

BEFORE THE DISCIPLINARY COMMITTEE, AT TAJ PALACE,

NEW DELHI

Date: 15th September, 2010

BCCI WITNESS NO.1

Mr. PETER GRIFFITHS

The witness statement dated 3rd September, 2010 is signed and affirmed by me and I affirm the contents of the same.

X X X

Cross Examination of Mr. Peter Griffiths by Mr. Kotwal

1. I was contacted by Mr. Sundar Raman orally with a request to make this witness statement. This request was conveyed to me telephonically. On my speaking to Mr. Sundar Raman, he requested me to speak to Mr. P.R. Raman, Advocate for BCCI. I accordingly spoke to Mr. P.R. Raman, the Advocate for the BCCI.
2. On a question put by the Disciplinary Committee, Mr. Griffiths clarified that the request from Mr. Sundar Raman was to speak to Mr. P.R. Raman and the request for making a witness statement came from Mr. P.R. Raman, Advocate. This request was made by Mr. Raman, advocate on 2nd September 2010. He asked me several oral questions. On the basis of my answers, he prepared a draft statement which was sent to me. I corrected the same and after signing it sent the final signed statement back to him. There were no major changes made by me. I did not ask him as to when the show cause notice was issued. I was aware of the fact that Mr. Modi was suspended from the IPL/BCCI on 26th April 2010. I was present in India on 25th April 2010 for the IPL final. I came to know of the suspension of Mr.

Modi soon after it was made on that very day. I also learnt that he had been served with show cause notices.

3. **Question: are you aware that there are three show cause notices?**

Answer: I am aware of only two show cause notices. The first notice I am aware of was issued after the final match. The second notice that I am aware of is the one that relates to the allegation made by the ECB.

4. I do not agree that I did not take any interest in the show cause notices till I filed my witness statement. I have read the reports of the charges against Mr. Modi. I am also aware that the second notice relates to the charge in relation to the ECB.

5. My witness statement does not refer to the ECB statement at all. I was present at the lunch meeting of the county representatives with Mr. Modi on the 31st March 2010. I did not facilitate this meeting personally. I understand that Mr. Andrew Wildblood facilitated this meeting. I report to Mr. Andrew Wildblood. I have read the e-mail of 2nd May 2010 addressed by Mr. Giles Clarke. I did not receive the mail from Mr. Stewart Regan. At this lunch those present were Mr. Modi, Mr. Wildblood, myself and three county representatives, one of which was Mr. Regan. I don't remember the name of the two other county representatives. This was at a restaurant at the Hotel Maurya. The name of the restaurant was Bukhara. To the best of my recollection these were the only people present at the lunch. However, in the restaurant there were other people who came and said hello to Mr. Modi. It is correct that the mail of 2nd May 2010 was publicized in the media. According to IMG it was defamatory of IMG. According to IMG, the mail did not reflect what actually transpired at the lunch. IMG has filed a suit for defamation against Mr. Giles Clarke in the English Courts. The witness on being confronted with a photocopy of the claim (suit) confirms - "it appears to be the particulars of claim filed by IMG in this matter". The document is marked as **BCCI-W 1/1**. On being confronted with document **BCCI-W1/2** the witness states - "I have seen copy of IMG's reply but I cannot say that this is the reply. I can arrange for it. Paragraphs 5.12 to 5.16 of document marked BCCI-W1 /2 are as per my recollection. I confirm that this document has been signed by Mr. John Loffhagen. This reply was not discussed with me by him in detail. I cannot recall as to which paragraphs were discussed. I can recollect that the facts relating to the lunch were discussed by him with me. The facts stated in paragraph

5.12 and 5.16 are correct as per my recollection. I did not mention about the ECB allegation in my witness statement since I was not asked. I did not tell Mr. Raman, Advocate anything about the ECB incident. What transpired after the 2nd May 2010 was widely publicized. The factum of IMG filing this defamation suit has been widely reported. I can't say whether cricket loving people would know about this incident.

6. **Question: I put it to you that you deliberately did not put anything about the ECB incident in your witness statement in order to support the BCCI?**

Answer: I was not asked anything about the ECB incident.

7. Mr. Raman, Advocate asked me about the two clauses which were added to the ITT. The draft statement was prepared by Advocate Raman following the discussions he had with me. To my recollection this was sent to me by Advocate Raman through Mr. Sundar Raman. I can produce the draft sent to me through Mr. Sundar Raman along with the e-mail (on being asked he can produce now, witness stated that he can produce at a later stage). I had sent my final witness statement as a PDF file after scanning. These were the only e-mails exchanged between us on the subject. I was in India in May 2010. This was during the middle of May for approximately one week. I am not carrying my passport with me right now. I cannot therefore give the exact dates. I only know about Mr. Loffhagen and Mr. Manning as witnesses. In the course of the hearing I came to know about Mr. Sundar Raman as witness. I had come to know that Mr. Loffhagen and Mr. Manning were witnesses when we were in UK. I discussed the matter with them but not at length. I had another short trip to India in June/July 2010. I will check the details of the date from my passport.
8. I joined IMG in 1988. I am not a lawyer. Mr. Loffhagen and Mr. Manning are qualified lawyers. I believe that Mr. Wildblood is not a lawyer. My principal responsibility is to look after the IPL and manage operations of the league for the BCCI as a client. The word operation means the running of the league. This includes dealing with the franchisees which means me and my team. During the tournament this team includes thirty to forty people. Before the tournament this may be only five to ten persons. Catherine Simpson, Archie Woodhead, David Clark, Emily Clark, Rob Hillman are amongst them. Each had responsibilities some specific and some overlapping. Emily Clark is going to be looking after the

administration for 2011. She was looking after travel in 2010. Catherine Simpson had the overall responsibility for dealing with venues and franchisees. She had a team of people who were allocated specific venues. Catherine would have been dealing with the franchisees. Her team members would be dealing with specific venues. The chairman and CEO of IMG is Mr. Ted Forstmann. He has an executive committee of senior management working with him. Mr. Andrew Wildblood is one among the committee members. I report to him. Catherine Simpson reports to me.

