

**SECURITIES AND EXCHANGE BOARD OF INDIA**

**ORDER**

**UNDER SECTIONS 11(1), 11(4), 11B (1) AND 11D OF THE SECURITIES AND EXCHANGE BOARD OF INDIA ACT, 1992**

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**In respect of:**

***Mr. Heet Manish Bapna alias Heet Manish Bafna [Proprietor – Standard Chartists] (PAN: EWEPB1991R)***

**In the matter of Unregistered Investment Advisory Services**

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**BACKGROUND AND FACTS OF THE CASE**

1. Securities and Exchange Board of India ('**SEBI**') conducted an examination to ascertain the veracity of a complaint received vide letter dated November 17, 2021, against Mr. Heet Manish Bapna *alias* Heet Manish Bafna (Proprietor-Standard Chartists) ('**Noticee**') allegedly involved in unregistered investment advisory services and to determine whether there has been any violation of the provisions of the Securities and Exchange Board of India Act, 1992 ('**SEBI Act, 1992**'), the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 ('**IA Regulations, 2013**') and any other Rules or Regulations made thereunder by the Noticee.
2. Upon examination, SEBI, *prima facie*, found that the Noticee was engaged in investment advisory services without obtaining a certificate of registration from SEBI. Further, it was observed that the Noticee, was operating a firm with the name

“Standard Chartists” and misrepresenting to the potential investors that it is a SEBI registered intermediary.

3. SEBI had, therefore, initiated proceedings under Sections 11(1), 11(4), 11(4A), 11B(1), 11B(2) and 11D of the SEBI Act, 1992 and the Quasi-Judicial Authority (**‘QJA’**) vide Order dated February 29, 2024 (**‘earlier order’**) held that the Noticee had violated Section 12(1) of the SEBI Act, 1992 read with Regulation 3(1) of the IA Regulations, 2013. It was also concluded that the Noticee had violated the provisions of Regulation 4(2)(k) and 4(2)(s) of the SEBI (Prohibition of Fraudulent and Unfair Trade Practices in Securities Market) Regulations, 2003.
4. The QJA had directed the Noticee to refund amount of ₹ 89,38,279.09 (i.e. ₹ 88,17,222.69 received in Axis Bank Account plus ₹ 1,21,056.50 received in the Paytm account) and ₹ 1,05,01,173.96 collected by him as an unregistered investment adviser during the period December 10, 2019 till March 2022 and April 01, 2022 till February 24, 2024, respectively in addition to levy of monetary penalty of ₹ 5 lakh. The Noticee was also debarred from accessing the securities market, directly or indirectly, and was prohibited from buying, selling or otherwise dealing in the securities market, directly or indirectly, in any manner whatsoever, for a period of three (3) years from the date of this order or till the expiry of three (3) years from the date of completion of refunds to complainants/ investors along with deposit of balance amounts, if any, with SEBI.
5. Aggrieved by the earlier order, the Noticee filed an appeal before the Hon’ble Securities Appellate Tribunal (**‘SAT’**). Hon’ble SAT vide order dated March 10, 2025 allowed the appeal in part and stated that the findings recorded in the impugned order against the Noticee remain undisturbed. Further, Hon’ble SAT remitted the matter to SEBI for limited purpose of reassessing the quantum of money received towards investment advisory services and thereafter to pass fresh order with regard to refund and period of debarment based on the amount assessed

within a period of eight weeks from date of receipt of representation from the Noticee.

6. Subsequent to the Order passed by Hon'ble SAT dated March 10, 2025 and in furtherance to the direction given in the said order, the instant matter was assigned to the undersigned as the QJA.

### **PERSONAL HEARING**

7. Vide Hearing Notice dated April 3, 2025, an opportunity of personal hearing was granted to the Noticee on April 22, 2025. The said Hearing Notice was served upon the entity through SPAD and email dated April 3, 2025. On the date of personal hearing, the Noticee along with Mr. Ankit Surana, Authorized Representative ('AR'), appeared in person and submitted that the Noticee had provided unregistered investment advisory services but the amount mentioned in the earlier order, as fees received from such services, is inaccurate.
8. During the hearing, AR sought time till April 30, 2025 to make a detailed submission along with evidence in this regard. Accordingly, the Noticee along with the AR was advised to make a comprehensive written submission along with documentary proof by April 30, 2025.
9. Taking into account the aforesaid facts, I am of the view that principles of natural justice have been followed in the matter by granting the Noticee an opportunity of hearing and filing of written submissions in the matter. Therefore, I deem it appropriate to decide the matter on the basis of reply of the Noticee and facts/material available on record.

## **REPLY OF THE NOTICEE**

10. The Noticee, vide email dated May 5, 2025, submitted his replies along with other documents such as bank statements, ITR acknowledgments, etc. and also submitted physical copies of these documents at the Head Office, SEBI.
11. SEBI, vide email dated May 19, 2025, communicated to the Noticee that no supporting documents in respect of his submissions have been received except for bank statements. The Noticee was also requested to furnish soft copies of relevant annexures vide email dated May 20, 2025. Reminder was sent on May 22, 2025 to furnish soft copies of relevant annexures in addition to seeking supporting documents for all credit transactions in the bank statement of the Noticee including bank statement of the counterparties (for transactions with family and friends), cash deposit receipts and other credible evidences. It was also stated that in absence of receipt of the supporting documents, the matter shall be proceeded with based on the information available on record.
12. The Noticee was granted time till May 28, 2025 in response to his request received through email dated May 24, 2025. Noticee has sent additional documents vide email dated May 29, 2025 and resubmitted the same on May 31, 2025. Email was sent to the Noticee on June 3, 2025 granting additional time till June 6, 2025 since all the supporting documents were not received from him. The Noticee, vide email dated June 6, 2025, has submitted documents including his version of client list and declaration from two individuals and had also requested for another hearing opportunity to explain and clarify reasons for non-availability of certain documents. The Noticee, vide email dated June 9, 2025, was informed that additional hearing will not be granted as already an opportunity has been granted. The Noticee, vide email dated June 16, 2025, submitted that majority of people were hesitant to share bank statements and asked for a one on one meeting to explain his position.

13. Subsequently, the Noticee, vide email dated June 19, 2025, was requested to make written submissions on areas for which he had requested for oral hearing/meeting and 7 working days' time was granted so that the explanations of the Noticee are on record. The Noticee was also advised to provide specified supporting documents for each category of credit transactions. Reminder was also sent on June 30, 2025.
14. The Noticee, vide email dated July 7, 2025, has *inter-alia* submitted that since more than four years have passed, it is difficult to obtain requested documents from counterparties. Further, the some of them have provided affidavit affirming no dues payable by the Noticee; however, they are not ready to provide bank statements and/or income tax returns due to non-availability / non-traceability of such documents. The Noticee had also stated that he will file written submissions pursuant to grant of another hearing opportunity. I note that despite giving an opportunity to place his written submissions along with supporting document on record, on the areas where the Noticee wants to make oral submissions, the Noticee is evading any documentary response to SEBI and is requesting only for personal hearing.

