

SECURITIES AND EXCHANGE BOARD OF INDIA

ORDER

Under Section 12 (3) of the Securities and Exchange Board of India Act, 1992 read with Regulation 27 of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008

In respect of

Sr. No.	Name of the Noticee	SEBI Registration No.
1.	Sai Proficient Research Investment Advisory, Proprietor – Ms. Meeshika Vishwakarma	INA000002504

In the matter of Sai Proficient Research Investment Advisory, Proprietor – Ms. Meeshika Vishwakarma

BACKGROUND

1. Sai Proficient Research Investment Advisory, Proprietor – Ms. Meeshika Vishwakarma (hereinafter referred to as “**Noticee**”) is registered as an Investment Adviser with the Securities and Exchange Board of India (hereinafter referred to as “**SEBI**”). The present proceeding has originated from the Enquiry Report dated December 24, 2024, submitted by the Designated Authority (hereinafter referred to as “**DA**”), in terms of the applicable provisions of the SEBI (Intermediaries) Regulations, 2008 (hereinafter referred to as “**Intermediaries Regulations**”).
2. SEBI, pursuant to the receipt of certain complaints against the Noticee, conducted an examination in the matter to ascertain the possible violations of the provisions of SEBI Act, 1992 (hereinafter referred to as the “**SEBI Act**”), SEBI (Prohibition of Fraudulent And Unfair Trade Practices Relating To

Securities Market) Regulations, 2003 (hereinafter referred to as the “**PFUTP Regulations**”), SEBI (Investment Advisers) Regulations, 2013 (hereinafter referred to as the “**IA Regulations**”) and various SEBI Circulars, by the Noticee.

3. The summary of contraventions alleged to have been committed by the Noticee along with the corresponding provisions of SEBI Act, Regulations and Circulars is given in the Table below:

Table 1

Sr. No.	Alleged Violations by Noticee (summarized)	Regulatory provisions
1	Failure to cooperate with SEBI and non-submission of documents.	Regulation 13(a), 15(12), 25(i) and (ii) read with 24(3), Clause 8 of Code of Conduct for IA as specified under Schedule III read with Regulation 15(9) of IA Regulations.
2	Promising assured higher returns and receiving money from an unregistered IA.	Regulation 15(1) of IA Regulations, Clauses 1 and 2 of Code of Conduct as mentioned in Schedule III read with regulation 15(9) of IA Regulations Regulation 3(a),(b),(c),(d) of PFUTP Regulations read with Section 12A(a),(b) and (c) of SEBI Act
3	Unfair dealing with clients, extorting money under different pretexts & threatening them of forfeiture of amounts paid.	Regulation 15(1) of IA Regulations Clauses 1, 2, 5 and 6 of Code of Conduct as mentioned in Schedule III read with Regulation 15(9) of IA Regulations Regulation 3(a),(b),(c) and (d) of PFUTP Regulations read with section 12A(a),(b) and (c) of SEBI Act.
4	Failure to resolve the clients' complaints within specified timelines.	SEBI Circular CIR/OIAE/2014 dated December 18, 2014 and Regulation 21(1) and 28(f) of IA Regulations.

Sr. No.	Alleged Violations by Noticee (summarized)	Regulatory provisions
5	Failure to submit material information w.r.t change in Registered office address and non-disclosure of registered office address in website.	Regulation 13(b) of IA Regulations, Regulation 15(9) of IA Regulations read with Clause 5 of Code of Conduct of Schedule III of IA Regulations.

4. Based on the findings of the said inspection, a Designated Authority (hereinafter referred to as “**DA**”) was appointed to inquire into and to submit a report pertaining to the aforesaid allegations. The DA issued a show-cause notice dated March 18, 2024 (hereinafter referred to as “**SCN**”) to the Noticee under Regulation 25(1) of the Intermediaries Regulations to show cause as to why appropriate recommendation should not be made against her in terms of Regulation 26 of the Intermediaries Regulations. The Noticee was advised to submit her reply, if any, within 21 days of receipt of the SCN.

5. In response to the allegations mentioned in Table 1 above, the Noticee, vide her letter dated May 02, 2024 submitted a reply to the SCN. Pursuant to the receipt of the said reply, an opportunity of personal hearing was granted to the Noticee by the DA on May 13, 2024, which was availed by the Noticee through an authorized representative. Further, the Noticee filed her additional submissions vide letter dated May 30, 2024. The Noticee requested for another opportunity of personal hearing in the matter, which was granted by the DA, and availed by her on June 5, 2024. Thereafter, the Noticee filed her further submissions/ documents vide emails dated June 6, 2024 and June 7, 2024.

6. After considering the allegations levelled in the SCN, reply filed by the Noticee and the material available on record, the DA has observed the Noticee to be in violation of the following allegations:

- a. Promising assured returns and receiving money from an unregistered IA;
 - b. Unfair dealing with her clients;
 - c. Failure to resolve the investor complaints within prescribed timelines; and
 - d. Failure to submit material information w.r.t change in registered office address and non-disclosure of registered office address on the website.
7. In light of the aforesaid observations, the DA submitted the Enquiry Report dated July 18, 2024 and made the following recommendation:
- “111. In view of above mentioned facts, it is recommended that the certificate of registration granted to the Noticee i.e Sai Proficient Research Investment Advisory Prop- Ms Meeshika Vishwakarma (Registration No. INA000002504) be cancelled.”*
8. The Enquiry Report was forwarded to the Noticee in terms of Regulation 27(1) of the Intermediaries Regulations vide a Post Enquiry Show Cause Notice dated February 18, 2025 (hereinafter referred to as “**Post Enquiry SCN**”) whereby the Noticee was advised to file her reply to the Post Enquiry SCN along with supporting documents, if any.
9. The Post Enquiry SCN was sent, via SPAD Acknowledgement Due, to three available addresses of the Noticee. The said notices got delivered on two addresses and returned undelivered from one address. Further, the Post Enquiry SCN was also served successfully upon the Noticee vide email dated February 24, 2025. The proof of delivery is on record. The Authorized Representative (‘AR’) of the Noticee, vide email dated April 4, 2025, submitted that the written submissions filed before the DA may be taken on record as reply to the present Post Enquiry SCN.
10. Pursuant thereto, in the interest of natural justice, an opportunity of hearing was provided to the Noticee on April 23, 2025. The said hearing was, on the request of the Noticee, rescheduled and conducted on May 5, 2025. The hearing was attended by the AR of the Noticee on the scheduled date.