9. Mr. John Loffhagen handles the legal matters for the IPL. The media rights are however handled by Mr. Paul Manning. Mr. John Loffhagen also reports to Mr. Andrew Wildblood for the IPL. IMG has an office in Bandra, Mumbai. There is a lawyer named Ms. Vandana Gupte in our Mumbai office. She was certainly there in the year 2008. I don't know when we opened the Mumbai office. In 2008, an individual lawyer helped us. He drafted some of the sponsorship contracts. I don't recollect his name. I am not aware if any solicitor firm had been engaged between 2007 and 2010 by IMG in India.
10. I have interacted with lawyers engaged by BCCI. I have dealt with Ms. Akhila Kaushik. I have not dealt with any other lawyers. I have met Ms. Akhila Kaushik in Mumbai. I do not know whether she is from Mumbai. My interaction with her was in relation to player contracts. This was in 2009. I do not recall any other specific matter where I have dealt with her. I have been in e-mail communication with her. This was in relation to player contracts. I can check my e-mails and let you know what other matters we communicated. I have met Mr. Sundar Raman. I have interacted with him. He was the Chief Operating Officer of IPL. He was responsible for the day to day management on behalf of IPL. I have interacted with Mr. Prasanna Kannan. I believe his designation is of business manager IPL. I have interacted with internal auditor whose name I think is Mr. PB Srinivasan. I interacted with Mr. Kannan in relation to vendor contracts and payment to the vendors. I interacted with Mr. PB Srinivasan on player contracts and taxation issues. I interacted with Mr. N. Srinivasan, BCCI Secretary in his capacity as owner of Chennai Super Kings. **BCCI-W 1/3** is a copy of the memorandum of understanding between the BCCI and IMG.
11. I cannot say if any single person was responsible for framing the constitution of the IPL. Mr. Andrew Wildblood was one of the persons responsible. I assume that there is a document referred to as the constitution

of the IPL. Mr. John Lofhagen would have drafted it. I do not know if there is a document called authority of the Governing Council. There are rules and regulations of the tournament.

12. **Question: is there a structure of the tournament?**

Answer: Yes there is a structure.

13. I am not aware whether this was approved by the Governing Council. This document mentions that IMG is entitled to receive 10% of the gross income of the IPL while excluding revenues retained by the franchisees. In the first year of the IPL, we got between 9 to 10 million US\$. After 2008, IMG's IPL contract was renegotiated. I am not aware that there was grave concern among the Governing Council members regarding the fees payable by IPL. I am aware of the fact that the BCCI wanted to terminate the IMG contract. Under the newly renegotiated contract we are paid less than we were paid originally. This was renegotiated towards the end of 2008 and during 2009 and it was finally signed during September 2009. I do not know whether the contract was approved by the Governing Council.

14. The revenues earned by IMG from BCCI are significant. The BCCI is an important client for IMG.

15. Mr. Giles Clarke in his mail of 2nd May 2010 had suggested to the BCCI that IMG should be banned from cricket. BCCI has a significant role in world cricket. I do not know whether the BCCI can influence the other boards.

16. I attended the opening of the franchise bids in January 2008. There were two sets of envelopes. First the envelopes relating to the eligibility of bidders were opened and scrutinized fairly rapidly. Thereafter, the second set of envelopes relating to the financial bid were opened. There was a complicated procedure relating to the cities for which bids were made and for determining the winning franchisees. Besides me, Mr. Andrew Wildblood, Mr. John Loffhagen and three or four others from IMG were present. The entire process lasted a couple of hours. Bidders were also present at the auction. I was not introduced to the bidders. I first interacted with bidders in a franchise workshop in Mumbai. I don't recollect the date but it was after the franchise bid but before the player auction. Besides me,

there was a large group from the IMG. The bidders or their representatives of the winning franchisees were also there. We were introduced to the bidders and their representatives. I believe I met Mr. Badale during the workshop. He represented the Rajasthan Royals. I do not recall if I met Mr. Fraser Castellino. I assume I did meet him. I do not recall if the workshop was for a single day or two days. There were a number of general presentations by IPL and IMG to the franchisees/their representatives. I made a presentation along with Mr. Modi for the player auction. I do not recall whether the term for the player contract was discussed. I was not dealing with player contract at that time. I started dealing with player contracts before IPL 2009. Before the IPL 2009 there was a mechanism to purchase a player. There was a purse allocated to each franchisee prior to IPL 2009. There was a window during which players could be purchased and not thereafter.

17. **Question: Was the purse of Chennai Super Kings during this period 1.85 million US dollars which after the player purchase window had closed increased to US\$ 2 million.**

Per disciplinary committee:

We have asked the learned Counsel for Mr. Modi to explain to us the relevance of this question and whether this question relates to any charge leveled against Mr. Modi or are even pleaded in reply to the show cause notices. He has referred to paragraph 14 and 15 of the reply to the show cause notice. He also wishes to rely on the contents of the recusal application. This question has no relevance to any of the charges nor are the facts relating to this question pleaded in the reply to the show cause notice. The question is disallowed.

18. **Question: I put it to you that you sent out an e-mail to Mr. Sundar Raman, Mr. John Loffhagen, Mr. Andrew Wildblood indicating in the window period that the purse of Chennai Super Kings was 1.85 million and in a subsequent mail of 30th January 2009, indicated the enhanced purse of Chennai Super Kings to US dollars 2 million. Is this the e-mail?**

Per Disciplinary Committee:

Disallowed as not relevant as per reasons set out above.

19. **Question: Did you also e-mail Mr. Sundar Raman that the document in respect of cancellation of Kapugedara contract by which CSK purse was being increased was not available?**

20. **Per Disciplinary committee:**

Disallowed as not relevant as per reasons set out above. The document is however kept on record and marked as **BCCI-W 1 /4.**

21. When we have a meeting with the client we make notes of what we discuss in the meeting ordinarily of all action points. We do not necessarily send the notes of the meeting and the proposed action to be taken to the clients. I do not necessarily send these notes to Mr. Andrew Wildblood. If it is a matter of importance I would speak to Mr. Andrew Wildblood and if required I will send an e-mail to Mr. Andrew Wildblood. I attended some Governing Council meetings with a purpose of presenting recommendations with regard to the conduct of the IPL. I attended the meeting of the IPL Governing Council on 17th December 2009 in Mumbai. I believe I was present throughout the meeting. I do not have specific recollection of the ITT for theatrical rights approved by the Governing Council (the witness is confronted with the minutes). Item 10 of the minutes of the Governing Council approves the proposal for two new franchisees and their terms but does not mention any approval to any ITT tender.

22. When the league was introduced there was a fixed term of three years for a player with a particular franchisee. As I mentioned earlier, I was not then involved in the player contract negotiation. To my recollection, this three year contract was fixed after negotiating with the agents of the players. This would have given a franchisee a three year assurity for a player and enabled a security for the player himself. I do not know what was in the mind of IPL with regard to what would happen after three years. After my discussion with the franchisees in a workshop, my understanding was that we would decide after three years either to allow some retention or put all players in auction. This issue was discussed in a workshop in Bangkok. There was a subsequent discussion with the franchisees in another workshop which took place in November 2009. I attended that workshop. If there was no retention after three years the new franchisees would have a level playing field with the old ones. In the Bangkok workshop the majority

of franchisees were in favour of ending the retention after three years. I cannot agree as a general proposition that if there is a player cap it suits each individual franchisee. These are my personal opinions. It is not necessary the case that franchisees with deep pockets would want the player cap to go and franchisees with shallow pockets would want it to remain. In the Bangkok workshop the representative of Chennai Super Kings wanted player retention to be there. If that was not an option, they wanted the player cap to go altogether. My recollection is that in the franchisee meeting and thereafter Mr. Modi wanted all players to go into the pool. Mr. Modi was not in favour of removal of the cap. There was a clear difference in the views of representative of the Chennai Super Kings and Mr. Modi.

