BEFORE THE ADJUDICATING OFFICER

SECURITIES AND EXCHANGE BOARD OF INDI

[ADJUDICATION ORDER NO. Order/GR/KG/2020-21/8443-8458]

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

In respect of:

Noticee		**Noticee**	
No	**Name (PAN No.)**	**No**	**Name (PAN No.)**
1	Mr. Sanjay Jethalal Soni (PAN: BVSPS9741N)	9	Mr. Amitkumar Rameshchandra Rana (PAN: ASPPR5709L)
2	Ms. Krupa Sanjay Soni (PAN: BVSPS9740P)	10	Mr.Janakray Vithasdas Soni (PAN: AFNPS8401H)
3	M/s. J M Soni Consultancy (PAN: AAGFJ2939P)	11	Mr. Dhaval Satishkumar Agrawal (PAN: AJYPA0481G)
4	Mr. Krunal Gopaldas Rana (PAN: AKMPR9961M)	12	Mr. Ajaykumar Jayantilal Pala (PAN: AFHPP7032D)
5	Mr. Amul Gagabhai Desai (PAN: AHDPD3526G)	13	Ms. Nehaben Janakray Soni (PAN: AWOPS1717J)
6	Mr. Dhirenkumar Dharamdas Agarwal (PAN: AAZPA8189K)	14	Mr. Vipul Virendrakumar Patel (PAN: AGQPP0881N)
7	Ms. Shweta Dhiren Agrawal (PAN: AIZPA2160J)	15	Mr. Mahesh Somabhai Desai (PAN: AMGPD0183P)
8	Ms. Shantiben Gangaram Desai (PAN:	16	Ms. Vaishali Jimish Soni (PAN:

	ARLPD2375B)		AQHPS2680R)

--In the matter of trading in the scrip of M/s. Parichay Investments Ltd

Facts of the case:

1. Securities and Exchange Board of India ("SEBI") had conducted investigation in the trading in the scrip of Parichay Investments Ltd ("PIL) during July 21, 2010 to August 30, 2011 which was listed on Bombay Stock Exchange ("BSE"), to look into the possible violation of the provisions of the Securities and Exchange Board of India Act, 1992 ("the Act") and various Rules and Regulations made there under. The period mentioned above hereinafter referred to as "Investigation period" or "IP".

2. Pursuant to the investigation, it was alleged that a group of 63 connected / related entities referred to as **'Soni Group'** were dealing in the scrips of several companies and had contributed to the price and volume. Their trading pattern was analyzed across the market during the period July 1, 2010 to October 15, 2010 and it was observed that 'Soni Group' had traded in 266 scrips and out of them in five scrips (including PIL) their trades accounted for 20% or more during the said period. Out of the said 63 entities constituting the 'Soni Group', the following 18 entities were observed to have *inter alia* traded in the scrip of PIL and *prima facie* found to have violated the legal provisions as detailed herein after.

3. Sanjay Jethalal Soni ("Sanjay"), Krupa Sanjay Soni ("Krupa"), J M Soni Consultancy ("JM Soni"), Krunal Gopaldas Rana ("Krunal"), Dhirenkumar Dharamdas Agarwal ("Dhirenkumar"), Mahesh Somabhai Desai ("Mahesh"), Amul Gagabhai Desai ("Amul"), Shweta Dhiren Agrawal ("Shweta"), Shantiben Gangaram Desai ("Shantiben) and Arif Gulam Mustufa Shaikh ("Arif) had violated Section 12A(a), (b) and (c) of the Act and Regulations 3(a),(b),(c),(d), 4(1), 4(2) (a) (b),(e) and (g) of SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to Securities Market) Regulations, 2003 ("FUTP Regulations") while trading in the scrip of PIL and ;

4. Vaishali Jimish Soni ("Vaishali"), Ajaykumar Jayantilal Pala ("Ajay") and Nehaben Janakray Soni ("Neha") had violated Section 12A(a), (b) and (c) of the Act and Regulations 3(a),(b),(c),(d), 4(1), 4(2) (b) and (e) of ("FUTP Regulations while trading in the scrip of PIL and;

5. Dhaval Satishkumar Agrawal ("Dhaval"),Janakray Vithasdas Soni ("Janak"), Vipul Virendrakumar Patel ("Vipul"), Miteshgriri Chandangiri Goswami and Amitkumar Rameshchandra Rana ("Amit") had violated Section 12A(a), (b) and (c) of the Act and Regulations 3(a),(b),(c),(d), 4(1), 4(2) (a) and (g) of FUTP Regulations while trading in the scrip of PIL.

6. The present adjudication proceedings have been initiated with respect to 16 entities out of the aforesaid 18 entities named in the preceding paragraphs. The said 16 entities, viz. Sanjay, Krupa, J M Soni, Krunal, Dhirenkumar, Mahesh, Amul, Shweta, Shantiben, Vaishali, Ajaykumar, Nehaben, Dhaval, Janak, Vipul and Amit are collectively referred to as the "**Noticees**" and individually as "**Noticee**".

<u>CONNECTION BETWEEN THE NOTICEES:</u>

7. The following connections between the Noticees were established on the basis of details of KYC documents and off-market transfers.

(**Table 1)**

Sl. No.	**Name of the entities of Soni Group**	**PAN**	**Basis of connection**
1.	Sanjay Jethalal Soni	BVSPS9741N	Self.

2.	Krupa Sanjay Soni	BVSPS9740P	(1) Krupa Sanjay Soni is wife of Sanjay Jethalal Soni. (2) Krupa Sanjay Soni and Sanjay Jethalal Soni share common email id shreejisecurities14@yahoo.co.in. (3) From the bank account transaction statements, it was observed that were regular fund movements between Sanjay Soni and Krupa Soni.
3.	M/s. J.M. Soni Consultancy	AAGFJ2939P	(1) Sanjay Soni is the proprietor of M/s. J.M. Soni Consultancy. (2) M/s. J.M. Soni Consultancy and Krupa Sanjay Soni share common address D-19, Karnavati Apts., Near Shradda Petrol Pump Hotel, Ahmedabad and contact no. 9727548290. (3) From the bank account transaction statements, it was observed that there were regular fund movements between M/s. J M Soni Consultancy and Sanjay Soni as well as Krupa Soni.
4.	Krunal Gopaldas Rana	AKMPR9961 M	(1) Krunal Gopaldas Rana and M/s. J.M. Soni Consultancy share common contact no. 9727548290. (2) From the bank account statement, there were transfer of funds between Krunal Gopaldas Rana and M/s. J.M. Soni Consultancy on September 3, 2009. (3) On perusal of trades of Krunal Gopaldas Rana with BMA Wealth Creators P. Ltd., it was

			observed that orders were placed through Sanjay Jethalal Soni.
5.	Dhiren Dharamd as Agarwal	AAZPA8189K	(1) Dhiren Dharamdas Agarwal and Sanjay Jethalal Soni share common contact no. 9879430033. (2) From the bank account statement, there were transfer of funds between Dhiren Dharamdas Agarwal and M/s. J.M. Soni Consultancy on July 21, 2010. (3) On perusal of trades of Dhiren Dharamdas Agarwal with BMA Wealth Creators P. Ltd., it was observed that orders were placed through Sanjay Jethalal Soni.
6.	Shweta Dhiren Agrawal	AIZPA2160J	Shweta Dhiren Agarwal is wife of Dhiren Dharamdas Agarwal.
7.	Amul Gagabhai Desai	AHDPD3526 G	On perusal of trades of Amul Gagabhai Desai with BMA Wealth Creators P. Ltd., it was observed that orders were placed through Sanjay Jethalal Soni.
8.	Mahesh Somabhai Desai	AMGPD0183 P	Mahesh Somabhai Desai and M/s. JM Soni Consultancy shares common contact no. 9727548290. On perusal of trades of Mahesh Somabhai Desai with Prabhudas Lilladher P. Ltd., it was observed that orders were placed through Sanjay Jethalal Soni.
9.	Vaishali Jimish Soni	AQHPS2680R	Vaishali Jimish Soni and Jimish Jitendrabhai Soni share common address i.e. 2/8, Akshat Apartment, Nr. B. D. Rav Hall, Bhuyandev, Char Rasta, Mem

			Nagar, Ahmedabad. There have been transfer of funds between Jimish Jitendrabhai Soni and Sanjay Jethalal Soni on May 14, 2010. Therefore Vaishali Jimish Soni and Sanjay Jethalal Soni are connected to each other.
10.	Ajaykumar Pala	AFHPP7032D	Ajaykumar Pala and Hetalben Rajeshkumar Pala share common address i.e. Maruti Agr. Opp Ankur Protin, Sarkhej Bavla Road, Changodar Taluka, Sanand Ahmedabad and Sanjay Jethalal Soni was the introducer and Krupa Sanjay Soni had verified the identification of Hetalben Rajeshkumar Pala.
11.	Vipul Virendrakumar Patel	AGQPP0881N	From the bank account transaction statements, it was observed that there were regular fund movements between Ashlesh Shah and Vipul Virendrakumar Patel. Vipul Virendrakumar Patel and Ashlesh Shah shares common contact no. 9825071515. It has been observed that there have been regular fund movements between Ashlesh Shah and JM Soni Consultancy.
12.	Shantiben Gangaram Desai	ARLPD2375B	Shantiben Gangaram Desai and Krupa Sanjay Soni / Sanjay Jethalal Soni share common email id shreejisecurities14@yahoo.co.in.
13.	Janakray Vithaldas Soni	AFNPS8401H	Sanjay Soni is the introducer of Janakray Vithaldas Soni.

