BEFORE THE ADJUDICATING OFFICER

SECURITIES AND EXCHANGE BOARD OF INDIA

[ADJUDICATION ORDER NO. Order/BM/DS/2023-24/26560]

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

Raisoni Securities Private Limited

(PAN: AACCR5952R)

In the matter of Trading in Illiquid Stock Options on BSE

BACKGROUND OF THE CASE

1. Securities and Exchange Board of India (hereinafter referred to as "**SEBI**") observed large scale reversal of trades in stock options segment of Bombay Stock Exchange (hereinafter referred to as "**BSE**"). SEBI observed that such large scale reversal of trades in stock options lead to creation of artificial volume at BSE. In view of the same, SEBI conducted an investigation into the trading activities of certain entities in illiquid stock options at BSE for the period April 1, 2014 to September 30, 2015 (hereinafter referred to as "**IP**").

2. Pursuant to investigation, it was observed that total of 2,91,744 trades comprising 81.40% of all the trades executed in stock options segment of BSE during the IP were allegedly non genuine trades. The aforesaid alleged non-genuine trades resulted into creation of artificial volume in stock options segment of BSE during the IP. It was observed that Raisoni Securities Private Limited (PAN – AACCR5952R) (hereinafter referred to

as the "**Noticee**") was one of the various entities who indulged in execution of reversal trades in stock options segment of BSE during the IP. Such trades were alleged to be non-genuine in nature and created false or misleading appearance of trading in terms of artificial volumes in stock options and therefore were alleged to be manipulative, deceptive in nature. In view of the same, SEBI initiated adjudication proceedings against the Noticee for alleged violation of the provisions of Regulations 3(a), (b), (c), (d), 4(1) and 4(2)(a) of SEBI (Prohibition of Fraudulent and Unfair Trade Practices) Regulations, 2003 (hereinafter referred to as "PFUTP Regulations, 2003").

APPOINTMENT OF ADJUDICATING OFFICER

3. The undersigned was appointed as Adjudicating Officer in the matter, conveyed vide communique dated November 12, 2021, under Section 19 read with Section 15-I(1) of the SEBI Act, 1992 (hereinafter referred to as "SEBI Act, 1992") and Rule 3 of SEBI (Procedure for Holding Inquiry and Imposing Penalties) Rules, 1995 (hereinafter referred to as "**Adjudication Rules**") to conduct adjudication proceedings in the manner specified under Rule 4 of Adjudication Rules read with Section 15-I(1) and (2) of SEBI Act, 1992, and if satisfied that penalty is liable, impose such penalty as deemed fit in terms of Rule 5 of Adjudication Rules and Section 15HA of SEBI Act, 1992.

SHOW CAUSE NOTICE, REPLY AND HEARING

4. A Show Cause Notice dated February 10, 2022 (hereinafter referred to as "SCN") was issued to the Noticee under Rule 4(1) of the Adjudication Rules to show-cause as to why an inquiry should not be initiated against it and why penalty should not be imposed under section 15HA of the SEBI Act, 1992 for the violations alleged to have been committed by the Noticee.

5. It was *inter alia* alleged in the SCN that the Noticee had executed 6 non-genuine trades in 3 Stock Options contract which resulted in artificial volume of total 80000 units. Summary of dealings of the Noticee in the said Options contracts, in which the Noticee allegedly executed non-genuine trades during the I.P, is as follows:

S. No.	Contract Name	Avg. Buy Rate (Rs)	Total Buy Volume (No. of units)	Avg. Sell Rate (Rs)	Total Sell Volume (No. of units)	% of Non Genuine trades of Noticee in the contract to Noticee's Total trades in the Contract	% of Non Genuine trades of Noticee in the contract to Total trades in the Contract	% of Artificial Volume generated by Noticee in the contract to Noticee's Total Volume in the Contract	% of Artificial Volume generated by Noticee in the contract to Total Volume in the Contract
1	GOIL14JUN290.00CEW2	31.5	10000	48.2	10000	100	100	100	100
2	INGL14JUN300.00CEW3	37	10000	49.5	10000	100	100	100	100
3	IRBI14JUN160.00CEW3	34.5	20000	45	20000	100	100	100	100

6. From the above table, following was noted as regard to dealings of the Noticee:
   (a) The Noticee had executed alleged non genuine trades in 3 contracts, wherein all the trades of Noticee in the said contracts were allegedly non-genuine trades.
   (b) No. of alleged non-genuine trades of the Noticee had significantly contributed to total no. of trades from the market in the above contracts, as 100% of the trades that happened in the said contracts were due to non-genuine trades executed by the Noticee.

