

**BEFORE THE SECURITIES AND EXCHANGE BOARD OF INDIA
CORAM: PRASHANT SARAN, WHOLE TIME MEMBER**

**IN THE MATTERS OF CUPID LIMITED, GARNET CONSTRUCTIONS LIMITED
AND EZ-COMM TRADE TECHNOLOGIES LIMITED**

In respect of Dr. Mukesh Vora, Mr. Yogesh Sakharam Ambekar, Mr. Ramesh D. Agrawal, Creative World Telefilms Limited and Glider Holdings Limited

Date of hearing: March 25, 2011 and April 11, 2011

Appearance

For Noticees: Mr. Ramesh Agrawal appeared for himself and Creative World Telefilms Limited and Glider Holdings Limited along with Mr. Ashok Mehta, practicing Company Secretary

Dr. Mukesh Vora appeared for himself along with Mr. Prakash Shah, Advocate

For SEBI: Mr. Parag Kumar Sinha, Presenting Officer
Mr. A.S. Mithwani, Deputy General Manager
Ms. Anitha Anoop, Deputy Legal Adviser
Mr. Mridul Rastogi, Assistant General Manager
Mr. Pradeep Kumar, Assistant Legal Adviser

ORDER

Under Sections 11, 11B and 11(4) of the Securities and Exchange Board of India Act, 1992 read with Regulation 11 of the Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices) Regulations, 2003

1. Securities and Exchange Board of India (hereinafter referred to as 'SEBI') conducted investigation into the dealings in the shares of Cupid Limited (hereinafter referred to as 'Cupid'), Garnet Constructions Limited (hereinafter referred to as 'Garnet') and Ez-Comm Trade Technologies Limited (hereinafter referred to as 'Ez-Comm') for the period from March 01, 2007 to May 24, 2007, pursuant to the receipt of alerts through Integrated Market Surveillance System (hereinafter referred to as 'IMSS').

2. During the period of investigation, the price of the scrip of Cupid increased from ₹37.15 as on March 01, 2007 to ₹60.90 as on May 24, 2007. The price in the scrip of Garnet increased from ₹56 as on March 01, 2007 to ₹82 as on May 24, 2007. As regards the scrip of Ez-Comm, the price had increased from ₹5.14 as on March 01, 2007 to ₹6.31 as on May 24, 2007.
3. The trading details in the shares of Cupid, Garnet and Ez-Comm were collected and analyzed by SEBI along with the data of volumes contributed by different persons who traded in the shares of these three companies. Investigation *prima facie* revealed that one Mr. Ramesh D. Agrawal related with companies namely Creative World Telefilms Limited (hereinafter referred to as 'Creative') and Glider Holdings Limited (hereinafter referred to as 'Glider') provided funds to one Mr. Yogesh Sakharam Ambekar (hereinafter referred to as 'Yogesh') who subsequently transferred the funds to Dr. Mukesh Vora (hereinafter referred to as 'Mukesh'). Mukesh and Yogesh had traded amongst themselves with the funds provided by Ramesh D. Agrawal on behalf of Creative and Glider, for substantial quantities of the shares of the three companies named above, through multiple brokers. Mukesh and Yogesh had also executed self trades and off-market transfers which created artificial volumes and price rise in these three scrips.
4. On completion of investigation, SEBI issued Show Cause Notices (hereinafter referred to as 'SCN') dated December 07, 2010 to Mukesh and Yogesh under Sections 11, 11B and 11(4) of the Securities and Exchange Board of India Act, 1992 (hereinafter referred to as 'SEBI Act') read with Regulation 11 of SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to Securities Market) Regulations, 2003 (hereinafter referred to as 'PFUTP Regulations'). The SCN alleged that Yogesh and Mukesh had executed non-genuine transactions with the funds provided by Ramesh D. Agrawal on behalf of Creative and Glider and thereby created artificial volume and price rise in the said scrips. It was further alleged that some of the transactions were synchronized in nature and were at higher than the last traded price

(hereinafter referred to as 'LTP'). The SCN, also alleged that the acts of Mukesh and Yogesh were in violation of Regulations 4(1), (2) (a), (b), (e) and (g) of PFUTP Regulations. Accordingly, the SCN called upon Mukesh and Yogesh to show cause as to why suitable directions under Sections 11, 11B and 11(4) of the SEBI Act read with Regulation 11 of the PFUTP Regulations including the direction of restraining them from accessing the securities market for a particular period should not be initiated against them.

