

IN THE MATTER OF PROCEEDINGS BROUGHT
UNDER THE ECB ANTI-CORRUPTION CODE FOR PARTICIPANTS

Between:

THE INTERNATIONAL CRICKET COUNCIL (“ICC”)
(ON BEHALF OF THE EMIRATES CRICKET BOARD (“ECB”))

-And-

MR SUNNY DHILLON

ATTORNEYS

For the ICC: Ms Sally Clark, Attorney at Law

For Mr Dhillon: Advocate Pushkar Raj Khatana

AWARD

1 Introduction

These are disciplinary proceedings brought by the ICC on behalf of the ECB against Mr Sunny Dhillon for three breaches of the ECB Anti-Corruption Code for Participants (“ECB Code”). Mr Dhillon denied all the alleged breaches in written submissions to this Tribunal. At the oral hearing Mr Dhillon conceded one of the breaches but continued to deny the others. What follows is the Tribunal’s determination of the three charges brought against Mr Dhillon.

2 The Parties

2.1 The ICC is the international federation responsible for the global governance of the game of cricket. As part of its efforts to maintain the public image, popularity and integrity of cricket, and particularly to take the strongest possible stand against the scourge of match-fixing and related corruption in the sport, the ICC adopted and implemented the ICC Anti-Corruption Code for Participants (“ICC Code”). The ICC Code sets out details of the

conduct that, if committed by a Participant in relation to an International Match, will be considered an offence under the ICC Code. The ICC Code provides ranges of sanctions that are to be imposed in the event of the commission of an offence and sets out the disciplinary procedures to be followed where an offence is alleged.

- 2.2 The ECB is the national federation responsible for the governance of the game of cricket within the UAE and is an Associate Member of the ICC. As part of its efforts to maintain the public image, popularity and integrity of cricket, and particularly to take the strongest possible stand against the scourge of match-fixing, as well as its obligations as a Member of the ICC, the ECB adopted and implemented the ECB Code. Like the ICC Code, the ECB Code sets out the details of the conduct that, if committed by a Participant in relation to a Domestic Match, will be considered an offence under the ECB Code. It also provides a range of sanctions that are to be imposed in the event of the commission of an offence (which mirror those set out in the ICC Code) and sets out the disciplinary procedures to be followed where an offence is alleged to have been committed.
- 2.3 By letter of agreement dated 15 December 2020, the ECB appointed the ICC's Anti-Corruption Unit (the "ACU") as the Designated Anti-Corruption Official ("DACO") for the purposes of the ECB Code at the 2021 edition of the T10 League (scheduled to be played from 28 January to 6 February 2021) ("ADTO"). All powers designated to the ECB and/or the Designated Anti-Corruption Official under the ECB Code (including but not limited to the conduct of investigations, charging and provisional suspension decisions, and the conduct of disciplinary proceedings) were delegated by the ECB to the ICC and the ACU. Based on this appointment and delegation, the ICC was authorized to pursue these disciplinary proceedings against Mr Dhillon on behalf of the ECB.
- 2.4 Mr Dhillon is an Indian national who, while never having played professional cricket, came to prominence in 2005 when he won a national talent hunt in India for a fast bowler. He has also been involved in franchise cricket events in the role of a coach / assistant coach.

Jurisdiction

- 3.1 The ECB's Code Article 1.4.2 provides that the following people will constitute Player Support Personnel and thus Participants under the ECB Code:

"... any coach, trainer, manager, selector, team owner or official, doctor, physiotherapist or any other person who:

1.4.2.1 is employed by, represents or is otherwise affiliated to (or who has been

employed by, has represented or has been otherwise affiliated to in the preceding twenty-four (24) months) a team that participates in International Matches and/or a playing or touring club, team or squad that participates in Domestic Matches and is a member of, affiliated to, or otherwise falls within the jurisdiction of, a National Cricket Federation... ”

3.2 Mr Dhillon was the assistant coach for the Deccan Gladiators franchise at the 2019 ADT10 (which took place from 15 to 24 November 2019). By virtue of this position, Mr Dhillon fell within the definition of a Player Support Personnel and therefore a Participant for the period to at least 24 November 2021. He was also scheduled to be the assistant coach for the Pune Devils (renamed from the Deccan Gladiators) at the ADT10 2021 but was withdrawn from the event following his involvement in a Disapproved Cricket event in Mauritius in 2020.

