 2023, June 2023, Sep 2023 and December 2023.**
- 5.4 The Whole Time Director is responsible for managing overall operations and compliances, including **regulatory** compliances, disclosures and communications. Mr. Vishal Singhal, being the executive director was aware of the situation that sought data by CARE which further led to non-compliance by the Company with the regulatory requirements, w.r.t. monitoring of the utilization of the issue proceeds including appointment of MA after termination of agreement with CARE and filing of reports to Stock Exchanges. Thus, the WTD has violated Reg. 4(2)(f) i (2), 4(2)(f) ii (8) and 4(2)(f) iii (7) of LODR Regulations.
- 5.5 The Whole Time Director is responsible for managing overall operations, including compliances, disclosures etc. Mr. Vishal Singhal is also part of the Audit Committee(AC). As the statement of deviation was not placed before the Audit Committee for review which has also led to non-filing of statement of deviation by the Company, the WTD has not maintained operational transparency and acted in negligence. Accordingly, the WTD has violated Reg. 4(2)(f) i (2), 4(2)(f) ii (8) and 4(2)(f) iii (7) of LODR Regulations.



5.6 Considering that Mr. Vishal Singhal (WTD) is member of the Audit Committee, he should have apprised the AC regarding not monitoring the utilization of funds due to adequate documents not being provided to CARE. **However**, the same was not done which led to non-monitoring of utilization of funds neither by the AC nor by the MA.

5.7 Considering that WTD is in-charge of day to day operations, it is inferred that he had not provided the **information** w.r.t. non-monitoring of the issue proceeds by the Monitoring Agency, termination of the MA agreement etc. to AC and acted in negligent manner. Hence, the Managing Director of the Company has violated Reg. 4(2)(f) i (2) and 4(2)(f) iii (7) of LODR Regulations.

Copy of Delayed disclosure of monitoring agency report and non- disclosure of termination of MA agreement on the Stock Exchange website [corporate announcement dated February 20, 2024] is enclosed as **Annexure 2**

Copy of Minutes of the Audit Committee meeting minutes held on May 30, 2023, August 11, 2023 and November 14, 2023 is enclosed as **Annexure 4**

Copy of termination notice dated October 26, 2023 is enclosed as **Annexure B**

In view thereof, it is alleged that Noticee has violated Regulation 4(2)(f)i(2), 4(2)(f)ii(8) and 4(2)(f)iii (7) of LODR Regulations;

“ ... ”

6. Having regard to the principles of Natural Justice, vide Hearing Notice dated August 28, 2024, an opportunity of personal hearing was provided to the Noticee by erstwhile AO on September 05, 2024. Vide email dated August 28, 2024, Noticees sought extension of 4 weeks to submit reply to the SCN. Vide email dated September 02, 2024, Noticees were granted opportunity to submit reply to the SCN by September 12, 2024 and the hearing in the matter was re-scheduled on September 19, 2024. Noticees vide email dated September 17, 2024 requested the hearing on any day after September 23, 2024 as the AR of the Noticees had certain other matters in different court on September 19, 20 and 23, 2024. Vide email dated September 19, 2024, the hearing scheduled on September 19, 2024 was deferred. Vide email dated September 27, 2024, hearing in the matter was rescheduled on October 04, 2024. Vide email dated October 01, 2024, Noticees submitted reply to the SCN in the matter.

Key Submissions in Noticees’s reply dated October 01, 2024 are as under:

“ ... ”

*In connection with the captioned subject and above referenced SCN, we, for and on behalf of **Fedders Holding Limited (earlier known as IM+ Capital Limited) (“Noticee 1”), and Vishal Singhal (“Noticee 2”) are filing this response to the SCN. The Noticee 1 and the Noticee 2 are hereinafter collectively referred to as the “Noticees”.***

At the outset, we deny all the statements, contentions and allegations made in the SCN, which are contrary to and/ or inconsistent with what is stated herein. We state that nothing stated herein shall be deemed to



have been admitted by the Noticees unless specifically admitted. We submit that any omission to deny any contention or allegation raised in the SCN against the Noticees ought not to be construed as an admission.

Without prejudice to what is stated herein, we submit for and on behalf of the Noticees as follows:

1. Noticee 1 is a public company incorporated under the provisions of Companies Act 1956, on 22.10.1991. The Corporate Identification Number of Noticee 1 is L74140UP1991PLC201030 and its Permanent Account Number is AAACB1662L. The Registered Office of Noticee 1 is situated at C-15, RDC, Raj Nagar, Ghaziabad- 201001 (U.P.).
2. We submit, that Noticee 1 is inter alia engaged in the business of financial services. Noticee 1 is known for its ability to manage all types of business complexities & has been majorly operating in the business of financial advisory and management consultancy since 1991.
3. Noticee 2 is a promoter and also the Executive Director-Chairperson of the Noticee 1. The Permanent Account Number of the Noticee 2 is DIJPS2427H and resides at G-35 B, Patel Nagar-III, Ghaziabad Uttar Pradesh, India – 201001.
4. The alleged violations in the SCN against the Noticee 1 are as under:
 - (a) Regulation 162A(4) of the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("**ICDR Regulations**") read with Regulations 4(1)(d), 4(1)(g) and 4(1)(h) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**LODR Regulations**"),
 - (b) Regulation 162A(1) of the ICDR Regulations, and
 - (c) Regulation 32(1) read with Regulations 4(1)(d), 4(1)(g) and 4(1)(h) of the LODR Regulation.
5. The alleged violations in the SCN against the Noticee 2 are as under:
 - (a) Regulation 4(2)(f)(i)(2), 4(2)(f)(ii)(8) and 4(2)(f)(iii)(7) of the LODR Regulations.
6. It is submitted that in the board meeting held on 14.01.2023, the Board of Directors of the Noticee 1 had inter alia approved, subject to shareholders' approval, the raising of funds through issuance of maximum up to 1,65,00,000 convertible warrants at a price of INR 168 for each warrant through preferential issue route. In respect of the said preferential issuance, the Noticee 1 had obtained all the relevant approvals as were applicable under the relevant provisions of the ICDR Regulations and the LODR Regulations.
7. Since the proposed issue size was in excess of INR 100 crores, the Noticee 1 in compliance with Regulation 162A of the ICDR Regulations appointed Care Ratings Limited ("**CRL**") as a monitoring agency vide letter of confirmation dated 18.01.2023.
8. During various email correspondences exchanged between the Noticee 1 and CRL in connection with issuance of the monitoring agency report, CRL had requested for several documents which were promptly provided by the Noticee 1. One of the many documents requested by CRL was the sanction letter and/ or the loan agreement in respect of the unsecured loan availed by the Noticee 1 from one of its group company, Raga Tradecon Private Limited ("**Raga**") which is registered with the Reserve Bank of India as a non-banking financial company under the relevant provisions of the Reserve Bank of India Act, 1934. It is pertinent to highlight that as on date Raga is one of the promoters of the Noticee 1 and is also a related party within the meaning of the relevant provisions under the Companies Act, 2013 and the rules made thereunder. Further, Raga is disclosed as a promoter and a related party in the audited financial statements of the Noticee 1 for the financial year ended on 31.03.2024.

In this regard, the Noticee 1 informed CRL that since the loan was taken by the Noticee 1 from Raga, which is its group company, there was no written sanction letter and/ or the loan agreement executed between the Noticee 1 and Raga. The Noticee 1 further informed CRL that the said unsecured loan was availed by the Noticee 1 based on the oral agreement/ understanding between the lender and the borrower which was duly adhered to by both the Noticee 1 and Raga through their conduct, including repayment of loan amount along with interest at the pre-decided rate which is also evidenced from the bank statements of both the companies. It is also pertinent to mention that the unsecured loan was obtained by the Noticee 1 and repaid to Raga through formal banking channels which is duly recorded in the respective books of accounts maintained by both the Noticee 1 and Raga.



However, inability of the Noticee 1 in providing the written sanction letter and/ or the loan agreement executed between the Noticee 1 and Raga and continuous insistence by CRL for providing the written documents resulted into CRL terminating the Monitoring Agency Agreement dated 18.01.2023 vide a unilateral termination letter dated 26.10.2023.

It is settled law that the oral agreements are duly recognized under the relevant provisions of the Indian Contract Act, 1872 ("**Contract Act**") and are binding on the parties and fully enforceable if they fulfil the requirements of Section 10 of the Contract Act. Section 10 of the Contract Act is reproduced hereunder for ready reference:

"Section 10: What agreements are contracts.

All agreements are contracts if they are made by the free consent of parties competent to contract, for a lawful consideration and with a lawful object, and are not hereby expressly declared to be void.

Nothing herein contained shall affect any law in force in India and not hereby expressly repealed by which any contract is required to be made in writing or in the presence of witnesses, or any law relating to the registration of documents."

It has been upheld in a plethora of judgements that unless the law requires an agreement to be in writing, an oral contract is also valid if it fulfils the requirements of Section 10 of the Contract Act.

The Hon'ble High Court of Delhi in **Re: Nanak Builders and Investors Pvt. Ltd. vs. Vinod Kumar Alag [AIR 1991 Delhi 315]** held that even an oral agreement can be a valid and enforceable contract. Therefore, in the strict sense, it is not essential that a contract must be in writing, unless specified by law or the parties themselves contemplate the reduction of terms of agreement to writing.

Further, the Hon'ble Supreme Court in **Re: Alka Bose vs. Parmatma Devi & Ors [CIVIL APPEAL NO(s). 6197 OF 2000]**, held that even an oral agreement to sell is valid and will have binding value and enforceability similar to a written agreement.

Furthermore, the Hon'ble Karnataka High Court in **Re: S.V. Narayanaswamy vs. Savithramma 2013R.F.A. No. 1163 of 2002 c/w R.F.A.No.1164 of 2002** upheld the existence of an oral agreement in regard to sale of a property which was based on various evidence being produced indicating existence of an oral agreement.

A copy of the above mentioned three judgements are enclosed hereto and marked as

Annexure – 1 (Colly).

The unilateral termination of the Monitory Agency Contract by CRL, which was beyond control of the Noticee 1, resulted in an unintentional but forced non-compliance as alleged against the Noticees in the SCN. Not only CRL forced the Noticees into these alleged non-compliances under the ICDR Regulations and the LODR Regulations, but it also became the sole cause of issuance of the SCN by SEBI against the Noticees.