### **CONSIDERATION OF ISSUES**

15. I have carefully examined the detailed submissions of the Noticee and the documents / material available on record. The issues that arise for consideration in the present case are:

**15.1. Whether the Noticee had received the quantum of money towards unregistered investment advisory service from December 10, 2019 till February 24, 2024 as determined in the earlier order? If not, what is the quantum of money received during this period which is required to be refunded to clients of the Noticee?**

**15.2. What should be the period of debarment for the Noticee?**

16.I am summarizing responses received by SEBI from the Noticee, post hearing, along with date of correspondences, his submissions along with other documents as follows:

**Table 1 Summary of responses received from the Noticee**

Date	Submissions	Documents submitted by Noticee
05/05/2025	<p>Cover letter, <i>inter-alia</i>, providing the following:</p> <ol style="list-style-type: none"> <li>Summary table for FY 2020, FY 2021, FY 2022, FY 2023 and FY 2024 showing receipt of ₹ 2,03,979/- and ₹ 74,757/- in the year FY 2021 and FY 2022, respectively from the individuals as client advisory;</li> <li>There is demat debit as well as credit in the account of the Noticee;</li> <li>Salary income, where applicable, is shown in ITR as well;</li> <li>Funds received from friends during the stay of the Noticee in Mumbai and Surat have been transferred to them which shows that they are not investors.</li> <li>All paytm app related transactions are general in nature and not taken as advisory fees</li> </ol>	<p>Documents, as submitted by the Noticee, are as follows:</p> <ol style="list-style-type: none"> <li>Axis bank account statement of the Noticee from December 5,2019 to February 13,2024 (<i>Annexure 1 to 5</i>)</li> <li>Statements of RKSV Securities for UCC 694701 of the Noticee from April 1, 2020 to February 15,2024 (<i>Annexure 6 to 9</i>)</li> <li>Number file showing payout details as per ledger-QD1483-3 (<i>Annexure 10</i>)</li> <li>Scanned copy of Income Tax Return Acknowledgement for AY 2020-21 to AY 2024-25 (<i>Annexure 11 to 15</i>)</li> <li>Details of computation of total income for AY 2022-23 to AY 2024-25 (<i>Annexure 16 to 18</i>)</li> <li>Registration of lost property (iPhone 13) filed with BKC Police Station dated December 9, 2024 (<i>Annexure 19</i>)</li> <li>PDF files showing banking transactions with remarks for nature of transactions ('<b>Document with transaction categorization</b>') from December 5, 2019 to February 25, 2024 (<i>Annexure 20 to 24</i>)</li> </ol>

Date	Submissions	Documents submitted by Noticee
31/05/2025	1. Excel file containing details of declarations by family and friends along with amount credited by each of them in the account of the Noticee.	<p>Documents w.r.t. credit entries by family and friends are as follows:</p> <ol style="list-style-type: none"> <li>1. Family entries declaration (File 1 – ₹ 20,52,418/-)</li> <li>2. Cheque deposited in account declaration (File 2– ₹ 10,56,000/-)</li> <li>3. Cash deposited in account declaration (File 3– ₹ 25,50,000/-)</li> <li>4. Chandan Kailash Declaration (File 4– ₹ 2,17,000/-)</li> <li>5. Swayam Gangwani Declaration (File 5 – ₹ 24,230/-)</li> <li>6. Mayur Agarwal and Magical Tours and Travels Declaration (File 6– ₹ 3,06,500/-)</li> <li>7. Devanshi Sudesh Lakhmani Declaration (File 7– ₹ 2,85,219/-)</li> <li>8. Rishit Chhabra Declaration (File 8– ₹ 1,09,535/-)</li> <li>9. Rahul Jain Declaration (File 9 – ₹ 70,736/-)</li> <li>10. Nischal Agrawal Declaration (File 10– ₹ 4,70,511/-)</li> <li>11. Kush Jain Declaration (File 11– ₹ 2,28,924/-)</li> <li>12. Harsh Jain Declaration (File 12– ₹ 62,714/-)</li> <li>13. Rohan Jain Declaration (File 13– ₹ 48,428/-)</li> </ol>
06/06/2025	<p>Final list of client mentioning date, first name, amount and phone number specifying the following:</p> <ol style="list-style-type: none"> <li>1. Total = ₹ 2,92,977/-</li> <li>2. Workshop 69 Less = ₹ 13,985/-</li> <li>3. Refund given Less = ₹ 13,214/-</li> </ol>	<ol style="list-style-type: none"> <li>1. Paras Ram Declaration (File 1 - ₹ 1,00,000/-)</li> <li>2. Ajay Pal Singh Declaration (File 2 - ₹ 50,000/-)</li> </ol>

Date	Submissions	Documents submitted by Noticee
	4. Net total = ₹ 2,66,549/-	

*Note: Annexures mentioned above are part of the submissions of the Noticee. This order does not enclose any annexure as part of the order.*

17. I now proceed to analyze the submissions of the Noticee along with documentary evidences provided by him. These submissions are to support his claim that the money was received by him for purposes other than for unregistered advisory services from clients and same shall be excluded while calculating refund amount.

18. I have analyzed copies of bank statements along with the documents with transaction categorization which were submitted by the Noticee. I observe that while the bank statements were provided by the Noticee for a period from December 5, 2019 to February 13, 2024, he gave the document which had additional column showing the description such as purpose of the credit and debit transactions mirroring his actual bank statement for a period from December 5, 2019 to February 25, 2024.

19. I have noted that there were a total of 7,261 transactions (i.e. credit as well as debit) from December 10, 2019 to February 24, 2024 (**'relevant period'**) in the Axis bank account of the Noticee.

20. Out of this 7,261 transactions, there were a total of 1,667 credit transactions in the account of the Noticee for the said period. I have analyzed each of the credit transaction in the account of the Noticee during the relevant period and wherever necessary, I have also examined debit transactions. Summary of credit transactions, in the account of the Noticee, is tabulated below:



**Table 2 Summary of credit transactions in the account of the Noticee**

Sl. N.	Period	No. of transactions	Credit (₹)
1	FY 2019-20*	120	11,65,159.79
2	FY 2020-21	352	25,46,884.36
3	FY 2021-22	415	50,73,119.80
4	FY 2022-23	312	46,53,067.28
5	FY 2023-24#	468	95,72,390.70
6	<b>Total</b>	<b>1,667</b>	<b>2,30,10,621.93</b>

\* From December 10, 2019 to March 31, 2020; # April 1, 2023 to February 24, 2024

21. Further, on perusal of all the credit transactions, during the relevant period, following are the different categories of credit as shown in the table below:

**Table 3 Categorization of credit transactions in the bank account of the Noticee**

Category	Credit (₹)
Cash deposit by self	3,30,300.00
Cash deposit by family members and friends	18,77,600.00
Credit other than cash from family members	32,86,823.00
Credit other than cash from friends	57,22,111.72
Repayment of loans and advances	13,00,000.00
Online gaming app	18,91,876.05
Paytm receipts	37,352.74
Salary/stipend professional fees	8,20,150.00
Taken from clients	2,78,736.00
Other miscellaneous	74,65,672.42
<b>Total credit</b>	<b>2,30,10,621.93</b>

Note: "Other miscellaneous" includes credit on account of bank interest, cashback from apps, cheque bounce, demat receipts, receipt from Jar savings app, mutual fund redemptions, refund receipts through apps such as Flipkart, TDS refund, Tax return

22. While analyzing the document with transaction categorization along with copies of actual bank statements for the relevant period, I observe that there are certain credit entries wherein the Noticee has mentioned the category incorrectly as follows:

22.1. Credit transaction of ₹ 1,02,487/- dated March 29, 2022 with narration stating 'Vardhman Silk Mills' (i.e. proprietorship firm of mother of the Noticee)

is described by the Noticee as '*Money transferred to Mother firm*' instead of '*Family-Mother*';

22.2. For credit transaction of ₹ 3,25,000/- dated September 2, 2022 with narration stating '*CLG/000014/010922/APNA SAHAKAR*', the Noticee has mentioned '*Father textile related funds deposited (cheque/transfer)*'. Upon careful examination of the documents available on record, I have noted that the said transaction was made to the Noticee from bank account belonging to his grandfather HUF;

22.3. 3 UPI transactions amounting to ₹ 1,75,700/- from Zeel Bapna (i.e. sister of the Noticee) have been stated to be '*Transactions between friends while staying in Mumbai/Surat*' instead of '*Received from Sister Zeel Bapna*' as done in other credit transactions from his sister.