11. A summary of the written submissions made by the Noticee before the DA is as under:
- i. The allegation that the Noticee was pursuing her clients telephonically and made promises on phone calls is totally false and frivolous as neither the Noticee nor any of her employees have ever promised any return to any client. On the contrary, the documents provided to the clients clearly contained the disclaimer that *“Investments are subjected to market risks”* and thus, any allegation of promising assured return is totally false and frivolous and made with an intent to recover undue amounts from Noticee;
 - ii. The averment with regard to screenshots of website to allege that the Noticee was inducing clients to buy her services are false and frivolous. The website contained a scroll that ran on the top of the website and read as - *“Investment In Stock And Commodity Market Is Subject To Market Risk. Please Do Not Trade On Those Tips Which Are Not Provided Through SMS Or Messenger”*. The same message was displayed on the bottom of the website and all other pages. The aforesaid disclaimer is the standard disclaimer prescribed by SEBI and it is a well settled legal principle that the investigation authority cannot consider a document in parts and the documents has to be considered as a whole for levelling any allegation. Further, in terms of decision of the Hon'ble Whole Time Member in the matter of *GRS Solutions*, such representation on the website cannot be treated as an assurance of profit and at best, can be treated as a marketing gimmick. In the present case, the investigating officer has relied on the documents in parts and such an approach is alien to Indian judicial process. Thus, the allegation is vexatious and capricious and must be dropped;
 - iii. The email relied upon by the complainant Mr. Sameer Mahawar is forged and fabricated and no such email was sent by either the Noticee or any of her employees. It can be seen from the said email that it does not contain any sender details. Thus, it is just a forged document typed and maliciously

prepared by the complainant to blackmail the Noticee and without proper verification and investigation such a document cannot be relied upon.

- iv. The complainant Mr. Shyam Sunder Viramani (hereinafter referred to as the “**Mr. Shyam**”) has submitted an e-mail from an account saiproficientinvestment@gmail.com. The said email id is fake and does not belong to the Noticee or her employees. Mr. Viramani has created this fake email to blackmail the Noticee. This position has been clarified by the Noticee earlier also;
- v. The SCN has alleged that the Noticee was connected to an unregistered investment advisory in the name and style of ‘*Shree Sai Proficient Financial Services*’. However, the said entity was not an unregistered investment advisor as there is no client to whom any advice was given by the said entity or the proprietor. Thus, it cannot be said to be an unregistered investment advisor. The fact is that the Noticee had outsourced some of her non-core functions like Human Resource Management, Marketing Plan and Accounting functions to her third party associate i.e., Ms. Madhuri Garg, as the Noticee is not an expert in accounting/ taxation/ law. Noticee consulted her chartered accountant, upon whose guidance the said arrangement was made;
- vi. The functioning of Noticee and her outsourcing associate needs to be understood before coming to a conclusion. It is submitted that the Noticee had two different teams of employees working under her. One set of employees was directly interviewed, selected and employed by the Noticee and the other set was interviewed and selected by Ms. Madhuri Garg and employed and trained by the Noticee. In order to avoid any confusion as to how much business has been generated out of the efforts made by Ms. Garg, the team was instructed to take payment in easebuzz account which was connected to the account of Ms. Garg. Here it is pertinent to understand that Ms. Garg was only responsible for hiring of employees under her code and the training part was taken care by Noticee. Further, Ms. Garg would also suggest social media and other marketing

strategies which may or may not be used by the Noticee and the remuneration was decided based on the business generated on the advice of Ms. Garg. It is also pertinent to mention that KYC, risk profiling, suitability report etc., was done and prepared for all the persons who deposited payment through easebuzz gateway.

- vii. The allegation that assurance of some kind of profit was given is totally false and frivolous and is unsubstantiated and there is absolutely no evidence at all to support such a preposterous claim. Further, the allegation that certain WhatsApp chats with Mr. Deepak Mishra reveal that Noticee has operated complainant's demat account is totally false, frivolous and extraneous. Firstly, the said WhatsApp chats have not been provided to the Noticee by SEBI. Unless the document is supplied to the Noticee, it cannot be relied upon. Secondly, the alleged WhatsApp chats in the SCN do not show any phone number from which the purported WhatsApp chats have been made. Thus, without the phone number the chats cannot be traced to either the Noticee or any other person. There is no evidence to substantiate the allegation that the Noticee was providing assured and unrealistic returns;
- viii. The allegations are made on the basis of alleged WhatsApp communication. The Noticee denies having any such WhatsApp communications with the clients. Neither the Noticee, nor any person working under her instructions has made any such communication. Unless the said chats are verified, they cannot be held against the Noticee. It may be noted that there are a number of apps on google play store where fake WhatsApp chats that look exactly like original ones can be made and thus even Hon'ble Supreme Court has held that WhatsApp chats cannot be relied upon unless they are accompanied with a certificate under section 65B of the Indian Evidence Act and the original instrument from which such chats are allegedly made is submitted/ confiscated for investigation and it is proved by a FSL report that the chats are original;

- ix. The allegation that Shree Sai Proficient Financial Services – Proprietor Ms. Madhuri Garg (hereinafter referred to as the '**SSPFS**') was sending emails to public and offering assured returns and projecting itself as registered entity is totally false and frivolous as even in the SCN not a single email has been annexed to give credibility to such a claim. Further the email id saiproficientinvestment@gmail.com did not belong to Ms. Madhuri Garg or SSPFS. SSPFS (Proprietor: Ms. Madhuri Garg) was not authorized to contact any client and its job was only to take care of non-core activities of the Noticee;
- x. While it is true that Noticee had an outsourcing arrangement with Ms. Garg but there is nothing on record to show that SSPFS (Proprietor: Ms. Madhuri Garg) provided any advice and there is no invoice or SMS or any other communication to show that SSPFS (Proprietor: Ms. Madhuri Garg) gave advice or recommendations to any client or complainant. There was no deception caused to general public and the fact of the matter is that the clients were dealing with Noticee. The clients were issued invoices and all other compliance documents by the Noticee herself and the services were provided by the Noticee from her authorized numbers. The third party associate had no communication with any client whatsoever;
- xi. The Noticee disclosed all charges and fees to the clients at once and thereafter, the client, as per his financial requirements, selected services and tenure thereof. Pursuant thereto, on various occasions, the clients requested that the fees may be charged by the Noticee in installments. The Noticee allowed the clients to make payments in instalments and thus, the allegation of taking small amount initially and then charging heavy fees subsequently is totally unsubstantiated;
- xii. Complaint filed by Mr. Ashutosh Tiwari is also false and frivolous as Mr. Ashutosh had subscribed for the entire services and then paid in installments. Mr. Ashutosh has not shared the welcome email in which the invoice is sent. The service tenure is mentioned in both the welcome email and the invoice. In the present case, since the invoice is illegible, the

Noticee is unable to judge if the service tenure is visible or not. Further, the Noticee lost the data available with her as the server went corrupt during COVID and therefore, the Noticee is unable to verify the data on her end too;