9. The relevant officials of the Noticee 1 also had a personal meeting with CRL team at CRL's Noida Office on 01.08.2023 to explain the above to them, however, CRL did not accept the above submissions made by the Noticee 1. Instead, they vide their email dated 01.08.2023 requested more documents which were provided to them by the Noticee 1 vide email dated 04.08.2023. Despite providing plausible explanations and complete documents as requested by CRL, CRL chose to unilaterally terminate the Monitoring Agency Agreement vide termination letter dated 26.10.2023 that too without giving any specific reasons. It is submitted that the vague and ambiguous reason(s) provided by CRL leading to termination of the said agreement is reproduced as under:

"We refer to various communications wherein we had requested you to submit the requisite information to us so as to enable us to carry out the responsibilities as the Monitoring Agency considering that we have not received the full information solicited by us, CARE is unable to perform its obligations as the Monitoring Agency under the said Agreement and the SEBI Regulations due to non-cooperation on part of the Company to provide all relevant and necessary details sought by CARE in accordance with the term of the said Agreement."

10. Once the Monitoring Agency Agreement was unilaterally terminated by CRL on vague and ambiguous



grounds, the Noticees engaged into a discussion with Infomerics Valuation and Rating Pvt. Ltd. ("Infomerics") for its appointment as the new Monitoring Agency to replace CRL. After Infomerics was appointed as the Monitoring Agency, all the pending quarterly monitoring reports for the four quarters ended 31.03.2023, 30.06.2023, 30.09.2023 and 31.12.2023 were filed together by the Noticee 1 with the BSE Limited on 20.02.2024. It is submitted that except for the delay in submitting the said four quarterly monitoring reports for the quarter ended 31.03.2023, 30.06.2023, 30.09.2023 and 31.12.2023, there has been no delay on the part of the Noticees in submitting the monitoring agency reports for the subsequent quarters.

11. The non-compliances alleged against the Noticees in the SCN were absolutely unintentional and beyond control of the Noticees. The Noticees would like to reiterate that if CRL would not have been adamant in demanding the written sanction letter and/ or the loan agreement for the unsecured loan availed by the Noticee 1 from Raga which was duly repaid by the Noticee 1 to Raga along with the interest due thereon and would have accepted the explanations provided by the Noticees, there would not have been any alleged non-compliance which would have occurred.
12. It is submitted that none of the Noticees have gained any benefit or advantage of any nature whatsoever by not submitting the above-mentioned quarterly monitoring reports for the four quarters ended 31.03.2023, 30.06.2023, 30.09.2023 and 31.12.2023 with BSE Limited in a timely manner.
13. Lastly, it is submitted that the Noticees acted bona fide which shall be taken into account in addition to considering the circumstances, as set forth herein above, in the present case, the SCN is liable to be withdrawn.
14. All of the submissions made above are wholly without prejudice and under protest; each of submissions shall be liable to be construed wholly in the alternative. The Noticees respectfully submit that their contentions and documents filed into the record of proceedings which remain sub judice be deemed incorporated herein in toto.
15. The Noticees reserve their right to supplement this reply in the event that they come across or are able to obtain any additional information and/ or document(s) in relation to the subject matter of the SCN.
16. Without prejudice to the above, however, in case you are still not inclined to drop the present proceedings at this stage, we request you for a personal hearing at which the Noticees reserve their respective rights under the applicable laws to make further submissions before you take any adverse view against the Noticees in the present proceedings.

...".

7. On the scheduled dated of hearing i.e October 04, 2024, the Noticees availed the opportunity of hearing through its Authorized Representative (AR) viz. Mr. Sumit Garg (Advocate) and Sakshi Goel (Company Secretary of Noticee 1) for the hearing opted to be held online viz., via video conferencing. During the hearing, the AR of the Noticees relied upon and reiterated the submissions made by Noticees vide letter dated October 01, 2024. Further, the AR sought additional time to make additional submissions as final and complete submissions in the matter, accordingly time till October 07, 2024 was allowed. ARs also informed that they intend to file the settlement application in the instant matter as was also stated in their email dated September 11, 2024. In this regard, the ARs were informed that as regards any aspect relating to settlement, the Noticees were advised to be guided by SEBI (Settlement Proceedings) Regulations, 2018.
8. Thereafter, Noticees made submissions vide letter dated October 07, 2024. Key submissions of the Noticees in the said letter are as under:

"...



In connection with the captioned subject and above referenced Reply and the hearing, we, for and on behalf of the Noticees are filing certain additional submissions to supplement our Reply to the SCN which was sent to your good office through email on 01.10.2024. These additional submissions were made during the above referenced virtual hearing and must be read as an integral part of our Reply.

The capitalized terms used in this Supplementary Reply but not defined herein shall have the same meaning as ascribed to such terms in our Reply dated 01.10.2024.

Without prejudice to what is stated herein or in our Reply, we, for and on behalf of the Noticees are making the following additional submissions for your kind consideration:

- 1. Infomerics was appointed as the new Monitoring Agency through Monitoring Agency Agreement dated 05.01.2024 to replace CRL.*
- 2. It is further submitted that the Noticee 1 had, for the purposes of issuance of all the pending quarterly monitoring reports for the four quarters ended on 31.03.2023, 30.06.2023, 30.09.2023 and 31.12.2023, provided Infomerics with the same documents/ information/ explanations as were provided to CRL based on which the said pending reports were issued by Infomerics and duly filed by Fedders with the BSE Limited on 20.02.2024. This establishes the fact that the explanations provided by Fedders to CRL which were not acceptable to CRL were acceptable to Infomerics basis which the said pending reports were issued to Fedders. There was no legal basis for CRL to reject the explanations provided by Fedders and to unilaterally terminate its Monitoring Agency Agreement with Fedders on 26.10.2023 in an unfair and arbitrary manner.*
- 3. It is reiterated that the Noticees acted bona fide which shall be considered in addition to considering the circumstances, as set forth herein above and in our Reply, in the present case, the SCN is liable to be withdrawn.*
- 4. All the submissions made above are wholly without prejudice and under protest; each of submissions shall be liable to be construed wholly in the alternative. We, on behalf of the Noticees respectfully submit that their contentions and documents filed into the record of proceedings which remain sub judice be deemed incorporated herein in toto.*
- 5. The Noticees reserve their right to supplement this Supplementary Reply in the event that they come across or are able to obtain any additional information and/ or document(s) in relation to the subject matter of the SCN.*