14.	Amitkumar Rameshchandra Rana	ASPPR5709L	Amitkumar Rameshchandra Rana and Miteshgiri Goswami shares common contact no. 9879013113. He had also received shares in off market from Miteshgiri Chandangiri Goswami in the scrip Oregon Commercial Ltd. on July 28, 2010. Miteshgiri, in turn was introduced by Pravinbhai Dadoji Thakur, who in turn was introduced by Krupa Sanjay Soni. Krunal Gopaldas Rana and Amul Gagabhai Desai were the witnesses to the introduction of Pravinbhai Dadoji Thakur.
15.	Dhaval Satishkumar Agrawal	AJYPA0481G	Dhaval Satishkumar Agrawal and Amitkumar Rana shares common contact no. 9879013113.
16.	Nehaben Janakray Soni	AWOPS1717J	Nehaben Janakray Soni is wife of Janakray Vithaldas Soni

Price-Volume Analysis:

8. It was observed that price of the scrip had increased from Rs.36.00 to Rs.399.65 (i.e. an increase of Rs.363.65) thereafter the price of the scrip fell to Rs.19.25 (i.e. a decrease of Rs.380.40). The period of investigation has been divided into two patches, the details are as under:-

(**Table 2**)

Period	**Dates**	**Opening Price (volume) on first day of the**	**Closing price (volume) on last day of the**	**Low price(volume) during the period (Rs.)**	**High Price(volume) during the period (Rs.)**

			period (Rs.)	period (Rs.)		
Pre Investigation period	(01-Apr-10 – 20-Jul-10)	Price	There was no trading in the scrip till July 20, 2010			
		Vol.				
Investigation Patch-I	(21-Jul-10 – 23-Feb-11)	Price	Rs.36.00 (21-Jul-10)	Rs.399.65 (23-Feb-11)	Rs.36.00 (21-Jul-10)	Rs.407.75 (23-Feb-11)
		Vol.	45,000	28,450	45,000	28,450
Investigation Patch-II	(24-Feb-11 – 30-Aug-11)	Price	Rs.386.05 (24-Feb-11)	Rs.19.25 (30-Aug-11)	Rs.18.45 (30-Aug-11)	Rs.398.00 (25-Feb-11)
		Vol.	9,750	9,800	9,800	44,550
Post investigation period	(01-Sep-11 – 31-Dec-11)	Price	Rs.18.30 (02-Sep-11)	Rs.34.35 (30-Dec-11)	Rs.16.25 (27-Sep-11)	Rs.37.05 (28-Dec-11)
		Vol.	11,350	14,101	17,100	21,666

Matched Trades

9. On the basis of the connection mentioned at preceding paragraphs, it was alleged that the following 15 entities, including 13 Noticees who had entered into substantial volume of matched trades (more than 10,000 shares) and executed matched trades repeatedly by trading within the Soni Group during Patch I of the investigation period and thereby created artificial volumes in the scrip, which are summarized below.

(Table 3)

S.No	**Name of the Soni Group entities**	**Buy Qty matched with**	**Sell Qty matched with**

		Other Noticees	other Noticees
1	Krunal Gopaldas Rana	2,51,200	2,18,000
2	Amul Gagabhai Desai	2,28,650	2,07,800
3	Dhirenkumar Dharamdas Agarwal	1,03,750	1,50,750
4	Krupa Sanjay Soni	1,33,550	2,53,650
5	Sanjay Jethalal Soni	1,41,050	1,47,850
6	Mahesh Somabhai Desai	95,800	1,40,900
7	Shweta Dhiren Agrawal	77,700	44,350
8	Miteshgiri Chandangiri Goswami	52,650	11,900
9	Arif Gulammustufa Shaikh	78,350	33,850
10	Janakray VithaldasSoni	42,350	13,950
11	Amitkumar Rameshchandra Rana	10,350	26,050
12	Vipul Virendrakumar Patel	49,700	13,650
13	J M Soni Consultancy	39,900	18,800
14	Shantiben Gangaram Desai	0	23,650
15	Dhaval Satishkumar Agrawal	12,150	12,000
	Grand Total	13,17,150	13,17,150

10. It can be seen from the above that sell trades were placed in such a fashion that trades to the tune of nearly 100% of bought quantity were matched within the Soni Group which is quite unlikely in case of trading behavior of any unrelated entities.

11. During Patch-II of the investigation, it was observed that the following entities were observed to be

top 10 buy clients and sell clients: **(Table 3A)**

Buy Client Name	Qty	% of Total Mkt Vol	Sell Client Name	Qty	% of Total Mkt Vol.
Mr. Krunal Gopaldas Rana	2,57,700	6.49	Mr. Krunal Gopaldas Rana	3,40,500	8.57
Mr. Dhirenkumar Dharamdas Agarwal	1,39,450	3.51	Mr. Amul Gagabhai Desai	2,56,200	6.45
Mr. Amul Gagabhai Desai	1,30,450	3.28	Mr. Dhirenkumar Dharamdas Agarwal	2,19,250	5.52
Mr. Ashlesh Gunvantbhai Shah	1,28,650	3.24	Ms. Shweta Dhiren Agrawal	1,96,150	4.94
Ms. Shweta Dhiren Agrawal	1,20,800	3.04	M/s. Shyam Construction	1,79,050	4.51
Mr. Mahesh Somabhai Desai	96,950	2.44	Mr. Mahesh Somabhai Desai	1,49,750	3.77
Ms. Krinaben Ranjitbhai Gajjar	96,500	2.43	Ms. Krupa Sanjay Soni	1,05,550	2.66
Mr. Mayur Narayandas Darji	79,500	2.00	Mr. Ashlesh Gunvantbhai Shah	86,500	2.18
Ms. Krupa Sanjay Soni	70,050	1.76	Ms. Krinaben Ranjitbhai Gajjar	81,400	2.05
M/s. Chimanlal Maneklal Securities P. Ltd.	68,350	1.72	Mr. Jitendra Hasmukhlal Vyas	79,250	2.00
Top 10 Buy Clients	**11,88,400**	**29.92**	**Top 10 Sell Clients**	**16,93,600**	**42.64**
Remaining Clients	**27,83,400**	**70.08**	**Remaining Clients**	**22,78,200**	**57.36**
Total Market Vol.	**39,71,800**	**100.00**	**Total Market Vol.**	**39,71,800**	**100.00**

From the above table, it is observed that the top 10 buy and sell clients have contributed 29.92% and

42.64% respectively to the total market volume.

12. On further analysis of trades, it was observed that 50 entities of 'Soni Group' have executed matched trades for 9,40,850 shares in 3,754 match trades accounting for 23.71% to the total market volume, 55.83% and 42.97% of 'Soni group' entities buy and sell volume respectively during Patch-II of the investigation period. However, considering a threshold limit of more than 10,000 shares it is observed that 12 entities have traded among themselves for more than 10,000 shares. The list of these entities, including 8 Noticees are as under:-

(Table 3B)

Client Name	**Buy Qty matched with entire Soni group**	**Buy Qty matched with sub group**	**Sell Qty matched with entire Soni group**	**Sell Qty matched with sub group**
Mr. Dhirenkumar Dharamdas Agarwal	98,000	54,050	99,150	51,550
Mr. Ashlesh Gunvantbhai Shah	98,550	42,400	32,750	0
Mr. Jitendra Hasmukhlal Vyas	47,050	12,900	30,450	0
Mr. Amul Gagabhai Desai	79,750	32,550	1,19,600	70,350
Ms. Krinaben Ranjitbhai Gajjar	52,350	32,700	20,350	0
Ms. Shweta Dhiren Agrawal	87,350	31,100	75,200	29,400
Mr. Krunal Gopaldas Rana	1,13,550	56,650	1,66,900	94,750
Mr. Miteshgiri Chandangiri Goswami	48,750	31,000	42,000	14,650
Mr. Amitkumar Rameshchandra Rana	34,750	18,100	5,800	0
Mr. Mahesh Somabhai Desai	49,400	0	62,200	29,800
Mr. Janakray Vithaldas Soni	13,200	0	24,700	10,150
Ms. Shantiben Gangaram Desai	14,950	0	34,100	10,800
Total	**7,37,650**	**3,11,450**	**7,13,200**	**3,11,450**

13. In the instant case, Noticees had allegedly traded among themselves and with other entities of Soni Group and thereby created artificial volume in a scrip, hence the trades of these Noticees were termed as Match trades. Hon'ble Supreme Court in the matter of *Ketan Parekh vs. SEBI* had observed that:

"*A synchronised transaction will, however, be illegal or violative of the Regulations if it is executed with a view to manipulate the market or if it results in circular trading or is dubious in nature and is executed with a view to avoid regulatory detection or does not involve change of beneficial ownership or is executed to create false volumes resulting in upsetting the market equilibrium.*".

In the instant case also, it is alleged that matched trades were executed to escape from the regulatory surveillance. Considering the substantial trades by the Soni Group (including the Noticees) in the scrip and number of trades matched among themselves, it was alleged that there was meeting of mind elsewhere and it was a deliberate attempt by the Noticees belonging to the group to create artificial volume in the scrip.

Self- Trades

14. Self-trades are fictitious trades without intention of change in ownership of shares and thereby creating artificial volumes. It was alleged that some of the Noticess such as Krunal, Krupa, Sanjay and Amul by executing self- trades repeatedly (criteria: quantity of more than 10,000 shares, more than 10 count of trades executed for two or more days) had created artificial volumes without intention of change in ownership of shares. The details of their trades are summarized as under:-

(Table 4)

Client Name	Self Trade Qty.	No. of Self Trades	No. of trading days	Sum of LTP diff. (Rs.)	% of Self Traded Qty. to Market Vol.	% of Self Traded Qty. to Clients Buy Vol.	% of Self Traded Qty. to Clients Sell Vol.
Krunal	34,850	240	36	1.00	0.41	5.14	6.57
Sanjay	29,750	224	22	1.00	0.35	6.29	6.53
Krupa	29,550	146	34	-17.05	0.35	5.62	5.96

Amul	21,150	230	33	0.85	0.25	3.43	4.96
Total	115,300	840		-14.2	1.36	20.48	24.02

Price Manipulation

LTP Contribution

15. It was alleged that Krupa, Krunal, Amul, Sanjay, Mahesh, Dhiren, Vaishali, Arif, Shweta, Shantiben, Ajay, Neha and J M Soni had individually contributed 1.00% or more towards positive LTP (+ve) in PIL during Investigation period. Further, it was alleged that for 173 trades the buy orders were placed in the system before the sell orders were placed thereby contributed Rs.196.65 to LTP. Further, for 296 trades which contributed Rs.173.45 to LTP, the counter party sellers were the aforementioned Noticees. Thus, by trading among themselves and by placing orders above LTP these Noticees have manipulated the price of the scrip. Details are tabulated in the following table –

(Table 5)

Name	All trades			LTP Diff. > 0			LTP Diff. < 0			LTP Diff. =0		% of +ve LTP to total mkt. +ve LTP
	Sum of LTP diff.	Sum of Qty	No of trades	Sum of LTP diff.	Qty traded	No of trades	Sum of LTP diff.	Qty traded	No of trades	Qty traded	No of trades	
Ms. Krupa Sanjay Soni	62.45	5,25,700	3,892	294.10	42,600	264	-231.65	52,050	469	4,31,000	3,158	12.61
Mr. Amul Gagabhai Desai	67.15	6,16,150	4,109	154.55	63,400	221	-87.40	35,850	279	5,16,900	3,609	6.63
Mr. Krunal Gopaldas Rana	18.10	6,78,000	4,966	118.75	49,000	188	-100.65	61,500	328	5,67,500	4,450	5.09