3.3 ECB Code Article 1.5 makes it clear that each Participant is bound by the Code and, among other things, is deemed to have agreed:

“1.5.1 not to engage in Corrupt Conduct in respect of any Match, wherever it is held and whether or not he/she is personally participating or involved in any way in it;

1.5.2 that it is his/her personal responsibility to familiarize him/herself with all of the requirements of this Anti-Corruption Code, and to comply with those requirements (where applicable);

1.5.3 to submit to the jurisdiction of the Emirates Cricket Board to investigate apparent or suspected Corrupt Conduct that would amount to a violation of this Anti-Corruption Code;

1.5.4 to submit to the jurisdiction of any Anti-Corruption Tribunal convened under this Anti-Corruption Code to hear and determine (a) any allegation by the Emirates Cricket Board that the Participant has committed Corrupt Conduct under this Anti-Corruption Code; and (b) any related issue (e.g. any challenge to the validity of the charges or to the jurisdiction of the Emirates Cricket Board or the Anti-Corruption Tribunal, as applicable)...”

3.4 Mr Dhillon attended an anti-corruption education session run by the ACU in his role as coach for the Deccan Gladiators team on 14 November 2019. This session contained reminders of the obligations of Participants under the ECB Code. Mr Dhillon does not dispute that he was aware of his obligations under the ECB Code. Nor does he dispute the

jurisdiction of this Tribunal to determine the charges brought against him for breaches of the ECB Code.

4 Charges and procedural history

- 4.1 The ICC issued a Notice of Charge to Mr Dhillon on 19 September 2023 (“Notice of Charge”) charging him with the following breaches of the ECB Code:

Charge No. 1 - Breach of Code Article 2.1.1, in that Mr Dhillon was a party to an attempt or effort to fix, contrive or influence improperly the result, progress, conduct or other aspect of matches in the Abu Dhabi T10 2021.

Charge No. 2 – Breach of Code Article 2.4.4, in that Mr Dhillon failed to disclose to the Designated Anti-Corruption Official, without unnecessary delay, full details of the approach or invitations he received from another individual to engage in Corrupt Conduct in the Abu Dhabi T10 2021.

Charge No. 3 – Breach of Code Article 2.4.6, in that Mr Dhillon failed or refused to cooperate, without compelling justification, with an investigation carried out by the Designated Anti-Corruption Official into potential Corrupt Conduct under the ECB Code.

Mr Dhillon was provisionally suspended at the time of the charge pending the outcome of the disciplinary proceedings.

- 4.2 On 19 October 2023, via his lawyers, Mr Dhillon responded to the Notice of Charge, denying all the charges against him. In the response, Mr Dhillon stated that he had “*nothing to do with the allegations made out ... though our client is not interested to join the investigation or to be a part of your investigation.*” The response further provided: “*you may proceed investigating ex-party, but keeping in mind that our client was nowhere involved in the corrupt practices / offences.*”
- 4.3 On the basis of the Mr Dhillon’s response, the charges against him were referred to the Chairman of the ICC Code of Conduct Commission (acting as the Chair of the ECB Disciplinary Panel for the purposes of the 2021 ADT10) who on 17 January 2024, appointed this Anti-Corruption Tribunal to determine the charges against Mr Dhillon. The Tribunal comprised Justice Winston Anderson (as Chair), John McNamara and Michael Heron KC. In accordance with the procedural timetable agreed by the parties and endorsed

by the Chair of Tribunal, the ICC submitted its opening Brief on 29 March 2024. Mr Dhillon submitted his written defence on 19 April 2024 and ICC its Reply on 10 May 2024. Efforts to have an early hearing were pre-empted by the hosting of the ICC Cricket World Cup (1-29 June 2024) and the hearing date set for 12 September 2024 was vacated because of lack of confirmation of his attendance from Mr Dhillon. The hearing was finally convened on 26 September 2024, with Mr Dhillon's lawyer representing his interests and entering apologies for the absence of Mr Dhillon on account of a domestic emergency. Due to his scheduling difficulties Mr Heron KC was replaced on the Tribunal by Mr Michael Beloff KC.

