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ADVOCATES, SOLICITORS & NOTARY

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DJM/HC/10082/ 6080/ 2012

Dated: 25th July, 2012

o/c

To,
Special Director,
Directorate of Enforcement
Government of India, Ministry of Finance,
Department of Revenue,
Janambhoomi Chambers,
Walchand Hirachand Marg,
Mumbai - 400 001

Ref.: Show Cause Notice issued on 20.7.2011 in respect of Complaint bearing No.3/47/B/2010/AD(DKS)/Part (BCCI-1) dated 13.7.2011.

Sub.: Preliminary reply to the Show Cause Notice referred above.

Sir,

1. We address this communication under instructions and on behalf of our client Mr. Lalit Kumar Modi.
2. We had received the Show Cause Notice issued on 20th July, 2011 alongwith annexed complaint bearing No. T-3/47-B/2010/AD(DKS)/Part (BCCI-I) dated 13th July, 2011 on 2nd August, 2011.

Our Applications:

3. Vide our letter dated 22nd August, 2011 and reminder dated 21st September, 2011, we had requested you to supply copies of all documents on which reliance had been placed and for detailed inspection of records and supply of documents. We had made an application seeking supply of complete set of copies of documents relied upon in the Show Cause Notices and Complaint. We had requested you to -
 - (i) provide us with a copy of the complete set of relied upon documents/materials including the documents set out in para 3 of our application dated 22nd August, 2011 and any other document or material collected during the investigation;
 - (ii) confirm if the statements given at serial number 4 to 8 of the Annexure to the Complaint are the only statements recorded by the Enforcement Directorate of the persons mentioned therein and if there are any further or previous statements of

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those persons recorded by the enforcement directorate then a copy of the same may kindly be provided to us;

(iii) grant us an inspection of the records and the file.

4. Vide your letter dated 22nd September, 2011, we were informed that the Special Director has allowed our application that documents referred to in the complaint, but not mentioned in the Annexure to the complaint may be supplied to us. However, when we were not supplied those documents for considerable period of time, we wrote on 18th November, 2011 to Shri D.K. Sinha, the Assistant Director Enforcement, the complainant in the matter, to supply us the documents. Further reminders were sent by us on 29th November, 2011 and 6th December, 2011, but we were not supplied the documents.
5. Subsequently, we received a letter dated 16th December, 2011 from your office where in a complete turn around, we were informed that whatever documents are intended to be relied upon had been supplied, in respect of which we moved an application dated 7th January, 2011 seeking implementation of directions contained in letter dated 22nd September, 2011 as well as seeking recall of letter dated 16th December, 2011.
6. We regret to mention that none of our aforesaid communications have been replied by your office. We further do not know whether the applications we had made are still pending consideration or have been allowed or disallowed by you. In case, if these applications have been disallowed, before such an order being passed we should have been provided opportunity of personal hearing. However we have not been provided any communication or the order(s), if any, passed on these applications or have been intimated about the fate of these applications.
7. We submit that the proceedings initiated by you are quasi judicial proceedings where principles of natural justice are required to be complied with. We wish to record our objections to the manner of conduct of proceedings so far which have indicated complete violation of principles of natural justice.
8. That so as not to prejudice the case of our client pending before you, while reiterating our request to supply the documents sought for in the previous applications we are submitting the instant communication to you putting on record our preliminary reply. This preliminary reply is being filed on a without prejudice basis and we reserve our right to file a detailed reply upon supply of all the documents by you as sought by us.

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Scope of Show Cause Notice

9. The Foreign Exchange Management (Adjudication proceedings and Appeals Rules) 2000 mandate that for the purpose of adjudication whether any person has committed any contravention, the Adjudicating Authority shall issue a notice to such person requiring him to show cause as to why an inquiry should not be held against him. It is clear from a bare reading of the rule that show cause notice to be so issued is not for the purposes of making any adjudication into alleged contravention but only for the purpose of deciding whether an inquiry should be held against him or not. That after considering the cause, if any, shown by such person, the Adjudicating Authority is required to form an opinion as to whether an inquiry is required to be held into the allegations of contravention. It is only then the real and substantial inquiry into allegations of contravention begins.

We submit that there is no good ground of initiating any substantive inquiry against our client and the proceedings against him are required to be dropped.

No Personal Allegation against our Client

10. The Show Cause Notice indicates that there is no personal allegation against our Client of having violated any of the provisions of FEMA. Show Cause Notice dated 20th July, 2011 in respect of agreement with International Management Group (IMG) have been issued to the BCCI in which notice has been issued to our Client with the aid of Section 42 (1) of the FEMA which provides for vicarious liability. The other noticees are Mr. N. Srinivasan, Honorary Secretary, BCCI and Mr. M.P. Pandov, Honorary Treasurer, BCCI.
11. Our Client through his general counsel and constituted attorney voluntarily received the show cause notice from the office of the Enforcement Directorate so that he can participate in the adjudication proceedings. It is pertinent to point out here that the FEMA permits participation in such proceedings through authorized representatives. It is pertinent to point out that the said show cause notice has been issued in respect of agreement dated 24.09.2009 signed between BCCI and IMG and transactions undertaken pursuant to that agreement. The said agreement has been executed by Mr. N. Srinivasan, Secretary BCCI. All the remittances sent were authorized by the Treasurer, BCCI. The adjudication proceedings are essentially directed against the BCCI. The alleged infringement of not obtaining prior approval of the BCCI is also technical in nature and there are various instances where ex post facto approval is given by RBI.
12. The Enforcement Directorate (ED) Show Cause Notices reveal that ED has been investigating alleged violations under FEMA in relation to BCCI contracts and in respect of the general conduct of the IPL. The allegations reflect collective responsibilities rather

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than personal responsibilities. It is significant to note that the Enforcement Directorate has not identified any specific contravention under FEMA committed by our Client.

13. Yet on such allegations the Enforcement Directorate moved the Regional Passport Officer Mumbai ("RPO") to impound the Passport of our Client and the RPO revoked the passport of our Client vide order dated 31.3.2011.
14. Infact our client fully co-operated with the summons and provided all documents as sought by ED and which were in his possession. However he could not personally appear before ED on account the grave security threat to his life which was also confirmed by Mumbai police. Our Client had at various occasions offered to give evidence either by video link or even on a commission at Indian High Commission in UK but this offer was not responded to by ED. Our client had also given reply to the Show cause notice dated 20.09.2010 issued for alleged non compliance of summons and requested for early hearing of the same but the same has not been heard and decided.
15. Given the allegations as set out in the Show Cause Notice under reference, the action seeking impounding our Client's passport was wholly unreasonable, arbitrary and disproportionate action on the part of ED.
16. Before making interim submissions on the Show Cause Notice, we wish to place on record certain facts in respect of BCCI and IPL, as these would have bearing upon the allegations leveled in the Show Cause Notices under reference.

BCCI/IPL

17. The Board of Cricket Control of India (BCCI) is a society registered under the Tamil Nadu Societies Registration Act, 1975. It has its own Memorandum of Association and Rules and Regulations. The President, the Secretary and the Treasurer are the office bearers of BCCI.
18. A separate sub committee unit of BCCI was set up known as Indian Premier League (IPL) to establish and oversee the operation of a domestic Twenty20 competition in India. IPL is not a separate entity but forms part of BCCI and is managed by a Governing Council having 14 members in which the office bearers of the BCCI are ex officio members. IPL as a sub-committee does not have any independent existence. It also does not have financial drawing or disbursing powers and all bank accounts are BCCI bank accounts operated by the Treasurer, BCCI. The Governing Council submits a report of its activities and decisions as well as audited final accounts for the approval of general body of the BCCI at its AGM.

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19. The IPL as a sub-committee was brought about in existence when on 13th September, 2007 the Working Committee of the BCCI approved the launch of Indian Premier League and set up a sub-committee. Vide amendment in Memorandum of Association and Rules and Regulations of BCCI on 16th December, 2007, IPL was made a standing committee of BCCI.
20. Thus IPL like any other committee of BCCI for example Finance Committee, Legal Committee or Marketing Committee is merely to assist and aid the BCCI. The members of such Committees including the Chairman thereof can not be said to be person in-charge of or responsible to the BCCI for the conduct of business of the BCCI. This is so because IPL is merely a sub committee of the BCCI and has no control over the affairs of BCCI rather it is controlled by BCCI. IPL also has no say upon any financial drawings, disbursements or remittances as such matters are controlled by persons who are incharge of BCCI namely the President, the Secretary and the Treasurer. IPL does not also have any separate existence.

Key Role of Mr. N. Srinivasan

21. At the time of formation of IPL Mr. N. Srinivasan was the Treasurer of BCCI. Since IPL was not a separate entity but only a sub-committee of the BCCI, all decisions in respect of IPL which had any financial implication or required drawing or disbursing of any funds or providing any guarantees or decisions which required financial compliances including RBI approvals were taken by Mr. N. Srinivasan. Without his being at the centre of such decision making- being incharge of and responsible for all financial matters, none of these decisions could have been made. Further, compliance with obligations of BCCI including giving of funds and guarantees was the responsibility of the Treasurer in the internal working of BCCI. It has been the standard practice of BCCI that all FEMA compliances and RBI approvals are required to be taken by the Treasurer's office.
22. Another aspect of the matter is that India Cement Ltd., whose promoter is Mr. N. Srinivasan, participated in the IPL Franchisee Auction and was awarded the Chennai Franchisee of IPL namely the Chennai Super Kings. Thus, Mr. N. Srinivasan as the defacto owner of Chennai Super Kings was at all times well aware both as officer bearer of BCCI and owner of franchisee about the entire working of IPL and was at all times personally interested in its pecuniary and financial matters.
23. On 27th September, 2008 Mr. N. Srinivasan became the Secretary of BCCI and Mr. M.P. Pandove became the Treasurer of BCCI. However, even after Mr. N. Srinivasan came to occupy Secretary's chair he continued the old reporting structure by which all clearances of individual bills, payment approvals, disbursement, approvals from regulatory bodies

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continued to be routed through him. In fact, all of the bills which were sent to the Treasurer's office to pay were routed through the office of the Secretary. Mr. N. Srinivasan as Secretary made the office of Treasurer almost redundant and unconstitutionally took over his work too.

24. Even though Mr. Pandove was the Treasurer, Mr. N. Srinivasan insisted that all approvals regarding finance be taken from him and was defacto also acting as Treasurer of the BCCI. All cheques and financial instruments were signed by Treasurer only after approvals given by the Secretary, BCCI.

Finance Department of IPL:

25. That the IPL itself had a finance department. This finance department was reporting to the office of the Treasurer, BCCI and was headed by Mr. Prasanna Kannan who was the Chief Financial Officer of the IPL. The finance department also functioned in tandem with the Secretary's office. The financial consultant of IPL was Mr. P.B. Srinivasan who was as well the internal auditor of BCCI. These two persons namely Mr. Prasanna Kannan and Mr. P.B. Srinivasan are closely connected to India Cements Ltd. Mr. Prasanna Kannan is employee of India Cements Ltd. while Mr. P.B. Srinivasan is an internal auditor of India Cements Ltd. All contracts and other actions having the financial implication were cleared by the finance department of the IPL. This clearance was done with a priori approval of Mr. N. Srinivasan and then was processed through the Treasurer's office. The financial persons of IPL namely Mr. Prasanna Kannan and Mr. P.B. Srinivasan directly reported to Mr. N. Srinivasan. Thus, Mr. N. Srinivasan was at the fulcrum of the entire financial dealings of IPL. Mr. N. Srinivasan conflict of interest was highlighted at various times by our client and this resulted into Mr. N. Srinivasan harboring malice against our client.

