

**IN THE MATTER OF PROCEEDINGS BROUGHT UNDER THE EMIRATES CRICKET
BOARD ANTI-CORRUPTION CODE FOR PARTICIPANTS FOR THE T10 CRICKET
LEAGUE**

between:

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

-and-

**and-
MR SALIYA SAMAN**

AWARD ON MERITS

**HHJ Nigel Peters KC
Mr Zak Yacoob
Mr Harish Salve KC [Chairman]**

INTRODUCTION

- 1) On 19 September 2023, the International Cricket Council (**ICC**) in its capacity as the designated anti-corruption official under the Emirates Cricket Board's Anti-Corruption Code of Participants for the T10 Cricket League (**Code**) issued a Notice of charge (**Notice**) to Mr. Saliya Saman (**SS**) alleging a violation of Articles 2.1.1, 2.1.3 and 2.1.4 of the Code.
- 2) The Notice states, and SS does not dispute, that the ICC's anti-corruption unit (**ACU**) is the designated "*anti-corruption official*" and the Notice was issued in that () capacity ().
- 3) The Notice also states, and SS accepts that:
 - a) He was a *player* within the meaning of the Code on account of his participation in a Sri Lankan Premier league tournament in August 2020.
 - b) He is thus bound by the Code, and required by Article 1.6 not to commit "*corrupt conduct*" set out under the Rules of the ICC and all other National Cricket Federations.
 - c) He submits to the jurisdiction of this panel convened to hear and determine allegations of breach of the Code. under those Rules
- 4) These allegations, set out below, relate to attempted match fixing by offering to secure for [Player A] a place in the Abu Dhabi T10 tournament of 2021 (**AD T10**) in return for his agreeing to perform on the instruction of SS in two of the matches.
- 5) On 3 October 2023, SS responded to the Notice denying all the charges against him and sought a hearing before an anti-corruption Tribunal.
- 6) On 7 February 2024, the Chairman of the ICC Code Of Conduct Commission (acting as the Chair of the ECB disciplinary panel for the purposes of the AD T10) constituted this Tribunal.

- 7) The ICC filed witness statements of [Player A] and [ACU 1] the senior manager ACU operations. SS filed his own witness statement and Mr. Samir Pasha of Justitia Chambers represented him before the Tribunal. represented by Miss Sally Clark, Senior Legal Counsel, ICC filed its opening written submissions on 3 April 2024 and Mr. Pasha filed his answer brief on behalf of SS on 26 April 2024. The ICC filed its Reply submissions on 17 May 2024.
- 8) The Tribunal heard the evidence of the three witnesses and opening and closing submissions by Miss Clark and Mr. Pasha on 24 October 2024. Having considered the matter, the Tribunal renders this award.

FACTUAL BACKGROUND

- 9) The enquiry commenced with a complaint received by the ICC anti-corruption unit from [Player A] that he had received a corrupt approach relating to the AD T10 from SS. [Player A] was then interviewed on 30 December 2020. During the interview, a transcript of which was made available to the Tribunal, [Player A] made the following important points:
- a) At the outset, [Player A] said that his English was not good, and that his wife was present who could translate for him.
 - b) [Player A] alleged that the previous evening (i.e. 29 December 2020) SS had called him with an offer to get him on board the AD T10 for all the matches, if he agreed to play as Instructed by SS in two of them.
 - c) [Player A] being an experienced international cricketer immediately interpreted this to be a corrupt approach, refused the offer and ended the call. He then reported this to a representative of the ICC ACU.

- 10) The investigation was taken up by the ACU, and on June 21, 2021, [ACU 2] of the ICC ACU interviewed SS. We shall analyse in greater detail, the contents of this interview, but in substance, SS admitted knowing [Player A] and another cricketer called [Mr. X] , and having a conversation with [Player A]. He however, said, that he had not spoken about the AD T10, and, when asked whether he thought [Player A] was lying, he said *“maybe yes”*.
- 11) The narrative would be incomplete without introducing the person who appears to be at the centre of this controversy, a former player called [Mr. X] SS had participated in the Mauritius league, in which [Mr. X] [and some others] were participants. [Mr. X] has been under investigation of the ICC. The ICC has placed before us a decision of the panel constituted to investigate charges against [Mr. X] The allegations and the complaint related to [Mr. X's] attempts to recruit players for the AD T10 on condition that they would have to play according to his and the owners' instructions in some of the matches. The decision notes that [Mr. X] refused to co-operate with the ICC ACU and refused to hand over his mobile phone, and in the interview failed to answer the questions accurately and truthfully .
- 12) In response to a question from the Tribunal, Miss Clark clarified that ICC ACU had not questioned [Mr. X] in connection with the present enquiry as he had, refused to participate after his initial interview and did not communicate with the ICC or appear before the Panel constituted to adjudicate the charges against him. The Tribunal has also not drawn any sustenance from the findings against [Mr. X] and the relevance of that decision is only that it gives context to the present enquiry.

