

**BEFORE THE SECURITIES AND EXCHANGE BOARD OF INDIA
CORAM: MADHABI PURI BUCH, WHOLE TIME MEMBER
AD INTERIM EX PARTE ORDER**

**Under Sections 11 (1), 11 (4), 11B (1) and 11D of the Securities and Exchange
Board of India Act, 1992**

**In Re: Securities and Exchange Board Of India (Prohibition of Fraudulent and
Unfair Trade Practices Relating To Securities Market) Regulations, 2003**

In respect of:

Sl. No.	Name of the Entity	PAN
1.	Meena Ramniklal Vira	AAIPV0510A
2.	Anish Pravin Bagadia	AAIPB3703H
3.	Anish Pravin Bagadia HUF	AAKHA8817M
4.	Pravin Durlabhji Bagadia HUF	AALHP1297F
5.	Labdhi Enterprises	AACFL1039J
6.	Falguni Ketan Parekh	AABPP7364B
7.	Bharat C. Parekh -HUF	AAAHB0656F
8.	Mansi V. Shah	AADPS1279E
9.	Pravin L. Shah	AJFPS9670J
10.	Bimal N. Mehta	AAHPM2454K
11.	Jitendra M. Shah - HUF	AADHS0449G
12.	Sanjay J. Shah - HUF	AAFHS6079C
13.	Shimoni S. Shah	BCNPS3115A
14.	Archana Mukesh Parekh	AGNPP2265K
15.	Mukesh Parekh	AAFPP9715L
16.	Foram Bhavesh Gandhi	BFMPS4035R
17.	Dhimant Himatlal Shah	AAJPS8256P



18.	Rajesh Himmatlal Shah	AAJPS9800P
19.	Sanket Rajeshkumar Shah	CMFPS8479E
20.	Across Broking Pvt Ltd.	AAGCA8645J
21.	Harshal Ramnik Vira	ABTPV5283G
22.	Bhaves Gandhi	AKBPG4777D
23.	Abhijeet Nandkumar Jain	AAJPF0833B
24.	Ketan Bharat Parekh	AABPP1483F
25.	Rutul Rajeshbhai Shah	EDOPS7385P
26.	Mukesh Jain	ADFPJ8088D
27.	Rahul Doshi	ALCPD0859K

In the matter of Front Running Trading activity of Dealers of Reliance Securities Ltd. and other connected entities

Background

1. Securities and Exchange Board of India's ("SEBI") alert system had generated front running alerts for the months of December, 2019 and January, 2020 against Ms. Meena Ramniklal Vira, suspected to be front running the trades of Tata Absolute Return Fund, a scheme of Tata AIF, a SEBI registered Alternative Investment Fund ("Big Client / BC").
2. Based on the aforesaid alert, SEBI conducted a preliminary examination for the period December 1, 2019 to April 15, 2020 ("Examination Period") to look into the possible violations of provisions of Securities and Exchange Board of India Act, 1992 ("SEBI Act") and various regulations framed thereunder including SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to Securities Market) Regulations, 2003 ("PFUTP Regulations") by certain connected entities including Ms. Meena Ramniklal Vira.

SEBI's Examination

3. SEBI's preliminary examination brought out the following:



- 3.1. Tata Absolute Return Fund- scheme of Tata AIF is an arbitrage fund and has majorly traded in the derivative segment of the market. It is observed that around 99% of trades of the Big Client in value terms were executed through their broker, Reliance Securities Ltd. ("RSL").
- 3.2. At RSL, the Big Client was placing orders through 4 Dealers. Out of the said 4 Dealers of RSL, following 3 Dealers namely, Mr. Harshal Ramnik Vira (Chief Dealer of RSL), Mr. Bhavesh Gandhi (Senior Dealer of RSL) and Mr. Abhijeet Nandkumar Jain (Deputy Dealer of RSL) were found to be connected with certain other entities, who were *prima facie* observed to have traded depending on the impending orders of the Big Client. Subsequently, these connected entities squared off their positions when the orders of the Big Client were placed in the market. Thus, they were able to generate substantial proceeds for themselves by placing orders in anticipation of the price movement of scrips on account of large buy / sell orders of the Big Client.
- 3.3. The aforesaid entities have traded on numerous occasions during different time periods during the Examination Period.

Consideration and Prima Facie Findings

4. I have perused the findings of the examination conducted by SEBI and other materials available on record. On a perusal of the same, the following issues arise for consideration:
- 4.1. *Whether Mr. Harshal Ramnik Vira, Mr. Bhavesh Gandhi, Mr. Abhijeet Nandkumar Jain, Dealers at RSL were privy to the non - public information with respect to the trading of the Big Client?*
- 4.2. *Whether there exists a relationship / connection between the Dealers at RSL and the other entities involved in the matter under consideration?*
- 4.3. *Whether the trades executed in the trading accounts of the connected entities had 'front run' the orders of the Big Client?*
- 4.4. *If the answer to the aforesaid question is in affirmative, who all are responsible / liable for the front running activity and what are the relevant provisions of SEBI Rules and Regulations that have been violated by them?*
- 4.5. *What directions, if any, should be issued in the matter under consideration?*
5. Before proceeding further, I would like to refer to the definition of 'front running'.

Hon'ble Supreme Court of India while adjudicating the appeal in the matter of *SEBI vs. Shri Kanaiyalal Baldevbhai Patel and Ors.* dated September 20, 2017, 2012, referred to the same and observed as follows:

"As per the Major Law Lexicon by P Ramanatha Aiyar (4th Edition 2010), 'front running' is defined as under:

Front running - Buying or selling securities ahead of a large order so as to benefit from the subsequent price move.

This denotes persons dealing in the market, knowing that a large transaction will take place in the near future and that parties are likely to move in their favour.

The illegal private trading by a broker or market-maker who has prior knowledge of a forthcoming large movement in prices. (Investment)

The Black's Law Dictionary (Ninth Edition) defines the term 'front running' as under:

Front running, n. Securities. A broker's or analyst's use of nonpublic information to acquire securities or enter into options or futures contracts for his or her own benefit, knowing that when the information becomes public, the price of the securities will change in a predictable manner. This practice is illegal. Front-running can occur in many ways. For example, a broker or analyst who works for a brokerage firm may buy shares in a company that the firm is about to recommend as a strong buy or in which the firm is planning to buy a large block of shares.

Nancy Folbre – In the world of financial trading, a front-runner is someone who gains an unfair advantage with inside information.

SEBI has defined front-running in one of its circular (CIR/EFD/1/2012 dated May 25, 2012) in the following manner-

Front-running; for the purpose of this circular, front running means usage of non-public information to directly or indirectly, buy or sell securities or enter into options or futures contracts, in advance of a substantial order, on an impending transaction, in the same or related securities or futures or options contracts, in anticipation that when the information becomes public; the price of such securities or contracts may change."

6. With respect to the forms of front running, the Hon'ble Supreme Court of India, further observed as follows:

"...It comprises of at least three forms of conduct. They are: (1) trading by third parties who are tipped on an impending block trade ("tippee" trading); (2) transactions in

which the owner or purchaser of the block trade himself engages in the offsetting futures or options transaction as a means of "hedging" against price fluctuations caused by the block transaction ("self-front-running"); and (3) transactions where a intermediary with knowledge of an impending customer block order trades ahead of that order for the intermediary's own profit ("trading ahead")..."

7. From the above, it is observed that the following factors are used to classify trading activity as front running:
 - 7.1. The information regarding a substantial order (Big Client's order) in a particular security, is not publicly available;
 - 7.2. The order by the alleged Front Runner ("**FR Order**") in securities was placed (directly or indirectly) in advance of the Big Client order, while in possession of the aforesaid non-public information. By market practice, orders above the minimum lot size (particularly for large orders) are often placed in smaller tranches so as to have minimum impact on the price, the alleged Front Runner can gain from placing his order(s) at any time before the last tranche of the Big Client's order. In other words, all the tranches of the order of the first leg placed by the alleged Front Runner that have been placed on or before the time of last tranche of the order placed by the Big Client, would qualify as front running transactions. However, any tranche of the order placed by the alleged Front Runner subsequent to the last tranche of the order of the Big Client will be excluded from being qualified as a front running trade.
8. The act of placing orders using pre-existing knowledge of non-public information regarding a large transaction that can potentially change the price of a security ("**front running behaviour**") can be executed in the following ways for gaining economic advantage:
 - 8.1. Buy-Buy-Sell ("**BBS**") – In this type of front running behaviour, the alleged Front Runner, by using the non-public information regarding an impending Buy order of the Big Client, places his Buy order before the last tranche of the Big Client's Buy order. As and when the Buy order of the Big Client gets executed, the price of the security rises and the alleged Front Runner Sells the securities bought earlier, at the raised price, thereby pocketing the difference between the new raised price of the security which is established during / post Big Client's Buy trades and the price at



which he had bought his securities. This pattern of front running is thus labelled as BBS denoting Buy by the alleged Front Runner, Buy by the Big Client, Sell by the alleged Front Runner.

- 8.2. Sell-Sell-Buy ("SSB") - In this type of front running behaviour, the alleged Front Runner by using the non-public information regarding an impending Sell order of the Big Client, places his Sell orders before the last tranche of the Big Client's Sell order. As and when the Sell order of the Big Client gets executed, the price of the security falls which gives an opportunity to the alleged Front Runner to buy back the securities at a lower price to meet his obligations which he had created earlier by selling securities. Thus, he pockets the difference between the price at which he had sold his securities and the new lower price which is established during / post Big Client's Sell trades. This pattern of front running is thus labelled as SSB denoting Sell by the alleged Front Runner, Sell by the Big Client, Buy by the alleged Front Runner.
9. The aforesaid front running behaviour which is executed in the cash segment of the market can be also mirrored in the derivative segment of the market. The alleged Front Runner, in anticipation of the impact of the imminent substantial Buy order of the Big Client, will take a long position i.e., he will buy the securities / contracts and when the price of the contracts has started being impacted by the Big Client order, the alleged Front Runner will exit his position. Similarly, the alleged Front Runner will take a short position i.e., he will sell the securities / contracts, if a substantial Sell order is imminent from the Big Client and will subsequently exit his position, as and when the impact of the Big Client order own prices is felt.
10. I now proceed to deal with the merits of case on a *prima facie* basis.
- Issue No. 1** - *Whether Mr. Harshal Ramnik Vira, Mr. Bhavesh Gandhi, Mr. Abhijeet Nandkumar Jain, Dealers at RSL were privy to the non – public information with respect to the trading of the Big Client?*
11. During the examination period, the Big Client has traded through the following brokers.

Table 1

Big Client	Trading Member Name	% trades executed in value terms
TATA AIF	Reliance Securities Ltd.	98.88

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(Tata Absolute Return Fund)	IDBI Capital Markets & Securities Ltd.	0.70
	Yes Securities (India) Ltd.	0.07
	Asian Markets Securities Pvt. Ltd.	0.16
	Elara Securities (India) Pvt. Ltd.	0.02
	Phillip Capital (India) Pvt. Ltd.	0.17
Total		100.00

It is observed from the above table that almost 99% of trades of the Big Client in value terms were executed through the broker, RSL.

12. Considering around 99% of trades of the Big Client were executed through broker RSL, the organization structure of the said broker was examined in order to determine the officers / individual employees who were aware / involved in placing of trades on behalf of the Big Client. The corporate hierarchical structure of RSL places Mr. Harshal Vira directly under the Head of their Institutional Business in the capacity of Chief Dealer and Chief Manager of RSL. Mr. Bhavesh Gandhi, Senior Manager and Senior Dealer and Mr. Abhijeet Jain, Deputy Manager and Deputy Dealer, report directly to Mr. Harshal Vira.
13. Further, Tata Asset Management Ltd. vide its email dated June 19, 2020 had informed SEBI that orders placed through RSL were placed through the following Dealers:

Table 2

Name of the Dealers of RSL	Dealing Line Number
1. Harshal Vira	
2. Bhavesh Gandhi	30457003
3. Abhijeet Jain	42157003
4. Nilesh Chedda*	26857003

*No evidence was found relating to involvement of Mr. Nilesh Chedda in the *prima facie* front running behavior in the matter under consideration.

14. In view of the above, it is *prima facie* found that Mr. Harshal Vira, Mr. Bhavesh Gandhi and Mr. Abhijeet Jain were privy to the information with respect to the impending orders of the Big Client as they were the Dealers (3 out of 4 Dealers at RSL) on behalf of the Big Client for its trades.
15. I further note that the decision of the Big Client to acquire shares / contracts or sell its shares / contracts, and information about its possible trades, is confidential information of the Big Client. To put it differently, the said information is non-public information. Therefore, it is also *prima facie* further concluded that Mr. Harshal Vira,

Mr. Bhavesh Gandhi and Mr. Abhijeet Jain were in possession of information of the impending orders of the Big Client which was not available in the public domain.

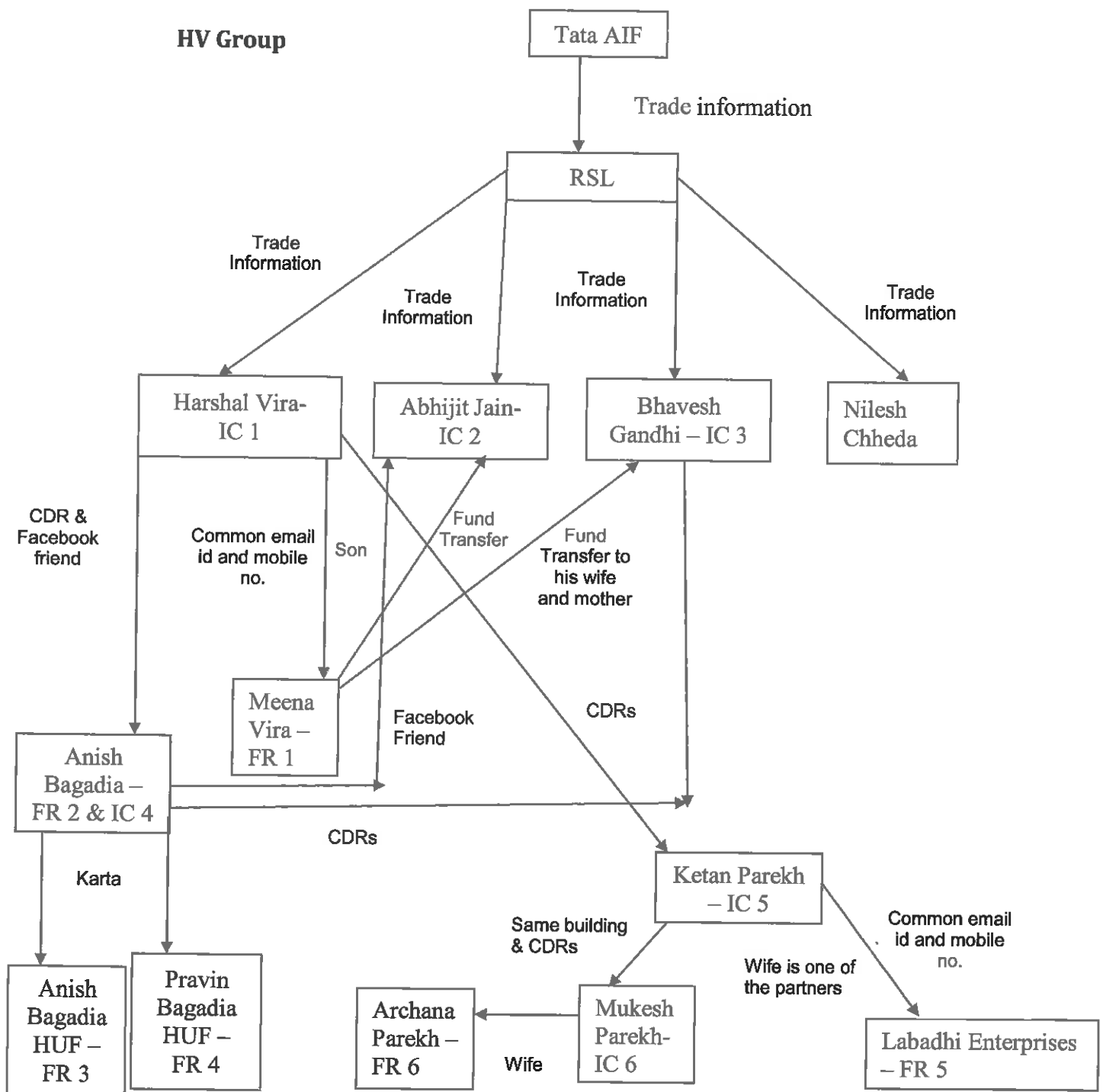
16. Since the aforesaid three Dealers at RSL had *prima facie* access to the non-public information of the Big Client, the said three Dealers at RSL are referred to as "information carriers" ("IC"). Further, as discussed in subsequent paragraphs, other entities also, *prima facie*, came to have, directly or indirectly, the said non-public information of the Big Client and would also be referred to as IC. Moreover, entities from whose trading accounts, *prima facie* front running trades were executed are referred to as "FRs".