Role of our Client:

26. That our client Mr. Lalit Kumar Modi was Chairman of Governing Council of Indian Premier League. The entire functioning of the IPL was undertaken by the Governing Council. All activities of IPL are acts that have documented approval from collective Governing Council or Working Committee Meetings in accordance with BCCI/IPL process. Our client has earlier provided documentary evidence to the complainant which illustrate collective council or board approval for all activities. Thus, no action of our client can be termed as unauthorized, unilateral actions on his behalf.
27. In so far as the role of our client is concerned it is significant to point out that the Enforcement Directorate has not identified any specific contravention under FEMA committed by our client. There is nothing in the entire Show Cause Notice that suggests

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that he has been responsible personally or in his official position for any contravention of FEMA or has committed any foreign exchange violation.

28. It is important to state that our client was not in any manner, ever involved in any monetary transactions concerning the BCCI or the IPL. He had no cheque signing power. He was not mandated with any authority to exercise control over BCCI accounts, either operationally or in respect of withdrawals or payments. Thus, he had no role to play in any of alleged contraventions under FEMA.
29. That rather than causing loss of any foreign exchange, our client has been singlehandedly responsible for earning huge foreign exchange for the country. It is largely due to him that the BCCI has become financially most powerful board in the world cricket. In this process our client had brought various contracts in BCCI kitty worth over USD 6 Billion which have earned significant foreign exchange for the country. Thus, rather than causing loss of any foreign exchange, our client has contributed to significant amount of foreign exchange coming into the country. Some of the these contracts are Team Sponsorship Deal for Team India with Sahara, Team Apparel Sponsor Deal for Team India with Nike, Media Rights Deal with Nimbus for 4 years, Media Rights for overseas matches with Zee for 4 years, BCCI Sponsorship Deal with WSG, Indian Premier League Eight franchise contracts in 2008, ESPN deal for Twenty20 global rights, IPL Media Rights Deal with Sony, IPL Web Media Rights, IPL Title sponsorship and Ground sponsors, Renegotiated contracts of BCCI-IPL with Sony & WSG for the IPL Media rights, Nimbus Communication's 4 year deal for the rights to India's home international games, IPL Theatrical Rights Deal with UFO and ESD, IPL Entertainment Broadcast deal with Viacom and IPL two new franchise contracts in 2010.

IMG

30. IMG is a well established and internationally recognised enterprise in the field of media and sports and they were engaged to analyse the feasibility of, and prepare the way for, the implementation of the IPL. The BCCI Working Committee meeting held on 21st August, 2007 authorised our client to work out modalities for engagement of IMG. Copy of minutes of Working Committee meeting are annexed and marked as **Annexure-A**. Consequently with the approval of the BCCI President, our client signed a Memorandum of Understanding (MOU) with IMG on 13th October, 2007. This MOU was approved in the Governing Council Meeting held on 18th October, 2007. Copy of Governing Council Meeting dated 18th October, 2007 is annexed and marked as **Annexure-B**. Subsequently Shri N. Srinivasan then Secretary of BCCI signed two long form contracts with IMG on 24th September, 2009 and 18th January, 2010 superceding the earlier MOU dated 13th October, 2007. It is therefore, clear that the appointment of IMG was a BCCI collective

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decision. In the years 2008, 2009 and 2010, remittance of Rs.88.48 crores was made to IMG by the BCCI. Each and every element of the remittance was made by either Shri N. Srinivasan or Shri M.P. Pandove, BCCI Treasurer. All these facts are well documented and capable of being easily verified.

Thus our client personally had no role in the payment made to IMG or remittance of foreign exchange out of country.

Non applicability of Section 42(1) of FEMA on our client:

31. It is submitted that Section 42(1) of FEMA in which the show cause notice has been issued to our client has no application qua him. It is well settled that Section 42(1) is a highly penal Section as it makes the person who was in-charge and responsible to the company for the conduct of its business vicariously liable for an offence committed by the company. Therefore in accordance with the well-settled principles of interpretation this section should be construed strictly. The Supreme Court in Giridhari Lal Gupta V/s. D.N. Mehta, AIR 1971 SC 28 held that in the context a person in-charge must mean the person should be in overall control of the day to day business of the company or firm.
32. It is submitted that our client at the relevant time was one of the Vice President of the BCCI as well as the Chairman of IPL which was a sub-committee of the BCCI. He was not an office bearer of BCCI. He was not the person responsible for conduct of business of BCCI nor in-charge thereof. He had no financial powers. He was not involved in making of any remittances a foreign exchange or repatriation thereof. He was also not involved in issuing instructions or giving payment advice to AD. In these circumstances Section 42(1) has no application to him. The provisions of Section 42 of FEMA do not make any person liable for consequences. It is only that person who was in-charge and responsible for the business of the whole organization who can be made liable u/s 42(1).

Submissions:

It is alleged in the Complaint that the above remittances made to IMG were towards consultancy services and that section 5 of the Act read with Item No. 15 of Schedule III to the Rules requires that prior permission of Reserve Bank of India be taken for remittances exceeding \$ 100,000 per project for consultancy services procured from outside India. The show cause notice has been issued stating that BCCI has contravened the Rules to the extent of Rs. 88,48,01,059/- by making the remittances to IMG without obtaining prior permission of Reserve Bank of India.

It is submitted that:

1. The remittances made to IMG were not towards consultancy services.

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2. In any case, the remittances were not covered by Item No. 15 of Schedule III to the FEM (Current Account Transaction) Rules and did not require prior permission of RBI since the services were not connected to any project.
3. Section 42(1) of the Act does not apply to BCCI.
4. In any case, our client is not an office bearer of BCCI.
5. Our client had no financial powers in the BCCI and has no role whatsoever in the modalities by which payments were to be made to IMG.
6. Even if the remittances were in contravention of the Rules, such contravention was not liable for penalty.

1. **Remittances to IMG were not in the nature of consultancy services:**

We submit that the Complaint is misconceived in that it proceeds on the basis that IMG rendered consultancy services to BCCI, whereas a reading of the documents annexed to the Complaint show that wide ranging complex and execution services were rendered by IMG, which cannot by any stretch of imagination be said to be consultancy in nature.

BCCI had entered into a Memorandum of Understanding dated 13.09.2007 with IMG to assist in the establishment, commercialisation and operation of IPL. The services to be rendered by IPL as set out in Clause 1 of the MoU included inter alia "development of a rights management process in respect of the commercial rights and assets, preparation and execution of marketing strategies, management of the tender process, implementation and management of rights, etc." For these services, Clause 2 provided that IMG was entitled to a commission of 10% of gross income excluding those revenues retained exclusively by the franchisees.

This MOU was superceded by a "Services Agreement" dated 24th September 2009 executed by Mr. N. Srinivasan, wherein Clause 4.2 set out that "IMG shall continue its work in carrying out or providing (as appropriate) the following" and sets out a variety of services to be rendered by IMG including : the on-going execution of the management in respect of the rights of BCCI, preparation and execution of marketing strategies, preparation and registration of controls, implementation and management of the sale and delivery of Rights to the Rights Holders, Management of the annual player trading window, provision of the requisite manpower required to carry on activities.

Even paragraph 4.3 of the Complaint accepts that IMG vide the MOU and the Agreement "undertook the obligation of a wide range of inter-related tasks relating to the formation of the IPL and creation of an operational framework for the League and its management and for achieving the optimum commercial exploitation of the various rights during the contract period."

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Further paragraph 2.8 of the complaint accepts that the invoices raised by IMG were shown as commission invoices.

We submit that a plain reading of the MOU and the Agreements show that the nature of services rendered by the IMG were not consultancy services. It was a complex bundle of services to create and operationalize a novel idea to popularise the sport by a unique framework. The expertise of IMG, a necessary component in rendering these services, would not convert these complex services to a "consultancy service". While the term "consultancy service" is not defined in the Act, the Concise Oxford Dictionary defines consultancy as the professional practice of "consultant" and a "consultant" as a person providing professional advice for a fee. Thus the meaning of a consultancy service would be services that are in the nature of rendering advice alone.

As described in the MOU and the Agreements as well as the nature of service set out in the attached statements, it is clear that IMG was not just providing advice. The preamble to the MOU itself makes it clear that the responsibilities are wide-ranging. The scope of services delineated in Clause 4.2 of the Agreement dated 24th September 2009 is wide-ranging and involves considerable "execution" and "implementation". Execution and implementation are not lending advice or consultancy.

The CESTAT in Glaxo Smithkline Consumer Healthcare Ltd. v CCE Mumbai 2007(7) STR334 held that comprehensive services in relating to market development, marketing sales and other connected services are not in the nature of management consultancy services. Likewise, in CCE Vadodara v Arvind Narayan Prasad Nopany 200811STR353, the CESTAT held that services relating to market development, marketing, sales not being related to consultancy or technical assistance cannot be treated as management consultancy services.

We further submit that the initial arrangement with IMG was to pay them a percentage of revenues. Although this was later revised to a lump sum fee, this clearly indicates that the services rendered were not consultancy. This is further buttressed by IMG raising "commission invoices" as pointed out in paragraph of the Complaint.

We submit that the income tax proceedings further support that IMG was not rendering consultancy. Under the Double Tax Avoidance Treaty between India and the United Kingdom, consultancy services rendered by a UK resident in India are governed by Article 13(4) dealing with fees for technical services which "make available technical knowledge, experience, skill, know-how or processes". These are subject to a flat rate of tax at 10%.

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On the other hand, if the income is not for technical services but for other services, these are taxable under Article 5 and Article 7. The Income Tax Department had ordered the deduction of tax at 13.72% though the tax rate for payment of Consultancy Services is 10%. Thus the payments were not in the nature by the tax authorities of management consultancy services.

Though our client was not involved in FEMA compliances. Yet in Forms A-2 furnished to the authorised dealer, BCCI had apart from one instance, always stated that the purpose of the remittance was "contractual obligation for IPL" and not as consultancy services.

Set against these facts, the reliance in paragraph 4.11 of the complaint on minutes, statements, etc. is not proper as these are not documents drafted with rigorous legal meaning. We also submit that reliance cannot be placed on the statements of Mr. Peter Griffiths, Senior Vice-president and Director of Operations IMG and Mr. Nazeer Khan, Chief Manager, State Bank of Travancore, in these proceedings unless the right of cross examination is granted to us. The Authorised Dealer on being informed that the remittances required RBI approval made an application seeking ex-post facto approval. This action was taken on account of an anxiety to conform to the law and as a measure of abundant caution and this act of the AD cannot prejudice the rights of our client.

2. **Item 15 of Schedule III to Rules does not apply since the services were not rendered for a project:**

Without prejudice to our submission that the services rendered by IMG were not consultancy services, we further submit that in any case Item 15 of the Rules do not apply to these remittances since these services were not connected with any project. Item 15 of Schedule III to the Rules requires a remitter to seek prior permission of Reserve Bank of India for:

"15. Remittance exceeding US\$ 1,000,000 per project for any consultancy service procured from outside India".

We submit, however, that this Item 15 has no application to the remittance to IMG as BCCI did not pay for services in connection with a project. It is instructive to note that until 30th March 2001 the said Item read as follows:

"15. Remittances exceeding US\$ 100,000 for architectural / consultancy services procured from abroad."

From 1st April 2001, it read as follows:

"15. Remittances exceeding US\$ 100,000 per project for any consultancy services procured from outside India."

