



**BEFORE THE ADJUDICATING OFFICER  
SECURITIES AND EXCHANGE BOARD OF INDIA  
[ADJUDICATION ORDER NO. Order/JS/DP/2025-26/32228]**

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

In respect of:

**Sanjay Kumar  
(PAN: AVBPK4726F)**

**In the matter of dealings in Illiquid Stocks Options on BSE**

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**BACKGORUND OF THE CASE**

1. Securities and Exchange Board of India (hereinafter referred to as “**SEBI**”) observed large scale reversal of trades in the Illiquid Stock Options (hereinafter also referred to as “**ISO**”) on BSE Ltd. (hereinafter referred to as “**BSE**”) leading to creation of artificial volume. In view of the same, SEBI conducted an investigation into the trading activities of certain entities in ISO on BSE for the period starting from April 1, 2014 to September 30, 2015 (hereinafter referred to as “**IP**”).
2. Investigation by SEBI revealed that during the IP, a total of 2,91,744 trades comprising 81.41% of all the trades executed in stock options segment of BSE were trades involving reversal of buy and sell positions by the clients and counterparties in a contract. In these trades, entities reversed their buy or sell position in a contract with subsequent sell or buy position with the same counterparty. These reversal trades were alleged to be non-genuine as they lacked basic trading rationale and allegedly portrayed false or misleading appearance of trading leading to creation of artificial volume in those contracts. In view of the same, such reversal trades were alleged to be deceptive and manipulative in nature.
3. During the IP, 14,720 entities were found to have executed non-genuine trades in BSE’s stock options segment. It was observed that Sanjay Kumar (hereinafter referred to as the “**Noticee**”) was one of the entities who indulged in execution of



reversal trades in stock options segment of BSE during the IP. His trades were alleged to be non-genuine in nature which created false or misleading appearance of trading in terms of artificial volumes in stock options. Therefore, his trades were alleged to be manipulative and deceptive in nature. In view of the same, SEBI initiated adjudication proceedings against the Noticee for alleged violation of the provisions of regulations 3(a), (b), (c), (d), 4(1) and 4(2)(a) of SEBI (Prohibition of Fraudulent and Unfair Trade Practices) Regulations, 2003 (hereinafter referred to as “**PFUTP Regulations**”).

#### **APPOINTMENT OF ADJUDICATING OFFICER**

4. Pursuant to transfer of the case from erstwhile Adjudicating Officer (hereinafter referred to as “**AO**”), the undersigned was appointed as AO in the matter vide order dated April 04, 2025, under section 15-I of the Securities and Exchange Board of India Act, 1992 (hereinafter referred to as the “**SEBI Act**”) read with rule 3 of SEBI (Procedure for Holding Inquiry and Imposing Penalties) Rules, 1995 (hereinafter referred to as “**Rules**”), to inquire into and adjudge under the provisions of section 15HA of the SEBI Act for the alleged violations by the Noticee.

#### **SHOW CAUSE NOTICE, REPLY AND HEARING**

5. A Show Cause Notice dated March 02, 2022 (hereinafter referred to as “**SCN**”) was issued to the Noticee under rule 4(1) of Rules to show cause as to why an inquiry should not be held and penalty, if any, should not be imposed upon him for the alleged violations of the provisions of regulations 3(a), (b), (c), (d), 4(1) and 4(2)(a) of the PFUTP Regulations.
6. It was alleged in the SCN that the Noticee had executed reversal trades through ten non-genuine trades in three unique options contract creating artificial volume of 25,000 units. Summary of the dealings of the Noticee in said options contracts, in which he allegedly executed reversal trade during the IP, is as follows:



**Table No. 1**

<b>Contract name</b>	<b>Avg. buy rate (₹)</b>	<b>Total buy volume (no. of units)</b>	<b>Avg. sell rate (₹)</b>	<b>Total sell volume (no. of units)</b>	<b>% of Artificial volume generated by the Noticee in the contract to Noticee's Total volume in the contract</b>	<b>% of Artificial volume generated by the Noticee in the contract to Total volume in the contract</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
ULCL15JUL3100.00PE	26.30	2,500	35	2,500	100	100
ABNV15JUL1950.00PE	56	2,500	58	2,500	100	100
HERO15JUL2600.00PE	38.67	7,500	25	7,500	100	5.71

7. The relevant details regarding one of the contracts as mentioned in Table 1 are as under:

- (a) On July 15, 2015, the Noticee in the contract, viz., ULCL15JUL3100.00PE, had executed two trades for a total volume of 5,000 units with counterparty, viz., Pravasi Enterprises Ltd.;
- (b) While dealing in the said contract on July 15, 2015, Noticee at 12:40:57:838596 hrs. executed one sell trade for 2,500 units at Rs. 2,500 units at Rs. 35 with counterparty, viz., Pravasi Enterprises Ltd. the Noticee reversed the trade by executing one buy trade at 12:41:09:272754 for 2,500 units at Rs. 26.30;
- (c) From the above, it is noted that while dealing in aforesaid contract during the investigation period, the Noticee executed two trades (one buy trade and one sell trade). This accounts for 100% of the total market volume for this contract during the investigation period.

8. The SCN issued to the Noticee by Speed Post Acknowledgement Due (hereinafter referred to as “**SPAD**”), however, it returned undelivered with the remark ‘Incomplete address’, however, the SCN issued by email was successfully served upon the Noticee.



9. The Post SCN Intimation (hereinafter referred to as “**PSI**”) dated August 18, 2022 issued to Noticee stated that SEBI had introduced a Settlement Scheme, i.e., SEBI Settlement Scheme, 2022 (hereinafter referred to as “**Settlement Scheme 2022**”) in terms of regulation 26 of the Securities and Exchange Board of India (Settlement Proceedings) Regulations, 2018 (hereinafter referred to as “**Settlement Regulations**”). It further stated that the Settlement Scheme 2022 provided a one-time opportunity to the entities against whom proceedings were initiated and appeals against the said proceedings were pending, to settle the proceedings. The scheme commenced on August 22, 2022 and remained open for a period of three months. Later, the applicable period of the Settlement Scheme 2022 was extended to January 21, 2023 by SEBI. The said PSI was delivered to the Noticee.
10. Subsequently, vide notice of hearing dated March 14, 2023, Noticee was granted an opportunity of hearing. The said hearing notice was served upon him. However, Noticee did not appear for the hearing.
11. Noticee, vide email dated May 17, 2023, submitted that SCN dated March 02, 2022 was received by him only on May 09, 2022 and therefore he was unable to submit a reply earlier. Further, the Noticee expressed his willingness to avail the benefit of the SEBI Settlement Scheme, 2022 in order to settle the matter.
12. A second PSI dated March 06, 2024 was issued to the Noticee, wherein it was stated that SEBI had offered another Settlement Scheme, i.e., SEBI Settlement Scheme, 2024 (hereinafter referred to as “**Settlement Scheme 2024**”) in terms of regulation 26 of Settlement Regulations. The applicable period of the scheme was March 11, 2024 to May 10, 2024. Later, the Settlement Scheme 2024 was extended till June 10, 2024 by SEBI vide Public Notice dated May 08, 2024. The second PSI was issued to the Noticee through SPAD and email. However, the PSI issued by SPAD returned undelivered.



13. It is observed that Noticee did not avail the Settlement Scheme 2024 and accordingly, the adjudication proceedings against the Noticee were resumed.
14. Pursuant to appointment of the undersigned as AO, in term of the rule 7(3) of the Rules, the SCN and hearing notice dated December 10, 2025 was issued to the Noticee. However, the said hearing notice returned undelivered and could not be served by email as well.
15. Subsequently, Noticee was contacted over the telephone and he was requested to provide his latest email address and the postal address. Vide hearing notice dated February 26, 2026, Noticee was granted another opportunity of hearing. The said hearing notice was served on the Noticee on the email address provided by the him and proof of service of the said hearing notice is available on record. However, Noticee did not appear for the hearing and therefore, the matter is proceeded with on the basis of the material available on record.