- 4.4. Mr Dhillon's lawyer expressly confirmed in answer to a question from the Tribunal that his client was content for the hearing to proceed in his absence, and that his own submissions would be based on his client's instructions.

5 Factual Background

The general background is not the subject of any substantial dispute between the parties. In so far as there is any such dispute the Panel's findings of facts are based on the Panel's evaluation of the written and oral evidence before it, including transcripts of the interviews between the ICC's ACU and [Coach A] and Mr Dhillon all conducted by [ACU 1]. Mr Dhillon was interviewed on three occasions, described further below. In accordance with the usual practice the interviews were all recorded and made available to Mr Dhillon for the purposes of the hearing. At no time did Mr Dhillon challenge the accuracy of the recordings, and his lawyer accepted that the Tribunal could treat them as accurate. The Tribunal notes that Mr Dhillon's lawyer chose not to cross-examine [ACU 2] of the ICC ACU on his witness statement, in which he gave direct evidence about the first interview which he attended so confirming its correctness. The Tribunal notes that at the second interview carried out in Dubai and at the third-and most substantive interview carried out in Delhi at Mr Dhillon's request, Mr Dhillon said he was content to proceed without the presence of a lawyer which he had at all times been invited to provide, albeit at his own expense.

Specifically, the Panel found [Coach A] to be a strong and credible witness whose written and oral evidence was internally consistent, largely undisputed and certainly unshaken in cross-examination. By contrast Mr Dhillon's responses in interview appeared somewhat evasive and as explored hereafter, on some important points, inconsistent.

- (i) *Corrupt Approach to [Coach A]*

- 5.1 [Coach A] is an established cricket coach having held positions with various different international teams. These included the [REDACTED] [REDACTED] [REDACTED] [REDACTED]. He was also an acting coach for the [REDACTED] in the IPL. He was contacted via WhatsApp in early March 2020, by Mr Dhillon who told him that the owner of the team he was involved with at the ADT10 was looking for an Indian coach, and Mr Dhillon had suggested [Coach A's] name.
- 5.2 Mr Dhillon asked [Coach A] whether he would be interested in the role, to which [Coach A] said that he was initially interested, but wanted to speak to the owners first so he could understand the role and what their expectation of him was in the role.
- 5.3 Mr Dhillon told [Coach A] that the owners wanted to invite him to visit them in India, however, as it was the start of the Covid-19 pandemic, [Coach A] did not want to travel to India then. Instead, [Coach A] suggested that discussions could take place over email etc. Despite sending his email address to Mr Dhillon, [Coach A] then did not hear anything further from Mr Dhillon, other than general messages, until 9 December 2020 when [Coach A] was in [REDACTED] [REDACTED] with the [REDACTED] team and Mr Dhillon got back in touch with him on WhatsApp.
- 5.4 On 9 December 2020, Mr Dhillon sent [Coach A] a WhatsApp message saying that he had something to discuss with [Coach A] and asking [Coach A] to call him when he was free. After a few missed calls, [Coach A] spoke to Mr Dhillon who told him he had something "a little uncomfortable" to discuss with him. Mr Dhillon then went on to tell [Coach A] that his team owner was looking for a new coach for the team, a coach who would have two or three players on his side to help the team with their results. [Coach A] then asked Mr Dhillon as to whether he could have a coach like that.¹
- 5.5 [Coach A] says that he interpreted what Mr Dhillon was saying to be a reference to the team getting a coach who could manipulate the results or parts of a game, presumably for betting purposes. [Coach A's] evidence is that he was shocked at what Mr Dhillon had said to him (he felt like [Coach A] was testing the water with him to see if he would be interested in such a role) and he immediately told him so.