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Further this was amended from 22.05.2009 to read as follows:

"15. Remittances exceeding US\$ 10,000,000 per project for any consultancy services in respect of infrastructure projects and US\$1,000,000 per project for other consultancy projects procured from outside India.

Explanation: for the purposes of this item "infrastructure project" is those related to

- i. Power
- ii. Telecommunication
- iii. Railways
- iv. Roads including bridges
- v. Sea Port and Airport
- vi. Industrial parks and
- vii. Urban infrastructure (water supply, sanitation and sewage".

From these amendments to Item 15 it is clear that there has been a progressive liberalisation in remittances for consultancy services. Upto 30.03.2001 all consultancy services exceeding \$100,000 required prior approval of the RBI. After 30.3.2001 remittances for consultancy services in excess of US\$ 1,000,000 for "projects" alone required prior RBI prior approval. Thereafter, the limit for remittances for consultancy services to infrastructure projects was enhanced to US\$ 10,000,000. Admittedly in the present case all remittances were made after 30.04.2007 and hence prior approval of RBI, if at all, was required only for remittances made for consultancy for projects and not for other consultancy services.

While the term "project" is not defined, it is used to mean an industrial or infrastructure project that is being set up. The term project is not used for a sequence of sporting or similar events. If one looks at the way terms like project office, project finance have been used in the FEMA Rules, it is clear that a sequence of sporting events is not considered a project. Thus, even if the services rendered by IMG are considered to be consultancy services, the services were not in connection with any project and hence were not covered by item 15 and thus prior approval was not required from RBI for the said remittances.

3. **Section 42(1) does not apply to a BCCI since it is a society of associations and not a company, firm, body corporate or association of individuals:**

Even if BCCI has contravened section 5 of the Act as alleged, no adjudication proceedings can be held against our client and the reference to section 42(1) is wholly misplaced.

Section 42(1) provides that:

"Where a person committing a contravention of any of the provisions of this Act or of any rule, direction or order, made thereunder is a company, every person who at the time the

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contravention was committed, was in charge of and was responsible to the company for the conduct of the business of the company shall be deemed to be guilty of the contravention and shall be liable to be proceeded against and punished accordingly:

Provided that nothing in this sub-section shall render any/such person liable to punishment if he proves that the contravention took place without his knowledge or that he exercised due diligence to prevent such contravention."

The Explanation to section 42 provides that:

"For the purposes of this section

(i) "Company" means anybody corporate and includes a firm or other association of individuals and

(ii) "Director" in relation to a firm means a partner in the firm."

The above section 42(1) read with the Explanation does not apply to BCCI for several reasons.

First, BCCI is a society registered under the Tamil Nadu Societies Registration Act 1975. As such it is not a Company or a Firm. It is not an association of individuals as its members are not individuals but other associations. It is not a body corporate as it has no corporate existence apart from its members. A body corporate has an entity apart from its constituent members and can hold property in its own name. However, the property of a registered society is vested in its Committee; section 18 of the Tamil Nadu Societies Registration Act 1975 states that "All property movable and immovable, belonging to a registered society, whether required before or after its registration, if not vested in trustees, shall vest in the committee and any such property may in legal proceedings be referred to as the property of the committee." Therefore Section 42(1) has no application to a society.

Secondly, as section 42(1) refers to a person in charge of the business of the company it can apply only to entities carrying on business. It cannot be applied to a not-for-profit body whose activity is to promote a sport and whose charter prohibits it from using the funds for any purpose other than promotion of the objects.

BCCI is a Society and all its office bearers are in honorary position only.

The Hon'ble Supreme Court of India in *Giridhar Lal Gupta v D. N. Mehta* AIR 1971 SC 28 has held that a person in charge must mean the overall control of the day to day business of the company or firm. Neither of them fulfil this criterion. The Supreme Court has also observed that section 23C (1) of Foreign Exchange Regulation Act 1973 (parimateria with

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section 42 of the Act) is a highly penal section since it makes a person vicariously liable for an offence committed by the person and therefore it must be construed strictly.

In any case, there is no reason to proceed against the Society and the the office bearers for the same alleged contravention. Following the Calcutta High Court decision in Sarah North Sen v Union of India AIR 1975 Cal 337, the FERA Board has held that a separate penalty on the partners of the firm u/s 42(1) in addition to penalty on the firm is not justified. (Seek B S H Export House v Director of Enforcement (1988) 41 Taxmann 138, B L Sajdeh v DOE 92 Taxmann 290, Diamant Carbon Products v DOE 1998 96 Taxmann 571 and Sudharshan Exporters v Directorate of Enforcement 81 SCL 101).

As has been pointed out BCCI is a not-for-profit society and its office bearers are not paid employees nor do they get any profits or dividends. They oversee a professional organisation to promote the sport of cricket. The office bearers take professional expert advice. Besides all relevant documents were furnished to the Authorised Dealer such as Agreements, Invoices, etc. The Authorised Dealer had not pointed out that the remittances required prior approval of RBI. All the remittances were made through normal banking channels. Income tax was withheld in accordance with law. Thus the office bearers had exercised due diligence and cannot be proceeded against as specifically provided in the proviso to section 42(1).

4. **Our client is not office bearer of BCCI.**

The office bearers of the BCCI are Honorary President, Honorary Secretary and Honorary Treasurer. Our client was Chairman of IPL, which was a sub-committee of BCCI. IPL had no separate existence or identity. A copy of BCCI's Memorandum of Association is enclosed and marked as **Annexure-C**. Only an office bearer can be treated to "person in charge" of the society. For these reasons, we request you to drop the proceedings against our client.

5. **In any case no penal action is called for:**

We finally submit that even assuming that a contravention of section 5 of the Act had taken place, it was by inadvertence. BCCI had provided full information to the Authorised Dealer. BCCI is a non-profit body with the object of promoting sport. BCCI has not gained by the alleged contravention. The Hon'ble Supreme Court in Hindustan Zinc Limited case had observed that penalties are leviable only for contumacious conduct or when a person does not act bonafide. In the present case, there is no allegation in the Complaint that was wilful contravention of the provisions or that there was reckless disregard for law of that foreign exchange transactions were conducted outside normal banking channels. On the contrary,

D.A.

the transactions are between reputed entities, all documents were furnished to the Authorised Dealer. In these circumstances, we submit that no penalty is leviable.

Request for personal hearing

We request you to treat this as an interim reply and request you to grant us a personal hearing.

Following in the Index of Annexures attached with this letter:

Sr.No.	Particulars	Page No.
1.	Annexure A- Copy of minutes of BCCI Working Committee meeting held on 21 st August, 2007	16-19
2.	Annexure B- Copy of minutes of Governing Council Meeting dated 18 th October, 2007	20-22
3.	Annexure C - copy of BCCI's Memorandum of Association	23-50

Yours truly,

For Wadia Ghandy & Co.

D. Ambekar
Partner

Encl: a.a.

GG:SL



An amount of Rs. 30 lakhs has been transferred to Col. C.K. Nayudu Condonary Award Fund.

A 2

Mr. Stashak-Wanchoh also proposed that the referee matches be suspended for a minimum of 30 calendar days pending and it was difficult to get others to make a match. Mr. Leif (Madi) informed the House that there were some commitments already made that would have to be honored. It was agreed that except for the Committee's role in making a match, referee matches should be suspended until further notice on the basis of a match.

21

Item No. 5 - To consider and approve the draft Annual Budget for the year 2007-2008

Mr. Srinivasan explained the salient features of the proposed budget for the year 2007-2008.

Mr. S. Binoda proposed that all the Associations arising the ICC World Cup 2011 matches be given a interest free advance of Rs. 20 crores to upgrade facilities in the stadium.

Mr. Binoda's views were supported by members.

Mr. N. Srinivasan expressed the view that it would not be proper to give interest free advance. He assured the members that he would study the matter and submit a report at next Working Committee Meeting.

The draft budget for 2007-2008 was passed unanimously by the members.

Item No. 6 - To consider and approve the report of the Finance Committee Meeting held on 17 August 2007.

Mr. Srinivasan briefed the members about the decision taken by the Finance Committee at its meeting on 17 August 2007.

As per the eligibility criteria for contracted players, Mr. Dinanath Kurian is eligible to sign the contract under category C with effect from 1st June 2007.

The Finance Committee approved and recommended the purchase of new assets at the Hon. Sec. Secretary's Office, Hon. Treasurer's Office and Hon. Secretary's Office at a cost of Rs. 10,00,000/- (Rs. 10 lakhs) and Rs. 5,00,000/- respectively.

The following audit fees for the year 2007-2008 to M/s. S B Bhatnagar & Co., Statutory Auditors of the Board.

a) Statutory Audit Fees	Rs. 15,00,000/-
b) Audit Fee for NCA	Rs. 2,50,000/-

Mr. P. B. Vijayaraghavan, S. Co. Chartered Accountants were appointed as Statutory Auditors of ICCI and NCA as per existing Terms and Conditions.

Infrastructure subsidy of Rs. 10.56 crores was released to Vidarbha Cricket Association. The claim by Gujarat Cricket Association was approved in principle subject to verification by the Hon. Treasurer's Office. Hon. Treasurer was authorized to look into the claim of advance for the infrastructure subsidy to Assam Cricket Association.

The first phase expenditure to the tune of Rs. 1.00 crore for Archival materials was approved.

The increase in TADA for Under-19 Domestic matches for the year 2007-2008 as per schedule was approved.

Prize Money for Domestic Tournaments amounting to Rs. 4,20,00,000/- was approved.

It was decided to release the difference in Prize Money for the years 2006-2007 and 2007-2008 based on the approval of the Working Committee in December 2006.

The Match Fee component plus to Domestic Under-19 Cricketers was increased to Rs. 1,00,000/- per day as against Rs. 40,000/- per day.

The balance amount payable based on the Crises Reserve will be paid after ACH.

The following payment to Bhatnagar for watching international matches in India were approved.

a) Rs. 25,000/- per ODI
b) Rs. 50,000/- per Test

Indian team on tour abroad shall be paid equivalent of 70 USD for Se. for team and equivalent of 40 USD for junior teams.

Balance payment of US \$ 05,17,30/- released to Malaysian Cricket Association for DLT Cup.

Mr. N. Srinivasan further briefed the members about the status of Income Tax case.

The Chairman congratulated Mr. N. Srinivasan and his team for the excellent follow up on the matters which has resulted in the Income Tax matters being resolved for several years.

The report of Finance Committee was adopted.

Item No. 7 - To fix the date and venue and agenda for the Annual General Meeting.

The Chairman announced that the Annual General Meeting will be held on Friday, 28 September 2007 at Cricket Centre, Mumbai at 11.00 am.

Item No. 9 - Any other business with the permission of the Chair

(i) Discuss with IAG

Mr. N. Srinivasan informed the members about a Memorandum Agreement signed between BCCI and IAG in the year 2000 which stipulated that during the ICC Champions Trophy 2002 played in Sri Lanka resulting in number of issues which were under consideration. IAG has now given a proposal for amicable settlement of pending issues. This matter was discussed by the Office Directors in detail and it is proposed that we should agree to the proposal given by IAG.

The members approved the proposed settlement between IAG and BCCI.

(ii) Include Schedule of expenses for Vazzy Trophy matches

Mr. M. P. Pandey informed the members regarding the schedule of expenses to be included in the rules which was agreed by the members.

(iii) Formation of a panel of experts

Mr. M. P. Pandey informed the members about the present position of the Board all matters pertaining to cricket development to be referred to Dr. Asmit Joshi at Mumbai. He suggested the formation of an Honorary Committee for such tasks to make it more convenient for the field units.