Mr. Sanjay Jethalal Soni	47.00	4,73,000	2,504	100.70	53,100	178	-53.70	18,700	203	4,01,200	2,123	4.32
Mr. Dhirenkumar Agarwal	51.85	4,24,950	1,941	99.40	38,800	117	-47.55	23,850	152	3,62,300	1,672	4.26
Mr. Mahesh Somabhai Desai	31.10	2,85,350	3,155	68.80	22,050	157	-37.70	12,400	109	2,50,900	2,889	2.95
Ms. Vaishali Jimish Soni	51.10	86,300	555	62.55	10,600	91	-11.45	11,900	59	63,800	405	2.68
Mr. Arif Gulammustu fa Shaikh	15.05	1,52,650	836	42.00	24,650	72	-26.95	9,350	87	1,18,650	677	1.80
Ms. Shweta Dhiren Agrawal	36.80	2,15,300	1,260	40.90	14,650	43	-4.10	6,750	27	1,93,900	1,190	1.75
Ms. Shantiben Desai	20.50	90,600	664	35.30	5,400	56	-14.80	11,900	40	73,300	568	1.51
Mr. Ajaykumar Jayntilal Pala	15.70	37,750	415	29.30	3,500	30	-13.60	4,200	58	30,050	327	1.26
Ms. Nehaben Janakray Soni	19.35	68,700	458	24.80	4,950	26	-5.45	8,450	14	55,300	418	1.06
M/s. J M Soni Consultancy	3.05	1,29,550	709	24.65	17,900	48	-21.60	9,700	56	1,01,950	605	1.06
Total	**440.05**	**39,18,700**	**26,628**	**1,122.4**	**3,55,750**	**1,527**	**-682.35**	**2,76,700**	**1,928**	**32,86,200**	**23,172**	**48.13**
Total of the market	**363.65**	**84,17,700**	**52,583**	**2,331.84**	**8,88,050**	**3,414**	**-1968.19**	**6,60,700**	**3,954**	**68,68,900**	**45,215**	**100.00**

New High Price (NHP)

16. New high price is the price which is higher than the price already established in the scrip during the period under consideration. During Patch I of the investigation, the price of scrip increased from Rs.36.00 to a high of Rs.407.75 (an increase of Rs.371.75) through first trades as well as intra-day price movements. The details of the trades of following entities of Soni Group contributing towards NHP have been analyzed and the same is as under:- (**Table 6)**

S. No.	**Client name**	**Sum of NHP Qty**	**No. of trades**	**% to total market NHP Trades**	**NHP (Rs.)**	**% to total market NHP**
1	Mr. Amul Gagabhai Desai	15,300	40	8.58	37.25	10.01
2	Ms. Krupa Sanjay Soni	5,900	36	7.73	21.55	5.77
3	Ms. Shweta Dhiren Agrawal	4,550	11	2.36	19.7	5.3
4	Ms. Vaishali Jimish Soni	3,050	27	5.79	15.85	4.25
5	Mr. Krunal Gopaldas Rana	4,700	25	5.36	14.65	3.93
6	Mr. Mahesh Somabhai Desai	4,700	33	7.08	11.4	3.05
7	Mr. Sanjay Jethalal Soni	2,500	18	3.86	11.35	3.07
8	Mr. Arif Gulammustufa Shaikh	2,150	14	3	8.15	2.18
9	Mr. Dhirenkumar Agarwal	750	9	1.93	5.6	1.51
10	Ms. Shantiben Gangaram Desai	750	7	1.5	4.1	1.09
11	M/s. JM Soni Consultancy	550	4	0.86	1.35	0.37
12	Ms. Nehaben Janakray Soni	800	6	1.29	0.5	0.12
	Total	45,700	230	49.34	151.45	40.65

17. Hence it was alleged that 12 entities (including 11 Noticees) mentioned in the Table above have contributed Rs.151.45 (i.e. 40.65% to total market NHP) in 230 trades. Thus, these 11 Noticees have contributed to the price rise by establishing new high price and manipulated the price of the scrip.

Price contribution by First Trade

18. It was alleged that some of the Noticees viz. Amul, Krunal, Sanjay, Krupa, Dhiren, JM Soni and Shantiben had contributed majorly towards net LTP by participating in First Trades and had contributed Rs.57.85 towards net LTP in 57 first trades as detailed below. Hence, these Noticees had contributed to the price rise by increasing LTP through first trades and manipulated the price of the scrip.

(Table 7)

S.No	Clients Name	Sum of First Trades LTP diff. (`)	No. of First Trades	First Trades Qty.	% to total No. of First Trades	% to total First Trades Qty.
1	Mr. Amul Gagabhai Desai	18.80	9	1,450	5.92	3.57
2	Mr. Krunal GopaldasRana	13.60	10	550	6.58	1.35
3	Mr. Sanjay Jethalal Soni	11.75	7	6,350	4.61	15.62
4	Ms. Krupa Sanjay Soni	9.95	21	1,050	13.82	2.58
5	Mr. Dhirenkumar Agarwal	2.60	8	3,900	5.26	9.59
6	M/s. JM Soni Consultancy	1.05	1	50	0.66	0.12
7	Ms. Shantiben Desai	0.10	1	50	0.66	0.12
	Total of the group	57.85	57	13,400	37.51	32.95

19. In view of the above, it was alleged that Noticees had created the misleading appearance of trading in the securities market by trading among themselves through matched trades and trading with self through self-trades. It was also alleged that there was manipulation in the price of the scrip by contributing significant percentage to the last traded price, New High price and first trade by the Noticees.

APPOINTMENT OF ADJUDICATING OFFICER

20. Vide order dated June 02, 2016, Shri S V Krishnamohan was appointed as Adjudication Officer in terms of Rule 3 of SEBI (Procedure for Holding Inquiry and Imposing Penalties by Adjudicating Officer) Rules, 1995 (hereinafter referred to as Rules) read with section 15-I of the Act to inquire and adjudge the aforesaid violations under Section 15 HA of the Act. Pursuant to transfer of the case, Shri

Sahil Malik was appointed as the Adjudicating Officer ("**AO**"). A Show Cause Notice ("**SCN**") dated August 24, 2017 and supplementary SCN dated October 24, 2018 were issued by Shri Sahil Malik *inter alia* to the Noticees for alleged violation of Section 12A(a), (b) and (c) of SEBI Act read with Regulation 3(a), (b), (c), (d), 4(1), 4(2)(a), (b), (d) and (g) of PFUTP Regulations. It was alleged that the Noticees were connected to each other and had acted together to artificially increase the price of the scrip on account of trading among themselves (through matched trades) and by placing orders above the Last Traded Price ("LTP").

21. Subsequently, after providing opportunity of personal hearing to the Noticees, order dated November 16, 2018, was passed by the Adjudicating Officer *inter alia* holding the Noticees for violation of Section 12(A)(a),(b) and (c) of the SEBI Act and Regulations 3(a),(b),(c),(d),4(1), 4(2)(a) and (g) of SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 5 2003 ('PFUTP Regulations' for short). The AO held that the Noticees had indulged extensively as a group executing match trades and self-trades in a manipulative manner which had an element of fraud and unfair practice and therefore imposed a penalty under Section 15HA of the SEBI Act. The order was challenged by the Noticees before the Hon'ble Securities Appellate Tribunal ("**SAT**") and vide order dated November 7, 2019, the Hon'ble SAT was pleased to quash the aforesaid order dated November 16, 2018 with a leave to SEBI to issue fresh SCN, if so desired. Thereafter, vide order of the competent authority dated November 21, 2019, the undersigned was appointed as the AO in the instant case to initiate fresh proceedings with respect to the Noticees.

SHOW CAUSE NOTICE, REPLY AND PERSONAL HEARING

22. Based on the observations in the investigation report, common Show Cause Notice ("SCN") dated December 10, 2019 was issued to the Noticees. The SCN was duly served upon most of the Noticees, while some were returned undelivered. Since the notices addressed to some of the Noticees were returned undelivered and affixture of the same could not be done, the said notices were uploaded in SEBI website under unserved notices heading and also in terms of Rule 7(4) of AO rules the details

of SCN and hearing notice were published in national an vernacular dailies having circulation at place of residence of the Noticees on February 5, 2020 and hearing was granted on February 11, 2020. However, no response was received from the Noticees, except Vipul, to the said SCN.

23. I note that the SCN was issued to 16 entities/ individuals which had erroneously included the name of Mr. Miteshgiri Chandangiri Goswam instead of Mr. Amitkumar Rameshchandra Rana. Therefore, a separate SCN dated June 1, 2020, was issued to Mr. Amitkumar Rameshchandra Rana. The said SCN *inter alia* elaborated the alleged role of Amit in the entire process of price/volume manipulation in the scrip of PIL. The said SCN dated June 1, 2020, was sent to Amit vide digitally signed email dated June 1, 2020, from the undersigned, to his email address, as mentioned in the client Registration Form of Amit with Anand Rathi Share and Stock Brokers Limited. I note that the said email has not 'bounced back', nor has there been any notification of the email not being delivered to the email address of Amit. I note that the Information Technologies Act, 2000, has recognized email as a valid mode of communication. In the context of the continuing lockdown due to COVID-19 pandemic, recently, the Hon'ble Supreme Court of India in the hearing of its *suo motu* case for extension of the period of limitation, on July 10, 2020, has *inter alia* held that:

"*It has been brought to our notice that it was not possible to visit post offices for services of notices, summons, pleadings. <u>Such service of all the above may be done through email</u>, fax and other instant messenger services like Whatsapp and other telephone messenger services*" [emphasis supplied]

24. In view of the above, I hold that valid service of the SCN has been concluded with respect to Amit. However, no response to the said notice and no request for opportunity of personal hearing has been made by him. Thus, I hold that the principles of natural justice have been complied with respect to all the Noticees through valid service of SCN in compliance with the AO Rules and opportunities of personal hearing been provided to the Noticees.

25. Vipul responded through his authorized representative ("AR") who had appeared before me on February 11, 2020 and filed written submissions of the said date and reiterated the contents thereof. Thereafter, the AR of Vipul had also filed additional written submissions vide letter dated February 25, 2020.

