

BEFORE THE DISCIPLINARY COMMITTEE OF BCCI

In the matter of disciplinary  
proceedings against Mr.Lalit K.Modi

STATEMENT OF Mr.PAUL MANNING

I, Paul Manning, son of John Manning, aged 36 years, having office at IMG Media Limited, McCormack House, Burlington Lane, Chiswick, London, United Kingdom, W4 2TH, do hereby solemnly affirm and sincerely state as follows:

- 1) I am a lawyer employed by IMG Media Limited ("IMG Media"), having the title Vice-President, IMG Media Legal. I have been practising as a lawyer for about 12 years, and I have been working for IMG Media since the year 2007. A major part of my work for IMG Media is the drafting of legal documents.
- 2) I state that I have prepared and otherwise been involved in drafting numerous agreements for the media rights to the Indian Premier League tournament ("IPL") on behalf of the Board of Control for Cricket in India ("BCCI"), including the agreements between the BCCI and MSM Satellite (Singapore) PTE Ltd ("Sony") and BCCI and World Sport Group ("WSG") concluded in 2008 and 2009. These agreements with Sony and WSG were prepared after and/or based on discussions and instructions from Mr.Lalit K. Modi, then Chairman of the IPL Governing Council.
- 3) As of 19<sup>th</sup> of March, 2009, I was aware that negotiations were going on between Sony and WSG regarding certain IPL media rights; Sony wanted to be granted certain media rights for the Indian Sub-continent



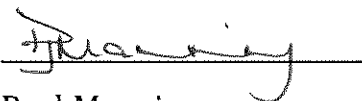
that had been granted by the BCCI to World Sport Group (Mauritius) Limited on 15<sup>th</sup> of March, 2009, subsequent to the termination of BCCI's 2008 agreement with Sony on 14<sup>th</sup> March, 2009.

- 4) On 19<sup>th</sup> of March, 2009, Mr. Venu Nair and Mr. Andrew Georgiou of WSG provided me with a contractual provision that I was made to understand had been discussed and agreed by WSG and Sony and that they requested be included in the proposed agreements between BCCI and WSG and BCCI and Sony.
- 5) I informed Mr. Lalit Modi of the provision and explained its effect, ie that if the provision was triggered BCCI would either have to terminate its contract with Sony or pay WSG the sums owed by Sony to WSG or provide WSG with the bank guarantee not provided by Sony. I advised that there may be circumstances in which, pursuant to this provision, BCCI may not want to be obliged to terminate its contract with Sony and it may not want to be obliged to pay WSG the sums owed by Sony to WSG or provide WSG with the bank guarantee not provided by Sony. Mr. Lalit Modi instructed me to accept the inclusion of the provision in the contracts. The provision in question ended up as clause 27.5 of the BCCI contract with WSG and clause 10.4 of the BCCI contract with Sony.
- 6) Thereafter on 23<sup>rd</sup> March, 2009, Mr. Lalit Modi issued two e-mails, one at 11.37 am and another at 12.01 pm (GMT), to both Sony and WSG officials and others, copies marked to me. Among other things, the emails asserted that the court proceedings initiated by Sony against BCCI had been decided in BCCI's favour and that the BCCI had signed up a Master Agreement with WSG meaning that WSG had the worldwide media rights for IPL. I state that I am not aware of such a


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contract granting WSG worldwide media rights having been executed dated 23<sup>rd</sup> March, 2009. However, I was instructed by Mr. Lalit Modi to finalise the drafting of the media rights agreements for the Indian Sub-Continent with Sony and for the rest of the World with World Sport Group (India) Private Ltd.

7) I am affirming this Statement to place the above facts on record. The foregoing statements are true to the best of my knowledge, recollection and belief.

Signed:   
Paul Manning

Dated: 7 September 2010

Witness: 

Name: STEPHANIE SHAW

