<u>BEFORE THE ADJUDICATING OFFICER</u>

<u>SECURITIES AND EXCHANGE BOARD OF INDIA</u>

[ADJUDICATION ORDER NO. Order/GR/PU/2021-22/14775]

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

Gomati Devi Soni

(PAN: AQIPS4997G)

In the matter of Trading in Illiquid Stock Options at BSE

<u>BACKGROUND OF THE CASE</u>

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**"), which resulted in the creation of artificial volume at BSE. 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. 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**") and 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.

2. Pursuant to the investigation, it was observed that total 2,91,643 trades comprising substantial 81.38% of all the trades executed in stock options segment of BSE during the IP were non genuine trades. The aforesaid non-genuine trades resulted into creation of artificial volume to the tune of 826.21 crore units or 54.68% of the total market volume in stock options segment of BSE during the IP. It was observed that Gomati Devi Soni (PAN-AQIPS4997) (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 observed 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 as well as deceptive in nature. In view of the same, SEBI initiated adjudication proceedings against the Noticee for the violation of 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. While disposing of the aforesaid interim order vide final order dated April 05, 2018, it was considered and decided that appropriate action would be initiated against the said 14, 720 entities in a phased manner. Further, 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"*.

4. Accordingly, 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.

5. In this regard, SEBI, after being satisfied that there are sufficient grounds to inquire into the affairs and adjudicate upon the alleged violations as mentioned above inter-alia in respect of the Noticee, had appointed the undersigned as Adjudicating Officer ('**AO**'), conveyed vide communique dated April 26, 2021, under Section 19 read with Section 15-I(1) of the SEBI Act, 1992 (hereinafter referred to as "**SEBI Act**") and Rule 3 of the 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 Section15-I (1) and (2) of the SEBI Act, and if satisfied that penalty is liable, may impose such penalty as deemed fit in terms of Rule 5 of Adjudication Rules and Section 15HA of the SEBI Act.

<u>SHOW CAUSE NOTICE, REPLY AND HEARING</u>

6. A Show Cause Notice dated September 16, 2021 (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 her for the violation of provisions of Regulations 3(a), (b), (c), (d), 4(1) and 4(2)(a) of the PFUTP Regulations, 2003 and why penalty should not be imposed under Section 15HA of the SEBI Act for the alleged violations specified in the SCN.

7. The SCN with reference number SEBI/HO/EAD/EAD-4/P/OW/2021/24239/1 was issued to the Noticee via Speed Post Acknowledgement Due (SPAD) and also via email dated September 20, 2021, both of which were duly delivered to the Noticee. Vide e-mail dated September 29, 2021, the Noticee filed her submissions in the matter. Thereafter, vide e-mail dated the October 06, 2021, an opportunity of personal hearing was granted to the Noticee on October 26, 2021. The Noticee vide e-mail dated October 18, 2021, had requested for an adjournment of the said personal hearing. Accordingly, vide e-mail October 25, 2021, the Noticee was granted another opportunity of personal hearing on November 02, 2021. The Noticee vide e-mail dated October 27, 2021, once again sought for an adjournment as she was unable to attend the said hearing. As a result, a last and final opportunity of hearing was granted to the Noticee on November 09, 2021, vide e-mail dated November 01, 2021. During the course of hearing, the Authorized Representative (**AR**) reiterated the submissions made in her reply dated September 29, 2021. The Noticee vide her reply dated September 29, 2021, has made the following submissions:

- " …. I would like to state that I neither have any idea about the counterparty nor the processes followed by the broker while executing such trades. So the allegation on me for violating the regulations of SEBI is, therefore, wrong and unfair as I was unaware of what exactly the broker did at the time while executing the said trades. So the allegation on me for violating the regulations of SEBI is therefore, wrong and unfair…."
- "…… I was KYC complied client of the broker and the trades were done at normal course of trading…. "

<u>CONSIDERATION OF ISSUES AND FINDINGS</u>

8. I have carefully perused the charges levelled against the Noticee, her 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?*

   (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?*

9. Before proceeding further, I would like to refer to the relevant provisions of *Regulations 3(a), (b), (c), (d), 4(1) and 4(2)(a)* of PFUTP Regulations, 2003, allegedly violated by the Noticee 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. I: Whether the Noticee has violated the provisions of Regulations 3(a), (b), (c), (d) , 4(1) and 4(2)(a) of the PFUTP Regulations, 2003?