23. I have now checked my passport. I was in India on three occasions. From 17th May to 22nd May, from 14th June to 15th June and from 23rd June to 26th June 2010.
24. In the period during 17th May to 22nd May, I met BCCI officials. I met BCCI officials along with other IMG officials on 17th May 2010 at BCCI, Mumbai. IMG officers were Mr. Andrew Wildblood and Mr. John Loffhagen. This was the first meeting after the IPL 2010. We were requested to come by the BCCI. We discussed some elements of IPL 2010 and started discussing IPL 2011. We had met Mr. Amin. We met a majority of the Governing Council members. This included the President, Secretary of the BCCI, Mr. Rajiv Shukla. I think there were some discussion with regard to the suspension and show cause notice issued to Mr. Lalit Modi. I think that there were some allegation reported in the media against the Governing Council members and the IMG.
25. On 14th and 15th June 2010 I did not meet any one from the BCCI.
26. During the third period i.e., 23rd to 25th June 2010, I was asked to be available in Mumbai for a meeting with the franchisees and a meeting of the Governing Council. Even though, I was available, I did not attend any of those meetings. During this period I did not meet the President. I met Mr. Chirayu Amin with regard to the schedule of IPL 2011. I also met Mr. Sundar Raman and the Technical Committee of the IPL with regard to the recommendations which they were to make to the IPL Governing Council. Mr. John Loffhagen was also present during this period. He also did not attend either of those meetings. To my knowledge he did not meet the President of the BCCI.

Note: The cross examination of Mr. Peter Griffiths is still not concluded. Mr. kotwal says he may take some more time. His cross examination shall continue on the dates already decided.

The aforesaid statement has been read by me and I accept it to be accurate.

(Peter Griffiths)

Date: 15th September, 2010

ARUN JAITLEY

JYOTIRADITYA M SCINDIA

CHIRAYU AMIN

BEFORE THE DISCIPLINARY COMMITTEE, AT TAJ PALACE,

NEW DELHI

Date: 14th October 2010

BCCI WITNESS NO.1

Mr. PETER GRIFFITH

X X X

Continuation of Cross Examination of Mr. Peter Griffith by Mr. S.S. Horra on 14th October 2010 at 4:15 p.m. via video conferencing from IMG office in London

1. My understanding is that the representatives of the counties that met Mr. Lalit Modi on 31st March 2010 wanted to know from him as to how the IPL was so successful commercially in India and the counties were losing money. The meeting was facilitated by Mr. Andrew Wildblood at the request of county representatives and not Mr. Lalit Modi. It is correct that Mr. Modi and other IPL officials and the IMG team were hard pressed for time since IPL 3 was on. I assume that the lunch meeting was kept as a courtesy to the visiting county officials. To my knowledge there was no official agenda for the meeting. There was nothing official about that meeting. It is correct that there was a general theoretical discussion only about the 20-20 opportunity which existed in England. It was underlined strongly in the meeting that the 20-20 format would be under the English Cricket Board. This was emphasized both by Mr. Modi and the IMG. They also discussed the reason and rationale behind the success of IPL in India. It is correct that there was no talk for moving the existing IPL in England with or without the consent of the BCCI. The availability of international players; an opportunity to get the best players was explained as a reason for the success of IPL. It was also explained that national obligation of players over rides their IPL commitment.
2. As a general principle, I agree that to make IPL a success, availability of the best players is necessary. It is correct, in my opinion, that it would be preferable to have a clear window in terms of the calendar so that it does not clash with national and international schedules. My memory of the lunch meeting is that it was an educative lunch for the county representatives. The importance of the media rights for the commercial success of the league was also discussed. It was also told to them that concurrence of the national governing bodies was necessary for the success

of the league. I do not recall a discussion whether Indian franchisees would have the first option to buy a team in the proposed English League. The lunch lasted for about an hour. There was no minuting of the lunch discussion. There was no discussion about a guarantee of 3 to 5 million to be provided to each English franchisee. There was no talk about inciting any rebellion amongst the players against their own boards. I can't recall there being a discussion on whether player should voluntarily leave their board to set up a league. There was no discussion with regard to encouraging any dissent by any player against their own board. I do remember that there was a discussion that if players were prevented from playing for their franchisees, they would pressurize their boards. But I do not recall that there was any discussion that they would leave their boards. Since we were meeting the official county bodies, there was no discussion or indication given by Mr. Modi to create an unofficial cricket structure parallel to the governing body in England. I cannot comment on the perception of ECB about the discussions held during this lunch.

3. **Q. Was there any discussion to incite a rebellion and or to undermine the authority of ECB during the lunch?**

A. Considering that any future proposal would require the approval of the ECB my answer is no.

4. I do not recall Mr. Modi or any one discussing that they would dilute the TV rights so that the governing bodies of world cricket could be trashed. I have read the e-mail sent by Mr. Stewart Reagan. The e-mail sent by Mr. Stewart Regan is his version of what transpired. It goes beyond the general discussions and made commitments beyond what was discussed at the lunch. I have been shown the e-mail of Mr. Stewart Reagan. This goes way beyond the general discussion on the English league. What was discussed was a proposal for an English league; Indian franchisees wanting to expand to England etc. There was no structured deal which was offered. No guarantees were discussed. The mail of Mr. Stewart Reagan is not a fair and accurate representation of what transpired at the lunch meeting. Mr. Stewart Reagan may have represented the discussion to other counties to make it appear attractive and hence referred to the general discussions as a deal. There was no deal presented as such over the lunch. ECB is outside the CLT20 Governing Body. An entry into the Governing Body of CLT20 is coveted by the ECB. I assume it would be so. I have no firsthand knowledge if Mr. Lalit Modi declined Mr. Giles Clarke suggestion of 25%

share for ECB in the CLT20. I have read about this. I have no firsthand knowledge whether failure of these commercial negotiations led to ouster of ECB from CLT20, but I understand that may be the case. I have read about the fact that there are differences between Mr. N. Srinivasan and Mr. Lalit Modi. I have also read about differences between Mr. Shashank Manohar and Mr. Lalit Modi.