He proposed the following panel

- | | | |
|---------------------|---------|----------------------|
| Dr. Anant Joshi | West | Members of Committee |
| Dr. M. S. Chitambar | North | |
| Dr. David Puri | South | |
| Dr. K. Srinivasan | East | |
| Dr. K. Verma | Central | |

The members approved the same.

(iv) The Chairman informed the members that the Government of Karnataka had offered to sponsor the BCCI for the National Cricket Academy and the BCCI had a representation to a proposal to the Government and the provision of a grant was awaited. Chairman concluded a Committee consisting of Mr. Srinivasan, Mr. Srinivasan, Mr. M. P. Pandey, and Mr. Srinivasan. It was decided to file representation from India and abroad to attract their plans for a state of intensity.

He invited the attention of members to the fact related to the Board in New Delhi by Delhi Development Authority and that the Board had already paid Rs. 2500 lakhs to DDA. He briefed the members about the meeting he had with DDA representatives, Mr. Srinivasan and Mr. Srinivasan for Urban Development. It is proposed to build an Indoor Cricket Academy with all related facilities. Chairman formed a Committee consisting of Mr. Srinivasan, Mr. Srinivasan, Mr. Srinivasan, Mr. Srinivasan, Mr. Srinivasan and Mr. Srinivasan. Mr. Srinivasan was given the responsibility to prepare the project report to be submitted to the DDA authorities.

(v) Mr. S. Srinivasan proposed that the Committee may be formed to select the Col. C. K. Nayudu Award for 2006-2007. The following committee was constituted: Mr. Srinivasan, Mr. Srinivasan, Mr. Srinivasan, Mr. Srinivasan, Mr. Srinivasan and Mr. Srinivasan.

(vi) Mr. Srinivasan briefed the members about the arrangements being entered into between the Board and Cricket Australia for the Training and Development of Umpires on the BCCI Pune as well as the State Para Umpires.

The members unanimously approved the proposal.

(vii) The Chairman informed the members about the Domestic Twenty 20 League being planned by BCCI to be followed by an International Twenty 20 League. The Chairman informed the members that Mr. Srinivasan had done a lot of work on this project. Mr. Srinivasan was appointed to take the lead of a professional organization and he requested the members to authorize him to work out the modalities for appointment of Mr. Srinivasan as the consultant for the Twenty 20 League.

The meeting ended with a vote of thanks to the Chair.

CHAIRMAN

1104, SECRETARY/CONVENOR

HELD AT CRICKET CENTER, MUMBAI ON 18-10-07 TIME 11:34am

Minutes of the Opening IPL Governing Council Meeting held on 18th
October 2007 at the Cricket Center, Mumbai.

1. The Chairman opened the meeting at 11:34am and welcomed everyone to the first IPL Governing Council Meeting.

Present were:

Lalit Modi - Chairman/ Convenor
 IS Bindra
 Chirayu Amin
 Arun Jaitley
 Rajiv Shukla
 Sunil Gavaskar
 Ravi Shastri
 Andrew Wadsworth - IMG
 John Lofthagen - IMG
 Catherine Simpson - IMG
 Michael Fordham - IMG
 Balu Nayer - IMG
 Amit Sibal - Legal Counsel BCCI
 Shashank Manohar - BCCI President Elect
 Sharad Pawar
 MP Pandove
 Niranjan Shah
 Prof. Shetty

2. Leave of absence was given to:

Mansoor Ali Khan Pataudi
 N Srinivasan - Treasurer BCCI

3. The President Elect, Shashank Manohar was invited to become a member of the Governing Council. The Chairman then introduced the special invitees from IMG.

4. John Lofthagen from IMG gave an overview of the Governing Council Constitution and the Chairman asked for further comments from the members on the draft document. It was noted that there was one minor error in the document to be changed which was regarding the point that the document states that the appointed CEO would be in charge of the bank accounts while the BCCI Treasurer would be the person to be the same. Refer to point K.6 of the said

CHAIRMAN'S
INITIALS

HELD AT

ON

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document.

Amendment: It was decided at the office bearers meeting prior to the second IPL meeting on 17th November 2007 in Jaipur that all payments relating to IPL would be made by the BCCI Treasurer's office.

5. Item 5 was deferred to the IMG Presentation and the new IPL Logo presented by IMG was approved.

6. The Chairman explained that the basic contract is at a lower value which is guaranteed by the BCCI while the firm contract is one that is not dependent on the franchise and less popular with the players. It was suggested that point (f) in the contract should be clarified in detail as it could lead to legal issues in the future. Arun Jaitley also recommended that instead of disputes being subject to the jurisdiction of the Courts of Mumbai a separate legal panel should be formed to settle the disputes in arbitration.

7. The Chairman confirmed the signing of the list of players shown in Item 7.

8. The Chairman confirmed the signing of 3 Pakistan players: Younis Khan, Mohammed Asif and Shoaib Malik. The Chairman confirmed that discussions were being held with Australian players. Unfortunately, they were unable to participate in the League in 2008 due to FTP commitments. The dilemma of them not being allowed to play for an Indian Franchise team in C2020 is still under discussion. It was also noted that if an exception was made for Cricket Australia, then the other boards would expect the same.

The issue of the ECB not giving their players NOC was also raised and the Chairman asked the members to think of an adequate solution for the same. The board authorised the Treasurer to go ahead and make payment to all players signed as per the contracts signed by the chairman on behalf of the IPL.

9. The MOU signed with IMG was noted.

10. Approval was given to hire the premises for the IPL offices at Cricket Center.

11. The legal notice sent by Sheridan to BCCI, IMG and the PCB was noted and summarized.

12. The response to Sheridan from IMG was noted.

13. After noting the hiring of Adfactors, Andrew Wildblood recommended that they design an international PR strategy with the said agency which was approved by the Council.

14. It was agreed that IPL TA/DA would be the same as the BCCI TA/DA.

15. During the presentation by IMG, it was recommended that the following be

CHAIRMAN'S
INITIALS

General P. P. Prasad, Bombay 3.

HELD AT

ON

TIME

noted.

- To make use of the services provided by Robin Saunders by the various states for the stadium plans and hospitality to maximize on revenue.
- A comprehensive list of all Indian State players be compiled for the IPL database.
- That it was suggested that IPL follow the English Premier League format.
- That official partners be added to the list of Sponsorship Rights Sales.

16. The draft schedule was noted and was still up for further discussion.

17. It was suggested that all International Boards be involved in Champions 2020 and BCCI should retain a 51% shareholding while the rest would hold a 48% shareholding. It was decided that a structure needs to be designed for the same. The Chairman was authorised to attend all meetings in this regard.

18. The hiring of Dhraj Malhotra was approved by the Council.

19. Dates and Timelines were to be further discussed.

20. The outstanding payments for IPL approved and a budget to be drawn up.

21. The BCCI legal team are yet to revert on the Long Form Agreement with IMG.

22. A few points were noted regards the players contract for further consideration.

- Medical
- Insurance
- Injury

The issues of players unions was also raised and the legal advisors to IPL were asked to take this into consideration when providing feedback on the document.

23. Long Form Players Agreement - Waiting for comments - 1 week

24. Franchises Agreement - Waiting for comments - 1 week

25. Media Rights IIT - Waiting for comments - 1 week

26. Operational Rules for the IPL were to be further discussed and confirmed for the next meeting.

27. The date for the next governing council meeting was set for Saturday November 17 in 2007 in Jaipur at 4 pm. Venue to be confirmed.

28. The Chairman thanked everyone for coming and closed the meeting at 2.00pm.

CHAIRMAN'S
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THE BOARD OF CONTROL FOR CRICKET IN INDIA



MEMORANDUM
AND
RULES AND REGULATIONS
(Revised as on 16-12-2007)

THE BOARD OF CONTROL FOR CRICKET IN INDIA



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THE BOARD OF CONTROL FOR CRICKET IN INDIA

THE BOARD OF CONTROL FOR CRICKET IN INDIA

Incorporated under Act XII of 1960 at Madras on 20.11.1960

MEMORANDUM
OF
ASSOCIATION



THE BOARD OF CONTROL FOR CRICKET IN INDIA

MEMORANDUM OF ASSOCIATION

The name of the Association is "THE BOARD OF CONTROL FOR CRICKET IN INDIA" and it will hereafter be referred to as the BOARD.

1. The objects of the Board are:-

- (a) To promote the game of cricket in India and give its decision on all matters involving women's cricket which may be referred to it by any member association in India.
- (b) To encourage the formation of State, Regional or District Cricket Associations and the organization of inter-State and inter-tour tournaments.
- (c) To arrange, control, regulate and if necessary finance all or some of the members of the International Cricket Council and the Indian Cricket Council and teams of other countries in India.
- (d) To arrange, control, regulate and finance all or some of the members of the International Cricket Council and the Indian Cricket Council and teams of other countries in India.
- (e) To promote the game throughout India by organizing coaching schemes, establishing coaching centres, holding tournaments, exhibitions, matches, Test Matches, ODIs, Twenty20, any other matches and by any other means.
- (f) To foster the spirit of sportsmanship and the ideas of cricket amongst school, college, and university students and other and deliver them in the same.
- (g) To frame the laws of Cricket in India and to make a valid amendment or addition to the laws of cricket in India whenever desired or necessary.
- (h) To appoint Tulkens in whom shall vest immovable property and funds of the Board as may be entrusted to them from time to time.

THE BOARD OF CONTROL FOR CRICKET IN INDIA

- (i) To sell, mortgage, mortgage, lease, exchange, dispose of, or otherwise deal with all or any property of the Board;
- (ii) To collect, lodge, and wherever necessary, borrow with or without security and to purchase, redeem or pay off any such securities;
- (iii) To carry on any other activity which may result in the Board capable of being conveniently carried on in connection with the above or calculated directly or indirectly to promote, further or otherwise profitable any of the purposes or objects of the Board;
- (iv) To donate such sum of money for (i) and (ii) as would be deemed fit by the Board conducive to the promotion of the game of cricket, (ii) the benefit of promotion of its welfare or interest by providing bursaries and awards subject to the rules and regulations of the BCCI or of other persons, as the Board may deem fit; (iii) any other person who has served cricket of the Board or its employees the Board may consider fit; (iv) to assist towards the sports person in games other than cricket for development of their individual skills; (v) to donate to any charitable cause;
- (v) To organize meetings in aid of Public Charities and Relief Funds;
- (vi) To lay out any ground for playing the game and for other purposes and to provide pavilions, stands and other conveniences, and amenities in connection therewith;
- (vii) To arrange physical education through the medium of cricket and take all means to assist the cricketers to develop the physique;
- (viii) To acquire movable and immovable property and to apply the capital and income thereof and the proceeds of the sale of mortgage, interest, for or towards all or any of the objects of the Board;

THE BOARD OF CONTROL FOR CRICKET IN INDIA

- (ix) To appoint Committees, from time to time to organize matches for the settlement of the objects of the Board and to initiate the proceedings for the implementation of the objects set out hereon;
- (x) To introduce a system of professionalism and to implement the same;
- (xi) To take such policy as may be necessary to coordinate the activities of affiliated associations, institutions and their members in relation to the Board and amongst themselves;
- (xii) To select teams to represent India in Test Matches, One Day International and Twenty20 matches played inside or abroad and to select such other teams as the Board may decide from time to time;
- (xiii) To elect or appoint a referee to supervise the play of a match for the benefit of the cricketers or persons who may have rendered service to the game of cricket or for the benefit of the cricketers or the development or promotion of the game;
- (xiv) To appoint Manager and other officials of Indian teams;
- (xv) To appoint a full representative representation on the International Cricket Conference and other Conferences, Seminars, connected with the game of Cricket;
- (xvi) To employ, appoint, executive, secretaries, Administrative officers and assistant secretaries, clerks, managers, coaches, professional cricketers, umpires, scorers, statisticians, groundsmen, doctors, servants, medical staffs and such other staff and to pay to them and to their families and dependents such salaries and allowances as the Board may decide from time to time; to provide them with such other facilities and to provide them with such other facilities and to provide them with such other facilities and to provide them with such other facilities;
- (xvii) To erect and maintain a library of books, newspapers, periodicals, on Sports in general and Cricket in particular and to print journals on cricket;

THE BOARD OF CONTROL FOR CRICKET IN INDIA

REGISTERED UNDER ACT XXII OF 1900 IN INDIA

1. The Board shall be a body corporate and shall have perpetual succession. It shall be a body corporate with the power to acquire and dispose of immovable and movable property and to sue and be sued.