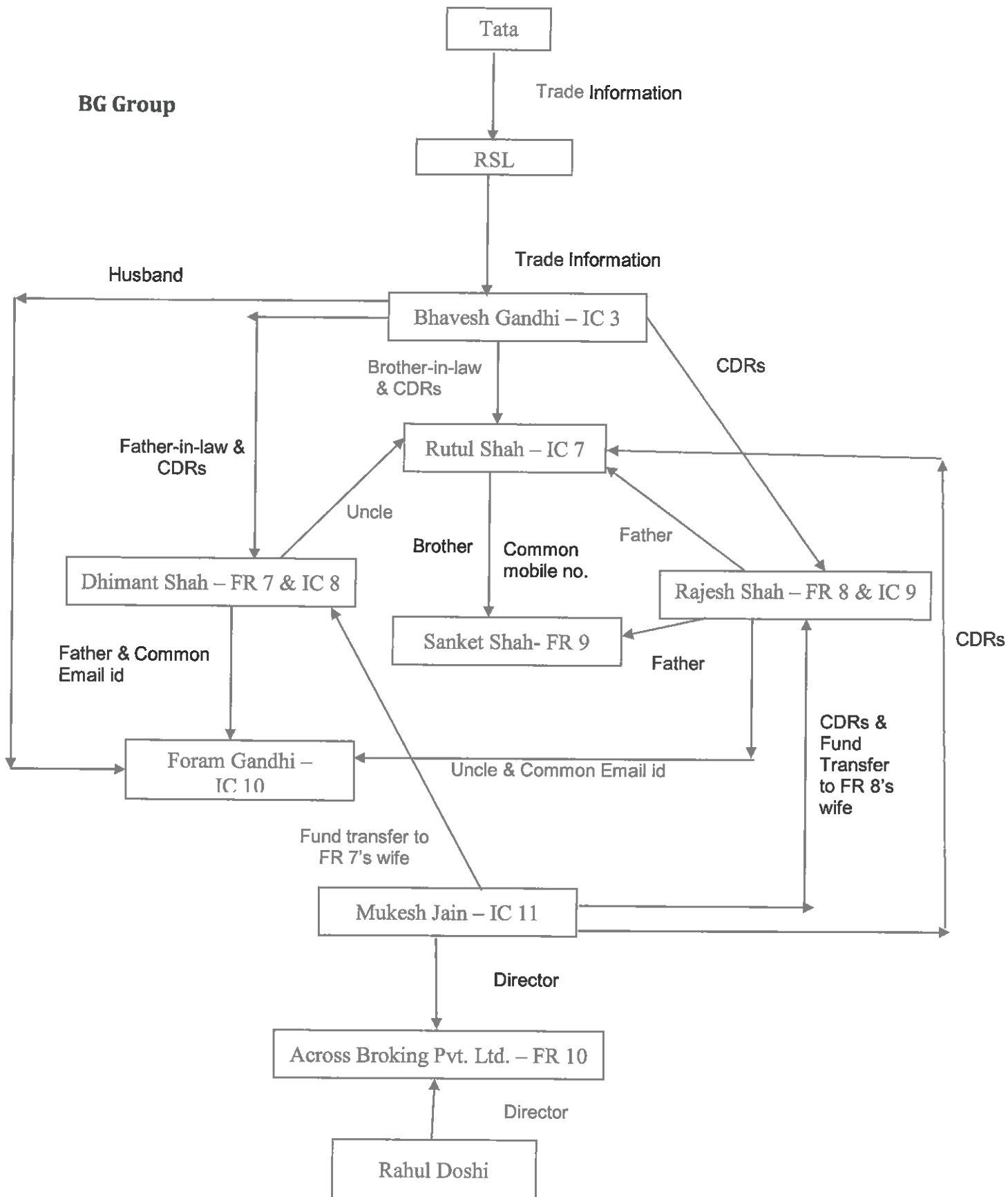
Issue No. 2 - *Whether there exists a relationship / connection between the Dealers at RSL and the other entities involved in the matter under consideration?*

17. I have taken note of the connections, as established during the preliminary examination. Further, I have also taken note of KYC details, Call Data Records ("CDRs"), social media posts and bank statements of the entities. Based on the material available on record, I find that the entities involved in the extant matter can be broadly classified under two distinct groups, namely Harshal Vira Group ("HV Group") and Bhavesh Gandhi Group ("BG Group"), which have been depicted pictorially, as under, while the table of connection is given as **Annexure A**:

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19. In view of the above discussion, it is *prima facie* established that the entities in the HV Group and BG Group are connected amongst each other as shown in the above diagrams within their respective groups, with Mr. Bhavesh Gandhi being common to both groups. The subsequent paragraphs would demonstrate how the entities belonging to the said groups at different time periods during the Examination Period have *prima facie* employed a scheme wherein each entity has played his / her role to 'front run' the orders of the Big Client.

Issue No. 3 - *Whether the trades executed in the trading accounts of the connected entities had 'front run' the orders of the Big Client?*

20. I now proceed to examine the trading behaviour of the connected entities. As noted in the preceding paragraphs, there are two groups, HV Group and BG Group. In the said groups, *prima facie*, front running trades were executed from the trading accounts of 10 entities. The same has been examined below, on the following two criterion:

20.1. Access to non-public information i.e., the registered owners or entities who had access to the said trading account had, *prima facie*, access to the non-public information of the Big Client.

20.2. The pattern and particulars of the trades executed from the respective trading accounts whether they follow the BBS or SSB pattern.

HV Group

21. During the examination period, *prima facie* front running trades were executed from the trading accounts of entities belonging to HV Group namely, Ms. Meena Ramniklal Vira, Mr. Anish Pravin Bagadia, Anish Pravin Bagadia HUF, Pravin Durlabhji Bagadia HUF, Labdhi Enterprises and Ms. Archana Mukesh Parekh ("FRs 1 to 6" respectively) between December 1, 2019 to February 5, 2020.

22. The gist of the trades executed from the trading accounts of FRs 1 to 6 depicting *prima facie* front running behaviour during the period December 1, 2019 to February 5, 2020 is given below:

Table 3

Front Runners (A)	Equity Segment				Equity Derivative Segment			
	Calendar days traded (B)	No of instances (C)	Gross Traded Value (Rs. in lakh) (D)	Avg. per instance Gross Traded Value (Rs. in lakh) (E) = D/C	Calendar days traded (F)	No of instances (G)	Gross Traded Value (Rs. in lakh) (H)	Avg. per instance Gross Traded Value (Rs. in lakh) (I) = H/G
FR 1	4	4	326.05	81.51	53	415	58427.47	140.79
FR 2	19	22	135.41	6.15	35	224	4438.27	19.81
FR 3	0	0	0.00	0.00	7	30	2628.66	87.62
FR 4	0	0	0.00	0.00	14	173	8418.04	48.66
FR 5	3	8	66.97	8.37	14	116	16570.51	142.85
FR 6	0	0	0.00	0.00	13	246	49243.19	200.18

23. The *prima facie* front running trades executed from the trading accounts of FRs 1 to 6 have been explained below with the help of an illustrative trade depicting the front running behavior while only the trades which were common with the Big Client i.e., showing BBS or SSB pattern and have earned a positive square off of Re. 1 or more, is placed at **Annexure B**:

23.1. FR 1- Ms. Meena Ramniklal Vira

Before proceeding further, it will be relevant to examine whether individual(s) other than FR 1 had access to her trading account. In this regard, the following *prima facie* circumstances show that Mr. Harshal Vira had access to FR 1's trading account:

23.1.1. He is the son of FR 1. Thus, there exist familial relationship between them.

23.1.2. LFC Securities Ltd. ("LFC"), the broker for FR 1's trades, in its reply dated February 6, 2020 to NSE has informed that Mr. Harshal Vira and Mr. Amar Vira had placed the orders for FR1, mother of Mr. Harshal Vira. However, on February 11, 2020, LFC has provided the order confirmation sheets to NSE, for orders of FR 1 in which the order placing person was mentioned as Mr. Amar Vira (brother of Mr. Harshal Vira). The following circumstances, *prima facie* show that the response of LFC on February 11, 2020, is an afterthought and Mr. Harshal Vira had access to FR 1's trading account:

23.1.2.1.1. The trade confirmation receipts from Exchanges were being received on the mobile number, which is registered in the name of Mr. Harshal Vira as per the KYC obtained from the mobile service provider – Airtel.

23.1.2.1.2. The email registered for the purpose of receiving contract notes is prathamddd@gmail.com which is also common to trading accounts registered in the name of Mr. Harshal Vira.

23.1.3. Access to non-public information – It has been noted in preceding paragraphs that Mr. Harshal Vira was privy to the non-public information of the Big Client i.e., he is *prima facie* an IC. Further, in subsequent paragraphs, it has been shown that the trades executed from the trading account of FR 1 have followed a BBS or SSB pattern around the orders of the Big Client which as noted from the order log trade log of FR 1 was done consistently during the Examination Period. The aforesaid factors when seen along with the pre-examination trading activity of FR 1, her common scrip days / contract days with the Big Client and proceeds generated by her trading during the Examination period, leads to a reasonable inference that since Mr. Harshal Vira had access to the trading account of FR 1, the orders placed from the trading account of FR 1 *prima facie* had the undue advantage of access to the non-public information of the Big Client.

23.1.4. Particulars and pattern of trading - On January 20, 2020, a buy order for 17,000 securities of Ujjivan Financial Services Ltd. (“Ujjivan”) was placed from the trading account of FR 1 at 12:32:22 pm just prior to the 3 impending buy orders of the Big Client for 85,000 securities of Ujjivan, which were placed between 12:32:38 pm and 12:32:43 pm. As soon as the Big Client started buying, a sell order was put for 17,000 securities at 12:33:19 pm from the trading account of FR 1 to square off the trade. The sell order of FR 1 matched with buy orders of the Big Client for 100% of the quantity. The particulars of the orders and their average trade price is shown in the table below:

Buy/Sell Client Name	Buy/Sell Order No	Buy/Sell Order Time	Buy/Sell Order Orig Vol	Buy/Sell Order Limit Price	Trade Time	Avg of Trade Price	Trade Qty	Match Qty with BC
FR 1 Buy	1500000021486000	12:32:22	17000	335	12:32:22	335.00	17000	
BC Buy	1500000021508695	12:32:38	34000	337	12:33:33	336.95	34000	
	1500000021513494	12:32:41	34000	337	12:33:31	336.62	34000	
	1500000021516094	12:32:43	17000	337	12:33:28	336.03	17000	
FR 1 Sell	1500000021566429	12:33:19	17000	336.9	12:33:31	336.90	3400	3400
					12:33:33	336.90	13600	13600

23.1.4.1. The above illustration shows that both legs of the intra-day trading activity executed from the trading account of FR 1 are designed to follow a BBS pattern with respect to the impending buy orders of the Big Client. In other words, the order for the first leg of the intra-day trade (the front running leg) gets placed from the trading account of FR 1 just prior to the impending buy orders of the Big Client and the second leg of the intra-day trade (squaring off of trade) is set in motion by placing the order just after the last tranche of the buy order of the Big Client.

23.1.5. Thus, from the aforesaid, it is *prima facie* established that the first leg of the intra-day trades, order for which were placed before the impending orders of the Big Client or the last tranche of the order of the Big Client, are the trades executed from the trading account of FR 1 which have 'front run' the orders of the Big Client. The said trades have *prima facie* followed either a BBS pattern or SSB pattern. All the trades of FR 1 which were common with the Big Client i.e., showing BBS or SSB pattern and have earned a positive square off Re 1 or more, is placed at **Annexure B**.

23.2. FRs 2, 3, 4 - Mr. Anish Pravin Bagadia, Anish Pravin Bagadia HUF, Pravin Durlabhji Bagadia HUF

It is observed from the records that Mr. Anish Pravin Bagadia is the Karta of FRs 3 and 4. Further, from the reply of LFC, it is observed that he was the individual who was placing the orders, "in-person", for the trades which were being executed from the trading accounts of FRs 3 and 4. Thus, it is *prima facie* concluded that he was operating all the three trading accounts.

mpb.