26. Vide pleadings dated February 11, 2020, the following submissions were made on behalf of Vipul:

- *No allegation against the Noticee for price manipulation by LTP contribution and first trade, trades of the Noticee has not resulted in New High Price but for matched trades. Further, the Noticee was not alleged to have carried out any circular, self or reversal trades and not carried out any off-market transactions.*
- *With regard to connection among Noticees, no basis of connection has been established in the SCN with the purported group Noticees except Mr. Ashlesh Shah. From the perusal of bank statement of Ashlesh, it is observed that alleged objectionable transactions of the Noticee are from November 2010 to march 2011 and that a bank account transaction as early as 7 months before his alleged objectionable transactions in Parichay Investments Ltd cannot be considered/ attributed to his alleged matched trades and cannot form the basis of connection with the alleged group. However, there is no a single trade has matched with Ashlesh. Further, no role of Sanay, Krupa and JM Soni, Krunal is reflected in the trading of Noticee with whom the Noticees' certain trades have been alleged to be matched. The allegations levied based on these connections are farfetched. Also referred to SAT's judgment in the matter of Ashlesh Shah vs SEBI in this regard.*
- *Noticee states that, assuming without agreeing, that Noticee inadvertently executed match trades, then also the volume of the alleged match trade inadvertently executed by the Noticee is only 1.01% of the total market volume which is minuscule and therefore cannot be said to create artificial volume.*
- *The Noticee states that SEBI has failed to establish any basis of connection among the purported group or sub-group. Since no basis of connection has been adduced by SEBI therefore considering Noticee part of some group is erroneous and on this ground alone instant proceedings qua the Noticee shall be dropped Further, Noticee is not having any connection between him and other Noticees (so as to call them together as 'Group/ Sub- group/).*

27. Thereafter, vide letter dated February 25, 2020, the following additional submissions were made:

- *There were substantial difference in time between the orders placed by him and that of the counter party. Therefore, these trades cannot be considered to be synchronized trades as per the ruling of the Hon'ble SAT in the matter of Ketan Parekh Vs SEBI.*
- *The Noticee is not in the top 10 Noticees in terms of the volume. From the table at point 5 of the SCN, it is apparent that Krupa (total volume 5,25,700 shares), Sanjay (total volume 6,78,000 shares), JM Sone (total volume – 1,29,550 shares) and Krunal (total volume – 6,78,000 shares) were trading heavily in the market and they were top 10 parties trading in the scrip. Hence some of the orders were bound to get matched based on price time priority basis on the system. Accordingly, partial matching of orders / trades were system driven, unintentional and technical. Further, no prior meeting of mind is reflected from the pattern of matching of trades.*
- *All purchase/sale orders of the Noticee were 'limit orders' and therefore, the purported match trades ascribed to the Noticee are results of normal market mechanism.*
- *All his trades had resulted in deliveries and therefore cannot be considered as manipulative.*
- *In response to the 418 alleged matched trades, following examples were illustrated to establish there is no meeting of mind since there was huge difference in order placement time and price of both buyer and seller and the purported matching of trades were due to normal matching price and time algorithm which is in-built feature in trading platform.*
- *With regard to Noticee as buyer, the Noticee placed a buy order for 30,000 shares (order id 15000063035104) on 23.11.2010 at 14.10.21 whereas the counter party Noticee has placed sell order at 14.20.03. There exists time difference of 10 minutes between buy order time and sell order time. It is pertinent to note that apart from 4000 shares matched with Krupa, there were 9 different counter parties to the said buy order placed by the Noticee with whom remaining 26,000 shares got matched.*
- *Noticee placed buy order for 49,000 shares (order id 22000071013789) on 7.1.2011 at 11.43.38. The Noticee's buy order was first in time and it appears that sellers grabbed the pre-existing order. It is pertinent to note that there were 16 different counter parties to the said buy order placed by the Noticee including Krupa, Sanjay, JM Consultancy.*

- *With regard to Noticee's sell order for 3000 shares (order id no.120000097020676) on 13.1.2011 at 14.02.08 whereas the order placed by Krunal was at 14:10. The Noticee's sell order was first in time and it happens that sellers grabbed the pre-existing order. It is pertinent to note that apart from 150 shares matched with Krunal, there were 4 other different counter parties to the said buy order placed by the Noticee with whom remaining 2850 shares got matched.*
- *Further it is submitted that all the trades have resulted into delivery as the scrip was in T Group. When there are upfront restrictions in the trading in 'Parichay Scrip' and these restrictions are reviewed on a periodic basis, then there cannot be question of any artificial volume. It therefore cannot be said that the Noticee's volume was artificial.*

CONSIDERATION OF ISSUES, EVIDENCE AND FINDINGS:

28. I have carefully perused the charges leveled against the Noticees in the SCN and all the documents available on record. In the instant matter, the following issues arise for consideration and determination in respect of:

    I. Whether Sanjay, Krupa, J M Soni, Krunal, Dhirenkumar, Mahesh, Amul, Shweta and Shantiben had violated Section 12A(a), (b) and (c) of the Act and Regulations 3(a),(b),(c),(d), 4(1), 4(2) (a) (b),(e) and (g) of FUTP Regulations and;

    II. Whether Vaishali, Ajay and Neha had violated Section 12A(a), (b) and (c) of the Act and Regulations 3(a),(b),(c),(d), 4(1), 4(2) (b) and (e) of FUTP Regulations and;

    III. Dhaval, Janak, Vipul and Amit had violated Section 12A(a), (b) and (c) of the Act and Regulations 3(a),(b),(c),(d), 4(1), 4(2) (a) and (g) of FUTP Regulations.

    IV. Does the violation, if any, on the part of Noticees attract monetary penalty under Section 15 HA of the Act?

    V. If so, what would be the quantum of monetary penalty that can be imposed on Noticees taking into consideration the factors mentioned in Section 15J of the Act?

29. Before proceeding further, I would like to refer to the relevant provisions of SEBI Act and FUTP Regulations.

SEBI Act, 1992

PROHIBITION OF MANIPULATIVE AND DECEPTIVE DEVICES, INSIDER TRADING AND SUBSTANTIAL ACQUISITION OF SECURITIES OR CONTROL

12A. ***No person shall directly or indirectly—***

(a) *use or employ, in connection with the issue, purchase or sale of any securities listed or proposed to be listed on a recognized stock exchange, any manipulative or deceptive device or contrivance in contravention of the provisions of this Act or the rules or the regulations made thereunder;*

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

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

SEBI (PFUTP) Regulations:

3. *Prohibition of certain dealings in securities under SEBI (PFUTP) Regulations 2003*

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) *mploy 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) *ngage 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*

(g) *Entering into a transaction in securities without intention of performing it or without intention of change of ownership of such security.*

FINDINGS

CONNECTION AMONG NOTICEES

30. In order to establish the fact that Noticees were connected to each other and to other entities of "Soni Group", it needs to be established that the Noticees were related to each other and acted in coordination with each other. Connection among Noticees as alleged at paragraph no. 5 in this order demonstrates how they are connected to each other. This is not refuted by the Noticees (except Vipul) since they have failed to respond to the SCN, despite the publication of the same. The response of Vipul in this regard is confined to his relationship/ transactions with Ashlesh Shah and does not comment upon the relationship between other Noticees as alleged in the SCN. It is noted that the coordination behind placing trades and the intent behind the same is derived from several circumstances. The question first sought to be addressed is whether the Noticees were connected to each other i.e. whether they were known to each other sufficiently enough to impute a possible

financial relationship or trading relationship between them. The factum of the aforesaid Noticees having common contact details and having placed orders through the Sonis is indicative of a possible connection between the said Noticees and the Sonis. This indication gets further strengthened especially in the cases of Dhiren Dharmdas Agarwal, Krunal Gopaldas Rana and Mahesh Somabhai Desai in whose cases there are records of fund transfer from Sanjay Soni. As can be seen from the records, several of the impugned trades were also entered into with other Noticees. Thus, I note that all the Noticees were either directly or indirectly related to Sanjay Soni and Krupa Soni through family relation (spouse), common residential/official address, email id and phone number, common introducer, bank transactions within a year or during the investigation period or through a combination of these relations. These relations or a combination thereof squarely establishes the relationship between the Noticees and establishes them as a 'group' as held by the Hon'ble SAT in various cases such as *Sparkline Mercantile Company Pvt Limited Vs SEBI* (Appeal no. 171 of 2011) and *Sunil Mehta Vs SEBI* (Appeal No. 220/2012).

31. With respect to the submission of Vipul in this regard, the observation of Hon'ble SAT in *Ashlesh Shah Vs SEBI* (Misc. Application no.254 of 2017 and Appeal no.265 of 2017) is reproduced herein below:

> *"…Decision of the WTM that the appellant belonged to Krupa Soni group deserves acceptance, because, admittedly appellant had introduced Krunal G. Rana to the broker for opening the trading account and admittedly Krunal Rana had traded in the RCL scrip for several days during the investigation period. Moreover, it is an admitted fact that the appellant had several financial dealings with J.M. Soni Consultancy a sole proprietary concern of Sanjay Soni who had also traded in the shares of RCL on several days during the investigation period. Ms. Krupa Soni is the wife of Sanjay Soni who had also traded in the shares of RCL on several days during the investigation period. Thus, the facts on record clearly show that the appellant belonged to Krupa Soni group…."*

32. Thus, I hold that Ashlesh Shah was undoubtedly related to 'Soni Group'. I observe that there were regular fund movements between Ashlesh Shah and Vipul. Further, Vipul and Ashlesh Shah shares

common contact no. 9825071515. Therefore, I cannot accept the contention of Vipul that he was not connected to 'Soni Group'. The pattern of trading undertaken by the Noticees, including Vipul, would further demonstrate that all the Noticees had acted in coordination with each other for executing the alleged trades. In this regard, I note that in *Master Finlease Ltd vs. SEBI* (Appeal no. 334 of 2014), the Hon'ble SAT had held that:

> *"Argument advanced by the counsel for the appellant that having common address and having shares of Vishvas Securities Ltd. could not be a ground to infer that the appellant was connected with the Vishvas Group is without any merit. In the present case, the Adjudicating Officer has not only established the connection of the appellant with the Vishvas Group but also demonstrated that the trading pattern among themselves resulted in synchronized trades and circular trades which were in violation of the PFUTP Regulations. In these circumstances, the finding recorded by the Adjudicating Officer that the pattern of synchronized order placement and circular trading clearly establish that the transactions were carried out with the intension that the orders of participating Noticees should match and that there was prior arrangement with respect to those of transactions cannot be faulted. The Adjudicating Officer is justified in holding that the very fact that the Vishvas group Noticees were trading continuously among themselves by placing orders in such pattern thereby contributing significantly to the total volume in the market cannot be faulted."*

33. Based on the connection shown, the pattern of trading to be described herein after and above mentioned observations of SAT, I am convinced with the allegations that Noticees were connected to each other and all have acted in tandem to create artificial volume in the scrip, as shall be demonstrated in the succeeding paragraphs in this order.