5. I have read in newspapers that Mr. Lalit Modi as Chairman, IPL and Mr. N. Srinivasan as owner of Chennai Super Kings had differences. I do not believe everything I read in the newspapers. The e-mail of Mr. Giles Clarke was issued after the first show cause notice when differences between Mr. Lalit Modi and President and Secretary of the BCCI were being reported in the media on a daily basis. There was no plan to destroy world cricket structure in the meeting of 31st March 2010. There was no plan to remove the powers of these bodies. There was a discussion about financial rewards of a league in England but no financial inducements were made on behalf of IPL and its Governing Council. This mail from Mr. Giles Clarke is not a true representation of what transpired in the meeting. I do not know if this mail from Mr. Giles Clarke was sent with the idea of doing a favour to the President and Secretary BCCI so that they could issue a notice to Mr. Lalit Modi.
6. I have been dealing with IPL franchisees since the start of IPL. To my understanding Rajasthan Royals is owned by Mr. Manoj Badale, Mr. Suresh Chellaram, Mr. Murdoch and Mr. Raj Kundara. However, I have never seen the share holder agreements. I was party to a workshop after the 2007 franchisees were awarded. I was present in the tender process in 2007 at the bid opening but I was not an active participant. It is correct that during IPL 2008 Mr. Fraser Castellino was an employee of Rajasthan Royals. I am aware that he is an employee of Royal Challengers Bangalore now.
7. **Q. How many franchisee meeting and workshops were held?**

A. In 2008 there were two franchise workshops and two player auctions. In 2009 there were two franchise workshop and one player auction. In 2010 there were two franchise workshops and one player auction. In most of them Mr. Manoj Badale was present.

8. **Q. Did you ever have an impression that Mr. Manoj Badale has transferred the ownership and gone out of the franchisee?**

A. Mr. Manoj Badale was throughout present at most meetings and I have no direct knowledge of his share holding.

9. After the first auction, IPL wanted the contracts of the teams to be signed before the first IPL. To the best of my memory, each bidder had to sign the franchise agreement as a part of the bid. IPL had allowed the winning bidder to organize themselves into companies and sign the franchise agreement. My role before the beginning of IPL-1 was to ensure that the franchise agreements were signed and received. I was not responsible for the franchise agreements. It may have been Ms. Vandana Gupte or Mr. John Loffhagen. Media Rights renegotiation and ECB allegations were discussed. The meeting was less than one hour. Besides, nothing else was discussed to my memory. I do not remember the President summarizing at the start of the meeting. I, however, remember that we were asked questions. I now remember that the questions about the second auction of 2010 were also asked by the President. I do not recall whether any questions were asked by Mr. Chirayu Amin.

10. I remember Mr. Chirayu Amin, Secretary or President asking questions but not giving their views on the allegations against Mr. Modi. I don't believe that any documents were shown to me. The discussion was mainly with Mr. John Loffhagen. I had met Mr. Chirayu Amin in London though I don't recollect that it was 10th of May. In that meeting we did not discuss the proceedings against Mr. Modi. I don't remember the exact date of the meeting with Mr. Chirayu Amin in London. It was weeks before the franchise meeting in June to discuss the schedule of IPL-4. I met with Mr. Chirayu Amin during the franchisee meeting in June 2010. I don't recollect any other meetings. The key person with whom I discuss presently in IPL is Mr. Sundar Raman. I was not present in the Governing Council Meeting on 7th March 2010. I believe that two bids were received. I am not aware if a third bid for Kochi was received late for the 7th March bidding. I was present when the second round of bid was opened in March at Chennai. I think about 5 or 6 bids were received.

11. **Q. Are you aware of a bid by Citi Corporation or Amanora?**

A. I am not aware.

12. **Q. Are you aware that Mr. Chirayu Amin had a stake in a bid by Citi Corporation?**

Per Disciplinary Committee: This question does not relate to any charge in the show cause notices. The question is disallowed.

13. When the bids were opened on 21st March 2010, I did not know the structure of the Kochi bidder or that it was an unincorporated entity. However, there was a discussion between Mr. Modi and the Kochi bidders towards the end of March 2010 in Delhi when I so realized. The discussion was at Hotel Maurya Sheraton. The meeting was with the IPL and IMG team and one of the issues discussed was the structure of the Kochi bidder. Present at the meeting were Mr. Modi, Mr. Sundar Raman, Mr. Utkarsh Singh and Mr. Prasanna Kannan from IPL. From IMG, besides me there were Mr. Mike Fordham, Ms. Catherine Simpson and Mr. Graca Morgado. There were six or seven people representing the Kochi bidder. I don't remember who were there. I do not know if IPL wanted the agreement in the PDF file format which Kochi had not complied with. I do not know if all the share holders of the Unincorporated Joint Venture ("UJV") were present in the Delhi meeting. I don't recall that they were asked to be present together with the IPL officials. The main issue being discussed by Mr. Modi and Mr. Kannan was that the UJV agreement had a limited liability on the Joint Venture Partners. I don't recollect if the liability limitation was to the tune of 15 million US\$. I do recall that Kochi franchisee had won the bid for 333 million US\$. It would be detrimental to the interest of BCCI if there was a liability limitation of 15 million US\$ on the franchisees. I don't recollect who represented the Kochi bidder on 21st March 2010; it was a large group. I do not know if anybody in the IPL realized at that stage that there was a hidden stake. I do not think I am competent to answer the question that if 25% share holders do not contribute any amount, it affects the viability of the bid. From the commercial point of view, the BCCI is supposed to know that the share holder will financially support the special purpose vehicle. I do not know if details of persons who held sweat equity were disclosed at that time. The tenders required the bidders to disclose the share holding to the BCCI. I do not know when the break even based on the 2008 numbers would occur if the bid amount was 333 million US\$. I don't think there is any connection with the breakeven point and non contribution by 25% of the share holders.

14. **Q. Would it be connected with the breakeven for the 75% contributory share holders?**

A. It would depend on how the profits are eventually distributed.

15. A franchisee with 7 stake holders could lead to operational complications if there was no corporate structure. I certainly believe it was better for BCCI to know which single entity it was dealing with. At that meeting held at Hotel Maurya Sheraton on 29th March 2010, Mr. Modi did not suggest at any point that the franchisee should exit from the IPL. I am aware that after this meeting the Kochi franchisee was given access to the Intranet portal reserved for the franchisees. I do not recall the members of the UJV asking questions about the profitability of their franchise. I do not remember that the partners of the JV were anxious to know how soon they would recover their investments. I do not remember Mr. Prasanna Kannan telling them that they would make money but it would take a very long time. I am not aware if any inquiry was undertaken to determine the net worth of the investors in the UJV. It is correct that persons with credible net worth would give a higher comfort level to the BCCI so that financial commitments could be fulfilled. The BCCI would not be comfortable with the franchisee who only depends on internal accruals and whose principal business is running the franchise. They would require external support. I am not aware of the net worth of Rendezvous Sports World. I am not aware of the net worth of any of the individuals comprising the stake holders of the UJV. I have not heard of any of these entities before the bid.

16. It would depend on what they did with their franchise in order to determine whether they would add value to brand IPL. If the individuals were not known, they would specifically not add value to the brand IPL but there were other issues. I agree that IPL is one of the most successful brands in recent sporting history. Some of the individuals in the first round in 2008 from business and film industry did add to the brand. IPL in 2008 started as an experiment at that point of time. I am not aware if ICL was a failed format.