(c) 100% of volume generated by Noticee in the above contract was alleged to be artificial volume, and further, the percentage of alleged artificial volume generated by the Noticee in the above contract to the total volume from the market in said contracts was in the range of 100%. Therefore, the Noticee allegedly generated artificial volume in the above contracts.

7. The SCN with reference no. SEBI/HO/EAD/EAD-3/BM/DS/OW/2022/5586/1 was served on the Noticee via Speed Post Acknowledgement Due and digitally signed email dated February 10, 2022. The proof of service is on record. Vide letter dated February 26, 2022, reply to the SCN was submitted by the Noticee. Thereafter, Vide notice dated August 08, 2022, post show-cause intimation (PSI) was issued to the Noticee via digitally signed email, the proof of delivery of which is available on record.

8. The aforesaid PSI was served to the Noticee which along with indicating the nature of offence alleged to have been committed by the Noticee, also intimated to the Noticee regarding the SEBI Settlement Scheme, 2022. The intimation regarding settlement scheme given to the Noticee is as follows:

8.1. SEBI has framed the SEBI Settlement Scheme, 2022 pursuant to the Order dated May 13, 2022 passed by the Hon'ble Securities Appellate Tribunal, wherein the following directions were issued to SEBI:
*"**17**. We are, thus, of the opinion that SEBI should reconsider and seriously give a thought in coming out with a fresh scheme under Clause 26 of the Settlement Regulations, 2018. Such scheme can be a onetime scheme for this class of person.* ***The terms of settlement should be attractive so that it could attract the noticees / entities to come forward and settle the matter which will ameliorate the harassment of penalty proceedings to the noticees and at the same time would***

help to clear the backlog of these pending matters before various AOs. *" (Emphasis Supplied)*

8.2. In compliance with the above directions of the Hon'ble Securities Appellate Tribunal, SEBI has introduced a one-time settlement scheme called the SEBI Settlement Scheme, 2022, in terms of Regulation 26 of the Securities and Exchange Board of India (Settlement Proceedings) Regulations, 2018 in the matter of Illiquid Stock Options. The said scheme proposes payment of Settlement Amount as per the details given below:

S No	Number of Contracts*	Settlement Amount (Rs.)
1	1-5	1,00,000/-
2	6-50	2,00,000/-
3	51 and above	5,00,000/- base amount + 10,000 per contract

** You may refer to the relevant Annexure/table of the SCN which contains a summary of the contracts you entered to determine the applicable slab for settlement.*

8.3. The period of the SEBI Settlement Scheme, 2022 will commence on August 22, 2022 and will close on November 21, 2022, so as to provide an opportunity for settlement to the entities who have executed reversal trades in the stock options segment of BSE during the period April 01, 2014 to September 30, 2015, against whom enforcement proceedings have been initiated and are pending. In case you wish to avail the benefit of the said Scheme, you may access the details of the said Scheme, which would be available on the website of SEBI i.e. www.sebi.gov.in, during the said period.

8.4. Necessary application for settlement may be filed within the validity period of the scheme and payment of the settlement amount shall be made online. Additionally, for any clarification in regard to settlement scheme, you may refer to the FAQs at SEBI website or send email to scheme2022@sebi.gov.in

8.5. In case you do not wish to avail of the facility under the SEBI Settlement Scheme, 2022, the adjudication proceedings in respect of the allegations contained in Part A of the SCN shall resume. Accordingly, an inquiry shall be held against you in terms of Adjudication Rules read with section 15-I of the SEBI Act, and penalty, if any, shall be imposed under section 15HA of the SEBI Act. In such case, you are called upon to file your reply within 30 days of receipt of this Show Cause Notice.

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

9. However, it was observed that Noticee did not avail the SEBI Settlement Scheme, in view of which, the adjudication proceeding against the Noticee was resumed.