### **CONSIDERATION OF ISSUES AND FINDINGS**

16. I have perused the allegations levelled against the Noticee in the SCN and the material available on record. In the instant matter, the following issues arise for consideration and determination:
- I. Whether the Noticee violated the provisions of regulations 3(a), (b), (c), (d) and 4(1) and 4(2)(a) of PFUTP Regulations?
  - II. Do the violations, if any, on part of the Noticee attract monetary penalty under section 15HA of SEBI Act?
  - III. If so, what would be the quantum of monetary penalty that can be imposed on the Noticee after taking into consideration the factors mentioned in section 15J of the SEBI Act?
17. Before proceeding further, it is pertinent to refer to the relevant provisions of PFUTP Regulations which are alleged to have been violated by the Noticee, as under:



**“3. Prohibition of certain dealings in securities**

No person shall directly or indirectly –

- (a) buy, sell or otherwise deal in securities in a fraudulent manner;
- (b) use or employ, in connection with issue, purchase or sale of any security listed or proposed to be listed in a recognised stock exchange, any manipulative or deceptive device or contrivance in contravention of the provisions of the Act or the rules or the regulations made there under;
- (c) employ any device, scheme or artifice to defraud in connection with dealing in or issue of securities which are listed or proposed to be listed on a recognised stock exchange;
- (d) engage in any act, practice, course of business which operates or would operate as fraud or deceit upon any person in connection with any dealing in or issue of securities which are listed or proposed to be listed on a recognised stock exchange in contravention of the provisions of the Act or the rules and the regulations made thereunder.”

**“4. Prohibition of manipulative, fraudulent and unfair trade practices**

- (1) Without prejudice to the provisions of regulation 3, no person shall indulge in a fraudulent or an unfair trade practice in securities.
- (2) Dealing in securities shall be deemed to be a fraudulent or an unfair trade practice if it involves fraud and may include all or any of the following, namely ;-
  - (a) indulging in an act which creates false or misleading appearance of trading in the securities market;”

**Issue No. 1: Whether the Noticee violated the provisions of regulations 3(a), (b), (c), (d), 4(1) and 4(2)(a) of PFUTP Regulations?**

18. I note that sufficient opportunities have been provided to the Noticee to represent his case by way of reply to the SCN and also by way of personal hearings. However, it is a matter of record that Noticee has failed to furnish reply on merits to the SCN and also failed to appear for personal hearing before the undersigned. Therefore, I am inclined to proceed in the matter on the basis of the material available on record.

19. Now I proceed on the allegations levelled against the Noticee.

20. I note that it was alleged in the SCN that the Noticee, while dealing in the stock options contract on BSE during the IP, had executed reversal trades which were allegedly non-genuine trades and the same had resulted in generation of artificial volume in stock options contract on BSE. The said reversal trades were alleged to



be non-genuine trades as they were not executed in the normal course of trading, lacked basic trading rationale, led to false or misleading appearance of trading in terms of generation of artificial volumes and hence, were deceptive and manipulative.

21. From the documents on record, it is noted that the Noticee was one of the entities who had executed non-genuine reversal trades and created artificial volume of 25,000 units through ten trades in three stock options contracts during the IP. The summary of trades is given below:

**Table No. 2**

<b>Contract name</b>	<b>Avg. buy rate (₹)</b>	<b>Total buy volume (no. of units)</b>	<b>Avg. sell rate (₹)</b>	<b>Total sell volume (no. of units)</b>	<b>% of Artificial volume generated by the Noticee in the contract to Noticee's Total volume in the contract</b>	<b>% of Artificial volume generated by the Noticee in the contract to Total volume in the contract</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
ULCL15JUL3100.00PE	26.30	2,500	35	2,500	100	100
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HERO15JUL2600.00PE	38.67	7,500	25	7,500	100	5.71