... ”

9. I note that vide settlement application dated October 18, 2024, Noticee 2 filed for settlement. However, it is noted from material available on record that settlement application was rejected on account of not filing of revised settlement terms. Vide email dated December 17, 2024, the concerned department of SEBI informed that the applicant has been informed regarding rejection of its settlement application.

10. Pursuant to transfer of erstwhile AO, vide order dated September 19, 2025, the undersigned was appointed as the AO in the matter. Thereafter vide email dated November 25, 2025, an opportunity to file additional submissions in the matter was provided to Noticees latest by November 28, 2025. Further, Noticees were advise to indicate their desire to avail opportunity of Hearing in the matter. Vide email dated November 28, 2025, Noticees sought extension to



file additional submissions to the SCN. Vide email dated December 09, 2025, Noticees were provided time till December 16, 2025 to file additional submissions, if any. Further, Noticees were provided opportunity of hearing on December 22, 2025. Vide email dated December 16, 2025, Noticees submitted that they do not have any additional submissions to make except for the submissions already made. Vide email dated December 21, 2025, Noticees request to adjourn the hearing scheduled on December 22, 2025 owing to ill health of the Authorized Representative. Vide email dated December 22, 2025, another opportunity of hearing was provided to Noticees on December 29, 2025. Vide email dated December 23, 2025, hearing in the matter was re-scheduled to December 31, 2025 due to administrative exigencies.

11. On the scheduled date of hearing i.e December 31, 2025, the Noticees appeared through their common Authorized Representative viz., Mr. Sumit Garg (AR) for the hearing opted to be held online viz., via video conferencing. During the hearing, the AR relied upon and reiterated the common submissions made by Noticee 1 and Noticee 2 vide email dated October 01, 2024, and October 07, 2024.

D. CONSIDERATION OF ISSUES AND FINDINGS

12. The issues that arise for consideration in the instant matter are as following:

Issue No. I: Whether the Noticees have violated the provisions of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 as alleged?

Issue No. II: If yes, whether the Noticees are liable for imposition of monetary penalty under Section 15A(b) and 15HB of SEBI



Act, 1992?

Issue No. III: If yes, what should be the monetary penalty that can be imposed upon the Noticees?

Issue No. I: Whether the Noticees have violated the provisions of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 as alleged?

With respect to Noticee 1

12.1. Failure to provide requisite documents to CARE leading to non-furnishing of the MA report on time

In this regard, it was inter alia alleged by SEBI that Noticee 1 had violated Regulation 162A (4) of SEBI (ICDR) Regulations read with Regulation 4(1)(d), 4(1)(g) and 4(1)(h) of LODR Regulations.

12.1.1. The following was inter alia observed and alleged:

12.1.2. SEBI's observations on conduct of the Company with CARE Ratings Limited (erstwhile Monitoring Agency).

12.1.3. In order to ascertain the conduct and cooperativeness of the Company for the monitoring assignment, complete communication records between Company and CARE was sought from rating agency. CARE vide email dated February 08, 2024 submitted the correspondence it had with the Company for the MA assignment. The following is observed from the communication records between the Company and CARE:



- 12.1.3.1. One of the objects of the issue was repayment of loans, so CARE started its exercise with seeking basic documents.
- 12.1.3.2. The company provided the bank statements of the monitoring account and also the loan account after many reminders.
- 12.1.3.3. Company was not able to provide the appropriate response to the purpose of the loan and finally company refused to provide the same.
- 12.1.3.4. Thereafter, CARE sought loan sanction letter from the Company. However, the same was also not furnished.
- 12.1.3.5. It is observed that since inception, CARE is in continuous follow up with the Company seeking loan documents to ensure that utilization is in consonance with the proposed objects of the issue of repayment of loans. However, the same was not provided, which led to termination of the MA agreement.
- 12.1.4. Not furnishing the requisite documents to CARE for monitoring the utilization of issue proceeds indicates the deliberate attempt by the Company to hinder and delay the process of monitoring of uses of funds. Accordingly, the Company is in violation of Regulation 162A (1) of ICDR Regulations to failure to make arrangements for the use of proceeds of the issue to be monitored by a credit rating agency.
- 12.1.5. After matter being taken up by SEBI, the Company vide disclosure dated February 20, 2024 submitted the monitoring agency report for each quarter during the period January 01, 2023 to December 31, 2023 all at once. As stipulated under the regulation 162A (4) of ICDR Regulations, the MA report is required to be submitted within 45 days from the end of the quarter, in the instant case, the Company had not submitted the MA report within the specified timelines. The delay in submission of the Monitoring agency report for the four quarters is as under:

Particulars	Due Date of Submission	Actual; Date of submission	Delay (in days)
March 31, 2023	15/05/2023	20/02/2024	281
June 30, 2023	14/08/2023	20/02/2024	190
September 30, 2023	15/11/2023	20/02/2024	97
December 31, 2023	14/02/2024	20/02/2024	6



12.1.6. Accordingly, the Company has also violated Regulation 162A (4) by not submitting the MA report to the Stock Exchanges for the quarter ended March 2023, June 2023, September 2023 and December 2023 within the time specified under the Regulations. By complying with Regulation 162A (4) with a delay, the Company has also not complied with Regulation 4(1)(d), 4(1)(h) of LODR Regulations.