23.2.1. Access to non-public information – It is observed from the particulars of CDRs that Mr. Anish Bagadia was in constant communication with Mr. Harshal Vira during the Examination Period. Further, calls were also made by Mr. Anish Bagadia to the dealing line of RSL. From the particulars of the CDRs between Mr. Harshal Vira and Mr. Anish Bagadia, it is noted that during the Examination Period, the frequency of calls between them had increased. Moreover, the calls to dealing line of RSL from Mr. Anish Bagadia had also increased. The details are as follows:

Table 5

S. No	Entity (A)	Entity (B)	Pre Examination Period(01/08/2019-30/11/2019)				Examination Period (01/12/2019-05/02/2020)			
			A to B		B to A		A to B		B to A	
			No of calls	Duration in Seconds	No of calls	Duration in Seconds	No of calls	Duration in Seconds	No of calls	Duration in Seconds
1	Harshal Vira (9323393427)	Anish Bagadia (9920422775)	17	9125	7	2297	65	8598	52	8128
2	Anish Bagadia (9920422775)	RSL (02230457003)	1	26	0	0	6	184	0	0
3	Anish Bagadia (9920422775)	Reliance Securities (02230457003)	1	26	0	0	6	184	0	0

Further, Mr. Harshal Vira and Mr. Anish Bagadia appear as friends in each other's Facebook profile. Moreover, he was also in regular communication (5 calls; 238 seconds) with Mr. Bhavesh Gandhi, Senior Dealer at RSL during the Examination Period, who was also privy to the non-public information of the Big Client. Thus, he is *prima facie* an IC. Further, in subsequent paragraphs, it has been shown that the trades executed from the trading accounts of FRs 2 to 4, have followed a BBS or SSB pattern around the orders of the Big Client which as noted from the order log trade logs of FRs 2 to 4, was done consistently during the Examination Period. The aforesaid factors when seen along with the pre-examination trading activity of FRs 2 to 4, their common scrip days / contract days with the Big Client and proceeds generated by

mpb.



their trading during the Examination period, leads to a reasonable inference that Mr. Anish Pravin Bagadia had *prima facie* access to the non-public information of the Big Client.

23.2.2. Particulars and pattern of trading

23.2.2.1. FR 2 - On January 9, 2020, 2 buy orders for 1,600 securities of Balkrishna Industries Ltd. ("**Balkrishna**") were placed from the trading account of FR 2 between 13:28:22 hours and 13:28:42 hours, just prior to the impending buy order of the Big Client for 32,000 securities of Balkrishna, which was placed at 13:29:44 hours. The moment the Big Client had placed the buy order, a sell order was put for 1,600 securities at the same time i.e., 13:29:44 hours, from the trading account of FR 2 to square off the trade. The particulars of the orders and their average trade price is shown in the table below:

Instance – FR 2 – BBS

Table 6

Buy/Sell Client Name	Buy/Sell Order No	Buy/Sell Order Time	Buy/Sell Order Orig Vol	Buy/Sell Order Limit Price	Trade Time	Avg of Trade Price	Trade Qty	Match Qty with BC
FR 2 Buy	1200000017826651	13:28:22	800	1031	13:28:22	1030.85	800	
	1200000017846347	13:28:42	800	1032	13:28:42	1031.55	800	
BC Buy	1200000017908676	13:29:44	32000	1033	13:29:44	1032.28	32000	
FR 2 Sell	1200000017909232	13:29:44	1600	1032	13:30:10	1032.00	1600	0

23.2.2.2. The above illustration shows that both legs of the intra-day trading activity executed from the trading account of FR 2 are designed to follow a BBS pattern with respect to the impending buy order of the Big Client.

23.2.2.3. FR 3 - On January 9, 2020, a buy order for 4,800 securities of Balkrishna was placed from the trading account of FR 3 between at 9:58:11 am, just prior to the impending buy order of the Big Client for 16,000 securities of Balkrishna, which was placed at 9:58:25 am. When the Big Client had placed the buy order for 16,000 securities at 9:58:25 am, the second leg of intra-day trade from the trading account of FR 3 was already set in motion as the sell order had been placed at 9:58:18 am from the trading account of FR 3 to square off its trades, just prior to the placement of the buy order by the Big Client. 100% of the sell order

mpb



of FR 3 got matched with the Big Client. The particulars of the orders and their average trade price is shown in the table below:

Instance – FR 3 – BBS

Table 7

Buy/Sell Client Name	Buy/Sell Order No	Buy/Sell Order Time	Buy/Sell Order Orig Vol	Buy/Sell Order Limit Price	Trade Time	Avg of Trade Price	Trade Qty	Match Qty with BC
FR 3 Buy	1200000004433528	9:58:11	4800	1017	09:58:11	1016.96	4800	
BC Buy	1200000004454707	9:58:25	16000	1019	09:58:25	1018.19	16000	
FR 3 Sell	1200000004443595	9:58:18	4800	1018.8	09:58:25	1018.80	4800	4800

23.2.2.4. The above illustration shows that both legs of the intra-day trading activity executed from the trading account of FR 3 are designed to follow a BBS pattern with respect to the impending buy order of the Big Client.

23.2.2.5. FR 4 - On January 20, 2020, 2 buy orders for 3,400 securities of Ujjivan was placed from the trading account of FR 4 between 12:32:28 pm and 12:32:43 pm just prior to the 3 impending buy orders of the Big Client for 85,000 securities of Ujjivan, which were placed between 12:32:38 pm and 12:32:43 pm. As soon as the Big Client started buying, a sell order was put for 3,400 securities at 12:33:28 pm from the trading account of FR 4 to square off the trade. The sell order of FR 4 matched with buy orders of the Big Client for 100% of the quantity. The particulars of the orders and their average trade price is shown in the table below:

Instance – FR 4 – BBS

Table 8

Buy/Sell Client Name	Buy/Sell Order No	Buy/Sell Order Time	Buy/Sell Order Orig Vol	Buy/Sell Order Limit Price	Trade Time	Avg of Trade Price	Trade Qty	Match Qty with BC
FR 4 Buy	1500000021494093	12:32:28	1700	336	12:32:28	335.15	1700	
	1500000021515120	12:32:43	1700	336	12:32:43	335.65	1700	
BC Buy	1500000021508695	12:32:38	34000	337	12:33:33	336.95	34000	
	1500000021513494	12:32:41	34000	337	12:33:31	336.62	34000	
	1500000021516094	12:32:43	17000	337	12:33:28	336.03	17000	
FR 4 Sell	1500000021577132	12:33:28	3400	336.7	12:33:31	336.70	3400	3400



23.2.2.6. The above illustration shows that both legs of the intra-day trading activity executed from the trading account of FR 4 are designed to follow a BBS pattern with respect to the impending buy orders of the Big Client.

23.2.3. Thus, from the aforesaid, it is *prima facie* established that the first leg of the intra-day trades, order for which were placed before the impending orders of the Big Client or the last tranche of the order of the Big Client, are the trades executed from the trading accounts of FRs 2, 3 and 4 which have 'front run' the orders of the Big Client. The said trades have *prima facie* followed either a BBS pattern or SSB pattern. All the trades of FRs 2, 3 and 4 which were common with the Big Client i.e., showing BBS or SSB pattern and have earned a positive square off Re 1 or more, is placed at **Annexure B**.

23.3. FR 5 - Labdhi Enterprises

It is noted from the records that one of the partners of FR 5 namely, Ms. Falguni Ketan Parekh is the wife of Mr. Ketan Parekh. Further, the following circumstances *prima facie* show that Mr. Ketan Parekh had access to the trading account of FR 5:

23.3.1.1. FR 5 has a common email id (ketanp@labdhi.in) and mobile number (9619643939) with Mr. Ketan Parekh and is a group company of Labdhi Group. Mr. Ketan Parekh is the Director of LFC for the past 11 years, which is also a part of Labdhi Group.

23.3.1.2. The trade confirmation for the trades executed from the trading account of FR 5, is also being sent to the email id, ketanp@labdhi.in and to mobile number (9619643939) which pertains to Mr. Ketan Parekh.

23.3.1.3. The order from the trading account of FR 5 was placed from the CTCL terminal of LFC, where, as noted earlier, Mr. Ketan Parekh is a Director for 11 years.

23.3.2. Access to non-public information - It is observed from the CDR that Mr. Ketan Parekh who was not in communication with Mr. Harshal Vira - Chief Dealer at RSL during pre - Examination Period, is in communication (3 calls; 1189 seconds) with him during the Examination Period who as noted in preceding paragraph had *prima facie* access to the non-public information of the Big Client. Thus, Mr. Ketan Parekh is *prima facie* an IC. Further, in

mpb.



subsequent paragraphs, it has been shown that the trades executed from the trading account of FR 5 have followed a BBS or SSB pattern around the orders of the Big Client which as noted from the order log trade log of FR 5 was done consistently during the Examination Period. The aforesaid factors when seen along with the pre-examination trading activity of FR 5, its common scrip days / contract days with the Big Client and proceeds generated by FR 5 trades during the Examination period, leads to a reasonable inference that since Mr. Ketan Parekh had access to the trading account of FR 5, the orders placed from the trading account of FR 5 *prima facie* had the undue advantage of access to the non-public information of the Big Client.

23.3.3. Particulars and pattern of trading – On January 20, 2020, a sell order for 17,000 securities of Ujjivan was placed from the trading account of FR 5 at 9:52:39 am just prior to the impending sell order of the Big Client for 51,000 securities of Ujjivan, which was placed at 9:52:54 am. When the Big Client had placed the sell order for 51,000 securities at 9:52:54 am, the second leg of intra-day trade from the trading account of FR 5 was already set in motion as the buy order had been placed just prior to the placement of the sell order by the Big Client at 9:52:51 am, to square off the trades. The buy order of FR 5 matched with sell order of the Big Client for 100% of the quantity. The particulars of the orders and their average trade price is shown in the table below:

Instance – FR 5 – SSB

Table 9

Buy/Sell Client Name	Buy/Sell Order No	Buy/Sell Order Time	Buy/Sell Order Orig Vol	Buy/Sell Order Limit Price	Trade Time	Avg of Trade Price	Trade Qty	Match Qty with BC
FR 5 Sell	1500000006349721	9:52:39	17000	335	09:52:39	335.20	17000	
BC Sell	1500000006379580	9:52:54	51000	334	09:52:54	334.18	51000	
FR 5 Buy	1500000006373358	9:52:51	17000	334.1	09:52:54	334.10	17000	17000

23.3.3.1. The above illustration shows that both legs of the intra-day trading activity executed from the trading account of FR 5 are designed to follow a SSB pattern with respect to the impending sell order of the Big Client.



23.3.4. Thus, from the aforesaid, it is *prima facie* established that the first leg of the intra-day trades, order for which were placed before the impending orders of the Big Client or the last tranche of the order of the Big Client, are the trades executed from the trading account of FR 5 which have 'front run' the orders of the Big Client. The said trades have *prima facie* followed either a BBS pattern or SSB pattern. All the trades of FR 5 which were common with the Big Client i.e., showing BBS or SSB pattern and have earned a positive square off Re 1 or more, is placed at **Annexure B**.

23.4. Ms. Archana Mukesh Parekh – FR 6

With respect to trades executed from the trading account of FR 6, it is observed from the reply of its broker, LFC that the orders were placed by Mr. Mukesh Parekh, her authorised representative and her husband.

23.4.1. Access to non-public information - It is observed from the CDRs that Mr. Mukesh Parekh was in regular communication with Mr. Ketan Parekh, who has been in regular connection with Mr. Harshal Vira – Chief Dealer at RSL as reflected in CDRs. It is noted from the particulars of CDRs that the frequency of calls from Mr. Mukesh Parekh to Mr. Ketan Parekh had almost doubled during the Examination Period. Thus, Mr. Mukesh Parekh *prima facie* an IC. Further, in subsequent paragraphs, it has been shown that the trades executed from the trading account of FR 6 have followed a BBS or SSB pattern around the orders of the Big Client which as noted from the order log trade log of FR 6 was done consistently during the Examination Period. The aforesaid factors when seen along with the pre-examination trading activity of FR 6, her common scrip days / contract days with the Big Client and proceeds generated by her trading during the Examination period, leads to a reasonable inference that since Mr. Mukesh Parekh had access to the trading account of FR 6, the orders placed from the trading account of FR 6 *prima facie* had the undue advantage of access to the non-public information of the Big Client.

Table 10

Entity (A)	Entity (B)	Pre Examination Period(01/08/2019-30/11/2019)		Examination Period (01/12/2019-05/02/2020)	
		A to B	B to A	A to B	B to A

mpb.



		No of calls	Duration in Seconds	No of calls	Duration in Seconds	No of calls	Duration in Seconds	No of calls	Duration in Seconds
Ketan Bharat Parekh (9619643939)	Mukesh Parekh (9821035125)	7	365	5	388	1	19	9	469

23.4.2. Particulars and pattern of trading – On January 20, 2020, a buy order for 17,000 securities of Ujjivan was placed from the trading account of FR 6 at 12:32:38 pm, just prior to the impending buy orders of the Big Client for 85,000 securities which were placed between 12:32:38 pm and 12:32:43 pm. As soon as the Big Client started buying, sell order was put for 17,000 securities at 12:33:25 pm from the trading account of FR 6 to square off the trades. The sell order of FR 6 has matched with buy order of the Big Client for 100% of the quantity. The particulars of the orders and their average trade price is shown in the table below:

Instance – FR 6 – BBS

Table 11

Buy/Sell Client Name	Buy/Sell Order No	Buy/Sell Order Time	Buy/Sell Order Orig Vol	Buy/Sell Order Limit Price	Trade Time	Avg of Trade Price	Trade Qty	Match Qty with BC
FR 6 Buy	1500000021508494	12:32:38	17000	335.5	12:32:38	335.38	17000	
BC Buy	1500000021508695	12:32:38	34000	337	12:33:33	336.95	34000	
	1500000021513494	12:32:41	34000	337	12:33:31	336.62	34000	
	1500000021516094	12:32:43	17000	337	12:33:28	336.03	17000	
FR 6 Sell	1500000021573087	12:33:25	17000	336.9	12:33:33	336.90	17000	17000

23.4.2.1. The above illustration shows that both legs of the intra-day trading activity executed from the trading account of FR 6 are designed to follow a BBS pattern with respect to the impending buy orders of the Big Client.

23.4.3. Thus, from the aforesaid, it is *prima facie* established that the first leg of the intra-day trades, orders for which were placed before the impending orders of the Big Client or the last tranche of the order of the Big Client, are the trades executed from the trading account of FR 6 which have 'front run' the orders of the Big Client. The said trades have *prima facie* followed either a BBS pattern or SSB pattern. All the trades of FR 6 which were common with the Big Client i.e., showing BBS or SSB pattern and have earned a positive square off Re 1 or more, is placed at **Annexure B**.

BG Group

24. During the Examination Period, *prima facie* front running trades were executed from the trading accounts of entities belonging to BG Group namely, Mr. Dhimant Himatlal Shah, Mr. Rajesh Himmatlal Shah, Mr. Sanket Rajeshkumar Shah and Across Broking Pvt. Ltd. ("FRs 7 to 10" respectively) between February 1, 2020 to April 15, 2020.