¹ At page 7 of Exhibit [xx] to [Coach A's] statement, the following appears: "after he called me back, just general talk about hi, how are you, and things like that. He said that he would like to share some information. And I said, go on. And he said that it's little uncomfortable, because he wants to get my advice on it as well. I said, "What do you mean by that? Explain me things." So he said the owner wants a coach who can have two-three players on his side to manipulate the results or the part of the game.... Can be on my side so that the games could be manipulated, or the results could be manipulated and things like that. Obviously, we're speaking in Hindi. Again, like I said, I don't know the right words. But this was the kind of message which came across to me. And he was also trying to say that I'm little uncomfortable because what should I do? Because the owner has asked me to call and check if I can have a coach like that."

[Coach A] said that he told Mr Dhillon that he should immediately have said no to the owner when the owner asked Mr Dhillon about it, and that Mr Dhillon should not be surprised if [Coach A] reported their conversation to the anti-corruption authorities.² [Coach A] told Mr Dhillon never to call him again.³

5.6 Mr Dhillon then tried to backtrack from what he had said to [Coach A], saying that as [Coach A] was the only person he knew in the cricketing world he was just seeking his [Coach A's] advice on the matter.

5.7 [Coach A] was so uncomfortable with what Mr Dhillon had said to him that he did not sleep that well that night and then, the following morning, when he was speaking to [Player A] (who was a [Team A] player) he told him what Mr Dhillon had said to him. [Player A] was also uncomfortable with what Mr Dhillon had said to [Coach A] and told [Coach A] that he should report the matter to the anti-corruption authorities.

5.8 [Coach A] then reported the conversation to the ICC's anti-corruption manager for the ██████████ tour. Following this report, [Coach A] was interviewed by the ACU and provided them with full details of his conversations with Mr Dhillon, together with copies of the WhatsApp messages that he had exchanged with Mr Dhillon. These messages, together with the transcript of [Coach A] interview, were attached as Exhibits to [Coach A's] witness statement and were read by the Tribunal.

(ii) *Failure to cooperate with the DACO's investigation*

5.9 According to the witness statement of [ACU 2], the ICC ACU's Senior Manager – Operations, following the report by [Coach A], the ACU (in its position as the DACO under the ECB Code for the ADT10) interviewed Mr Dhillon at the ICC's office on 21 January 2021.

² At page 7 of Exhibit [xx] to [Coach A's] statement, the following appears: "So I said, you know, first of all, for me, it's like very weird that you are asking me for an advice, you know, and I am very uncomfortable with the call which you have done right now; and don't be surprised if I'm going to report this to the ACU. And-- but then he again said, "No, no, but you know, just that I do not-- you know, I do not know anyone else in the cricketing world except for you. This is why I wanted to know your advice with this." I say it's a no brainer. I mean, you can't even ask me about that advice. No. Simple as that. Before even asking to me, you should be the one who should have told him no. Simple as that."

³ At page 8 of Exhibit [xx] to [Coach A's] statement, the following appears: "And then, obviously, I told him, "Look, after this never ever call me please because I'm just not comfortable whatever I've heard today."

5.10 At this initial interview, Mr Dhillon was served with a Demand pursuant to Code Article 4.3, with the contents and meaning of the Demand explained to him in both English and Hindi.⁴ This Demand required him to surrender all of his Mobile Devices to the ACU for them to be reviewed. This Demand stated, amongst other things:

“Article 4 of the Code gives the DACO power to conduct investigations into the activities of any Participant that he/she believes may have committed an offence under the Code and all Participants are required to co-operate fully with such investigations. Further, Article 4.3 gives the Designated Anti-Corruption Official the power to (a) demand information from a Participant that he/she believes may be relevant to an ongoing investigation ... and/or (b) to require Participants to allow the DACO to take possession of and/or copy or download information from a Participant’s Mobile Device.