- xiii. The complaint filed by Mr. Sameer Mahawar (hereinafter referred to as the “**Mr. Sameer**”) is arbitrary and capricious as the said client voluntarily paid for the services. On account of a clerical error, the dates in the invoice were recorded incorrectly. The Noticee offered to issue a fresh invoice with correct dates but the client sought refund of fees and his entire fees was refunded by the Noticee;
- xiv. The allegation that the Noticee was not doing KYC and/ or risk profiling is arbitrary and capricious. The Noticee was unable to provide the requisite data as the servers hosting the said data got corrupted during COVID. Pursuant thereto, the Noticee closed her business on account of certain financial exigencies;
- xv. As regards the allegation that the Noticee failed to resolve the complaints of the investors within the prescribed timelines, the Noticee has submitted that in terms of SEBI Circular dated December 18, 2014, only non-filing of Action Taken Report (‘ATR’) can be considered as violation and the entity cannot be forced to refund the fees or resolve the matter within 30 days. In this regard, reliance has been placed on the decision of Hon’ble Supreme Court in the matter of ***State of Rajasthan and Anr Vs. Shamsheer Singh***¹ to submit that even if a provision requires mandatory compliance, the impossibility of such compliance, would be sufficient excuse for non-compliance;
- xvi. The allegation of non-filing of ATR is further refuted as the Noticee was suffering from severe complications in her pregnancy and thereafter, there was a lockdown during the first wave of COVID;

¹ 1985 (supp) SCC 416

- xvii. The allegations as regards not sharing the change in address of the Noticee are false and frivolous. The Noticee had shared the details of her changed address and was also issued a certificate of registration with the changed address.

CONSIDERATION AND FINDINGS:

12. I have carefully perused the Enquiry Report issued to the Noticee along with the Post-Enquiry SCN, the SCN issued by the DA, the reply submitted by the Noticee before the DA and other material available on record. In the instant proceedings, the DA, after carefully considering and dealing with the aforesaid submissions made by the Noticee, has recommended that the Certificate of Registration granted to the Noticee be cancelled.
13. I shall now proceed to deal with the allegations against the Noticee under the following heads:

A. Promising assured returns to clients

14. During the course of examination, it was observed that the Noticee was promising assured returns to her clients on her website and through emails. The relevant excerpt from the website of the Noticee is as under:

Table 2

Service/Product name	Service/Product's feature
Stock Cash	We are proud to say that we offer stock cash options that are more than 95% accurate and end up in sure profits for our clients. <u>Benefits of our service:</u> ➤ We could assure 80-90% accuracy with all our stock cash tips under this plan, consistently.
Stock Cash HNI	We have dedicated research analyst who watch the market very carefully and deliver trading tips to book sure profits to our investors.
Index Options	We consistently maintain 90% above accuracy with our trading tips which are revealed with our past results.
Index F&O; HNI	Through this way, we are able to maintain 85-90% accuracy with all our tips.

15. Further, a client of the Noticee, namely, Mr. Sameer had filed a complaint stating that the Noticee had taken ₹14.25 lacs towards service charges. Mr. Sameer also submitted a copy of an email, allegedly received from the Noticee, wherein, the following was mentioned:

“Total paid amount Rs.525001/-, Total remaining Rs.1000000/-

...

*As per conversation with our executive Join our **(COMMETMENT PLAN + VOLUME + OFFER FOR SALE)** services We will give you good **Total profit (expected 88,00,000)**. You also know that there of **4 MONTHS** trading season COMPANY PROVIDING TO YOU, So You **HAVE TO** pay 50% amount of **remaining amount 5,00,000/-** INR, after paying this **amount (5,00,000/-)** only than you will get expected **profit 14,00,000**, after getting this profit then you have to pay whole remaining amount.”*

16. Additionally, another client of the Noticee, Mr. Shyam, filed a similar complaint stating that he paid ₹5 lacs to the Noticee but never received the promised returns. Copy of the email (received from saiproficientinvestment@gmail.com) mentioned as under:

“Equity service charge:- 500000(inclusive GST)

As in offer...

.... Join our equity commitment services only in 500000/-. You will get 90-95% accuracy in our levels rest is in installment after profit. We will give you good profit (depends upon market). You also know that there of 90 trading session. In this service we give approx. INR 8 lac profit and which we will give all support required.”

17. In light of the above, it has been alleged that the Noticee was offering assured returns to the clients.

18. The Noticee, in this regard, has submitted that the documents provided to the clients of the Noticee clearly contained the disclaimer that “...Investments are subjected to market risks...”. Further, the website of the Noticee also contained a scroll which read as - “...Investment In Stock And Commodity Market Is Subject To Market Risk. Please Do Not Trade On Those Tips Which Are Not Provided Through SMS Or Messenger...”. Additionally, the email relied upon by Mr. Sameer is forged and fabricated and was not sent by either the Noticee or her employees. As submitted, the said email does not contain the details of

the sender and cannot be relied upon without proper verification. Additionally, the Noticee has also submitted that Mr. Shyam received the email from 'saiproficientinvestment@gmail.com' which is a fake email ID and does not belong to the Noticee or her employees.

19. In this regard, I note that the allegation of promising assured returns against the Noticee has two facets. One is the factum of Noticee promising assured returns on her website and the other one is Noticee promising assured returns through emails. As regards the assured profits promised on the website, the Noticee has submitted that the documents provided by the Noticee clearly provided a disclaimer that investments are subject to market risk. Similarly, the website of the Noticee also ran a scroll with the disclaimer that *“Investment In Stock And Commodity Market Is Subject To Market Risk. Please Do Not Trade On Those Tips Which Are Not Provided Through SMS Or Messenger”*. Having perused the submissions of the Noticee, I am of the view that merely making these disclaimers cannot be deemed sufficient and cannot absolve the Noticee of her fiduciary duties. The website of the Noticee contained material which, *inter alia*, declared publically that *“...we offer stock cash options that are **more than 95% accurate and end up in sure profits** for our clients...”* and *“...We have dedicated research analyst who watch the market very carefully and deliver trading tips **to book sure profits** to our investors...”*. The said claims on the website of the Noticee which were visible to public at large, were clearly aimed at nudging the retail investors into availing the services of the Noticee. The Noticee has also not disputed that her website contained the aforesaid claims. In my opinion, the fact that the website and the documents shared with the clients contained disclaimer as regards the investments being subject to market risk cannot justify the explicit promises of assured returns made by the Noticee. The Noticee being a registered intermediary had a fiduciary relationship with her clients and accordingly, ought to have exercised utmost caution while dealing with the clients. Additionally, such explicit invitation, as

made by the Noticee on her website, to lure investors, cannot be labelled as a mere marketing gimmick and clearly falls foul of the regulatory requirements.