Another SCN dated December 9, 2010 was issued to Creative, Glider and Ramesh D. Agrawal under Sections 11, 11B and 11(4) of the Securities and Exchange Board of India Act, 1992 (hereinafter referred to as 'SEBI Act') read with Regulation 11 of SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to Securities Market) Regulations, 2003. The SCN alleged that Ramesh D. Agrawal on behalf of Creative and Glider provided funds to Yogesh, who subsequently used such funds for making payments to brokers or transferring these funds to Mukesh for meeting his pay-in obligations. The SCN further alleged that Yogesh and Mukesh had acted as front entities on behalf of Creative and Glider and thus aided and abetted these in creating artificial volume and price rise in the said scrips. Ramesh D. Agrawal exercising influence over the board of these two companies is also responsible for the acts of Creative and Glider. The SCN, also alleged that the acts of Creative, Glider and Ramesh D. Agrawal were in violation of Regulations 3 (b), 4(1) and 4 (2) (d) of PFUTP Regulations. Accordingly, the SCN called upon Creative, Glider and Ramesh D. Agrawal to show cause as to why suitable directions under Sections 11, 11B and 11(4) of the SEBI Act read with Regulations 11 of the SEBI (PFUTP) Regulations, 2003 including the direction of restraining them from accessing the securities market for a particular period should not be initiated against them.

5. No reply was received from Mukesh, Creative, Glider and Ramesh D. Agrawal. As regards the SCN issued to Yogesh, the same was returned undelivered despite various attempts. I note that during the course of investigation also, the summons/ notices issued to Yogesh could not be

delivered at the address available with SEBI. I note that SEBI has issued an advertisement in the newspaper as a mode of substituted service for the notice to Yogesh, with an advice that in the absence of any reply, the matter would be proceeded *ex-parte*. I note that the stipulated period mentioned in the newspaper advertisement has expired. I have seen the report on the service of notice and find that the principles of natural justice have been duly complied with. Therefore, I am proceeding with the matter *ex-parte*, on the basis of the material available on record, having complied with the principles of natural justice.

6. Before proceeding further, an opportunity of personal hearing was granted to Mukesh, Creative, Glider and Ramesh D. Agrawal on February 18, 2011. On the date fixed for the personal hearing, neither Yogesh nor Mukesh appeared. Mukesh vide his letter dated February 10, 2011 requested for an adjournment. Considering the interests of justice, one more opportunity of personal hearing was granted to Mukesh, Creative, Glider and Ramesh D. Agrawal on March 25, 2011. On the date fixed for the personal hearing, Mr. Ramesh Agrawal appeared for himself, Creative (as director) and Glider (as consultant) along with Mr. Ashok Mehta, practicing Company Secretary and sought 10 days' time to file its written submissions.

Mukesh vide his letter dated March 22, 2011 requested for an adjournment again. The request of Mukesh was acceded to and accordingly he was advised to appear for a personal hearing on April 11, 2011. On the fixed date for personal hearing, Mr. Mukesh Vora and Mr. Prakash Shah, Advocate appeared before me and asked for the soft copies of tables relied upon by SEBI in the SCN issued to him. He also sought 15 days' time for filing the written submission. Mukesh vide his letter dated June 18, 2011 placed the written submissions which have been taken on record. I further note that Mukesh has been provided with the soft copies of the data vide letter dated April 18, 2011. Pursuant to this, Mukesh filed an application for the settlement of proceedings through a consent order. The application filed by Mukesh was dealt in accordance with the SEBI Circular dated April 20, 2007.

Subsequently, the proceedings initiated under the SCN were revived as the application for consent was rejected by SEBI.

