

**IN THE MATTER OF PROCEEDINGS BROUGHT UNDER THE INTERNATIONAL CRICKET COUNCIL'S ("ICC")
ANTI-CORRUPTION CODE FOR PARTICIPANTS**

between:

**THE INTERNATIONAL CRICKET COUNCIL ("ICC")
(acting as the Prosecuting Authority)**

-and-

MR AKHILESH BODUGUM

Award

1. On 21st November 2025 the International Cricket Council (the "**ICC**"), in its capacity as the Designated Anti-Corruption Official ("**DACO**") under the ICC Anti-Corruption Code for Participants (the "**Code**") for the purposes of the Abu Dhabi T10 2025, ("the Competition") charged Akhilesh Bodugum ("Mr. Bodugum") with breach of the following provisions of the Code.

Charge No. 1 - Breach of Article 2.1.1 of the Code, in that you attempted to fix, contrive or otherwise influence improperly, or were a party to an agreement or effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or other aspect of Matches in the ADT10 2025 (or attempted to do so).

Charge No. 2 - Breach of Article 2.1.4 of the Code, in that you solicited, induced, enticed, instructed, persuaded, encouraged or intentionally facilitated (or attempted to do the former) another Participant (your teammate) to breach Article 2.1.1 of the Code in one or more Matches in the ADT10 2025 when you approached your teammate to engage in Corrupt Conduct.

Charge No. 3 - Breach of Code Article 2.4.7 in that you have obstructed the DACO's investigation through your deletion of data and messages from your mobile device which may have been relevant to the DACO's investigation.

2. Mr. Bodugum has denied all the charges and the case has accordingly come before this ICC anti-corruption tribunal (constituted by Michael J Beloff KC as Chair, Justice Kate O'Regan and Lloyd Mhishi. ('The Tribunal'))

3. The following matters were common ground between the parties:

3.1.1 That Mr. Bodugum was both bound by and aware of the Code;

3.1.2 That the ICC had jurisdiction to prosecute Mr. Bodugum;

3.1.3 That the Tribunal had jurisdiction to adjudicate upon the charges;

3.1.4 That the burden of proof to make good all three charges lay upon the ICC;

3.1.5 That the applicable standard of proof was that of comfortable satisfaction bearing in mind the seriousness of the allegation made;¹ and

3.1.6 That Facts may be established by any reliable means including admissions and circumstantial evidence.²

4. The Tribunal having satisfied itself that the above consensus was justified on the basis of the record sees no reason to elongate this award by addressing these matters any further.

5. The parties' submissions were focused on what transpired in the course of a short conversation which both parties admit took place shortly before midday on 19th November 2025 in a hotel room between Mr. Bodugum and [Player A], a fellow member of a team, the Aspin Stallions ('the team'), due to play in the Competition scheduled to be played between 18 and 30 November 2025 whose first match was due to be played that same afternoon.

6. The versions of that conversation provided by [Player A] (whose evidence was tendered by the ICC) and Mr. Bodugum on his own behalf were completely different ('the rival versions').

6.1.1 The ICC's case was that Mr. Bodugum told [Player A] that he would be starting in all of the Stallions matches, but at the same time also told him that he would be asked to "*give favour*" (sic), and when [Player A] asked Mr. Bodugum what he meant by "*give favour*", Mr. Bodugum responded by saying that when he [Player A] was bowling he would have to give extra runs. When [Player A] next asked Mr. Bodugum who was asking him to do this, Mr. Bodugum responded that it was the [Team Member A]. [Player A] rejected the approach, telling Mr. Bodugum that this was not something that he would do, and that Mr. Bodugum could tell [Team Member A] ('Player A's version').

6.1.2 Mr. Bodugum's case was that the conversation concerned a quite distinct subject – the timing of a possible US camp for members of the Team in anticipation of the ICC T20 World Cup due to be played in 2026. There was no corrupt approach either made by him to [Player A] or, accordingly, even being capable of rejection by [Player A] ("Mr. Bodugum's version").

7. In the Tribunals' view, which was essentially shared by the parties and as explained below, if it was comfortably satisfied that the ICC version (that is [Player A's] version) was correct, and by necessary corollary Mr. Bodugum's version was not, the first two charges were proven directly and indirectly the third charge also.

