

**BEFORE THE ADJUDICATING OFFICER**  
**SECURITIES AND EXCHANGE BOARD OF INDIA**  
**[ADJUDICATION ORDER NO. AO/AA/EAD-1/01-03/2019]**

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

*In respect of*

**Goel Fintrade Private Limited**  
**(PAN: AABCG2702R)**

**Kedco Processors Pvt Ltd**  
**(PAN: AABCK1124F)**

**Chandrakant Tibrawalla**  
**(PAN: ABPPT9449J)**

*In the matter of*

**Trading in the scrip of Elpro International Ltd**

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**BACKGROUND OF THE CASE**

1. Securities and Exchange Board of India (hereinafter referred to as '**SEBI**') conducted an investigation to ascertain whether there has been any irregularity in the trading of the scrip of Elpro International Ltd. (hereinafter referred to as '**Company**' / '**EIL**') during the period from July 01, 2009 to December 31, 2009 (hereinafter referred to as '**Investigation period**'). It was observed that during the Investigation period, the scrip price of EIL opened at ₹ 535.00 on July 01, 2009, then increased to ₹ 684.70 on December 08, 2009 and closed at ₹ 614.60 on December 31, 2009.

2. EIL is a closely held company listed on the Bombay Stock Exchange (hereinafter referred to as '**BSE**'). It is observed that during the Investigation period, there were only few active clients who traded in the scrip. The investigations revealed that the trading activities of three such clients viz, Goel Fintrade Private Limited (hereinafter referred to as '**Goel Fintrade**'), Kedco Processors Pvt Ltd (hereinafter referred to as '**Kedco**') and Mr. Chandrakant Tibrawalla (hereinafter referred to as '**Mr. Tibrawalla**') were manipulative in nature. It is observed that most of the trades done by Goel Fintrade, Kedco and Mr. Tibrawalla (hereinafter collectively referred to as '**the Noticees**') in the scrip of EIL during the Investigation period were matched with one another and a few of such matched trades were done in a synchronised manner which impacted the price of the shares of EIL. Such activities/trades on the part of the Noticees were alleged to be in violation of the provisions of Regulation 4(1) and 4(2)(a) of the SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003 (hereinafter referred to as '**PFUTP Regulations**').
3. Investigations further revealed that the collective shareholding of both Goel Fintrade and Kedco crossed more than 5% during the Quarter ended December 2009, however they failed to make disclosures regarding the same to the stock exchange and to EIL. Therefore, it was alleged that Goel Fintrade and Kedco failed to make required disclosures to EIL and BSE in terms of the provisions of Regulation 7(1) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 1997 (hereinafter referred to as '**SAST Regulations**') and Regulations 13(3) read with 13(5) of SEBI (Prohibition of Insider Trading) Regulations, 1992 (hereinafter referred to as '**PIT Regulations**').

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

4. Shri Suresh B. Menon was appointed as the Adjudicating Officer in the matter, vide communique dated July 14, 2015, under section 19 read with section 15I(1) of the SEBI Act, 1992 (hereinafter referred to as '**SEBI Act**') and Rule 3 of SEBI

(Procedure for Holding Inquiry and Imposing Penalties by Adjudicating Officer) Rules, 1995 (hereinafter referred to as '**Adjudication Rules**') to conduct the adjudication proceedings in the manner specified under Rule 4 of the Adjudication Rules read with sections 15I(1) and 15I(2) of the SEBI Act, and if satisfied that penalty is liable, impose such penalty as deemed fit in terms of Rule 5 of the Adjudication Rules and sections 15A(b) and 15HA of the SEBI Act. Pursuant to the transfer of Shri Suresh B. Menon, the undersigned was appointed as the Adjudicating Officer in the matter, which was communicated vide communique dated March 25, 2019.

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

5. The Show Cause Notices A&E/EAD-3/SBM/VB/27700/2015, A&E/EAD-3/SBM/VB/27701/2015 & A&E/EAD-3/SBM/VB/27703/2015, all dated September 29, 2015 (herein after referred to as '**SCNs**') were issued to Kedco, Goel Fintrade and Mr. Tibrawalla under Rule 4(1) of the Adjudication Rules to show-cause as to why an inquiry should not be initiated against the Noticees and why penalty should not be imposed upon the Noticees under Sections 15A(b) and 15HA of the SEBI Act, wherever applicable, for the violations alleged to have been committed by the Noticees. Briefly, the major allegations made in the SCN are mentioned below:
- a) It is alleged that Mr. Tibrawalla purchased 16,407 shares of EIL at an average price of ₹ 568.35 constituting 5.74% of the total market volume during the Investigation period and sold 16,407 shares at the average price of ₹ 571.19 constituting 5.74% of total market volume. It is further observed that majority of the trades of Tibrawalla in the scrip of EIL were in the nature of reversal of trades and were synchronized with Goel Fintrade.
  - b) It is also observed from the order book analysis that the above mentioned trades of Tibrawalla were executed from the same location i.e. from the terminal of P G Shares & Securities (hereinafter referred to as '**PGS**'), which is managed by Mr. Tibrawalla's son viz. Shri Pankaj Tibrawalla whose

Location ID is 7000170824002001. Further, Goel Fintrade had also traded through PGS and it shares the common address with the proprietary firm of Mr. Tibrawalla viz. M/s C K Tibrawalla & Co. It is, therefore, alleged that both Goel Fintrade and Mr. Tibrawalla are connected to each other and the trades between them were executed with manipulative intent. Further, it is also alleged that the reversal of trades were executed by both entities from the same location through the same sub-broker viz. PGS.