25. The gist of the trades executed from the trading accounts of FRs 7 to 9 depicting *prima facie* front running behaviour during the period February 1, 2020 to April 15, 2020 is given below while the gist for FR 10 is for the period March 16, 2020 to April 15, 2020:

Table 12

Front Runners (A)	Equity Segment				Equity Derivative Segment			
	Calendar days traded (B)	No of instances (C)	Gross Traded Value (Rs. in lakh) (D)	Avg. per instance Gross Traded Value (Rs. in lakh) (E) = D/C	Calendar days traded (F)	No of instances (G)	Gross Traded Value (Rs. in lakh) (H)	Avg. per instance Gross Traded Value (Rs. in lakh) (I) = H/G
FR 7	2	2	1.68	0.84	39	502	89055.85	2283.48
FR 8	0	0	0.00	0.00	18	58	7888.31	438.24
FR 9	0	0	0.00	0.00	2	19	2547.83	134.09
FR 10	-	-	-	-	15	230	59167.75	257.25

26. The *prima facie* front running trades executed from the trading accounts of FRs 7 to 10 have been explained below with the help of an illustrative trade depicting the front running behaviour while only the trades which were common with the Big Client i.e., showing BBS or SSB pattern and have earned a positive square off of Re. 1 or more, is placed at **Annexure B**:

26.1. FR 7 - Mr. Dhimant Himatlal Shah

With respect to trades executed from the trading account of FR 7, it is observed from the reply of his broker, SMC Global Securities Ltd. that FR 7 has placed the orders by personally visiting authorised person's office. The said submission of the broker is not acceptable. The reason for it being that on the basis of preponderance of probability, post March 24, 2020 when nationwide lock down was imposed due to coronavirus pandemic, the likelihood of FR 7 to personally

visit his authorized person's office is very low. It is observed that after March 24, 2020, on 8 calendar trading days, orders were placed in the trading account of FR 7 and on all the said days, *prima facie* trades depicting front running behaviour, were executed. The same also leads to a reasonable inference that *prima facie* individuals other than him, had access to his trading account. The same is also corroborated from the fact that the trading receipts / contract notes for the trades executed from his trading account are sent to one of the email ids, foram2478@yahoo.co.in, which is common with Ms. Foram Bhavesh Gandhi, wife of Mr. Bhavesh Gandhi – Senior Dealer at RSL. The very fact that he has not given an exclusive email id for his trading account but has given an email id which belongs to a third person, shows that other than him, Ms. Foram Bhavesh Gandhi, had also access to his trading account. Further, it is also *prima facie* inferred that being the wife of Senior Dealer at RSL, she had access to the non-public information of the Big Client. Thus, she is also *prima facie* an IC. In light of the aforesaid *prima facie* findings, I proceed to examine the criterion of front running activity.

26.1.1.1. Access to non-public information – As per the CDRs, he was in regular communication with Mr. Bhavesh Gandhi, Senior Dealer at RSL during the Examination Period. The details are given below. Thus, he is *prima facie* an IC. Further, the Dealer who was punching the orders for the trades executed from the trading account during the Examination Period, is the nephew of FR 7, who was also in regular communication with Mr. Bhavesh Gandhi (thus, making him *prima facie* an IC) and it has been demonstrated above that there were days during the Examination Period when FR 7 could not have personally visited the office of his authorized representative. Moreover, as noted above, Ms. Foram Bhavesh Gandhi, the wife of Mr. Bhavesh Gandhi, who is *prima facie* an IC, had access to his trading account. The aforesaid shows that all who could access the trading account of FR 7 were *prima facie* privy to the non-public information of the Big Client. Further, in subsequent paragraphs, it has been shown that the trades executed from the trading account of FR 7 have followed a BBS or SSB pattern around the orders



of the Big Client which as noted from the order log trade log of FR 7 was done consistently during the Examination Period. The aforesaid factors when seen along with the pre-examination trading activity of FR 7, his common scrip days / contract days with the Big Client and proceeds generated by his trading during the Examination period, leads to a reasonable inference that since all the aforesaid ICs had access to the trading account of FR 7, the orders placed from the trading account of FR 7 *prima facie* had the undue advantage of access to the non-public information of the Big Client.

Table 13

Entity (A)	Entity (B)	A to B		B to A		Period
		No of calls	Duration in Seconds	No of calls	Duration in Seconds	
Dhimant Shah (9322263667)	Bhaves Gandhi (9969051602)	10	1126	6	359	08/11/2019-05/05/2020
Rutul Shah (9987111681)	Bhaves Gandhi (9969051602)	2	154	3	170	23/11/2019-02/05/2020
Dhimant Shah (9322263667)	Rutul Shah (9987111681)	48	2005	34	1153	14/11/2019-31/05/2020

26.1.2. Particular and pattern of trading - On February 5, 2020, a buy order for 25,000 securities of Cholamandalam Investment and Fin Co Ltd. ("**Cholafin**") was placed from the trading account of FR 7 at 10:50:00 am, just prior to the impending buy orders of the Big Client for 1,12,500 securities which were placed between 10:50:29 am and 10:51:44 am. As soon as the Big Client started buying, sell order was put for 25,000 securities at 10:50:37 am from the trading account of FR 7 to square off the trades. The sell order of FR 7 has matched with buy order of the Big Client for 100% of the quantity. The particulars of the orders and their average trade price is shown in the table below:

Instance - FR 7 - BBS

Table 14

Buy/Sell Client Name	Buy/Sell Order No	Buy/Sell Order Time	Buy/Sell Order Orig. Vol.	Buy/Sell Order Limit Price	Trade Time	Avg of Trade Price	Trade Qty	Match Qty with BC
FR 7 Buy	1200000007883580	10:50:00	25,000	346.5	10:50:00	346.4	25000	



BC Buy	1200000007914850	10:50:29	75,000	348	10:51:32	347.63	75000	
	1200000007926740	10:50:44	12,500	348	10:51:28	346.83	12500	
	1200000007991060	10:51:44	25,000	348	10:51:44	347.76	25000	
FR 7 Sell	1200000007920500	10:50:37	25,000	347.95	10:51:32	347.95	25000	25000

26.1.2.1. The above illustration shows that both legs of the intra-day trading activity executed from the trading account of FR 7 are designed to follow a BBS pattern with respect to the impending buy orders of the Big Client.

26.1.3. Thus, from the aforesaid, it is *prima facie* established that the first leg of the intra-day trades, orders for which were placed before the impending orders of the Big Client or the last tranche of the order of the Big Client, are the trades executed from the trading account of FR 7 which have 'front run' the orders of the Big Client. The said trades have *prima facie* followed either a BBS pattern or SSB pattern. All the trades of FR 7 which were common with the Big Client i.e., showing BBS or SSB pattern and have earned a positive square off Re 1 or more, is placed at **Annexure B**.

26.2. FR 8 - Mr. Rajesh Himmatlal Shah

With respect to trades executed from the trading account of FR 8, it is observed that the trading receipts / contract notes for the trades executed from his trading account are sent to one of the email ids, foram2478@yahoo.co.in, which is common with Ms. Foram Bhavesh Gandhi, wife of Mr. Bhavesh Gandhi – Senior Dealer at RSL. The very fact that he has not given an exclusive email id for his trading account but has given an email id which belongs to a third person, shows that other than him, Ms. Foram Bhavesh Gandhi, had also access to his trading account.

26.2.1. In light of the aforesaid *prima facie* findings, I proceed to examine the criterion of front running activity.

26.2.1.1. Access to non-public information – As per the CDRs, he was in regular communication with Mr. Bhavesh Gandhi, Senior Dealer at RSL during the Examination Period. Thus, he is *prima facie* an IC. The details are given below. Further, the Dealer who was punching the orders for the trades executed from the trading account during the Examination Period, is his son, who was also in regular communication with Mr.



Bhavesh Gandhi. Moreover, the wife of Mr. Bhavesh Gandhi had *prima facie* access to his trading account and to the non-public information of the Big Client. The aforesaid shows that all who could access the trading account of FR 8 were *prima facie* privy to the non-public information of the Big Client. Further, in subsequent paragraphs, it has been shown that the trades executed from the trading account of FR 8 have followed a BBS or SSB pattern around the orders of the Big Client which as noted from the order log trade log of FR 8 was done consistently during the Examination Period. The aforesaid factors when seen along with the pre-examination trading activity of FR 8, his common scrip days / contract days with the Big Client and proceeds generated by his trading during the Examination period, leads to a reasonable inference that since all the aforesaid ICs had access to the trading account of FR 8, the orders placed from the trading account of FR 8 *prima facie* had the undue advantage of access to the non-public information of the Big Client.

Table 15

Entity (A)	Entity (B)	A to B		B to A		Period
		No of calls	Duration in Seconds	No of calls	Duration in Seconds	
Rajesh Shah (9022435975)	Bhavesh Gandhi (9969051602)	8	1823	9	2971	24/01/2020-06/02/2020
Rutul Shah (9987111681)	Bhavesh Gandhi (9969051602)	2	154	3	170	23/11/2019-02/05/2020
Rajesh Shah (9022435975)	Rutul Shah (9987111681)	282	10934	153	7815	01/11/2019-04/06/2020

26.2.2. Particular and pattern of trading - On February 5, 2020, a buy order for 25,000 securities of Cholafin was placed from the trading account of FR 8 at 10:51:22 am, just prior to the impending buy orders of the Big Client for 1,12,500 securities which were placed between 10:50:29 am and 10:51:44 am. As soon as the Big Client started buying, sell order was put for 25,000 securities at 10:51:15 am from the trading account of FR 8 to square off the trades. The sell order of FR 8 has matched with buy order of the Big Client for

100% of the quantity. The particulars of the orders and their average trade price is shown in the table below:

Instance – FR 8 – BBS

Table 16

Buy/Sell Client Name	Buy/Sell Order No	Buy/Sell Order Time	Buy/Sell Order Orig. Vol.	Buy/Sell Order Limit Price	Trade Time	Avg of Trade Price	Trade Qty	Match Qty with BC
FR 8 Buy	1200000007965900	10:51:22	25,000	347	10:51:22	346.45	25000	
BC Buy	1200000007914850	10:50:29	75,000	348	10:51:32	347.63	75000	
	1200000007926740	10:50:44	12,500	348	10:51:28	346.83	12500	
	1200000007991060	10:51:44	25,000	348	10:51:44	347.76	25000	
FR 8 Sell	1200000007961160	10:51:15	25,000	347.95	10:51:32	347.95	10000	10000
					10:51:44	347.95	15000	15000

26.2.2.1. The above illustration shows that both legs of the intra-day trading activity executed from the trading account of FR 8 are designed to follow a BBS pattern with respect to the impending buy orders of the Big Client.

26.2.3. Thus, from the aforesaid, it is *prima facie* established that the first leg of the intra-day trades, orders for which were placed before the impending orders of the Big Client or the last tranche of the order of the Big Client, are the trades executed from the trading account of FR 8 which have 'front run' the orders of the Big Client. The said trades have *prima facie* followed either a BBS pattern or SSB pattern. All the trades of FR 8 which were common with the Big Client i.e., showing BBS or SSB pattern and have earned a positive square off Re 1 or more, is placed at **Annexure B**.

26.3. FR 9 - Mr. Sanket Rajeshkumar Shah

With respect to trades executed from the trading account of FR 9, it is observed that the trade confirmations for the trades executed from his trading account is sent to one of the mobile numbers, which belongs to Mr. Rutul Shah. It can thus, be inferred that the very fact that he has given a mobile number for receiving trade confirmations which does not belong to him, *prima facie* shows that other than him, Mr. Rutul Shah, had also access to his trading account.

26.3.1. In light of the aforesaid *prima facie* findings, I proceed to examine the criterion of front running activity.

26.3.1.1. Access to non-public information – The Dealer, Mr. Rutul Shah who was punching the orders for the trades executed from the trading account during the Examination Period, is his brother, who was in regular communication with Mr. Bhavesh Gandhi, as noted above (he is *prima facie* an IC). Moreover, Mr. Rutul Shah had access to his trading account. Further, in subsequent paragraphs, it has been shown that the trades executed from the trading account of FR 9 have followed a BBS or SSB pattern around the orders of the Big Client which as noted from the order log trade log of FR 9 was done consistently during the Examination Period. The aforesaid factors when seen along with the pre-examination trading activity of FR 9, his common scrip days / contract days with the Big Client and proceeds generated by his trading during the Examination period, leads to a reasonable inference that since Mr. Rutul Shah had access to the trading account of FR 9, the orders placed from the trading account of FR 9 *prima facie* had the undue advantage of access to the non-public information of the Big Client.

26.3.1.2. Particulars and pattern of trading - On March 17, 2020, a sell order for 7,000 securities of United Breweries Limited was placed from the trading account of FR 9 at 11:49:11 am, just prior to the impending sell order of the Big Client for 21,000 securities which was placed at 11:49:38 am. Immediately within the next second of the Big Client placing its order, the second leg of intra-day trade from the trading account of FR 9 was placed at 11:49:39 am for buying 7,000 shares. 100% of the buy order of FR 9 had matched with the Big Client. The particulars of the orders and their average trade price is shown in the table below:

Instance – FR 9 –SSB

Table 17

Buy/Sell Client Name	Buy/Sell Order No	Buy/Sell Order Time	Buy/Sell Order Orig. Vol.	Buy/Sell Order Limit Price	Trade Time	Avg of Trade Price	Trade Qty	Match Qty with BC
FR 9 Sell	1500000021045884	11:49:11	7,000	987.00	11:49:11	987.52	7000	
BC Sell	1500000021110336	11:49:38	21,000	981.00	11:49:51	981.895	21000	



26.3.1.3. The above illustration shows that both legs of the intra-day trading activity executed from the trading account of FR 9 are designed to follow a SSB pattern with respect to the impending sell order of the Big Client.

26.3.2. Thus, from the aforesaid, it is *prima facie* established that the first leg of the intra-day trades, orders for which were placed before the impending orders of the Big Client or the last tranche of the order of the Big Client, are the trades executed from the trading account of FR 9 which have 'front run' the orders of the Big Client. The said trades have *prima facie* followed either a BBS pattern or SSB pattern. All the trades of FR 9 which were common with the Big Client i.e., showing BBS or SSB pattern and have earned a positive square off Re 1 or more, is placed at **Annexure B**.

26.4. FR 10 – Across Broking Pvt. Ltd. ("ABPL")

26.4.1. Access to non-public information - It is observed from the records that Mr. Mukesh Jain is one of the Directors of ABPL. As per CDRs, Mr. Mukesh Jain who was not in communication with Mr. Rutul Shah or his father, Mr. Rajesh Shah, for 4.5 months before trades were executed from the account of FR 10, was in regular communication with Mr. Rutul Shah and his father, Mr. Rajesh Shah during the Examination Period. Both as noted above are *prima facie* ICs. The details are given below. It has been observed earlier that Mr. Rutul Shah and Mr. Rajesh Shah were in regular communication with Mr. Bhavesh Gandhi who was privy to the information of the impending order of the Big Client. Further, in subsequent paragraphs, it has been shown that the trades executed from the trading account of FR 10 have followed a BBS or SSB pattern around the orders of the Big Client which as noted from the order log trade log of FR 10 was done consistently during the Examination Period. The aforesaid factors when seen along with the pre-examination trading activity of FR 10, its common scrip days / contract days with the Big Client and proceeds generated by FR 10's trading during the Examination period, leads to a reasonable inference that since Mr. Mukesh Jain had access to the trading account of FR 10, the orders placed from the trading account of FR 10 *prima*



facie had the undue advantage of access to the non-public information of the Big Client.