12.1.7. In this regard the provision alleged to have been violated is reproduced as under:

*SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND
DISCLOSURE REQUIREMENTS) REGULATIONS, 2018*

²⁹⁵*[Monitoring agency*

162A. (1) If the issue size exceeds one hundred crore rupees, the issuer shall make arrangements for the use of proceeds of the issue to be monitored by a credit rating agency registered with the Board:

...

(4) The issuer shall, within forty five days from the end of each quarter, upload the report of the monitoring agency on its website and also submit the same to the stock exchange(s) on which its equity shares are listed.]

...”

Principles governing disclosures and obligations.

4.(1) The listed entity which has listed securities shall make disclosures and abide by its obligations under these regulations, in accordance with the following principles:

...

(d) The listed entity shall provide adequate and timely information to recognised stock exchange(s) and investors.

(g) The listed entity shall abide by all the provisions of the applicable laws including the securities laws and also such other guidelines as may be issued from time to time by the Board and the recognised stock exchange(s) in this regard and as may be applicable.

(h) The listed entity shall make the specified disclosures and follow its obligations in letter and spirit taking into consideration the interest of all stakeholders.

...”



12.1.8. In this regard, I note that Noticee as part of replies to the SCN has inter alia submitted that “... *the Noticee 1 informed CRL that since the loan was taken by the Noticee 1 from Raga, which is its group company, there was no written sanction letter and/ or the loan agreement executed between the Noticee 1 and Raga. The Noticee 1 further informed CRL that the said unsecured loan was availed by the Noticee 1 based on the oral agreement/ understanding between the lender and the borrower which was duly adhered to by both the Noticee 1 and Raga through their conduct, including repayment of loan amount along with interest at the pre-decided rate which is also evidenced from the bank statements of both the companies. It is also pertinent to mention that the unsecured loan was obtained by the Noticee 1 and repaid to Raga through formal banking channels which is duly recorded in the respective books of accounts maintained by both the Noticee 1 and Raga...*”.

12.1.9. I note that Noticee has submitted that the unsecured loan was obtained by the Noticee 1 from the group company and repaid to Raga through formal banking channels which is duly recorded in the respective books of accounts maintained by both the Noticee 1 and Raga. However, I note from the material available on record that Noticee has not submitted any documentary proof regarding repayment of loan amount such as Bank statements showing the transfer of funds, cheque images or withdrawal slips.

12.1.10. Further, I note from Noticee 1’s email dated June 15, 2023 that Noticee 1 was not able to provide the appropriate response to the purpose of the loan and refused to provide the same to CARE by stating that they were not supposed to provide with the reason why IM+ Capitals Limited have taken a loan from Raga Tradecon Private Limited. Notwithstanding the oral nature of the loan agreement (as contended by Noticees) which precluded the Noticee 1 from providing sanction letter or the loan agreement executed, the Noticee 1 remained obligated to disclose the underlying purpose of the credit facility obtained by the Noticee 1 from its group company upon CRL’s request which it failed to do.



- 12.1.11. I note that as per Regulation 162A (4) of ICDR Regulations, 2018, the Noticee 1 shall within forty-five days from the end of each quarter, upload the report of the monitoring agency on its website and also submit the same to the stock exchange(s) on which its equity shares are listed.
- 12.1.12. In the instant case, the Company had not submitted the MA report within the specified timelines. The delay in submission of the Monitoring agency report for four quarters as given under:

Particulars	Due Date of Submission	Actual Date of submission	Delay (in days)
March 31, 2023	15/05/2023	20/02/2024	281
June 30, 2023	14/08/2023	20/02/2024	190
September 30, 2023	15/11/2023	20/02/2024	97
December 31, 2023	14/02/2024	20/02/2024	6

- 12.1.13. Notwithstanding the Noticee 1's statutory obligation to submit quarterly monitoring agency reports, the communication trails provided by CARE reveal a significant lack of diligence; the Noticee 1 failed to initiate follow-ups and only furnished requisite documentation after repeated queries from CARE. Given that the statutory obligation to submit Monitoring Agency report rests on the company, it was incumbent upon the Noticee 1 to act with requisite urgency to ensure the timely procurement of the Monitoring Agency (MA) report from the Credit Rating Agency (CRA) and uploading of the same on its website and also submission to the stock exchanges.

Therefore, by not complying with Regulation 162A (4) within the timelines, the Company has also not complied with Regulation 4(1)(d), 4(1)(h) of LODR Regulations.

In view thereof, I hold that Noticee has violated Regulation 162A (4) of SEBI (ICDR) Regulations read with Regulation 4(1)(d), 4(1)(g) and 4(1)(h) of LODR Regulations.