- c) Further, during the period from September 03 to Sept 09, 2009 and September 15 to Sept 18, 2009, Mr. Tibrawalla, allegedly, influenced the price of the scrip of EIL by ₹ 62.1 and ₹41.4, respectively. It is also alleged that he had executed perfectly synchronised reversal of trades with Goel Fintrade for 493 shares during the period September 03 to 09, 2009 and for 527 shares during September 15 to 18, 2009.
- d) It is observed that during the Investigation period, Goel Fintrade purchased 91,088 shares of EIL constituting 31.90% of the total market volume and sold 39,919 shares constituting 13.98% of total market volume of EIL. Out of the 91,088 shares purchased by Goel Fintrade, 60,000 shares were purchased through bulk deal at the price of ₹ 613 and the remaining 31,088 shares were purchased at an average price of ₹ 565.74.
- e) It is alleged in the SCN that that majority of trades of Goel Fintrade are in the nature of reversal of trades where Mr. Tibrawalla was the counterparty.
- f) It is alleged that during the period September 02 to 09, 2009 and September 15 to 22, 2009, Goel Fintrade had tried to influence the price of the scrip of Elpro by ₹ 8.9 and ₹ 24 respectively. Goel Fintrade was also found to have entered into synchronised reversal of trades with Mr. Tibrawalla, as mentioned above. Further, Goel Fintrade's trades of 15,000 shares of EIL with Alpha Port Pvt. Ltd during the period September 02 to 09, 2009 were also alleged to be synchronised.
- g) Thus, it is alleged in the SCNs that trades that were executed by the Noticees in a synchronised manner with one another made an impact on the price of

the shares of EIL. In view of the aforementioned facts, it was alleged that Noticees have violated provisions of Regulations 4(1) and 4(2)(a) of the PFUTP Regulations.

- h) Further, it was observed from the shareholding pattern of EIL that the consolidated shareholding of Kedco and Goel Fintrade in the scrip of EIL reached upto 6.48% during quarter ending December 2009. It is further observed that Kedco was holding 75.1% of the shares in Goel Fintrade and in turn, Goel Fintrade was holding 50% of the shares in Kedco. However, Kedco and Goel Fintrade were shown as two separate entities in the shareholding pattern filed by EIL. Thus, in the light of the above observations, it was alleged that both Goel Fintrade and Kedco are persons/entities acting in concert with each other ( PACs) and in view of their collective shareholding taken together ( which has crossed 5 per cent of the share capital of EIL ), it was alleged that Goel Fintrade and Kedco as PACs have allegedly violated the provisions of Regulation 7(1) of the SAST Regulations and also Regulation 13(3) read with Regulation 13(5) of the PIT Regulations.
6. Pursuant to the issuance of SCNs, Mr. Tibrawalla and Goel Fintrade requested for inspection of documents related to the matter. Both the aforesaid Noticees were granted opportunity of inspection of documents, related to the matter, on November 17, 2016. Mr. Tibrawalla, availed the opportunity on November 17, 2016. However, Goel Fintrade failed to appear for inspection on the scheduled date and time. Finally, the inspection of documents related to the SCN was conducted on behalf of all the Noticees on December 20, 2017.
7. Subsequently, the Noticees vide separate letters dated May 04, 2018, June 04, 2018 and August 22, 2018, submitted their replies to the SCNs. The major submissions made by the Noticees vide their aforesaid replies are summarised below:

Reply of Mr. Tibrawalla:

- a) *It is imperative for your Honor to provide me all the documents which will enable me to determine issues (both procedural and substantive) arising out of the SCN including a) Opinion formed by the Board on completion of the investigation b) copy of the file notings of WTM when he/she appointed Adjudicating Officer. The present SCN is liable to set aside, if the WTM has not formed opinion that there are grounds for adjudicating under Chapter VIA of the Act, as also mandated under Rule 3 of SEBI (Procedure for Holding Inquiry and Imposing Penalties by Adjudication officer) Rules, 1995.*
- b) *In this regard, it may kindly be noted that the decision on what documents to give in Inspection has to be that of the Hon'ble AO himself. Your attention is drawn to settled principle of law that it is the essence of fair and objective administration of law that the decision of the Judge (your Honor) must be absolutely unfettered by any extraneous guidance by the executive or administrative wing of the state (Judgment of Supreme Court of India in the matter of B. Rajagopala Naidu v State Transport Appellate Tribunal dated March 05, 1964, Judgment of Kerala High Court in the matter of Anoj Abraham v Regional Transport Authority dated September 28, 2006 and Judgment of Bombay High Court in the matter of Sudarshan Kumar v Union of India dated April 30, 2010). Further in the judgment of Kerala High Court in the matter of Anoj Abraham v Regional Transport Authority, the court also held that "if the exercise of discretion conferred on a quasi judicial authority is controlled by any such directions that forges fetters on the exercise of quasi judicial authority and the presence of such fetters would make the exercise of such authority completely inconsistent with the well accepted notion of judicial process ". Therefore, your Honor is requested to grant me inspection of crucial documents (such as CIDC minutes ) at the earliest*

- c) *The report had not quantified my role in manipulative trades like Synchronized Trading, Reversal Trades and Circular Trades*
- d) *There is no basis to term the trades as Synchronized/Structured Dealing*
- e) *Investigation has brought out no evidence by way of Order log analysis to indicate role of any entity in price rise.*
- f) *There was no focus on Investigation or findings*
- g) *Investigation Report has not brought out any basis to club the holding of Kedco and Goel*
- h) *In this regard, it may kindly be noted that Mr. Laxmikant Tibrawalla is not on the Board of Directors of Elpro International. Laxmikant Tibrawalla is merely an Independent Director of ICL which is a promoter of Elpro International. Mr. Tibrawalla himself is not part of the promoter group as per the definition of Promoter and Promoter group in SEBI Regulations. Therefore, it is submitted that I am not connected with the company in any manner, as alleged by SEBI and any allegations made against me on the ground that I am connected with the company should be dropped at this stage itself.*
- i) *It has been alleged that I have violated the provisions of SEBI PFUTP Regulations, 2003 on the ground that I have allegedly entered into synchronized trades and reversal trades with Goel Fintrade Pvt. Ltd. (Para 3 of the SCN) It may kindly be noted that percentage of alleged synchronised trade is only 0.35 % of the total market volume of Elpro International Ltd. during the Investigation Period (July 1, 2009 to December 31, 2009). SEBI uses a threshold limit of 5% to proceed in cases involving allegation of synchronized trading.*
- j) *Page 19 of the IR states that Kamal Singh Bengani (who is alleged to be related to the promoters of Elpro) contributed to a net price of Rs. 15 for his buy trade of 7 shares. However, no adjudication proceedings have been initiated against Kamal Singh Bengani.*

- k) *Page 15 of the IR states that during the entire period of Investigation only 1,35,492 shares got traded in NORMAL course of trading, excluding the shares traded as bulk trades. The Investigation Report itself states that shares got traded in NORMAL course of trading.*

Reply of Kedco:

- l) *Your Honor's attention is drawn to order of Hon'ble Securities Appellate Tribunal dated August 27, 2013 in the matter of SPS Share Brokers, wherein it was held that, "it is, therefore, clear that the appellant cannot be held guilty of violating a substantive provision which came into force on 9-9-2002 for an alleged violation which took place on 9-4-2001 and 8-5-2001. No retrospective effect is given to the amended regulation 7...Moreover, as discussed earlier it is evident that the mandatory requirement of disclosing relevant information at every single stage of the acquisition after the 5% benchmark is crossed. viz., ten percent or fourteen percent or fifty four or seventy four percent, was introduced w.e.f September 9, 2002.*
- m) *The said regulation nowhere indicates that it is applicable to cases where aggregate shareholding of Person with PACs is 5% or more. Further SEBI has not adduced any material reason/rationale as to how Regulation 13(3) of PIT Regulations, 1992 is applicable in this case.*
- n) *Para 3 of the SCN mentions that we purchased 90,557 shares of Elpro International Ltd ('EIL'). In this regard, page 28 of the Investigation Report clearly records that t "Kedco was a net buyer of 90557 shares in Elrpo. Majority of it was bought in the bulk deals and hence the statement of Kedco that they were looking to acquire shares of the company appears to be genuine." Therefore it is submitted that the Investigation Report does not record any adverse evidence against us and on the contrary records a favourable finding for us.*
- o) *The PFUTP Regulations are a self-contained code and prescribe a detailed procedure for investigation of any fraudulent act by a person and imposition*



*of penalty, if any, on allegations being proved. We submit that the procedure has not been followed by SEBI in our case.*

- p) *The Show Cause Notice issued to the noticees only mentions that the acquirer purchased some substantial amount of shares on December 18, 2009 and December 22, 2009 from Keynote Commodities Ltd. The SCN does not give any further detail. Although there was no charge of price manipulation in the show cause notice, despite this, SEBI has charged us under SEBI, PFUTP Regulation. Also, there is no charge of price manipulation in the Investigation Report. It may be noted that the disclosure requirement above a certain threshold by a promoter emanate from SEBI, Take over Regulation and not PFUTP Regulation. Therefore, we are unable to understand how acquisition of shares for delivery without any allegation of carrying out price instability in market can be considered as offence?*

Reply of Goel Fintrade:

- q) I note that the submissions made by Goel Fintrade are in the same lines as that of Kedco and the facts and contentions made by Goel Fintrade and Kedco are also the same. Therefore, the submissions of Goel Fintrade are not mentioned here for the sake of brevity.
8. The Noticees have also referred to the various orders / judgments passed by the Hon'ble Securities Appellate Tribunal (hereinafter referred to as '**SAT**') and the Hon'ble High Court of Delhi, in support of their submissions, a few of which are mentioned below:
- a) SAT order dated March 13, 2015 in the matter of DLF v SEBI (Appeal no. 331 of 2014)
  - b) SAT order dated August 27, 2013 in the matter of SPS Share Brokers.
  - c) SAT order dated October 31, 2013 in the matter of Smt. Madhuri S Pitti v SEBI (Appeal no. 2 of 2013),
  - d) Hon'ble Delhi High Court order dated July 09, 2018 in the matter of Amit Jain (W.P. (C) 8394/2014)

e) SAT order dated July 09, 2018 in the matter of PAT Financial Consultant Pvt. Ltd (Appeal no. 222 of 2016)

9. The Noticees appeared for personal hearing before the previous AO on April 24, 2018 and reiterated the submissions made by them vide their earlier letters. Subsequently, the Noticees submitted various letters dated May 04, 2018, June 04, 2018 and August 22, 2018, which were similar to the content of their previous letters. In view of the change in the adjudicating authority and in the interest of natural justice, the Noticees were granted another opportunity of the personal hearing before me on May 14, 2019. Pursuant to the hearing, the Noticees made further submissions vide separate letters dated May 14, 2019, which were reiteration of the earlier submissions made by the Noticees during the course of present proceedings.

### **CONSIDERATION OF ISSUES**

10. I have carefully perused the charges levelled against the Noticees, their replies and the documents / material available on record. The Noticees have raised the contention that the principles of natural justice has not been followed in the present case as the Noticees have not been provided with proper opportunity for inspection of documents. In view of the aforesaid contention of the Noticees, I shall first deal with the issue of inspection of documents and the process followed by SEBI, and later discuss the findings on the facts and merits of the case.
11. With respect to the contention of the Noticees on inspection, I note that the concerned department of SEBI has confirmed that opportunity of inspection of all the relevant documents was provided to the Noticees on December 20, 2017. I note that despite the inspection being done on December 20, 2017, the Noticees have advanced further requests for inspection of the documents. The concerned department of SEBI has confirmed that all the relevant documents which were relied upon by SEBI while framing charges against the Noticee were made available to the Noticee for inspection. I have also perused the minutes

of the inspection undertaken by the Noticees. I note from the same that the Noticees were allowed to carry an inspection of the relevant documents such as the price volume data of the scrip of EIL during the Investigation period, trade log and order log of the Noticees and copies of other communication relevant to the charges framed against the Noticees.

12. The Noticees, despite conducting inspection of the documents, have stated that they were not provided with the complete inspection of documents. However, on perusal of the requests made by the Noticees, I note that the major contention of the Noticees regarding documents that have not been provided are not related to the charges that have been framed against them in the SCN. I find that the Noticees have requested for internal documents of SEBI, such as, the copies of internal approvals regarding the initiation of proceedings, copy of the minutes of the committee of Division Chiefs, the approval of the Whole Time Member of SEBI for the appointment of AO in the matter, etc. However, I am of the view that all the documents that are relied upon in this proceedings and are relevant to the charges of manipulation in the scrip of EIL and that of non-disclosures by the Noticees in the SCNs have been provided to the Noticees during the course of inspection. This includes the communication of the appointment of A.O. In view of the same, I conclude that the principles of natural justice are complied with in the present matter as the Noticees have been provided with adequate opportunity to inspect all the relevant documents. Therefore, I will now proceed to record my findings pertaining to the violations that have been alleged to be committed by the Noticees.
13. The issues that arise for consideration in the present case are :
  - (a) Whether the Noticees have done manipulative trades in the scrip of EIL during the Investigation period and, therefore, violated the provisions of Regulations 4(1) and 4(2)(a) of the PFUTP Regulations?
  - (b) Whether Goel Fintrade and Kedco, as PACs, have violated the provisions of Regulation 7(1) of the SAST Regulations and Regulation 13(3) r/w Regulation 13(5) of the PIT Regulations