Table 18

Entity (A)	Entity (B)	Pre Examination Period(01/11/2019-15/03/2020)				Examination Period (16/03/2020-15/04/2020)			
		A to B		B to A		A to B		B to A	
		No of calls	Duration in Seconds	No of calls	Duration in Seconds	No of calls	Duration in Seconds	No of calls	Duration in Seconds
Mukesh Jain (9820132311)	Rajesh Shah (9022435975)	0	0	0	0	43	8110	70	8956
Mukesh Jain (9820132311)	Rutul Shah (9987111681)	0	0	0	0	5	720	7	354

26.4.2. Particulars and pattern of trading - On March 18, 2020, a sell order for 22,000 securities of Indraprastha Gas Ltd. was placed from the trading account of FR 10 at 14:00:54 hours, just prior to the impending sell order of the Big Client for 55,000 securities which was placed at 14:01:04 hours. Immediately before the Big Client's order (few seconds prior), the second leg of intra-day trade from the trading account of FR 10 was placed at 14:01:01 hours, for buying 22,000 securities. 100% of the buy order of FR 10 had matched with the Big Client. The particulars of the orders and their average trade price is shown in the table below:

Instance – FR 10 – SSB

Table 19

Buy/Sell Client Name	Buy/Sell Order No	Buy/Sell Order Time	Buy/Sell Order Orig. Vol.	Buy/Sell Order Limit Price	Trade Time	Avg of Trade Price	Trade Qty	Match Qty with BC
FR 10 – Sell	1300000035848401	14:00:54	22,000	336.00	14:00:54	336.12	22000	
BC – Sell	1300000035870618	14:01:04	55,000	334.00	14:01:04	334.52	55000	
FR 10 – Buy	1300000035865946	14:01:01	22,000	334.10	14:01:04	334.10	22000	22000

26.4.2.1. The above illustration shows that both legs of the intra-day trading activity executed from the trading account of FR 10 are designed to follow a SSB pattern with respect to the impending sell order of the Big Client.

26.4.3. Thus, from the aforesaid, it is *prima facie* established that the first leg of the intra-day trades, orders for which were placed before the impending orders



of the Big Client or the last tranche of the order of the Big Client, are the trades executed from the trading account of FR 10 which have 'front run' the orders of the Big Client. The said trades have *prima facie* followed either a BBS pattern or SSB pattern. All the trades of FR 10 which were common with the Big Client i.e., showing BBS or SSB pattern and have earned a positive square off Re 1 or more, is placed at **Annexure B**.

27. To sum up, the following is *prima facie* observed with respect to the trading activity carried out in the trading account of FRs 1 to 10 which classifies them as *prima facie* front running trades:

27.1. The registered owner / individuals having access to the trading accounts, had the undue advantage of being privy to the non-public information of the Big Client.

27.2. The trading pattern shows that the tranches of the order of the first leg of intra-day trade of FRs 1 to 10 (front running leg) have been placed / executed just prior to the impending order of the Big Client or before the last tranche of the order placed by the Big Client and the second leg of the intra-day trade (squaring off of trades) begins by placing orders prior to the last tranche of the order of the Big Client or immediately after it. In other words, the trades executed from the trading accounts of FRs 1 to 10, *prima facie* follow either BBS pattern or SSB pattern, as described in preceding paragraphs, around the orders of the Big Client.

28. Further the following evidence corroborates the *prima facie* finding that front running trades were executed from the trading accounts of FRs 1 to 10, as held above:

28.1. Pre-Examination Trading Activity – In order to analyse the data, it is pertinent to define "Scrip Day". A combination of a particular trade date and a particular share / scrip is considered as one Scrip Day. For instance, if a trader trades in 6 unique scrips in a single day, he is considered as having traded in 6 Scrip Days and if these trades were all intra-day, they are considered as 6 intra-day scrip days. In light of the same, upon analysing the trading activity in the trading accounts of FRs 1 to 10, it is *prima facie* observed that there is a marked increase in the trading activity in said trading accounts in the equity derivative segment of the market. The following is the trading data for the entities prior to the Examination Period vis-à-vis their trading activity during the Examination Period:



Table 20

Front Runners	Pre - Examination Period (July 1, 2019 to Nov 30, 2019)				Examination Period (Dec 1, 2019 to April 15, 2020)			
	Equity	Derivatives	Intra Day Scrip Days	Intraday profit (in lakh)	Equity	Derivatives	Intra Day Scrip Days	Intraday profit (in lakh)
	Gross Trade Value (in lakh)	Gross Trade Value (in lakh)			Gross Trade Value (in lakh)	Gross Trade Value (in lakh)		
FR 1	14.97	8.59	0	0.00	1285.98	74613.12	460	68.76
FR 2	232.92	455.82	132	0.24	510.32	5526.38	290	4.39
FR 3	1.05	0.00	2	0.00	10.90	2638.38	32	2.49
FR 4	0.59	0.00	0	0.00	0.14	8418.04	173	3.73
FR 5	13.39	46.93	21	0.08	462.81	17475.66	225	14.85
FR 6	0.00	0.00	0	0.00	541.28	56350.24	275	63.29
	Pre - Examination Period (Dec 1, 2019 to Jan 31, 2020)				Examination Period (Feb 1, 2020 to April 15, 2020)			
FR 7	1.33	5472.22	72	-1.72	35.48	90207.51	522	132.85
FR 8	4.94	431.26	6	-0.26	1.50	9061.55	73	13.22
FR 9	0.32	0.00	0	0	166.82	2547.83	24	4.82
	Pre - Examination Period (Jan 1, 2020 to March 15, 2020)				Examination Period (March 16, 2020 to April 15, 2020)			
FR 10	52.81	102102.93	870	-24.47	0	62990.2	298	111.08

28.1.1. From the aforesaid table it is *prima facie* observed that there is a substantial jump in the trading activity in terms of gross traded value and in the intra-day activity from the trading accounts of FRs 1 to 9. With respect to the trading activity of FR 10, it is observed that trading activity in the equity segment of the market had come to a complete halt in terms of gross traded value, during the Examination Period. The entire focus of FR 10 had shifted to trading in the equity derivative segment of the market where though there was dropped in volume in terms of gross traded value, there is a substantial jump in the profits. This increase in the trading activity from the trading accounts of FRs 1 to 9 in the equity derivative segment of the market and concerted trading of FR 10 in the equity derivative segment of the market where as noted above there is a significant profit made by FR 10, when seen in light of the fact that the Big Client is an arbitrage fund that has majorly traded in the equity derivative segment, further lends strength to the aforesaid *prima facie* finding that front running trades were executed from the trading accounts of FRs 1 to 10.



28.2. Common Scrip Days / Contract Days with the Big Client – In order to analyse the data, it is pertinent to define “Contract Day”. A contract day has been considered as a day in which the client has traded in a combination of date, symbol (scrip), option type, strike price and expiry date. The following is a summary of the trading profiles of FRs 1 to 10 (Trading profile of FRs 1 to 6 is for the period December 1 to April 15, 2020, Trading profile of FRs 7 to 9 is for the period February 1, 2020 to April 15, 2020 and Trading profile of FR 10 is for the period March 16, 2020 to April 15, 2020):

Table 21

Particulars	Front Runners	Equity Segment					Equity Derivative Segment				
		Calendar days	No of instances	Gross Traded Value (Rs. in lakh)	Average Gross Traded Value (Rs. in lakh)	Square off earned (Rs. in lakh)	Calendar days	No of instances	Gross Traded Value (Rs. in lakh)	Avg. Gross Traded Value (Rs. in lakh)	Square off earned (Rs. in lakh)
No of Scrip days / Contract days traded	FR 1	43	83	1285.98	15.49	0.63	77	760	74613.12	98.18	54.43
	FR 2	68	168	510.32	3.04	0.91	58	274	5526.38	20.17	3.07
	FR 3	5	6	10.90	1.82	0.02	9	33	2638.38	79.95	2.47
	FR 4	2	2	0.14	0.07	0.00	14	173	8418.04	48.66	3.73
	FR 5	9	107	462.81	4.33	0.39	26	199	17475.66	87.82	14.46
	FR 6	3	17	541.28	31.84	1.69	38	302	56350.24	186.59	62.71
	FR 7	16	20	35.48	2.22	-	44	612	90207.51	2050.17	-
	FR 8	3	4	1.50	0.38	-	38	159	9061.55	238.46	-
	FR 9	7	34	166.82	4.91	-	2	19	2547.83	134.09	4.30
	FR 10	-	-	-	-	-	19	364	62990.18	173.05	-
Common Scrip days / Contract days with Big Client	FR 1	6	6	416.24	69.37	-0.42	71	620	68761.93	110.91	55.26
	FR 2	46	69	201.40	2.92	0.22	51	256	5446.18	21.27	3.06
	FR 3	0	0	0.00	0.00	0.00	9	32	2638.38	82.45	2.47
	FR 4	0	0	0.00	0.00	0.00	14	173	8418.04	48.66	3.73
	FR 5	6	21	79.39	3.78	-0.12	17	124	16589.20	133.78	16.65
	FR 6	1	1	0.47	0.47	0.00	16	250	49277.75	197.11	58.99
	FR 7	7	9	21.41	2.51	0.00	41	540	89688.41	2187.52	-
	FR 8	2	2	0.75	0.38	-	29	100	8568.36	295.45	-
	FR 9	3	7	13.74	1.96	-	2	19	2547.83	134.09	4.30
	FR 10	-	-	-	-	-	15	232	59186.93	255.11	-
No of Scrip days / Contract days wherein day trading has been carried out	FR 1	18	21	700.53	33.36	0.64	59	439	59704.93	136.00	68.12
	FR 2	35	64	386.67	6.04	0.99	36	226	4462.19	19.74	3.40
	FR 3	1	1	8.63	8.63	0.02	7	31	2628.66	84.80	2.47
	FR 4	0	0	0.00	0.00	0.00	14	173	8418.04	48.66	3.73
	FR 5	3	62	412.17	6.65	0.39	17	163	17438.47	106.98	14.46
	FR 6	2	13	539.09	41.47	1.69	24	262	52216.27	199.30	61.60
	FR 7	5	5	5.76	1.15	0.02	39	517	89134.26	2285.49	132.83
	FR 8	0	0	0.00	0.00	0.00	25	73	8098.06	323.92	13.22
	FR 9	2	5	60.70	12.14	0.52	2	19	2547.83	134.09	4.30
	FR 10	-	-	-	-	-	19	298	62566.81	209.96	111.08
	FR 1	4	4	326.05	81.51	-0.42	53	415	58427.47	140.79	66.26

Particulars	Front Runners	Equity Segment					Equity Derivative Segment				
		Calendar days	No of instances	Gross Traded Value (Rs. in lakh)	Average Gross Traded Value (Rs. in lakh)	Square off earned (Rs. in lakh)	Calendar days	No of instances	Gross Traded Value (Rs. in lakh)	Avg. Gross Traded Value (Rs. in lakh)	Square off earned (Rs. in lakh)
No of Scrip days / Contract days wherein day traded and commonly traded with Big Client	FR 2	19	22	135.41	6.15	0.27	35	224	4438.27	19.81	3.39
	FR 3	0	0	0.00	0.00	0.00	7	30	2628.66	87.62	2.47
	FR 4	0	0	0.00	0.00	0.00	14	173	8418.04	48.66	3.73
	FR 5	3	8	66.97	8.37	-0.12	14	116	16570.51	142.85	16.65
	FR 6	0	0	0.00	0.00	0.00	13	246	49243.19	200.18	58.99
	FR 7	2	2	1.68	0.84	0.02	39	502	89055.85	2283.48	132.86
	FR 8	0	0	0.00	0.00	0.00	18	58	7888.31	438.24	13.17
	FR 9	0	0	0.00	0.00	0.00	2	19	2547.83	134.09	4.30
	FR 10	-	-	-	-	-	15	230	59167.75	257.25	109.17

28.2.1. From the aforesaid table, it is observed that a large percentage of scrip days of FRs 1 to 10 in the equity derivative segment of the market, are in common with the Big Client. A similar trend is observed in the intra-day trading activity of the *prima facie* front runners. The same is depicted in the table below:

Table 22

Equity Derivative Segment			
Front Runners	No. of Instances (Scrip Days / contract days traded)	Common Scrip days / Contract days with Big Client	%
FR 1	760	620	81.5
FR 2	274	256	93.4
FR 3	33	32	96.9
FR 4	173	173	100
FR 5	199	124	62.3
FR 6	302	250	82.8
FR 7	612	540	88.2
FR 8	159	100	62.9
FR 9	19	19	100
FR 10	364	232	63.7



Table 23

Equity Derivative Segment			
Front Runners	No. of Instances - Scrip Days / contract days - intra-day trades	Common Scrip days / Contract days with Big Client for intra-day trades	%
FR 1	439	415	94.5
FR 2	226	224	99.1
FR 3	31	30	96.8
FR 4	173	173	100
FR 5	163	116	71.2
FR 6	262	246	93.9
FR 7	517	502	97
FR 8	73	58	79.4
FR 9	19	19	100
FR 10	298	230	77.2

28.2.2. Thus, from the above, it is noted that there is a significant overlap in the scrip days between *prima facie* front runners and the Big Client. In an universe of numerous securities / contracts, it is observed that the FRs are not only on a regular basis trading on the same day as the Big Client but are also placing orders in the same securities / contracts by following either BBS pattern or SSB pattern on a consistent basis. The same, *prima facie* leads to an inference that the said act of the FRs, is by design and not a mere coincidence.

28.3. Proceeds Generated – It is noted from the material available on record that when *prima facie* front runners have traded in equity derivative segment of the market on days when the Big Client has not traded i.e., non-common scrip days, they have generated nil (in some instances suffered losses) to miniscule proceeds. However, there is a huge jump in the proceeds on the scrip days common with the Big Client in the equity derivative segment of the market. The details with respect to profit figures are reproduced below:

Table 24



Particulars	Front Runners	Equity Segment					Equity Derivative Segment				
		Calendar days	No of instances	Gross Traded Value (Rs. in lakh)	Average Gross Traded Value (Rs. in lakh)	Square off earned (Rs. in lakh)	Calendar days	No of instances	Gross Traded Value (Rs. in lakh)	Average Gross Traded Value (Rs. in lakh)	Square off earned (Rs. in lakh)
Common Scrip days/Contract days with Big Client	FR 1	6	6	416.24	69.37	-0.42	71	620	68761.93	110.91	55.26
	FR 2	46	69	201.40	2.92	0.22	51	256	5446.18	21.27	3.06
	FR 3	0	0	0.00	0.00	0.00	9	32	2638.38	82.45	2.47
	FR 4	0	0	0.00	0.00	0.00	14	173	8418.04	48.66	3.73
	FR 5	6	21	79.39	3.78	-0.12	17	124	16589.20	133.78	16.65
	FR 6	1	1	0.47	0.47	0.00	16	250	49277.75	197.11	58.99
	FR 7	7	9	21.41	2.51	0.00	41	540	89688.41	2187.52	-
	FR 8	2	2	0.75	0.38	-	29	100	8568.36	295.45	-
	FR 9	3	7	13.74	1.96	-	2	19	2547.83	134.09	4.30
	FR 10	-	-	-	-	-	15	232	59186.93	255.11	-
No of Other Non-Common Scrip days/Contract days with Big Client	FR 1	40	77	869.75	11.30	1.05	55	140	5851.19	41.79	-0.84
	FR 2	49	99	308.91	3.12	0.69	13	18	80.20	4.46	0.01
	FR 3	5	6	10.90	1.82	0.02	1	1	0.00	0.00	0.00
	FR 4	2	2	0.14	0.07	0.00	0	0	0.00	0.00	0.00
	FR 5	9	86	383.42	4.46	0.51	17	75	886.46	11.82	-2.19
	FR 6	3	16	540.82	33.80	1.69	25	52	7072.49	136.01	3.72
	FR 7	11	11	14.07	1.28	1.73	27	72	519.10	19.22	-
	FR 8	2	2	0.75	0.38	-	22	59	493.19	22.42	-
	FR 9	7	27	153.07	5.70	-	0.00	0.00	-	0.00	0.00
	FR 10	-	-	-	-	-	19	132	3803.25	28.81	-

28.3.1. Similarly, as noted from table 21, when it comes to proceeds generated from intra-day trading activity, substantial contribution to the proceeds generated by the *prima facie* front runners, have come from the days which are common scrip days with the Big Client. Furthermore, hardly any proceeds are generated in the intra-day trading activity of *prima facie* front runners in the equity segment vis-à-vis their intra-day activity in the equity derivative segment, during the Examination Period on common scrip / contract days.