<u>MATCHED TRADES BY THE GROUP</u>

34. One of the allegations against the Noticees was that they had indulged in Matched trades as per the data given in Table 3. The match trades executed by 13 Noticees along with 2 other entities of Soni Group as a whole is given below:

<u>(Table 8)</u>

	Qty	% to market volume of 84,17,700 (during Patch I of the investigation)
Total match Trade buy qty	1317150	
Total match Trade sell qty	1317150	15.64

35. On an examination of the trade details provided to the Noticees with the SCN at 'Annexure 5' thereto, it is observed that the aforesaid 15 entities had traded among themselves for more than 10,000 shares. The details of the match trades by the said 15 entities are as under:-

(Table 8A)

Client Name	**Buy Qty matched with entire Soni group**	**Buy Qty matched with sub group**	**Sell Qty matched with entire Soni group**	**Sell Qty matched with sub group**
Krunal Gopaldas Rana	4,68,700	2,51,200	4,56,400	2,18,000
Amul Gagabhai Desai	4,11,200	2,28,650	3,81,850	2,07,800
Dhirenkumar Dharamdas Agarwal	2,91,550	1,03,750	3,12,400	1,50,750
Krupa Sanjay Soni	2,54,450	1,33,550	3,57,050	2,53,650
Sanjay Jethalal Soni	2,46,950	1,41,050	2,31,150	1,47,850
Mahesh Somabhai Desai	2,12,500	95,800	2,53,850	1,40,900
Shweta Dhiren Agrawal	2,00,750	77,700	1,70,100	44,350
Miteshgiri Chandangiri Goswami	1,36,350	52,650	1,00,750	11,900

Client Name	Buy Qty matched with entire Soni group	Buy Qty matched with sub group	Sell Qty matched with entire Soni group	Sell Qty matched with sub group
Arif Gulammustufa Shaikh	1,22,950	78,350	95,550	33,850
Janakray Vithaldas Soni	93,100	42,350	81,300	13,950
Amitkumar Rameshchandra Rana	87,500	10,350	79,400	26,050
Vipul Virendrakumar Patel	75,350	49,700	49,350	13,650
J M Soni Consultancy	70,550	39,900	62,950	18,800
Shantiben Gangaram Desai	47,850	0	80,400	23,650
Dhaval Satishkumar Agrawal	47,050	12,150	48,300	12,000
Grand Total	**27,66,800**	**13,17,150**	**27,60,800**	**13,17,150**

36. It is pertinent to note from the Table above that the net volume of buy trades among the Noticees along with 2 other entities of Soni Group is same as the volume of sale quantity amongst themselves. Even if they would have taken delivery and made payments for such trades, it does not disprove that they had matched significant number of trades amongst themselves. It is also seen that whatever has been bought has been sold during the investigation period itself without any intention of holding the shares.

37. Considering the fact that all these matched trades were carried out through a screen-based trading platform on a segment with numerous different scrips, such high percentage of matching of these

orders within the group, appear to be practically impossible unless there is a prior understanding or a pre-meditated plan between the Noticees executing them. Further, it has already been established in the preceding paragraphs that the Noticees were connected to each other and to Sanjay and Krupa Soni, directly or indirectly. This further substantiates that the matching of the trades could not have been a mere coincidence. Such matched trades among the 13 Noticees and 2 other entities of Soni Group mentioned in the Table above, have contributed towards 15.64% of the total number of trades in the scrip. This is a significant portion of the total trades and cannot be overlooked.

38. In this regard, I would like to refer to Hon'ble SAT's observation in the matter of *Anita Dalal vs. SEBI* (Appeal no.211 of 2012) that

> *"… trades have taken place in the impugned scrips through a group of connected Noticees like Maruti Group and Maniar Group through reversal, self-trades and off market transactions and the trades of the appellant also substantially fell in the same category and hence the theory of mere coincidence cannot be accepted. It is the case of the Board that reversal, self trades and matching trades have taken place in the dealings of the appellant and the percentage of transactions highlighted by the appellant cannot be considered to be relevant. <u>There cannot be cases of perfect synchronization of time, quantity and volume. The appellant has contributed in the creation of artificial volumes in the scrips when the connected group traded in a manipulative manner…"</u>* [emphasis suuplied]

39. Further, I would also like to refer to Hon'ble Supreme court's order in the matter of *Rakhi Trading vs SEBI* wherein it is observed

> "*41 .... 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.*
>
> *42. We are fortified in our conclusion by the judgment of this Court in Securities And Exchange Board of India v. Kishore R. Ajmera, though it is a case pertaining to brokers, wherein it has been held at paragraph 25:*

"25. The SEBI Act and the Regulations framed thereunder are intended to protect the interests of investors in the Securities Market which has seen substantial growth in tune with the parallel developments in the economy. Investors' confidence in the capital/ securities market is a reflection of the effectiveness of the regulatory mechanism in force. All such measures are intended to pre-empt manipulative trading and check all kinds of impermissible conduct in order to boost the investors' confidence in the capital market. The primary purpose of the statutory enactments is to provide an environment conducive to increased participation and investment in the securities market which is vital to the growth and development of the economy. The provisions of the SEBI Act and the Regulations will, therefore, have to be understood and interpreted in the above light."

In this case it was also held that 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 the provision of the Regulations is concerned. To quote:

"31. 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…" We do not think that those illustrations are exhaustive. There can be several such situations, some of which we have discussed hereinabove.

40. Further, I would like to refer to the observations of Hon'ble Supreme Court in the matter of *Rakhi Trading Vs SEBI*, as detailed below, to conclude that the trades executed by the Noticees were not genuine.

"35. Having regard to the fact that the dealings in the stock exchange are governed by the principles of fair play and transparency, one does not have to labour much on the meaning of unfair trade practices in securities. Contextually and in simple words, it means a practice which does not conform to the fair and transparent principles of trades in the stock market.

The SEBI Act, 1992 was enacted to protect the interest of the investors in securities. Protection of interest of investors should necessarily include prevention of misuse of the market. Orchestrated trades are a misuse of the market mechanism. It is playing the market and it affects the market integrity.

36. *Ordinarily, the trading would have taken place between anonymous parties and the price would have been determined by the market forces of demand and supply.*

37. *"20. …As already observed 'synchronisation' or a negotiated deal ipso facto is not illegal. A synchronised transaction will, however, be illegal or violative of the Regulations if it is executed with a view to manipulate the market or if it results in circular trading or is dubious in nature and is executed with a view to avoid regulatory detection or does not involve change of beneficial ownership or is executed to create false volumes resulting in upsetting the market equilibrium. Any transaction executed with the intention to defeat the market mechanism whether negotiated or not would be illegal. Whether a transaction has been executed with the intention to manipulate the market or defeat its mechanism will depend upon the intention of the parties which could be inferred from the attending circumstances because direct evidence in such cases may not be available. The nature of the transaction executed, the frequency with which such transactions are undertaken, the value of the transactions, whether they involve circular trading and whether there is real change of beneficial ownership, the conditions then prevailing in the market are some of the factors which go to show the intention of the parties. This list of factors, in the very nature of things, cannot be exhaustive. Any one factor may or may not be decisive and it is from the cumulative effect of these that an inference will have to be drawn." (Emphasis Supplied)*

41. While dealing with the submissions of Vipul pertaining to the matched trades, that his contribution to the same was miniscule and therefore could not have created artificial volume, I hold that he had not traded individually, but in coordination with the Noticees and other members of 'Soni Group' and therefore his contribution cannot be viewed in isolation.

42. With regard to his claim that transactions were executed at the prevailing market price and on the floor of the exchange and there was transfer of beneficial ownership, I hold that his trading as a part of the

Soni Group is facilitative of the overall scheme of matching trades within the group which has already been detailed above.

43. With regard to Vipul's submission that apart from 4000 shares matched with Krupa out of 30,000 shares (buy order placed Order id - 15000063035104), there were 9 different counter parties to the said buy order. On analyzing the said order, it reveals that out of 9 counter parties, 7 entities belong to the same group amounting to a matching of 26250 shares out of the said 30000 shares.

(Table 9)

Counter Parties	Sum Of Traded_Qty
Amul Gagabhai Desai	650
Arif Gulammustufa Shaikh	1750
Deepaben Ajaykumar Pala	2000
Mahesh Somabhai Desai	100
Dhirenkumar Dharamdas Agarwal	6400
Krunal Gopaldas Rana	5500
Krupa Sanjay Soni	4000
Miteshgiri Chandangiri Goswami	8950
Krupa Sanjay Soni	650
Grand Total	**30000**

44. With regard to another claim of Vipul (order id 22000071013789) that there were 16 counter parties to his buy order including Sanjay, Krupa and JM Soni. However, on analyzing the said order, it reveals that out of 16 counter parties, orders to the tune of 45050 shares out of total trade of 49000 were matched among the Noticees themselves (highlighted).

(Table 10)

Counter parties	Sum of Traded Qty
Chauhan Pragnesh	100
Harshaben Rameshkumar Panchal	100
J M Soni Consultancy	18800
Jayeshbhai Keshavlal Gurjar	100
Jignesh Ashwinbhai Mevada	250
Krupa Sanjay Soni	5500
Kunjal Ghanshyambhai Modi	500
Nayanaben Sumanbhai Prajapati	50
Paresh Ramjibhai Chauhan	100
Pradeep Narendra Bhatt	150
Sanjay Jethalal Soni	20750
Sanjaykumar Dineshbhai Modi	1000
Satishchandra Fulchand Jain	500
Shilpa Prahladbhai Chauhan	100
Sonal Ankitkumar Darji	500
Sureshbhai Maganbhai Patel	500
Grand Total	**49000**

45. With regard to another claim of Vipul (sell order id 12000097020676) that there were 4 other counter parties to his sell order other than Krunal, it is observed that out of the 4, 3 other counter parties are among the Noticees (highlighted) and trades among the Noticees amounted to 2750 out of 3000 shares. **(Table 11)**

Counter parties	Sum of Traded_Qty

Mahesh Somabhai Desai	1750
Krunal Gopaldas Rana	150
Laxman Harkishan Narang	250
Shantiben Gangaram Desai	300
Nehaben Janakray Soni	550
Grand Total	**3000**

46. In one of his defenses with respect to connection amongst Noticees, Vipul, had referred to Hon'ble SAT's order in the matter of *Ashlesh Shah Vs SEBI*. I note that Hon'ble SAT had in fact upheld that Ashlesh belonged to 'Soni Group' and had set aside the order of SEBI *qua* Ashlesh on a ground which is wholly irrelevant for the purpose of ascertaining the relationship between Vipul and 'Soni Group' in the present proceedings.