2. The Board shall be a body corporate and shall have perpetual succession. It shall be a body corporate with the power to acquire and dispose of immovable and movable property and to sue and be sued.

3. The Board shall be a body corporate and shall have perpetual succession. It shall be a body corporate with the power to acquire and dispose of immovable and movable property and to sue and be sued.

RULES
AND
REGULATIONS



THE BOARD OF CONTROL FOR CRICKET IN INDIA



RULES AND REGULATIONS

1. INTERPRETATION

- (a) "THE BOARD" means the Board of Control for Cricket in India.
- (b) "MEMBER" means a full member and includes its representative.
- (c) "AN ASSOCIATE MEMBER" means an Association admitted as an Associate Member under Rule 3 (a) of the Rules and Regulations and includes its representative.
- (d) "AFFILIATE MEMBER" means any State which is not covered by any full member or Associate Member, may be admitted as an Affiliate Member but shall not include any union territory.
- (e) "UNION TERRITORY" other than Delhi shall not be entitled to membership of any of the above category. However, for the purpose of cricket union territory shall be attached to the geographically closest member.
- (f) "YEAR" means financial year commencing from the 1st day of April and ending on the 31st day of March of the following year.
- (g) "PLAYERS" Any cricketer past or present, registered with BCCI or any other members as a player who shall include any person selected in any squad to represent India in a Test Match, ODI, T20 match, Twenty20 or Union Territories Matches in India or Abroad.
- (h) "PRESIDENT" means the President of the Board.
- (i) "SECRETARY" means the Honorary Secretary and Honorary Joint Secretary of the Board.
- (j) "TREASURER" means Honorary Treasurer of the Board.

THE BOARD OF CONTROL FOR CRICKET IN INDIA

THE BOARD OF CONTROL FOR CRICKET IN INDIA

(h) **WORKING COMMITTEE** means the Working Committee to which is entrusted by the Board the management of the affairs of the Board.

(i) **REPRESENTATIVE** of a Member or an Associate Member or Affiliated Member means a person duly nominated or elected by the Member, Associate Member or the Affiliated Member.

(j) **ZONE** means North Zone, South Zone, East Zone, West Zone and Central Zone (the divisions all members shall form the North, South, East, West and Central Zone respectively).

North Zone:

- 1) Delhi & District Cricket Association
- 2) Services Cricket Board
- 3) Punjab Cricket Association
- 4) Jammu & Kashmir Cricket Association
- 5) Haryana Cricket Association
- 6) Association of Indian Universities
- 7) Himachal Pradesh Cricket Association

South Zone:

- 1) Tamil Nadu Cricket Association
- 2) Karnataka State Cricket Association
- 3) Hyderabad Cricket Association
- 4) Kerala Cricket Association
- 5) Andhra Cricket Association
- 6) Goa Cricket Association

East Zone:

- 1) Cricket Association of Bengal
- 2) Jharkhand State Cricket Association
- 3) Assam Cricket Association
- 4) Orissa Cricket Association
- 5) National Cricket Club Calcutta
- 6) Tripura Cricket Association

West Zone:

- 1) Mumbai Cricket Association
- 2) Gujarat Club of India
- 3) Maharashtra Cricket Association
- 4) Baroda Cricket Association
- 5) Gujrat Cricket Association
- 6) Saurashtra Cricket Association

Central Zone:

- 1) Uttar Pradesh Cricket Association
- 2) Madhya Pradesh Cricket Association
- 3) Rajasthan Cricket Association
- 4) Vidharbha Cricket Association
- 5) Railway Sports Promotion Board

(k) **The Board shall decide the zone in which an Associate Member, nominated as full member, shall fall.**

(l) **For the purpose of Glorious U. National Cricket Club, Veterans, Cricket Club of India, and Association of Indian Universities shall not be included in any zone for the purpose of being elected to any committee, except Working Committee and in case of Association of Indian Universities in the Varsity Committee.**

(m) **Railway Sports Promotion Board and Services Sports Control Board shall not be deemed to be included in any zone for the purpose of election to the Working Committee.**

(n) **"OFFICE BEARER" means the President, Honorary Secretary, Honorary Joint Secretary, and Honorary Treasurer.**

(o) **"TOURNAMENT RULES" means rules governing the conduct of tournament such as Test, Ranji, Duleep, Wipro, Ranji, Deodhar, G. K. Venkataswamy, Cooch Behar, Vijay, Wadkar, Pilly, Uppar, and Muthia. All trophy tournaments and such other tournaments conducted by the Board from time to time.**

THE BOARD OF CONTROL FOR CRICKET IN INDIA

THE BOARD OF CONTROL FOR CRICKET IN INDIA

(m) Junior Tournament shall mean any tournament mean (of cricketers) not above age 22 years.

(n) Administrator: An Administrator shall mean and include present and former Presidents, Vice Presidents, Honorary Secretaries, Honorary Treasurers, Honorary Secretaries of the Board of Control for Cricket in India (The Board), past and present Presidents and Secretaries of members of the BCCI, a representative of member of the BCCI, a member of affiliate members of the Board and any person connected with any of the sub-committee appointed by the Board as defined in the Memorandum and Rules and Regulations of the Board.

(o) MATCH OFFICIALS: shall include Umpires, Match Referees, Observer and Scorer and any other person appointed by the Board from time to time.

(p) Disciplinary Committee: The Board shall at every Annual General Meeting appoint a Committee consisting of three persons of whom the President shall be one of them to have no individual with the matter relating to any act of indiscipline or misconduct or violation of any of the Rules and Regulations by any player, Umpire, Team Official, Administrator, Selector or any person appointed or employed by BCCI. The Committee shall have full power and authority to summon any person(s) and call for any evidence, may demand and receive and make and publish its decision including imposing penalties as required as provided in the Memorandum and Rules and Regulations.

2. HEADQUARTERS:

The Headquarters of the Board shall be located at Mumbai.

3. MEMBERSHIP AND JURISDICTION OF MEMBERS:

- (a) (i) Membership of the Board shall be confined to (a) Full Members, (b) Associate Members (c) Affiliate Members

(i) Full Members:

The following playing Members shall be the Full Members:

1. Andhra Cricket Association
2. Assam Cricket Association
3. Assam United Cricket Union
4. Baroda Cricket Association
5. Cricket Association of Bengal
6. Cricket Club of India
7. Delhi & District Cricket Association
8. Goa Cricket Association
9. Gujarat Cricket Association
10. Hyderabad Cricket Association
11. Himachal Pradesh Cricket Association
12. Jharkhand Cricket Association
13. Jammu & Kashmir Cricket Association
14. Karnataka State Cricket Association
15. Kerala State Cricket Association
16. Madhya Pradesh Cricket Association
17. Maharashtra Cricket Association
18. Meghalaya Cricket Association
19. Mizoram Cricket Association
20. National Cricket Club
21. Orissa Cricket Association
22. Punjab Cricket Association
23. Rajasthan Cricket Association
24. Railways Sports Federation Board
25. Saurashtra Cricket Association
26. Services Sports Control Board
27. Tamil Nadu Cricket Association
28. Tripura Cricket Association
29. Uttar Pradesh Cricket Association
30. Vidarbha Cricket Association

Associate Members:

1. Sikhon Cricket Association
2. Mizoram Cricket Association

THE BOARD OF CONTROL FOR CRICKET IN INDIA

Special General Meeting of extending liability payments of dues or settling of accounts and statements beyond the period referred to in clause (iv) above.

5. (A) PROCEDURE FOR PROMOTION OF AN ASSOCIATE MEMBER TO FULL MEMBER

An Associate Member may be promoted as a Full Member on the basis of the following conditions:

(i) The said member is an Associate Member for a continuous period of twelve (12) years.

(ii) Such a member, at least the Board shall have to be a member of the Board of Control for Cricket in India for a period of five (5) years. The Board, on receipt of an application from an Associate Member for being promoted as a Full Member, shall appoint a Special Committee to make a special investigation into the character and conduct of the said member and make a report thereon to the Board. The Board, on receipt of the report of the Special Committee, may, if it is satisfied, recommend the said member for promotion as a Full Member. The Board may, if it is not satisfied, refuse to recommend the said member for promotion without assigning any reasons therefor.

6. (B) PROCEDURE FOR ADMISSION AS AN AFFILIATE MEMBER UNDER RULES (IV) AND PROMOTIONS AS AN ASSOCIATE MEMBER

(i) The Central Controlling Body of cricket in any state within the territory of India shall have the right to elect a member of the Board of Control for Cricket in India as an Associate Member, subject to the condition that the said member shall be a resident of the said state and shall be a person of high standing in the community. The Board, on receipt of an application from a person for being promoted as an Associate Member, shall appoint a Special Committee to make a special investigation into the character and conduct of the said member and make a report thereon to the Board. The Board, on receipt of the report of the Special Committee, may, if it is satisfied, recommend the said member for promotion as an Associate Member. The Board may, if it is not satisfied, refuse to recommend the said member for promotion without assigning any reasons therefor.

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General Body Meeting and entitled to vote as decided. The Board may reject any application for membership without assigning any reason.

(ii) PROMOTION OF AN AFFILIATE MEMBER AS AN ASSOCIATE MEMBER

An Affiliate Member may be promoted as an Associate Member on the basis of the following conditions:

(i) An Affiliate Member has been on the roll for a continuous period of five years.

(ii) Such a member, at least the Board shall have to be a member of the Board of Control for Cricket in India for a period of five (5) years. The Board, on receipt of an application from an Affiliate Member for being promoted as an Associate Member, shall appoint a Special Committee to make a special investigation into the character and conduct of the said member and make a report thereon to the Board. The Board, on receipt of the report of the Special Committee, may, if it is satisfied, recommend the said member for promotion as an Associate Member. The Board may, if it is not satisfied, refuse to recommend the said member for promotion without assigning any reasons therefor.

7. COMPOSITION OF THE BOARD

(i) The Board shall be composed of

- (a) President
- (b) Five Vice-Presidents, one from each zone
- (c) An Honorary Secretary
- (d) An Honorary Joint Secretary
- (e) An Honorary Treasurer

(ii) A Member, Associate Member and an Affiliate Member shall be entitled to have one representative on the Board. A representative may be changed at any time.

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THE BOARD OF CONTROL FOR CRICKET IN INDIA

any time by the Member, Associate Member or Affiliate Member concerned, provided that such notification of such a change is given in writing to the Hon. Secretary. A person shall not be a Vice President or a Member of the Board.