7. I have carefully considered the SCN and the reply of Mukesh. The submissions of Mukesh in brief are:

- He is a homeopathic doctor and was lured by Yogesh to trade in the said scrips.
- He is not related to Ambekar except few business transactions and from September, 2007, he has no contacts with Ambekar. Ambekar used to provide him funds for meeting the pay in obligations and he used to transfer the shares to the demat account of Yogesh in off-market for money.
- Orders were placed at the prevailing market price and only on few occasions in order to keep buy/ sell order on priority, he placed order at a slightly higher price. The intention behind such practice was not to synchronize the trades or jack up the price but to get priority amongst the then existing orders.
- He ensured delivery of shares for the sell transactions and payment for the shares purchased. He had not gained anything from such deals.
- The volume involved in the alleged synchronized trades was insignificant compared to his total volume of trading in the market. Regarding certain trades, he is neither on the buy side nor on the sell side.
- Large numbers of trades in the said scrip have been executed with unknown buyers, list of which has not been provided.
- Opportunity to cross examine the persons on whose statements SEBI has relied upon has not been provided to him.

8. At the outset, let me deal with the submissions of Mukesh that it has not been provided with an opportunity of cross examination of the persons on whose statement SEBI has relied upon. Having seen the documents annexed with the SCN, I note that SEBI had relied only on his own statement and for the same, no question of cross examination arises. The argument of Mukesh that the trade details of his trades executed with those other than Yogesh has not been provided, I note that the present proceedings pertain to the trading

between Mukesh and Yogesh and the documents relevant for the same have already been provided to him. After having examined the above details, the issue that arises for my consideration is: Whether Yogesh and Mukesh created artificial volume and price rise in the said scrips with the funds of Creative, Glider and Ramesh D. Agrawal?

9. Whether Yogesh and Mukesh created artificial volume and price rise in the said scrips with the funds of Creative, Glider and Ramesh D. Agrawal?

- a. I note from the SCN that Yogesh was residing in a slum and was not having strong financial capacities whereas his bank account statement indicates that he received funds from companies namely Creative and Glider. It is noted that Ramesh D. Agrawal was a Chartered Accountant and is also one of the directors of Creative. Ramesh Agrawal in his statement dated January 29, 2010 has submitted that he used to provide services to Glider Holdings Limited such as those relating to the Registrar of Company etc. I have seen the Know Your Client (hereinafter referred to as 'KYC') documents of Creative and Glider furnished for their bank accounts with Axis Bank Limited. From the same, I note that these accounts were opened on a single day and the KYC documents for both had common email id i.e. rdagrwal99@rediffmail.com. These details show that Creative and Glider were connected through a common link of Ramesh D. Agrawal. Further, the fact that Ramesh D. Agrawal only appeared for the personal hearing given to Creative and Glider shows that Ramesh D. Agrawal has influence over the board of these companies.
- b. I have seen the bank account statement of Yogesh (SB 9174 with Shamrao Vithal Co-operative Bank Limited) for the period from March 01, 2007 to May 24, 2007 and from the same, I note that he had received large funds from Creative and Glider on various occasions. Further, the fund movement shows that funds were transferred to the bank account of Mukesh (SB 6241 with Shamrao Vithal Co-operative Bank Limited) from Yogesh and were utilized by

Mukesh for payment to his brokers for meeting the pay-in obligations. A summary of such fund transfer has been brought out below for reference:

Table A

Date	From	To	Amount
6-Mar-07	Yogesh	Mukesh	1,00,000
6-Mar-07	Mukesh	Anand Rathi (Broker)	1,00,000
8-Mar-07	Glider Holdings	Yogesh	10,00,000
9-Mar-07	Yogesh	Mukesh	3,50,000
9-Mar-07	Mukesh	NNM (Broker)	3,50,000
13-Mar-07	Creative	Yogesh	10,00,000
14-Mar-07	Yogesh	Mukesh	10,00,000
14-Mar-07	Mukesh	NNM (Broker)	10,00,000
23-Mar-07	Yogesh	Mukesh	4,00,000
24-Mar-07	Mukesh	Emkay (Broker)	2,50,000
28-Mar-07	Mukesh	India Infoline (Broker)	2,00,000
28-Mar-07	Glider Holdings	Yogesh	24,00,000
30-Mar-07	Yogesh	Mukesh	12,77,000
30-Mar-07	Yogesh	NNM (Broker)	9,32,705
30-Mar-07	Mukesh	NNM (Broker)	13,22,126
04-Apr-07	Glider Holdings	Yogesh	27,58,000
04-Apr-07	Creative	Yogesh	14,06,000
04-Apr-07	Yogesh	Mukesh	8,00,000
05-Apr-07	Mukesh	NNM (Broker)	8,00,000
05-Apr-07	Yogesh	NNM (Broker)	8,85,338
07-Apr-07	Yogesh	Mukesh	19,50,000
07-Apr-07	Mukesh	India Infoline (Broker)	5,00,000
07-Apr-07	Mukesh	Anand Rathi (Broker)	10,50,000
07-Apr-07	Mukesh	Emkay (Broker)	4,00,000
13-Apr-07	Glider Holdings	Yogesh	40,44,000
13-Apr-07	Yogesh	Mukesh	10,00,000
17-Apr-07	Yogesh	NNM (Broker)	30,44,000
17-Apr-07	Mukesh	NNM (Broker)	10,00,000
18-May-07	Yogesh	Mukesh	5,00,000
18-May-07	Mukesh	Bharti Thakkar (Broker)	5,00,000

- c. In addition to the above table, I note the admission of Mukesh in his statement dated January 01, 2010 that Yogesh used to provide funds to him. Mukesh in his written submission has also said that the funds were received for short period of time, this submission of Mukesh appears to be an afterthought as no supporting document or repayment proof of such amounts is seen on record.
- d. I note that Yogesh and Mukesh had actively traded (on market and off-market) in the scrips of Cupid, Garnet, Ez-Comm and they were the major clients in these scrips. It is seen that Yogesh and Mukesh had traded through multiple brokers in the said scrips. I observe that Yogesh and Mukesh had together traded for 56,58,732 shares (gross) i.e., 53.88% of the total market volume in the scrip of Cupid. While trading in the scrip of Garnet, Yogesh and Mukesh had traded for 44,26,869 shares (gross) i.e., 25.99% of the total

market volume. Like-wise, Yogesh and Mukesh had traded for 1,97,734 shares (gross) i.e., 44.65% of the total market volume in the scrip of Ex-Comm. I have seen the trading details of Yogesh and Mukesh , which are stated below:

Table B

Broker	Client Code	Cupid		Garnet		Ez-Comm	
		Buy	Sell	Buy	Sell	Buy	Sell
Details of trading by Mukesh Vora							
India Infoline	JIMUKESH	7,81,972	6,28,562	4,39,716	5,06,041	41,347	34,899
Anand Rathi	GDHN10M011	4,30,382	2,92,386	1,31,293	1,98,535	0	0
Mahesh Kothari	BY0016	3,08,996	2,82,766	1,30,858	1,42,292	0	0
NNM Securities	V108	2,88,614	2,06,524	5,75,367	5,21,527	37,699	2,000
Emkay Shares	V226	2,24,640	2,41,224	2,55,418	2,41,535	62,750	1,000
Bharti Thakkar	5194	21,000	0	0	0	0	0
Total		20,55,604	16,51,462	15,32,652	16,09,930	1,41,796	37,899
Total Market Volume		64,55,367		85,17,894		2,21,449	
% to Market Volume		31.84	25.58	17.99	18.90	64.03	17.11
Details of trading by Yogesh Sakharam Ambekar							
SIC	Y002	7,43,668	5,52,068	2,26,647	3,60,163	0	0
NNM	BAY1	1,50,156	2,81,413	3,51,676	3,00,454	17,039	1,000
Shriram Insight	B314Y3	1,33,00	2,11,061	9,450	35,897	0	0
Total		9,07,124	10,44,542	5,87,773	6,96,514	17,039	1,000
Total Market Volume		64,55,367		85,17,894		2,21,449	
% to Market Volume		14.05	16.18	6.90	8.18	7.69	0.45

- e. From the above, I observe that Mukesh and Yogesh had traded for considerable number of shares in the three scrips and contributed to significant volumes in those scrips. I note that Yogesh and Mukesh had executed trades amongst themselves for a good number of shares and instances of self trades were also noticed with them during the period of investigation. Yogesh and Mukesh were also found executing trades at prices higher than the last traded price. It is seen that the said pattern of trading was followed by Yogesh and Mukesh in all the three scrips. For better understanding of the trades of Yogesh and Mukesh and their roles in the trading in each of the scrips need to be considered separately.
- f. I am considering the trading of Yogesh and Mukesh **in the scrip of Cupid** to begin with:-