10. In the interest of natural justice, the Noticee was provided an opportunity of hearing vide hearing notice dated March 23, 2023 via digitally signed email, which was duly delivered to the Noticee. The Noticee was advised to appear before the undersigned on April 06, 2023.

11. Vide letter dated February 26, 2022, the Noticee submitted its reply to the SCN. Contentions made by it have been summarized below:

11.1. Noticee stated that the impugned trades have been executed by the Noticee in the normal course of business.

11.2. Noticee has not been provided with a copy of the Investigation Report, which is violation of principles of natural justice. Noticee further referred and quoted from the judgement of Hon'ble Supreme Court in the matter of Securities and Exchange Board of India v, Price Waterhouse (Civil Appeat No. 2003-2004/12) and also from the judgement of Hon'ble SAT in the matter of Shri B. Ramalinga Raiu v. SEBI (Appeal No. 286 of 2014 dated May 12, 2017).

11.3. Noticee also requested for Copy of the complete order log and trade log for the trades executed by all the Noticees in the ISO during the investigation period (IP), complete details of the options in which the Noticee had traded during the IP, Price movement with time stamps in scrips traded by the Noticee, Noticee's relationship with counterparties, records of order placement, order book maintained by the broker, communication exchanged with the Income Tax Department, and any other documents/ material relied upon by SEBI.

11.4. Noticee had executed all the impugned trades on the platform of BSE through his broker, within the permissible price bands. The trades were settled as per the norms and the broker had issued contract notes for the impugned trades. Hence, the trades cannot be called to be non-genuine.

11.5. Noticee was not aware of the counterparties and at the time of closing the positions, it was not aware that the trades are in the nature of reversal trades. Further, BSE or NSE had not raised any grievance in public domain about the execution of reversal trades and non-genuine trade in the option segment at that point in time.

11.6. Dealing by the Noticee in the contracts has not affected the price of underlying shares in the cash segment.

11.7. All the option trades executed by my client were genuine and in accordance with the Rules, Regulations and Byelaws of BSE so same were cleared by surveillance mechanism of BSE and also not investigated by BSE under Byelaw No 1.46 (a) and (b) of Derivative for annulment. If reversal or non-genuine trades were being carried out, then SEBI should have pointed out the deficiency on the same day and annulled the trade on the same day or within a reasonable time period.

11.8. As per the notice sent to our client more than 81.3% were non-genuine and hence the penalty is being imposed. If more than 81.30%

were non-genuine, then SEBI and BSE should have been aware while the trades were being executed.

11.9. While the investors are allowed to file complaints against the broker only upto 3 years, why has SEBI initiated proceedings after more than 7 years, without initiating any proeedings against the brokers.

11.10. There has been a long and inordinate delay of more than 7 years, which has highly prejudiced the Noticee and it may not be in a position to locate relevant material/ documents. In this regard, Noticee referred to and quoted from the judgement of Hon'ble SAT in Libord Finance Limited v SEBI, Appeal No. 37/2008 and Hon'ble Supreme Court of India in Government of India v. Citedal Fine Pharmaceuticals, Madras & others [AIR (1989) SC 1771] and also Securities and Exchange Board of India v. Bhavesh Pabari(2}L9) SCC Online SC 294.

11.11. Noticee also contended that pursuant to SEBI Circular CIR/DNPD/5/2011 dated June 02, 2011, BSE introduced a series of Liquidity Enhancement Incentive programs ("LEIPS") to enhance liquidity in its equity futures and options segment. Thus, there is high possibility of thinly traded contracts to get reversed. The trades, if found to be reversal or non-genuine, should have been annulled at the time of execution, and proceedings should not have been initiated after more than 7 years.

11.12. There is no allegation in the SCN regarding manipulative or deceptive practice adopted by the Noticee. The allegation regarding creating false and misleading appearance of trading or creating artificial volume in these Contracts or that the transactions are not genuine is not true.

11.13. Essential feature of a reversal trade is 'meeting of mind', meaning both buyer and seller being on the same page to execute a trade at the same time at the same price. Such meeting of mind is possible only if the buyer and seller are known to each other. It is known that trading on

Stock Exchanges takes place anonymously and identity of buyer and seller is not known to anyone. No allegation to the effect that buyer and seller knew each other has been made in the Notice. Thus, Noticee denies that there were reversal of trades.