23. However, I have considered his claims for such credits even when erroneous categorization was made by the Noticee, on merits, based on the corresponding entries available in the counterparty bank statements of family members of the Noticee. Similar such errors were noticed in a few debit transactions as well.

24. I now proceed to decide on the claim of the Noticee that the credits received by him were for purposes other than those received for providing unregistered investment advisory services.

**A. Claim of the Noticee as 'Cash deposit by himself'**

25. As regards the self-deposit by the Noticee, he has claimed that following cash deposits were done by him during the relevant period:

**Table 4 Cash deposits claimed to be by himself**

Date	Particulars	Credit (₹)	Balance (₹)
10/12/2019	BY CASH DEPOSIT- BNA/BPRH170201/1176/101219/MUMBAI	7,500.00	1,07,632.00
16/12/2019	BY CASH DEPOSIT- BNA/APRH23302/2799/161219/MUMBAI	4,000.00	62,125.00
20/12/2019	BY CASH DEPOSIT- BNA/CWRO69503/8617/201219/MUMBAI	6,000.00	1,02,149.00
<b>21/12/2019</b>	<b>CASH-RVSL-ATM/211219/03:27</b>	<b>600.00</b>	<b>69,211.00</b>
23/12/2019	BY CASH DEPOSIT- BNA/S3RH00401/7193/231219/MUMBAI	2,700.00	68,383.00
30/12/2019	BY CASH DEPOSIT- BNA/CWRO65302/255/301219/MUMBAI	12,500.00	20,021.00
<b>02/03/2020</b>	<b>SAK/CASH DEP/SAK174186350/2478/SELF</b>	<b>1,00,000.00</b>	<b>1,00,184.00</b>
<b>06/03/2020</b>	<b>SAK/CASH DEP/SAK175206746/2274/SELF</b>	<b>22,000.00</b>	<b>2,86,405.00</b>
<b>25/09/2020*</b>	<b>SAK/CASH DEP/SAK199652805/1710/SELF</b>	<b>40,000.00</b>	<b>2,17,567.00</b>
<b>02/06/2022</b>	<b>SAK/CASH DEP/SAK292756779/4666/SELF</b>	<b>35,000.00</b>	<b>35,404.17</b>
<b>09/02/2023</b>	<b>SAK/CASH DEP/SAK330379530/1699/SELF</b>	<b>95,000.00</b>	<b>95,756.16</b>
<b>28/08/2023</b>	<b>SAK/CASH DEP/SAK359581261/4666/SELF</b>	<b>5,000.00</b>	<b>23,263.92</b>

*\*Noticee had categorized this as 'Father textile related funds deposited(chèque/transfer)' which is accepted despite error in categorization.*

*Note: Claims of the Noticee for entries highlighted in **bold** have been accepted.*

26. Narration in the bank statement of the Noticee clearly specifies that cash deposit was done by the Noticee himself on March 2, 2020, March 6, 2020 and September 25, 2020, June 2, 2022, February 9, 2023, August 28, 2023 and a reversal transaction on December 21, 2019. Accordingly, I accept the claim of the Noticee that these cash deposits amounting to ₹ 2,97,000/- were made by himself. Further, I accept credit due to reversal in the Noticee's account worth ₹ 600/-. With respect to all other cash deposits, claimed to be made by the Noticee himself, I do not accept the claim as the Noticee has failed to provide any documentary evidence to demonstrate that cash deposits were actually made by him.

27. Accordingly, out of total cash deposits worth ₹ 3,30,300/- by himself, I accept the claim of ₹ 2,97,600/- of the Noticee and claim worth ₹ 32,700/- has been rejected.

**B. Claim of the Noticee as 'Cash deposit by family members and friends'**

28. The Noticee has claimed that he has received cash (i.e. other than self-deposit) worth ₹ 18,77,600/- in his bank account for day to day operations during the relevant period from his family members and friends. However, in the document with transaction categorization, the Noticee has not identified his family members or friends who have deposited cash in his account. The Noticee has not only failed to demonstrate the identity of the person(s) who deposited cash for his daily usage in the document with transaction categorization but also been unable to provide cash deposit receipts or any other relevant document in support of his claim. Instead, the Noticee has provided declarations from his parents and friends separately.

29. I have analyzed all the declarations submitted by the Noticee and observe that declarations are incomplete as transaction level details such as date of transaction, amount, name of the counterparty, etc. are not mentioned in the declarations.

30. I have also observed that all declarations are accompanied by copy of ledgers signed by respective individuals making such declarations. I understand that purpose of maintaining ledgers is to ensure that transactions are properly recorded, balanced and reconciled. However, entries in the ledgers shall not alone be considered as sufficient evidence. Accordingly, I am of the view that if ledgers are not corroborated with independent evidence such as cash deposit receipts or other relevant proof, the same cannot be accepted as a proof. In the instance case, since copy of ledgers are not accompanied by any other evidence, I do not consider such ledgers as proof in support of claim of the Noticee that cash deposits have been made by family members and friends.

31. Further, in case of the claim that cash deposits have been made by family members or friends of the Noticee, he has not provided copies of the counterparty bank statements particularly in cases where the payer has withdrawn cash from his/her bank account during the same period, or documents such as copies of income tax returns of the counterparty along with statement of assets and liabilities to demonstrate their ability to make payments to the Noticee despite the same was sought vide email dated June 19, 2025.
32. Further, as per UIDAI ID submitted along with declarations by friends of the Noticee viz., Chandan Kailash, Ajaypal Singh and Paras Ram Gayri, it is noted that they are residents of Bikaner, Pali of Rajasthan and Mumbai, Maharashtra respectively; however, the declarations are executed on a non-judicial stamp paper purchased from Surat, Gujarat and signed before Notary in Surat, Gujarat.
33. As regards declaration of Mayur Agarwal, it is noted that there is a copy of ledger for Magical Tours and Travels submitted along with the declaration and certain credit transactions appear in bank statement of the Noticee from this entity. However, in absence of any documentary evidence I am unable to infer under what capacity, Mayur Agarwal has signed a declaration on behalf of Magical Tours and Travels. Therefore, the same cannot be accepted.
34. I am also surprised to note the quantum of funds transacted between the Noticee and persons claimed to be his friends, considering their age, during the relevant period. Some of these transactions are tabulated below:

***Table 5 Summary of transactions between Noticee and friends during the relevant period***

Name	Date of birth	Period of transaction	Credit from (₹)	Debit to (₹)	Mode of transfer and narration in bank statement
Devanshi Sudesh Lakhmani	03/10/2001	December 21, 2019 till March 1, 2022	2,86,506.00	2,06,640.00	UPI P2A and call, Bank Ni, BN Put, UJIVAN, Upstox, Course, 1 month, ur Prof, etc.

Name	Date of birth	Period of transaction	Credit from (₹)	Debit to (₹)	Mode of transfer and narration in bank statement
Rishit Chhabra	16/01/2004	December 23, 2022 till February 6, 2024	1,13,607.00	68,408.00	UPI P2A and online, ghar kh, arham, etc
Nischal Praveen Agarwal	21/12/2003	November 11, 2022 till February 22, 2024	4,74,146.00	1,29,612.00	UPI P2A and HDFC Bank UPI
Kush Jain	18/10/2003	March 5, 2022 till February 18, 2024	1,44,150.00	73,295.00	UPI P2A and HDFC Bank UPI

*Note: P2A – Phone to Account*

35. The Noticee, in his submissions, had also claimed that funds received from friends during his stay in Mumbai and Surat have been transferred to them which shows that they were not investors. This claim contradicts the findings from the above table which shows credits have been more than debits in his bank account during the relevant period and the entire money has not been repaid by the Noticee.