For ease of understanding the Tribunal will consider the first two charges and the third charge separately.

8. Charge No. 1

Code Article 2.1.1 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 Match, including (without limitation) by deliberately underperforming therein.*

¹ Code Article 3.1

² Code Article 3.2.1 The Tribunal has read the CAS Jurisprudence referred to in Mr. Bodugum's Rejoinder illustrates how CAS has applied this principle in factual contexts different from the present but does not qualify the principle itself.

8.1.1 [Player A] testified that in the conversation of 19 November, Mr. Bodugum requested that he ([Player A]) “give runs”, that is, as a bowler he was being asked to permit the opposing team’s batters to score more runs than they might otherwise have done. For a bowler, the two key aims in a match are to bowl in a manner that the opposing team’s batters will be ruled out, and to restrict the number of runs scored by the opposing team’s batters.

8.1.2 Accordingly, when requesting that [Player A] “give runs”, Mr. Bodugum was “contriving ... improperly ...” to influence “the progress, conduct or any other aspect of any Match” inasmuch as such request was that [Player A] not pursue the ordinary aims of a bowler to assist his own team, rather to bowl in a manner that would be in the interests of the opposing team.

8.1.3 Mr. Bodugum never disputed that this would be the ordinary understanding of a request of a bowler “to give runs”.

8.1.4 In the Tribunal’s opinion, if [Player A’s] version is accepted, all elements of the first charge would ipso facto be satisfied, in that it would have been proven to the standard of comfortable satisfaction that Mr. Bodugum had by his approach to [Player A], as described by [Player A] in his testimony, engaged in corrupt conduct in breach of Article 2.1.2.³

9. Charge No. 2

Code Article 2.1.4 makes the following an offence: *directly or indirectly soliciting, inducing, enticing, instructing, persuading, encouraging or intentionally facilitating any Participant to breach any of the foregoing provisions of this Article 2.1.*

9.1.1 In the Tribunal’s opinion if [Player A’s] version is accepted all elements of that definition would ipso facto be satisfied in that it would have been proven that Mr. Bodugum was in breach of Article 2.1.4 in that he directly solicited, [Player A] to fix or to be a party to an agreement or effort to fix the result, progress, conduct or other aspect(s) of matches in the Competition by his approach to [Player A] to engage in corrupt conduct.

9.1.2 Mr. Eslam sought by way of counter to read words into the language of the two Articles to narrow their ambit in several respects. For example, he suggested that a breach of Article 2.1.1 of the Code could only be established by “conduct amounting to more than mere discussion or preparation”, and that a breach of Article 2.1.4 could only be established if there is “proof of directed inducement towards a specific corrupt objective”.

9.1.3 In the view of the Tribunal, it is impermissible to add elements to the offences in circumstances where the elements of the offences as set out in the Code are clearly identified whether literally or purposively construed. In the view of the Tribunal, neither Article 2.1.1 nor Article 2.1.4 can properly be read to include the additional elements to the charges as proposed by Mr. Eslam.

9.1.4 The Tribunal cannot accept Mr. Eslam’s submission that the Tribunal should ignore Charge 2, because it was based on the same conversation as Charge 1, and so should be understood as no more than the other side of the same coin as Charge 1. Such an argument might have some purchase in sanction

³ See also paragraphs 9.1.2-9.1.3 concerning a further argument germane to Charge No.1 which the Tribunal rejects.

proceedings but the question of sanction, by agreement, has been held over for consideration at a later stage. In any event Charge No.2 has an element absent from Charge No.1 with its express reference to a participant as the object of a corrupt approach

10. The Tribunal's approach

10.1 Which of the rival versions is found to be correct on the appropriate standard of proof is in the Tribunal's view to be determined less by an assessment of the demeanor of [Player A] and Mr. Bodugum both of whom the Tribunal heard and saw, albeit only online, but by the surrounding context in which the conversation took place.

10.2 It is important here to note that the rival versions are mutually destructive and so may not be reconciled on the basis of some misunderstanding on the part of [Player A] as might hypothetically have occurred if it was common ground that Mr. Bodugum had referred to 'some favour' and the question to be resolved was what that phrase meant. That path was close to the Tribunal once Mr. Bodugum unequivocally disputed the use of those or any similar words. On his version [Player A] was simply lying.