28.3.2. It is also observed that the *prima facie* profit figures of the *prima facie* front runners were significantly higher during the Examination Period (dominated by common scrip / contract days with the Big Client) than before the Examination Period.

28.3.3. Thus, from the aforesaid discussions, it can *prima facie* inferred that in the absence of the impending orders of the Big Client in the equity derivative segment of the market, around which orders from the trading accounts of FRs



1 to 10 were *prima facie* placed, as noted in preceding paragraphs, the trading activity from the trading accounts of FRs 1 to 10, generates negligible profits.

28.4. Frequency of placement of orders – The particulars of the trading, as shown in the illustration in preceding paragraphs shows that the order for first leg of the intra-day trades (the front running leg) were placed on a regular basis / on numerous occasions, sometimes multiple times in the same day, just prior to the placement of the impending orders of the Big Client or before the last tranche of the order of the Big Client. Similarly, order for the second leg of the intra-day trade on numerous occasions was placed just prior to the last tranche of the order of the Big Client or immediately after its placement. The frequency with which the matching of trades was taking place on both buy side and sell side, *prima facie* shows that the same is by design and cannot be a mere coincidence.

29. The cumulative effect of the aforesaid factors coupled with the relationship / connection as brought out in the preceding paragraphs, based on a preponderance of probabilities, *prima facie* leads to a conclusion that the orders placed / trades executed from the trading accounts of FRs 1 to 10 in the equity derivative segment of the market, would not have been entered into, had the *prima facie* ICs, not been in possession of or privy to the non-public information of the impending orders of the Big Client. The front running activity from the trading accounts of FRs 1 to 10 has generated proceeds, as shown in the table below over a period of 4.5 months:

Table 25

Equity Derivative Segment					
Front Runners	Calendar days	No of instances	Gross Traded Value (Rs. in lakh)	Average Gross Traded Value (Rs. in lakh)	Square off earned (Rs. in lakh)
FR 1	47	364	53425.03	146.83	75.00
FR 2	28	185	3898.00	21.07	3.89
FR 3	7	28	2567.44	91.69	2.55
FR 4	14	146	3659.09	25.06	3.93
FR 5	13	104	15508.19	149.12	16.97
FR 6	17	225	46665.49	207.40	66.00
FR 7	38	440	81712.76	185.71	139.51
FR 8	10	45	7087.93	157.51	14.64
FR 9	2	19	2547.83	134.09	4.30
FR 10	14	205	52212.58	254.69	122.35
Total					449.14

mpb



30. In light of the aforesaid discussion, it can be *prima facie* held that the trades executed from the trading accounts of FRs 1 to 10 orders for which were placed before the impending orders of the Big Client or the last tranche of the order of the Big Client, had 'front run' the orders of the Big Client in the equity derivative segment of the market. Further, the trades executed from the trading accounts of FRs 1 to 10 have either followed a BBS pattern or SSB pattern, as described in preceding paragraphs, around the orders of the Big Client.

Issue No. 4 - *If the answer to the aforesaid question is in affirmative, who all are responsible for the front running activity and what are the relevant provisions of SEBI Rules and Regulations that have been violated by them?*

31. Here, it will be relevant to reproduce the text of Regulations 3 (a), 3 (b), 3 (c), 3(d), 4(1) and 4(2)(q) of PFUTP Regulations. The same reads as follows:

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 manipulative, fraudulent or an unfair trade practice in securities markets

4 (2) Dealing in securities shall be deemed to be manipulative, fraudulent or an unfair trade practice if it involves any of the following:—

...

(q) any order in securities placed by a person, while directly or indirectly in possession of information that is not publically available, regarding a substantial impending transaction in that securities, its underlying securities or its derivative;

32. It has been held above that the trades executed from the trading accounts of FRs 1 to 10 had *prima facie* 'front run' the orders of the Big Client. The same is *prima facie* fraudulent in nature as per the provisions of Regulation 4 (2) (q) of PFUTP Regulations. Consequently, the registered owners of the trading accounts are *prima facie* liable for the fraudulent trades. However, it is noted that there are other individuals who have also *prima facie* played an active role in the execution of the *prima facie* front running trades from the trading accounts of FRs 1 to 10. I, now proceed to examine their roles here under:

32.1. **Trading account of FR 1** – The registered owner of the account is Ms. Meena Ramniklal Vira. It has been noted in preceding paragraph that Mr. Harshal Vira had access to the trading account during the Examination Period as he was in regular communication with the Dealer of the broker, Mr. Anish Bagadia who was executing / punching the trades in the trading account. Further, on analyzing the bank account statement (Axis Bank A/c No.: 29010100180917) of FR 1, the following fund transfers *inter-alia* were observed:

Table 26

Transaction Date	Particulars	Remarks
22/01/2020	Online Transfer -- Rs 3,00,000/- to Abhijit Nandkumar Jain (Axis Bank Ltd, A/c No. 910010013486883)	Abhijit Nandkumar Jain -Deputy Dealer at RSL.
06/03/2020	Online Transfer -- Rs 9,00,000/- to Abhijit Nandkumar Jain	
30/01/2020	Paid by cheque -- Rs 5,00,000 to Foram Bhavesh Gandhi (SBI , A/c No: 33387962735)	Foram Bhavesh Gandhi is wife of Bhavesh Gandhi.
	Paid by cheque -- Rs 1,00,000 to Damyanti Gandhi (SBI, A/c No : 20112864295)	Damyanti Gandhi is mother of Bhavesh Gandhi – Senior dealer of at RSL.



32.1.1. The following circumstances *prima facie* show that the money which has been transferred by FR 1, is *prima facie* part of the proceeds generated from *prima facie* front running the trades of the Big Client:

32.1.1.1. Mr. Harshal Vira had access to the trading account of FR 1. The recipients of the funds are the colleagues of Mr. Harshal Vira (it is *prima facie* inferred that money transferred to Mr. Bhavesh Gandhi's wife and mother, is meant for him), who along with him were *prima facie* privy to the non-public information of the impending orders of the Big Client.

32.1.1.2. The recipients (actual and intended) *prima facie* have no other connection with FR 1 except through Mr. Harshal Vira.

32.1.1.3. The act of transferring funds to one's colleagues, indirectly, using an account which is not in the name of Mr. Harshal Vira, *prima facie* shows that Mr. Harshal Vira was trying to avoid regulatory detection for the fund transfer.

32.1.2. Thus, based on the above, it can be *prima facie* held that on the basis of connection among the aforesaid entities, access to the information and trading account and fund transfer amongst them, the orders placed in the trading account of FR 1, were placed in nexus with Mr. Harshal Vira, Mr. Bhavesh Gandhi and Mr. Abhijeet Jain. Therefore, Ms. Meena Ramniklal Vira, Mr. Harshal Vira, Mr. Bhavesh Gandhi and Mr. Abhijeet Jain are *prima facie* responsible for the trades executed from the trading account of FR 1.

32.2. Trading account of FRs 2, 3 and 4 - Mr. Anish Bagadia is the registered owner of FR 2 while he is the Karta of FRs 3 and 4. Being the Karta of the HUFs, he has absolute powers to manage their affairs and hence is *prima facie* liable for the trades executed from the trading accounts. Further, it has been held in the preceding paragraph that *prima facie* he had access to the non – public information of the Big Client as he was in constant communication with Mr. Harshal Vira and Mr. Bhavesh Gandhi during the Examination Period. Thus, it can be *prima facie* held that on the basis of connection among the aforesaid entities, access to the information and trading account, the orders placed in the trading accounts of FRs 2, 3 and 4, were placed in nexus with Mr. Harshal Vira and Mr. Bhavesh Gandhi. Therefore, Mr. Anish Bagadia, Mr. Harshal Vira and Mr. Bhavesh Gandhi are *prima facie* responsible for

the trades executed from the trading account of FR 2. Similarly, Anish Pravin Bagadia HUF, Mr. Anish Bagadia, Mr. Harshal Vira and Mr. Bhavesh Gandhi are *prima facie* responsible for the trades executed from the trading account of FR 3 and for the trades executed from the trading account of FR 4, Pravin Durlabhji Bagadia HUF, Mr. Anish Bagadia, Mr. Harshal Vira and Mr. Bhavesh Gandhi are *prima facie* responsible.

32.3. Trading account of FR 5 – It is observed from the records that FR 5 is a partnership firm with the following partners namely, Ms. Falguni Ketan Parekh, Bharat C. Parekh –HUF, Ms. Mansi V. Shah, Mr. Pravin L. Shah, Mr. Bimal N. Mehta, Jitendra M. Shah – HUF, Sanjay J. Shah – HUF and Ms. Shimoni S. Shah. As per Section 25 of The Partnership Act, 1932, “every partner is liable jointly with all the other partners and also severally, for all acts of the firm done while he is a partner”. Thus, for the *prima facie* fraudulent trades executed from the trading account of FR 5, all the aforesaid partners of the firm are *prima facie*, jointly and severally liable. Further, as observed earlier that Mr. Ketan Parekh had *prima facie* access to the trading account of FR 5 during the Examination Period. Moreover, Mr. Ketan Parekh was also *prima facie* privy to the non – public information of the Big Client as he was in constant communication with Mr. Harshal Vira. Thus, it can be *prima facie* held that on the basis of connection among the aforesaid entities (Mr. Ketan Parekh, Ms. Falguni Ketan Parekh and Labdhi Enterprises), access to the information and trading account, the orders placed in the trading account of FR 5, were placed in nexus with Ketan Parekh and Mr. Harshal Vira. Therefore, Labdhi Enterprises, Ms. Falguni Ketan Parekh, Bharat C. Parekh –HUF, Ms. Mansi V. Shah, Mr. Pravin L. Shah, Mr. Bimal N. Mehta, Jitendra M. Shah – HUF, Sanjay J. Shah – HUF and Ms. Shimoni S. Shah, Mr. Harshal Vira and Mr. Ketan Parekh are *prima facie* responsible for the trades executed from the trading account of FR 5.

32.4. Trading account of FR 6 – Ms. Archana Mukesh Parekh is the registered owner of the trading account and her husband, Mr. Mukesh Parekh, is her authorised representative to transact in the said trading account. It has been noted earlier that he was *prima facie* privy to the non – public information of the Big Client as he was in constant communication with Mr. Ketan Parekh who was also *prima facie* privy to the non – public information of the Big Client as he was in constant

communication with Mr. Harshal Vira. Thus, it can be *prima facie* held that on the basis of connection among the aforesaid entities, access to the information and trading account the orders placed in the trading account of FR 6, were placed in nexus with Ketan Parekh and Mr. Harshal Vira. Therefore, Ms. Archana Mukesh Parekh, Mr. Mukesh Parekh, Mr. Harshal Vira and Mr. Ketan Parekh are *prima facie* responsible for the trades executed from the trading account of FR 6.

32.5. Trading account of FR 7 – Mr. Dhimant Himatlal Shah is the registered owner of the trading account. However, as noted above, during the Examination Period, entities namely Mr. Rutul Shah and Ms. Foram Bhavesh Gandhi had access to his trading account. It has also been noted earlier that Mr. Dhimant Himatlal Shah, Ms. Foram Bhavesh Gandhi and Mr. Rutul Shah were *prima facie* privy to the non – public information of the Big Client as they were in constant communication with Mr. Bhavesh Gandhi, Senior Dealer at RSL. Thus, it can be *prima facie* held that on the basis of connection among the aforesaid entities, access to the information and trading account the orders placed in the trading account of FR 7, were placed in nexus with Mr. Rutul Shah, Mr. Bhavesh Gandhi and Ms. Foram Bhavesh Gandhi. Therefore, Mr. Dhimant Himatlal Shah, Mr. Rutul Shah, Ms. Foram Bhavesh Gandhi and Mr. Bhavesh Gandhi are *prima facie* responsible for the trades executed from the trading account of FR 7.

32.6. Trading account of FR 8 – Mr. Rajesh Himmatlal Shah is the registered owner of the trading account. However, as noted above, during the Examination Period, entities namely Mr. Rutul Shah (being the dealer who was punching the orders and existence of familial relationship) and Ms. Foram Bhavesh Gandhi had access to his trading account. It has also been noted earlier that Mr. Rajesh Himmatlal Shah, Ms. Foram Bhavesh Gandhi and Mr. Rutul Shah were *prima facie* privy to the non – public information of the Big Client as they were in constant communication with Mr. Bhavesh Gandhi, Senior Dealer at RSL. Thus, it can be *prima facie* held that on the basis of connection among the aforesaid entities, access to the information and trading account that the orders placed in the trading account of FR 8, were placed in nexus with Mr. Rutul Shah, Mr. Bhavesh Gandhi and Ms. Foram Bhavesh Gandhi. Therefore, Mr. Rajesh Himmatlal Shah, Mr. Rutul Shah, Ms. Foram Bhavesh Gandhi



and Mr. Bhavesh Gandhi are *prima facie* responsible for the trades executed from the trading account of FR 8.

32.7. Trading account of FR 9 – Mr. Sanket Rajeshkumar Shah is the registered owner of the trading account. However, as noted above, during the Examination Period, entities namely Mr. Rutul Shah had access to his trading account. It has also been noted earlier that Mr. Rutul Shah was *prima facie* privy to the non – public information of the Big Client as he was in constant communication with Mr. Bhavesh Gandhi, Senior Dealer at RSL. Thus, it can be *prima facie* held that on the basis of connection among the aforesaid entities, access to the information and trading account that the orders placed in the trading account of FR 9, were placed in nexus with Mr. Rutul Shah and Mr. Bhavesh Gandhi. Therefore, Mr. Sanket Rajeshkumar Shah, Mr. Rutul Shah and Mr. Bhavesh Gandhi are *prima facie* responsible for the trades executed from the trading account of FR 9.