12.2. Failure to appoint monitoring agency after termination.



- 12.2.1. In this regard, it was inter alia observed and alleged that the Company was continuously raising capital through issue of warrants and conversion of warrants into shares starting February 22, 2023.
- 12.2.2. As the issue size exceeds 100 crores rupees, the company was required to submit the monitoring agency report in the form as specified under the Regulation 162A of ICDR Regulations. However, in the instant case, it is observed from the disclosures on the Stock Exchange website that the company had not submitted the monitoring agency report for the quarter ended March 2023, June 2023, September 2023.
- 12.2.3. The matter was taken up by SEBI for examination during which the reasons were sought from the Company regarding the termination of the MA agreement vide dated December 22, 2023. In response to the query, the company vide email dated December 26, 2023 informed SEBI that it is in the process of appointing new monitoring agency. It may be noted that the company started the process of appointment of new Monitoring Agency only after being pointed upon by SEBI in the matter.
- 12.2.4. In this regard, the provision alleged to have been violated is reproduced as under:

SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND
DISCLOSURE REQUIREMENTS) REGULATIONS, 2018

“ ...

²⁹⁵[Monitoring agency

162A. (1) If the issue size exceeds one hundred crore rupees, the issuer shall make arrangements for the use of proceeds of the issue to be monitored by a credit rating agency registered with the Board:

...”

- 12.2.5. In this regard, Noticee as part of reply to the SCN has submitted that *“Infomerics was appointed as the new Monitoring Agency through Monitoring Agency Agreement dated 05.01.2024 to replace CRL... Noticee 1 had, for the purpose of issuance of all the pending quarterly monitoring reports for the four quarters ended on 31.03.2023, 30.06.2023, 30.09.2023 and 31.12.2023, provided Informerics with the same documents/ information/ explanations as were provided to CRL based on which the said pending reports were issued by Infomerics and duly filed by Fedders with the BSE Limited on 20.02.2024. This*



establishes the fact that the explanations provided by Fedders to CRL which were not acceptable to CRL were acceptable to Infomerics basis which the said pending reports were issued to Fedders. There was no legal basis for CRL to reject the explanations provided by Fedders and to unilaterally terminate its Monitoring Agency Agreement with Fedders on 26.10.2023 in an unfair and arbitrary manner...”.

12.2.6. I note from material available on record that one of the objects of the issue was repayment of loans. However, the Noticee 1 was not able to provide the appropriate response to the purpose of the loan and finally Noticee 1 refused to provide the same to CARE as mentioned in the forgoing. The Noticee has not provided any evidence to establish that it subsequently provided the same to Infomerics pursuant to appointment of Infomerics as the Monitoring Agency.

Further, I note from the Monitoring Agency reports submitted by Infomerics that under the section “details of arrangement made to ensure monitoring of the issue proceeds”, the comments of the Board of Directors of the Noticee 1 have not been given.

In view thereof, Noticee’s submission in this regard cannot be accepted.

12.2.7. I note from material available on record that SEBI received an email dated October 27, 2023 from Care Ratings Limited (“CARE”) intimating about termination of its Monitoring Agency Agreement (“MA Agreement”) with IM+ Capitals Limited (“Company”) vide termination notice dated October 26, 2023. The relevant extracts of the said email dated October 27, 2023 are as under:

“...kindly note that CARE Ratings Ltd. has terminated the Monitoring Agency Agreement with one of its client i.e. IM+ Capitals Ltd., vide termination notice dated 26TH October 2023...”

12.2.8. In this regard SEBI vide email dated December 22, 2023 sought reasons regarding the termination of the MA agreement from the company. In this regard, company vide email dated December 26, 2023 inter alia informed



SEBI that it was in the process of appointing new monitoring agency. The relevant extract of the email dated December 26, 2023 in this regard is given below:

“...

We are in discussion with another Credit Rating Agency for appointment as Monitoring Agency and will inform SEBI immediately after the aid appointment.

...”

12.2.9. I note that Regulation 162A (1) of SEBI ICDR Regulations, 2018, states that if the issue size exceeds one hundred crore rupees, the issuer shall make arrangements for the use of proceeds of the issue to be monitored by a credit rating agency registered with the Board. In this regard I note that MA agreement with CARE was terminated on October 26, 2023, however, new MA was not appointed even till the date of the email from SEBI i.e. for a period of more than three months and the actual appointment of the new Monitoring Agency happened much after that.

In view thereof, I hold that Noticee had violated Regulation 162A (1) of ICDR Regulations, 2018

12.3. Failure to submit statement of deviation/variation in uses of funds.

12.3.1. In this regard, the following was inter alia observed and alleged by SEBI:

12.3.2. In terms of Regulations 32(1), 32(2) and 32(3) of the LODR Regulations, a listed entity is, inter alia, required to submit to the stock exchange, a statement of deviation or variation, on a quarterly basis for public issue, rights issue, preferential issue etc. indicating:

- i. deviations, if any, in the use of proceeds of public issue, rights issue, preferential issue etc. and
- ii. the category wise variation between projected utilization of funds and the actual utilization of funds.



- 12.3.3. Section III-C of the SEBI Master Circular for compliance with the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 by listed entities dated July 11, 2023 also clarifies that a NIL report shall be submitted by listed entities that do not have any deviation or variation in the funds raised.
- 12.3.4. The aforesaid statement of deviation was required to be placed before the Audit Committee (AC) for review and shall be submitted to the Stock Exchange post such review. Minutes of the meetings of the AC were perused to check whether the statement of deviation/variation was placed before the AC for review.
- 12.3.5. However, it was observed by SEBI that in the instant case, there was no monitoring of the proceeds by the AC and no statement of deviation was submitted by the Company for the quarter ending March 2023, June 2023, September 2023 and December 2023. Accordingly, the company was in violation of Regulation 32(1) of LODR Regulations read with Regulation 4(1)(d), 4(1)(g) and 4(1)(h) of LODR Regulations.
- 12.3.6. In this regard, the provision alleged to have been violated is reproduced as under:

SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

“ ...