47. The quantum of matched trades noted in the Tables 8 and 8A above must be read along with the fact that the Noticees had contributed to 41.86% / 34.43% of the buy /sell volume in Patch I and contributed to 23.76%/31.91% of the buy/sell volume in Patch II, which is a sizeable proportion of the trades executed in the company's scrip. On the basis of what has been stated above, I hold that the Noticees had intentionally matched trades among themselves that was not due to normal matching of price and time driven by the system. I note that the matching of these trades was not noted in a solitary incident and in fact a large number of trades got matched regularly. The frequency of such trades ensured consistent matching of the orders for the purpose of creating volume among the Noticees in the scrip to induce other persons to invest in the said scrip. The significantly high percentage of matching of these orders among the 13 Noticees with 2 other entities of Soni Group as elaborated in Table 8A above, which constituted 15.64% of the total trading volume in the scrip, could not be achieved unless there was a prior understanding between the Noticees, who have already been established to be related/ connected to each other. I further note that the execution of these trades

have not been denied or disputed by any of the Noticees.

44. Therefore, I hold that the matching of trades between the Noticees was intentional and had created artificial volume in the scrip which could have induced other gullible investors to take interest in the scrip. Thus, the allegation of creation of artificial volume stands concluded.

Self-trades

45. Krunal, Krupa, Sanjay and Amul had indulged in self-trades by executing 115,300 shares through 840 trades, which constitutes 1.36% market volume as detailed below:

(Table 12)

Client Name	Self Trade Qty.	No. of Self Trades	No. of trading days	Sum of LTP diff. (Rs.)	% of Self Traded Qty. to Market Vol.	% of Self Traded Qty. to Clients Buy Vol.	% of Self Traded Qty. to Clients Sell Vol.
Mr. Krunal Gopaldas Rana	34,850	240	36	1.00	0.41	5.14	6.57
Mr. Sanjay Jethalal Soni	29,750	224	22	1.00	0.35	6.29	6.53
Ms. Krupa Sanjay Soni	29,550	146	34	-17.05	0.35	5.62	5.96
Mr. Amul Gagabhai Desai	21,150	230	33	0.85	0.25	3.43	4.96
Total	115,300	840		-14.2	1.36		

46. It was observed from the trade log/Order log that such self-trades were done by Krunal, Krupa, Sanjay and Amul on several days and in certain instances the time difference between buy and sale

order was negligible indicating synchronization.

47. In *SPFL Securities Limited Vs SEBI* (Appeal No. 362/2017, decided on October 11, 2019), it was *inter alia* held that self-trades coupled with LTP contribution can be violative of PFUTP Regulations irrespective of the percentage contribution to the total trade volume.

> "*Similarly, the impugned order also highlights how the LTP was affected by the manipulation indulged by the appellant. The prices increased from Rs. 24.85 to Rs. 64.60 and the appellant JV's contribution to the LTP was Rs. 6.80. It is also evident from the impugned order that on <u>12 trading days</u> the appellant executed self-trade to the tune of 7323 shares which is <u>4.91% of the total trade</u>. Given these facts, the finding in the impugned order that the appellant JV has violated provisions of the PFUTP Regulations cannot be faulted.*"
> [emphasis supplied]

48. In the present case, self-trades were executed by each of the four Noticees named in Table 12 above for a period of <u>22 to 36 trading days</u> for 1,15,300 shares over 840 self trades comprising <u>not less than 3.43% of buy volume and around 6.57% of sale volume</u> for each of the said Noticees, contributing around Rs. 14.20/- to the LTP.

49. During Patch I, some of the Noticees, namely Sanjay Jethalal Soni Krupa Soni, Krunal Gopaldas Rana and Amul Gagabhai Desai were found to have executed 224, 146, 240 and 230 self-trades, respectively, over a period ranging from 22 to 36 trading days. Cumulatively 1,15,300 shares were traded by way of placing self-trades by the said Noticees, the quantum of each Noticee's trades ranging from 21,150 to 34,850 shares. These figures are clearly not insignificant. It can also not be construed as being technical errors. It is true that all self-trades need not necessarily be construed as being fraudulent or illegal in nature. The recent decision of the Hon'ble Securities Appellate Tribunal ("SAT") in the matter of *Crosseas Capital Services Ltd. v. SEBI* is instructive in this regard. Extracts of observations made by SAT in this case are as follows:

"In case of self- trades, both the buyer and the seller are the same entity and, therefore, execution of self-trade does not result in change of beneficial ownership. Nonetheless, it may create a false or misleading appearance of trading in the securities market and may entice other investors to trade in that particular scrip or entities may enter into such trades with the intention of manipulating the price or volume of the scrip. As such, the execution of self-trades falls within the purview of Regulation 4(2)(a) and (g) of PFUTP Regulations, 2003. However, orders placed through algo trading software using different terminals through the same broker, may get matched accidentally without any manipulative intention. As such, mere occurrence of self-trades may be accidental but still would attract the provisions of Regulation 4(a) and (g) of the PFUTP Regulations, 2003 if any additional material, evidence or circumstances are available to indicate manipulation of the price or volume of the scrip or creation of false or misleading appearance of trading in securities market resulting from such self-trades.... Various decisions have also been passed by the Tribunal on the issue of self-trades wherein this Tribunal has taken a consistent view that a few instances of self-trades in themselves would not amount to an objectionable trade if there was no manipulative intent. In the light of the various decisions taken by this Tribunal, SEBI reviewed its stand and came out with the circular dated May 16, 2017 dealing in self-trades.... The circular indicates that in order to find someone guilty of self-trades under the PFUTP Regulations, 2003, it is essential to find out the intention or manipulation. The circular indicated that accidental / unintentional self-trades were not covered under the regulations and mere occurrence of self-trades would not be considered per se illegal in the absence of any other additional evidence to prove manipulation or intention to defraud. <u>The circular, thus, provided that in all matters of self-trades, an assessment has to be made as to whether the said trade was intentional or unintentional on the basis of supporting evidence. One such supporting evidence as per the circular to indicate the manipulative intent is, the volume transacted....</u> The algo softwares are designed to detect the most minute changes in stock prices and to respond accordingly and, therefore, it is quite possible that when certain orders are automatically generated without any human intervention for purchase of shares on a minute change in the stock prices, simultaneously in a fraction of seconds a similar order of the same quantity could be booked for sale. Consequently, such purchase and sale could happen automatically which may result in self-trades. Whether such self-trades generated automatically could lead to violation of PFUTP Regulations is a point which is required to be considered by the

AO especially in the light of the policy declared by SEBI in its circular of 2017, namely, the intention/the manipulative intention. " (emphasis supplied)

In the instant case, trades placed were not as a result of algorithmic trading. The Noticees' group contribution to self-trade as a proportion of market volume was 1.36% which is not a small figure. In fact in absolute numbers, the group was found to have executed 840 self-trades. To conclude that orders relating to 840 trades were accidentally reversed, is implausible and indefensible. The number of such trades executed, the quantum of shares transferred by way of self-trades and the repetitiveness with which self-trades were executed by connected persons lend credence to the allegation that such self-trades were neither genuine nor technical defaults. The volume of self-trades had the potential to give a false impression of actual or genuine volumes of trading in the company's scrip.

50. None of these figures have been disputed by the Noticees. On the basis of material available, I conclude that Krunal, Krupa, Sanjay and Amul had violated the provisions of PFUTP Regulations by executing self-trade.

LTP Contribution

51. From Table 5, I note that Krupa, Amul, Krunal, Sanjay, Dhiren, Mahesh, Vaishali, Arif, Shweta,Shantiben, Ajay, Neha and JM Soni who are related/ connected, had, while acting in tandem, acted in manipulative manner to inflate the LTP of the scrip and manipulated the stock price and created misleading appearance of trading in the securities market, while executing match trades and self-trades and thereby contributed to gross positive LTP of Rs.1,130.55 which contributes to 48.13% of total market positive LTP. I also note that the alleged violation of LTP contribution is not noted in a solitary incident or two, instead, a large number of trades got matched regularly through 1840 trades for 460,250 shares. The frequency of such trades ensured consistent matching of the orders for the purpose of creating volume among the Noticees in the scrip to induce other persons to invest in the said scrip, create misleading appearance and price manipulation.

52. From the aforesaid Table 5, it is observed that the Noticees mentioned thereat have contributed to net LTP and have also contributed more than 1.00% to positive LTP (gross) as compared to total market positive LTP (gross).On further analysis of the trades contributing to positive LTP (gross) by these Noticees, it is observed that for 173 trades the buy orders were placed in the system before the sell orders were placed thereby contributed Rs. 196.65 to LTP. Further, for 296 trades which contributed Rs. 173.45 to LTP the counter party sellers were among these 13 Noticees.

53. The upward push to the price of the scrip due to this mechanism of manipulation is obvious from the records. The sum of LTP Difference greater than zero, contributed by the Noticees, as per the Table 5 stated above, itself comes to Rs. 363.65, which is demonstrative of an overwhelming attempt by the group of Noticees to push the price upwards. The LTP Analysis measures the positive or negative move created by trades in comparison to the immediately previous trades. It is really not material if these prices had been established earlier as any manipulative trade further reinforces the price trends. Therefore it is not relevant to contend that the alleged manipulative prices had already been established previously.