10. I now proceed to consider the matter on merits. I note that the allegation against the Noticee is that, while dealing in the stock option contracts at BSE during the IP, the Noticee had executed reversal trades which were allegedly non-genuine trades and the same had resulted in generation of artificial volume in stock option contracts at BSE. I note that 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 & manipulative. Artificial volume is considered to be the volume (no. of units) reversed in both legs of said reversal trades while keeping out the volume, if any, which is not reversed.

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

11.1. I note from the trade log that the Noticee had traded in 2 unique contracts in the stock options segment of BSE during the IP. It is observed that the Noticee had executed 4 non-genuine trades in 2 contracts. I further note that the above mentioned trades of the Noticee had resulted in the creation of artificial volume of 1,20,000 units in the said 2 contracts. Summary of the said 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	AMBC15JUL230.00CE	4	28000	7	28000	100	50	100	41.18
2	DISH15MAY75.00CEW3	6.8	32000	9.8	32000	100	9.09	100	3.86

11.2. It is noted that the Noticee had executed non-genuine trades in 2 contracts, wherein the percentage of non-genuine trades of the Noticee in stock options contracts to total trades in the contracts was in the range of 9.09% to 50% in the aforesaid contracts. Further, artificial volume generated by the Noticee in the contracts amounted to the entire 100% of total volume generated by her in all the contracts. It is also noted that artificial volume generated by the Noticee contributed significantly viz. 3.86% to 41.18% of the total volume from the market in the said contracts. It is observed that the trades executed by the Noticee in the above contracts had significant difference in buy rates and sell rates and also were squared up within a short span of time with the same counterparty i.e. trades were reversed within the range of 4 seconds to 1 minute on the same day. Thus, it is observed that Noticee had indulged in reversal trades with her counterparties in the stock option segment of BSE and the same were non-genuine trades.

11.3. The details of squaring up done by the Noticee in the contract "DISH15MAY75.00CEW3" are as under;

Trade Date	Client Name	CP Client Name	Trade Time	Trade Rate (Rs.)	Traded Quantity
20/05/2015	FASTNER MACHINERY DEALERS PVT LIMITED	GOMATI DEVI SONI	14:09:58.724855	9.8	32000
20/05/2015	GOMATI DEVI SONI	FASTNER MACHINERY DEALERS PVT LIMITED	14:10:03.505815	6.8	32000

11.4. From the above table, I note that, on May 20, 2015 at 14:09:58 hrs the Noticee had entered into 1 sell trade with counterparty viz. Fastner Machinery Dealers Pvt. Ltd. for 32000 units at the rate of Rs9.8 per unit in the contract "DISH15MAY75.00CEW3". Thereafter, on the same day, the Noticee at 14:10:03 hrs entered into 1 buy trade with same counterparty for 32000 units at the rate of Rs. 6.8 per unit in the same contract. It is noted that while dealing in the said contract during the I.P., the Noticee executed reversal trades with same counterparty viz. Fastner Machinery Dealers Pvt. Ltd. on the same day and with significant price difference in buy and sell rate. Thus, the Noticee, through her dealing in the contract viz. "DISH15MAY75.00CEW3" during the I.P., executed non genuine trades which was 9.09% of the total trades from the market in the said contract during the I.P., and thereby, Noticee generated artificial volume of 64,000 units which was 3.86% of the volume traded in the said contract from the market during the I.P.

11.5. 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 the counterparties with significant price difference. I further note from the trade log that the time taken by the Noticee for reversing the non-genuine trades ranged between 4 seconds to 1 minute, on the same day. Such a short span of time taken for reversing the trades in an illiquid stock option contract suggests the non-genuineness of these trades executed by the Noticee. The fact that the transactions in a particular contract were reversed with the same counterparties indicates a prior meeting of minds with a view to execute the reversal trades at a pre-determined price. Since these trades were done in illiquid option contracts, there was no trading in the said contracts and hence, there was no price discovery in the strictest terms. The wide variation in prices of the said contracts, within a short span of time, is a clear indication that there was pre-determination in the prices by the counterparties while executing the trades. Thus, it is observed that Noticee had indulged in reversal trades with her counterparties in the stock options segment of BSE and the same were non-genuine trades.