22. The relevant details regarding the contracts as mentioned in Table 2 are as under:

- a. On July 14, 2015, Noticee entered into a sell trade in the contract, viz., HERO15JUL2600.00PE, with the counterparty, viz., Pravasi Enterprises Limited at 14:14:15.055025 for 2500 units at ₹23/- per unit. Within 15 seconds, Noticee entered into buy trade with the same counterparty at 14:14:30.880339 for 2500 units at ₹44/- per unit. In next 15 seconds, Noticee at 14:14:44.319801 entered into another sell trade with the same counterparty for 2500 units at ₹24/- per unit. Subsequently, at 14:14:52.804379, Noticee entered into another buy trade with same counterparty for 2500 units at ₹40/- per unit. At 14:15:11.101297,



Noticee entered into another sell trade with the counterparty for 2500 units at ₹28 per unit. Subsequently, at 14:15:18.948900, Noticee entered into another buy sell trades with same counterparty for 2500 units at ₹32/- per unit. It is observed that six trades of the Noticee while dealing in the aforesaid contract generated an artificial volume of 15000 units, which made upto 5.71% of the total artificial volume in the said contract during the IP.

- b. Later on the same day, on July 14, 2015, Noticee entered into a sell trade in the contract, viz., ABNV15JUL1950.00PE with the counterparty, viz., Pravasi Enterprises Limited at 14:17:19.980788 for 2500 units at ₹58/- per unit. On the same day, Noticee entered into buy trade with the same counterparty at 14:17:34.913741 for 2500 units at ₹56/- per unit. It is observed that six trades of the Noticee while dealing in the aforesaid contract generated an artificial volume of 5000 units, which made upto 100% of the total artificial volume in the said contract during the IP.
- c. On July 15, 2015, Noticee entered into a sell trade in the contract, viz., ULCL15JUL3100.00PE with the counterparty, viz., Pravasi Enterprises Limited at 12:40:57.818687 for 2500 units at ₹35/- per unit. On the same day, Noticee entered into buy trade with the same counterparty at 12:41:09.272754 for 2500 units at ₹26.3/- per unit. It is observed that six trades of the Noticee while dealing in the aforesaid contract generated an artificial volume of 5000 units, which made upto 100% of the total artificial volume in the said contract during the IP.

23.I note that the non-genuineness of the transactions executed by the Noticee is evident from the fact that there was no commercial basis as to why, within a short span of time (as low as seven seconds), the Noticee reversed the position with the same counterparty with significant price difference (as high as twenty rupees) on the same day. The fact that the transactions in a particular contract were reversed with the same counterparty indicates a prior meeting of minds with a view to execute the reversal trades at a pre-determined price. Since these trades were done in illiquid options contracts, there was negligible trading in the said contracts and hence, there



was no price discovery in the strictest terms. The wide variation in price of the said contract, within a short span of time, is a clear indication that there was pre-determination in the prices by the counterparties while executing the trades. Thus, it is observed that Noticee had executed reversal trades with his counterparty in the stock options segment of BSE and the same were non-genuine trades.

24. It cannot be a mere coincidence that the Noticee could match his trades with the same counterparty with whom he had undertaken first leg of the respective trades. The fact that the transactions in a particular contract were reversed with the same counterparty for the same quantity of units, indicates a prior meeting of minds with a view to execute the reversal trades at a pre-determined price. It is further noted that direct evidence is not forthcoming in the present matter as regards to meeting of minds or collusion with other entities, *inter alia*, the counterparties or agents/fronts. However, trading behaviour as noted above makes it clear that aforesaid non-genuine trades could not have been possible without meeting of minds at some level.