This letter is sent at my request and constitutes a Demand pursuant to Article 4.3 of the Code. As part of an ongoing investigation and because I believe you may have information on your Mobile Devices that is relevant to this investigation, pursuant to Article 4.3, I am writing to you in my capacity as DACO under the Code, to formally demand that you:

(i) *Allow the DACO (namely the ICC’s Integrity Unit) to take immediate possession of and/or copy of download information you all of your Mobile Devices (as such term is defined in the Code and wherever those devices may be located) for the purposes of reviewing the information and records stored thereon (the “Demand”).*

Please note, the DACO will only take possession of and/or copy or download the information from your Mobile Devices with your prior written consent. You are therefore further requested to sign and hand to a representative of the DACO a copy of the enclosed consent form.”

5.11 In response to the Demand, Mr Dhillon insisted that he wanted a lawyer present and would not surrender his phone to the ACU representatives without speaking to a lawyer first. It was explained to Mr Dhillon that to protect the integrity of his mobile phone while he sought legal advice on the Demand and on whether or not

⁴ See pages 17-26 of the transcript of Mr Dhillon’s first interview, at Exhibit AE 1.

to consent to the examination of his phone, he would need to surrender his phone to the ACU who would keep it safe in a sealed tamper proof bag pending his discussion with his lawyer.⁵ The ACU advised Mr Dhillon that they had concerns about him deleting information from his phone if he kept it, given that he had changed his WhatsApp security code shortly after he had been contacted by the ACU and prior to the interview. The ACU confirmed that they would not access his phone without his prior consent, it was just that they needed to protect the integrity of the device until such time as he provided his consent, or otherwise. It was also explained to Mr Dhillon that if he did not surrender his phone at that point, he was at risk of breaching the Code by failing to cooperate with the investigation.⁶

5.12 Despite these clear warnings, Mr Dhillon refused to surrender his phone to the ACU at that point, stating that he could not do so until he had consulted a lawyer, and it would take some time for him to consult a lawyer.

5.13 In his third interview (on 2 March 2021), Mr Dhillon made the following admissions:

5.13.1 he had received a call from a strange number, with the caller saying to him *“you have about five to seven players. Would they agree to do something like we say?”*⁷

⁵ See pages 28-30 of the transcript of Mr Dhillon’s first interview, at Exhibit AE 1, where the following appears: *“But as it has been explained, the mobile phone device, again, there is things being put in place in order to – the device to be secured for our integrity purposes and your own integrity purposes [...] its not something that can take place quickly ... so, you know, the process is – is transparent. The requests have been made of you, both in terms of your – you – you clearly want a lawyer. So we’re saying to you, fine, go and arrange a lawyer, we will reconvene on Monday in order to—but we need to preserve the integrity of your phone. Do you understand the phrase, “preserve the integrity?” We need to keep your phone so that it can’t be deleted. [...] [SD] And other thing that I can’t give you my phone without consulting my lawyer, and I cant have a lawyer arranged here in Dubai. [...] [SR] if by leaving the phone with us, we can put it into a bag that cannot be opened without—without showing that it’s open. Listen, we can turn it off and you don’t give us the code. ... And then we can—so we can’t access it, we cant get into it because we don’t have the code, and then—and then you—you can consult your lawyer there.”*

⁶ See page 31 of the transcript of Mr Dhillon’s first interview, at Exhibit AE 1, where the following appears: *“The letter, as Derick explained to you, quite clearly explains that if you leave with your device, okay, and that’s considered and it breaches the code. [...] And what we are putting in place that has gone through our lawyers, yes, have been subject to what we review, the tribunal process is that we’re not going to touch your phone, but we know that you haven’t deleted anything from the phone and it’s sterile and it’s secure and nothing has happened to it. If when you speak to your lawyer, yeah, he says, “No, don’t give your phone” we have your phone back, okay? We’ve not touched it, but you still don’t breach the code. [...] So the options that you’re left with is leave and leave—and leave your phone knowing its secure. Or leave and take your phone and, therefore, there may be consequences in terms of breaches of the code.”*