11.6. The Noticee, *inter alia*, contended in her reply that she was a KYC complied client, therefore the trades were executed in the normal course of business and she is in no way related to the counter party. I note that in the contract i.e. "DISH15MAY75.00CEW3" the sell order placed by the Noticee was at a very high price, and matched in a very short time by buy order placed by the counter party. Further, the same counter party, on the same day, placed a sell order at a low price without any market logic or substantial change in price of underlying scrip, which matched the buy order placed by the Noticee. Also, the allegation against the Noticee is that it executed reversal trades in illiquid stock options segment, and that it executed such trades with substantial price difference without any material change in fundamentals of the underlying scrip, so that when the attending circumstances were considered in toto, her trades were found to be non-genuine. On that basis, it is observed that such trading pattern, undertaken were defying market logic and intended to create misleading appearance of trading.

11.7. Further I note that it is not a mere coincidence that Noticee could match her trades with the same counterparties with whom she had undertaken the first leg of the respective trades. This is the outcome of meeting of minds elsewhere and it was a deliberate attempt to deal in such a fashion. Here I would like to rely on the judgment of the Hon'ble Supreme Court in **SEBI v Kishore R Ajmera (AIR 2016 SC 1079)** decided on February 23, 2016, wherein it was 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 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..."*

11.8. Further, the Hon'ble Supreme Court had 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."*

11.9. I note in this regard that direct evidence is not forthcoming in the present matter as regards to meeting of minds or collusion of the Noticee with other entities. However, I note that the trading behaviour of the Noticee makes it clear that aforesaid non-genuine trades could not have been possible without meeting of minds at some level. In this context, I deem it appropriate to refer to the judgement of the Hon'ble SAT order dated July 14, 2006, in the matter of **Ketan Parekh vs. SEBI (Appeal no. 2/2004)**, wherein the Hon'ble SAT has held that - *"The nature of transactions executed, the frequency with which such transactions are undertaken, the value of the transactions, the conditions then prevailing in the market are some of the factors which go to show the intention of the parties. This list of factors, in the very nature of things, cannot be exhaustive. Any one factor may or may not be decisive and it is from the cumulative effect of these that an inference will have to be drawn."*.

11.10. I place my reliance on the judgment of Hon'ble Supreme Court in the matter in respect 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 Supreme Court 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…..*"

11.11. 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 aforesaid judgment of Hon'ble Supreme Court and held that, "*It is not a mere coincidence that the Appellants could match the trades with the counter party with whom he 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.*"

11.12. The Noticee has also contended that she did not have any idea about the process followed by her broker while executing such trades. I note that, the stock exchange merely provides a platform for carrying out the trades, while the obligation to ensure genuineness of trades as regards instant considerations primarily lies on the Noticee. Also the Noticee had consented to the fact that said trades which were executed by the broker on her behalf. Further, I note that the allegations pertaining to the violation of impugned provisions of PFUTP Regulations, 2003 by the Noticee depends upon the trading pattern exhibited by the Noticee which indicates her manipulative intent ie such trades with price differentials have been deliberately structured for manipulative purposes as one party to the contract had deliberately foregone profitable proposition at the time of executing trade. Such pattern completely runs contrary to economic rationale of any investor to buy at lesser price and sell at higher price. Any rational investor would never deal in the market to deliberately register loss to facilitate buyer to profit at the time of entering trades. Had the counterparties for trades of the Noticee been different, intraday squaring of positions would not have been possible as no genuine counter party investor would ever forego profits. The fact that the counterparties are same, corroborates that the trades were not genuine and executed for manipulative purposes. Therefore, considering the fact that the Noticee has not disputed execution and subsequent reversal of trades as alleged in the SCN and the trading behaviour of the Noticee confirms that such trades were not normal and wide variation in prices of the trades in the same contract in a short time without any basis. Therefore, I find no merit in the submission of the Noticee that the impugned reversal of trades are genuine in nature. Therefore, I note that the contentions of the Noticee in this regard are without merits.