CONTENTIONS

13) Miss Clark appearing for the ICC ACU drew our attention to the allegations made by [Player A] in his interview and supported by his witness statement before us. She then drew our attention to SS's interview and made the following points:

- a) He admitted having played in the Mauritius league at the invitation of [Mr. X].
- b) He admitted having contacted [Player A], although they had not had any contact for a long time before the call.
- c) He claimed that he had called [Player A] to congratulate him on his wedding, and also to enquire of any opportunities of playing cricket in the [REDACTED]
- d) He flatly denied having spoken to [Player A] about the AD T10 at all, let alone offering to get him a contract.
- e) He denied knowing that [Mr. X] was recruiting players for the AD T10.

14) She relied upon the interview given by [Player A] in which:

- a) He established that SS did not have his number and contacted him using Facebook and asked for and obtained his number.
- b) Despite the difficulties caused on account of his limited knowledge of English, his wife and he explained the substance of the conversation. They explained that he was told that he would get a contract to play the AD T10 matches, and in two of those matches, he would have to act on SS's instructions.

15) Miss Clark submitted that although the panel had to decide on the basis of competing witness statements, the panel should believe [Player A] as he had got in touch with the ICC immediately upon SS making contact, and his witness statement was entirely consistent with what he said in his interview.

She relied upon the “*circumstantial*” evidence of a phone call being made by SS to [Player A] out of the blue, as it were, and of the connection between [Mr. X] (who had been found guilty of attempting to recruit players for AD T10 for match fixing) and SS in Mauritius. She invited us to disbelieve the denial by SS considering, among other things, the contradiction between his interview in which he completely denied a conversation relating to AD T10 and the admission in the witness statement that he and [Player A] did speak about the AD T10 during their conversation.

16) Mr. Pasha’s main contention on behalf of SS, was that the charges are based solely on the testimony of [Player A] without any corroboration. He relied on the witness statement of SS and invited the panel to accept his version of events. As to the motive of [Player A] in making the allegations, he relied on the fact that [Player A] had admitted in his witness statement that he would be willing to go to play in the AD T10 even though he had not been picked to play, which, in his submission, established that [Player A] was keen to get into the AD T10.

17) He therefore submitted that the standard of proof specified in Article 3.1, which has to be greater than on a balance of probability, even if less than the beyond reasonable doubt, had not been met.

TRIBUNALS’ ANALYSIS

18) The charges set out in the Notice are:

- a) *Charge No. 1 - Breach of Article 2.1.1 of the Code, in that you attempted to fix, contrive or otherwise influence improperly, or be a party to an agreement or effort to fix, contrive or otherwise influence improperly, aspects of matches in the Abu Dhabi T10 2021.*

b) Charge No. 2 - Breach of Article 2.1.3 of the Code, in that you offered a Reward to another player (namely an extra non-contractual payment) in exchange for that player committing Corrupt Conduct in matches in the Abu Dhabi T10 2021.

c) Charge No. 3 - 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) others to breach Article 2.1.1 of the ECB Code in one or more matches in the Abu Dhabi T10 2021 when you approached another player to engage in Corrupt Conduct.

19) The Code has been adopted in recognition of a fundamental principle of sports that the outcome of a tournament has to be determined solely by the respective merits of the competing teams tempered only by the glorious uncertainties of the game. It is for this reason that the result of a match remains uncertain until the last ball is bowled. Unfortunately, the enormous popularity of the sport has brought in its wake the scourge of unscrupulous betting, and it has spread in great measure on account of the advent of technology by which betting can be done anytime and from any place whatsoever, using mobile devices which are not always possible to trace. The ability to “fix” the outcome of a match, or a part of a match or indeed even one ball of an over has become a highly profitable enterprise and the criminals who pursue this lucrative path to achieve their nefarious ends seek to corrupt the players.