(iii) A Member, Associate Member or an Affiliate Member shall from time to time be the Member of the Executive Committee and the Member of the Board of Control for Cricket in India. The Executive Committee and the Board of Control for Cricket in India shall be constituted as follows:—

D. POWERS AND DUTIES OF THE BOARD

In addition to and without prejudice to the powers and powers conferred directly or by necessary implication under the Rules and Regulations and the Memorandum of Association, the Board shall exercise the powers and perform the duties hereinafter mentioned:

- (a) To grant allowances as provided in the Rules or to discontinue Members on disciplinary grounds provided that in case a Member, Associate Member or Affiliate Member is to be discontinued, the Board shall first of all refer the matter to a Special General Meeting in the case may be with the sanction of the Hon. Secretary, for such disciplinary action.
- (b) To arrange, edit and publish the Rules of cricket, cricket, sports and other sports and to settle the terms of such sports and to settle the terms of such sports.
- (c) To lay down conditions on which Indian players shall be permitted to play in foreign countries and to lay down the conditions on which foreign players shall be permitted to play in India.

THE BOARD OF CONTROL FOR CRICKET IN INDIA

(d) To frame bye-laws and lay down conditions including those relating to accommodation and allowances under which Indian players shall take part in Cricket tournaments, matches, exhibitions, festivals and other matches organized by the Board of Control for Cricket in India. The bye-laws of the Board shall be subject to the approval of the Hon. Secretary.

(e) To arrange, edit and publish the Rules of cricket, cricket, sports and other sports and to settle the terms of such sports and to settle the terms of such sports.

(f) To frame bye-laws and lay down conditions including those relating to accommodation and allowances under which Indian players shall take part in Cricket tournaments, matches, exhibitions, festivals and other matches organized by the Board of Control for Cricket in India. The bye-laws of the Board shall be subject to the approval of the Hon. Secretary.

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(h) To frame bye-laws and lay down conditions including those relating to accommodation and allowances under which Indian players shall take part in Cricket tournaments, matches, exhibitions, festivals and other matches organized by the Board of Control for Cricket in India. The bye-laws of the Board shall be subject to the approval of the Hon. Secretary.

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If an association has been allotted a Test match and after a period of two years is of the opinion that it is not doing well, the association will continue to be a member of the Working Committee, however, if its normal relation merges with the two years period for being under special management, then the Association concerned will have to submit an application for re-entrance in the respective zone.

(c) From amongst the remaining members, one representative of a Member from each of the five zones will be elected. (i) South, (ii) Central, (iii) North, (iv) East, and (v) West. The election will be held in the respective zones.

(d) The meeting in each zone for its submission will be convened by the Hon. Secretary of the Test Centre in that zone.

(e) Votes of members may, at any time, be given in writing, but will have no effect unless they are received in the Working Committee.

POWERS AND DUTIES OF THE WORKING COMMITTEE

(a) The Working Committee shall have all the powers of the Board and shall have the right to do all such things as may be necessary for the purpose of carrying out the objects of the Board. It shall have the right to make rules or submit proposals for the purpose of carrying out the objects of the Board. It shall have the right to make rules or submit proposals for the purpose of carrying out the objects of the Board. It shall have the right to make rules or submit proposals for the purpose of carrying out the objects of the Board.

(b) For the purpose of the Societies Registration Act, 1860, the Working Committee shall be deemed to be a body of persons.

(c) The Working Committee shall meet at such times and places as it may deem fit, and its decisions shall be final.

(d) A Special Meeting of the Working Committee may be convened at any time by the President and shall be convened on a requisition in that behalf made in writing by not less than five members of the Committee. Any such requisition shall specify the object of the meeting proposed to be called and shall be sent to the Hon. Secretary.

(e) Fourteen days in advance of the Meeting of the Working Committee, together with the names of the members of the Working Committee, for a Special Meeting of the Working Committee, shall be forwarded to the members of the Committee. Any such requisition shall specify the object of the meeting proposed to be called and shall be sent to the Hon. Secretary.

A Special Meeting of the Working Committee may be convened at any time by the President and shall be convened on a requisition in that behalf made in writing by not less than five members of the Committee.

(f) Until otherwise decided by the members of the Working Committee, the President or the members of the Working Committee shall have the right to make rules or submit proposals for the purpose of carrying out the objects of the Board.

(g) A resolution in writing signed and agreed to by all members of the Working Committee shall be valid and effective as if it had been passed at a meeting of the Working Committee. Such a resolution shall be valid if the next meeting of the Committee.

(h) The Hon. Secretary shall keep the minutes of every Meeting in a book which shall be signed by the Chairman when approved. Copies of the minutes shall be sent to all members of the Committee who may submit their opinions in writing in respect of any business to be transacted at the meeting or transacted at the meeting.

Subject to the provisions of the Board, the Working Committee shall have the right to make rules or submit proposals for the purpose of carrying out the objects of the Board.

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- ### 14. POWERS AND DUTIES OF OFFICE-BEARERS

(m) THE PRESIDENTIAL

- It is evident that a wedding, conducted by Mr. G. C. Brown, Vice-President, Chairman of members of the attending committee, during a storm, was a burden of charity, by its being accepted as a social occasion, being conducted at a criminal offense, making men, introduced or by resignation, the president, and the us, and a victory, and the person, as a sportsman, and a social, and the person, as a General Meeting.

- (c) The President shall approve the composition of a team, headed by the Secretary General,

THE SECRETARY

The following table

- 22

- (1) Carry on all correspondence in the name of the Board and all other acts directed by the President or the Managing Committee.

100. Certain the Article General Meeting, the Board General Meeting, Meeting of the Working Committee with the concurrence of the President. He may also conduct meetings of any other Committee, Subcommittee of which he is the chairman.

- 30 an ex-officio member of a Committee or subcommittee of the Select Committee,

- Will have the honor to deliver any work to the Honorary Joint Secretary;

- Have the power to sign the letters of appointment, dismissal or termination of the employee as

THE BOARD OF CONTROL FOR CRICKET IN INDIA

ix) Have power to delegate any work to any employee of the Board.

10) THE HONORARY JOINT SECRETARY

The Honorary Joint Secretary shall:

- i) Compile and keep minutes of the sub-committees (including the Board) in the charge of the Honorary General Secretary or the Honorary Secretary.

- ii) Assist the Hon. Secretary in all matters relating to the affairs of the Board.

11) THE HONORARY TREASURER

The Honorary Treasurer shall:

- i) Receive all subscriptions and donations and the membership and arrears payable by the Board.

- ii) Make payments and incur expenditure out of the funds of the Board in accordance with the decisions of the Board, the Working Committee or any other sub-committee appointed by the Board.

- iii) Keep accounts of all money received and expended by the Board in respect of matters connected with the Board.

12) THE HONORARY CHIEF ACCOUNTANT

- i) Prepare statement of accounts.

- ii) Place before the Working Committee:

- 1) Proposed Annual Budget Sheet.

- 2) Proposed Statement of Accounts of the Board.

- 3) Annual Budget.

- 4) Place before the Annual General Meeting of the Board:

- 1) Annual Budget Sheet.

- 2) Statement of Accounts of the Board.

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- iii) Invest and disburse the funds of the Board to withdraw any or all the existing fixed deposits before the date of maturity in accordance with any general or special directions of the Board or the Working Committee.

- iv) Prepare budgets to be presented at the Annual General Meeting, Special General Meeting and Working Committee Meeting.

13. ADMINISTRATION

- i) Annual and other administrative headquarters where the office of the Board shall be permanently situated shall be the Central Secretariat of the Board.

- ii) The officers of the Board shall be appointed by the Board and in the name of the Board, any to day management shall be conducted by the Office Secretary subject to any general and/or special directions of the Board.

- iii) The members of the Board shall be appointed by the Working Committee and may be changed from time to time, as the Board may deem appropriate. The full account of the Board shall be operated by the Honorary Treasurer and in the absence by the President.

14. ELECTION OF OFFICE BEARERS AND VICE PRESIDENTS

- i) The election of the Office Bearers and the Vice Presidents shall be held at the Annual General Meeting of the Board. The Office Bearers and the Vice Presidents shall hold the office jointly for a period of two years which may be further renewed by election for a period of one year by the General Body.

- ii) The outgoing persons shall be eligible to be considered for the post of Office Bearers or Vice Presidents excepting for the President.

- (a) Part of present Office Bearers or Vice Presidents of the Board.

OR

iii) The Program shall be restricted on the principle of Zoned isolation. The Zoned area will be for a period of 11 days.

9007384V (6)

- 2) Control Zone
- 3) South Zone
- 4) East Zone
- 5) North Zone

[illegible]

The following measures will be applied to control the spread of COVID-19 in the public:

David
 (a) Nathaniel O'Brien, Jr., President of the
 David

Zinnel

(b) might have originated in full number from the same Zone as the other 4, but with a modification of the mode of reproduction of the individual.

(iv) The candidate for the office of President and the Vice Presidents shall be proposed by at least one third representative of a full Member from the same zone from which he is seeking election.

In cases of vacancy occurring in the office of a resident by reason of death or by him being adjudged incompetent by him being convicted in a criminal case, by a competent court or by resignation or otherwise, the Hon. Secretary shall within fifteen days convene the

MEETINGS

No other Agency shall be eligible for a re-designation. In addition, there shall be a 10-year moratorium on any comparable future re-designated lands. However, the 10-year moratorium may be reduced for certain non-Elmwood sites.

No Office Bearers shall be eligible for a re-election for an additional term for the same office. After they complete their term of extended term. However, the Vice Presidents may be re-elected for three more terms of three years.

10. ANNUAL GENERAL MEETING

1) The Annual General Meeting of the Board shall be held every year, not later than 30th September of each year, and under the President's invitation.

11) The following questions shall be formulated in the English language:

A) Confirmation of the minutes of the previous General Meeting;

(3) Application of the Report of the Hon. Secretary for the year under review.

C) Adoption of the Transcendental Report and the audience's responses for the year under review.

On Application of the American Bar Association

E) Exclusion of office-hours and non-attendance, other than each zone.

F) Regional Panel of Auditors for the year end, 11x their remuneration.

c) Election of the Working Committee, Standing Committee and other Sub-Committees, provided the members mentioned in Rule 120 (c) and members of Service Tournament Committee are not included on principle of rotation.

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- H) Consideration of the Report and Recommendations of the Working Committee, Standing Committee and Sub-Committee.
- I) Consideration of any amendments to the Rules and Regulations of the Board provided no amendment to the Rules and Regulations of the Board proposed by a Member or an Associate Member shall be considered unless the amendments are accepted by the Honorary Secretary before 15th July.
- J) Consideration of any motion, notice or demand for a Member to be Secretary, Honorary Secretary, Treasurer, or any other office of the Board, which shall be decided by the Standing Committee.
- K) To consider the standing order of the Board.
- L) To appoint the Administrative Manager for the Indian Team.
- M) To appoint the Board's Representative or Representatives of the International Cricket Council in India.
- N) Consideration of any other business which the President may consider necessary to be included in the agenda.
- O) Transaction of any other business of an informal character as may be permitted by the Chairman.
- P) The record of the proceedings of the Annual General Meeting and Special General Meetings shall, after the approval of the Chairman of the Meeting, be placed in the hands of the Members of the Board and then entered in the Minutes Book. The Minutes shall be duly confirmed and signed by the Chairman of the subsequent Annual General Meeting.