⁷ See page 23 of the transcript of Mr Dhillon’s third interview, at Exhibit AE 5, where the following appears: *“So he says that when people get to know that he is the assistance coach, he’s not mentioned which team or which T10, so he just said ‘assistant coach’. When people got to know they contact him through various numbers and said, “Can you help us out?” And so forth. [...] So he got a call from a certain person when he got to know that he’s the assistant*

- 5.13.2 He said he knew it was corruption because they said something along the lines of “*you have players and will they agree to do this? And you would be, you can make some money and we can make some money.*”⁸
- 5.13.3 He told [Coach A] that he had been approached by people for corruption⁹, and the reason he told [Coach A] about it was that he was looking for advice from [Coach A] as to how to respond to it.¹⁰
- 5.13.4 He said that after he told [Coach A], [Coach A] got angry with him in response, telling him that he (Mr Dhillon) should stay out of such matters. However, he claimed that he was not approaching [Coach A] to see if he was interested in being involved in any fixing, rather he was just seeking his [Coach A's] advice on the approach that he (Mr Dhillon) had received.
- 5.13.5 He did not report the approach he had received to anyone other than [Coach A]¹¹
- 5.13.6 The reason his WhatsApp security code changed on his phone on 20 January 2021, shortly after [ACU 1] had first contacted him to arrange an interview, was because he felt his phone was going to “hang” (freeze) and he routinely deleted messages on his phone when this happened. In other words, he changed his phone handset and Code when it hung, not because he was deliberately deleting messages.¹²

coach and he said “*You have about five to seven players. Would they agree to do something like we say?*” *Like corrupt activities.*”

⁸ See page 24 of the transcript of Mr Dhillon’s third interview, at Exhibit AE 5.

⁹ See page 22 of the transcript of Mr Dhillon’s third interview, at Exhibit AE 5: “*He said he has spoken to [Coach A] about a few certain things, that he’s getting a few calls about this and that and then he goes on to say that people approached him for corruption and he had discussed that with [Coach A].*”

¹⁰ See page 23 of the transcript of Mr Dhillon’s third interview, at Exhibit AE 5: “*So whatever happened in the incident, he discussed it with [Coach A] and so [Coach A] got angry with him and said, “Look, Sun, these sort of things, these cheating happens everywhere but you stay out of it. [...] so [Coach A] said “You’re not a child, you’re an adult, you should know what is right and wrong”. So Sunny said, “this is the first time this is happening to me and that’s why I wanted to chat with you.”*”

¹¹ See page 24 of the transcript of Mr Dhillon’s third interview at Exhibit AE 5: “[SR] Did you report this to anybody at the time? [SD] Not exactly. I reported it to [Coach A], sir because he’s my mentor. [...] [SR] Did you report it to any cricket authority? [SD] Not exactly. Just I discussed with [Coach A] sir only.”

¹² See pages 27, 28, 30, 37-38 of the Transcript of Mr Dhillon’s Third Interview at Exhibit AE 5.

- 5.14 In this interview, Mr Dhillon did, however, deny that he was involved in any attempt to corrupt the ADT10, and, more particularly, denied that he was part of an agreement to try and get people to fix matches in the ADT10.
- 5.15 Mr Dhillon's answers were inconsistent both within and as between the different interviews. These discrepancies were helpfully highlighted by [ACU 2] in his Statement¹³ but the Tribunal has evaluated them for itself and accepts [ACU 2's] analysis. For example, in his third interview he admitted, in a general sense, that he had had a conversation with [Coach A] which touched on corruption. In contrast, in his second interview, he denied telling [Coach A] that he had received an approach or that he had made any mention of corruption when talking to [Coach A].¹⁴ He also denied that he had asked [Coach A] for any form of advice regarding the corrupt approach.¹⁵