20. As regards the allegation of promise of assured returns made by the Noticee through emails, the Noticee has argued that the complaint filed by Mr. Sameer is forged and the email ID mentioned by Mr. Shyam in his complaint does not belong to the Noticee. A perusal of material available on record reveals the contradictory nature of the claims made by the Noticee vis-à-vis the material available on record. As regards the complaint filed by Mr. Sameer, I note that the Noticee has failed to bring on record any legal action taken by her against the allegedly fabricated complaint filed by Mr. Sameer. On the other hand, in her submissions, the Noticee has acknowledged that she had refunded certain amount to Mr. Sameer, thereby establishing a relationship between the two entities.

21. Similarly, as regards the complaint filed by Mr. Shyam, the Noticee herself interacted with the complainant, through email ID meeshika.mv@gmail.com, on April 26, July 10 and July 11, 2019, and assured him of refunding the amount of ₹50,000, paid by the said client to the Noticee. Thus, while on one hand the Noticee has argued that the email ID mentioned by Mr. Shyam while filing the complaint, i.e., saiproficientinvestment@gmail.com, was not related to the Noticee, on the other hand, the Noticee has herself interacted with the said complainant and promised to refund an amount of ₹50,000/-. The relevant excerpt of the aforesaid emails is as under:

“YES SIR I AM FULL FILL MY COMMITMENT ASAP. YOUR MONEY NOT GO ANY WHERE. AND ONE THING MORE. WE GIVE YOU 50000/- FOR THE TRADING PURPOSE AND DUE TO ELECTIONS MARKET FOR TRADING IS NOT GOOD. SO WE HOLD IT FOR THIS TOO. WE GIVE YOU MONEY AT THE TIME OF THE IMMEDIATE TRADING.

...

yes sir i agree give me some time i will deposit 50000 as soon as possible”

22. Accordingly, the argument of the Noticee that the complaints filed by Mr. Sameer and Mr. Shyam were forged and the email ID did not belong to the Noticee is bereft of any merit.

23. In view of the above, I find that the Noticee was promising assured returns to her clients and was in violation of regulation 15(1), clauses 1 and 2 of Code of Conduct as mentioned in Schedule III read with regulation 15(9) of the IA Regulations and regulation 3(a), (b), (c), (d) of the PFUTP Regulations read with section 12A(a), (b) and (c) of the SEBI Act.

B. Receiving money from a third party

24. As established above, the Noticee was promising assured returns to her clients, including, Mr. Shyam. Mr. Shyam had received an email on August 13, 2018 from the email ID saiproficientinvestment@gmail.com, wherein, he was promised assured returns. Pursuant thereto, Mr. Shyam had allegedly made certain payments to the Noticee. In this regard, Mr. Shyam had shared a copy of receipts received from Easebuzz (platform through which payment was made by Mr. Shyam). In light of the complaint filed by Mr. Shyam, data was sought from Easebuzz and vide email dated February 14, 2020, Easebuzz shared certain details such as the KYC, PAN Card and transactions details of the account to which the payments were made by Mr. Shyam pursuant to the receipt of the aforesaid email. The data received from Easebuzz revealed as under:

Name: Sai Proficient Research Investment Advisory
Email: proficientsai@gmail.com
Contact Number: 8370039735
Bank Name: Axis Bank
Branch Name: Indore
Bank Info: Shree Sai Proficient Financial Serv
IFSC Code: UTIB0000043
Account No.: 918020043217061
Business Name: Shree Sai Proficient Research
Investment Advisory
PAN ID: CMSPG1119C

25. Perusal of the aforesaid data (Bank A/c and PAN details) revealed that the said account was registered in the name of SSPFS (Proprietor: Ms. Madhuri Garg) and all the payments made by Mr. Shyam were reflecting in the said account. It was further noted that SSPFS (Proprietor: Ms. Madhuri Garg), was not a SEBI registered investment adviser. However, emails were being sent to the investors (through the email ID saiproficientinvestment@gmail.com) in the name of the Noticee and using the registration number of the Noticee (INA000002504). Based on one such email, dated August 13, 2018, Mr. Shyam made payments in the account of SSPFS (Proprietor: Ms. Madhuri Garg). It was noted during the examination that all the payments made by Mr. Shyam, i.e., between August 10, 2018 to September 19, 2018, were reflecting in the account of SSPFS (Proprietor: Ms. Madhuri Garg), with Easebuzz. It was further observed that SSPFS (Proprietor: Ms. Madhuri Garg) had registered proficientesai@gmail.com as the email ID with Easebuzz, whereas, she was sending emails about investment advisory services through another email id saiproficientinvestment@gmail.com.

26. The details of the bank accounts of SSPFS (Proprietor: Ms. Madhuri Garg), as noted from the material available on record, are as under:

Table 3

Sr. No.	Bank Name	A/c No.	Period	Receipts considered as advisory fees (in ₹)
1	Axis Bank Ltd.	91802004321706	08-May-2018 to 15-Feb-2020	1,09,45,680.83
	Credits through Easebuzz	1	29-May-2018 to 31-Dec-2019	1,80,66,244.43*
2	ICICI Bank Ltd	185905500416	07-May-2018 to 12-Mar-2020	41,68,569.50
Total				3,31,80,494.76

(*) The Net Receipts in case of Axis Bank do not include an amount of ₹1,75,96,236.04 transferred from Easebuzz account to Axis Bank account. The same amount is included in the net receipts for Easebuzz.

27. It was also observed that after filing of the complaint in SCORES by Mr. Shyam, Ms. Meeshika, proprietor of the Noticee, vide email dated April 26, 2019, from the email id meeshika.mv@gmail.com (registered email id with SEBI) informed the said complainant as follows:

“YES SIR I AM FULL FILL MY COMMITMENT ASAP. YOUR MONEY NOT GO ANY WHERE. AND ONE THING MORE. WE GIVE YOU 50000/- FOR THE TRADING PURPOSE AND DUE TO ELECTIONS MARKET FOR TRADING IS NOT GOOD. SO WE HOLD IT FOR THIS TOO. WE GIVE YOU MONEY AT THE TIME OF THE IMMEDIATE TRADING.”

28. Further, it is observed that the Noticee had sent emails to the said complainant on July 10, 2019 and July 11, 2019 too, stating as follows:

July 10, 2019 email - *“yes sir i agree give me some time i will deposit 50000 as soon as possible”*

July 11, 2019 email - *“I will try my level best. “*

29. It is observed from the above emails that though the payment had gone in the account of SSPFS (Proprietor: Ms. Madhuri Garg), the Noticee was corresponding with Mr. Shyam about refunding the amount.

30. Additionally, one more complainant, Mr. Ramkesh Sharma, had also filed a SCORES complaint dated January 16, 2019 against the Noticee stating that employees of the Noticee, viz., Mr. Chirag and Mr. Praveen had assured him returns of ₹50,000/- per week and they had taken his Demat account ID and password too. In this regard, upon analysis of the transactions of payments made by the complainant, it was observed that the payments of ₹3,199/-, ₹21,800/- and ₹51,650/ were made through Easebuzz, from January 01, 2019 to January 08, 2019 and the same was also reflecting in the account of SSPFS (Proprietor: Ms. Madhuri Garg).