36. I also note that while the Noticee had balance of ₹ 98,547.89 on November 20, 2023, there have been multiple cash deposits in his account on a single day from Surat. While the Noticee has claimed that these cash deposits were for his day to day operations, the Noticee has not provided any justification for such transfers for day to day operations despite sufficient balance in his bank account. It is also observed that Noticee has not explained what constitutes day to day operations which require such cash deposit. Details of some of the instances of cash deposits, despite sufficient balance in the account of the Noticee, are given below:

**Table 6 Cash deposits claimed to be for daily usage of the Noticee**

Date	Particulars	Credit (₹)	Balance(₹)
20/11/2023	UPI/P2A/369011501632/UNNATI KH/HDFC BANK/NA/	3,100	98,547.89
25/11/2023	BY CASH DEPOSIT- BNA/DERH466601/7879/251123/SURAT	96,000.00	1,94,233.89
25/11/2023	BY CASH DEPOSIT- BNA/DERH466601/7881/251123/SURAT	1,00,000.00	2,94,233.89
25/11/2023	BY CASH DEPOSIT- BNA/DERH466601/7883/251123/SURAT	1,00,000.00	3,94,233.89

Date	Particulars	Credit (₹)	Balance(₹)
25/11/2023	BY CASH DEPOSIT- BNA/DERH466601/7885/251123/SURAT	97,500.00	4,91,733.89
25/11/2023	BY CASH DEPOSIT- BNA/DERH466601/7887/251123/SURAT	57,000.00	5,48,733.89

37. To verify the claim of the Noticee that cash deposits were for his daily usage, I have analyzed subsequent debit entries in the account of the Noticee. Debit transactions in the bank account of the Noticee on November 26 and 27, 2023 are tabulated below:

**Table 7 Transactions in the bank account of the Noticee on November 26&27, 2023**

Date	Particulars	Debit (₹)	Balance (₹)
26/11/2023	CreditCard Payment XXXX 7747 Ref#UP2OML069CI6WA	58,670.86	4,90,063.03
26/11/2023	UPI/P2M/333049286344/OneCard /UPI/YesBank_Yespay	80,364.55	4,09,698.48
26/11/2023	CreditCard Payment XXXX 3333 Ref#XOOWO78EZRNEBL	1,180.20	4,08,518.28
26/11/2023	UPI/P2M/333052886177/NETFLIX C/HDFC BANK/Monthly/TEZ	199.00	4,08,319.28
26/11/2023	NBSM/39395508/ZERODHA BROKING LIMITED/	90,000.00	3,24,319.28
26/11/2023	UPI/P2M/333072060012/Zerodha /919997/ICICI Bank	50,000.00	2,74,319.28
26/11/2023	UPI/P2M/333072075449/Zerodha /075188/ICICI Bank	40,000.00	2,34,319.28
26/11/2023	NBSM/39395662/ZERODHA BROKING LIMITED/	50,000.00	1,84,319.28
26/11/2023	NBSM/39395757/ZERODHA BROKING LIMITED/	50,000.00	1,34,319.28
27/11/2023	UPI/P2M/333185159083/OneCard/UPI/YesBank_Yespay	40,000.00	94,319.28
27/11/2023	UPI/P2M/333136120262/Codeyeti /Pay vi/Yes Bank Ltd	59.00	94,260.28
27/11/2023	UPI/P2A/333231868393/ZEEL MANISH BAPNA /UPI/Axis Bank Ltd	500.00	93,760.28

38. As can be seen from above table, out of the total cash deposits worth ₹ 4,50,500/-, around ₹ 758/- appear to have been spent for daily usage and payment to his sister, ₹ 1,80,216/- was used for credit card payment and rest of the amount of ₹ 2,80,000/- was immediately deposited in demat account held with Zerodha Broking Limited. It is difficult to conceive how payment to Zerodha Broking Ltd. can be considered as day to day expense.

39. Besides this, I have also observed following cash deposits from places other than Surat and Mumbai (i.e. from Ahmedabad, Gandhinagar, Seoni, Indore, Candoli and Jaipur) which the Noticee has claimed to be for his day to day operations. It is noted

that Noticee has neither explained what constitutes the day to day operations which require such cash deposit nor identified individuals, in the document with transaction categorization, who deposited cash in his account with credible supporting evidence. Cash transactions in the account of the Noticee from places other than Mumbai and Surat are tabulated below:

**Table 8 Cash deposits from places other than Mumbai and Surat**

Date	Particulars	Credit (₹)	Balance (₹)
18/07/2020	BY CASH DEPOSIT BNA/DPRH289301/8806/180720/AHMEDAB	2,700.00	9,662.96
21/08/2020	BY CASH DEPOSIT- BNA/CWRO17803/7210/210820/GANDHID	16,800.00	17,714.00
16/09/2020	BY CASH DEPOSIT- BNA/CWRO17803/5763/160920/GANDHID	7,000.00	7,848.65
02/07/2021	BY CASH DEPOSIT- BNA/BPRH103501/3484/020721/SEONI	43,000.00	87,958.00
05/07/2021	BY CASH DEPOSIT- BNA/DWRO113902/8217/050721/INDORE	8,400.00	1,94,988.96
05/07/2021	BY CASH DEPOSIT- BNA/DWRO113902/8221/050721/INDORE	1,200.00	1,96,188.96
04/09/2021	BY CASH DEPOSIT- BNA/CWRO60401/2462/040921/CANDOLI	5,500.00	32,958.32
04/09/2021	BY CASH DEPOSIT- BNA/CWRO60401/2466/040921/CANDOLI	2,000.00	34,958.32
10/11/2023	BY CASH DEPOSIT- BNA/CWRO29702/9768/101123/AHMEDAB	48,000.00	1,00,541.09
16/11/2023	BY CASH DEPOSIT- BNA/CWRO29702/208/161123/AHMEDAB	46,000.00	2,10,732.79
27/12/2023	BY CASH DEPOSIT- BNA/CPRH78905/2880/271223/JAIPUR	49,000.00	53,525.70

40. I have already found that the affidavit given by “family members and friends” do not specify the details of transaction specifically in the affidavit, neither does it mention any period of transactions for which the transactions are supposedly affirmed by the “family members or friends”. It also does not make any reference to the bank account of the “family members or friends”. In the absence of the Noticee substantiating with the counter party bank statement for the relevant point in time, which should have indicated either a debit from the account for cash withdrawal or should have indicated their ability to make such payments (more specifically in some cases cash deposit for more than ₹ 40,000/- was made) coupled with the other circumstances such as existence of sufficient balance in Noticee bank



account already when the subject credit happened, his failure to explain the day to day expenses, payment to the broking entity after the claimed receipt for day to day expenses, credits from places other than Surat and Mumbai leads to the conclusion that the Noticee has not substantiated his claim that the money was received from his friends and family for day to day operations. Therefore, I do not accept claim of the Noticee regarding all the cash deposits amounting to ₹ 18,77, 600/- during the relevant period. However, as per earlier order, the minimum package offered by the Noticee was ₹ 899/- per month and I have excluded transactions aggregating to ₹ 3,800/- which is below the value of ₹ 899/- from the claim of cash deposits of ₹ 18,77,600/- received from family members or friends. As regards the minimum package cost, presently, there is no material before me, to suggest the Noticee has received fee in parts for the minimum package.