11.13. Finally, the Noticee has denied the violations provisions of Regulations 3(a), (b), (c), (d) and 4(1), 4(2)(a) of the PFUTP Regulations as alleged in the SCN. In this regard, I note that the scheme, plan, device and artifice employed by the Noticee in this case of executing reversal trades in illiquid stock options contracts at irrational, unrealistic and unreasonable prices, tantamount to fraud on the securities market in as much as it involves non-genuine/ manipulative transactions in securities and misuse of the securities market mechanism. The non-genuine and deceptive transactions of the Noticee are covered under the definition of 'fraud' and the dealings of the Noticee as discussed herein above were "fraudulent", as defined under regulation 2 (1) (c) of PFUTP Regulation and prohibited under the provisions of Regulations 3 (a), (b), (c), (d) and 4 (1), 4 (2) (a) PFUTP Regulations, thereof. In this regard, the observations of the Hon'ble Supreme Court in the case of Rakhi Trading (supra) on whether such reversal of trades as has been detailed above, constitutes "fraud" under PFUTP Regulations, is reproduced herein below: "*Regulation 2(1)(c) defines fraud. Under Regulation 2(1) (c)(2) a suggestion as to a fact which is not true while he does not believe it to be true is fraud. Under Regulation 2(1) (c)(7), a deceptive behaviour of one depriving another* *of informed consent or full participation is fraud. And under Regulation 2(1)(c)(8), a false statement without any reasonable ground for believing it to be true is also fraud. In a synchronised and reverse dealing in securities, with predetermined arrangement to book loss or gain between pre-arranged parties, all these vices are attracted.*"

11.14. Keeping in mind the dicta of the Hon'ble Supreme Court as reproduced above, I see no reason to take a different view in the present case. Therefore, I hold that the Noticee had indulged in execution of reversal trades in Stock Options with same entities on the same day, which are non-genuine in nature and had created false or misleading appearance of trading in terms of artificial volumes.

11.15. Therefore, I am of firm opinion that the Noticee by indulging in reversal of trades on the stock exchange platform, which are manipulative / unfair / fraudulent / non-genuine, in nature, had created artificial volumes in the contracts and thereby 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 2: Does the violation, if any, attract monetary penalty under Section 15HA of the SEBI Act?

12. Considering the finding that the Noticee as mentioned above has executed non-genuine trades resulting in the creation of artificial volume, thereby violating provisions of Regulations 3(a), (b), (c), (d), 4(1) and 4(2)(a) of PFUTP Regulations, 2003 and in terms of the judgment of the 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 on the Noticee under the provisions of Section 15HA of the SEBI Act which reads as under:

Penalty for fraudulent and unfair trade practices.

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

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?

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

Factors to be taken into account by the adjudicating officer.

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

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

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

(c) the repetitive nature of the default.

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

14. 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 4 non-genuine trades in 2 stock option contracts which demonstrates the repetitive nature of default on her part.

15. Therefore, I note that the Noticee had indulged in execution of reversal trades in stock options contracts in the IP which were non-genuine and created false and misleading appearance of trading in terms of artificial volumes in the illiquid stock options at BSE, leading to the violation of Regulation 3(a),(b),(c),(d) and 4(1),(2)(a) of the PFUTP Regulations, 2003.

ORDER

16. 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 and in exercise of power conferred upon me under Section 15-I of the SEBI Act read with Rule 5 of the Adjudication Rules, I hereby impose following penalty under Section 15HA of the SEBI Act on the Noticee:

Name of the Noticee	**Violation provisions**	**Penalty**
Gomati Devi Soni **(PAN: AQIPS4997G)**	Regulations 3(a), (b), (c), (d), 4(1) and 4(2)(a) of PFUTP Regulations, 2003	**Rs 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.

17. The Noticee shall remit / pay the said amount of penalty within 45 days of receipt of this order either by way of Demand Draft in favour of "SEBI - Penalties Remittable

to Government of India", payable at Mumbai, OR through online payment facility available on the website of SEBI, i.e. www.sebi.gov.in on the following path, by clicking on the payment link:

Enforcement → Orders → Orders of AO → Pay Now

18. The aforesaid Noticee shall forward said Demand Draft or the details / confirmation of penalty so paid to "**The Division Chief (Enforcement Department 1 DRA-1), Securities and Exchange Board of India, SEBI Bhavan, Plot No. C – 4 A, "G" Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051**". The Noticee shall also provide the following details while forwarding DD / payment information:

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

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

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

Date: January 25, 2022 — **G. RAMAR**

Place: Mumbai — **ADJUDICATING OFFICER**