20) The Code defines the expression “participant” and “player” in wide terms. Article 1.4.1 defines a participant as “...any cricketer who...is selected (or who has been selected in the preceding twenty-four (24) months) to participate in

an International Match and/or a Domestic Match for any playing or touring club, team or squad that is a member of, affiliated to, or otherwise falls within the jurisdiction of, a National Cricket Federation"

21) SS was selected to participate in domestic matches (for the Saracens Sports Club in the Sri Lanka Premier League tournament) up to August 2020. He was therefore a "player" and consequently a "participant" under the Code until at least the midnight of 24 August 2022. On the fateful night when he had this conversation with [Player A], he was subject to the discipline of the Code which prohibited him from indulging in conduct that would fall within the definition of corrupt conduct under the Code.

22) The enquiry commenced when [Player A] informed the ACU of his call the previous night with SS. [Player A] was interviewed on 14 January 2020. [ACU 2] who conducted the interview said,

"So last night, my time, probably the afternoon your time, you contacted me and said that somebody had approached you as-- as we said. Do you want to tell me what happened and how you know this person? Have you got any history with them? Tell me-- I've got the time of the call and everything, that you're very kind that you sent through. And just tell me exactly what was said on the calls using the words he said if-- if you can remember..."

23) [Player A] confirmed this. He was then asked to say what happened, and he said the following:

"Yeah, he's a current premier cricketer, a club cricketer in Sri Lanka. His name is Saliya Saman. So he called me on WhatsApp-- sorry, called me on Facebook first time. But I did not answer him. After that he messaged me on Facebook [INDISCERNIBLE 00:05:24] "Can you call me?", or something. Then I messaged him, "What's going on?" or something like. Then he asked my WhatsApp number. Then I gave to him. So then after that he called me.

So he asked me, I have offer with T10 league. Then I said okay. So then he said I want to do something for the two matches and all the matches I'm playing and two matches I want to do something. Then I said, what's that mean? He said, I want to do like fixing right-- like something. So I said-- I said I want to do like-- like this. So he said, no, don't worry about that. So he gave me – sorry”

24) At this point he had a conversation with his wife in Sinhalese.¹ His wife then continued and the material statements in her narrative are set out below:

“Okay. He told me that I will get a contract and then-- without the contract, he's going to give me money apart from the contract for doing what he will-- he's-- he told me to do.

...Yeah. Because I didn't get a contract to play T10-- the T10 league. I didn't get drafted. But he said that he will get me the contract to play in the T10 league. And apart from the T10 league, he will give me extra money for doing what he says.

He told me if I'm happy to take on the offer that he'll organize a meeting with the people involved.

Without saying the actually word "fixing", when I asked him "What do you mean?" when he said-- like, he told me, "Can you do something for me?" And I asked him, "What do you mean?" And then he was like, just like two matches, you know, just two matches. And then-- then I told them that I'm not interested.

He told me that he's going to put me in all the matches that the T10 league is going to offer me and then just in all the matches just help me out in two matches. He told me it's just two matches, but you're going to get to show your colors in the other-- other-- all the other matches. I'm going to make sure you're going to be in.”

¹ He had earlier introduced his wife into the interview, to act as a translator.

25) There is not even an iota of doubt that if SS did in fact say what was recounted by [Player A], he was attempting to persuade [Player A] to act dishonestly in two matches in return for getting a contract to play the AD T10 series.

26) Mr. Pasha cross-examined [Player A] vigorously on the content of this paragraph. The trend of the cross examination was to suggest that his version as recorded in the interview had been improved when it came to his witness statement.

27) The transcript of the interview shows that [Player A] was trying to speak in English and was unable to communicate clearly at which point he spoke to his wife in Sinhalese and she took over, and repeated his version of the conversation. After her intervention, [ACU 2] said *"...Okay. Okay, that-- so-- so that that's good, [Player A]. And please use-- use [REDACTED] as much as you can, because that-- that was, obviously, easier for you and excellent-- excellent description with more detail..."*.