### **C. Claim of the Noticee about credits received from family members**

#### **i. Credits other than Cash**

41. The Noticee has claimed credits other than cash of ₹ 20,54,619/- as received from his family members comprising his father, mother, sister, grandfather and grandfather's brother. In support of the said claim, the Noticee has provided declaration from his parents and sister and attached death certificate of his grandfather and grandfather's brother. Declarations are accompanied by counterparty bank statements and Certificate from Chartered Accountant ('CA') – Pravesh Vijayvargia (Firm – PSSP & Co., Registration No. 0129147W) certifying that the transactions are from his family members.
42. As mentioned earlier, I found declarations are incomplete as transaction level details such as date of transaction, amount, name of the counterparty, etc. are not mentioned in the declarations. Further, there is no mention that the said declarations are being made on behalf of deceased grandfather and brother of the grandfather of the Noticee.

43. I note that while the CA has certified transactions between family members of the Noticee, an amount of ₹ 50,000/- and ₹ 11,000/- claimed to be given by Manish Kumar A Bapna HUF on April 13, 2023 and July 21, 2023, respectively are neither identified by the Noticee in the document with transaction categorization nor is available in the counterparty statement.

44. Notwithstanding the same, I have analyzed the bank statement of the Noticee and copies of the bank statements of the counterparties as submitted by the Noticee to check veracity of the claims of the Noticee. Upon careful examination, I consider the following credits as received from family members are credits not meant for fee towards unregistered investment advisory activities since matching and repeated debits are available in the counterparty bank statement of the family members as submitted by the Noticee. Further, despite non-availability of transaction dated March 29, 2023 in the counterparty statement, I am accepting the claim since the narration in the bank statement of the Noticee clearly specifies name of the counterparty considering the possibility that the source bank statement of the counterparty is different from the one submitted by the Noticee.

**Table 9 Acceptable credits other than cash from family members during relevant period**

Date	Particulars	Credit (₹)
24/09/2020	TRF/VARDHMAN SILK MILLS/1	2,885.00
30/03/2021	TRF/VARDHMAN SILK MILLS/Transfer	71,098.00
06/08/2021	TRF/BAPNA SILK MILLS/BAPNA SILK MILLS	1,05,000.00
04/11/2021	MOB/TPFT/PADAMSINGH ARJU/921010043064709	50,000.00
04/11/2021	MOB/TPFT/VARDHMAN SILK M/918030021151476	50,000.00
12/11/2021	MOB/TPFT/PADAMSINGH ARJU/921010043064709	59,888.00
22/02/2022	TRF/BAPNA SILK MILLS/transfer	1,00,000.00
29/03/2022	VARDHMAN SILK MILLS*	1,02,487.00
02/09/2022	CLG/000014/010922/APNA SAHAKAR	3,25,000.00
18/11/2022	TRF/BAPNA SILK MILLS/TRANSFER	50,000.00
05/03/2023	UPI/P2A/306446855734/ZEEL MANI/Axis Bank/NA	1,00,000.00
25/03/2023	UPI/P2A/345066706539/ZEEL MANI/Axis Bank/NA	70,000.00
03/05/2023	UPI/P2A/312335551282/ZEEL MANI/Axis Bank/NA	95,000.00
21/05/2023	UPI/P2A/350728073307/ZEEL MANI/Axis Bank/NA	5,700.00
02/06/2023	TRF/BAPNA SILK MILLS/HEAT	3,00,000.00
05/07/2023	MOB/TPFT/BAPNA SILK MILL/918030021154006	50,000.00
13/12/2023	UPI/P2A/371406657907/ZEEL MANI/Axis Bank/NA/	200.00

Date	Particulars	Credit (₹)
13/12/2023	UPI/P2A/371406659714/ZEEL MANI/Axis Bank/NA/	1.00
13/01/2023	CLG/000025/120123/HDFC BANK LT	50,000.00
14/02/2023	CLG/000026/130223/HDFC BANK LT	50,000.00
08/03/2023	CLG/000027/070323/HDFC BANK LT	1,05,000.00
14/03/2023	CLG/000034/130323/HDFC BANK LT	50,000.00
29/03/2023	TRF/VARDHMAN SILK MILLS/HEET	99,360.00
	<b>Total</b>	<b>18,91,619.00</b>

45. Further, the following transactions were not reflected in the counterparty bank statement. Accordingly, I do not accept the claim of the Noticee that an amount of ₹ 1,63,000/- was received from family members as claimed by him as non-fee credit. The narrations in the bank statement are also not helpful to identify the sender.

**Table 10 Credits other than cash from family members without supporting documents**

Date	Particulars	Credit (₹)
04/11/2021	UPI/P2M/130821559873/919010070367094/041121	51,000.00
04/11/2021	UPI/P2M/130821512913/919010070367094/041121	51,000.00
13/04/2023	CLG/000065/120423/HDFC BANK LT	50,000.00
21/07/2023	MOB/TPFT/MANISHKUMAR ANG/921010038550862	11,000.00
	<b>Total</b>	<b>1,63,000.00</b>

46. Accordingly, out of total claim of ₹ 20,54,619/- of the Noticee, he is able to establish the claim of ₹ 18,91,619 /- received from family members. However, the Noticee is not able to establish the claim worth ₹ 1,63,000/- .

ii. **Credits for 'Father Textile related funds deposits'**

47. The Noticee has claimed credits of ₹ 12,32,204/- as non-fee credit categorizing it as 'Father textile related funds'. In support of the said claim, the Noticee has provided declaration from his parents which are accompanied by copy of ledgers. Parents of the Noticee have declared that cheques are related to them and deposited in the account of the Noticee and same day loan was taken by firms belonging to the Noticee's parents.

48. As mentioned earlier, I found declarations are incomplete as transaction level details such as date of transaction, amount, name of the counterparty, etc. are not mentioned in the declarations.

49. Further, the Noticee has failed to provide copies of counterparty bank statement to demonstrate corresponding credit in the family members' account received from the Noticee or any relevant proof despite a specific request to provide this document from him vide email dated June 19, 2025.

50. However, upon careful analysis of the bank statement of the Noticee, I observe that the following credit transactions were reversed by the bank on account of insufficient funds:

**Table 11 Credit reversals during relevant period in the account of the Noticee**

Sl. No	Date	Particulars	Debit (₹)	Credit (₹)
1	12/03/2020	By Clg 106577 024 Surat		15,000.00
2	12/03/2020	BRNOW RTN CLG REJECT10657701FUNDS INSUFFICIEN	15,000.00	
3	12/03/2020	CLG400619110320ADARSH COOP		21,200.00
4	12/03/2020	BRNOW RTN CLG REJECT40061901FUNDS INSUFFICIEN	21,200.00	
5	19/03/2020	CLG205211180320THE TEXCO CO		20,000.00
6	19/03/2020	BRNOW RTN CLG REJECT20521101FUNDS INSUFFICIEN	20,000.00	
7	24/09/2020	By Clg 508602 002 Surat		20,000.00
8	24/09/2020	BRNOW RTN CLG REJECT50860201FUNDS INSUFFICIEN	20,000.00	
9		<b>Total</b>	<b>76,200.00</b>	<b>76,200.00</b>

51. I have considered credits worth ₹ 76, 200/- (inclusive of ₹ 27,200/- as claimed by the Noticee) falling in the category of credits due to reversal and therefore, not relating to unregistered investment advisory services provided by the Noticee.