11.14. Noticee finally submitted that there were no complaints by any investor or anyone else, no loss was suffered to anyone, no fraud was committed by the Noticee, All taxes and duties, including STT and stamp duty were paid.

12. The Noticee appeared for the hearing through its authorized representative (AR). The AR reiterated the submissions already made vide letter dated February 26, 2022 and requested for time till April 10, 2023 to make additional submissions. Vide email dated April 11, 2023, Noticee submitted a copy of the AO Order dated January 20, 2022 in the case of Neha Sethi. The personal hearing in the matter was completed and hearing minutes are on record.

CONSIDERATION OF ISSUES AND FINDINGS

13. I have carefully perused the charges levelled against the Noticee, its reply and the documents / material available on record. The issues that arise for consideration in the present case are:
    (a) Whether the Noticee has violated provisions of Regulations 3(a), (b), (c), (d), 4(1) and 4(2)(a) of PFUTP Regulations, 2003?
    (b) Does the violation, if any, attract monetary penalty under section 15HA of the SEBI Act, 1992?
    (c) If so, what would be the quantum of monetary penalty that can be imposed on the Noticee after taking into consideration the factors mentioned in section 15J of the SEBI Act, 1992?

14. Before proceeding further, I would like to refer to the relevant provisions of the PFUTP Regulations, 2003 as below:

PFUTP Regulations, 2003

3. Prohibition of certain dealings in securities

No person shall directly or indirectly—

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

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

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

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

4. Prohibition of manipulative, fraudulent and unfair trade practices

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

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

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

Issue No 1 : Whether the Noticee has violated provisions of Regulations 3(a), (b), (c), (d) and Regulation 4(1) & 4(2)(a) of PFUTP Regulations, 2003?

15. Before proceeding to the merits of the case, I shall deal with the contention of delay. I note that pursuant to a preliminary examination conducted in the Illiquid Stock Options matter, Interim order was passed by SEBI on August 20, 2015 which was confirmed vide Orders dated July 30, 2016 and August 22, 2016. Meanwhile, SEBI initiated a detailed investigation relating to stock options segment of BSE which was completed in the year 2018. The investigation revealed that 14,720 entities were involved in executing non-genuine trades in BSE's stock option segment during the investigation period. The proceedings initiated vide the aforementioned Interim Order were disposed of vide Final Order dated April 05, 2018 also considering that appropriate action was initiated against the said 14, 720 entities in a phased manner.

During the course of hearing in the case of *R. S. Ispat Ltd Vs SEBI*, the Hon'ble Securities Appellate Tribunal (SAT), vide its Order dated October 14, 2019, *inter alia* observed that "*SEBI may consider holding a Lok Adalat or adopting any other alternative dispute resolution process with regard to the Illiquid Stock Options".*

A Settlement Scheme was framed under the SEBI (Settlement Proceedings) Regulations, 2018, which provided one-time opportunity for settlement of proceedings in the Illiquid Stock Options matter. The said scheme was kept open from August 01, 2020 till December 31, 2020. Adjudication proceedings were initiated against those entities who had not availed of the opportunity of settlement.

Further, another settlement scheme was introduced pursuant to the order of Hon'ble SAT dated May 12, 2022. The details of SEBI settlement scheme is given at paragraph 8 above.

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

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

17. As can be seen from the narration of facts in the foregoing paragraphs, pursuant to appointment of AO on November 12, 2021, SCN dated February 10, 2022 and thereafter PSI dated August 08, 2022 was issued to the Noticee. Upon closure of SEBI Settlement scheme, 2022 on January 21, 2023, and in compliance with principles of natural justice, an opportunity of personal hearing was scheduled on April 06, 2023. Hence, there has been no delay as alleged by the Noticee.

18. I shall now proceed to deal with the transactions executed by the Noticee in the alleged non-genuine trades.

19. I note that allegation against the Noticee is that, while dealing in the stock option contracts at BSE during the IP, it had executed reversal trades which were allegedly non-genuine and the same had resulted in generation of artificial volume in stock option contracts at BSE. Reversal trades are considered to be those trades in which an entity reverses its buy or sell positions in a contract with subsequent sell or buy positions with the same counterparty during the same day. The said reversal trades are alleged to

be non-genuine trades as they are not executed in the normal course of trading, lack basic trading rationale, lead to false or misleading appearance of trading in terms of generation of artificial volumes and hence are deceptive and manipulative.