28) We heard evidence from [Player A] when in his cross-examination he tried speaking in English but then had to switch to using an interpreter. Thus, the paragraph in the transcript set out in Paragraph 23 above [before his wife's intervention] and on which he was cross-examined was inarticulate and unclear, and the correct version of the events that transpired are contained in what his wife told the interviewer.

29) [Player A] made available a screenshot of his Facebook, which showed that the last contact between [Player A] and SS was by way of a message to wish him a happy new year in 2020. After that, there was a message of a missed audio call, and then a text message asking [Player A] to call saying that *"it's a bit urgent"*. [Player A] then offered to send a screenshot of his WhatsApp account also, but he could not export that conversation – the 10 transcript notes [ACU 2] saying *"...No.*

And you-- you actually sent me a screenshot to show that you couldn't export any chat because-- because there wasn't any is the bottom line. So the option wasn't-- wasn't there to export. So that-- that's fine. That's fine..."

- 30) After reading the transcript, his witness statement and having heard his oral evidence, the Tribunal finds that his version, particularly as articulated by his wife, is entirely consistent with what is said in his witness statement.
- 31) SS was interviewed on 25 April 2021. The salient features of his interview are:
- a) He heard about AD T10 from a friend when he was in Mauritius. He named the friend as [Mr. X], but later he did not contradict [ACU 2] who corrected him to say that the person in Mauritius was [Mr. X] and not [REDACTED].
 - b) When they were in Mauritius, the AD T10 "drafter" was there as he happened to be their team manager, and he put up their names for the AD T10 but they were not selected.
 - c) He categorically denied having contacted any players for participating in the AD T10.
 - d) When asked whether he spoke to [Player A], he first said he may have last spoken to him a few years ago. He then recalled having called him in December and having spoken to him once.
 - e) He claimed that the call was to congratulate [Player A] on his marriage, and to ask him also about openings to play cricket in [REDACTED]. However, he categorically denied having offered to get him a contract in AD T10. When asked why he called him all of a sudden, he explained that it was to enquire about playing cricket in the [REDACTED]. When [Player A's] version of the conversation was put to him, he was emphatic that as he did not speak to

[Player A] about AD T10, the question of an inappropriate suggestion did not arise.

32) The exchange between him and the interviewer is important – it reads:

ACU 2: *Let me say this. Did you say to [Player A] that in two matches he would have to do something for which he would be paid extra?*

SALIYA SAMAN: *No. I didn't talk about Abu Dhabi T10 to him.*

ACU 2: *Okay, so he's wrong about that then.*

SALIYA SAMAN: *Well, yeah, might be someone contacting him. I don't know.*

ACU 2: *It was you, Saliya.*

SALIYA SAMAN: *About Abu Dhabi T10.*

ACU 2: *Okay. And when [Player A] asked for clarification, what do you mean? You said like fixing, so he'd be paid extra for doing things in matches.*

SALIYA SAMAN: *I didn't say that. I didn't even mention about anything.*

33) When ACU 2 told him “...Let me try to help you to understand what is taking place here, Saliya. Your friend, [Mr. X], okay, has been trying to recruit players for the Abu Dhabi T10..” and was asked whether that was a surprise to him, his reply was “...I didn't know, to be honest, because I stayed in my room. I don't know about what he has done....”.

34) In reply to a suggestion that if indeed what he was saying was true, then [Player A] was lying, his response was “I think so, yeah”.

- 35) Later in the interview he accepted that he had tried to register for the draw of the AD T10 but claimed that [Mr. X] did not help him do it. He said *"[Mr. X] asked me to register. I don't want to lie to you for that [Mr. X] asked me to register. He said we'll try . if he can get in , he can play, you know what I mean because my stats are all right to play..."*. He then went on to add *"...i just did register by myself..."*. He then said [Mr. X] gave him the link. `
- 36) Earlier in the interview, he stated that on the way back from Mauritius they stopped in Dubai where he received payment from [Mr. X] for the Mauritius assignment and that when they were in Mauritius *"the Abu Dhabi T10 drafter there [sic], and then he put our names as well because he's-well he's our team manager so he put up our names, but our name didn't come up,"*. This is a clear admission that [Mr. X] attempted to get SS to play in the Abu Dhabi T10. He also admitted having met one Sunny Dillon in Mauritius. He also met Shadab Ahmed in Mauritius.
- 37) SS filed a witness statement before us. In this witness statement, he stated:
- a) *[Mr. X] asked me if I knew [Player A] ("[Player A]"), and I said yes, as I had played with him and against him previously.*
 - b) *[Mr. X] then asked me if I had any contact details of [Player A]. I said yes, I could make contact with him to get his telephone details. I understood that [Mr. X] was asking because he wanted [Player A] to play in his team. I only had [Player A] Facebook contact, so I tried to call him straight away, but he did not answer, so I left a message for him. During this time [Mr. X] had left the room, I left the message for him with the only intention that [Mr. X] could speak to him directly, I had no further interest in the conversation.*
 - c) *Since [Player A] had moved to the [REDACTED] I had not had much if any contact with him. I only contacted him that day because [Mr. X] asked me.*