17. In 2010 as there were only two slots available they were much coveted. I am generally aware that in other leagues such as NBA gaining entry is very difficult. I am not certain whether entry of large business houses alone would add to the brand value of the IPL. If for the two slots that were available, large business houses and celebrities bid then it would surely be

one of the aspects to add to the brand. If one of the franchisee were established large business house, then it would be fair to say that they would not depend on the annual cash flow of the franchise in order to sustain it and they would bring funds from their existing businesses to sustain their franchise.

18. IPL Season-1 was perceived by many as a risky proposition as it was an experiment. One cannot say that IPL-4 was necessarily a lucrative proposition compared to IPL-1 as the price was much higher. The minimum price for the second round of teams was 225 million US\$ compared to 50 million US\$ in the first round. At the bid of 333 million US\$, the franchise would require funding for the first couple of years in order to sustain and it would be loss making initially.
19. I don't recall the bidders mentioning that they had cash flow problems in the meeting of 29th March 2010. I don't recall in that meeting that 75% stake holders said that we would have to invest 100% and the burden is on us. I was not privy to financial model of any of the franchisees and did not see whether there was a perpetual non dilutable 25% share holding in the others. I cannot comment if 25% sweat holding initially is unusual. It is correct that Mr. Lalit Modi and Mr. Prasanna Kannan had told the UJV partners that a cap on liability was unacceptable. It was for the BCCI to satisfy itself that the franchisee would perform its obligation and the financial guarantees would be in place. In case of doubt, it would require further investigation. I do not remember any specific provisions in the documents which require when the bank guarantee would have to be in place. I don't remember the Kochi bidders mentioning that they cannot fund a negative cash flow.
20. I am aware that the tender documents stated that the stadium in Kochi is under construction. I think that the Kochi bidders asked whether they could play in Abu Dhabi and their request was declined. As per the requirement of IPL, the franchise should play in their catchment area if possible. The request for playing in Abu Dhabi was declined because the stadium was not in India. I have no firsthand knowledge that Mr. Shashi Tharoor had an interest in the Kochi franchisee. I know that he resigned but I am not aware whether he has any interest in the IPL and there was a press furor about it. I have read that Mr. Shashi Tharoor and Ms. Sunandha Pushkar are married. I have no direct knowledge that Ms. Sunandha Pushkar is part of the sweat

equity portion. I have read about it in the newspapers. I am not aware that Mr. Shashi Tharoor was calling Mr. Lalit Modi and Mr. Shashank Manohar to sign the franchise agreement as soon as possible. I am not aware that Mr. Modi has been told not to enquire about who is behind the sweat equity. I have no knowledge about Mr. Shashi Tharoor had spoken to Mr. Jaitley about his stake in the Kochi franchisee and then Mr. Jaitley had stated that Mr. Tharoor was lying about his stake. I am not aware that Mr. Modi wanted to enquire about the sweat equity holder and the President asked him not to do so and sign the agreement. I am not aware whether the financial cap has been removed from the UJV of the Kochi bidders. Mr. Modi was against the removal of the cap.

21. I have not visited the stadium in Kochi. Inspecting the stadia is part of my responsibilities. We send one person to have a look at the stadium. There is a One Day International scheduled to be staged at that very stadium next week. The stadium was supposed to be completed before the IPL-4. There is already an existing stadium in Kochi where the match over the next week end with Australia is being held. However, there was a proposal to build a new cricket stadium which is still in its initial stages.
22. I am not aware that three franchisees namely UB Group, GMR Holding, Red Chillies signed the final franchise agreement with different corporate structure than the one that had won the bid. I am aware that Mr. Manoj Badale, Mr. Murdoch and Mr. Chellaram were widely reported to be the owners of Rajasthan Royals franchise. Most of the communication from BCCI/IPL regarding Rajasthan Royals was marked to the above three to the best of my knowledge. E-mails sent by Mr. Modi to the franchise owners would be marked to the above three as representatives of Rajasthan Royals and would also be marked to the Governing Council. On the assumption of the Governing Council members reading those e-mails, I agree that they were not in the dark that the above three represented Rajasthan Royals. I am not aware that Kuki investments paid BCCI when it bought a stake in the franchise but I am aware that the agreement contained a clause that any equity transfer must entail a fee to be paid to the BCCI. The bidders could form SPVs after they were awarded the franchise. This was made clear in a clarification issued after the first round. I have read reports that the Governing Council had terminated the Rajasthan Royals franchise. I am not aware of the details as to why it has been terminated.

X X X

Note: The cross examination of Mr. Peter Griffith started at 4:15 p.m. and continued till 8:00 p.m. The cross examination remained inconclusive and shall continue from 2:30 p.m. on 15th October 2010.

The aforesaid statement has been read by me and I accept it to be accurate.

(Peter Griffith)

Date: 14th October 2010

**ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R.
AMIN**

BEFORE THE DISCIPLINARY COMMITTEE, AT TAJ PALACE,

NEW DELHI

Date: 15th October 2010

BCCI WITNESS NO.1

Mr. PETER GRIFFITH

X X X

Continuation of Cross Examination of Mr. Peter Griffith by Mr. S.S. Horra on 15th October 2010 at 2:30 p.m. via video conferencing from IMG office in London

1. IMG did not claim a share in the payment made from the fees payable to BCCI by Rajasthan Royals for selling a stake to Mr. Raj Kundra.
2. **BCCI W-1/5** is an e-mail marked from Mr. Andrew Wildblood to the BCCI regarding various payments made by BCCI to IMG. However, I do not understand the reference to the 10% payment as I am quite certain that we did not receive a fee for the stake sale from Rajasthan Royals to Mr. Raj Kundra. It would be fair to say that the stake sale from Rajasthan Royals to Kuki Investment (Mr. Raj Kundra) was in the knowledge of IPL and IMG. If my understanding is correct, there was an amendment to the franchise agreement where the fee paid to the BCCI was no longer a percentage of gross sale proceeds but a percentage of the profit made on the stake sale by the original owner.
3. If the above statement were true and BCCI did receive the fee payment, then yes BCCI would know the exact share holding structure in order to be able to calculate the amount of profit made on the stake sale.
4. I certainly have not and I believe IMG has not either been consulted on the termination of Rajasthan Royals by the BCCI. BCCI has over a period of three years increasingly made decisions on its own without necessarily needing to consult IMG. IMG has been guiding BCCI on multiple fronts – agreements; revenue model; number of teams; format of the game – regarding the organization of IPL. The franchisee tenders and agreements were drafted by the IMG team. My understanding is that Mr. Modi signs the franchise agreement after the franchisee signs. This responsibility was handled mainly by Mr. John Loffhagen and Ms. Vandana Gupte. I was only involved in chasing up of some of the agreements. I am not certain whether IMG pursued in the obtaining of these signatures and documents. I have no knowledge that Mr. Modi was cautioned or advised against signing the Rajasthan Royals agreement. I have no knowledge whether Mr. Modi had specifically mentioned that all the share holding structure should be given

to Mr. John Loffhagen and then a franchisee agreement should be entered. I have read reports of the show cause notice issued to Kochi in the newspapers on the grounds of the UJV not being incorporated as yet.