31. Similarly, another complainant, Mr. Hardev Singh, had also filed a SCORES complaint dated August 29, 2019 and submitted invoice copy of ₹2,13,000/- issued by the Noticee and email receipt received from Easebuzz dated July 25, 2019 of ₹6,500/-. Upon scrutiny of the payments made by Mr. Hardev, it was observed that the payments were made through Easebuzz from July 26,

2019 to July 31, 2019 and the same was also reflecting in the account of SSPFS (Proprietor: Ms. Madhuri Garg).

32. In addition to the aforesaid, Mr. Hardev had also stated in his complaint that his Demat account was handled by one Mr. Deepak Mishra who had promised assured returns. In support of the same, he submitted WhatsApp chats with Mr. Deepak Mishra. In this regard, some of the extracts of the communication between the Mr. Hardev and Mr. Deepak is given below:

*"25/07/19 @9:40 pm Deepak Mishra: Night me 12 bje tk v kr doge to ho jayega
26/07/19 @9:28 am Hardev Dhillon: Id TB33454 psw sukh3333h*

...

*26/07/19 @6:53 pm Deepak Mishra: Aap unko Bol Dena Wednesday ko 140000
lelena*

26/07/19 @6:54 pm Deepak Mishra: Ye Mera commitment hai

...

*08/03/19 @4:00 pm Deepak Mishra: SBI Bank AC Holder Name: Sai Proficient
Research Investment Advisory A/c No-: 34855752897 IFSC-: sbin004241
www.saiproficient.com*

*08/03/19 @4:08 pm Deepak Mishra: Note Our ICICI Bank A/c Holder Name:-
Shree Sai Proficient Financial Services A/c Number:- 185905500416 IFSC Code:-
ICIC0001859."*

33. Basis above, it was observed that Mr. Deepak Mishra had mentioned the bank account number of the Noticee as well as of SSPFS (Proprietor: Ms. Madhuri Garg) which indicates that both the accounts were being used (i.e., Noticee's and SSPFS's) to collect money from the investors by using name and registration number of the Noticee.

34. It was also observed, during the course of examination, that money was sent from the Axis bank account which was opened in the name of SSPFS (Proprietor: Ms. Madhuri Garg) to the ICICI bank account of the Noticee. The details of the same are as under:

Table 4

Date of payment	Amount of Payment
18.09.2018	4,005.90
08.10.2018	46,005.90
05.11.2018	10,005.90

Date of payment	Amount of Payment
30.11.2018	5,005.90
20.02.2019	20,005.90
21.02.2019	15,005.90
27.02.2019	5,005.90
28.02.2019	8,005.90
04.03.2019	70,005.90
06.03.2019	12,005.90
27.03.2019	17,005.90
28.03.2019	902.95
02.04.2019	10,005.90
02.04.2019	10,005.90
02.04.2019	10,005.90
02.04.2019	10,005.90
03.04.2019	2,005.90
03.04.2019	13,005.90
03.04.2019	13,005.90
03.04.2019	13,005.90
03.04.2019	13,005.90
03.04.2019	13,005.90
03.04.2019	13,005.90
03.04.2019	13,005.90
04.04.2019	5,005.90
08.04.2019	7,005.90
08.04.2019	7,005.90
10.04.2019	47,005.90
15.04.2019	12,005.90
04.05.2019	1,305.90
Total	4,12,368.15

35. In view of the above, it has been alleged that the Noticee acted fraudulently and deceived the general public into believing that SSPFS (Proprietor: Ms. Madhuri Garg) was a SEBI registered entity.

36. In this regard, the Noticee has argued that SSPFS (Proprietor: Ms. Madhuri Garg) was not an unregistered investment advisor as SSPFS (Proprietor: Ms. Madhuri Garg) was not providing investment advisory services to any of the clients and the Noticee had only outsourced certain non-core activities to SSPFS (Proprietor: Ms. Madhuri Garg). In order to avoid any confusion as to the revenue generated, SSPFS (Proprietor: Ms. Madhuri Garg) and the Noticee had an arrangement that SSPFS (Proprietor: Ms. Madhuri Garg) would receive payments in the Easebuzz account. For all the clients who made payments through Easebuzz, KYC, risk profiling, suitability report, etc. were

also duly done by the Noticee. The Noticee has also submitted that the allegation of her employees operating the demat account of clients is also frivolous. *Firstly*, the Noticee has not been provided with the WhatsApp chats which have been relied upon and *secondly*, the said chats do not show any phone number from which the purported chats have been made. Thus, without the number, the chats cannot be traced back to an individual. Further, the said chats cannot be relied upon in absence of a proper certificate under section 65B of the Indian Evidence Act. The Noticee has also submitted that the SSPFS (Proprietor: Ms. Madhuri Garg) was not authorized to contact any clients and SSPFS's role was limited to managing the non-core activities.

37. At this juncture, I deem it fit to note that separate proceedings are pending with respect to the alleged unregistered investment advisory activities by SSPFS (Proprietor: Ms. Madhuri Garg). Therefore, the aspect of SSPFS (Proprietor: Ms. Madhuri Garg), allegedly being involved in unregistered investment advisory activities, is not being addressed in this Order.

38. I note that the argument of the Noticee that SSPFS (Proprietor: Ms. Madhuri Garg) was primarily handling non-core activities for the Noticee is largely based on the Memorandum of Understanding ('MoU') executed between the two entities. As observed by the DA, the said MoU specified that the activities of SSPFS (Proprietor: Ms. Madhuri Garg) would be limited to recruiting the staff of the Noticee and managing the sales and marketing team. However, in the present case, that the said mandate was clearly being breached as the clients were depositing monies in the bank account which was opened in the name of SSPFS (Proprietor: Ms. Madhuri Garg). As noted from Table 4 above, approximately ₹4 lakhs received from the clients in the account of SSPFS (Proprietor: Ms. Madhuri Garg) was subsequently transferred to the account of the Noticee. Additionally, the Noticee, through her email was also corresponding with the investors who had made payments in the account of SSPFS (Proprietor: Ms. Madhuri Garg). The said facts, in my view, are

sufficient to establish that Noticee and SSPFS (Proprietor: Ms. Madhuri Garg) were acting beyond the scope of the MoU. In my opinion, the Noticee, being a SEBI registered intermediary, was expected to conduct her affairs in a manner within the confines of the regulatory provisions. In the present set of facts, the Noticee along with a third party made misleading representations to the investors. The investors were not being contacted directly by the Noticee. Further, while contacting the said clients, no appropriate disclosures were made by the Noticee (about SSPFS not being a SEBI registered intermediary and doing outsourced activities for the Noticee). The said act of the Noticee (through SSPFS) resulted into innocent investors being misled into believing that they were interacting with a SEBI registered intermediary.