- d) I explained to [Player A] on the phone that [Mr. X] wanted to speak to you about the AD T10, and that they should talk directly to each other. I was not telling [Player A] that I could get him a contract, only that [Mr. X] wanted to talk to him about possibly playing in the ADT10. I had no power or authority or interest or incentive to offer anyone any contract myself.*
- e) In fact, I was not even asked by [Mr. X] to participate in the ADT10. I was merely just connecting two people, as I had been asked by [Mr. X] if I could get [Player A] contact details to him."*

38) SS was cross-examined on the inconsistencies between what he said to the interviewer and his witness statement. The inconsistencies are apparent, and his attempts to reconcile his version to the interviewer with his version in the witness statement were unconvincing.

39) If SS had got in touch with [Player A] only to put him in touch with [Mr. X],, he could have said so in his interview. The Tribunal is left with an indelible impression that SS was untruthful in the interview,

40) and realising that his version was not accepted, he changed his position in his witness statement. His protestations of innocence are unconvincing. On the other hand, [Player A] was forthright in his interview and his evidence was entirely consistent with what he said to the interviewer.

41) The Tribunal thus finds that:

- a) SS was seeking to recruit [Player A] to play in the AD T10.*
- b) He would have offered to do so on the understanding that while [Player A] would play all the fixtures, in two of those he would agree to do something that is commonly understood as match fixing.*

- 42) The fact that SS had no authority to recruit players or even [Mr. X] for that matter was not authorised to recruit players, is not relevant. *“Corruption”* is defined in Article 2.1.1 as *“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.”*
- 43) Article 2.1.3 expands the definition to include *“Seeking, accepting, offering or agreeing to accept any bribe or other Reward to (a) fix or to contrive in any way or otherwise to influence improperly the result, progress, conduct or any other aspect of any Domestic Match or...”*. Article 2.1.4 includes *“...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...”*.
- 44) SS did make an effort to fix the conduct of a match, which conduct falls foul of Article 2.1.1.
- He offered a bribe to contrive to influence the conduct of the AD T10, which falls foul of Article 2.1.3. ²He directly attempted to entice/persuade/encourage [Player A] to act in breach of Article 2.1.1, which conduct falls foul of Article 2.1.4.
- 45) The absence of corroborative evidence is not fatal to this enquiry in view of the contradictions in SS’s versions, and the credibility of [Player A] evidence, and the Tribunal finds that this crosses the threshold of more than just a balance of probability.
- 46) The breach of the Code is undoubtedly of a serious nature, but considering the factors set out in Paragraph 6.1 of the Code, the Tribunal

² Whether or not he acted on the prompting of [Mr. X] is not relevant.

invite the parties to make their submissions in writing on the sanction to be imposed upon SS.

HHJ Nigel Peters KC

Justice Zak Yacoob

A handwritten signature in black ink, appearing to read 'Harish Salve', with a long, sweeping horizontal stroke extending to the right.

Harish Salve KC

10th January 2025

**IN THE MATTER OF PROCEEDINGS BROUGHT UNDER THE EMIRATES CRICKET
BOARD ANTI-CORRUPTION CODE FOR PARTICIPANTS FOR THE T10 CRICKET
LEAGUE**

between:

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

-and-

MR SALIYA SAMAN

HHJ Nigel Peters KC
Mr Zak Yacoob
Mr Harish Salve KC [Chairman]

FINAL ORDER ON SANCTION.