15. SPECIAL GENERAL MEETING :

- A) A Special General Meeting may be convened by the Secretary (a) on a direction of the President, (b) on a resolution of the Working Committee, (c) on a requisition signed by not less than 10 full members of the Board, (d) on a requisition signed by such number of members as may be determined by the Board, (e) on a requisition signed by such number of members as may be determined by the Board, (f) on a requisition signed by such number of members as may be determined by the Board.
- B) In the event of the Secretary failing to convene a Special General Meeting within thirty days of the receipt of a requisition, the requisitionists may themselves convene a Meeting for the purpose intended in the requisition at such place and time as may be decided by the requisitionists.
- C) The Secretary shall, at least twenty days (21) days prior to the date fixed for the Annual General Meeting, forward to each member, notice stating (a) the agenda of business to be transacted at the Annual General Meeting along with (b) copies of the Minutes of the previous meeting or meetings, (c) to be confirmed at the Annual General Meeting, (d) copies of the Statement of Accounts to be presented at the Annual General Meeting, (e) copies of the audited Statement of Accounts of any hour or part of the year, (f) the Honorary Treasurer's Report and the Annual Budget, and (g) copies of all documents and papers relating to the agenda of the Annual General Meeting.
- D) Member desiring to raise any point relating to the Agenda or Accounts presented in the Agenda (b) at the Annual General Meeting shall give seven days notice thereof to the Secretary. The Secretary shall circulate such notice to all Office Bearers, Vice-Presidents, Members and Associates and Associate Members before the date fixed for the meeting.
- E) Member desiring to raise any point relating to the Agenda or Accounts presented in the Agenda (b) at the Annual General Meeting shall give seven days notice thereof to the Secretary. The Secretary shall circulate such notice to all Office Bearers, Vice-Presidents, Members and Associates and Associate Members before the date fixed for the meeting.

THE BOARD OF CONTROL FOR CRICKET IN INDIA

10. The President may, at his discretion direct the Secretary to convene a Special General Meeting by special notice, which notice shall be at least 10 days shall be given.

11. For any Special General Meeting the Secretary shall give twenty (20) days notice specifying the business to be transacted at such meeting.

12. In the event of the Secretary failing to convene a Special General Meeting at the direction of the President or in accordance with the Working Committee, within ten days the President may convene a meeting on his own signature.

13. The President may, at his discretion, resign or suspend the Special General Meeting or the Meeting of the Working Committee, standing Committee or any other Committee.

14. ACCIDENTAL OMISSTION AND OVERTS TO BE CORRECTED

15. A resolution submitted to the notice of the Annual General or Special General Meeting or Working Committee or Meetings of Committees by any member entitled to vote on the matter shall be validly passed by him, notwithstanding any accidental omission or oversight in the proposed resolution.

16. QUORUM AT ANNUAL GENERAL MEETING AND SPECIAL GENERAL MEETING

17. Ten members present and entitled to vote shall be a quorum for an Annual General Meeting. No business shall be transacted at the Annual General Meeting unless the quorum is present at the commencement of the business of the meeting. If within half an hour from the time appointed for the Annual General Meeting a quorum is not present the meeting shall stand adjourned to the same date of the following month and at the same place and time. If at the adjourned meeting the quorum is not present within half an hour from the time of the meeting the members present shall form the meeting.

18. For a Special General Meeting ten members present and entitled to vote shall be a quorum. The quorum is present at the commencement of the meeting. The meeting shall stand adjourned for half an hour. The

adjourned meeting shall be held at the same place. Members present at the adjourned meeting shall form the quorum.

20. PRESIDENTIAL MEETINGS

The President shall preside at the Annual General Meeting of the Special General Meeting of the Board and in his absence one of the Vice Presidents shall preside at the meeting and preside. In the absence of all the Vice Presidents being absent the Working Committee shall elect one among themselves as the Chairman of the Meeting.

21. CASTING VOTE OR DRAWING LOTS

21. In the event of a tie, the President or the Chairman of the Meeting shall have a casting vote. In the event of the Chairman of the Meeting being absent, the Vice President or the Chairman of the Working Committee shall have a casting vote. In the event of a tie, the President or the Chairman of the Meeting shall have a casting vote.

22. VOTING AT ANNUAL GENERAL AND SPECIAL GENERAL MEETINGS

22. At the Annual General Meeting or Special General Meeting of the Board, every member shall have one vote. The Chairman of the Meeting shall have one vote which shall be in addition to the casting vote provided in Clause 21. The Vice President, the Vice Presidents and the Working Committee shall have no right to vote unless they represent full members. The Vice President and the Chairman of the Working Committee shall have no vote.

At an Annual General or Special General Meeting a resolution shall be passed if the majority of the members present and entitled to vote are in favour of it. The resolution shall be passed if the majority of the members present and entitled to vote are in favour of it.

23. PROCEDURE FOR ELECTIONS

The Working Committee, from time to time, shall frame rules of procedure for the election of the Office Bearer and Vice Presidents.

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Any amendments to the procedure adopted shall be made in a special meeting of the Board.

24. FINALITY IN CASE OF DISPUTE REGARDING A VOTE:
In case of any dispute as to the admission of a vote, the Chairman shall decide the matter and such decision shall be final and conclusive.

25. ACCOUNTS

The accounts shall be kept by the Honorary Treasurer of the Board and shall be audited by the Honorary Auditors. The accounts shall be submitted to the Board for approval and shall be final and conclusive.

26. SETTLEMENT OF ACCOUNTS BALANCE SHEET

The accounts and balance sheet shall be submitted to the Board for approval and shall be final and conclusive. The Board shall have the right to call for any documents or information which may be required for the purpose of settling the accounts and balance sheet.

27. THE STANDING COMMITTEES

The following shall be the standing committees and their powers:

A) All India Senior Selection Committee

(i) The All India Senior Selection Committee shall consist of five persons to be appointed by the Board. The Chairman shall be appointed by the Board. The other four members shall be appointed by the Board. The Chairman shall be the President of the Board. The other four members shall be the Vice-President, the Secretary, the Treasurer and the Auditors. The Chairman shall be the President of the Board. The other four members shall be the Vice-President, the Secretary, the Treasurer and the Auditors. The Chairman shall be the President of the Board. The other four members shall be the Vice-President, the Secretary, the Treasurer and the Auditors.

majority agreement over the selection of the players and Captain. In the event of a tie, the Chairman shall decide the matter.

(i) On an average four to five players shall be selected for each zone. The Chairman shall be the President of the Board. The other four members shall be the Vice-President, the Secretary, the Treasurer and the Auditors. The Chairman shall be the President of the Board. The other four members shall be the Vice-President, the Secretary, the Treasurer and the Auditors.

B) All India Junior Selection Committee

(i) The Junior Selection Committee shall consist of five persons to be appointed by the Board. The Chairman shall be appointed by the Board. The other four members shall be appointed by the Board. The Chairman shall be the President of the Board. The other four members shall be the Vice-President, the Secretary, the Treasurer and the Auditors.

(ii) The All India Junior Selection Committee shall consist of five persons to be appointed by the Board. The Chairman shall be appointed by the Board. The other four members shall be appointed by the Board. The Chairman shall be the President of the Board. The other four members shall be the Vice-President, the Secretary, the Treasurer and the Auditors.

(iii) On an average four to five players shall be selected for each zone. The Chairman shall be the President of the Board. The other four members shall be the Vice-President, the Secretary, the Treasurer and the Auditors. The Chairman shall be the President of the Board. The other four members shall be the Vice-President, the Secretary, the Treasurer and the Auditors.

C) All India Women's Selection Committee

The Committee shall consist of five persons to be appointed by the Board. The Chairman shall be appointed by the Board. The other four members shall be appointed by the Board. The Chairman shall be the President of the Board. The other four members shall be the Vice-President, the Secretary, the Treasurer and the Auditors. The Chairman shall be the President of the Board. The other four members shall be the Vice-President, the Secretary, the Treasurer and the Auditors.

Merula obliqua Linnaeus, EN P

- NOTHING IS APPROPRIABLE TO BELIECTIONS.

n) No person who has been appointed a Senator on the All India State Election Committee or All India Union

- 1) No person who has been granted a "Seal of the Ministry" shall be a member of a political or religious selection committee or of all and a women's association committee, shall, with some exceptions, work for the media or to any job that is not a job of civilisation, education or culture. The holder acting in violation of these restrictions shall be removed by the president and the existing clause shall be changed in accordance with the rules.

b) Norms for appointment of Directors shall be as decided by the Working Committee from time to time.

- g) No person who has been on a India-Saikhon Committee or an All India Junior Selection Committee or Women's Selection Committee winning as Chairman or Member for a total period of more than a year, shall be eligible for membership of this Committee.

Dr. Mich. Jacobson, M.D.

11. The communities shall consist of a minimum of five persons - One from each Zone and two women, who have married a his 10 years.

21 The function of the committee shall be to

- 4 The function of the committee shall be to characterize unending throughout India and the Committee shall draw up and submit to the Council of Ministers, in India and abroad, details of such Unimoles into the Panel All that Panel and Regulatory Panel of Unimoles, according to the

- b) The Committee shall draw a format to obtain confidential reports from candidates or witnesses which allows a copy of each completed form to be submitted to the Committee by the candidate or witness.

The Committee may wish to organize and arrange seminars and conventions of kindred to discuss the laws of the game, experimental rules, and suspensions of international cricket council in regard to international, alternative solutions to the laws of the game.

১৭) সত্যিকার "খুশি" কখনো আসবে

- ii) The Committee shall subject to any directions of the Board, formulate, develop, improve and make arrangements as may be necessary for the conduct of:

iii) National Championship of India for Para Athletes (Trophy).

- Dr. Reich holds a Ph.D. in Education from the University of California, Los Angeles, and is the author of *How to Succeed in School Without Really Trying*.

o) **Netherlands-Zand** Championships for the European Trophy.

- b) Limited Ovens Zonal Tournament for Prof. D.B. Boshart Trophy.

e) Limited Overt One-Day-Intr State
Tournament for Vrij Hazard Trophy.

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- ii) The Committee shall decide any dispute regarding these tournaments.
 - iii) The Committee shall also decide any dispute amongst players with regard to any other tournament approved by the Board.
 - iv) The Committee shall ensure that these tournaments are conducted in accordance with the Rules framed by the Board from time to time.
- g) Women's T20 Committee**
- i) The Committee shall consist of a Chairman to be nominated by the Board and four persons, Child Welfare Officers, who shall be nominated by the All India University and the other two shall be nominated by the Board.
 - ii) The Committee shall frame the rules and regulations to be followed for the tournament and shall be responsible for all India University.
 - iii) The Committee shall make all administrative arrangements with regard to the conduct of the tournament. The Assistant Secretary of any Official nominated by the All India University shall be the Joint Convener with the Joint Secretary of the Board. The Committee shall exercise and powers to be made to the University, Officers and Officials who shall be as per Tournament Rules applicable to every tournament.
 - iv) The Board shall be the sole Committee.
 - v) The Committee shall consist of a Chairman, five persons one from each zone, Honorary Treasurer, Honorary Joint Secretary and Honorary Secretary as Convener.
 - vi) The Committee shall, subject to any directions of the Board, make decisions in respect of the venue in respect of the following:
 - a) Tour of India team visiting abroad.
 - b) Tour of foreign teams visiting India.