10.3 Mr. Eslam argued that a genuine belief on [Player A's] part that, according to his version, those inculpatory words were spoken did not prove that they were.

10.4 That argument, whatever merit it might have as a general statement, could have no purchase in the particular circumstances of this case where [Player A] must, if Mr. Bodugum were correct, have invented not just two or more words but a whole story, albeit brief, with a beginning, middle and end. Moreover if [Player A] were telling the truth, the corollary must inevitably be that it must have been Mr. Bodugum who was lying.

10.5 Mr. Eslam says correctly that there were no witnesses to the hotel conversation other than the parties to it nor any recording of it in any medium. Mr. Eslam also submitted that the repetition of [Player A's] version to his agent and others did not enhance its quality as evidence. The Tribunal would still be confronted with one man's word against another. He properly cautioned the Tribunal against preferring [Player A's] version where it had had no express corroboration.

10.6 The Tribunal, while taking due note of caution, did not find it compelling. There is no rule in the Code which provides that the testimony of a single witness is insufficient to inculcate. In each case, the question will be whether the appropriate standard of proof has been established

10.7 In the Tribunal's view the following matters relating to the broader context within which the conversation took place are each individually supportive of the ICC's case and collectively, taken with [Player A's] evidence, reach the standard of proof required.

10.8 The fact that in isolation facts are capable of an innocent explanation does not mean that taken together they are not proof of guilt to the standard of comfortable satisfaction.

Starting with [Player A]:

10.8.1 [Player A's] version had an inherent plausibility. According to him, Mr. Bodugum's initiation of the conversation on 19th November proceeded with some degree of circumspection; he started by indicating

the benefit already conferred on [Player A] i.e., a place in the match team and then suggesting how [Player A] could repay the benefit using the ambiguous language of favour only explaining what he meant in answer to a question from [Player A]. Had [Player A] wanted to invent a version clearly to inculcate Mr. Bodugum he could have simply stated that Mr. Bodugum offered him a bribe to bowl in a manner which would enable the batters to score runs off his bowling.

10.8.2 It is clear that [Player A's] version has remained consistent across all its various iterations as set out in the record: in his initial report to his agent, [Witness 1], in his initial report to the ICC, in his interview with the ICC in his subsequent statement, in his discussion with his team member, [Witness 2], and in his answers to questions at the hearing before the Tribunal.

10.8.3 No explanation was, until late during the hearing itself, ever advanced as to why [Player A] should seek to make a serious allegation of corruption against Mr. Bodugum; and even at that late stage the best that was proffered was that [Player A] might have wished Mr. Bodugum's place as a spinner in the Team to be transferred to some compatriot of [Player A's] - a proposition that was raised at the end of the hearing and not put to [Player A] during his testimony at the hearing.

10.8.4 [Player A's] name was included as the impact substitute in the first team sheet that was circulated at 12:23pm on 19th November, consistent with [Player A's] version that Mr. Bodugum told him he would start in every match in the competition. But a revised team sheet was circulated shortly afterwards at 12:48pm in which [Player A's] name was no longer included. If [Player A's] version of the conversation, including his refusal to participate in corrupt conduct, is true, the exclusion of [Player A] from the team sheet shortly after the conversation took place is consistent with Mr. Bodugum's having reported to one or more members of the Team Leadership that [Player A] was not willing to comply with his request to engage in corrupt behaviour during the match, with the consequence that [Player A] was dropped from the starting list.

10.8.5 This is, in the Tribunal's view, the most credible explanation of this undisputed sequence of events, even in the admitted absence of direct evidence of the reason for [Player A's] demotion. In this regard, the Tribunal notes that when [Player A] arrived at the stadium before the match later that afternoon, he was not given any reason as to why he had been dropped from the team as an impact player at such short notice. Indeed, the player brought in to replace [Player A] in the team, [Player B], told the ACU that he was only made aware that he would be playing in the game 45 minutes before the game started. As he had not been expecting to play, he had not brought his kit to the stadium and therefore had to borrow kit from other players. He also had no time to warm up or stretch.