- (c) Does the violation, if any, attract monetary penalty under sections 15HA and 15 A(b) of the SEBI Act?
  - (d) If so, what would be the quantum of monetary penalty that can be imposed on the Noticees after taking into consideration the factors mentioned in section 15J of the SEBI Act?
14. Before proceeding further, I would like to refer to the relevant provisions of the PFUTP Regulations, SAST Regulations and PIT Regulations, alleged to have been violated by the Noticees, as below:

#### **PFUTP Regulations**

##### ***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;*

#### **PIT Regulations**

##### ***13. Continual disclosure.***

*(3) Any person who holds more than 5% shares for voting rights in any listed company shall disclose to the company in Form C the number of shares or voting rights held and change in shareholding or voting rights, even if such change results in shareholding falling below 5%, if there has been change in such holdings from the last disclosure made under sub-regulation (1) or under this sub-regulation; and such change exceeds 2% of total shareholding or voting rights in the company.*

*(5) The disclosure mentioned in sub-regulations (3) and (4) shall be made within two working days of :*

*(a) the receipts of intimation of allotment of shares, or*

*(b) the acquisition or sale of shares or voting rights, as the case may be.*

#### **SAST Regulations**

***Acquisition of 5 per cent and more shares or voting rights of a company.***

*7. (1) Any acquirer, who acquires shares or voting rights which (taken together with shares or voting rights, if any, held by him) would entitle him to more than five per cent or ten per cent or fourteen per cent or fifty four per cent or seventy four per cent shares or voting rights in a company, in any manner whatsoever, shall disclose at every stage the aggregate of his shareholding or voting rights in that company to the company and to the stock exchanges where shares of the target company are listed.*

**A. Whether the Noticees have done manipulative trades in the scrip of EIL during the Investigation period and, therefore, violated the provisions of Regulations 4(1) and 4(2)(a) of the PFUTP Regulations?**

15. I note from the Investigation report in the matter (which was provided to the Noticees during the course of inspection of documents) that all the three Noticees viz., Goel Fintrade, Kedco and Tibrawalla are connected with one another and also with EIL. The connection among the Noticees, as per the details given in the Investigation report, are given below:

- a) Kedco, Goel Fintrade and C K Tibrawalla & Co, the proprietary firm of Mr. Chandrakant Tibrawalla and his brother Mr. Lakshmikant Tibrawalla are found to have traded through the sub-broker, PGS which is affiliated to the broker Dynamic Equities Ltd (hereinafter referred to as '**Dynamic**').
- b) All the Noticees and PGS have common address as "216 AJC Bose Road, Kolkata, West Bengal, 700017". Further PGS is managed by Mr. Pankaj Tibrawalla, who is the son of Mr. Chandrakant Tibrawalla
- c) As per the related party disclosure made by EIL in its Annual Report for the year 2009-10, Faridabad Investment Co Ltd, International Conveyors Ltd (hereinafter referred to as '**ICL**') and RCA Ltd are mentioned as promoters company of EIL. These entities are also appearing under the promoter group on the web-site of BSE under the shareholding pattern of EIL. Mr. Lakshmikant Tibrawalla, who is the brother of Mr. Chandrakant Tibrawalla, is one of the directors of the company ICL.

- d) Further, Mr. Lakshmikant Tibrawalla and Mr. Bharat Tibrawalla, are the directors in the Promoter category in both Goel Fintrade and Kedco.
  - e) As per the disclosure on shareholding pattern of ICL, one Ms. Pushpa Bagla is appearing in the Promoter Group of ICL. Ms. Pushpa Bagla, is also found to be in the category of Promoter / Whole time director of Goel Fintrade. Further, one Mr. Ashok Kumar Gulgulia is also one of the directors of Kedco.
  - f) The bank account of Goel Fintrade a/c no.30147498211 (SBI) received ₹ 3.75 crore from the bank account of Kedco A/c no. 30139556933 (SBI) on December 31, 2009. Further, Kedco bank A/c no. 30139556933 (SBI) had received ₹ 2.95 Cr from bank a/c no. 30147498211 (SBI) of Goel Fintrade on December 18, 2009.
16. The above observations, in the Investigation report, conclusively prove that all the Noticees were connected to one another. The investigation was carried out for the trading activity of the Noticees for different patches. The findings of the same are discussed in the following paragraphs.
17. I note from the SCN and the Investigation report (that was provided to the Noticees during the course of inspection) that majority of the trades of the Noticees during the Investigation period were in the nature of reversal of trades with one another a few of which were also synchronised, with a manipulative intent to create a false or misleading appearance of trading in the securities market. Reversal trades are considered to be those trades when one of the Noticees has purchased or sold shares from another Noticee and subsequently sold or purchased back those shares with the same Noticee on the same day so that at the end of the day there is no difference in the holding of the shares of the Noticees. To establish the aforesaid charge against the Noticees, I would like to refer to Table 28, Table 30 and Table 32, of the investigation report. The aforesaid tables provide the details of day wise trading done by the Noticees during the Investigation period and compares it with the day wise total market volume of the scrip of EIL on BSE. Given below is the relevant extract of the

aforesaid tables wherein the details of days when Noticees have entered into reversal of trades with each other is given:

Date	Party	Counter Party	Gr Buy	GrSell Vol	Total Mkt Vol of the day	Contribution of Noticees reversal trades to total market volume of the day	Change in share price from the last trading day
28/08/2009	Tibrawalla	Goel	417	417	934	89.29	5.45
31/08/2009	Tibrawalla	Goel	248	248	1021	48.58	-15.45
01/09/2009	Tibrawalla	Goel	261	261	832	62.74	-12.75
02/09/2009	Tibrawalla	Goel	291	291	15589	3.73	24.75
03/09/2009	Tibrawalla	Goel	395	395	802	98.50	-22.00
04/09/2009	Tibrawalla	Goel	319	319	1810	35.25	-5.00
07/09/2009	Tibrawalla	Goel	549	549	1220	90.00	19.80
09/09/2009	Tibrawalla	Goel	340	340	680	100.00	12.65
10/09/2009	Tibrawalla	Goel	302	302	754	80.11	6.20
11/09/2009	Tibrawalla	Goel	253	253	703	71.98	-18.80
14/09/2009	Tibrawalla	Goel	230	230	495	92.93	21.95
15/09/2009	Tibrawalla	Goel	242	242	1575	30.73	-22.00
16/09/2009	Tibrawalla	Goel	255	255	1670	30.54	0.00
17/09/2009	Tibrawalla	Goel	217	217	2184	19.87	25.35
18/09/2009	Tibrawalla	Goel	285	285	681	83.70	-10.35
22/09/2009	Tibrawalla	Goel	930	155	2701	11.48	-10.80
23/09/2009	Tibrawalla	Goel	640	740	1484	86.25	17.80
24/09/2009	Tibrawalla	Goel	175	175	350	100.00	-1.45
29/09/2009	Tibrawalla	Goel	223	223	1997	22.33	-9.25
30/09/2009	Tibrawalla	Goel	292	292	743	78.60	-17.25
01/10/2009	Tibrawalla	Goel	301	301	659	91.35	2.75
05/10/2009	Tibrawalla	Goel	305	305	636	95.91	9.90
06/10/2009	Tibrawalla	Goel	285	285	759	75.10	-9.90
08/10/2009	Tibrawalla	Goel	191	191	601	63.56	0.40
09/10/2009	Tibrawalla	Goel	99	99	258	76.74	1.60
12/10/2009	Tibrawalla	Goel	95	95	737	25.78	-10.00
15/10/2009	Tibrawalla	Goel	230	230	1469	31.31	12.50
16/10/2009	Tibrawalla	Goel	224	224	611	73.32	-14.15
17/10/2009	Tibrawalla	Goel	300	300	610	98.36	19.60
20/10/2009	Tibrawalla	Goel	232	232	580	80.00	-20.00
21/10/2009	Tibrawalla	Goel	242	242	586	82.59	19.00
22/10/2009	Tibrawalla	Goel	252	252	505	99.80	-18.45
23/10/2009	Tibrawalla	Goel	257	257	576	89.24	10.45

Date	Party	Counter Party	Gr Buy	GrSell Vol	Total Mkt Vol of the day	Contribution of Noticees reversal trades to total market volume of the day	Change in share price from the last trading day
26/10/2009	Tibrawalla	Goel	214	214	529	80.91	-11.00
27/10/2009	Tibrawalla	Goel	224	224	1474	30.39	0.05
28/10/2009	Tibrawalla	Goel	214	214	1010	42.38	-0.05
29/10/2009	Tibrawalla	Goel	270	270	940	57.45	7.00
30/10/2009	Tibrawalla	Goel	264	264	628	84.08	-7.00
03/11/2009	Tibrawalla	Goel	235	235	1055	44.55	0.00
04/11/2009	Tibrawalla	Goel	275	275	615	89.43	0.00
05/11/2009	Tibrawalla	Goel	255	255	703	72.55	0.00
06/11/2009	Tibrawalla	Goel	261	261	752	69.41	0.00
09/11/2009	Tibrawalla	Goel	269	269	609	88.34	0.00
10/11/2009	Tibrawalla	Goel	265	265	1848	28.68	0.00
11/11/2009	Tibrawalla	Goel	270	270	546	98.90	1.10
12/11/2009	Tibrawalla	Goel	275	275	550	100.00	19.65
13/11/2009	Tibrawalla	Goel	270	270	556	97.12	-20.70
16/11/2009	Tibrawalla	Goel	255	255	859	59.37	0.95
17/11/2009	Tibrawalla	Goel	258	258	1649	31.29	-1.00
18/11/2009	Tibrawalla	Goel	260	260	521	99.81	0.00
19/11/2009	Tibrawalla	Goel	259	259	573	90.40	20.00
20/11/2009	Tibrawalla	Goel	262	262	534	98.13	-2.00
23/11/2009	Tibrawalla	Goel	254	254	736	69.02	-17.60
24/11/2009	Tibrawalla	Goel	160	160	457	70.02	18.65
25/11/2009	Tibrawalla	Goel	271	271	1642	33.01	10.95
26/11/2009	Tibrawalla	Goel	257	257	1077	47.73	15.00
30/11/2009	Tibrawalla	Goel	175	175	550	63.64	-12.25
01/12/2009	Tibrawalla	Goel	155	155	1816	17.07	70.95
04/12/2009	Tibrawalla	Goel	123	0	830	0.00	-34.85
09/12/2009	Tibrawalla	Goel	180	180	391	92.07	-35.30

18. I note from the above table that there were 59 days altogether during the investigation period when the Noticees have entered into reversal of trades. For illustration, I will explain the trades done by the Noticee on November 12, 2009. It is observed from the table above that on November 12, 2009, Tibrawalla purchased 275 shares from Goel Fintrade and sold back all these shares (275 shares) to Goel Fintrade, on the same day. As a result of such reversal trades



i.e., purchase and sale of the same no. of shares between Tibrawalla and Goel Fintrade, at the end of the day there is no change in the shares held by both of them. However, their reversal trades resulted in the trade of 550 shares of EIL on that day which is 100% of the market volume of that day. Further, the reversal trades between Tibrawalla and Goel Fintrade, who are connected entities, and who have traded from the same location i.e. through Location id : 7000170824002001 of PGS (managed by son of Tibrawalla), resulted in share price of the EIL increase by ₹ 19.65 on November 12, 2009.