1) The Tribunal, by its order of 10 January 2025 held as below:

- a) Mr Saliya Saman [SS] was seeking to recruit [P l a y e r A] to play in the Abu Dhabi T10.
- b) He would have offered to do so on the understanding that while [Player A] would play all the fixtures, in two of those he would agree to do something that is commonly understood as match fixing.
- c) The fact that SS had no authority to recruit players or even [Mr. X] for that matter was not authorised to recruit players, is not relevant. *“Corruption”* is defined in Article 2.1.1 as *“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.”*
- d) Article 2.1.3 expands the definition to include *“Seeking, accepting, offering or agreeing to accept any bribe or other Reward to (a) fix or to contrive in any way or otherwise to influence improperly the result, progress conduct or any other aspect of any Domestic Match or...”. Article 2.1.4 includes *“...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...”.**
- e) SS did make an effort to fix the conduct of a match, which conduct falls foul of Article 2.1.1.
- f) He offered a bribe to contrive to influence the conduct of the AD T10, which is corruption within the meaning of Article 2.1.3. He directly attempted to entice/persuade/ encourage [Player A] to act in breach of Article 2.1.1, which conduct falls foul of Article 2.1.4.
- g) The absence of corroborative evidence is not fatal to this enquiry in view of the contradictions in SS’s versions, and the credibility of [Player A] evidence, and the Tribunal finds that this crosses the

threshold of more than just a balance of probability.

- 2) The panel invited submissions from SS and the ICC on the matter of sanctions to be imposed. The panel has received helpful submissions from Mr Samir Pasha who appeared for Mr Saman and Ms Sally Clark who represents ICC.
- 3) The ICC's submission is as below:
 - a) The Tribunal has found SS guilty of violating Articles 2.1.1, 2.1.3 and 2.1.4 by committing acts that amount to corruption within the meaning of those provisions.
 - b) In accordance with Code Article 6.1 where a breach is upheld by an Anti- Corruption Tribunal, it is necessary for the Anti-Corruption Tribunal to impose an appropriate sanction upon the Participant from the range of permissible sanctions set out in Code Article 6.2.
 - c) The Anti-Corruption Tribunals in the cases of ICC v Zoysa and ICC v Lokuhettige concluded that in determining the appropriate sanction in an anti-corruption case, an Anti- Corruption Tribunal must undertake a qualitative assessment of the weight to give to each element prescribed by the Code (i.e., Code Articles 6.1 and 6.2), while bearing in mind that the purpose of any sanction is to deter and to maintain public confidence in the sport.
 - d) Such offences by a Participant always attracts a period of ineligibility of at least five years and can, in appropriate circumstances, result in a ban up to and including a lifetime ban from the sport.
 - e) The aggravating factor in Code Article 6.1.1.4 (potential to damage substantially the commercial value and/or public interest in the relevant Domestic Matches) is engaged in the present case in that while Mr Saman did not succeed in encouraging [Player A] to agree to be involved in Corrupt Conduct, had that not been the case and he had agreed to go ahead with the fix, that had the potential to substantially damage the commercial value and the public interest in the relevant Domestic Matches, i.e. matches in the Abu Dhabi T10 League.
 - f) The aggravating factor Code Article 6.1.1.5 (potential to affect the result of the Domestic Match) is engaged in that the details of the specific fix were not disclosed, it is likely that any such fix would have had the potential to affect the result of the relevant Domestic Matches, even if it was a spot fix. The relevant Domestic Matches in question were T10 matches meaning that, being a short-form format of the game, the likelihood of a spot fix having an impact on the overall result is higher than in longer formats of the game, given a T10 involves a low number of overs and balls bowled.
 - g) The aggravating factor in Code Article 6.1.1.6 (where the welfare of a Participant or any other person has been endangered as a result of the offence) is also engaged in that through his approach to [PlayerA] [another Participant] SS clearly sought to corrupt others. This undoubtedly put the welfare of that other Participant at risk.