20. I note from the trade log of the Noticee that it had traded in three contracts in the stock options segment of BSE during the IP. It is observed that the Noticee had allegedly executed 6 non-genuine trades in 3 contract. I further note that the above mentioned trades of the Noticee had resulted in the creation of artificial volume of 80,000 units in the said contracts. Summary of non-genuine trades of the Noticee is as follows:

S. No.	**Contract Name**	**Avg. Buy Rate (Rs)**	**Total Buy Volume (No. of units)**	**Avg. Sell Rate (Rs)**	**Total Sell Volume (No. of units)**	**% of Non Genuine trades of Noticee in the contract to Noticee's Total trades in the Contract**	**% of Non Genuine trades of Noticee in the contract to Total trades in the Contract**	**% of Artificial Volume generated by Noticee in the contract to Noticee's Total Volume in the Contract**	**% of Artificial Volume generated by Noticee in the contract to Total Volume in the Contract**
1	GOIL14JUN290.00CEW2	31.5	10000	48.2	10000	100	100	100	100
2	INGL14JUN300.00CEW3	37	10000	49.5	10000	100	100	100	100
3	IRBI14JUN160.00CEW3	34.5	20000	45	20000	100	100	100	100

21. It is noted that the Noticee had allegedly executed non-genuine trades in said contracts, wherein the percentage of alleged non-genuine trades of the Noticee in stock options contracts to total trades in the contracts was 100% in the aforesaid contracts. Further, alleged artificial volume generated by Noticee in the contracts amounted to 100% of total volume

generated by it in the contracts. It is also noted that alleged artificial volume generated by the Noticee contributed 100% of the total volume from the market in the said contracts.

22. The details of squaring up done by the Noticee in the contract 'GOIL14JUN290.00CEW2' are as given below :

Trade Date	**Client Name**	**CP Client Name**	**Trade Time**	**Trade Rate (Rs.)**	**Traded Quantity**	**Buy/Sell by the Noticee**
12/06/2014	RAISONI SECURITIES PVT LTD	NAMRATA AGARWAL	11:59:59	31.50	10000	Buy
12/06/2014	NAMRATA AGARWAL	RAISONI SECURITIES PVT LTD	12:01:26	48.20	10000	Sell

i. As can be seen from the table above, the trades executed by the Noticee in the contract were squared up within a short span of time, with the same counterparty. Noticee on June 12, 2014 at 11:59:59 hrs (Order time of Noticee: 11:59:59; and Counterparty Order time: 11:59:59) entered into a buy trade with counterparty viz. NAMRATA AGARWAL for 10000 units at the rate of ₹ 31.50 per unit in the contract 'GOIL14JUN290.00CEW2'. Thereafter, on the same day, Noticee entered into sell trade at 12:01:26 hrs (Order time of order placed by Noticee: 12:01:26; and Counterparty Order time: 12:01:26) for 10000 units at the rate of ₹ 48.20 per unit.

ii. These trades were entered into with the same counterparty in the same contract. It is noted that while dealing in the said contract during the IP, the Noticee executed reversal trades with same counterparty viz. NAMRATA AGARWAL on the same day, with significant price difference. Thus, the Noticee, through its dealing in the contract viz. 'GOIL14JUN290.00CEW2' during the I.P., executed non genuine trades which was 100% of the total trades from the market in the said contract during the I.P., and thereby, Noticee generated artificial volume of 20000 units which was 100% of the volume traded in the said contract from the market during the I.P.

23. I also note that the Noticee has done similar reversal trades in two other scrips, i.e. IRBI14JUN160.00CEW3 and INGL14JUN300.00CEW3, in which, there was same counterparty in both the contracts, i.e. SWASTIKA FINLEASE LIMITED on the same day, i.e. June 17, 2014.