52. I have already found that the affidavit given by family members do not specify the details of transactions specifically in the affidavit. It also does not make any reference to the bank account of the family members or any period of transactions for which transactions are affirmed by the family members. This coupled with absence of counterparty statement to substantiate that the amount has later been

transferred by the Noticee to his father or mother as the funds originally belonged to his father's firm, as claimed by him, leads to the conclusion that the Noticee has not substantiated his claim that the money was received by him for 'Father textile related funds'. Therefore, I do not accept the claim of the Noticee regarding these transfers aggregating to ₹ 11,56,004/- in absence of sufficient documentary evidence. Claim of the Noticee for balance of ₹ 76,200/- has been accepted as received for purposes other than unregistered investment advisory services since these credits were subsequently reversed due to insufficient balance.

**D. Claim of the Noticee regarding credits other than cash from friends**

53. The Noticee has claimed that he has received credits amounting to ₹ 57,22,111.72 other than cash from his friends through online mode. In support of this claim, the Noticee has submitted declarations from friends along with copy of the ledgers.
54. As already mentioned, I found the declarations as incomplete as they do not specify the details of transaction specifically in the affidavit and do not make any reference to the bank account of the "friends" nor mentions any period of transactions for which the transactions are affirmed by them.
55. With regard to copy of ledgers, as highlighted in earlier paragraphs, I am of the view that unless the copy of the ledgers are corroborated with independent evidence such as bank statements of counterparty, UPI records, etc., the same cannot be accepted as a proof in support of his claim.
56. Further, the Noticee has failed to provide copies of counterparty bank statement or counterparty wallet statement, proof of ownership of sender's wallet, etc. despite seeking the same vide email dated June 19, 2025.
57. Accordingly, I do not accept the claim of the Noticee that online transfers of ₹ 57,22,111.72 were made by friends of the Noticee in absence of any documentary evidence. However, as per earlier order, the minimum package offered by the

Noticee was ₹ 899/- per month and I have excluded transactions aggregating to ₹ 1,18,832.50 which is below the value of ₹ 899/- from the claim of ₹ 57,22,111.72 received from friends other than cash.

**E. Claim of the Noticee regarding credit towards repayment of loans and advances**

58. The Noticee has claimed that credits worth ₹ 13,00,000/- have been received towards repayment of loans and advances during the relevant period and has provided a document showing computation of total income prepared by CA in support of his claim.

59. To verify his claim, I have analyzed bank statements of the Noticee during the relevant period and observed the following transactions:

***Table 12 Transactions related to loans and advances during the relevant period***

Date	Chq No	Particulars	Debit (₹)	Credit(₹)
16/09/2022	180927	BRN-CLG-CHQ PAID TO GOODFLOW SECURI/HDFC BANK LTD.	1,00,000.00	
03/03/2023	180928	BRN-CLG-CHQ PAID TO GOODFLOW SECURI/HDFC BANK LTD.	7,00,000.00	
25/05/2023	-	NEFT/N145232473360423/GOODFLOW /HDFC BANK/NEFT -		8,00,000.00
02/06/2023	-	IMPS/P2A/315316761815/jainam/IDFCBan/X453165/	3,00,011.8	
23/09/2023	-	NEFT/IDFBH23266605052/INFINITE /IDFC FIRS//ATTN/		3,00,000.00
29/09/2023	180938	RTGS/SK/UTIBR52023092900350567/4666/GOODFLOW SECURI	2,00,000.00	
19/10/2023	-	RTGS/HDFCR52023101997137851/GOODFLO/HDFC BA//DEPO/		2,00,000.00
21/10/2023	180939	RTGS/SK/UTIBR52023102100351966/4666/SKY VIEW SECURITIE	2,00,000.00	

60. It is seen that the Noticee had given money to M/s Goodflow Securities Private Limited ('**Goodflow**') and M/s Jainam Broking Limited ('**Jainam**') as reflected

above in the bank statement of the Noticee. There is also subsequent credit entry from Goodflow and Jainam which is as per the claim of the Noticee that the credit is towards the repayment of loan from the entities. Though the nature of payment and repayment cannot be construed towards loan without further documentary evidence, the preponderance of probability of circumstantial evidence shows that the money is in fact towards liability from Goodflow/Jainam. Further, no other circumstance to consider them as fee is on record. Accordingly, I consider credits worth ₹ 13,00,000/- in the Noticee bank account, have been received towards discharge of an existing liability from Goodflow/Jainam and therefore, needs to be excluded from the liability of the Noticee to refund fee towards the unregistered advisory services.

**F. Claim of the Noticee for credits through ‘Online gaming app’**

61. With regard to claim of the Noticee towards credit of ₹ 18,91,876.05 through online gaming app, he has not provided any documents in support of his claim such as details of online gaming apps in which the Noticee had invested viz., name, date when enrolled, etc., copies of transaction statement of the gaming app service provider or any other relevant proof despite seeking the same vide email dated June 19, 2025.

62. However, I have analyzed the bank statement of the Noticee during the relevant period to verify his claim. As submitted by the Noticee, I observe that wherever the narration in the bank statement of the Noticee clearly specifies receipts from Baazi Networks Private Limited, I have considered the claim that it is received from an online gaming app. Further, for claims from “gaming app category” where credits were below ₹ 899/- have been accepted since minimum package offered by the Noticee for providing unregistered investment advisory services was ₹ 899/- per month.

**Table 13 Details of claims accepted as credits through gaming app**

Date	Particulars	Credit (₹)
06/09/2023	IMPS/P2A/324917627275/RZXPVTL/YESBANKL/BAAZINET	764.00
28/10/2023	UPI/P2A/330105081460/RZPX/Yes Bank /BAAZI NE/	1,00,000.00
28/11/2023	BAAZI NETWORKS PRIVATE LIMITED	2,65,000.00
28/11/2023	BAAZI NETWORKS PRIVATE LIMITED	1,01,200.00
28/11/2023	IMPS/P2A/333209824406/RZXPVTL/YESBANKL/BAAZINET/919999999999	12,919.00
28/12/2023	IMPS/P2A/336220065454/922020052650850/281223/AXISBANKL TD/cashfree	391.00
29/12/2023	BAAZI NETWORKS PRIVATE LIMITED	1,50,000.00
04/01/2024	IMPS/P2A/400409760064/921020010649578/040124/AXISBANKL TD/BAAZIN	980.00
04/01/2024	IMPS/P2A/400409792960/921020010649578/040124/AXISBANKL TD/BAAZIN	19,597.00
04/01/2024	IMPS/P2A/400409796950/921020010649578/040124/AXISBANKL TD/BAAZIN	580.00
04/01/2024	BAAZI NETWORKS PRIVATE LIMITED	1,47,267.00
04/01/2024	IMPS/P2A/400420166366/922020052650850/040124/AXISBANKL TD/cashfree	811.32
06/01/2024	IMPS/P2A/400608592368/921020010649578/060124/AXISBANKL TD/BAAZIN	660.00
	<b>Total</b>	<b>8,00,169.32</b>

63. Accordingly, claim of the Noticee that credits received through gaming app worth ₹ 8,00,169.32 has been accepted. However, I do not accept the remaining claim for credits worth ₹ 10,91,706.73 from online gaming as the Noticee has failed to establish his claim by supporting documents.

**G. Claim of the Noticee for credits through Paytm receipts**

64. The Noticee has claimed that credits worth ₹ 37,352.74/- were received through Paytm receipts. However, he has not provided any supporting documents such as counterparty wallet statement if the payment has been made from wallet of the said counterparty or counterparty bank statement if payment done through bank account linked to paytm account, certified copy of proof of ownership of the sender's wallet, etc. despite the same was specifically requested from him vide email dated June 19, 2025.



65. In view of lack of documentary evidence, I am of the view that the claim of the Noticee for ₹ 33,594.99/- towards paytm receipt is liable to be rejected. The remaining claim of ₹ 3,757.75/- is being accepted wherever credits through paytm receipts were below ₹ 899/- since minimum package offered by the Noticee for providing unregistered investment advisory services was ₹ 899/- per month as per earlier order.