6 Determination of The Charges

- 6.1 Under ECB Code Article 3.1, the burden is on the ICC (on behalf of the ECB) to establish each of the elements of the charges against Mr Dhillon to the comfortable satisfaction of the Tribunal, bearing in mind the seriousness of the allegation made.¹⁶

(i) Breach of Code Article 2.1.1

- 6.2 The ECB Code Article 2.2.1 makes the following an offence: "*Fixing or contriving in any way or otherwise influencing improperly or being a party to any agreement or effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or any other aspect of any Domestic Match, including (without limitation) by deliberately underperforming therein.*"

¹³ See paras 23 and 25.

¹⁴ See pages 12-13 of the transcript of Mr Dhillon's second interview, at Exhibit AE 4: "[SR] So, did you say that the owner wants two or three players that he can manage? [SD] No, no, no, not at all. No. [SR] And to be on the coach's side for the result? [SD] No, no. [SR] So you have had no conversation whatsoever with ... [Coach A] about ... about corruption? [SD] No corruptions, yeah."

¹⁵ See page 9 of the transcript of Mr Dhillon's second interview, at Exhibit AE 4: "[SR] Did you ask him for any advice? [SD] Advice regarding this tournament only, I just—[...] [SR] Did you ask him for any advice on any issue at all? [...] [SD] Not, no issues. Actually I just seeking his advice as to whether I should participate in this tournament or not, whether he's free. That's – that is the only thing I asked him."

¹⁶ The ECB Code Article 3.1 states: "Unless otherwise stated elsewhere in this Anti-Corruption Code, the burden of proof shall be on the Emirates Cricket Board in all cases brought under the Anti-Corruption Code and the standard of proof shall be whether the Anti-Corruption Tribunal is comfortably satisfied that the alleged offence has been committed, bearing in mind the seriousness of the allegation that is being made. The standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt."

- 6.3 Based on the evidence summarised at paragraph 5 above, the Tribunal is comfortably satisfied that Mr Dhillon breached Code Article 2.1.1. The Tribunal is satisfied that Mr Dhillon made a corrupt approach to [Coach A] to elicit his [Coach A's] interest in manipulating the result of matches in the ADT10. Mr Dhillon did so under the cloak of purporting to seek [Coach A's] advice on the approach made to him (Mr Dhillon) by an undisclosed party. In reality, what Mr Dhillon was doing in this conversation was, indirectly, testing to see if [Coach A] would be interested in being involved in such corrupt conduct. In other words, seeing if [Coach A] would be interested in being a party to any agreement or effort to fix or contrive to fix aspects of matches in the ADT10.
- 6.4 The suggestion, in the written submission of Mr Dhillon and urged at the hearing by his lawyer, that Mr Dhillon was merely asking [Coach A] for advice on how he should deal with the approach, does not bear examination. As admitted at the hearing on 26 September, Mr Dhillon knew that the approach made to him by what he called a “random” person, was corrupt. Having attended an anti-corruption education session in November 2019, Mr Dhillon would have been aware of his responsibilities under the ECB Code. He would therefore have known that having received a corrupt approach, he ought to have reported it to the anti-corruption authorities. Further, having been involved in other cricket events (even if they were Disapproved Cricket) he would have had other people he could have turned to for advice.
- 6.5 The Tribunal agrees with the ICC that Mr Dhillon was clearly trying to sound out [Coach A] to see if he would be interested in taking on a role in the team, and then, as requested to by the team owner, bringing in players who would work to the owner’s instructions. Had he simply been seeking advice from [Coach A] on how to respond to the corrupt approach he himself received, he would have taken [Coach A's] advice and reported the matter to the anti-corruption authorities. He did not. Further the inconsistencies in the interviews that he gave to the ACU and his failure to turn over his phone to ACU for investigation support this conclusion.