10.8.6 [Player A's] own behavior after the hotel conversation, as described in [Player A's] testimony and corroborated by witness statements in the record before the Tribunal made by, amongst others, [Witness 1] ([Player A's] agent,) [ACU 1] (the ICC's Corruption Manager) and [Witness 2], (one of [Player A's] team members), was also consistent with [Player A's] version being true. [Player A] did not immediately blow the whistle on Mr. Bodugum. Instead, as soon as Mr. Bodugum left his room, at 11:49am.

10.8.7 [Player A] messaged [Witness 1], saying "*Brooo, wtf, you use Botim?*".⁴ [Witness 1] called [Player A] back immediately whereupon [Player A] promptly told [Witness 1] everything that had just happened in his room. [Witness 1] told [Player A] that he had to report it to the anti-corruption authorities and made contact with [ACU 1], who had given the Stallions team their education session the previous day. At

⁴ The Tribunal was told that Botim is a telephone messaging app that is available in Abu Dhabi.

12:24pm (only just over 30 minutes after Mr. Bodugum had left [Player A's] room), [ACU 1] reached out to [Player A], asking him whether he was at the hotel. [ACU 1] then invited [Player A] to come to his room so he could make his report. After first collecting his lunch from the hotel lobby, [Player A] went to [ACU 1's] room, arriving there around 12:45pm, and proceeded to report the approach he had received to [ACU 1].

10.8.8 After reporting the matter to [ACU 1], [Player A] also reported the matter to his friend and [redacted] teammate [Witness 2], who was also playing for the Stallions team, as he went to [Witness 2's] room to have his lunch. As is clearly set out in [Witness 2's] witness statement, [Player A] appeared agitated, almost worried or upset, when he arrived at [Witness 2's] room. Having heard from [Player A], [Witness 2] reassured him that he had done the right thing by reporting the matter to the Anti-Corruption Manager.

10.8.9 Mr. Bodugum did not ask for [Witness 1], [ACU 1] or [Witness 2] to be cross-examined or challenged on their statements which he and Mr. Eslam had seen, and which formed part of the record before the Tribunal. The Tribunal has no reason not to take their several statements at face value.

10.8.10 At the end of the Stallions game, according to [Player A], Mr. Bodugum approached him in the dressing room, asking him if he had reported him (Mr. Bodugum). [Player A] told Mr. Bodugum in response that "*what had happened in [his] room had really scared [him] and therefore [he] had spoken to his agent about it.*" This, too, in the Tribunals' view, had in the overall context the ring of truth and Mr. Bodugum's alternative version of a conversation which he accepts took place i.e. that he told [Player A] that the team would have won had [Player A] been playing had an appearance of self-serving contrivance.

10.8.11 [Player A's] departure from Abu Dhabi was also consistent with his version being true. Following his reporting of the incident to the ICC, [Player A] said that he felt that the team had started acting differently, strangely towards him. As he put it, they were looking at him weirdly and appeared to be avoiding him, so it was not a comfortable environment to be in. In the Tribunal's view, [Player A] found himself unwittingly, in an undesirable situation not of his making where it appeared to him that influential persons in the team were not interested in the team doing the best it could in the field of play but rather holding back for improper purposes.

10.8.12 Accordingly, once [Player A] found out that Mr. Bodugum had been charged and provisionally suspended, after a discussion with his agent, [Player A] took the decision to leave the tournament and return home to the USA early. Making all the necessary arrangements himself and incurring the considerable consequent cost, on 21 November 2025 he left the team hotel. The costs he incurred in this regard, which in addition to the hefty air travel costs, would likely have included his foregoing his match fees, provides a solid rebuttal to any argument that he benefitted from making a false accusation against Mr. Bodugum.

10.8.13 The Tribunal also notes that other than a single message on 22 November 2025 when the team manager, [Redacted], enquired where he was, [Player A] was not contacted by anyone in the Stallions team or management following his departure. "The Tribunal considers that the failure of his team members and coaches to contact him is surprising and is consistent with [Player A's] version that team management and team members were behaving strangely towards him following the complaint he made to the ICC. We would have expected in ordinary circumstances that someone from the team management would have contacted him to ask why he had left and enquire after his wellbeing. That

they did not do so is indeed strange; but the Tribunal does not consider it fruitful to speculate which of the possible explanations is correct.