39. In addition to the above, although the Noticee has submitted that she carried out KYC and prepared suitability reports, she failed to submit evidence in support of these claims during the course of proceedings before the DA and has also not placed any evidence on record during the present proceedings. Therefore, I find that the submissions of the Noticee in that regard are not tenable.
40. Further, the submission of the Noticee that she was not provided the WhatsApp chats between Mr. Deepak Mishra and the complainant has already been suitably dealt with by the DA. As observed by the DA, the relevant WhatsApp chats were provided to the Noticee digitally vide email dated August 29, 2024. The Noticee also collected the relevant annexures of said chats physically from the Indore Local Office of SEBI on September 27, 2024. Accordingly, the submission of the Noticee not having received the relevant chats is bereft of any merit.
41. As regards the chats between Mr. Hardev and her employees, the Noticee has argued that the WhatsApp chats in question cannot be relied upon in the matter in absence of proper certificate in terms of section 65B of the Indian Evidence

Act. The DA, after analyzing the submissions of the Noticee, has observed that the requirement of digital certificate under section 65B of the Evidence Act is applicable on *all judicial proceedings in or before any Court* and since the present proceedings are quasi-judicial in nature, the said requirements are not applicable.

42. Without delving into the submission of the Noticee, as regards applicability of section 65B, I deem it fit to first discuss the nature/ quality of evidence in the present proceedings and its reliability. The subject WhatsApp chats do not mention any number and therefore, in absence of any specific identifiers it is not practically possible to attribute the said chats to the Noticee or her employees. Accordingly, I find that the said WhatsApp chats cannot be relied upon in the present case.
43. In light of the aforesaid discussion, without relying upon the WhatsApp chats as noted above, I find that the Noticee, in the garb of outsourcing her non-core activities, collected money from her clients using a third party as a front and further received the said monies in her account subsequently. The act of the Noticee, in allowing a third party to impersonate herself, was an active concealment of a fact by the Noticee and was therefore, a fraudulent act, in terms of regulation 2(1)(c) of the PFUTP Regulations. The clients were depositing monies in the account of SSPFS (Proprietor: Ms. Madhuri Garg), while being under the impression that they were dealing with a SEBI registered intermediary.
44. In light of the above, I find myself in agreement with the observations of the DA that the Noticee is in violation of regulation 15(1) of the IA Regulations, clauses 1 and 2 of Code of Conduct as mentioned in Schedule III read with regulation 15(9) of IA Regulations and regulation 3(a), (b), (c) and (d) of PFUTP Regulations read with section 12A(a),(b) and (c) of the SEBI Act.

C. Unfair dealing with clients

45. It was observed during the course of examination that the Noticee was not disclosing the fee structure to the clients upfront. The Noticee, allegedly, used to start the advisory services after receiving part payment (₹5,000 - ₹10,000) and subsequently, demanded additional payments from the clients in the garb of senior executive charges, file transfer, advanced services, etc. As alleged, if clients refused to pay the aforesaid amounts, they were threatened with forfeiture of monies already paid.
46. One of the clients of the Noticee, Mr. Ashutosh Tiwari, had filed a complaint dated February 4, 2020, wherein, Mr. Ashutosh had submitted that he had initially paid ₹10,000 to the Noticee for *Stock Cash* services on October 16, 2019. Pursuant to the same, the complainant was further asked to deposit additional ₹60,800 (for *Stock Cash* services) by an employee of the Noticee, which was done by the complainant on October 17, 2019 and October 24, 2019. Further, the invoices issued by the Noticee to Mr. Ashutosh did not contain the service tenure, service start date, etc. In light of the said facts, it has been alleged that the Noticee was selling the same services multiple times to the same client in the garb of advance services.
47. Similarly, Mr. Sameer Mahawar, another client of the Noticee had filed a complaint dated February 19, 2020 and alleged that he had paid ₹14.25 lakhs to the Noticee. Mr. Sameer had allegedly paid around ₹6 lakhs to the Noticee initially but was subsequently pursued to pay additional sum of ₹9 lakhs. The details of the invoices, as available on record, issued to Mr. Sameer by the Noticee are as under:

Table 5

Date of Invoice	Payment receipt No. (RCN)	Service name	Service start date	Service tenure	Service charges (₹)
17-Dec-2018	SPRDEC015	HNI	13-Dec-2018	12-Mar-2018	2,75,001/-

08-Feb-2019	SPRFEB009	HNI	13-Dec-2018	12-Mar-2018	7,50,001/-
25-Feb-2019	SPRFEB018	HNI	13-Dec-2018	13-Jul-2019	2,00,000/-
				Total	12,25,002/-

48. It is noted from the above Table that the Noticee issued three invoices to Mr. Sameer for *HNI Services* starting from December 13, 2018. Further for invoice/ payment receipt numbers SPRFEB009 and SPRFEB018, it was noted that although the date of invoice was in February 2019, the service start date was in December 2018, i.e., two months prior to raising the invoice.
49. Additionally, 22 complainants had filed complaints against the Noticee on the SCORES Portal. In this regard, it is noted from the material available on record that the Noticee, vide email dated February 27, 2020, was advised to submit the KYC details, risk profiling forms, etc. for the aforesaid 22 complainants but she failed to do so.
50. In light of the above facts, it has been alleged that the Noticee was dealing unfairly with her clients by not disclosing her fee structure upfront, extracting money subsequently in the garb of additional service charges, senior executive charges and was charging unreasonable fees from her clients.
51. The Noticee, in her response, has argued that she used to disclose all her charges upfront to the clients and the clients, as per their financial requirements, selected services and tenure. The clients, on various occasions, requested that the fees may be charged in installments and thus, the allegation of taking small amount initially and charging heavy fees subsequently is unsubstantiated.
52. The Noticee has further submitted that the complaint of Mr. Ashutosh is false and frivolous, and he had subscribed for the entire services and then paid in installments. Mr. Ashutosh has not shared the welcome email and since the

invoice in the present case is not legible, the Noticee is unable to verify if the tenure of the service is visible or not. As regards the complaint filed by Mr. Sameer, the Noticee has submitted that it is arbitrary and capricious as the said client had voluntarily paid for the services. Further, the dates mentioned in the invoice of Mr. Sameer were incorrectly recorded on account of a clerical error.