- 4) The ICC also relies on the analogy of nine other cases where varying sanctions have been imposed on those found to be guilty of such offences of corruption as defined in the Code.
- 5) On behalf of SS, Mr Pasha has submitted as below:
 - a) SS has been emotional and saddened by the whole state of affairs,
 - b) [In relation to 6.1.1.2] SS has no prior disciplinary record and, on the contrary, has maintained a commendable record
 - c) [In relation to 6.1.1.3] SS did not receive any profit or income, and no reference to payment of money was made at all in the evidence presented by the ICC and thus there was no financial figure available to determine the value of profit or reward.
 - d) [In relation to 6.1.1.6] There is no evidence that the welfare of a participant or any other would have been endangered,
 - e) [In relation to 6.1.1.7] the offences involved one person, no one else.
- 6) With respect to mitigating factors,
 - a) In relation to Art 6.1.2.2, he relied on SS's previously unblemished disciplinary record.
 - b) In relation to Art. 6.1.2.5, he relied on the cooperation that SS extended in the course of the investigation.
 - c) In relation to Art. 6.1.2.6, he submitted that the offences, at best, related to potential encouragement of one player who had not been selected in the Abu Dhabi T10 league, having previously been unsuccessful in being drafted, and the attempt to encourage him would have been speculative at best for it would have required the selection of [Player A] in the first instance. On this basis it is suggested that it is not clear whether any commercial value/public interest would have been substantially damaged.
 - d) In relation to 6.1.2.7, he submitted that no details of the specific interference conduct were ever revealed in evidence.
- 7) There are some factors in personal mitigation which have been referred to in the submission and with which we shall deal with later
- 8) The tribunal has found SS to be guilty of corruption under articles 2.1.1, and 2.1.3 and 2.1.4. These violations are of a grave nature. The Code treats unsuccessful attempts at trying to influence the results of the game or trying to corrupt other players on par with successful attempt, for the reason that it seeks to provide for sanctions that would act as deterrents against the scourge of corruption in the game.
- 9) We generally accept with the ICC's submissions in relation to the aggravating factors but take into account the fact that [Player A] was not selected to play, and it is uncertain as to whether those

who SS was acting for could have been able to secure his selection or even [Player A's] selection. Thus, there was clearly an attempt to corrupt the game, but in relation to SS, the likely consequences of his success in persuading [Player A] to agree to corrupt practices would be contingent on the ability of others to procure [Player A] selection.

10) In relation to the mitigating factors set out in Art's 6.1.2.2 and 6.1.2.5 we take into account the previously unblemished disciplinary record, and the cooperation with the designated anticorruption official and the investigation.

11) Mr Pasha relies on Art. 6.1.2.6 and contends that the offence did not substantially damage or have the potential to substantially damage the commercial value, integrity of results and/or the public interest in the relevant domestic match. The attempt was unsuccessful, and even if it had been successful, it would have damaged integrity of the result had [PlayerA] been selected.

However, even attempts such as this must be strongly discouraged, as SS acted to give effect to the designs of those who were trying to seriously undermine the integrity of the tournament.

12) Article 6.1.2.10 allows the tribunal to take other mitigating factors into account. The tribunal noted SS's unsettled status in relation to his migration to the UK and that he and his family are living on the grants from the Home Office. While the suggestion that the stress and anguish of these proceedings has resulted SS being afflicted by depression and other illnesses related to stress, appears to be an overstatement, his overall circumstances including being indicted by this Tribunal are circumstances that could cause mental distress.

13) The Tribunal also notes that SS is willing to undertake any education or rehabilitation programme as may be recommended by the ICC.

14) Coming to the sanction that can be imposed upon him, corruption under Articles 2.1.1, 2.1.3 and 2.1.4 involve a minimum five years and a maximum of a lifetime of ineligibility. The Tribunal is taken into account the sanction imposed in the cases set out in paragraph 19 of the ICC submissions, with the caveat that it ultimately must turn on the facts of a case including the factors of aggravation and mitigation.

15) Taking all this into account, including the age of SS and the fact that he has agreed to undergo any required education or rehabilitation programme recommended by the ICC, the Tribunal is of the opinion that a sanction by way of ineligibility for a period of five years should be awarded on the condition that SS shall undergo such educational rehabilitation programs as may be recommended by the ICC.

16) Considering his financial circumstances, and the fact that he did not receive any financial consideration, the Tribunal does not impose any fine.

28 July 2025 .

A handwritten signature in black ink, appearing to be 'Harish Salve', with a long, sweeping horizontal stroke extending to the right.

Harish Salve KC

On behalf of the Tribunal.