10.8.14 In summary, the Tribunal concludes that [Player A's] version is consistent with all the facts set out above, and is therefore comfortably satisfied that he was telling the truth, not only in his testimony before the Tribunal but also in his statements to the ICC, and to others, about what occurred during his brief conversation with Mr. Bodugum on the morning of 19th November in his hotel room. For all these reasons, in Tribunal's view [Player A], though understandably an unenthusiastic witness, was a truthful one

Turning to Mr. Bodugum:

10.8.15 Mr. Bodugum produced no witness statement in advance of the hearing. This deprived the Tribunal of the opportunity to check whether his oral testimony was consistent with such statement. Although the Tribunal did have the transcript of his interview with the ACU which was largely consistent with the version he gave at the hearing. Nonetheless, the Tribunal is inclined to conclude that this failure to produce such a statement may well have been to preserve maximum flexibility in giving his evidence at the hearing itself.

10.8.16 This conclusion was fortified by the way in which his defence was advanced at the hearing itself. The Tribunal formed the view that Mr. Bodugum was a highly articulate person who was closely familiar with the record before the Tribunal and who from time to time during the hearing effectively acted as co-counsel with Mr. Eslam, intervening during the latter's submissions to make his own points (with the Tribunal's permission and in the absence of any objection from the ICC's counsel).

10.8.17 In the view of the Tribunal, Mr. Bodugum's version of the hotel conversation was implausible. In Mr. Bodugum's interview with the ICC, he suggested that the reason he wanted to speak to [Player A] in his hotel room was to find out whether he knew whether a United States team training camp for the T20 World Cup in 2026 was going to be taking place after the Competition, and that it was urgent for him to know because he would need to change his flight arrangements were that the case. This version was reprised at the hearing, but Mr. Bodugum was unable to explain satisfactorily why this question could not have been posed over WhatsApp or later in the day when he and [Player A] would have been together as part of the team later that afternoon.

10.8.18 Moreover before the Tribunal, when the matter was more fully explored, Mr. Bodugum was unable to explain why if he was truly concerned to ascertain whether and, if so, when there was to be a US training camp he did not ask someone in the US team management hierarchy, such as [redacted] and with whom Mr. Bodugum had a personal conversation on the evening of 18 November according to [redacted]. A member of the US team management or leadership would, unlike [Player A], have been best placed to know whether, and if so, when and where a team camp would take place. The information could hardly have been considered to be confidential, and Mr. Bodugum's explanations as to why he chose [Player A] rather than a better qualified person as his source were unconvincing as was his explanation as to why his need for the information was so urgent. In this regard, he alleged that he had received a telephone call that morning from his father which made it imperative for him to adjust his travel arrangements if the camp was to take place. The Tribunal notes that he adduced no evidence from his father or otherwise to prove that such call ever took place.

10.8.19 Mr. Bodugum's defence, as already noted, depended exclusively on his argument that the only direct evidence of the conversation in [Player A's] hotel room was that provided by [Player A] and himself

(Mr. Bodugum). He largely ignored the circumstantial evidence on which the ICC relied even though the relevance of that evidence was clearly set out in the charge and the ICC's pleadings.

10.8.20 in the Tribunal's view, in order for any match fixing to occur, at least one team player would have had to have agreed to participate but also to have been selected to play in the competition match. Mr. Bodugum specifically identified [Team Member A] in his hotel conversation in response to [Player A's] question, who had asked him (Mr. Bodugum) to 'give favour'. [Team Member A] was [redacted]. However, the ICC did not ask the Tribunal to make a finding against [Team Member A]. It is not necessary for the Tribunal to do so given to justify its findings on Charges No.1 and 2; and accordingly, it refrains from doing so.

