

To,

**The Senior Inspector of Police
Marine Drive Police Station
Mumbai**

Dear Sir;

- (1) I am the President of Sri Ganganagar District Cricket Association. Sri Ganganagar District Cricket Association is a member of Rajasthan Cricket Association which in turn is member of Board of Control for Cricket in India ("BCCI"). I am submitting this complaint of conspiracy, cheating, fraud and criminal breach of trust amounting to Rs. 2882 crores or more, which has been perpetrated by Shri N. Srinivasan and others in the BCCI along with Andrew Kaplan, Manjit Singh, N. P. Singh and Ashok Nambissan of MSM /Sony in conspiracy with each other and few other unknown accused persons. In the entire process, BCCI had been made to suffer a wrongful loss and corresponding wrongful gain has been made by the accused persons and the companies in which these accused persons have interest.
- (2) N. Srinivasan is the current President of the BCCI and was earlier its Secretary, Andrew Kaplan is President Networks of Multi Screen Media ("MSM" also popularly referred to as Sony), Manjit Singh is Chief Executive Officer of MSM /Sony, N P Singh is Chief Operating Officer of MSM /Sony while Ashok Nambissan is Vice President of MSM / Sony.
- (3) BCCI is a registered society and its operational head quarters are located at "Cricket Centre", Wankhede Stadium in Mumbai, which falls within the

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jurisdiction of your Police Station. IPL is a sub-committee of the BCCI. The IPL tournament which is a T20 tournament is the single largest revenue earner for BCCI. The revenue comes from various IPL contracts entered by BCCI which include Media Rights contract ,Theatrical Rights contract , Entertainment Rights contract , Sponsorships contracts etc. The IPL Media Rights Contract for India is the single largest contract in terms of revenue for the IPL as well as the BCCI. At the time of IPL Season-3, the IPL Media Rights Contract in force for India was a contract dated 25th March, 2009 entered between BCCI and Sony.

- (4) Initially when IPL was formed there were eight city based teams owned by private franchisees. The format of IPL provided that there would be 59 matches played by these eight teams. The IPL Media Rights Contracts dated 25th March 2009 provided that on increase of two new teams the number of matches would increase per season to 94. The two new teams/franchisees were to be added from the year 2011 which would have corresponded to IPL Season-4. The IPL Media Rights Contract dated 25th March, 2009 provided that there would be pro-rata increase in the media rights fee payable by Sony to BCCI with increase in number of matches. Thus BCCI fees from Media Rights contract was to significantly increase from year 2011 onwards. When the two new teams were auctioned by BCCI in 2010, the successful bidders Sahara Adventures Sports which had bid for Pune and Rendezvous Sports World which had bid for Kochi had based their calculations on the revenue to be generated by BCCI on 94 match schedule. The IPL Media Rights Contract with Sony of 25th March, 2009 provided for progressive increase in rights fee every year as set out below :-

Year 2010	Rupees 340 Crores (based on 59 match schedule)	
Year 2011	Rupees 375 Crores (based on 59 match schedule)	Rupees 597.50 Crores (based on 94 match schedule)
Year 2012	Rupees 375 Crores (based on 59 match schedule)	Rupees 597.50 Crores (based on 94 match schedule)
Year 2013	Rupees 571 Crores (based on 59 match schedule)	Rupees 909.72 Crores (based on 94 match schedule)
Year 2014	Rupees 571 Crores (based on 59 match schedule)	Rupees 909.72 Crores (based on 94 match schedule)
Year 2015	Rupees 634.4 Crores (based on 59 match schedule)	Rupees 1010.74 Crores (based on 94 match schedule)
Year 2016	Rupees 748 Crores (based on 59 match schedule)	Rupees 1191.72 Crores (based on 94 match schedule)
Year 2017	Rupees 842.49 Crores (based on 59 match schedule)	Rupees 1342.28 Crores (based on 94 match schedule)

Value of IPL Media Rights for India based on 94 match schedule in period 2011-17 was thus Rs.6560 Crores. The above figures go on to show that with each passing year the value of IPL rights was increasing significantly.