5. **Q. Are you aware that Mr. Modi was hesitant in signing the Franchise agreement due to the fact that Kochi was not incorporated?**

A. In the 29th March 2010 meeting, the share holding arrangement of Kochi was still an open issue between IPL and Kochi franchise.

6. The 22nd February 2010 bid document had a stipulation wherein IPL could call for a bank guarantee of the total bid amount from the successful bidder. I believe it was the case that in the second tender document this was scaled down to 10% of the bid amount.

7. **Q. In the first version of the tender document if indeed Kochi had participated and if Kochi had bid 333 million US\$ and assuming that for some reason the contract was cancelled then the BCCI could have invoked the bank guarantee. Is this the case?**

A: This is a legal issue that cannot be determined by me.

8. BCCI would be secured if BCCI had requested for the full bank guarantee and the bank guarantee indeed was in place. In the current context, Kochi's bank guarantee is 33 million US\$. BCCI is obviously less secured today than it was in the initial version of the tender contract. However, this is all very hypothetical.

9. **Do you think the person who reduced the guarantee amount has put the BCCI into disadvantage?**

A. This is a hypothetical question. Obviously there are other options like reselling a franchise. Obviously a full bank guarantee is a higher security than a lesser bank guarantee but it's a legal question whether the BCCI could have claimed the full guarantee amount.

10. I have no direct knowledge if there are differences of opinion between the sweat and non sweat equity holders of Kochi franchise. I have only read about them in the newspapers. If any team were removed from the league it would affect the financial model only if the number of matches were

reduced. If a franchisee failed, it would have an impact on the image of the IPL. I am not aware if the sweat equity holders of Kochi are suggesting that the bid of 333 million US\$ is nonviable with a 25% sweat.

11. I had made the financial model for the IPL in 2009. I remember sometime in July 2009 meeting Mr. Modi and updating the financial presumptions with regard to the financial models of the franchisees. The model assumed that if the new franchisees had bid an amount of 250 million US\$ payable over seven years, then the franchisee could become cash positive only in the 12th year.
12. I had another meeting with Mr. Modi in December 2009 and I increased the projections on his instructions which increased revenues from television rights, sponsorship income, license revenue and prize money. The December 2009 model was based on the franchise fee of 300 million US\$. On that assumption, annual break even after five years and cumulative break even after eight years could have been achieved by the franchisee.
13. As per the model accepted by the BCCI for 2011 IPL, even with 10 teams the number of matches has been reduced. It is 14 matches per team and not 18 matches per team. This would result in reduction of Television revenue. It is not necessary that if two teams are deleted, televisions revenue will decrease. There is no commitment in the ITT as per my recollection with regard to the number of matches to be played by a team in the IPL. All other things being equal, if 75% of the share holders are bearing the cost of 100% share holders, then the reduction in number of matches would delay the cash break even on annual and cumulative basis for those share holders. The December 2009 model based on a 300 million US\$ franchise fee was viable on the media rights, sponsorship and prize money increased figures given by Mr. Modi. These were internal models only for the use of IPL to arrive at a possible reserve price.
14. The e-mail I sent to Mr. Modi was copied to Mr. Wildblood and Mr. Sundar Raman. IPL would go on irrespective of any entity deciding to withdraw but I agree with you that it would have some residual impact on the IPL. This has occurred in other leagues across the world as well. If a Franchisee walked away from the league, it would only affect if the number of matches were reduced but it is not necessary that the number of matches would be reduced. If one of IPL franchisees went bankrupt, IPL would still go on but there would be some residual impact. According to the model that

we had prepared there would be a negative cash flow for the initial years and this would have had to be funded by the franchisee. When the tender documents were finalized all mails were marked to Mr. Andrew Wildblood since he was the head of the IPL project on behalf of the IMG for any comments that he may have in the matter.

15. I do not recall specifically but I have had discussion with Mr. Andrew Wildblood in this regard. Mr. John Loffhagen was in touch with Mr. Andrew Wildblood on the issue of induction of the two new teams. The decision to induct two new teams was taken by IPL and not IMG. It was my belief that if two new teams were inducted and the number of matches were increased and there was sufficient time to play such matches and the new bidders paid a significant premium over the earlier round then yes, it would enhance the brand.
16. We had studied other leagues with regard to addition of teams in 2008 but not specifically in 2010. The IPL was interested in raising the franchise fee of the bids. The bidder had to be one who could financially sustain the bid and the franchise. Since the franchise was likely to lose money in the initial few years, the bidder was expected to sustain the losses from other sources. The net worth criteria in the first version of the IPL was set by IPL itself and it was one of the means to ensure that the prospective bidder had the financial means. I am not aware that an agency called Ambit was asked to conduct a survey by Mr. Modi at the suggestion of Mr. Andrew Wildblood. I am not aware that if Ambit conducted the survey and reported that 73 Indian Companies had a net worth of more than 1 billion US\$. I am not aware if it was also reported that 156 Indian Companies had a market cap of more than 1 billion US\$. I have no knowledge of how many companies have a net worth of more than 1 billion US\$ in India.
17. I believe that in the first tender entities outside India could also have bid. To decide whether the net worth of group companies of the bidder could be taken into consideration, one would have to look at the document. I believe that may be the case. IPL Governing Council had set the minimum bid price at US\$ 225 million. A billion US\$ is roughly four times of that amount.
18. **Q. If the networth requirement was four times the franchise fee can we assume that cricket would not be the principal business of that franchisee?**

Per Disciplinary Committee: The question is disallowed. This relates to matters of argument and not a question of fact on which the witness could depose.

19. I can't answer whether the tender as framed was designed only for two bidders to bid viz., Adani and Videocon and to the ouster of all others eligible. I am not aware that President, BCCI had approved the two conditions relating to net worth requirement and the bank guarantee amount. I had received my instructions from Mr. Modi. I have no idea about what Mr. Sundar Raman knew regarding the President allegedly granting approval to the above clauses. I am not aware as to when Mr. Modi requested the IMG to change the above two conditions before opening of the bids. Mr. Modi did communicate with Mr. John Loffhagen in that regard.
20. I am not aware that on 6th March 2010 either Mr. Shashi Tharoor or his Secretary, Mr. Jacob had suggested that a third delayed bid was in the offing. I am not aware whether the BCCI President favored this late bid being considered. What I know is the Governing Council decided to change the terms of the Tender. I don't know whether it is a fact that since Mr. Modi decided against accepting the third bid from Kochi, the whole tender was scrapped by the President. I am not aware of any complaints before 5th March 2010 about the net worth criteria. I am not aware that the President invited complaints on 6th March 2010 from Sahara and Jainik Jagran on the net worth criteria. I was not present in the Governing Council meeting of 7th March 2010 nor was I a privy to any conversations, I, therefore, cannot say whether Mr. Lalit Modi took any steps to save the bids of Adani and Videocon from being scrapped. I had never heard of any special protection being given to these two bids by Mr. Lalit Modi.
21. **Q. Would you say that if before the Governing Council could meet on 5th and 6th of March 2010, the President engineered complaints against the criteria of the ITT to use it as a basis to scrap the Tender, it would have brought the IPL to disrepute?**

Per Disciplinary Committee: The question is again based on hypothetical situation not within the knowledge of the witness. Therefore the question is disallowed.