19. The aforesaid reversal trades are observed to have been done on 59 days by Tibrawalla and Goel Fintrade. I note that out of the 59 days, on 57 days Tibrawalla and Goel Fintrade have purchased and sold exactly same amount of shares of EIL with each other. Further, on 41 days the contribution of the reversal trades between Tibrawalla and Goel Fintrade to the total market volume of that day is more than 50 %, out of which, on three days September 09 and 24 and November 12, 2009, the reversal trades have contributed 100% to the total market volume. On considering the above pattern of reversal trades done by Goel Fintrade and Tibrawalla, it is seen that the same quantity of shares have been reversed between them resulting in no net change in beneficial ownership of shares with them. Further, the fact that both these connected entities entered their trade from same location of the sub-broker PGS and such trading contributed more than 50% to the total market volume of the day on 49 days, it is thus clearly established that the reversal trades of Goel Fintrade and Tibrawalla have resulted in significant creation of volume in the market which is artificial. Therefore, I am of the view that Goel Fintrade and Tibrawalla have indulged in reversal of trades which created false or misleading appearance of trading in the shares of EIL. However, there is no material to show that Kedco has also entered into such reversal of trades for manipulative purposes.
20. I note that Investigation report also contains patch wise analysis of trading of the Noticees for those patches of periods wherein Noticees have been

suspected of most actively involved in manipulation of trades. My findings in this regard are in the following Paragraphs:

August 12, 2009 to August 19, 2009

21. During the period August 12, 2009 to August 19, 2009, Kedco purchased 930 shares of EIL and sold nil shares of EIL. During the same period, Goel Fintrade purchased 135 shares and sold 17,661 shares of EIL. I note that Kedco contributed to a price rise of ₹ 7.7 for its trade of 930 shares. I further note that 163 shares of EIL traded between Goel Fintrade and Kedco during the period August 12, 2009 to August 19, 2009 were perfectly synchronised i.e. the difference of order quantity, order rate was zero between the orders placed and matched by Kedco and Goel Fintrade and the time difference between such trades was only a minute. In view of the connection between Goel Fintrade and Kedco, I conclude that the aforesaid trades by Goel Fintrade and Kedco were synchronised.

September 02, 2009 to September 09, 2009

22. During the aforesaid period, Goel Fintrade purchased 16,894 shares of EIL, out of which for 1894 shares, the counterparty was Mr. Tibrawalla. Mr. Chandrakant Tibrawalla and Goel Fintrade were found to have contributed to a net price rise of ₹ 62.1 and ₹ 8.9 in the scrip of EIL during the aforesaid period. I note that 493 shares traded between Mr. Chandrakant Tibrawalla (as Buyer) and Goel Fintrade (as Seller) on September 03 and 09, 2009 were also synchronised i.e. difference of order quantity, order rate was zero between the orders placed and matched between Mr. Tibrawalla and Goel Fintrade and the time difference between such trades was only a minute. In view of the connection between Goel Fintrade and Mr. Tibrawalla, I conclude that the aforesaid trades by Goel Fintrade and Mr. Tibrawalla were deliberately synchronised by them.

September 15, 2009 to September 22, 2009

23. I note that during the period September 15, 2009 to September 22, 2009, Mr. Tibrawalla (1929 shares) and Goel Fintrade (1156 shares) were among the

major buyers of the shares of EIL who altogether bought a total of 3125 shares. It was further observed that there were reversal of trades between Goel Fintrade and Mr. Tibrawalla during this patch. I note that Mr. Tibrawalla was the counterparty for the buy trades for 1154 shares of Goel Fintrade and similarly for the buy trades of 1929 shares of EIL by Mr. Chandrakant Tibrawalla, Goel Fintrade was the counterparty. I note that during the aforesaid period, Mr. Chandrakant was observed to have contributed to a price rise of ₹ 41.4 and Goel Fintrade contributed to a price rise of ₹ 24 in the scrip of EIL. I also note that during the aforesaid period, 527 shares were traded between Mr. Chandrakant Tibrawalla (Buy trades) and Goel Fintrade (Sell trades) that were found to be perfectly synchronised. In view of the connection between Goel Fintrade and Mr. Tibrawalla, I conclude that the aforesaid trades by Goel Fintrade and Mr. Tibrawalla were deliberately synchronised by them. I note that the relevant details pertaining to the trades executed by the Noticees form part of the Investigation report, which has been inspected by them.

24. I note from the Investigation report that EIL was an illiquid scrip with very few participants which was easily influenced by the trading of Mr. Tibrawalla and Goel Fintrade, in terms of price and volume. It is also seen that for majority of the trades of Mr. Chandrakant Tibrawalla, the counterparty was Goel Fintrade and the trades entered between them were subsequently reversed on the same day as explained in pre-paragraphs. I further note from the material available on record that the trade of the Noticees were executed from the same location i.e. Location ID- 7000170824002001 through the terminal of the sub-broker PGS. I also cannot lose sight of the fact that PGS is an entity run by Mr. Pankaj Tibrawalla who is son of Mr. Chandrakant Tibrawalla. Therefore, it is clear that the reversal of trades were executed by Goel Fintrade and Chandrakant Tibrawalla from the same location, through their connected sub-broker viz., PGS.
25. I also note that one of the contentions raised by the Noticees is that their volume of synchronised trades is insignificant compared to the total market volume of

the scrip of EIL. I am not in agreement with the aforesaid submission of the Noticee. As already mentioned, the scrip of EIL is very illiquid. Further, as explained in pre-paragraphs, the majority of trading happening in the scrip of EIL was in the form of reversal trades being done by Goel Fintrade and Tibrawalla. In my view, the time lag between buy and sell orders is immaterial as there were hardly any buyers and sellers in the scrip of EIL. Further, I also note from the patch wise analysis done in the Investigation report that the contribution of synchronised trades to total market volume was significant during the patch of September 15 to 22, 2019, wherein 527 shares were synchronised (5.98% of the total market volume) between Goel Fintrade and Mr. Tibrawalla and the total market volume was 8811 shares.

26. Therefore, I conclude that Goel Fintrade and Mr. Tibrawalla, together manipulated the scrip of EIL by executing reversal of trades, a few of which were perfectly synchronised, without any intention to change the beneficial ownership but only to influence the scrip of EIL, thereby violating the provisions of Regulations 4(1) and 4(2)(a) of the PFUTP Regulations. These trades by Goel Fintrade and Mr. Tibrawalla have an adverse effect towards the other investors/shareholders of EIL. Hence, I am of the view that commensurate penalty for the violations committed by the Noticees needs to be imposed, taking into consideration the seriousness and the gravity of the violations committed by them.
27. Here I would like to rely on the judgment of Hon'ble Supreme Court in SEBI v Kishore R Ajmera (AIR 2016 SC 1079), wherein it was held that-*"...in the absence of direct proof of meeting of minds elsewhere in synchronized transactions, the test should be one of preponderance of probabilities as far as adjudication of civil liability arising out of the violation of the Act or provision of the Regulations is concerned. The conclusion has to be gathered from various circumstances like that volume of the trade effected; the period of persistence in trading in the particular scrip; the particulars of the buy and sell orders,*