10.8.21 However there were facts relied on by the ICC which by themselves added to the weight of the case against Mr. Bodugum, none of which were challenged by cross-examination or countered with evidence

- [Witness 2] states that during a conversation in September 2025 during a domestic tournament - the Atlanta Open, Mr. Bodugum told him that he himself was involved with a team in the ADT10 and, as he knew the team management, he could attempt to facilitate [Witness 2's] inclusion in a team.
- [Player A] states that during a conversation on 2nd October 2025, initiated by Mr. Bodugum, Mr. Bodugum told him that he knew the management of one of the teams in the ADT10, the team he was playing for, the Aspin Stallions, and he would try and get [Player A] in that team
- On 16 October 2025 the draft for the Competition took place. Mr. Bodugum was in the Teams Office on that day, having travelled to Abu Dhabi under his own arrangements in advance of the other members of the Team giving only as an explanation that he had "some work; (never specified or evidenced)
- Both [Witness 2] and [Player A] were selected on that day for the competition

10.8.22 Mr. Eslam's general response was to treat each item separately and to say that none individually speak to any improper proposal or improper conduct.

By way of example:

- As to the September 2025 interaction with [Witness 2], Mr. Eslam says 'No corrupt proposal, inducement or improper objective is identified within that conversation'. The Tribunal accepts that there is no evidence on the record that Mr. Bodugum made a corrupt approach to [Witness 2]. Here, however, the question is whether Mr. Bodugum's conversation with [Witness 2] suggested that he had an unusually close relationship for a junior player with the team management. On this issue, [Witness 2's] view that it was surprising that Mr. Bodugum was advising him of the batting order was never put in issue in cross-examination by Mr. Bodugum. Nor did Mr. Bodugum dispute that he had indeed told [Witness 2] where he was likely to play in the batting

order. During the hearing, he suggested that it was informed speculation on his part rather than telling [Witness 2] where he would be in the batting order. This version should also have been put to [Witness 2] in cross examination, but it was not. Furthermore, no motive to misrepresent was alleged against [Witness 2].

- As to Mr. Bodugum's presence at the Team's offices on draft day, when the team selection was announced, Mr. Eslam says 'The fact of attendance at the draft office and the subsequent selection of players constitutes background context'. Mr. Bodugum provided no explanation as to why he was in the Team's office on the day of the draft.
- As to Mr. Bodugum's having made his own travel arrangements for the Competition, Mr. Eslam says 'The timing of the arrival and the fact of independent travel arrangements do not, without more, engage any element Articles 2.1.1 or 2.1.4'. Yet the Tribunal notes that Mr. Bodugum which did not provide any detail, still less evidence, of the work to be done which Mr. Bodugum said explained those matters. The Tribunal can accept that the mere fact that, as the ICC noted, [Witness 1] described this behaviour's was 'bizarre' does not make it so. Still less than it per se makes the behaviour corrupt. But the Tribunal is entitled to treat a failure by Mr. Bodugum even to try to support his bare explanation, which the ICC had not been prepared to take at face value, with any evidence is itself unhelpful to his defence.

10.8.23 Mr. Bodugum's status as a witness of truth was itself suspect. In particular, during his interview with the ACU he gave inconsistent answers

- On whether he broke a requirement made of him on the match day not to discuss his service with the demand notice with anyone by asking [Player A] whether he ([Player A]) had reported the hotel conversation.
- On whether he was a gambler.
- On whether he was in a substantial amount of debt.

10.8.24 On each of the above issues Mr. Bodugum sought to have the clear language he used by suggesting either that he had misunderstood the question or seeking to read down his answers by contextualizing them in ways which the Tribunal found more ingenious than persuasive. The Tribunal preferred the ICC's pithy analysis that Mr. Bodugum wanted to make money from match fixing to pay off his gambling debts.

10.8.25 Accordingly, in the Tribunal's opinion, if [Player A's] version is accepted, all elements of the second charge would ipso facto be satisfied, in that it would have been proven to the standard of comfortable satisfaction that Mr. Bodugum had by his approach to [Player A], as described by [Player A] in his testimony, engaged in corrupt conduct in breach of Article 2.1.2.⁵ contextualizing them in ways which the Tribunal found more ingenious than persuasive. The Tribunal preferred the ICC's pithy analysis that Mr. Bodugum wanted to make money from match fixing to pay off his gambling debts.

⁵ See also paragraphs 9.1.2-9.1.3 concerning a further argument germane to Charge No.1 which the Tribunal rejects.