53. The Noticee has also argued that the allegation that she was not doing KYC and risk profiling is also arbitrary and capricious as she was unable to provide the relevant data to SEBI for the reason that the servers hosting the said data got corrupted during COVID. Pursuant thereto, the Noticee closed her business on account of financial exigencies.
54. I have perused the submissions of the Noticee vis-à-vis the material available on record I find myself in agreement with the observations made by the DA. The submission of the Noticee that she disclosed the fees to be charged upfront and the clients were making payments in installments lacks a proper rationale. For instance, Mr. Ashutosh made the first payment on October 16, 2019 and then subsequent payments were made on October 17 and October 24, 2019. If the Noticee's justification was bonafide, then the said client would not have made additional payments in such close proximity to the first payment. The remaining payments (i.e., installments as claimed) would have been made at periodic intervals subsequently after lapse of a reasonable time and not the next day or within a week.
55. Similarly, although the Noticee has labelled the complaint filed by Mr. Ashutosh as false and frivolous but she has failed to adduce any evidence whatsoever in support of her submissions. The Noticee has not produced any agreement or any other document to establish the fact that Mr. Ashutosh had subscribed for entire services and chose to pay in installments. Further, the argument of the Noticee, that the invoice issued to Mr. Ashutosh and provided to the

Noticee with annexures is not legible, appears to be an attempt to avoid the liability attributable to her. On perusal of the said invoices, it is clear that they did not contain the service start date or the service tenure and thus, the submission that it is not legible holds no merit. Further, perusal of the said invoices also revealed that the Noticee, for the same service *Stock Cash*, issued multiple invoices to the same client and charged the client multiple times for the same service.

56. Further, the submission of the Noticee that the dates were mentioned incorrectly in the invoice of Mr. Sameer on account of a clerical error has to be analyzed, keeping in mind, the allegation established in previous paras. The Noticee, in the present allegation, has failed to bring on record any evidence to establish her innocence. No material has been brought on record to establish the fact that it was a clerical error and was a one off incident. Similar issue is noted in the invoice raised for Mr. Ashutosh wherein requisite details were missing from the invoice. Therefore, in absence of any documentary evidence to support the submissions of the Noticee, I am not inclined to accept the same.

57. As regards the submission that the servers hosting the relevant data containing KYC details, etc. got corrupted during COVID, the Noticee has failed to adduce any evidence in support of her submissions. She has merely made a generic/vague submission regarding loss of data during COVID without specifying any timeline. She has brought nothing on record to show that she made attempts to recover the lost data e.g. communications with any expert / service provider in relation to her attempt to retrieve the data. Additionally, it is pertinent to mention that the Noticee is mandated by regulation 19(3) to conduct annual audits in respect of its compliance with the IA Regulations. If the Noticee had the requisite data at all times prior to the claimed corruption of data, the same could have been established by submitting the audit reports for earlier years. However, apart from making unsubstantiated submissions, the Noticee has not

adduced any evidence to back her claims. Thus, I am of the view that mere submissions, in absence of any documentary evidence do not help the case of the Noticee.

58. In view of the above, I find that the Noticee failed in her duties as a registered intermediary and indulged in unfair dealings with her clients which involved charging higher fees, not doing KYC and risk profiling and charging same clients multiple times for same services. Accordingly, I hold the Noticee to be in violation of regulation 15(1) of the IA Regulations and Clauses 1, 2, 5 and 6 of Code of Conduct as mentioned in Schedule III read with Regulation 15 (9) of the IA Regulations.

D. Failure to resolve investor complaints within prescribed timelines

59. During the course of examination, it was observed that there were 23 unique SCORES complaints pending against the Noticee, as on March 15, 2020. Out of the said 23 complaints, the Noticee had failed to file the action taken report ('ATR'), within 30 days in respect of 8 complaints, which was in violation of SEBI Circular dated December 18, 2014 and regulations 21(1) and 28(f) of the IA Regulations.

60. The details of the complaints, where ATR was filed after the specified timeline of 30 days by the Noticee, as available on record, are as under:

Table 6

Sr. No.	SCORES Complaint number	Name of Complainant	Date of receipt of complaint	Date of forwarding the complaint to IA	Date of Final ATR	Excessive time (in days) above 30 days *
1	SEBIE/MP19/0003195/1	Kulwinder Singh	24/12/2019	01/01/2020	Not Submitted	45

Sr. No.	SCORES Complaint number	Name of Complainant	Date of receipt of complaint	Date of forwarding the complaint to IA	Date of Final ATR	Excessive time (in days) above 30 days *
2	SEBIE/MP19/0003078/1	Gyan Shankar Shukla	23/12/2019	26/12/2019	Not Submitted	50
3	SEBIP/MP19/000406/1	Jitendra Kumar Yadav	31/10/2019	05/11/2019	29/01/2020	25
4	SEBIE/MP19/0002096/1	Hardev Singh	29/08/2019	07/10/2019	30/01/2020	84
5	SEBIE/MP19/0002003/1	Ajim Sattar Patave	21/08/2019	04/10/2019	29/01/2020	56
6	SEBIE/MP19/0001894/1	Sumit Kumar	04/08/2019	07/08/2019	Not Submitted	191
7	SEBIE/MP19/0000421/1	Ramkesh Sharma	16/01/2019	19/02/2019	11/04/2019	24
8	SEBIE/MP18/0004611/1	Arun Mandal	20/11/2018	20/11/2018	14/01/2019	26

*up to 15.03.2020

61. In this regard, the Noticee has submitted that in terms of the SEBI Circular dated December 18, 2014, only non-filing of the ATR can be considered as a violation and the entity cannot be forced to refund the fees or resolve the matter within 30 days. Further, at the relevant time, the Noticee was also suffering from severe complications in her pregnancy, which was followed by the COVID pandemic, disabling the Noticee from filing the ATR in a timely manner.
62. In this regard, I note that the Noticee has entirely missed out on the intent of the aforesaid circular. The circular, *inter alia*, aims at establishing a structure wherein the registered intermediaries act promptly in addressing the concerns/complaints raised by the investors. The circular, *inter alia*, mentions as under:

*“...The listed companies and SEBI registered intermediaries to whom complaints are forwarded through SCORES, shall take immediate efforts on receipt of a complaint, **for its resolution**, within thirty days...” (emphasis supplied)*

It is noted from the above that the subject SEBI circular requires the SEBI registered intermediaries to take immediate steps on receipt of a complaint to resolve the said complaint and a mere technical compliance by filing the ATR would not uphold the spirit of the said circular. There is nothing on record to suggest that the Noticee took immediate efforts towards resolution of investor complaints.

63. In the present case, the Noticee filed the ATR after the specified timeline of 30 days in 5 cases and failed to file the ATR in 3 cases. The Noticee has also not contested the fact that she has filed the ATR with delay in 5 cases and has failed to file ATR in 3 cases.