32.8. Trading account of FR 10 – It is observed that FR 10 is a company and it has two Directors, namely Mr. Mukesh Jain and Mr. Rahul Doshi. Based on the trading done by FR 10 in pre-Examination Period (gross traded value in equity segment – Rs 52.81 lakh and Rs 102102.93 lakh in Derivative segment) and during Examination Period (gross traded value in Derivative segment - Rs 62990.2 lakh), it can be *prima facie* said that investing in securities market is one of the business operations of FR 10. It has been held in preceding paragraph that *prima facie* front running trades have been executed from company's trading account which are *prima facie* fraudulent in nature. For the said act which was done in the course of regular business operations of the company, the company is *prima facie* liable for it.

32.8.1. With respect to Mr. Mukesh Jain the following is noted:

32.8.1.1. Being the Director of the company, *prima facie*, he had the authority to deal on behalf of the company.

32.8.1.2. He was *prima facie* privy to the non – public information of the Big Client as he was in constant communication with Mr. Rajesh Himmatlal Shah and Mr. Rutul Shah who had access to the said information as they were in communication with Mr. Bhavesh Gandhi, Senior Dealer at RSL.

32.8.1.3. The bank accounts pertaining to Mr. Mukesh Jain were analysed and following is *prima facie* observed:

32.8.1.3.1. Fund transfers were observed from ABPL to the joint a/c (Indian Overseas Bank A/c No.: 091301000009769) of Mr. Mukesh Kumar Jain and Ms. Anita Mukesh Jain in March, 2020 (Dates: - 18, 19, 20, 27, 30, 31) and in April, 2020 (Dates: - 3, 4, 8, 9). FR 10 had started *prima facie* front running from March 16, 2020 during the Examination Period and the aforesaid credit dates corresponds with the trading activity of FR 10 during the Examination Period. It is noted from the particulars of the credit entry in the the joint a/c (Indian Overseas Bank A/c No.: 091301000009769) of Mr. Mukesh Kumar Jain and Ms. Anita Mukesh Jain that during the Examination Period, at regular intervals at least a sum of Rs. 52,51,000/- has been credited from the account of ABPL.

32.8.1.3.2. The funds from this joint account were further transferred to the accounts of Mr. Rahul Doshi (Union Bank of India A/c No. 316002010070537), the other Director of ABPL on March 20, 2020 and on April 7 - 8, 2020 and to Mukesh Jain HUF (Bank of India, A/c No.008610110004723) on April 9, 2020.

32.8.1.3.3. Further from the bank account of Mukesh Jain HUF, the following bank transfers were observed:

Table 27

Transaction Date	Particulars	Remarks
08/04/2020	Online Transfer- Rs 5,00,000 transferred to Ketana Rajesh Shah account.	Ketana Rajesh Shah is wife of Rajesh Himmatal Shah (FR 8)
09/04/2020	Online Transfer- Rs 5,00,000 transferred to Ketana Rajesh Shah account.	
09/04/2020	Online Transfer- Rs 5,00,000 transferred to Jyoti Dhimant Shah account.	Jyoti Dhimant Shah is wife of Dhimant Himmatal Shah (FR 7)

32.8.1.3.4. It is pertinent to note that on April 9, 2020, Mukesh Jain HUF had received Rs. 10 lakh from FR 10 which was further in entirety, was credited to the relatives of Mr. Bhavesh Gandhi, Senior Dealer at RSL.



32.8.1.4. The following circumstances *prima facie* show that the money which has been transferred by Mr. Mukesh Jain, is *prima facie* part of the proceeds generated from *prima facie* front running the trades of the Big Client:

32.8.1.4.1. The recipients *prima facie* have no other connection with Mr. Mukesh Jain except through Mr. Rutul Shah and Mr. Rajesh Himmatal Shah.

32.8.1.4.2. Mr. Bhavesh Gandhi who is *prima facie* privy to the non-public information of the impending orders of the Big Client, is indirectly connected with Mr. Mukesh Jain.

32.8.1.4.3. The act of transferring money on the same day to the relatives of the Senior Dealer at RSL, as received from FR 10, also is a relevant fact.

32.8.1.4.4. The act of transferring funds from FR 10's bank account to the relatives of Mr. Bhavesh Gandhi, through multiple layer, *prima facie* shows that Mr. Mukesh Jain was trying to avoid regulatory detection / mask the fund transfer.

32.8.1.5. Thus, the aforesaid discussion unequivocally brings out the active role played by Mr. Mukesh Jain for the *prima facie* front running trades executed from the trading account of FR 10.

32.8.1.6. With respect to the other Director of FR 10, Mr. Rahul Doshi, I note that any company though a legal entity cannot act by itself, it can act only through its Directors. They are expected to exercise their power on behalf of the company with utmost care, skill and diligence. In terms of Section 179 of the Companies Act, 2013, the Board of Directors of a company shall be entitled to exercise all such powers and do all such acts and things as the company is authorized to exercise and do. Therefore, the Board of Directors collectively being responsible for the conduct of the business of a company are liable for any non-compliance of law and such liability shall be upon the individual Directors also. Here, I would like to refer to the observations of Hon'ble Supreme Court of



India in the matter of *N Narayanan vs. Adjudicating Officer, SEBI* decided on April 26, 2013, wherein the Court observed as follows:

"33. Company though a legal entity cannot act by itself, it can act only through its Directors. They are expected to exercise their power on behalf of the company with utmost care, skill and diligence. This Court while describing what is the duty of a Director of a company held in Official Liquidator v. P.A. Tendolkar (1973) 1 SCC 602 that a Director may be shown to be placed and to have been so closely and so long associated personally with the management of the company that he will be deemed to be not merely cognizant of but liable for fraud in the conduct of business of the company even though no specific act of dishonesty is provide against him personally. He cannot shut his eyes to what must be obvious to everyone who examines the affairs of the company even superficially."

32.8.1.7. In the present case, the following red flags should have alerted Mr. Rahul Doshi who being one of the Directors of the company was responsible for the affairs of the company, regarding the acts and omissions of Mr. Mukesh Jain:

32.8.1.7.1. Though the company was making regular investment (Rs. 52.81 lakh in 2.5 months) in the equity segment of the market, the same had been suddenly stopped and no fresh investments were being made in that segment of the market.

32.8.1.7.2. Company was making losses in intra-day trading but had within a month, generated Rs. 111.08 lakh in profits.

32.8.1.7.3. Significant funds (Rs. 19.5 lakh) were being transferred from the joint a/c of Mr. Mukesh Kumar Jain and Ms. Anita Mukesh Jain (Indian Overseas Bank A/c No.: 091301000009769) to Mr. Rahul Doshi's account between March 20, 2020 to April 8, 2020.

32.8.1.8. In view of the above, it is *prima facie* observed that if Mr. Rahul Doshi had made any meaningful queries as to what the reason for the sudden change in the investment strategy was or for the turnaround in the income of the company, he would have noticed the red flags.



However, it is *prima facie* held that, he has failed to exercise due care, skill and diligence towards the discharge of his duty to the company and has also failed to exercise independent judgment, as mandated under Section 166 (3) of the Companies Act, 2013. Hence, he is *prima facie* liable for his failure to perform his duty as a Director of the company. The failure of such duty amounts to an “omission” and such omission even if is without deceit, is reckless in nature. The same falls within the definition of fraud under PFUTP Regulations, as fraud under PFUTP Regulations can be committed by virtue of reckless omission as well. As a result of such reckless omission, *prima facie*, front running trades were executed from the trading account of FR 10.

32.8.1.9. Thus, from the aforesaid discussion, it can be *prima facie* held that on the basis of connection among the aforesaid entities, access to the information and fund transfers that the orders placed in the trading account of FR 10, were placed in nexus with the Directors of the company, namely Mr. Mukesh Jain and Mr. Rahul Doshi, Mr. Rutul Shah, Mr. Rajesh Himmatlal Shah and Mr. Bhavesh Gandhi. Therefore, ABPL, Mr. Mukesh Jain, Mr. Rahul Doshi, Mr. Rajesh Himmatlal Shah, Mr. Rutul Shah and Mr. Bhavesh Gandhi are *prima facie* responsible for the trades executed from the trading account of FR 10.

33. In light of the aforesaid discussion, it is *prima facie* held that the entities mentioned in the table below have *prima facie* ‘front run’ the orders of the Big Client by playing their respective part in the entire scheme.

Table 28

Trading Account	Name of the Entities
FR 1	Meena Ramniklal Vira, Harshal Vira, Bhavesh Gandhi and Abhijeet Jain.
FR 2	Anish Bagadia, Harshal Vira and Bhavesh Gandhi.
FR 3	Anish Pravin Bagadia HUF, Anish Bagadia, Harshal Vira and Bhavesh Gandhi.
FR 4	Pravin Durlabhji Bagadia HUF, Anish Bagadia, Harshal Vira and Bhavesh Gandhi.

FR 5	Labdhi Enterprises, Falguni Ketan Parekh, Bharat C. Parekh –HUF, Mansi V. Shah, Pravin L. Shah, Bimal N. Mehta, Jitendra M. Shah – HUF, Sanjay J. Shah – HUF, Shimoni S. Shah, Ketan Parekh and Harshal Vira.
FR 6	Archana Mukesh Parekh, Mukesh Parekh, Ketan Parekh and Harshal Vira.
FR 7	Dhimant Himatlal Shah, Rutul Shah, Bhavesh Gandhi and Forum Bhavesh Gandhi.
FR 8	Rajesh Himmatlal Shah, Rutul Shah, Bhavesh Gandhi and Forum Bhavesh Gandhi.
FR 9	Sanket Rajeshkumar Shah, Rutul Shah and Bhavesh Gandhi.
FR 10	ABPL, Mukesh Jain, Rahul Doshi, Bhavesh Gandhi, Rutul Shah and Rajesh Himmatlal Shah.

34. I, further note that in addition to the *prima facie* fraudulent conduct of the aforesaid entities, their conduct has also *prima facie* defrauded the market, as general investors have suffered because of their *prima facie* front running activity. For instance, as shown in the illustration in the preceding paragraphs, on March 17, 2020 when FR 9 started selling securities of United Breweries Limited, the average traded price was Rs. 987.52. In view of his trades, by the time the Big Client had started selling, it transacted at an average traded price of Rs. 981.89. But for the trades of FR 9, the Big Client would have sold its securities at a higher price. In view of this when the general investors placed their sell orders, they have to place their sell orders at a lower price which, but for the price decrease contributed by FR 9, would have been at a higher price. Similar is for the buy trades of the Big Client. If the front runner would not have bought considerable securities before the Big Client started buying, the Last Traded Price would have been set at a lower price. Thus, the general investors (buyers) would not have bought securities at a higher price. Moreover, by executing front running trades, the entities have *prima facie* sent misleading and distorted price and volume signals to the market participants.

35. Based on the aforesaid discussions, the particulars of the *prima facie* scheme employed by the connected entities to 'front run' the order of the Big Client is as follows: Once the Dealers at RSL are privy to the non-public information of the impending orders of a Big Client, they along with their connected broker / dealer



entity, would piece together multiple trading accounts, which they can directly or indirectly, control / manage. The orders are then placed either in the BBS pattern or SSB pattern around the orders of the Big Client to generate substantial proceeds.

36. In view of the aforesaid, it can be *prima facie* held that Mr. Harshal Vira, Mr. Bhavesh Gandhi, Mr. Abhijeet Jain, Mr. Ketan Parekh, Mr. Anish Bagadia, Mr. Mukesh Parekh, Mr. Rutul Shah, Mr. Mukesh Jain, Ms. Meena Ramniklal Vira, Anish Pravin Bagadia HUF, Pravin Durlabhji Bagadia HUF, Ms. Falguni Ketan Parekh, Bharat C. Parekh – HUF, Ms. Mansi V. Shah, Mr. Pravin L. Shah, Mr. Bimal N. Mehta, Jitendra M. Shah – HUF, Sanjay J. Shah – HUF, Ms. Shimoni S. Shah, Ms. Foram Bhavesh Gandhi, Mr. Dhimant Himatlal Shah, Mr. Rajesh Himmatlal Shah, Mr. Sanket Rajeshkumar Shah, Ms. Archana Mukesh Parekh, Mr. Rahul Doshi, Labdhi Enterprises and Across Broking Pvt. Ltd. have violated regulations 3 (a), 3 (b), 3 (c), 3(d), 4(1) and 4(2)(q) of PFUTP Regulations.
37. The issue which now merits discussion is who amongst the aforesaid entities, would be *prima facie* liable for the proceeds generated by the *prima facie* front running trades. From the above discussion, I note that the proceeds from the *prima facie* front running trades would not have been generated, if each entity had not played its respective part in the scheme. Thus, based on the available records, it is *prima facie* held that all the entities involved in the scheme to 'front run' the trades of the Big Client are *prima facie* liable for the proceeds generated from the front running trades to the extent, as mentioned in the table below. For the purpose of calculation of proceeds, number of scrip days / contract days where the entities have day traded and commonly traded with the Big Client and have earned a positive square off of Re. 1 or more, have been taken into consideration.

Table 29

Trading Account	Name of the Entities	Proceeds of front running trades (Rs. in lakh)
FR 1	Meena Ramniklal Vira, Harshal Vira, Bhavesh Gandhi and Abhijeet Jain.	75.00
FR 2	Anish Bagadia, Harshal Vira and Bhavesh Gandhi.	3.89
FR 3	Anish Pravin Bagadia HUF, Anish Bagadia, Harshal Vira and Bhavesh Gandhi.	2.55

Trading Account	Name of the Entities	Proceeds of front running trades (Rs. in lakh)
FR 4	Pravin Durlabhji Bagadia HUF, Anish Bagadia, Harshal Vira and Bhavesh Gandhi.	3.93
FR 5	Labdhi Enterprises, Falguni Ketan Parekh, Bharat C. Parekh –HUF, Mansi V. Shah, Pravin L. Shah, Bimal N. Mehta, Jitendra M. Shah – HUF, Sanjay J. Shah – HUF, Shimoni S. Shah, Ketan Parekh and Harshal Vira.	16.97
FR 6	Archana Mukesh Parekh, Mukesh Parekh, Ketan Parekh and Harshal Vira.	66.00
FR 7	Dhimant Himatlal Shah, Rutul Shah, Bhavesh Gandhi and Forum Bhavesh Gandhi.	139.51
FR 8	Rajesh Himmatlal Shah, Rutul Shah, Bhavesh Gandhi and Forum Bhavesh Gandhi.	14.64
FR 9	Sanket Rajeshkumar Shah, Rutul Shah and Bhavesh Gandhi	4.30
FR 10	ABPL, Mukesh Jain, Rahul Doshi, Bhavesh Gandhi, Rutul Shah and Rajesh Himmatlal Shah.	122.35
Total		449.14

Issue No. 5 - What directions, if any, should be issued in the extant matter?

38. As a regulator of the capital markets, SEBI has the duty to safeguard the interests of investors and protect the integrity of the securities market. PFUTP Regulations has been formulated with the main objective of preventing fraudulent activities and seeks to curb fraudulent and manipulative activities in the securities market in order to boost investor confidence in the securities market and 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. Since the conduct of the aforementioned entities, do not *prima facie* appear to be in the interest of investors and the securities market, necessary action has to be taken against them immediately, else it may lead to loss of investors' trust in the securities market. The trading activity of a front runner not only causes notional monetary loss to investors but also has the effect of interfering with the development of securities market, as investor tend to

lose faith in the securities market. The same is detrimental to the development of the securities market and qualifies as an “irreparable injury”. The objective of SEBI as enshrined in the SEBI Act is not only the protection of investors but also orderly development of securities market.