*namely, the volume thereof; the proximity of time between the two and such other relevant factors. The illustrations are not exhaustive...*

28. The Hon'ble Supreme Court further observed in the same matter that – *"It is a fundamental principle of law that proof of an allegation levelled against a person may be in the form of direct substantive evidence or, as in many cases, such proof may have to be inferred by a logical process of reasoning from the totality of the attending facts and circumstances surrounding the allegations/charges made and levelled. While direct evidence is a more certain basis to come to a conclusion, yet, in the absence thereof the Courts cannot be helpless. It is the judicial duty to take note of the immediate and proximate facts and circumstances surrounding the events on which the charges/allegations are founded and to reach what would appear to the Court to be a reasonable conclusion therefrom. The test would always be that what inferential process that a reasonable/prudent man would adopt to arrive at a conclusion."*
29. In this context, I deem it appropriate to refer to the Hon'ble SAT order dated July 14, 2006, in the case of Ketan Parekh vs. SEBI (Appeal no. 2/2004), wherein the Hon'ble SAT has observed that - *"The nature of transactions executed, the frequency with which such transactions are undertaken, the value of the transactions, the conditions then prevailing in the market are some of the factors which go to show the intention of the parties. This list of factors, in the very nature of things, cannot be exhaustive. Any one factor may or may not be decisive and it is from the cumulative effect of these that an inference will have to be drawn."*
30. I note that SCNs have made references to the fund transfer of ₹ 2.95 crore and ₹ 3.75 crore between Goel Fintrade and Kedco. However, no adverse inference is drawn in either the SCNs or the Investigation report w.r.t. the aforesaid fund transfer. Also, there is no charge against Kedco and Goel Fintrade for the aforementioned fund transfers.
31. I further note that, apart from the mention of the fact in the Investigation report that 163 shares of EIL were perfectly synchronised between Kedco and Goel

Fintrade, no other adverse inference is drawn against Kedco w.r.t. violation of provisions of PFUTP Regulations. I note that while discussing the trading done by Kedco in the Investigation report, it is mentioned that *“Kedco was a net buyer of 90,557 shares in the Elpro. Majority of it was bought in the bulk deals and hence the statement of Kedco that they were looking to acquire shares of the company appears to be genuine as they were the net buyers during the POI and did not sell any of their purchase. Complete order book of Kedco is enclosed as A-19. Analysis of shareholding pattern of Elpro depicts that Kedco was holding shares till the September 2010 and started selling partly only after that”*. Although the Investigation report states that 163 shares of EIL were synchronised between Kedco and Goel Fintrade, it has not been clearly explained, how these synchronised buy trades done by EIL influenced the scrip of EIL in a negative manner. I note that Kedco has not entered into reversal of trades on the same day like Goel Fintrade and Mr. Tibrawalla have done to contribute to the volume in the scrip of EIL. The SCN does not give specific details relating to the alleged violation of PFUTP Regulations by Kedco.

**B. Whether Goel Fintrade and Kedco, as PACs, have violated the provisions of Regulation 7(1) of the SAST Regulations and Regulation 13(3) r/w Regulation 13(5) of the PIT Regulations**

32. I note that one of the allegations against Kedco and Goel Fintrade is that they have failed, as PACs, to make the necessary disclosures under Regulation 7(1) of SAST Regulations and Regulation 13(3) r/w 13(5) of the PIT Regulations w.r.t their acquisition of shares of EIL during the Investigation period that resulted in their combined shareholding crossing the threshold limit of 5% of total shareholding in EIL.
33. I note from the material available on record that Kedco and Goel Fintrade were having cross holding of shares. During the investigation period, Kedco was holding 75.1% of the shares of Goel Fintrade and Goel Fintrade was holding 50% of the shares of Kedco. I further observe from the SCNs issued to the

Noticees that Kedco and Goel Fintrade have common address viz. 216 AJC Bose Road, Kolkata, West Bengal, 700017. I note that Goel Fintrade and Kedco have not raised any contention regarding the aforementioned facts about the connection between them. Therefore, I find that Kedco and Goel Fintrade were acting as PACs for the purpose of acquisition of shares of EIL.

34. I observe that the disclosure requirements under the provisions of Regulation 7(1) of the SAST Regulations are triggered when acquirer's shareholding, along with its PACs, in a company crosses the threshold limit of 5% of the total share capital of the company. In the instant matter, I find from the material on record that the combined shareholding of Kedco and Goel Fintrade, as PACs, crossed the threshold limit of 5% of the total share capital of EIL during the quarter ending December 2009. I observe from the details of shareholding published on the BSE website that the combined shareholding of Kedco and Goel Fintrade increased to 5.2% during the aforesaid relevant period. Therefore, Kedco and Goel Fintrade were required to make the necessary disclosures to the Company and to BSE in the prescribed reporting format within two working days of their acquisition of shares in terms of Regulation 7(1) of the SAST Regulations, which they have failed to do.
35. I note that Kedco and Goel Fintrade have raised the contention that the Regulation 7(1) of the SAST Regulations is only triggered when the individual shareholding of an acquirer crosses the threshold limit of 5% as there is no mention of the term PAC in the aforesaid regulations. I note that the definition of an acquirer is mentioned in the Regulation 2(1)(b) of the SAST regulations which stipulates that "*acquirer means any person who, directly or indirectly, acquires or agrees to acquire shares or voting rights in the target company, or acquires or agrees to acquire control over the target company, either by himself or with any person acting in concert with the acquirer*". Therefore, I conclude that Kedco and Goel Fintrade, as persons acting in concert, failed to make necessary disclosures to BSE and to EIL under the provisions of Regulation 7(1) of the SAST Regulations.