22. I am not aware and I have no direct knowledge that President BCCI has some malice against Mr. Modi on account of the impediment caused by Mr. Modi on the sweat equity holders of Kochi.

23. **Q. Are you aware that the show cause notice has been issued to Kochi franchise at a Governing Council meeting headed by the President?**

A. I am not aware who all attended the Governing Council meeting.

24. I am not aware that the action of the President is directed towards getting the paying share holders of Kochi to accommodate the sweat equity holders of Kochi.

25. I am not aware that the appointment of umpires for IPL was done by the Secretary. I have seen this e-mail reported in the press marked as **BCCI – W1/6**. I am aware from press report that due to cancellation of Champions League matches CSK was paid compensation. I do not know whether the press reports were true.

26. **Q. Are you aware that Mr. Modi had exposed Mr. Srinivasan for allowing a bank guarantee in favour of BCCI given by Zee Telefilms to lapse?**

Per Disciplinary Committee: This is not an enquiry against Mr. Srinivasan. This question does not relate to any of the charges in the show cause notices. The witness is not privy to transactions between Zee Telefilms and the BCCI. The question is disallowed.

27. I am not aware of the fact that Mr. Modi felt that there was a conflict of interest with Mr. Srinivasan being a Treasurer or Secretary of the BCCI.

28. I am not aware if Mr. Modi objected to Mr. Srinivasan wearing two hats; that of a team owner and a BCCI functionary.

29. I am not aware whether Mr. Srinivasan harbors ill will towards Mr. Modi because of these reasons.

30. **Q. Last time you said that you will bring a draft witness statement sent by Mr. Sundar Raman to you. Have you brought it?**

A. I spoke to Mr. P.R. Raman, Advocate for BCCI and he advised me on behalf of the BCCI that I should not produce the document. I spoke to Mr. P.R. Raman when I was in Delhi on the last occasion that I was called to be a witness. I had initiated the conversation with Mr. P.R. Raman whether I should produce the document. This conversation was only between me and Mr. P.R. Raman and none else was present. When I had made the statement regarding this document in the cross examination I don't think Mr. P.R. Raman was present but his colleague Ms. Arthi S.P. was present. Mr. P.R. Raman is not my Advocate. I consulted with Mr. P.R. Raman because it was the document sent by the BCCI so I consulted him. I did not think it was correct to produce it without the BCCI's consent.

At this stage, Mr. Horra seeks a direction from the Disciplinary Committee to witness to produce the document.

Per Disciplinary Committee: We do not think we can pass any such direction with regard to draft statements leading to the preparation of the final witness statements. However, Counsel will be at liberty to argue if any presumptions can be drawn on account of non-production of the said documents.

31. Mr. P.R. Raman informed me that Mr. Modi is facing the charge of unauthorisedly inserting the two clauses. I have read press reports with regard to the charge but have no firsthand knowledge about the charges. The draft ITT had been updated on the basis of the 2008 draft.
32. In 2009 we had received instructions from the BCCI to be ready with the updated draft. The draft that we were working on in early 2010 did not include the figure which each bidder had to submit with the bid.
33. I am aware that Kochi was added as a venue in February 2010. I do not know how many changes were made but I do remember that these two clauses were inserted and Kochi was added as a venue in the draft. **BCCI W -1/7** is a mail sent by me. This e-mail was written after the bid had been published. **BCCI W -1/8** is a series of e-mails between me, Mr. Sundar Raman, Mr. Modi and others. Schedule 2 to the ITT had to be separately added. There were some clauses which were agreed to be added were not there and therefore had to be added to the final version before printing. Those clauses pertain to a default by the successful bidder. There was a lot

of communication between the IPL and IMG prior to the finalisation of the ITT.

34. As a general statement it would be correct that this practice was followed before finalizing and issuing most documents. The President is the head of the BCCI. I have no direct knowledge of the fact that Mr. Srinivasan had taken the President's approval before bidding for the Chennai franchise.
35. I am not aware whether Mr. Chirayu Amin had taken President's permission before participating in the bid. I am not aware that in the above two cases the approval from the Governing Council was not taken. I was present in the Governing Council meetings where the documents and agreements entered into were ratified. I do not know whether the ITT of 2008 was approved by the Governing Council. I do not know whether the Media Rights ITT of 2008 was approved by the Governing Council. I was not aware whether after the 6th March 2010 deletions, the final draft ITT was approved by the Governing Council.
36. I was involved with the IPL when it was shifted to South Africa in the second season. I am not aware of the fact whether the contracts in South Africa were authorized by the President, BCCI and not the Governing Council. It is correct that the drafts of the second ITT were circulated many times amongst the functionaries of the IMG viz., Mr. John Loffhagen, Mr. Andrew Wildblood and myself. In the IPL, the drafts were sent to Mr. Modi and Mr. Sundar Raman and not to P.B. Srinivas, Mr. Prasanna and Gauri.
37. We took advice from someone on the bank guarantee. On being shown two e-mails marked as **BCCI – W1/9** and **BCCI – W1/10**, the witness confirms that he indeed had sent these e-mails. Those conditions regarding net worth and bank guarantee were circulated among the group of people that I have mentioned over the week end and were part of the document that was published on Monday. I was given instructions by Mr. Modi and I did not feel that there was anything clandestine about it. I believe that these conditions were also mentioned in the media. The people who purchased the tender document would have known about it on reading the tender document. The same principle applies for the people within the BCCI. I am not aware of specific conversations between Mr. Wildblood and Mr. Modi on these conditions. Mr. Modi and Mr. Wildblood would speak on many

occasions I believe. Mr. Raman did not discuss with me on the Rajasthan Royals and ECB issues.

38. **Q. Did you have an impression that Mr. P.R. Raman, Advocate was only interested in eliciting selected response from you and did not want to get all the information which you had on other charges which Mr. Modi is facing?**

Per Disciplinary Committee: Mr. Raman, Advocate for BCCI is not facing charges here and, therefore, this question is disallowed.