54. Here, it is important to refer to the observations made by the Hon'ble SAT in its order dated March 21, 2014 in ***Saumil Bhavnagari Vs. SEBI*** which are as under:

> *"… but by purchasing shares at the higher price in LTP in most of the trades, the Noticee had given a wrong impression about the liquidity of the scrip in the market. It must not be forgotten that every trade establishes the price of the scrip and the Noticees trading at higher than LTP resulted in the price of the scrip going up and were done with a view to set the price at a desired level and thereby influencing the innocent/gullible investors. By purchasing at a higher price in most of his trades, the Noticee had given the wrong impression about the price of the scrip in the market. It is an accepted state of affairs that in cases of manipulation of the volume and / or price of a particular scrip, it is usually an arduous task to obtain direct evidence. However,*

the analysis of the trade and order logs as undertaken hereinabove, establishes the malafide intention of the appellant."

55. Thus, I hold that by trading among themselves and by placing orders above LTP these Noticees mentioned in Table 5 have manipulated the price of the scrip.

56. This is also a strong indicator of the group attempting to increase the price in a coordinated and manipulative manner. As can be seen from Table 6, Amul, Krupa, Shweta, Vaishali, Krunal, Mahesh, Sanjay, Arif, Dhiren, Shantiben, JM Soni and Neha had traded extensively in the scrip which resulted in NHP of Rs.151.45 through 230 trades and 45700 shares. Their contribution 40.65% to total market NHP. This is also a strong indicator of the group attempting to increase the price in a coordinated and manipulative manner and further establishes the allegation against the Noticees among them that they had indulged in price manipulation.

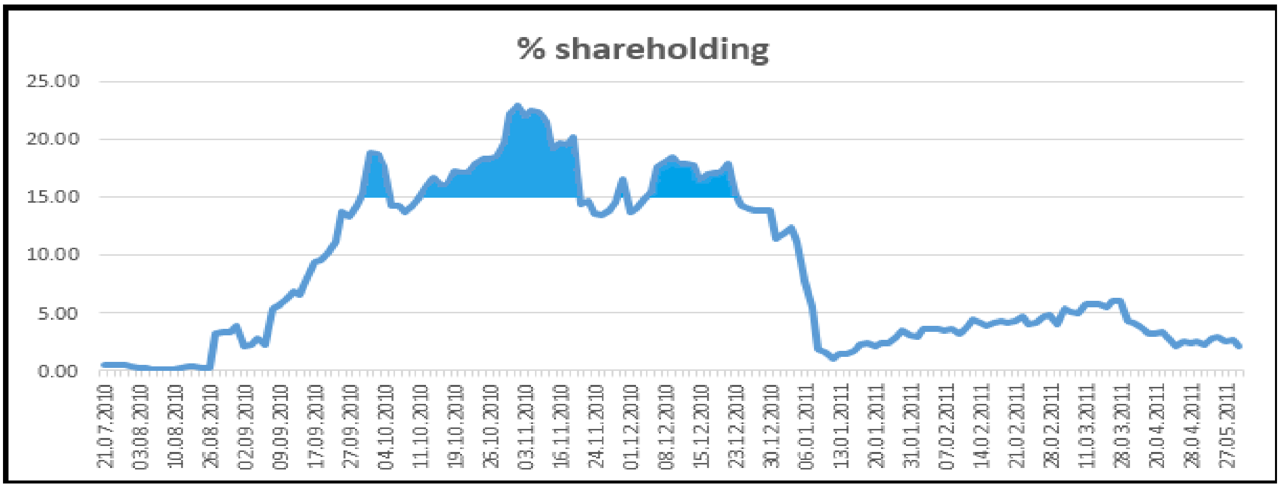
First Trade

57. In addition to the above, I note from Table 7, that Amul, Krunal, Sanjay, Krupa, Dhiren, JM Soni and Shantiben had also contributed to price manipulation through first trade by contributing to first trade LTP of Rs.57.85 through 57 trades for 13400 shares. Thus establishes the allegation that they had contributed to LTP through First Trade.

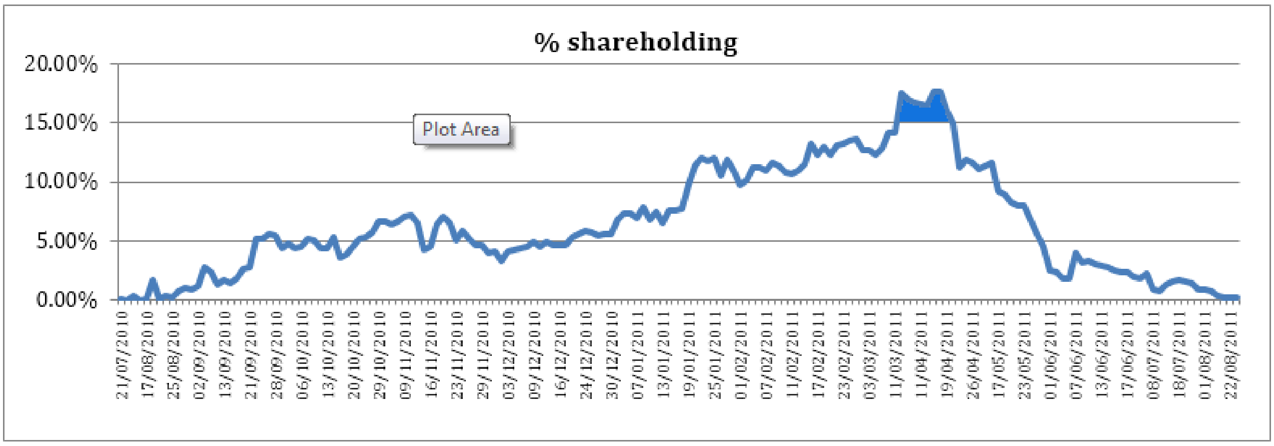
58. I find that all 16 Noticees had indulged extensively as a group while executing matched- trades and in addition some Noticees, as stated above, had also indulged in executing repetitive match trades, self-trades and price manipulation through LTP contribution, NHP and First trade.

59. I also observe from the shareholding details of the Noticees that some of them had sold substantial portion of their shareholding in PIL after the price was raised through such devices as already narrated in the preceding paragraphs. Details of the shareholding of the Noticees over the period of investigation is povided herein below:

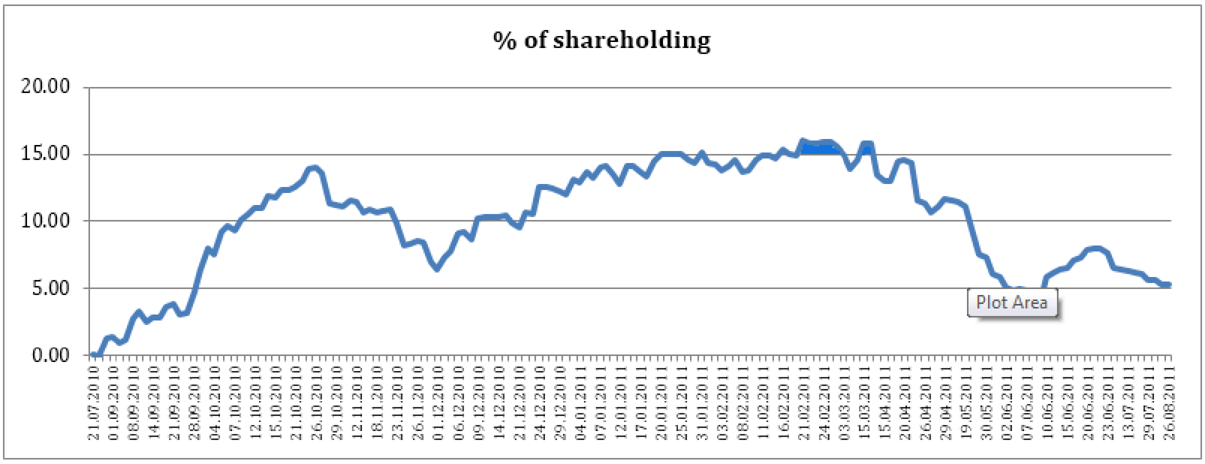
a. The aggregate percentage shareholding in the scrip of Parichay Investments Ltd. of three Noticees viz. **Mr. Sanjay JethalalSoni, Ms. Krupa Sanjay Soni and M/s. J M Soni Consultancy** during the investigation period is graphically presented as under:-



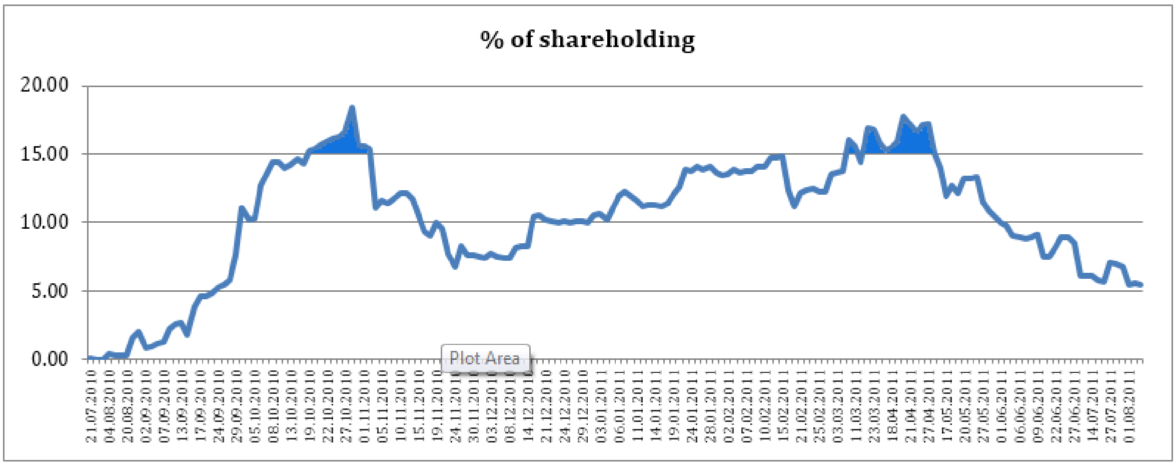
b. The aggregate percentage shareholding in the scrip of Parichay Investments Ltd. of these two Noticees viz. **Mr. DhirenDharamdas Agarwal and Ms. ShwetaDhiren Agarwal** during the investigation period is graphically presented as under:-



c. The percentage shareholding in the scrip of Parichay Investments Ltd. **of Mr. AmulGagabhai Desai** during the investigation period is graphically presented as under:-



d. The percentage shareholding in the scrip of Parichay Investments Ltd. of **Mr. KrunalGopaldasRana** during the investigation period is graphically presented as under:-



60. It is therefore clear that the Noticees had intended to buy shares of PIL, artificially increase its price through such manipulative devices as already narrated in the preceding paragraphs and thereafter, sell their shares at inflated prices. It is therefore concluded that the entire scheme of the Noticees was manipulative and fraudulent in nature which had created false and misleading appearance of trading in the scrip.