(ii) Breach of Code Article 2.4.4

- 6.6 The ECB Code Article 2.4.4 makes the following an offence: “*failing to disclose to the Designated Anti-Corruption Official (without unnecessary delay) full details of any approaches or invitations received by the Participant to engage in Corrupt Conduct under this Anti-Corruption Code.*”

6.7 The Tribunal considers that based on the evidence summarised at paragraph 5 above, and in particular Mr Dhillon’s own admissions in his interviews with the ACU, it is comfortably satisfied that the ICC has satisfied the burden of proving that Mr Dhillon breached Code Article 2.4.4, in that he failed to report the corrupt approach he received to the DACO or any other anti-corruption authority. Indeed, at the hearing on 26 September 2024, the Attorney for Mr Dhillon formally admitted that Mr Dhillon agreed that he had breached Article 2.4.4.

(iii) Breach of Code Article 2.4.6

6.8 ECB Code Article 2.4.6 makes the following an offence: *“failing or refusing, without compelling justification, to cooperate with any investigation carried out by the Designated Anti-Corruption Official in relation to possible Corrupt Conduct under this Anti-Corruption Code (by any Participant), including (without limitation) failing to provide accurately and completely any information and/or documentation requested by the Designated Anti-Corruption Official (whether as part of a formal Demand pursuant to Article 4.3 or otherwise) as part of such investigation.”*

6.9 The Tribunal is satisfied, based on the evidence summarized at paragraph 5 above, that the ICC has satisfied the burden of proving that Mr Dhillon breached Code Article 2.4.6, in particular that Mr Dhillon failed or refused to surrender his mobile device on 21 January 2021 after being required to do so by a demand validly made pursuant to the Code Article 4.3. In addition, that Mr Dhillon failed to cooperate with the ACU’s investigation through his failure to provide accurate and truthful information during his interviews, changing his story as he went.

6.10 The Tribunal is not convinced that that the defence of privacy advanced on Mr Dhillon’s behalf only at the hearing (even if admissible at all in the light of the Code Article 5.1.4.2 (b) which required him in his Answer *“to set out the arguments that he wishes to raise at the hearing”*) can avail him as a matter of law or fact.

6.11 As to law, Article 1.5.8 of the ECB Code provides that each Participant (and Mr Dhillon does not contest that he is a Participant) agrees *“to waive and forfeit any rights, defences and privileges provided by any law in any jurisdiction to withhold, or reject the provision of, information requested by the ACU General Manager in a Demand.”* In any event, a reliance on such a defence has been rejected in previous decisions of the Tribunal as elaborated, *inter alia*, in *ICC v Enoch Ikope* decision of 5th March 2019 paras 6.6.-6.25.

6.12 As to fact, (1) the ACU made clear that it would not access the phone without Mr Dhillon’s permission and that it wanted to obtain possession of the phone simply to protect the

integrity of its investigation in that it had real concerns that Mr Dhillon might delete relevant information from the phone if he kept it. (2) The ACU described to him effective and established steps that would be taken to secure the privacy of the phone, and the information contained therein (as elaborated in [ACU 2's] witness statement.¹⁷

7 **Conclusion**

7.1 For the foregoing reasons the Tribunal finds that the charges against Mr Dhillon are proven to the standard required under the ECB's Code Article 3.

7.2 The Tribunal now invites the parties to address it on the question of sanctions.¹⁸

The Tribunal:

Hon Mr Justice Winston Anderson (Chair)

Mr John McNamara

Hon Mr Michael Beloff K.C.

¹⁷ Ibid., at paras 15-16.

¹⁸ It is to be noted that if the charge under Code Article 2.1.1 is upheld, the Code provides (at Article 6.2) that the range of permissible sanctions is a minimum of a five (5) year period of Ineligibility up to a maximum lifetime period of Ineligibility. For Code Articles 2.4.4 and 2.4.6 offences, the range of permissible sanctions is a minimum six (6) month period of Ineligibility up to a maximum of a five (5) year period of Ineligibility.