- I note that while trading in the scrip of Cupid, Yogesh and Mukesh had traded for a total quantity of 56,58,732 shares on gross basis, which comes to 43.83% of the total market volume. Together, these two had executed 1,658 trades for a total quantity of 5,83,579 shares (including self trades) i.e., 9.04% of the total market volume.
- Out of these 1,658 trades, I have seen that 679 trades for a quantity of 3,33,624 shares were synchronized with a time difference of 0-60 seconds. It is further seen that Mukesh had executed 662 self trades for a quantity of 2,46,613 shares and Yogesh executed 125 self trades in the scrip of Cupid for a quantity of 35,014 shares. An instance of such trading pattern of Yogesh and Mukesh have been brought out below on sample basis:

Table C

Date	Trade			Buy					Sell					Time diff.
	Time	Qty.	Price	Mem ber	Client	Order Time	Rate	Qty.	Mem ber	Client	Order Time	Order rate	Qty.	
27/04/2007	14:41:29	500	54.2	922	Yogesh	14:41:29	54.2	500	461	Mukesh	14:41:18	54.2	500	0:00:11
27/04/2007	14:56:20	500	54.25	539	Mukesh	14:56:20	54.3	500	461	Mukesh	14:56:15	54.25	500	0:00:05
27/04/2007	15:00:15	500	54.35	179	Mukesh	15:00:15	54.4	500	461	Mukesh	15:00:10	54.35	1000	0:00:05
27/04/2007	15:00:24	500	54.35	179	Mukesh	15:00:24	54.4	500	461	Mukesh	15:00:10	54.35	1000	0:00:14
27/04/2007	15:01:37	100	54.4	179	Mukesh	15:01:37	54.4	1000	461	Mukesh	15:01:36	54.4	100	0:00:00
27/04/2007	15:02:12	900	54.4	179	Mukesh	15:02:12	54.4	1000	461	Mukesh	15:02:07	54.4	900	0:00:05
27/04/2007	15:04:08	800	54.6	179	Mukesh	15:04:06	54.6	1000	461	Mukesh	15:04:08	54.6	1000	0:00:02
27/04/2007	15:09:01	1000	54.4	179	Mukesh	15:09:01	54.4	1000	461	Mukesh	15:08:59	54.4	1000	0:00:02
27/04/2007	15:11:40	500	54.45	179	Mukesh	15:11:39	54.5	1000	30	Mukesh	15:11:35	54.45	1000	0:00:05
27/04/2007	15:12:36	1000	54.35	179	Mukesh	15:12:35	54.4	1000	30	Mukesh	15:12:30	54.35	1000	0:00:05
27/04/2007	15:14:42	500	54.25	179	Mukesh	15:14:41	54.3	500	30	Mukesh	15:14:41	54.25	500	0:00:00

- Having seen the above, I note that the orders placed by Yogesh and Mukesh were entered simultaneously and the same matched within a few seconds from each other and the quantities of such orders also matched on various occasions. I note that Yogesh and Mukesh had also executed self trades in the scrip of Cupid through different brokers.
- Mukesh and Yogesh had also executed 64 trades at higher than the LTP, where the price was higher by ₹1 or more. Out of the said 64 trades, Mukesh executed 49 trades and 15 trades were executed by Yogesh. I note that Yogesh and Mukesh had executed the first trade in Cupid on 28 days and out of this, the trades were executed at price higher than the LTP by more than ₹1, on 16 days.

g. Trading in the scrip of Garnet

- I note that while trading in the scrip of Garnet, Yogesh and Mukesh had traded for a total quantity of 44,26,869 shares on gross basis, which comes to 25.99% of the total market volume. Together, these two had executed 647 trades for a total quantity of 2,81,077 shares (including self trades) i.e. 3.30% of the total market volume.
- Out of these 647 trades, I have seen that 172 trades for a quantity of 84,708 shares were synchronized. It is further seen that Mukesh had executed 292 self trades for a quantity of 1,21,629 shares and Yogesh executed 64 self trades for a quantity of 27,444 shares in the scrip of Garnet. A few instances of such trading pattern of Yogesh and Mukesh have been brought out below on sample basis:

Table D

Trade				Buy					Sell					Time diff.
Date	Time	Qty.	Price	Mem ber	Client	Order rate	Qty.	Time	Mem ber	Client	Order rate	Qty.	Time	
11/04/2007	14:25:22	2000	65.4	922	Yogesh	65.4	2000	14:25:21	30	Mukesh	65.4	2000	14:25:00	0:00:22
11/04/2007	15:07:42	373	65.25	539	Mukesh	65.3	500	15:07:41	922	Yogesh	65.25	1500	15:07:11	0:00:30
11/04/2007	15:07:54	500	65.25	539	Mukesh	65.3	500	15:07:54	922	Yogesh	65.25	1500	15:07:11	0:00:43
11/04/2007	15:13:56	300	65.1	539	Mukesh	65.1	500	15:13:25	922	Yogesh	65.1	300	15:13:55	0:00:30
11/04/2007	14:39:57	1000	65.9	539	Yogesh	65.9	1000	14:39:57	179	Mukesh	65.9	3000	14:39:05	0:00:52
11/04/2007	14:45:35	100	66.2	539	Yogesh	66.2	200	14:45:34	185	Mukesh	66.2	1000	14:45:01	0:00:34
11/04/2007	14:45:51	900	66.2	539	Yogesh	66.2	1000	14:45:50	185	Mukesh	66.2	1000	14:45:01	0:00:50
11/04/2007	14:50:35	215	66.7	539	Yogesh	66.7	500	14:50:35	179	Mukesh	66.25	2000	14:49:37	0:00:58
11/04/2007	14:56:24	1000	66.8	539	Mukesh	66.8	1000	14:56:24	922	Yogesh	66.8	1000	14:55:26	0:00:58

- I note from the above table that the orders placed by Yogesh and Mukesh were entered simultaneously and the same had matched within a few seconds from each other. The quantities of such orders also matched on various occasions. I note that Yogesh and Mukesh had executed these self trades through different brokers.
- Mukesh and Yogesh had also executed 1,737 trades at higher LTP, where the price was higher by ₹1 or more. Out of the said 1,737 trades, Mukesh executed 1,224 trades and 513 trades were executed by Yogesh.

h. Trading in the scrip of Ez-Comm

- I note that while trading in the scrip of Ez-Comm, Yogesh and Mukesh had traded for a total quantity of 1,97,734 shares on gross basis accounting for 44.65% of the total market volume. Together, these two had executed 61 trades for a total quantity of 35,099 shares (including self trades) i.e., 15.85% of the total market volume. It is seen that Mukesh had executed 41 self trades for a quantity of 23,899 shares in the scrip of Ez-Comm.
- It has been observed that Yogesh and Mukesh had traded on fifty days out of the total 57 trading days. Mukesh and Yogesh had executed 47 trades at ₹1 or more than the LTP.
- i. Mukesh has submitted that he is not related to Yogesh and had placed orders at prices slightly higher than the market price in order to keep buy/ sell order on priority. I note that Yogesh and Mukesh had tried to establish the prices of the said scrips by executing first trade on several days. Considering the number of days when Yogesh and Mukesh had traded and the number of trades at higher than the LTP, I note that Mukesh and Yogesh had tried to influence the prices in the said scrips. As regards the submission of Mukesh that he is not related to Yogesh, I observe that Mukesh and Yogesh were holding multiple demat accounts and had executed large number of off-market transactions during the period of investigation in the said scrips. The shares so received in off-market were transferred to broker to meet their pay-in obligation towards market transactions. A summary of such off-market transactions between Mukesh and Yogesh have been brought out below:

Table E

Scrip name	Date	Transfer from		Transfer to		No. of shares
		Name	BO ID	Name	BO ID	
Cupid	25-Apr-07	Mukesh	1204480000000609	Yogesh	1204480000000554	40,000
	25-Apr-07	Yogesh	1204480000000554	NNM	IN 300601 10259960	40,000
	27-Apr-07	Mukesh	1204480000000609	Yogesh	1204480000000554	58,000
	03-May-07	Yogesh	1204480000000554	DR SETT	1110000708021	25,000
	04-May-07	Yogesh	1204480000000554	DR SETT	1110000708022	33,000
	11-May-07	Mukesh	1204480000000609	Yogesh	1204480000000554	20,000
	11-May-07	Yogesh	1204480000000554	Insight	1203840000000033	18,929
	14-May-07	Mukesh	1201060000650449	Yogesh	1204480000000554	25,000
	16-May-07	Yogesh	1204480000000554	Insight	1203840000000033	25,000
	24-May-07	Mukesh	1204480000000609	Yogesh	1204480000000554	35,000
24-May-07	Yogesh	1204480000000554	Insight	1203840000000033	32,750	
Garnet	21-Mar-07	Mukesh	1204480000000609	Yogesh	1204480000000554	6,000
	22-Mar-07	Yogesh	1204480000000554	DR SETT	7449777	6,000

09-Apr-07	Yogesh	120448000000554	Mukesh	120448000000609	16,728
09-Apr-07	Mukesh	120448000000609	DR SETT	8611067	16,728
10-Apr-07	Yogesh	120448000000554	Mukesh	120230000108951	5,900
10-Apr-07	Mukesh	120230000108951	DR SETT	8870077	1,360
11-Apr-07	Mukesh	120448000000609	Yogesh	120448000000554	9,400
11-Apr-07	Yogesh	120448000000554	Mukesh	IN302269 11091267	12,900
12-Apr-07	Mukesh	120230000108951	DR SETT	9218037	2,500
13-Apr-07	Yogesh	120448000000554	Mukesh	120448000000609	4,200
13-Apr-07	Yogesh	120448000000554	Mukesh	IN302269 11091267	1,450
16-Apr-07	Yogesh	120448000000554	Mukesh	120448000000609	30,000
16-Apr-07	Mukesh	120448000000609	DR SETT	Multiple transactions	29,359
17-Apr-07	Yogesh	120448000000554	Mukesh	120448000000609	10,000
17-Apr-07	Mukesh	120448000000609	DR SETT	9511582	4,215
17-Apr-07	Mukesh	120448000000609	DR SETT	9511646	5,945
18-Apr-07	Yogesh	120448000000554	Mukesh	120448000000609	35,000
18-Apr-07	Yogesh	120448000000554	Mukesh	120448000000609	10,000
18-Apr-07	Mukesh	120448000000609	DR SETT	Multiple transactions	41,728
24-Apr-07	Yogesh	120448000000554	Mukesh	120448000000609	19,000
24-Apr-07	Mukesh	120448000000609	DR SETT	Multiple transactions	19,165
14-May-07	Mukesh	120230000108951	Yogesh	120448000000554	3,000
15-May-07	Mukesh	120230000108951	Yogesh	120448000000554	6,000
16-May-07	Yogesh	120448000000554	Insight	120384000000033	7,000
22-May-07	Yogesh	120448000000554	Mukesh	120448000000609	9,000
23-May-07	Mukesh	120448000000609	DR SETT	Multiple transactions	8,509

Let me discuss an instance relating to the transfer of shares and simultaneous fulfilling of pay-in-obligation between Yogesh and Mukesh, on April 25, 2007, which is also explained in the SCN. On this date, Mukesh transferred 40,000 shares of Cupid to the demat account of Yogesh and on the very same day, Yogesh transferred these shares to the account of broker namely NNM Securities Limited in order to fulfill his pay-in-obligation. Similarly, in the scrip of Garnet, Mukesh transferred 6,000 shares to the demat account of Yogesh on March 21, 2007. On the next day, Yogesh transferred the same number of shares to the clearing house to meet his pay-in obligation.

From the above, I observe that there were frequent transfer of shares in off-market between the demat accounts of Yogesh and Mukesh. No justification has been provided for such transfer of shares in off-market on a regular basis. I note that the shares so transferred were utilized for meeting the respective pay-in obligation. I note that it is not possible to execute off-market transaction without knowing the counterparty. I have also seen the KYC documents of Yogesh and from the same, I note that Mukesh had signed as an introducer to the bank for opening the bank account of Yogesh.