61. I find that by indulging in the above mentioned manipulative trades, the Noticees had created artificial volume in the scrip and the manipulated price gave a misleading appearance of trading in the scrip. The said match trades and self-trades trades during the investigation period for such volumes and over a period of time further establishes that the Noticees were acting in concert and such trades could not have been carried out without the meeting of minds for such manipulation in the market. It is

also established that some of the Noticees had sold bulk of their shareholdings in PIL once the price of the scrip was artificially inflated. Thus I conclude that the Noticees being related/connected with one another, had traded in the scrip in a manipulative manner and thus violated provisions as mentioned in paragraphs 2, 3 and 4 warranting imposition of monetary penalty under Section 15HA of the SEBI Act.

62. Having established that Noticees had violated the provisions PFUTP Regulations as stated above, I find the Noticees are liable for penalty.

63. The contents of the penal provisions is stated below:

Section 15HA of the SEBI Act, 1992:

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 of twenty-five crore rupees or three times the amount of profits made out of such failure, whichever is higher.*

64. Here, it is important to refer to the observation of the Hon'ble Supreme Court of India in the matter of ***SEBI Vs. Shri Ram Mutual Fund [2006] 68 SCL 216(SC)*** wherein it was observed 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…"*

65. While determining the quantum of penalty under Section 15HA of the Act, it is important to consider the factors stipulated in Section 15J of the SEBI Act, 1992 which reads as under:-

15J - Factors to be taken into account by the adjudicating officer

While adjudging quantum of penalty under section 15-I, the adjudicating officer shall have due regard to the following factors, namely:-

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

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

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

Explanation: *For removal of doubts, it is clarified that the power to of an adjudicating officer to adjudge the quantum of penalty under Sections 15A to 15E, Clauses (b) and (c) of Section 15F, 15G, 15H and 15HA shall be and shall always be deemed to have been exercised under the provisions of this section.*

66. It is noted that available records does not specify the disproportionate gains or unfair advantage made by the Noticees or the specific loss suffered by the investors due to such manipulated trading.

67. Though, as observed above, no quantifiable unfair / disproportionate gain was shown to have been acquired by the Noticees in the above mentioned activities, I cannot ignore the gravity of violations involved in the matter. Having established that Noticees had executed trades which were manipulative and in my opinion, indulging in trades with manipulative intent to create misleading appearance of trading (as analysed in preceding paragraphs of this order), certainly is in the nature of causing possible adverse impact in disturbing the equilibrium of fair market mechanism and inducing investors. While deciding the quantum of penalty for each Noticee, the violations established against them and the repetitive nature of offences has been considered.

68. Further, I would like to take into account the repetitive offences of the Noticees and the penal action taken against them while determining the quantum of penalty as stated in clause (c) of Section 15 J. From the below mentioned table it is clear that despite being penalized on several instances, certain Noticees continued to manipulate the market. Further the punishments should be so severe, to deter the offenders from repeating the same. Therefore, I am of the opinion that penalty so levied should be so deterrent that these Noticees do not resort to these practices any further.

(Table 14)

Noticee	**Earlier preventive and penal action taken by SEBI**

name	
Krupa	• Restrained from buying or selling or dealing in the securities market till further orders in the matter of Moryo Industries Ltd on December 4, 2014 • Restrained from buying or selling or dealing in the securities market till for a period of five years in the matter of Rotam Commercials Ltd on October 1, 2014 • Penalty of Rs.30 lakh levied in the matter of Shree Global Tradefin Ltd which was reduced to Rs.10 lakh by SAT • Restrained from buying or selling or dealing in the securities market for a period of 6 months in the matter of Vijay Textiles Ltd on December 11, 2007
Sanjay	• Restrained from buying or selling or dealing in the securities market till further orders in the matter of Moryo Industries Ltd on December 4, 2014 • Restrained from buying or selling or dealing in the securities market till for a period of five years in the matter of Rotam Commercials Ltd on October 1, 2014 • Penalty of Rs.30 lakh levied in the matter of Shree Global Tradefin Ltd which was reduced to Rs.10 lakh by SAT • Penalty of Rs.10 lakh levied in the matter of Hit Kit Global Solutions Ltd which was reduced to Rs.7 lakh by SAT • Restrained from buying or selling or dealing in the securities market for a period of 6 months in the matter of Vijay Textiles Ltd on December 11, 2007
Krunal	• Restrained from buying or selling or dealing in the securities market till for a period of five years in the matter of Rotam Commercials Ltd on October 1,

	2014
Dhiren	• Restrained from buying or selling or dealing in the securities market till for a period of five years in the matter of Rotam Commercials Ltd on October 1, 2014
Amul	• Restrained from buying or selling or dealing in the securities market till further orders in the matter of Moryo Industries Ltd on December 4, 2014
Mahesh	• Adjudication order in the matter of Shree Global Tradefin Ltd

ORDER

69. In view of the above, after considering all the facts and circumstances of the case and exercising the powers conferred upon me under Section 15-I (2) of the SEBI Act, 1992 read with Rule 5 of the Adjudication Rules, I hereby impose the following monetary penalties on Noticees:

Sr. No.	Name of the Noticee	Nature of findings in brief	Provisions of Law Violated	Penalty Provision	Penalty Amount (In Rs.)
1	Ms. Krupa Sanjay Soni (PAN: BVSPS9740P)	Self Trade, Matched Trade, Price manipulation through LTP Contribution, NHP, First Trade	Section 12 (a), (b) and (c) of the Act read with Reg.3(a), (b), (c), (d), 4(1), 4(2) (a),(b),(e) and (g) of PFUTP Regulation	15HA of SEBI Act	**Rs.10,00,000 /- (Rupees Ten Lakhs)**
2	Mr. Krunal Gopaldas Rana (PAN: AKMPR9961M)				**Rs.10,00,000 /- (Rupees Ten Lakhs)**

3	Mr. Sanjay Jethalal Soni (PAN:BVSPS9741N)				**Rs.10,00,000/- (Rupees Ten Lakhs)**
4	Mr. Amul Gagabhai Desai (PAN: AHDPD3526G)				**Rs.10,00,000/- (Rupees Ten Lakhs)**
5	Shantiben Gangaram Desai (ARLPD2375B)	Matched Trade, Price manipulation through LTP Contribution, NHP, First Trade			**Rs.5,00,000/- (Rupees Five Lakhs)**
6	M/s. J M Soni Consultancy (PAN: AAGFJ2939P)				**Rs.10,00,000/- (Rupees Ten Lakhs)**
7	Mr. Dhirenkumar Dharamdas				**Rs.10,00,000/- (Rupees Ten Lakhs)**

	Agarwal (PAN: AAZPA8189K)				
8	Mr. Mahesh Somabhai Desai (PAN: AMGPD0183P)	Matched Trade, Price manipulation through LTP Contribution, NHP			**Rs.10,00,000/- (Rupees Ten Lakhs)**
9	Shweta Dhiren Agarwal (PAN AIZPA2160J)				**Rs.10,00,000/- (Rupees Ten Lakhs)**
10	Ms. Vaishali Jimish Soni (PAN: AQHPS2680R)	Price manipulation through LTP Contribution, NHP	Section 12 (a), (b) and (c) of the Act read with Reg.3(a), (b), (c), (d), 4(1), 4(2) (b) and (e) of FUTP Regulation		**Rs.5,00,000/- (Rupees Five Lakhs)**
11	Nehaben Janakray Soni	Price manipulati			**Rs.5,00,000/- (Rupees Five Lakhs)**

	(AWOPS1717J)	on through NHP			
12	Ajaykumar Jayantilal Pala (PAN AFHPP7032D)	Price manipulation through LTP Contribution			**Rs.5,00,000/- (Rupees Five Lakhs)**
13	Dhaval Satishkumar Agrawal (PAN AJYPA0481G)	Match trades	Section 12 (a), (b) and (c) of the Act read with Reg.3(a), (b), (c), (d), 4(1), 4(2) (a) and (g) of PFUTP Regulation		**Rs.5,00,000/- (Rupees Five Lakhs)**
14	Janakray Vithaldas Soni (PAN AFNPS8401H)				**Rs.5,00,000/- (Rupees Five Lakhs)**
15	Vipul Virendra Patel (PAN AGQPP0881N)				**Rs.5,00,000/- (Rupees Five Lakhs)**

16	Mr. Amitkumar Rameshchandra Rana (PAN: ASPPR5709L)				**Rs.5,00,000/- (Rupees Five Lakhs)**

70. Mr. Miteshgriri Chandangiri Goswami was erroneously named in the SCN and he was not mandated to be proceeded against in the present proceedings. Therefore, the instant proceedings *inter alia* initiated against him vide the SCN dated December 10, 2019, is hereby disposed without any order of penalty.

71. The amount of penalty shall be paid either by way of demand draft in favour of "SEBI -Penalties Remittable to Government of India", payable at Mumbai, or by online payment through following path at SEBI website www.sebi.gov.inENFORCEMENT → Orders → Orders of AO → Click on PAY NOW or at linkhttps://siportal.sebi.gov.in/intermediary/AOPaymentGateway.html23.The said demand draft and its details or details of online payments made (in the format as given in table below) should be forwarded to "The Division Chief (Enforcement Department-DRA-I), the Securities and Exchange Board of India, SEBI Bhavan, Plot No. C4 –A, "G" Block, Bandra Kurla Complex, Bandra (E), Mumbai –400 051."

Case Name :	
Name of Payee :	
Date of Payment:	
Amount Paid :	

Transaction No. :	
Bank Details in which payment is made :	
Payment is made for : (like penalties/ disgorgement/ recovery/ settlement amount and legal charges along with order details)	

72. In the event of failure to pay the said amount of penalty within 45 days of the receipt of this Order, consequential proceedings, including but not limited to recovery proceedings may be initiated under section 28A of the SEBI Act, for realization of the said amount of penalty along with interest thereon, inter alia, by attachment and sale of movable and immovable properties.

73. In terms of Rule 6 of the Adjudication Rules, 1995, copy of this Order is sent to the Noticees and also to the Securities and Exchange Board of India.

PLACE : MUMBAI **G.RAMAR**

DATE : July 31, 2020 **ADJUDICATING OFFICER**