Statement of deviation(s) or variation(s)

32. (1) The listed entity shall submit to the stock exchange the following statement(s) on a quarterly basis for public issue, rights issue, preferential issue etc.,-

- (a) indicating deviations, if any, in the use of proceeds from the objects stated in the offer document or explanatory statement to the notice for the general meeting, as applicable;
- (b) indicating category wise variation (capital expenditure, sales and marketing, working capital etc.) between projected utilisation of funds made by it in its offer document or explanatory statement to the notice for the general meeting, as applicable and the actual utilisation of funds.

...”

SEBI Master Circular no. SEBI/HO/CFD/PoD2/CIR/P/2023/120 dated July 11, 2023 reads as follows:



“ ...

Section III-C: Statement of Deviation or Variation for proceeds of public issue, rights issue, preferential issue, Qualified Institutions Placement etc.¹³

1. As per regulations 32(1), 32(2) and 32(3) of the LODR Regulations, a listed entity is, inter alia, required to submit to the stock exchange, a statement of deviation or variation, pursuant to review by the audit committee, on a quarterly basis for public issue, rights issue, preferential issue etc. indicating,

a. deviations, if any, in the use of proceeds of public issue, rights issue, preferential issue etc. and

b. the category wise variation between projected utilisation of funds and the actual utilisation of funds.

...”

“ ...

4. A NIL report shall be submitted by listed entities that do not have any deviation or variation in the funds raised.

...”

12.3.7. I note that Regulation 32 of LODR Regulations read with Section III-C of SEBI Master Circular no. SEBI/HO/CFD/PoD2/CIR/P/2023/120 dated July 11, 2023 inter alia states that a listed entity is, inter alia, required to submit to the stock exchange, a statement of deviation or variation, pursuant to review by the audit committee, on a quarterly basis for public issue, rights issue, preferential issue etc. indicating deviations, if any, in the use of proceeds of public issue, rights issue, preferential issue etc. and the category wise variation between projected utilisation of funds and the actual utilisation of funds.

12.3.8. In this regard, I note that Noticee has not made any submissions as regards the instant alleged violation in any of its reply i.e reply dated October 01, 2024 and October 7, 2024 to the SCN. In absence of any submission with regard to the aforesaid alleged violation in the matter, it is presumed that Noticee has admitted the aforesaid allegation in this regard and has nothing to submit. In this regard, reliance is also placed on Hon'ble Securities Appellate Tribunal (SAT) order dated December 08, 2006 in the matter of Classic Credit Ltd. vs. SEBI wherein Hon'ble SAT had, inter alia, observed that, *".....the appellants did not file any reply to the second show-cause notice. This being so, it has to be presumed that the charges alleged against them in the show cause notice were admitted by them"*.



12.3.9. I note from material available on record that Minutes of the meetings of the Audit Committee was sought from the Company. Company vide email dated January 24, 2024 provided the minutes of the meeting of Audit Committee held on May 30, 2023, August 11, 2023 and November 14, 2023. Upon perusal of the above minutes, it was observed that there was no discussion/deliberation by the AC regarding utilization of the proceeds from preferential allotment of warrants in any of the meetings of the AC.

Therefore, I hold that Noticee had violated Regulation 32(1) of LODR Regulations read with Regulation 4(1)(d), 4(1)(g) and 4(1)(h) of LODR Regulations.

12.4. With respect to Noticee 2

12.4.1. In this regard it was inter alia observed and alleged by SEBI that the Whole Time Director is responsible for managing overall operations and compliances, including regulatory compliances, disclosures and communications. Mr. Vishal Singhal, being the executive director was aware of the situation that sought data by CARE which further led to non-compliance by the company with the regulatory requirements, w.r.t. monitoring of the utilization of the issue proceeds including appointment of MA after termination of agreement with CARE and filing of reports to Stock Exchanges. Thus, the WTD has violated Reg. 4(2)(f) i (2), 4(2)(f) ii (8) and 4(2)(f) iii (7) of LODR Regulations.

12.4.2. In this regard the provision alleged to have been violated is reproduced as under:

“ ...

Principles governing disclosures and obligations.

4.(1) ...

(2) *The listed entity which has listed its specified securities shall comply with the corporate governance provisions as specified in chapter IV which shall be implemented in a manner so as to achieve the objectives of the principles as mentioned below:*



(f) Responsibilities of the board of directors: The board of directors of the listed entity shall have the following responsibilities:

(i) Disclosure of information:

(2) The board of directors and senior management shall conduct themselves so as to meet the expectations of operational transparency to stakeholders while at the same time maintaining confidentiality of information in order to foster a culture of good decision-making.

(ii) Key functions of the board of directors-

(8) Overseeing the process of disclosure and communications.

(iii) Other responsibilities:

(7) The board of directors shall exercise objective independent judgement on corporate affairs.

... ”

12.4.3. I note from material available on record that Mr. Vishal Singhal (Noticee 2) as the Executive director of the company was in-charge of day to day operations of the Company including compliances, disclosures, communications etc. Mr. Vishal Singhal, being the executive director was aware of the situation and did not take any steps to ensure that the data is being provided to CARE for the purpose of monitoring of funds, which led to the termination of the MA agreement.