10.8.26 Accordingly, in the Tribunal's opinion, if [Player A's] version is accepted, all elements of the second charge would ipso facto be satisfied, in that it would have been proven to the standard of comfortable satisfaction that Mr. Bodugum had by his approach to [Player A], as described by [Player A] in his testimony, engaged in corrupt conduct in breach of Article 2.1.2.⁶

11.Charge no. 3

11.1 Code Article 2.4.7 makes the following an offence: *"Obstructing or delaying any investigation that **may** be carried out by the relevant Designated Anti-Corruption Official in relation to possible Corrupt Conduct under the Anti-Corruption Code (by any Participant), including (without limitation) concealing, tampering with or destroying any documentation or other information that **may** be relevant to that investigation and/or that **may** be evidence of or **may** lead to the discovery of evidence of Corrupt Conduct under the Anti-Corruption Code."* (Panel's emphasis).

11.2 In the Tribunal's opinion that if it is established that Mr. Bodugum deleted any data from his iPhone or other device which might have been relevant to any investigation or be evidence of or lead to the discovery of evidence of corrupt conduct contrary to the Code that would ipso facto have constituted a breach of Article 2.4.7.as obstruction of ACU's investigation.

11.3 In considering this question, the Tribunal took into account the following facts

- On 19 November after [Player A] had lodged a complaint of a breach of the Code to the ICC ACU, the ACU immediately commenced an investigation.
- [ACU 2] and [ACU 3] from the ACU attended that day's game and, in advance of the start of the match, served Mr. Bodugum (and [Team Member A]) with a Demand pursuant to Code Article 4.3 which required Mr. Bodugum to hand over his mobile devices to the ACU and to consent to the ACU downloading and reviewing relevant contents from these devices as it was considered that these devices could contain information relevant to the investigation.
- Mr. Bodugum consented to this process, enabling the ACU to conduct an initial manual review of his phone while the game was being played.

11.4 The Tribunals' task in determining whether a breach of Article 2.4.7 had occurred was made easier by the following admission on the part of Mr. Bodugum; that he had manually deleted the messages he had exchanged with [Player A] on the morning of 19th November as well as the call log of his attempted call to [Player A]. The Tribunal is of the view that both the text messages and the call log were relevant to the allegations made in these proceedings. So, the remaining question for the Tribunal is when and why Mr. Bodugum effected those deletions.

11.5 Here the rival submissions were succinctly put.

⁶ See also paragraphs 9.1.2-9.1.3 concerning a further argument germane to Charge No.1 which the Tribunal rejects.

The ICC's case was that Mr. Bodugum intentionally took steps to clean his phone of compromising material that could potentially relate to his corrupt approach to [Player A], in case [Player A] reported the matter to the ACU, which would have appeared likely given [Player A's] rejection of his corrupt approach.

Mr. Bodugum's case was that the admitted deletion was no more than a simple matter of data hygiene consistent with his usual practice.

11.6 The Tribunal has no hesitation in accepting the ICC's case for the following reasons by themselves sufficient.

11.7 The Tribunal has no hesitation in accepting the ICC's case and consider the charge to have been established to its comfortable satisfaction for the following reasons:

- Given the conclusion that the Tribunal has reached in relation to the evidence presented to it on Charges 1 and 2, that is, that [Player A's] version is to be believed that Mr. Bodugum indeed made a corrupt approach to him on the morning of 19th November, Mr. Bodugum had every incentive to eliminate any evidence that would be supportive of [Player A's] version. In particular, deleting the WhatsApp messages that he had exchanged with [Player A] between 11:33 and 11:42am and the evidence of his failed call about the same time might well have weakened the trail of evidence against him.
- Mr. Bodugum had set his WhatsApp chats to be automatically deleted 24 hours after sending both on his and the recipient's phone. Mr. Bodugum's version that his commitment to "data hygiene" prompted his decision manually to delete the text messages and call log even though they would have been deleted automatically within less than 24 hours seems considerably less likely in the circumstances, particularly given that it was deleted in the lead up to a cricket match in which he was playing.

11.8 In the Tribunal's view the fact that Mr. Bodugum manually deleted the messages he exchanged with [Player A] on the morning of the 19th of November, as well as the log of his attempted call to [Player A], supports a conclusion that he did so intentionally in order to weaken any evidence against him. Had [Player A] not given his own phone to the ACU so soon after the corrupt approach, the Tribunal would have had no digital corroboratory real evidence of the fact that Mr. Bodugum had sought out a meeting with [Player A] on the morning of 19th November, which explains why Mr. Bodugum would have wished to delete it.