39. These conditions were laid down by the BCCI/IPL and I could understand that the BCCI would want sufficient comfort that the successful bidders could meet the financial obligations of holding a successful franchise.
40. I was told by Mr. Raman when we spoke that the conditions were without the authority of the IPL Governing Council.
41. Paragraph 3 of my affidavit is based on information given to me by Mr. P.R. Raman. I was informed by Mr. Sundar Raman about a meeting on 20th February 2010 during that same week. I was in India during the week and therefore I attended the meeting.
42. Mr. Sundar Raman specifically called me for this meeting with Mr. Lalit Modi so that the tender could be finalized for issuance. To the best of my knowledge the meeting was called and centralized around these two conditions but I cannot recall specifically. I do not recall the length of the meeting. I do not recall whether anything else apart from the tender may have been discussed. I informed Mr. Loffhagen with regard to the changes via telephone and I do not recall sending an e-mail minuting the content of the meeting. After speaking with him we exchanged number of e-mails with regard to the two conditions and then the final document was sent to me, Mr. Sundar Raman and Mr. Wildblood. I do not recall who else were present besides Mr. Sundar Ramn and myself during that meeting with Mr. Modi.
43. I do not recall whether or not Mr. Sundar Raman stated his objection to Mr. Modi about these two conditions being inserted. To the best of my knowledge this meeting took place on the 33rd floor of the Four Seasons Hotel. I may have received an e-mail from Mr. John Loffhagen and may

have sent an e-mail to him prior to the meeting on that same very day. This meeting was in the late morning before noon followed by a subsequent meeting in the late afternoon or early evening. The instruction to add these clauses were given to me in the first meeting. After that I conveyed it to Mr. John Loffhagen who then turned it around in a draft which was then discussed in the evening meeting by all three of us and minor changes were made. This is to the best of my memory. Both the meetings were at the Four Seasons Hotel.

44. **Q. Was Mr. Modi being provided Security by the Mumbai Police?**

Per Disciplinary Committee: The witness from IMG is not privy to the security requirements of Mr. Modi. This question is of no relevance hence disallowed.

45. **Q. Did any security personnel see you coming to Four Seasons Hotel that day?**

Per Disciplinary Committee: The witness from the IMG cannot depose as to who all must have seen him. The question is disallowed.

46. **Q. Mr. Peter Griffith, can you give me now the specific time you met him since a security convoy used to move with him?**

Per Disciplinary Committee: The witness has already given the approximate timing of an event happened eight months ago. The question is merely being repeated and disallowed.

47. On 19th February 2010 I was in Cuttack. Since I returned on 20th February 2010 to Mumbai, my recollection is of the meeting in the morning; my communication with Mr. John Loffhagen; the revised draft and a meeting in the evening to discuss the same. I have reconstructed the timing also on the basis that during that period of the meetings I had not sent out any e-mails. I am very clear about the fact that the meeting occurred on the 20th February 2010. It was not a hunch when I made that statement. I am indicating an approximate time of both the meetings as I do not have the exact details in my diary. I maintain a record of my meetings in the diary sometimes but not always. I do not recall specific exchanges of conversations but I vividly remember that I was given these instructions by Mr. Modi which I then conveyed to Mr. John Loffhagen.

48. **Q. Per Disciplinary Committee:**

Do you remember relaying to Mr. John Loffhagen your instructions with regard to these two specific conditions?

A. I must have relayed those specific conditions to Mr. John Loffhagen which he then turned around and sent back in a draft form for approval.

49. I may have been in Mumbai prior to 19th February 2010 but I have to check my records to be certain. I probably did meet with Mr. Modi prior to 19th February 2010 between 15 and 18th February 2010. I do not recall specifically what our discussions were about. We must have discussed with regard to issues concerning IPL. I don't recollect those specific issues. I do not today recall any other issue except the two conditions which were drafted and introduced. Mr. John Loffhagen drafted the clause I did not do it. Mr. John Loffhagen had sent us a marked up draft. It is correct that I did not produce that draft in my witness statement.

50. **Q. I put it to you that you did not meet Mr. Modi on 20th February 2010.**

A. My memory is that I met Mr. Modi on that day.

51. **Q. I put it to you that on 20th February 2010 you did not go to the Four Seasons Hotel.**

A. My memory is that I did go.

52. It is correct that on various issues of IPL, IMG has advised and guided Mr. Modi.

53. **Q. No adverse advise on these two conditions was given to Mr. Modi by the IMG?**

A. My only recollection is telling Mr. Modi that either of these two conditions would serve BCCI's purpose.

54. **Q. No advise or caution was given to the BCCI against these two conditions?**

- A. It was not for us to caution the BCCI.
55. During the course of the week end I did discuss the ITT with Mr. Wildblood. I don't recall these two conditions specifically. I don't recall whether Mr. Wildblood conveyed to me that he had spoken to Mr. Modi or to me that these two conditions should not be there.
56. I am not aware specifically that in comparable ITTs, conditions of net worth and bank guarantees are introduced. I don't recall if I discussed these conditions to anyone else other than IPL.
57. It is true that prior to the meeting with the County representatives at Maurya Hotel, England had adopted a T20 model. It was the ECB's model of T20 giving their players an opportunity to earn money. I don't recall Mr. Giles Clarke and Mr. Stanford claiming that this was better than the IPL. I read that Mr. Stanford was arrested for massive frauds. In public opinion it was true that because of Mr. Stanford's arrest, Mr. Giles Clarke's reputation also suffered.
58. I do not know if it was perceived that Mr. Modi got better of Mr. Clarke. I do not know if Mr. Clarke wanted IPL-2 in England. We were due to meet ECB when we relocated IPL-2 to South Africa. I do not know whether South Africa being preferred to England did not endear Mr. Modi to Mr. Clarke. I am not aware that Mr. Clarke wanted rescheduling of IPL-1 as they had some conflict with their county season. I do not know if Mr. Kevin Peterson and Mr. Andrew Flintoff could not play because of the reason of this conflict, however, I do know that England were playing international matches therefore English players could not play in IPL-1. I am aware that some players are contracted both with IPL franchisees and their home teams and the CLT20 has a mechanism to resolve that issue. I am aware that England has not participated in this year's CLT20 since the tournament clashed with the English county season. I believe the draft of the Theatrical Rights Tender was done by Mr. Paul Manning. Mr. Modi's objective was to make IPL valuable brand and increase the revenues of IPL. I agree he was passionate about the IPL. I cannot agree entirely with the statement that he was passionate about increasing the value for the franchisees.
59. I deny the suggestion that my witness statement is dictated entirely by Mr. P.R. Raman, Advocate. It is correct that I had not cross checked my witness

statement with the show cause notice. It is correct that paragraph 3 of my statement was based on the information supplied by Mr. P.R. Raman, Advocate. It is incorrect that my statement with regard to the ECB President's statement is silent because BCCI Advocate did not draft it in my statement. It is correct that my statement is based on the questions asked by Mr. P.R. Raman. I have already answered the question which you are now suggesting that I have given an inaccurate date of my meeting with Mr. Modi on 20th February 2010.

X X X

Note: The cross examination of Mr. Peter Griffith started at 2:30 p.m. and concluded at 8:00 p.m. The witness is discharged.

The aforesaid statement has been read by me and I accept it to be accurate.

(Peter Griffith)

Date: 15th October 2010

ARUN JAITLEY
AMIN

JYOTIRADITYA M SCINDIA

CHIRAYU R.