- (5) At the time the IPL Media Rights Agreement dated 25th March, 2009 was executed with Sony, Sony had resisted the provision in the contract regarding increase in number of teams. The increase in number of teams would have resulted in Sony paying a significantly higher amount to BCCI. However, BCCI did not relent on this demand of Sony as the cash flow of IPL would have been significantly reduced with reduction in number of teams resulting in reduction in number of matches.
- (6) N. Srinivasan, the main accused along with other accomplices in BCCI misled the members of the Governing Council of IPL by misrepresenting the facts in its meeting held on 25th June 2010. Before the said meeting he had conspired with Sony officials in the month of May 2010 itself and reached a collusive understanding to reduce the number of matches, to give up 150 seconds FCT rights, to give up theatrical rights and to give up the IPL Entertainment Rights so as to benefit Sony, its officials and himself and cause loss to BCCI. These facts were suppressed by N. Srinivasan while briefing the members of the IPL Governing Council by stating that it would be favourable for the BCCI to cancel the earlier agreement with Sony dated 25th March, 2009. The Governing Council of IPL thus gave its approval for signing a fresh Agreement with Sony after cancelling its earlier agreement dated 25th March, 2009. Accordingly, the main accused Shri N. Srinivasan signed the fresh Agreement with Sony on behalf of BCCI on 25th June, 2010.
- (7) N. Srinivasan in pursuance of the conspiracy rejigged the format of IPL so that even with ten teams the number of matches played were not 94 but were only 76 per season. The loss caused to BCCI on account of this rejigging and

reducing the number of matches amounts to Rs. 1255.44 Crores as shown below:

YEAR	LOSS OF AMOUNT
2011 (18 matches played less)	Rs 114.40 Crores
2012 (18 matches played less)	Rs 114.40 Crores
2013 (18 matches played less)	Rs 174.20 Crores
2014 (18 matches played less)	Rs 174.20 Crores
2015 (18 matches played less)	Rs 193.54 Crores
2016 (18 matches played less)	Rs 228.20 Crores
2017 (18 matches played less)	Rs 256.90 Crores
LOSS IN THIS CATEGORY	Rs 1255.44 Crores

- (8) Under the IPL Media Rights Contract for India dated 25 March 2009, the BCCI was entitled for 150 second FCT per match to promote itself. FCT means free commercial time which is the time during match which can be commercially exploited by putting advertisements. In IPL Season-3, BCCI decided after approval of IPL Governing Council to commercially exploit on experimental basis this promotional time of 150 second FCT by putting ad-inserts. For this purpose BCCI hired an agency namely Pioneer Digadsys on non-exclusive basis to put ad-inserts in the IPL feed, to sell FCT and generate income for BCCI. The sale of ad-inserts by Pioneer was experimental and virtually without any sufficient marketing time as the

decision to exploit 150 second FCT per match was taken by BCCI just prior to start of IPL Season 3. Yet out of total inventory of 9000 seconds (150 seconds per match for 60 matches) BCCI was able to sell 5485 seconds of inventory and this generated to BCCI a billing of Rs.30,80,95,067/-. Thus from IPL Season-4 onwards with matches increasing from 60 to 94, the total inventory available per season for ad-inserts would have been 14100 seconds giving a minimum revenue ,even at IPL Season-3 rates, of Rs.79.20 Crores per year. The details of these calculations based on percentage increase of amounts in Sony agreement dated 25 March 2009 upto 2017 would be as under: -

Year 2011	Rupees 79.20 Crores
Year 2012	Rupees 79.20 Crores
Year 2013	Rupees 120.60 Crores
Year 2014	Rupees 120.60 Crores
Year 2015	Rupees 134 Crores
Year 2016	Rupees 158 Crores
Year 2017	Rupees 178 Crores
Total	Rupees 869.60 Crores

Even for the right of BCCI to exploit 150 seconds FCT initially lot of reluctance was shown by Sony but as the said 150 Seconds time belonged to IPL, Sony agreed to amendment of the agreement for allowing BCCI to commercial exploit 150 seconds FCT by putting ad-inserts and BCCI did therefore, commercially exploit those rights in IPL Season-3.

- (9) BCCI had also entered into MOU Agreement with Viacom 18 (Colors TV) on 22nd January, 2010 for IPL Entertainment Rights for a period of 3 years (wherein IPL Players were to be permitted by BCCI to participate in various Colors channel programmes). The amount receivable under the said Agreement was Rs. 135 crores for 3 years till the year 2012. The total revenue generation from the above Entertainment Rights would have fetched a total revenue of Rs. 560 crores to the BCCI as per the details given below:-

YEAR	AMOUNT
2010- Colors	Rupees 35 Crores
2011 – Colors	Rupees 45 Crores
2012 – Colors	Rupees 55 Crores
2013 – Any other Channel Partner	Rupees 65 Crores
2014 – Any other Channel Partner	Rupees 75 Crores (Considering increment per year of Rs. 10 Crores as with Colors)
2015 – Any other Channel Partner	Rupees 85 Crores (Considering increment per year of Rs. 10 Crores as with Colors)
2016 – Any other Channel Partner	Rupees 95 Crores (Considering increment per year of Rs. 10 Crores as with Colors)
2017 – Any other Channel Partner	Rupees 105 Crores (Considering increment per year of Rs. 10 Crores as with Colors)
TOTAL VALUE OF THESE RIGHTS	RUPEES 560 CRORES

This MOU with Viacom 18 was perceived by Sony to be diluting its brand association with IPL and was also to its dislike but as it was commercially beneficial to IPL the said MOU had been entered into by the BCCI.