24. The Noticee submitted that BSE and SEBI have themselves permitted trading in illiquid options. The Noticee also submitted that its trades in stock options segment were executed on scrip which was permitted by the BSE to be traded in. It was further submitted that there was no alarm by BSE and SEBI at the time of execution of trades, and there was no impact on the prices of the underlying shares of the respective options in which the Noticee has traded. Hence, the trades cannot be considered to be non-genuine in nature. Firstly, I note that the non-genuineness of these transactions executed by the Noticee is evident from the fact that there was no commercial basis as to why, within a short span of time, the Noticee reversed the position with its counterparties with significant price difference. The fact that the transactions in a particular contract were reversed with the same counterparty indicates a prior meeting of minds with a view to execute the reversal trades at a pre-determined price. Secondly, since these trades were done in illiquid option contract, there was negligible trading in the said contract and hence, there was no price discovery in the strictest terms. Thus, it is observed that Noticee had indulged in reversal trades with its counterparty in the stock options segment of BSE and the same were non-genuine trades.

25. The Noticee also submitted that it has not been provided with a copy of Investigation Report, which is in violation of principles of natural justice. I

note that Noticee has already been provided with the relevant extracts of Investigation Report, as annexures to the PSI dated August 08, 2022. Also, Noticee has not requested for the investigation report again during the course of hearing or in its additional submissions.

26. Noticee has also requested for provision of various other documents as stated in Paragraph 11.3, for which Noticee was provided the response vide mail dated March 04, 2022, relevant parts of which are quoted below.

"*3. Further, your attention is drawn to the Hon'ble SAT Order in the matter of Mayrose Capfin Private Limited Vs. SEBI (decided on 30.03.2012) held that: "....the principles of natural justice require that the inquiry officer should make available such document and material to the delinquent on which reliance is being placed in the inquiry. It is not necessary for the inquiry officer to make available all the material that might have been collected during the course of investigation but has not been relied upon for proving charge against the delinquent. No prejudice can, therefore, be said to have been caused to the appellant on this count...."*

4. You may also note that Hon'ble SAT, in its order dated February 12, 2020, in the matter of Shruti Vora vs. SEBI had held that: "Reliance was also made of a decision of the Supreme Court in Union of India and Others vs E. Bashyan (1988) 2 SCC 196 which has no bearing to the controversy involved in the present context, in as much as, the said decision relates to a disciplinary proceedings wherein the Supreme Court observed that the inquiry report was required to be made available to the delinquent. An inquiry report is totally distinct and different from an investigation report. The inquiry report considers all the materials in the inquiry proceedings which form the basis of the final order and therefore the said report is required to be made available to the delinquent. In the instant case, the show cause notice relies upon certain documents which have been made available. Thus the investigation report is not required to be supplied".

"The learned counsel has also placed reliance upon a minority view of this Tribunal in Price Waterhouse vs Securities and Exchange Board of India decided by this Tribunal in Appeal No. 8 of 2011 on June 1, 2011 wherein it was observed that fairness demands that the entire material collected during the course of investigation should be made available for inspection to the person whose conduct was in question and that said material should also be supplied. In our opinion, the said minority view is directly against the decision of the Supreme Court in Natwar Singh case (supra)".

"A bare reading of the provisions of the Act and the Rules as referred to above do not provide supply of documents upon which no reliance has been placed by the AO, nor even the principles of natural justice require supply of such documents which has not been relied upon by the AO. We are of the opinion that we cannot compel the AO to deviate from the prescribed procedure and supply of such documents which is not warranted in law. In our view, on a reading of the Act and the Rules we find that there is no duty cast upon the AO to disclose or provide all the documents in his possession especially when such documents are not being relied upon."

5. In view of the above, your request for provision of certain documents and details does not hold any merit and hence cannot be acceded to."

27. The Noticee has contended that adjudication proceedings have been initiated against it, while no proceedings have been initiated against the brokers, which is unfair and discriminatory. Noticee's contentions also imply that merely because other entities in the securities market may or may not have been involved in violating PFUTP Regulations, 2003, initiating a particular proceeding against the Noticee should necessarily be treated as unfair. I note that even if there are numerous violators in the securities market, it does not follow that SEBI must proceed against all entities in a single proceeding. Similarly, Adjudication proceedings are not vitiated

merely because each violator is proceeded against in separate and distinct proceedings.