25. In this regard, reference is drawn to the judgement of Hon'ble Supreme Court in the matter of *SEBI v. Kishore R Ajmera* (AIR 2016 SC 1079), wherein it was held that:

*"...According to us, knowledge of who the 2<sup>nd</sup> party / client or the broker is, is not relevant at all. While the screen based trading system keeps the identity of the parties anonymous it will be too naïve to rest the final conclusions on the said basis which overlooks a meeting of minds elsewhere. Direct proof of such meeting of minds elsewhere would rarely be forthcoming...in the absence of direct proof of meeting of minds elsewhere in synchronized transactions, the test should be one of preponderance of probabilities as far as adjudication of civil liability arising out of the violation of the Act or provision of the Regulations is concerned. The conclusion has to be gathered from various circumstances like that volume of the trade effected; the period of persistence in trading in the particular scrip; the particulars of the buy and sell orders, namely, the volume thereof; the proximity of time between the two and such other relevant factors. The illustrations are not exhaustive.*

*It is a fundamental principle of law that proof of an allegation levelled against a person may be in the form of direct substantive evidence or, as in many cases, such proof may have to be inferred by a logical process of reasoning from the totality of the attending*



*facts and circumstances surrounding the allegations/charges made and levelled. While direct evidence is a more certain basis to come to a conclusion, yet, in the absence thereof the Courts cannot be helpless. It is the judicial duty to take note of the immediate and proximate facts and circumstances surrounding the events on which the charges/allegations are founded and to reach what would appear to the Court to be a reasonable conclusion therefrom. The test would always be that what inferential process that a reasonable/prudent man would adopt to arrive at a conclusion.”*

26. Therefore, applying the ratio of the above judgment, it is observed that the execution of trades by the Noticee in the options segment with such precision in terms of order placement, time, price, quantity, etc., and also the fact that the transactions were reversed with the same counterparty clearly indicates a prior meeting of minds with a view to execute the reversal trades at a pre-determined price. The only reason for the wide variation in prices of the same contract, within few seconds was a clear indication that there was pre-determination in the prices by the counterparties when executing the trades. Thus, the nature of trading, as brought out above, clearly indicates an element of prior meeting of minds and therefore, a collusion of the Noticee with his counterparty to carry out the trades at pre-determined prices.

27. It is also relevant to refer to judgement of the Hon’ble SAT in the matter of *Ketan Parekh v. SEBI* (Appeal No. 2 of 2004, date of decision July 14, 2006), wherein it was held that:

*“In other words, if the factum of manipulation is established it will necessarily follow that the investors in the market had been induced to buy or sell and that no further proof in this regard is required. The market, as already observed, is so wide spread that it may not be humanly possible for the Board to track the persons who were actually induced to buy or sell securities as a result of manipulation and law can never impose on the Board a burden which is impossible to be discharged. This, in our view, clearly flows from the plain language of Regulation 4 (a) of the Regulations.”*

28. In this regard, further reliance is placed on judgment of Hon’ble Supreme Court in the matter of *SEBI v. Rakhi Trading Private Limited*, decided on February 8, 2018 on similar factual circumstances, which, *inter alia*, stated as under:

*“Considering the reversal transactions, quantity, price and time and sale, parties being persistent in number of such trade transactions with huge price variations, it will be too naive to hold that the transactions are through screen-based trading and hence*



*anonymous. Such conclusion would be over-looking the prior meeting of minds involving synchronization of buy and sell order and not negotiated deals as per the board's circular. The impugned transactions are manipulative/deceptive device to create a desired loss and/or profit. Such synchronized trading is violative of transparent norms of trading in securities....."*

29. Therefore, the trading behaviour of the Noticee confirms that such trades were not normal, indicating that the trades executed by the Noticee were not genuine trades and being non-genuine, created an appearance of artificial trading volumes in respective contract. In view of the above, I find that the allegation of violation of regulations 3(a), (b), (c) and (d), 4(1), 4(2)(a) of PFUTP Regulations by the Noticee stands established.