- (10) BCCI had also entered in Theatrical Rights Agreement with Entertainment Sports Direct ("ESD") in January 2010 for showing IPL in movie Theatres and Clubs. The value of these rights was as under :-

YEAR	AMOUNT
2011	Rupees 11 Crores
2012	Rupees 12 Crores
2013	Rupees 14 Crores
2014	Rupees 15 Crores
2015	Rupees 20 Crores
2016	Rupees 25 Crores
2017	Rupees 30 Crores
2018	Rupees 30 Crores
2019	Rupees 40 Crores
Total	Rupees 197 Crores

Earlier to this agreement many such theaters and clubs were showing Sony Transmission of IPL matches.

- (11) Immediately after the end of IPL Season-3 Mr. N.Srinivasan, who at the relevant time was the Secretary of BCCI gained dominant control of BCCI as well as of the IPL. N. Srinivasan, the main accused, conspired with the other accused persons in BCCI and decided to terminate the original contract between BCCI and Sony of 25th March, 2010 and in furtherance of this conspiracy the main accused N. Srinivasan misrepresented the facts before the IPC Governing Council Members in its meeting held on 25th June, 2010 by

stating that the cancellation of old agreement of 25th March 2009 and replacing it by a fresh agreement would be more beneficial to BCCI. Further N. Srinivasan deliberately suppressed the fact of his collusive understanding with Sony officials to reduce the number of matches of IPL to give up 150 seconds FCT rights, to give up theatrical rights and to give up the IPL Entertainment Rights so as to benefit Sony, its officials and himself and cause loss to BCCI. By virtue of these misrepresentation the Governing Council authorized him to sign the fresh agreement on behalf of BCCI with Sony and accordingly the main accused N. Srinivasan signed the fresh Agreement with the Sony on 25th June, 2010.

(12) On account of the conspiracy between N.Srinivasan and others in BCCI with officials of Sony, N. Srinivasan made BCCI give up the following valuable rights in favour of Sony and caused a wrongful loss to BCCI and wrongful gain to the Sony with ulterior motives. Details of these losses could be summarized as under:

- a) Loss caused due to reducing the number of matches - Rs. 1255.44 crores
(Details of the same are given in para 7 above)
- b) Loss caused by giving up commercial exploitation FCT - Rs.869.60 crores
of 150 second per match
(Details of the same are given in para 8 above)
- c) Loss caused by giving up the IPL Entertainment Rights - Rs. 560 crores
(Details of the same are given in para 9 above)
- d) Loss caused by giving up Theatrical Rights - Rs. 197 Crores
(Details of the same are given in para 10 above)

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Rs. 2882.04 Crores
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(13) N. Srinivasan and other co-accused persons in BCCI entered into a conspiracy with the Sony and its key Executives , viz. Andrew Kaplin, Manjit Singh, N.P. Singh and Ashok Nambissan in the month May, 2010 with the intention of causing undue benefit to himself, Sony and its Executives and corresponding unlawful loss to BCCI by misrepresenting facts before the members of the Governing Council . By such misrepresentations he obtained the approval of the Governing Council and thereafter signed the fresh Agreement with Sony on 25th June, 2010 superseding the earlier Agreement of 25th March, 2009. The element of dishonest intention and suppression of facts and causing misrepresentation at various levels is also obvious from the fact that the original agreement between BCCI and Sony dated 25th March, 2009 was prepared by the BCCI -IMG corporate lawyer Mr. Paul Manning who was the authorized lawyer for preparation of various legal documents and agreements but before signing the new agreement with Sony he was neither consulted nor informed by N. Srinivasan. By virtue of this conspiracy he reduced the number of matches to be played in each season, gave up rights to exploit 150 seconds FCT per match, terminated the Entertainment Rights agreement with Colors, and also gave up the Theatrical Rights and thereby has caused wrongful loss to the tune of Rs. 2882 Crores to the BCCI and corresponding illegal gain to himself and Sony and its Executives and has thus committed the offences punishable u/s 120B IPC, 409 IPC and 420 IPC.

- (14) I therefore, submit these facts for your consideration with the request that appropriate legal action may be initiated against N. Srinivasan, Andrew Kaplin, Manjit Singh, N.P. Singh, Ashok Nambissan and other unknown accused persons by filing the FIR so that all these accused persons are brought to book and meted out with justice. This may kindly be treated as FIR.
- (15) I would like to further submit that it took considerable amount of time and efforts to get the information about the said conspiracy and the consequential losses being caused to the BCCI and hence there is no delay in filing the FIR.

Yours sincerely,



Mehmood M. Abdi

A-901, Meera Towers, Near Mega Mall, Osiwara,

23/9/13

Andheri (west),

MUMBAI-400053