28. Noticee also contended that the impugned trades did not induce other investors to trade in the said stock options contracts. I note that the Noticee executed reversal trades which defy market rationality when looked along with attending circumstances in toto. Therefore, Noticee's trades, irrespective of the quantum of such trades, were manipulative and intended to create misleading appearance of trading, so the contentions of Noticee in this regard are liable to be rejected. I note that the impugned stock option contracts were illiquid, as stated in the SCN, and also that Noticee's trades in the contracts contributed 100% to the total market volume generated during the IP. Noticee's trades, irrespective of the quantum of such trades, contributed substantially to the volume generated in the contract.

29. Noticee has further contended that it had no knowledge of counterparty to the trades and that it did not engage in any collusion with the counterparty as alleged. In regard to the aforesaid contentions, I note that it is not mere coincidence that the Noticee could match its trades with the same counterparty with whom it had undertaken first leg of the respective trades. The fact that the transactions in a particular contract were reversed with the same counterparty indicates a prior meeting of minds with a view to execute the reversal trades at a pre-determined price. This is the outcome of meeting of minds elsewhere and it was a deliberate attempt to deal in such a manner. I note in matters dealing with violation of PFUTP Regulations, 2003, the reason as regards execution of non-genuine trades might not be immediately forthcoming. However, the correct test instead, is one of preponderance of probabilities. Here I would like to rely on the judgment of Hon'ble Supreme Court in SEBI v Kishore R Ajmera (AIR 2016 SC 1079) decided on February 23, 2016, wherein it was held that-*"...According to us,*

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

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

31. The observations made in the aforesaid judgments of Hon'ble Supreme Court apply with full force to the facts and circumstances of the present

case. Therefore, applying the ratio of the above judgments, I am convinced that the execution of trades by the Noticee in the illiquid options segment with such precision in terms of order placement, time, price, quantity etc. and also the fact that the transactions were reversed with the same counterparty clearly indicates a prior meeting of minds with a view to execute the reversal trades at a pre-determined price. The only reason for the wide variation in prices of the same contract, within seconds/minutes was a clear indication that there was pre-determination in the prices by both the counterparty when executing the trades. Thus, the nature of trading, as brought out above, clearly indicates an element of prior meeting of minds and therefore, a collusion of the Noticee with its counterparty to carry out the trades at pre-determined prices.

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

33. I also place my reliance on the judgment of Hon'ble Supreme Court in the matter of SEBI v Rakhi Trading Private Limited (Civil Appeal Nos. 1969, 3174-3177 and 3180 of 2011 decided on February 8, 2018), in which the Hon'ble SC held that - *"Considering the reversal transactions, quantity, price and time and sale, parties being persistent in number of such trade transactions with huge price variations, it will be too naive to hold that the*

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

34. Further, the Hon'ble SAT in its judgement dated September 14, 2020 in the matter of Global Earth Properties and Developers Pvt Ltd relied upon the Hon'ble Supreme Court judgement in the matter of SEBI v Rakhi Trading Private Limited (Civil Appeal Nos. 1969, 3174-3177 and 3180 of 2011 decided on February 8, 2018), and held that, "*It is not a mere coincidence that the Appellants could match the trades with the counter party with whom it had undertaken the first leg of respective trade. In our opinion, the trades were non-genuine trades and even though direct evidence is not available in the instant case but in the peculiar facts and circumstances of the present case there is an irresistible inference that can be drawn that there was meeting of minds between the Appellants and the counter parties, and collusion with a view to trade at a predetermined price.*"
Therefore, the contentions of Noticee in this regard are without any merits.

35. Noticee has contended that the decision of investors was not affected because of reversal trades executed by it. I note that the impugned reversal trades, which were carried out with prior meeting of minds as inferred from the case facts, affected the price discovery and execution of trades as per market mechanism on the stock options segment of BSE. In this regard, I further note the following from the judgement of the Hon'ble SC in the matter of SEBI vs Rakhi Trading Pvt Ltd (supra):
"……….According to SAT, only if there is market impact on account of sham transactions, could there be violation of the PFUTP Regulations. We find it

extremely difficult to agree with the proposition. As already noted above, SAT has missed the crucial factors affecting the market integrity, which may bedirect or indirect. The stock market is not a platform for any fraudulent or unfair trade practice. The field is open to all the investors. By synchronization and rapid reverse trade, as has been carried out by the traders in the instant case, the price discovery system itself is affected. Except the parties who have pre-fixed the price nobody is in the position to participate in the trade. It also has an adverse impact on the fairness, integrity and transparency of the stock market."