12.4.4. Mr. Vishal Singhal was a part of the Audit Committee. He failed to apprise the Board and the Audit Committee of the lapses in monitoring of funds and of consequential failure to adhere to the regulatory requirements. Thus he failed to effectively discharge its duties Furthermore, as the Statement of Deviation was not presented to the Audit Committee for review- subsequently leading to the company's failure to file the same, it is concluded that the Noticee 2 failed to maintain operational transparency and acted with negligence. Consequently, the WTD is in violation of Regulations 4(2)(f)(i)(2), 4(2)(f)(ii)(8), and 4(2)(f)(iii)(7) of the SEBI (LODR) Regulations. 4(2)(f)(iii)(7) of LODR. Therefore, I hold that Noticee 2 has violated Reg. 4(2)(f) i (2) and 4(2)(f) iii (7) of LODR Regulations.

Issue No. II: If yes, whether the Noticees are liable for imposition of monetary penalty under Section 15A(b) and 15HB of SEBI



Act, 1992?

13. It has been established in the foregoing paragraphs that Noticees had violated the following regulatory provisions:

Noticee 1

- 13.1. Regulation 162A (4) of SEBI (ICDR) Regulations read with Regulation 4(1)(d), 4(1)(g) and 4(1)(h) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (hereinafter also referred to as 'SEBI LODR Regulations' / 'LODR Regulations')
- 13.2. Regulation 162A (1) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 (hereinafter also referred to as 'SEBI ICDR Regulations' / 'ICDR Regulations').
- 13.3. Regulation 32(1) read with Regulation 4(1)(d), 4(1)(g) and 4(1)(h) of LODR Regulations.

Noticee 2

- 13.4. Regulation 4(2)(f)i(2), 4(2)(f)ii(8) and 4(2)(f)iii (7) of LODR Regulations;

14. In this regard, it is noted that the Hon'ble Supreme Court of India in the matter of SEBI v/s Shri Ram Mutual Fund [2006] 68 SCL 216(SC) inter alia 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"

15. Therefore, for the established violations, as brought out in the foregoing paragraphs, I find that the Noticees are liable for monetary penalty under Section 15A(b) and 15HB of the SEBI Act, which reads as under:

Securities and Exchange Board of India Act, 1992



⁶²[CHAPTER VIA
PENALTIES AND ADJUDICATION

“ ...

Penalty for failure to furnish information, return, etc.

15A. If any person, who is required under this Act or any rules or regulations made thereunder,—

(b) to file any return or furnish any information, books or other documents within the time specified therefor in the regulations, fails to file return or furnish the same within the time specified therefor in the regulations ⁶⁶[or who furnishes or files false, incorrect or incomplete information, return, report, books or other documents], he shall be liable to ⁶⁷[a penalty ⁶⁸[which shall not be less than one lakh rupees but which may extend to one lakh rupees for each day during which such failure continues subject to a maximum of one crore rupees]];

...”

“ ...

Penalty for contravention where no separate penalty has been provided.

15HB. Whoever fails to comply with any provision of this Act, the rules or the regulations made or directions issued by the Board thereunder for which no separate penalty has been provided, shall be ¹⁰⁴[liable to a penalty which shall not be less than one lakh rupees but which may extend to one crore rupees.]

....”

(Note: for detailed/ complete text of the provisions, relevant Acts etc., may please be referred.)

Issue No. If yes, what should be the monetary penalty that can be imposed upon the Noticees?

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

SEBI Act, 1992

“ ...

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.

...”

17. In the instant case, I note that the material available on record does not quantify any disproportionate gain or unfair advantage or loss caused to an investor or group of investors as a result of the violation committed by the Noticees. Further, there is nothing on record to show that the violation committed by the Noticees are repetitive in nature. However, I note that the



Noticees were required to comply with the applicable provisions of securities laws, which it had failed to comply with, as dealt with and brought out in the foregoing and which SEBI is duty bound to enforce compliance of. Such non-compliance accordingly needs to be dealt with suitable penalty.

D. ORDER

18. After taking into consideration the facts and circumstances of the case, material available on record, submissions made by the Noticees and also the factors mentioned in the preceding paragraphs, in exercise of the powers conferred upon me under section 15-I of the SEBI Act, 1992 read with Rule 5 of the SEBI Adjudication Rules, I hereby impose penalty as per the table given below. In my view, the said penalty will be commensurate with the violation committed by the Noticees in this case:

NAME OF NOTICEE	PENALTY UNDER PROVISIONS	PENALTY AMOUNT (Rs.)
IM+ Capital Limited (Noticee 1)	Section 15A(b) of SEBI Act,1992	3,00,000/- (Three Lakhs Only)
Vishal Singhal (Noticee 2)	Section 15HB of SEBI Act,1992	1,00,000/- (One Lakh Only)
Total		4,00,000/- (Four Lakhs Only)

19. The Noticees shall remit /pay the said amount of penalty within 45 days of receipt of this order 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

20. 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.



21. In terms of the provisions of Rule 6 of the SEBI Adjudication Rules, a copy of this order is being sent to the Noticees and also to the Securities and Exchange Board of India.

PLACE: MUMBAI
DATE: March 11, 2026

SUDEEP MISHRA
ADJUDICATING OFFICER