#### **H. Claim of the Noticee for credits through salary/stipend/professional fees**

66. The Noticee has claimed to have received a total sum of ₹8,20,150/- (salary of ₹ 71,400/-, stipend of ₹ 28,750/- and professional fees of ₹ 7,20,000/-) from M/s Jainam and M/s Goodflow Securities Pvt. Ltd. The Noticee has provided only the ITR acknowledgments and documents for computation of total income in support of his claim.

67. While the Noticee has provided a document to show computation of total income which provides break-up of salary, he has failed to provide copy of ITR or Form 16 to verify the salary income. Further, ITR acknowledgment only serves as a confirmation that income tax return has been successfully filed with the Income Tax Department of India and it does not provide detailed information about income sources or amounts. In other words, there can be different heads under which the liability for total income for tax arises. The total income does not indicate that the entire income was from salary. Therefore, it is not sufficient on its own to serve as a proof of income from salary. For comprehensive proof of salary income, Form 16 or Form 26 AS may be considered as these documents collectively offer a more detailed and accurate representation of salary income and are acceptable as proof of salary income.

68. The Noticee has failed to provide any details regarding employment contract or appointment letter. Furthermore, there are no pay slips, Form 16, Form 26AS or any correspondence from the employer such as offer letter/joining

letter/employment certificate, etc. that would enable independent verification of the claimed employment and the quantum of salary/stipend or professional fees, despite the same was specifically requested from the Noticee vide email dated June 19, 2025.

69. The copy of the bank statements reflect the following credits namely ₹ 21,800/- from Jainam on July 6, 2023; ₹7,20,000 from Goodflow Securities Pvt. Ltd. on February 27, 2023; ₹24,800 on January 5, 2024; and ₹24,800/- on February 5, 2024 made through formal banking channels.

70. However, the nature of credits becomes different when seen together with debit entries from the Noticee's account indicating substantial outward payments to the very same entities. More particularly, the Noticee has transferred ₹1,00,000/- and ₹7,00,000/- via cheque to Goodflow on September 16, 2022 and March 3, 2023, respectively, an additional ₹2,00,000 on September 29, 2023, and ₹3,00,011.80 to Jainam on June 2, 2023. These amounts far exceed the total credited amount claimed as salary and suggest a reverse flow of funds i.e., from the Noticee to the entities which he describes as his employers.

71. It is important to note, generally, in a genuine employer-employee relationship, financial consideration flows from the employer to the employee as remuneration for services rendered. It is highly commercially implausible for an employee to advance or transfer large sums to the very entity from which he draws salary, particularly in the absence of any corresponding contract, investment record, or acknowledgment of debt. In this case, the claimed salary credits are modest, whereas the debits are substantial and frequent. Thereby, existence of this circumstance and lack of submission of the documents supporting the claim of the Noticee in this regard, the claim of the Noticee for credits worth ₹ 8,20,150/- from the "category of salary/stipend/professional fee" cannot be accepted.

## **I. Claim of the Noticee as fee taken from clients**

72. The Noticee, in the document with transaction categorization, has claimed that ₹ 2,78,736/- was taken as fee from clients. However, vide submission dated June 6, 2025, the Noticee has provided 'Final List of Client' comprising 94 transactions amounting to ₹ 2,92,977/- along with first name and mobile numbers of only 75 clients. I find that both the submissions of the Noticee are inconsistent.

73. Further, I have compared aforesaid 94 transactions with the details available in the copies of bank statements and document with transaction categorization submitted by the Noticee. Some of the instances, wherein I observe discrepancy, are highlighted below:

73.1. While the Noticee has identified a transaction of ₹ 2,846/- on June 22, 2020 as received from client '*Charlotten*' towards unregistered advisory services, there are 3 more transactions from same persons as shown below but identified as transactions between friends and family while staying in Mumbai/Surat in the document with transaction categorization.

***Table 14 Transactions with client 'Charlotten'***

<b>Date</b>	<b>Particulars</b>	<b>Credit (₹)</b>
02/07/2020	UPI/P2A/018422045518/CHARLOTTN/UCOBank/For cour	2,750.00
29/07/2020	UPI/P2A/021113212471/CHARLOTTN/PaytmPay/For Cla	5,000.00
30/07/2020	UPI/P2A/021220049642/CHARLOTTN/PaytmPay/UPI	5,000.00

73.2. The Noticee has claimed to have collected ₹ 4,208/- on July 11, 2020 from client '*Kushagra*' ; however, the said transaction along with following 2 transactions are specified as money received from friends while staying in Mumbai/ Surat in the document with transaction categorization.

**Table 15 Transactions with client 'Kushagra'**

Date	Particulars	Credit
11/07/2020	UPI/P2A/019317109920/KUSHAGRA /KotakMah/Fees	4,208.00
31/01/2022	UPI/P2A/203102947748/KUSHAGRA /Kotak Mah/NA	54,750.00
08/02/2022	UPI/P2A/203931336832/KUSHAGRA /Kotak Mah/NA	29,400.00

73.3. Further, while bank statement of the Noticee had 2 credit transactions of ₹ 699/- and 7,535/- with narration as 'Ikramjit/ SBI Bank', there is only one transaction in the file named 'Final List of Clients' identified as received from client named Ikramjit worth ₹ 699/-.

73.4. There are two credit transactions of ₹ 6,544/- each on same day (i.e. May 26, 2021) claimed to have been received from client named Rahul. However, only one transaction worth ₹ 6,544/- with narration 'IMPS/P2A/114621831729/RAHULKAK/KOTAKMAH/MBSHAREM' on May 26, 2021 could be found in the bank statement of the Noticee.

74. I have noticed inconsistency between the claim of the Noticee and the supporting documents as highlighted above and I reject the claim of the Noticee that only an amount of ₹ 2,92,977/- was received from clients towards unregistered investment advisory services as provided vide email dated June 6, 2025. I also note that the Noticee has not explained term 'WORKSHOP 69 LESS' and why it is required to be deducted from amount collected from clients. It is also observed that the Noticee has not provided any documents in support of his claim that an amount of ₹ 13,214/- has been refunded to the client.

75. I also reject the claim of the Noticee that ₹ 2,78,736/- was received as fee from clients as per document with transaction categorization. However, considering that the minimum package offered by the Noticee was ₹ 899/- , amount aggregating to ₹ 14,686/- is being accepted as non-fee income.

## **J. Claim of the Noticee regarding other miscellaneous credits**

76. With regard to other miscellaneous credits through interest deposit, jar savings app, cheque bounce, redemptions of mutual funds, demat transactions, refunds from apps such as Googlepay, flipkart, etc., income tax refund or TDS return, I observe that the narration in the bank statement of the Noticee clearly specifies receipts from the abovementioned entities as submitted by the Noticee. Accordingly, I accept the claim amounting to ₹ 74,65,672.42/- of the Noticee that the following credit receipts are for purposes other than those received by the Noticee for providing unregistered investment advisory services.

***Table 16 Other Miscellaneous Claims of the Noticee***

<b>Particulars</b>	<b>Credit (₹)</b>
Interest deposit	4,851
Credit through demat account	68,73,690.32
Cheque bounce credit	27,200.00
Jar savings app	20,195.06
Mutual fund redemptions	3,78,423.55
Refund/cashback through different apps	45,572.49
Tax Refund/TDS return	1,15,740.00
<b>Total</b>	<b>74,65,672.42</b>

77. I have taken note of the copy of registration of lost property i.e. iPhone 13 filed by the Noticee with BKC Police Station; however, I am unable to infer the purpose of this since the Noticee has not made any written submissions explaining why the same has been placed on record.