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- b) All matches and Tournaments conducted organized by the Board.
 - ii) The Committee shall, subject to any directions of the Board, perform the following duties during the tour of foreign teams in India:
 - a) Appoint Observers for Tests and other matches.
 - b) Take all decisions at any time in relation to the tour.
- i) Technical Committee**
- i) The Committee shall consist of a Chairman, five persons one from each zone, Chairman of the All India Selection Committee, a former Test Cricketer and a former Test Umpire. No person shall be eligible to be a member of the Technical Committee from any zone unless he has played 25 first class matches.
 - ii) The Committee shall consider the laws of the game and amendments thereto. Experimental laws, technical matters may be referred to it by the Board and matters relating to the laws of the game to be decided by the International Cricket Council.
 - iii) The Committee shall frame and finalize the playing conditions for all tours to and from India.
- ii) Umpires' Control Committee**
- i) The Committee shall consist of a Chairman and five persons one from each zone.
 - ii) The Committee shall:
 - a) Draw programme of coaching at Zonal and national levels.
 - b) Appoint Coaches as required from time to time.
 - c) Establish Coaching Centres at Zonal and national levels.

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THE BOARD OF CONTROL FOR CRICKET IN INDIA

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- d) possible and contribute towards the welfare of the Board.
- e) Organise and conduct inter-Board matches.
- f) decide on the policy in regard to financial matters.
- g) generally have control over all the cricketing activities in India.
- h) Finance Committee.
- i) The Committee shall consist of a Chairman and five members, one from each of the five Zonal Cricket Boards, one from the Indian Cricket Board and one from the Indian Cricket Board.
- j) To consider all applications for financial aid or any other assistance from clubs, associations, unions, and individuals in the field of cricketing and to recommend the same to the Board.
- k) To have overall control on the expenditure of the Board.
- l) Shall have the power to appoint, suspend, remove or dismiss any officer or employee of the Board.
- m) Shall advise the Board regarding investments.
- n) To approve the accounts, income and expenditure statement and budget prepared by the Indian Cricket Board before presenting the same to the Board for approval.
- o) Shall prepare the accounts, income and expenditure statement and budget prepared by the Indian Cricket Board before presenting the same to the Board for approval.
- p) Shall prepare the accounts, income and expenditure statement and budget prepared by the Indian Cricket Board before presenting the same to the Board for approval.
- q) Shall prepare the accounts, income and expenditure statement and budget prepared by the Indian Cricket Board before presenting the same to the Board for approval.
- r) Shall prepare the accounts, income and expenditure statement and budget prepared by the Indian Cricket Board before presenting the same to the Board for approval.
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- u) Shall prepare the accounts, income and expenditure statement and budget prepared by the Indian Cricket Board before presenting the same to the Board for approval.
- v) Shall prepare the accounts, income and expenditure statement and budget prepared by the Indian Cricket Board before presenting the same to the Board for approval.
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- x) Shall prepare the accounts, income and expenditure statement and budget prepared by the Indian Cricket Board before presenting the same to the Board for approval.
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- z) Shall prepare the accounts, income and expenditure statement and budget prepared by the Indian Cricket Board before presenting the same to the Board for approval.

and any other matter that may arise concerning cricket.

Women's Cricket Committee

The Committee shall consist of five members, one from each of the five Zonal Cricket Boards, one from the Indian Cricket Board and one from the Indian Cricket Board.

To develop and promote the game of cricket among women in India.

To organise and conduct women's inter-zonal and national matches.

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The Committee shall maintain a separate Bank Account which shall be operated by the Treasurer, BCCI.

The Committee shall submit a report of its annual activities and decisions along with the audited statement of accounts every year to the members of the General Body at the Annual General Meeting.

26. PERMISSION TO CONDUCT TOURNAMENTS.

a) No Club affiliated to a member of any other organization shall conduct or organize any tournament or any match in which players from the region will participate without the permission of the Board. No player shall participate in any match without the previous permission of the Board.

b) No member of a Club affiliated to a member of any other organization shall conduct or organize any tournament or any match in which players from the region will participate without the previous permission of the Board.

Permission for conducting or organizing any tournament or match in which players from the region will participate shall be accorded only to the members of the Board and will be in accordance with the rules framed by the Board in this regard from time to time.

c) No member of a Club affiliated to a member shall conduct or organize any tournament or match in which players from the region will participate without the previous permission of the Board. Permission for conducting or organizing any tournament or match in which players from the region will participate shall only be accorded to the members of the Board and will be in accordance with the rules framed by the Board in this regard from time to time.

d) Private Organizations shall not be allowed to organize any international tournament or international matches in which foreign players are participating or likely to participate, if at all such a tournament or match is to be played then it

should be exclusively by the affiliated member which recommends the proposal and with whose jurisdiction the tournament or match will be played.

e) All international tournaments, except in very exceptional cases, should be managed by the Board only.

27. BAN ON PARTICIPATION IN UNAPPROVED TOURNAMENTS.

No Member, Associate Member or Affiliated Member shall participate or extend help or any kind to an unapproved tournament.

No player (Union or Senior) registered with the BCCI or its Member, Associate Member or Affiliated Member shall participate in any unapproved tournament.

No Under-19 player or the BCCI Panel shall associate with an unapproved tournament.

Any individual deriving financial or any other benefit shall not associate himself with an unapproved tournament. The Working Committee would take appropriate action including suspension and stoppage of financial benefits and any other action against individual members contravening the above.

28. ORGANISE FOREIGN TOURS OR INVITE TEAMS FROM ABROAD.

No organization other than a Member of Association Member, Union or Institutions will be allowed to such members shall organize foreign tours to or from teams from abroad. Members of Association Member or subsidiaries or institutions, desirous of undertaking tours abroad or inviting foreign teams shall obtain the previous permission of the Board. Such permission may be given in accordance with the Rules framed by the Board.

29. AUDITORS.

(i) The Board shall at every Annual General Meeting appoint one or more auditors to audit the accounts of the year and shall fix their remuneration.

- (4) The report of a Director or Officer shall be read at the Annual General Meeting.

12. MISCONDUCT AND PROCEDURE TO DEAL WITH

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- 13 The Board has, in a power of veto, the authority to remove any player, coach, umpire, team official, administrator, referee, and fielder and shall have a power to award the teams from the league.

(i) In the event of an election being held, provided that any number of candidates may appear and be elected, and that, in the case of an election, the number of candidates shall not be less than the number of electors to be elected, the Board of Directors shall have the right to elect or to appoint, and to remove, any number of directors, not exceeding the number of directors then in office, and to fill any vacancy which may occur in the Board of Directors, and the Board of Directors shall have the right to elect or to appoint, and to remove, any number of directors, not exceeding the number of directors then in office, and to fill any vacancy which may occur in the Board of Directors, and the Board of Directors shall have the right to elect or to appoint, and to remove, any number of directors, not exceeding the number of directors then in office, and to fill any vacancy which may occur in the Board of Directors.

The commission shall forthwith make preliminary inquiry and call for explanations from its concerned personnel and staff on the report to the President regarding their acts from the date of clearance being made by the President. On receipt of the report, the President shall forthwith forward the same to the Disiplinary Committee.

(ii) (b) Intrigued on receipt of a French letter similar to Glantz' (2) (3) above, the command would call for personnel and would decide that the same principle could be successfully dropped and complete testing be suspended and complete testing be suspended and complete testing be suspended, thus providing favorable opportunity to the parties of being heard, except the parties.

essel do entitled to be represented by any lawyer, if deeply questioned, any party has to submit any piece of evidence in sufficient cases. The Committee shall also provide reasonably opportunity of hearing to the parties concerned, take appropriate action in the event any party refuses and fails to appear before the panel. The Committee shall be assisted by a panel of experts in the various fields of its jurisdiction, research and evidence. The panel shall be appointed by the Committee from time to time. The Committee shall have the power to impose penalties and conduct investigations for violations. Team officials managers and athletes will be banned.

(b) The decision of the Committee shall be final and binding and shall come into force forthwith on being pronounced and delivered.

100 If any Member or Associate Member or any Administrator of the Board commits any act or indulges in misconduct or acts in any manner which may or likely be detrimental to the interests of the Board or the game of crib or endanger the harmony or effect the regulation of interest of the Board or players of cribball to comply with any of the provisions of the Memorandum and/or the Rules and Regulations of the Board and/or the Rules of conduct framed by the Board, the Hon'ry Secretary of the Board on receipt of any complaint after consultation with the President, formerly known Show Cause Notice calling for explanation and receipt of the same and/or in case of the complaint of fraudulent cause being shown, shall refer the same to the Committee. The Committee shall after providing opportunity of hearing to the parties concerned shall submit its findings to the Board. The Board shall at the Special General Meeting, specially convened, take appropriate decision by majority of 3/4th members present and voting at the said meeting.

(v) Any Member, Associate Member, Administrator, Player, Umpire, Team Official, Referee or the Selector being found guilty and expelled by the Board, shall

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(c) All rights and privileges as Member, Associate Member, Administrator, Player, Umpire, Team Official, Referee, Selector, etc. shall remain valid only if the Member, Associate Member, Administrator, Player, Umpire, Team Official, Referee, Selector, etc. is actually engaged in the game of cricket and is not engaged in any other business or profession.

(d) A member or Associate Member or Administrator, who is appointed or elected, shall be eligible for re-election only if he has not been suspended or expelled from the Board or from any of its committees or from any of its affiliated bodies.

(e) Pending inquiry and pending the completion of charges or misconduct or any act of misconduct or violation of any Rule and Regulations, the concerned Member, Associate Member, Administrator, Player, Umpire, Team Official, Referee, Selector, etc. shall be suspended from the game of cricket and from all rights and privileges as Member, Associate Member, Administrator, Player, Umpire, Team Official, Referee, Selector, etc. until the charges are cleared or the misconduct is proved.

43. NOTICE:

(i) Any notice required to be served on any Member or Associate Member of the Board shall be posted under Certificate of Posting addressed to such members to their registered addresses.

(ii) Any notice sent through the post, shall be deemed to have been served at the time when its return containing the same is posted, and in providing such service, it shall be sufficient to prove that the notice containing the notice was properly addressed and posted.

44. INDEMNITY:

Every Member or an Associate Member of the Board, every Player, Umpire, Administrator, Referee, Selector, etc. shall be indemnified for the time being of the Board and every trustee, officer, etc. shall be indemnified out of the Board's funds.

lands against all losses and expenses incurred in the discharge of the duties, except those which have occurred through his own willful act of default and so, each one shall be chargeable only for 60 such months or periods as the Board may actually receive for or in the discharge of the business of the Board and each one shall be responsible only for his own act, neglect or default and not for those of any other person.

45. ALTERATION OF RULES:

These Rules and Regulations of the Board shall not be altered, added to, amended, or altered, except when passed and adopted by 3/4th majority of the members present and entitled to vote at a Special General Meeting convened for the purpose or at the Annual General Meeting.

46. SURETY OR AGAINST THE BOARD:

The Board shall sue or be sued in the name of the Secretary.

47. ARBITRATION:

(i) (a) Any dispute arising regarding the legality of the election of office-bearers, Vice-Presidents or members, elected on the Working Committee or Standing Committee or the Committee for the purpose of the Board shall be referred to the Arbitration and Conciliation Act, 1996.

(b) Between the Members of the Board in case of any dispute which the President thinks fit, the same shall be referred to the arbitration of a sole arbitrator or Board of Arbitration to be nominated by the President. If any dispute is referred to the arbitration of the President, such Arbitration Board of Arbitration shall be nominated by the Working Committee. The decision of the Arbitration Board of Arbitration shall be final and binding on all members of the Board and the parties to the dispute.

(c) Except as provided by the Rules, the provisions of the Arbitration and Conciliation Act, 1996 shall be applicable.