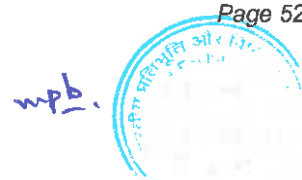
39. Considering the facts and circumstances of this case and such a fraudulent conduct as *prima facie* found in this case, I am convinced that this is a fit case where, pending detailed examination, effective and expeditious preventive and remedial action is required to be taken by way of ad interim ex -parte order to protect the interests of investors and preserve the safety and integrity of the securities market. Such action needs to be taken to prevent any further harm to investors.
40. I note that for the reasons recorded herein below, immediate action is called for against the entities mentioned above:

- 40.1. The directions are preventive in nature as Mr. Harshal Vira, Mr. Bhavesh Gandhi and Mr. Abhijeet Jain, continue to be employed with RSL and have access to non-public information. Considering their *prima facie* actions in the extant matter, there is a high probability that they might misutilise the confidential information pertaining to the trades of the Big Client. Thus, there is an imminent threat of further front running activity. The same will result in distortion of price and volume in the scrip resulting in loss to the general investors. In other words, considering the investment by the Big Client is ongoing, the probability of Mr. Harshal Vira, Mr. Bhavesh Gandhi and Mr. Abhijeet Jain, causing future harm is high. So urgent preventive steps are required to be taken.
- 40.2. The balance of convenience is to impose suitable directions against the aforesaid entities involved in the *prima facie* front running scheme, so as to maintain a level playing field in the market for the general investors. Further if an ex-parte order is not passed, many investors may have to suffer in their resulting into irreparable injury to themselves as discussed earlier. However, if an ex-parte order is passed, what is at stake is right of the current entities herein vis-a-vis multitude of investors in the market. It may be noted that one of the underlying differences between the ex-parte orders in the case of private suits and ex-parte public enforcement actions, is the identification of the injured party. In private damage suits, the injured individual, as “whole”, is identifiable whereas ex-parte public enforcement actions,



seeks to protect the floating multitude of investing public by preventing, continuous and imminent violations of the securities laws. Therefore, I consider the balance of convenience is also not in favour of the entities.

41. I also note that under Section 11 (4) (d) of SEBI Act, proceeds of a transaction can be impounded pending investigation. Detailed investigation in the extant matter is pending. Further, as discussed in preceding paragraphs, there is ample *prima facie* evidence which demonstrates that the conduct of the entities is misleading and fraudulent in nature which has not only *prima facie* violated the integrity of the market but has also *prima facie* defrauded the investors. The discussion in the aforesaid paragraphs has shown that the *prima facie* misleading and fraudulent conduct of the entities has not only caused loss to the investors (notional monetary loss) but also has a *prima facie* potential to cause irreparable injury to the securities market. Furthermore, as noted earlier, the balance of convenience dictates that immediate action has to be taken against the entities to prevent further harm to the investors and the securities market. Moreover, the *prima facie* proceeds which have been generated are intrinsically linked to the *prima facie* fraudulent conduct of the entities. Hence, appropriate direction needs to be issued in this regard.
42. Before proceeding further, it will be appropriate to summarise the *prima facie* findings as noted in the preceding paragraphs:
- 42.1. There are 2 groups of entities involved in the extant matter who have traded during different time periods during the Examination Period. All the entities in the said groups are directly or indirectly connected with each other within the group and are also connected with at least one of the Dealers at RSL. The said 2 groups also has a common link.
- 42.2. The Dealers at RSL namely, Mr. Harshal Vira, Mr. Bhavesh Gandhi and Mr. Abhijeet Jain were privy to the non-public information of the impending orders of the Big Client.
- 42.3. The connected entities of Mr. Harshal Vira and Mr. Bhavesh Gandhi namely, Mr. Anish Bagadia, Mr. Ketan Parekh, Mr. Mukesh Parekh, Mr. Rutul Shah and Mr. Mukesh Jain, directly or indirectly had access to the non-public information of the impending orders of the Big Client through either Mr. Harshal Vira or Mr. Bhavesh Gandhi.



42.4. The aforesaid entities in nexus with the registered owners of the trading accounts of FRs 1 to 10, have placed orders of the first leg of their intra-day trade just prior to the order / last tranche of the order of the Big Client on a consistent basis (in terms of number of days and number of securities / contracts) during the Examination Period. Thus, trades have been executed from the trading accounts of FRs 1 to 10 which have 'front run' the orders of the Big Client in the equity derivative segment of the market.

42.5. In order to generate substantial proceeds, the aforesaid entities have followed either followed BBS pattern or SSB pattern of executing the trades around the orders of the Big Client.

Order

43. In view of the foregoing, pending conclusion of enquiry, in order to protect the interests of the investors and the integrity of securities market, I, in exercise of the powers conferred upon me under Sections 11 (1), 11 (4), 11B (1) and 11D read with Section 19 of the SEBI Act, direct Mr. Harshal Vira, Mr. Bhavesh Gandhi, Mr. Abhijeet Jain, Mr. Ketan Parekh, Mr. Anish Bagadia, Mr. Mukesh Parekh, Mr. Rutul Shah, Mr. Mukesh Jain, Ms. Meena Ramniklal Vira, Anish Pravin Bagadia HUF, Pravin Durlabhji Bagadia HUF, Ms. Falguni Ketan Parekh, Bharat C. Parekh –HUF, Ms. Mansi V. Shah, Mr. Pravin L. Shah, Mr. Bimal N. Mehta, Jitendra M. Shah – HUF, Sanjay J. Shah – HUF, Ms. Shimoni S. Shah, Ms. Foram Bhavesh Gandhi, Mr. Dhimant Himatlal Shah, Mr. Rajesh Himmatlal Shah, Mr. Sanket Rajeshkumar Shah, Ms. Archana Mukesh Parekh, Mr. Rahul Doshi, Labdhi Enterprises and Across Broking Pvt. Ltd. as under :

43.1. The aforesaid entities are restrained from buying, selling or dealing in the securities market or associating themselves with securities market, either directly or indirectly, in any manner whatsoever till further directions.

43.2. The aforesaid entities shall cease and desist from undertaking any activity in the securities market, directly or indirectly, in any manner whatsoever till further directions.

43.3. If the aforesaid entities have any open positions in any exchange traded derivative contracts, as on the date of the order, they can close out/ square off such open positions within 3 months from the date of order or at the expiry of such contracts, whichever is earlier. The aforesaid entities are permitted to settle the pay-in and pay-



out obligations in respect of transactions, if any, which have taken place before the close of trading on the date of this order.

- 43.4. The bank accounts of the entities mentioned in the table 29 to the extent of amount mentioned therein is impounded. Further, the said entities are directed to open an escrow account with a nationalised bank, jointly and severally and deposit the impounded amount mentioned therein which has been *prima facie* found to be proceeds generated from the *prima facie* front running trades, in this Order, within 15 days from the date of service of this order. The entities mentioned against each FRs shall jointly and severally so deposit the proceeds mentioned against each FRs. The escrow account/s shall be an interest bearing escrow account and shall create a lien in favour of SEBI. Further, the monies kept therein shall not be released without permission from SEBI.
- 43.5. All the entities, are directed to provide a full inventory of all assets held in their name, jointly or severally, whether movable or immovable, or any interest or investment or charge on any of such assets, including details of all bank accounts, demat accounts and mutual fund investments, immediately but not later than 5 working days from the date of receipt of this order.
- 43.6. All the entities are directed not to dispose of or alienate any assets, whether movable or immovable, or any interest or investment or charge on any of such assets, held in their name, jointly or severally, including money lying in bank accounts except with the prior permission of SEBI.
- 43.7. The banks where the aforesaid entities are holding bank accounts, jointly or severally, are directed to ensure that till further directions, except for compliance of direction at paragraph 43.4, no debits are made in the said bank accounts without the permission of SEBI. The banks are directed to ensure that all the above directions are strictly enforced. On production of proof of deposit of entire amount mentioned in column 3 of table No. 29 relating to any FRs by any of the entities mentioned in column 2 of above table No. 29, in the escrow account, SEBI shall communicate to the banks to defreeze the accounts corresponding to all the entities mentioned in the column No. 2 of table No. 29 relating to the concerned FR except in case of any one of those entities who also figure in column no 2 of table No. 29 of any other FR for which full amount has not been so deposited.



- 43.8. The Depositories are directed to ensure that till further directions, except for compliance of direction at paragraphs 43.3 and 43.4, no debits are made in the demat accounts of the entities, held jointly or solely.
- 43.9. The Registrar and Transfer Agents are also directed to ensure that till further directions, except for compliance of direction at paragraph 43.4, the securities / units held in the name of the entities, jointly or severally, are not transferred / redeemed.
44. This Order is without prejudice to the right of SEBI to take any other action that may be initiated against the aforesaid entities in accordance with law.
45. The *prima facie* observations contained in this Order are made on the basis of the material available on record. In this context, the aforesaid entities, may within 21 days from the date of receipt of this Order, file their reply, if any, to this Order and may also indicate whether they desire to avail an opportunity of personal hearing on a date and time to be fixed on a specific request to be made in that regard.
46. The above directions shall take effect immediately and shall be in force until further orders.
47. A copy of this order which render findings on *prima facie* evidence, shall be served upon all recognised Stock Exchanges, Depositories, Registrar and Share Transfer Agents to ensure compliance with the above directions and shall be sent to Reliance Securities Ltd., LFC Securities Ltd. and SMC Global Securities Ltd. for information.

Enclosure:

Annexure A: Table of Connections

Annexure B: Trading profile (only where a positive square off of Re 1 is earned) of the entities

DATE: August 7, 2020

PLACE: MUMBAI



madhabi puri buch.

MADHABI PURI BUCH

WHOLE TIME MEMBER

SECURITIES AND EXCHANGE BOARD OF INDIA

Annexure A

Table of Connection

Sr. No	Name/PAN	FR no. /Detail	Basis of Connection
1	Meena Ramniklal Vira (AAIPV0510A)	FR1	i) Mother of Harshal Vira - Chief Dealer of Reliance Securities Ltd. - S. No 11 ii) As per NSE, the trade confirmation status is being received at Mobile No. 9323393427 which is registered in the name of S. No. 11 as per the KYC obtained from Airtel. iii) Email id (pratham.ddd@gmail.com) is common to trading accounts of S. No 11
2	Anish Pravin Bagadia (AAIPB3703H)	FR2	i) Connected with S. No 11 and 12 on the basis of CDR. ii) S. No 11 and 13 appear in Facebook friend list.
3	Anish Pravin Bagadia HUF (AAKHA8817M)	FR3	i) Common Address (207/11, Chetan Bldg, Hingwala Lane, Ghatkopar (e), Mumbai, 19, 85, 400077) with S. No 2.
4	Pravin Durlabhji Bagadia HUF (AALHP1297F)	FR4	ii) Common email id: anish.bagadia@gmail.com with S. No 2.
5	Labdhi Enterprises (AACFL1039J)	FR5	i) Common email id (ketanp@labdhi.in) and Mobile No (9619643939) with S. No .14. ii) Falguni Ketan Parekh, one of the partners of FR 5 is the wife of S.No 14.
6	Archana Mukesh Parekh (AGNPP2265K)	FR6	i) Registered Mobile No. (9821035125) for trading is in the name of her husband, Mukesh Parekh who is connected with S. No 14 on the basis of CDR. ii) Resides in same building as of S. No 14 (Neelkanth Kunj, Garodia Nagar, Ghatkopar(e), Mumbai, Maharashtra, India, 400077)
7	Dhimant Himatlal Shah (AAJPS8256P)	FR 7	i) S.No 7, 8 & 9 and 15 are family. ii) S.No 7, 8 & 9 have a Common address "C-28 Gautam Gyan Ashok, Chakravati Rd, Kandivali (e), Mumbai, Maharashtra, India, 400101" and common telephone No. 22722283. iii) S.No 7 & 8 are brothers, and S.No 9 & 15 are sons of S.No 8. iv) Email id foram2478@yahoo.co.in is common to S.No 7 & 8 and also common to Foram Bhavesh
8	Rajesh Himmatlal Shah (AAJPS9800P)	FR 8	
9	Sanket Rajeshkumar Shah (CMFPS8479E)	FR 9	



			Gandhi, wife of S. No 12. (Bhavesh Gandhi – dealer at Reliance Securities) v) Forum Bhavesh Gandhi, wife of S. No 12, is daughter of S. No 7 (Dhimant Himatlal Shah).
10	Across Broking Pvt Ltd (ABPL) (AAGCA8645J)	FR 10	S. No 16 and S. No 17 are directors on ABPL.
11	Harshal Ramnik Vira- (ABTPV5283G)	Dealers of Reliance Securities Ltd	i) Chief Dealer in Reliance Securities Ltd and Son of S. No. 1 (Meena Ramniklal Vira). ii) Connected with S. No 2 and 14 through CDR. iii) Appears as friend in Facebook friend list of S. No. 2.
12	Bhavesh Gandhi (AKBPG4777D)		i) Senior Manager in Reliance Securities Ltd and reports to Chief Dealer S. No 11 (Mr Harshal Vira) ii) Received Rs 5,00,000 and Rs 1,00,000 on Jan 30, 2020 in bank account of Forum Gandhi (Wife) and of Damyanti Gandhi (Mother) from S. No 1 through cheque payment. iii) Son in law of S. No 7.
13	Abhijeet Nandkumar Jain (AAJPF0833B)		i) Deputy Manager in Reliance Securities Ltd and reports to Chief Dealer S. No 11 (Mr. Harshal Vira) ii) Received Rs 3,00,000 on Jan 22, 2020 and Rs 9,00,000 on March 06, 2020 from S. No 1 through bank transfer. iii) Appears as friend in Facebook friend list of S. No. 2
14	Ketan Bharat Parekh (AABPP1483F)	Director of LFC Securities Ltd	i) Director of LFC Securities Ltd – part of Labdhi Group. ii) Connected with S. No 11 on the basis of CDR.
15	Rutul Rajeshbhai Shah (EDOPS7385P)	AP & Dealer of SMC Global Securities	i) Son of S.No 8 (Rajesh Himatlal Shah). ii) Sibling of Forum Bhavesh Gandhi who is wife of S. No 12 (Bhavesh Gandhi –Dealer of Reliance Securities) iii) Received Funds from S.No 8 (father) into his bank account.
16	Mukesh Jain (ADFPJ8088D)	Director of Across Broking Pvt Ltd	i) Transferred funds to relatives of Bhavesh Gandhi - Dealer of Reliance Securities. ii) Connected with S. No 8 and 15 on the basis of CDR.
17	Rahul Doshi (ALCPD0859K)		i) Director of Across Broking Pvt Ltd

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1/2

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Indikator	Total
15	23,400.1

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Indikator	Total
15	23,400.1

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