Therefore, I note that contentions of Noticee in this regard are without merits.

36. With respect to Noticee's contention that no penalty should be imposed on it for the reversal trades as in the case of Neha Sethi, it may be mentioned that facts of the present case are different from the facts of the case of Neha Sethi. Further, I find it relevant to refer the case of SEBI AO Order in respect of Radha Malani dated September 06, 2021, against which the appeal was filed and Hon'ble SAT vide Order dated November 24, 2021, has upheld the AO Order wherein penalty was imposed even for single reversal trade. Hence, the contention of the Noticee is not tenable.

37. Noticee has also contended that there was neither any mechanism to deter nor a note of caution by BSE about matching trades with same counterparty on the same day during the IP. I note that instant adjudication proceedings levy the impugned allegations against Noticee, and that absence of any preventive mechanism cannot be a ground to absolve Noticee from its obligation to ensure genuineness of trades executed on exchange platform.

38. Therefore, the trading behaviour of the Noticee confirms that such trades were not normal indicating that the trades executed by the Noticee were

not genuine trades and being non-genuine, created an appearance of artificial trading volumes in respective contracts. In view of the above, I find that the allegation of violation of regulations 3(a), (b), (c), (d), 4(1) and 4(2)(a) of PFUTP Regulations, 2003 by the Noticee stands established.

Issue No 2: Does the violation, if any, attract monetary penalty under Section 15HA of the SEBI Act, 1992 ?

39. Considering the findings that the Noticee as mentioned above has executed non-genuine trades resulting in the creation of artificial volume, thereby violating the provisions of Regulation 3(a), (b), (c) & (d) & Regulation 4(1) and 4(2)(a) of the PFUTP Regulations, 2003 and in terms of the judgement of Hon'ble Supreme Court of India in the matter of SEBI Vs. Shri RAM Mutual Fund[2006] 68 SCL 216(sc) decided on May 23, 2006 held that '' "*In our considered opinion, penalty is attracted as soon as the contravention of the statutory obligation as contemplated by the Act and the Regulations is established and hence the intention of the parties committing such violation becomes wholly irrelevant..."* I am convinced that it is a fit case for imposition of monetary penalty under the provisions of Section 15 HA of SEBI Act which reads as under:

    Penalty for fraudulent and unfair trade practices.

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

Issue 3: If so, what would be the quantum of monetary penalty that can be imposed on the Noticee after taking into consideration the factors mentioned in Section 15J of the SEBI Act, 1992?

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

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*.]

I observe, that the material available on record does not quantify any disproportionate gains or unfair advantage, if any, made by the Noticee and the losses, if any, suffered by the investors due to such violations on part of the said Noticee. However, the Noticee has entered into 6 non-genuine trades which demonstrates the violation of PFUTP Regulations, 2003.

ORDER

41. Having considered all the facts and circumstances of the case, the material available on record, the factors mentioned in section 15J of the SEBI Act, 1992 and in exercise of power conferred upon me under section 15-I of the SEBI Act, 1992 read with rule 5 of the Adjudication Rules, 1995, I hereby impose following penalty under section 15HA of the SEBI Act, 1992 on the Noticee:

Name of the Noticee	Violation provisions	Penalty
Raisoni Securities Private Limited PAN:AACCR5952R	Regulations 3(a), (b), (c), (d), 4(1) and 4(2)(a) of PFUTP Regulations, 2003	₹ 5,00,000/- (Rupees Five Lakhs only)

I am of the view that the said penalty is commensurate with the lapse/omission on the part of the Noticee.

42. The Noticee shall remit / pay the said amount of penalty within 45 days of receipt of this order either 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

43. 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, 1992 for realization of the said amount of penalty along with interest thereon, *inter alia*, by attachment and sale of movable and immovable properties.

44. In terms of the provisions of rule 6 of the Adjudication Rules, a copy of this order is being sent to the Noticee viz. Raisoni Securities Private Limited and also to the Securities and Exchange Board of India.

Date: May 18, 2023 **BARNALI MUKHERJEE**

Place: Mumbai **ADJUDICATING OFFICER**