64. However, at this juncture, I deem it fit to take into account additional factors which have been brought on record by the Noticee. As stated by the Noticee, she was experiencing complications in her pregnancy at the time and was therefore unable to comply with the requisite provisions of law. I note that the said factor was taken into account by the DA while making observations as regards the allegation of Noticee not co-operating with SEBI and failure to submit the relevant documents. Taking into account the aforesaid factor, the DA noted that the Noticee could not have possibly cooperated in the examination and has accordingly observed that the Noticee is not liable for violation of the said allegations. However, as regards the present allegation, the DA appears to have not taken the factor of complication of pregnancy of the Noticee in account. Considering the above factors, I am of the view that delay in filing ATR for 5 cases (out of 8) can be condoned and the Noticee may not be held liable for the same.

65. However, as regards the remaining 3 cases wherein the ATR was not filed, the Noticee has failed to provide any justification and I am of the view that the Noticee has failed in her duties as a SEBI registered intermediary. It is noted that as on December 3, 2025, the status of the said 3 cases is as under:

Table 7

Sr. No.	SCORES Complaint number	Name of Complainant	Date of receipt of complaint	Date of forwarding the complaint to IA	Date of Final ATR, if filed	Excessive time above 30 days
1	SEBIE/MP19/000319 5/1	Kulwinder Singh	24/12/2019	01/01/2020	NA	2138
2	SEBIE/MP19/000307 8/1	Gyan Shankar Shukla	23/12/2019	26/12/2019	NA	2139
3	SEBIE/MP19/000189 4/1	Sumit Kumar	04/08/2019	07/08/2019	NA	2280

66. It is noted from the above Table that, as on December 1, 2025, the Noticee has still not resolved the said complaints and therefore, hold that she failed to address the investor complaints in a timely manner. Accordingly, I find her to be in violation of SEBI Circular dated December 18, 2014 and regulation 21(1) and 28(f) of the IA Regulations.

E. Failure to submit change in material information

67. It was observed during the course of examination that the Noticee had changed the address of her office and failed to intimate SEBI about the same. As per the records available with SEBI, the registered address of the Noticee was as under:

**UG-69, Trade Center, 18,
South Tukoganj, Indore,
Madhya Pradesh - 452001**

However, the Noticee had displayed the below-mentioned address on her website:

**Scheme No. 74, Indore-452001
Registered office:
Vijay Nagar, Indore**

**Branch office:
Scheme no. 74, Vijay Nagar,
Indore-452001**

68. Additionally, it noted from the material available on record that the Noticee, vide letter dated September 1, 2018, had informed the State Bank of India ('SBI') that the Noticee's registered address had changed and the new address was as under:

**Office no. 107, Vikram Urbane, Mechanic Nagar,
Plot no. 25, Bhamori Road,
Indore**

69. In light of the above, it is alleged that the Noticee changed her registered address and failed to inform SEBI about the same. Since the said change was a material information, the Noticee, in terms of regulation 13(b) of the IA Regulations, was statutorily bound to inform SEBI about the same.

70. In this regard, the Noticee has submitted that the said allegation is false and frivolous as details of the said change in address was intimated to SEBI and she was also issued a new certificate of registration pursuant to the same.

71. I note that the aforesaid submission of the Noticee has already been appropriately dealt with by the DA. The DA, in this regard, has observed that the Noticee, barring an undated letter, has failed to bring on record any evidence whatsoever to substantiate the argument that she had intimated SEBI about the change in address. The Noticee, before the DA, was also advised to produce the alleged certificate of registration which was issued to the Noticee pursuant to the change in address. However, the Noticee failed to produce the same before the DA. I note that the Noticee has not produced any document/ evidence during the course of present proceedings as well to substantiate her submission as regards change in address.

72. In light of the above, I find myself in agreement with the observations of the DA and hold the Noticee to be in violation of regulation 13(b) and regulation 15(9) read with Clause 5 of Code of Conduct of Schedule III of the IA Regulations.

CONCLUSION

73. To conclude, I find the Noticee to have committed the below-mentioned violations:

- a) Promising of assured higher returns;
- b) Receiving money from the clients using a third party as a front;
- c) Unfair dealing with clients;
- d) Failure to resolve the clients' complaints within prescribed timelines; and
- e) Failure to submit material information w.r.t change in Registered office address and non-disclosure of registered office address on her website.

74. Having observed as above, at this juncture I deem it necessary to discuss the nature of directions to be issued against the Noticee. The DA, in the enquiry report dated December 24, 2024, has recommended that the certificate of registration of the Noticee be cancelled. However, I am of the view that the violations established against the Noticee do not call for the most severe action. While the Noticee has been found guilty of promising assured returns and unfair dealings with her clients, I note that only two investor complaints have been registered against the Noticee with respect to the allegation of promising assured returns. Similarly, the violation of having dealt with her clients in an unfair manner, only pertains to 2 clients.

75. Additionally, I note that on account of not having paid the renewal fees, the certificate of registration of the Noticee is inactive, as on date. However, in terms of regulation 10 of the IA Regulations, any certificate of registration granted under regulation 9 to an investment adviser is valid till it is suspended or cancelled by the Board.

76. At this juncture, I deem it fit to place my reliance on the decision of the Hon'ble Securities Appellate Tribunal in the matter of ***Nirmal Bang Securities Private Limited Vs. Securities and Exchange Board of India***² wherein the Hon'ble tribunal observed as under:

“Cancellation of Certificate of registration is akin to capital punishment as far as an intermediary is concerned and therefore the same has to be awarded with great care and caution.”

77. In view of the discussion in the preceding paragraphs, I am of the opinion that cancelling the certificate of registration of the Noticee may not be commensurate with the violations established against her.

78. Considering the totality of the circumstances, I am of the opinion that for the violations established, suspension of certificate of the Noticee for a period of one year would be apt and proportionate. However, since the Noticee is not active as an investment adviser, any order of suspension, if made enforceable with immediate effect, would be rendered infructuous. Thus, the period of suspension, in the peculiar facts of the present matter, shall become effective if the certificate of registration of the Noticee is renewed by operation of law. The suspension shall have the effects and obligations as given in Regulation 32(1) of Intermediaries Regulations.

DIRECTIONS

79. In view of the above, I, in exercise of the powers conferred upon me under Section 19 of the SEBI Act, 1992 read with Regulation 27(5) of the Intermediaries regulations, hereby suspend the certificate of registration of the Noticee, i.e., Sai Proficient Research Investment Advisory Prop- Ms. Meeshika Vishwakarma (Registration No. INA000002504) for a period of one year.

² [2004] 49 SCL 421 (SAT)

80. This Order shall become operative from the date of renewal of the certificate of registration of the Noticee, if any, by operation of law.

81. A copy of the Order shall be served on the Noticee and the concerned Market Infrastructure Institutions for their information and record.

DATE: February 23, 2026

PLACE: MUMBAI

**AMARJEET SINGH
WHOLE TIME MEMBER
SECURITIES AND EXCHANGE BOARD OF INDIA**