11.9 Mr. Eslam submitted that there was no proof that any deleted data was relevant to any future investigation.

However, the Article imposes no requirement of such proof as a sine qua non of a breach; the article refers to the destruction of "any documentation or other information that **may** be relevant to that investigation and/or that **may** be evidence of or **may lead** to the discovery of evidence of Corrupt Conduct". The repeated use of the word 'may' in the salient part of the Article makes it clear that it is

not necessary to establish that the information will be relevant. It would, in the Tribunal's view, be an absurd interpretation of the Article, if deliberate destruction of potentially relevant material constituted no breach of the Article because it could not be shown what that material said.

11.10 Mr. Eslam submitted - though again no expert evidence was adduced - that the deletion of data did not mean that it was forever irretrievable.

But even on the assumption both that that was so and that Mr. Bodugum was aware that that was so, at the very least his deletion would delay any investigation. Accordingly, the question whether the data could have been retrieved in some other way, is no answer to the charge that Mr. Bodugum had by deleting the data from his phone obstructed to a material extent the investigation, which is the core of the charge against him.

11.11 Mr. Eslam submitted that no investigation had commenced at the time of the alleged deletion of the potentially relevant data and that therefore Mr. Bodugum's deletion of the text messages and call log were not in breach of article 2.4.7 of the Code.

However, the Article imposes no requirement for an extant investigation as a sine qua non of a breach. On the contrary it speaks only of an investigation that may (sic) be carried out. It would again, in the Tribunal's view be an absurd interpretation of the article, if deliberate deletion of incriminating material prior to the commencement of an Investigation constituted no breach and incurred no penalty.

11.12 Mr. Eslam had before the hearing concentrated his offensive fire upon the fact that it was not in issue that Mr. Bodugum co-operated with the investigation and voluntarily surrendered his iPhone pursuant to the ICC demand.

But this was an exercise that is beating at an open door to a cul de sac. As the Tribunal has found, Mr. Bodugum had already deleted potentially incriminating data prior to the investigation, he would have had nothing to fear by complying with the Demand. The ICC's case on charge 3 was always based on what happened prior to, not during, the investigation.

11.13 The expert and careful analysis of ACU 2 for the ACU (which was unchallenged) of Mr. Bodugum's iPhone, which ACU 2 examined both on November 19, 2025, and later revealed a series of matters which the ICC argued were potentially inculpatory of Mr. Bodugum.

11.14 The Tribunal does not find it necessary to consider this evidence, (but for the avoidance of doubt without rejecting it) which was circumstantial and, in any view, of lesser weight to the direct evidence referred to above.

11.15 The Tribunal is therefore comfortably satisfied that Charge 3 has been proved.

Conclusion

12. The Tribunal therefore concludes as follows:

Charge 1 - Breach of Article 2.1.1 of the Code, that Mr. Bodugum attempted to fix, contrive or otherwise influence improperly, or was a party to an agreement or effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or other aspect of Matches in the ADT10 2025, is proved to the standard of comfortable satisfaction.

Charge 2 - Breach of Article 2.1.4 of the Code, that Mr. Bodugum solicited, another Participant [Player A], his teammate, to breach Article 2.1.1 of the Code in one or more Matches in the ADT10 2025 when he approached [Player A] to engage in Corrupt Conduct, is proved to the standard of comfortable satisfaction.

Charge 3 - Breach of Code Article 2.4.7, that Mr. Bodugum obstructed DACO's investigation through deletion of data and messages from his mobile device, which may have been relevant to DACO's investigation, is proved to the standard of comfortable satisfaction.

13. In the light of the above conclusions, it will be necessary, in the absence of agreement between the parties, for there to be a hearing to determine the appropriate sanction to be imposed under Article 6 of the Code

14. The ICC is invited to propose a timetable for such hearing and to seek Mr. Bodugum's agreement thereto. In the absence of such agreement and any alternative proposal by Mr. Bodugum, the Tribunal will, after taking any proposals into account, set its own timetable.



The Honourable Michael J Beloff KC Chair



Justice Kate O'Regan



Lloyd Mhishi

19th June 2026