78. The Noticee has not provided any supporting documents with respect to amount of INR 1,21,056.50/- credited in his Paytm account during the relevant period except for his submission that all paytm app related transactions are general in nature and not taken as advisory fees. The Noticee is not able to establish with supporting documents that these credits as claimed by him were not from investment advisory fee. Therefore, the Noticee is liable to refund the entire amount collected in his Paytm account.

79. Based on the information analyzed above, I am summarizing the claim submitted by the Noticee along with details of claims that have been accepted or rejected in the table below:

**Table 17 Summary of credits received by the Noticee during the relevant period and claims that that has been accepted/ rejected**

Category	Credit (₹)	Accepted (₹)	Rejected (₹)
<b>I. Bank Account</b>			
Cash deposit self	3,30,300.00	2,97,600.00	32,700.00
Cash deposit by family members and friends	18,77,600.00	3,800.00	18,73,800.00
Credit other than cash from family	32,86,823.00	19,67,819.00	13,19,004.00
Credit other than cash from friends	57,22,111.72	1,18,832.50	56,03,279.22
Repayment of loans and advances	13,00,000.00	13,00,000.00	0
Online gaming app	18,91,876.05	8,00,169.32	10,91,706.73
Paytm receipts	37,352.74	3,757.75	33,594.99
Salary/stipend professional fees	8,20,150.00	0	8,20,150.00
Taken from clients	2,78,736.00	14,686.00	2,64,050.00
Other miscellaneous	74,65,672.42	74,65,672.42	0
<b>Sub-total</b>	<b>2,30,10,621.93</b>	<b>1,19,72,336.99</b>	<b>1,10,38,284.94</b>
<b>II. Paytm Account</b>			
	<b>1,21,056.50</b>	<b>0</b>	<b>1,21,056.50</b>
<b>Total credit</b>	<b>2,31,31,678.43</b>	<b>1,19,72,336.99</b>	<b>1,11,59,341.44</b>

80. Accordingly, the Noticee is liable to refund an amount of ₹ 1,11,59,341.44 to clients/investors which has been collected during the relevant period towards unregistered advisory services.

81. Regarding the period of debarment, it is noted that the activity of rendering investment advisory services without certificate of registration, the necessary qualification and fit and proper criteria, and other requirements which are required to be followed for the investment advisory service to clients under the IA Regulations, 2013 have the effect of not only the investors effectively getting investment advice from the unqualified and unfit persons but also the loss of faith of investors in the securities market as a whole. Investor confidence being the central axis for the effective functioning of the securities market, the unregistered investment advisory service not only affect the investors who are the direct clients of such unregistered investment advisors but also create a negative externality of loss of investor confidence, deters potential future investment by investors and thereby interfere in the systemic role of the regulator in building up the investor protection. The period of debarment already undergone has also been taken into consideration for arriving at the period of debarment in the instant order. Taking all this into consideration, the Noticee is debarred for a period of one (1) year.

## ORDER

82. In view of the foregoing, I, in exercise of the powers conferred upon me under Sections 11(1), 11(4), 11B(1) and 11 D read with Section 19 of the SEBI Act, 1992, do hereby issue the following directions:

82.1. The Noticee/ Mr. Heet Manish Bapna *alias* Heet Manish Bafna shall, within a period of three months from the date of coming into force of this direction, refund the money received from any complainant / investors, as fees

or consideration or in any other form, in respect of the unregistered investment advisory activities;

82.2. The Noticee / Mr. Heet Manish Bapna *alias* Heet Manish Bafna shall issue public notice in all editions of two National Dailies (*one English and one Hindi*) and in one local daily with wide circulation, detailing the modalities for refund, including the details of contact person such as names, addresses and contact details shall be opened, within 15 days of coming into force of this direction;

82.3. The repayments to the complainants/ investors shall be effected only through Bank Demand Draft or Pay Order or electronic fund transfer or through any other appropriate banking channels, which ensures audit trails to identify the beneficiaries of repayments;

82.4. The Noticee/ Mr. Heet Manish Bapna *alias* Heet Manish Bafna shall cease and desist from carrying out the investment advisory services immediately;

82.5. The Noticee/ Mr. Heet Manish Bapna *alias* Heet Manish Bafna is prohibited from selling their assets, properties including mutual funds/shares/securities held by them in demat and physical form except for the purpose of effecting refund under para 82.1 direction above. Further, the concerned Depositories and RTAs shall in coordination with the banks are directed to ensure that the pay-outs and redemption/sale proceeds are debited from the bank accounts of the Noticees only for the purpose of compliance of this order.

82.6. Further, the banks are directed to allow debit only for the purpose of making refunds to the clients/ investors/ complainants who were availing the investment advisory services from the Noticee, as directed in this order, from



the bank accounts of the Noticee/ Mr. Heet Manish Bapna *alias* Heet Manish Bafna;

82.7. After completing the aforesaid repayments, the Noticee / Mr. Heet Manish Bapna *alias* Heet Manish Bafna shall file a report of such completion with SEBI addressed to the “ Chief General Manager - Supervision, Enforcement and Complaints, Market Intermediaries Regulation and Supervision Department, SEBI Bhavan II, Plot No. C7, G Block, Bandra Kurla Complex, Bandra (East) Mumbai –400051”, within a period of one (1) month, after completion of three months from the coming into force of the directions at para 82.1 above, duly certified by an independent Chartered Accountant;

82.8. The Noticee/ Mr. Heet Manish Bapna *alias* Heet Manish Bafna shall comply with directions at para 35.7 of the earlier order within a period of one (1) month, after completion of three months from the coming into force of the directions at para 82.1 above;

82.9. The Noticee/ Mr. Heet Manish Bapna *alias* Heet Manish Bafna is debarred from accessing the securities market, directly or indirectly, and is prohibited from buying, selling or otherwise dealing in the securities market, directly or indirectly, in any manner whatsoever, for a period of one (1) year from the date of this order or till the expiry of one year from the date of filing of Report of Completion, whichever is later;

82.10. It is hereby clarified that if the Noticee has any open position in any exchange traded derivative contracts, as on the date of this order, he can close out/ square off such open positions within 3 months from the date of order or at the expiry of such contracts, whichever is earlier. The Noticee is permitted

to settle the pay in and pay out obligations in respect of transactions, if any, which have taken place before the close of trading on the date of this order;

82.11. The Noticee/ Mr. Heet Manish Bapna *alias* Heet Manish Bafna shall not undertake, either during or after the expiry of the period of debarment/restraint as mentioned in para 82.9 above, either directly or indirectly, investment advisory services or any activity in the securities market without obtaining a certificate of registration from SEBI as required under the securities laws;

82.12. In case of failure of the Noticee/Mr. Heet Manish Bapna *alias* Heet Manish Bafna to comply with the aforesaid directions in para 82.1, 82.2, 82.7 and 82.8, SEBI, without prejudice to any other actions, on the expiry of the stipulated time period therein from the date of coming into force of this order, may recover such amounts, from the Noticee/ Mr. Heet Manish Bapna *alias* Heet Manish Bafna, in accordance with Section 28A of the SEBI Act, 1992, including such other provisions contained in securities laws;

83. This order shall come into force with immediate effect.

84. A copy of this order shall be sent to the Noticee/ Mr. Heet Manish Bapna *alias* Heet Manish Bafna, recognized Stock Exchanges, the relevant Banks, Depositories and Registrar and Transfer Agents of mutual funds to ensure that the directions given above are strictly complied with.

**Date: July 14, 2025**

**Place: Mumbai**

**N. Murugan**

**Quasi-Judicial Authority**

**Securities and Exchange Board of India**