**Issue No. 2: Do the violations, if any, on part of the Noticee attract monetary penalty under section 15HA of SEBI Act?**

30. In the findings made in foregoing paragraphs, it has been established that the Noticee executed non-genuine reversal trades, which created false and misleading appearance of trading, thereby generated artificial volumes in the stock options segment of BSE during the IP, therefore, Noticee violated the provisions of regulations 3(a), (b), (c) and (d) and regulation 4(1) and 4(2)(a) of the PFUTP Regulations.

31. Therefore, considering the above findings and the judgement of Hon'ble Supreme Court in the matter of *SEBI v. Shriram Mutual Fund [2006] 68 SCL 216 (SC)* decided on May 23, 2006, wherein it was held that "*In our considered opinion, penalty is attracted as soon as the contravention of the statutory obligation as contemplated by the Act and the Regulations is established and hence the intention of the parties committing such violation becomes wholly irrelevant. A breach of civil obligation which attracts penalty in the nature of fine under the provisions of the Act and the Regulations would immediately attract the levy of penalty irrespective of the fact whether contravention must made by the defaulter with guilty intention or not.*", I am



convinced that it is a fit case for imposition of monetary penalty under the provisions of section 15HA of SEBI Act, which reads as under:

***“Penalty for Fraudulent and Unfair trade practices.***

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

**Issue No. 3: If so, what would be the quantum of monetary penalty that can be imposed on the Noticee after taking into consideration the factors mentioned in section 15J of the SEBI Act?**

32. While determining the quantum of penalty under section 15HA of the SEBI Act, the following factors as stipulated in section 15J of the SEBI Act are taken into account-

***“Factors to be taken into account while adjudging quantum of penalty.***

*15J. While adjudging quantum of penalty under 15-I or section 11 or section 11B, the Board or the adjudicating officer shall have due regard to the following factors, namely:*

- 
- (a) the amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;*
  - (b) the amount of loss caused to an investor or group of investors as a result of the default;*
  - (c) the repetitive nature of the default.”*

33. As established above, the trades by the Noticee were non-genuine in nature and created a misleading appearance of trading in the aforesaid contract. I note that when the impact of artificial volume created by the two counterparties is seen as a whole, it is not possible, from the material on record, to quantify the amount of disproportionate gain or unfair advantage resulting from the artificial trades between the counterparties or the consequent loss caused to investors as a result of the default. Further, the material available on record does not demonstrate any repetitive default on the part of the Noticee. However, considering that the ten non-genuine trades entered by the Noticee in three options contract led to creation of artificial volumes which had the effect of distorting the market mechanism in the



stock options segment of BSE, I find that the aforesaid violations were detrimental to the integrity of securities market, which should be dealt with suitable penalty.

## **ORDER**

34. Taking into account the facts and circumstances of the case, material available on record, findings hereinabove and factors mentioned in section 15J of the SEBI Act, in exercise of the powers conferred upon me under section 15-I of the SEBI Act read with rule 5 of the Rules, I hereby impose monetary penalty of ₹6,00,000/- (Rupees Six Lakh only) on the Noticee (Sanjay Kumar) under section 15HA of SEBI Act for the violation of regulations 3(a), (b), (c) and (d), 4(1), 4(2)(a) of PFUTP Regulations. I am of the view that the said penalty is commensurate with the violations committed by Noticee.
35. The Noticee shall remit/pay the said amount of penalty within 45 days of receipt of this order by following the path at SEBI website [www.sebi.gov.in](http://www.sebi.gov.in):

### **ENFORCEMENT >Orders >Orders of AO> PAYNOW**

36. In the event of failure to pay the said amount of penalty within 45 days of the receipt of this Order, recovery proceedings may be initiated under section 28A of the SEBI Act for realization of the said amount of penalty along with interest thereon, *inter alia*, by attachment and sale of movable and immovable properties of Noticee.
37. In terms of the provisions of rule 6 of the Rules, a copy of this order is being sent to the Noticee and to SEBI.

**Place: Mumbai**  
**Date: March 18, 2026**

**JAI SEBASTIAN**  
**ADJUDICATING OFFICER**