- j. The discussion above can be summarized by saying that Yogesh received funds from Creative and Glider and transferred it to Mukesh to buy shares in the market for which Yogesh was the counterparty in most of the cases. In some instances the funds received by Yogesh were also utilized to meet his own pay-in obligation. Further, Yogesh and Mukesh executed off-market transactions in the said scrips for meeting their pay-in obligations for the trades executed wherein these two were counterparties to each other in most of the cases. This pattern of trading is surely not normal as there was no change in actual beneficial ownership of shares in such transactions. The trades so executed on the market were also at prices relatively higher than the market price, which influenced the prices in the said scrips.
- k. The aforesaid facts point out that the orders of most of the trades entered by Yogesh and Mukesh were punched in with preconceived motive and prior arrangement that the orders would be picked up by a particular client of the group on the opposite side. I note that there is startling proximity in the time of entering of orders at identical price and quantity resulting into the matching of the trades. This clearly indicates synchronization while entering the orders, even as these were executed on the screen of the exchange. It is a known fact that persons who are unknown to each other cannot trade continuously by entering orders in such a pattern over a continuous period of time. It is difficult to accept that several different orders that were placed on various days matched with the same entity on most of the occasions, and the off-market transfers and fund transfers cannot be a co-incidence as the shares were rotated amongst the same counterparties. The execution of synchronized trades repeatedly for several days by Yogesh and Mukesh reveals close nexus with each other and the same is visible in their trading pattern in the said scrips and fund movement. I observe that Yogesh and Mukesh had indulged in this kind of trading pattern as discussed above with regularity, which also projected volumes in the scrip in a way that was not market determined, rather indicating a hidden motive to induce innocent investors to enter the market. Such transactions are clearly not genuine and

were solely entered by Yogesh and Mukesh for creating misleading appearance of trading in the scrip.

- 10.** I note that huge funds were transferred by Creative and Glider to Yogesh. Ramesh D. Agrawal in his statement had stated that the funds were transferred to Yogesh on the advice of one Mr. Naresh Patil. However, no supporting details to this submission have been provided either by Ramesh D. Agrawal or the companies namely Creative and Glider despite numerous opportunities. Thus, from the aforesaid acts of Ramesh D. Agrawal, Creative and Glider, I am of the view that the charge of violation of provisions of Regulations 3(b), 4(1) and 4(2)(d) of the PFUTP Regulation stands established.
- 11.** I note that Yogesh and Mukesh executed trades with the funds received from Ramesh D. Agrawal (through companies Creative and Glider). The trading pattern amongst Yogesh and Mukesh was reversal in nature, since they were the main entities who traded amongst themselves by executing synchronized trades so that the orders of a particular entity get matched with the other and off market transfers. Thus, from the aforesaid acts of Yogesh and Mukesh, I am of the view that the charge of violation of the provisions of Regulations 4(1), 4(2)(a), (b), (e) and (g) of PFUTP Regulation stands established.
- 12.** Therefore, taking into consideration the facts and circumstances of the case, I, in exercise of the powers conferred upon me under Section 19 read with Section 11 of the SEBI Act, 1992 and Regulations 11 and 13 of SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to Securities Market) Regulations, 2003, do hereby restrain Dr. Mukesh Vora [PAN: AAMPV 2743B], Yogesh Sakharam Ambekar [PAN: AHEPA 6359D], Glider Holdings Limited [PAN: AABCG 4615P], Creative World Telefilms Limited [PAN: AAACL 1812G] and Ramesh D. Agrawal [PAN: AADPA 7922L] from buying, selling or dealing in the securities market whatsoever or accessing the securities market, directly or indirectly, for a period of one year from the date of this order.

13. This order shall be served on all the recognized stock exchanges and the depositories to ensure that the entities mentioned above are not allowed to undertake transactions as prohibited above.
14. This order shall come into force with immediate effect.

DATE : FEBRUARY 17, 2012
PLACE: MUMBAI

PRASHANT SARAN
WHOLE TIME MEMBER
SECURITIES AND EXCHANGE BOARD OF INDIA