36. In this context, it is pertinent to quote the relevant observations of Hon'ble SAT in its order dated April 29, 2014 in the matter of G. Suresh vs. SEBI (Appeal No. 39 of 2014) – wherein following was observed by Hon'ble SAT:-

*“The question of the Appellant holding shares along with person acting in concert with him aggregating to more than 15% is irrelevant for the purpose of making declarations under Regulations 7(1) read with Regulation 7(2). If an acquirer acquires shares when acting in concert with others which acquisition exceeds the limit prescribed, declarations have to be made by the acquirer and person acting in concert as well. True and timely disclosures by an acquirer of shares in a company or an important regulatory tool intended to serve a public purpose of disseminating this information to the company as well as to Stock Exchange expeditiously. Such disclosures are very important as they help investors to take an informed decision in investing in the scrip of said company.”*

37. I note from the SCN that Kedco and Goel Fintrade are alleged to have failed to make necessary disclosures under the provisions of Regulation 13(3) r/w 13(5) of the PIT Regulations. I observe that the disclosure requirements under the provisions of Regulation 13(3) r/w 13(5) of the PIT Regulations are triggered when acquirer's shareholding, along with its PACs, is already more than 5% and it changes by more than 2%. However, I note from the material available on record, that no evidence has been placed to show that the shareholding of Kedco and Goel Fintrade in EIL had changed by more than 2% and they were required to make a disclosure for the same. In view of the above, I conclude that charge of violation of the provisions of Regulation 13(3) r/w 13(5) of the PIT Regulations does not stand established against Kedco and Goel Fintrade.



38. Therefore, I am convinced that it is a fit case for imposition of monetary penalty on the Noticee under the provisions of Sections 15A(b) and 15HA of the SEBI Act, which reads as under:

**SEBI Act**

***Penalty for failure to furnish information, return, etc.***

***15A. If any person, who is required under this Act or any rules or regulations made there under-***

***(b) To file any return or furnish any information, books or other documents within the time specified therefore in the regulations, fails to file return or furnish the same within the time specified therefore in the regulations, he shall be liable to a penalty of one lakh rupees for each day during which such failure continues or one crore rupees, whichever is less.***

***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 of twenty-five crore rupees or three times the amount of profits made out of such practices, whichever is higher.***

39. While determining the quantum of penalty under Sections 15A(b) and 15HA of the SEBI Act, it is important to consider the factors relevantly as stipulated in Section 15J of the SEBI Act which reads as under:-

***Factors to be taken into account by the adjudicating officer.***

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

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

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

***(c) the repetitive nature of the default.***

40. In the instant case, it is not possible from the material on record to directly quantify the amount of disproportionate gain or unfair advantage resulting from the fraudulent trades entered into by Goel Fintrade and Tibrawalla or from the failure of Kedco and Goel Fintrade to make disclosures related to their acquisition of shares of EIL. However, I do note from the Investigation report that Mr. Tibrawalla and Goel Fintrade during the Investigation period have done

reversal of trading on 59 days during the investigation period and thus created an artificial volume of 31,816 shares of EIL. I also note that Mr. Chandrakant Tibrawalla and Goel Fintrade are closely related to each other and they have traded with an intent to manipulate the scrip of EIL. The manner in which reversal trades were executed by Goel Fintrade and Mr. Tibrawalla on the same day from the same location of PGS and which have contributed significantly to the market volume of the day, goes to prove that Goel Fintrade and Mr. Tibrawalla have been involved in the manipulation related to the scrip of EIL. The details of the reversal trades and synchronised trades done by Mr. Tibrawalla and Goel Fintrade and the influence caused by their trading to the scrip price of EIL have been mentioned in detail at paragraphs 16 to 23. Further, I am of the view that the disclosure requirements that have been prescribed under SAST Regulations are of utmost significance for the protection of interest of the investors, as the information received by them in a time bound manner would facilitate investors to take an informed investment decision as regards their holdings in the Company. In the instant case, the combined shareholding of Kedco and Goel Fintrade crossed the threshold of more than 5% stake in the Company. I also note that Kedco and Goel Fintrade have not made the relevant disclosures regarding crossing the threshold limit of 5% shareholding, as PACs, till date.

### **ORDER**

41. Having considered all the facts and circumstances of the case, the material available on record, the factors mentioned in Section 15J of the SEBI Act and in exercise of the powers conferred upon me under Section 15-I of the SEBI Act read with Rule 5 of the Adjudication Rules, I hereby impose penalties on the Noticees, as per the details mentioned below:

Name of the Noticee	Provisions of law violated	Penal Provisions	Penalty Amount (₹)
Goel Fintrade Private Limited	Regulations 4(1) and 4(2)(a) of the PFUTP Regulations	Section 15 HA of the SEBI Act, 1992	3,00,000
	Regulation 7(1) of the SAST Regulations	Section 15 A(b) of the SEBI Act, 1992	3,00,000
Kedco Processors Pvt Ltd	Regulation 7(1) of the SAST Regulations	Section 15 A(b) of the SEBI Act, 1992	3,00,000
Chandrakant Tibrawalla	Regulations 4(1) and 4(2)(a) of the PFUTP Regulations	Section 15 HA of the SEBI Act, 1992	3,00,000
		<b>Total</b>	<b>12,00,000</b>

42. I am of the view that the said penalties are commensurate with the lapse/omission on the part of the Noticees. The amount of penalty shall be paid either by way of demand draft in favour of “SEBI - Penalties Remittable to Government of India”, payable at Mumbai, or by e-payment in the account of “SEBI - Penalties Remittable to Government of India”, A/c No. 31465271959, State Bank of India, Bandra Kurla Complex Branch, RTGS Code SBIN0004380 within 45 days of receipt of this order.
43. The said demand draft or forwarding details and confirmations of e-payments made (in the format as given in table below) should be forwarded to “The Division Chief, Division of Regulatory Action-2, Enforcement Department (EFD1 – DRA II), Securities and Exchange Board of India, SEBI Bhavan, Plot No. C – 7, “G” Block, Bandra Kurla Complex, Bandra (E), Mumbai –400 051”:

1. Case Name:	
2. Name of payee:	
3. Date of payment:	
4. Amount paid:	
5. Transaction no.:	

6. Bank details in which payment is made:	
7. Payment is made for: (like penalties/ disgorgement/recovery/ settlement amount and legal charges along with order details)	

44. 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, 1992 for realization of the said amount of penalty along with interest thereon, inter alia, by attachment and sale of movable and immovable properties.
45. In terms of the provisions of Rule 6 of the Adjudication Rules, copies of this order are being sent to the Noticees viz. Goel Fintrade Private Limited, Kedco Processors Pvt. Ltd and Chandrakant Tibrawalla and also to the Securities and Exchange Board of India.

**Date: June 28, 2019**  
**Place: Mumbai**

**Dr. ANITHA ANOOP**  
**CHIEF GENERAL MANAGER**  
**& ADJUDICATING OFFICER**