

**IN THE MATTER OF PROCEEDINGS BEFORE THE ANTI-CORRUPTION TRIBUNAL  
ESTABLISHED UNDER THE ICC ANTI-CORRUPTION CODE**

**BETWEEN:**

**INTERNATIONAL CRICKET COUNCIL (“ICC”)**

**-and-**

**MR ASHFAQ AHMED**

**INTERNATIONAL CRICKET COUNCIL (“ICC”)**

**-and-**

**MR AMIR HAYAT**

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**AWARD**

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**I Preface**

1. This is a very unusual case. Mr Ahmed and Mr Hayat (“The Players”) were effectively condemned out of their own mouths by admissions made in interviews with the ICC ACU and in emails sent in response to the Notice of Charge which alleged, in broad terms, failure to report breaches of the ICC Anti-Corruption Code for Participants (the “Code”). Each developed a diluted version of the cut throat defence, not actually disputing the charges so much as seeking to suggest that the other was the moving spirit in what was on the face of it a joint enterprise. Their closing submissions were more in the nature of pleas in mitigation than actual defences.

**II Parties**

2. The ICC is the international federation responsible for the global governance of the game of cricket. As part of its continuing efforts to maintain the public image, popularity and integrity

of cricket, and in particular to take the strongest possible stand against the scourge of match-fixing and related corruption in the sport, the ICC has adopted and implemented the **Code**.

3. The Code (i) sets out details of the conduct that, if committed by a Participant in relation to International Matches, will be considered an offence under the Code, (ii) provides ranges of sanctions that are to be imposed in the event of the commission of such offence, and (iii) establishes the disciplinary procedures to be followed following allegations of such offence.
4. Mr. Ahmed is a Pakistani national who has been residing in the UAE. He was born on 26 March 1985 and is therefore currently 36 years old. Between January 2018 and October 2019, he represented the UAE in 16 One Day Internationals and 12 Twenty20 Internationals.
5. Mr Hayat is a Pakistani national who has been residing in the UAE. He was born on 28 August 1982 and thus is 38 years old. Between January 2018 and February 2019, Mr Hayat represented the UAE in 9 One Day Internationals and 4 Twenty20 Internationals.
6. Mr Ahmed and Mr Hayat played together on the UAE team and previously shared accommodation.
7. In their respective international careers, Mr Ahmed attended at least four ICC anti-corruption education sessions and Mr Hayat attended at least three ICC anti-corruption education sessions, which contain reminders of the obligations of Participants under the Code. Neither Player has claimed ignorance of those obligations.

### **III Jurisdiction**

8. Code Article 1.4.1 provides that the following persons will constitute 'Players' and thus 'Participants' bound by the Code:

*“any cricketer who:*

*1.4.1.1 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."*

9. It is not in issue that at the time of the events underlying the Charges, both Mr Ahmed and Mr Hayat fell within the definition of a Player, since both had represented the UAE in International Matches within the previous 24 months. Mr Ahmed last represented the UAE in a T20 in October 2019. Mr Hayat last represented the UAE in an T20 in February 2019.
10. Code Article 1.5 stipulates 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 International 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 the Anti-Corruption Code, and to comply with those requirements (where applicable);*

*1.5.3 to submit to the jurisdiction of the ICC to investigate apparent or suspected Corrupt Conduct that would amount to a violation of the Anti-Corruption Code;*

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

11. The jurisdiction of the ICC over Mr Ahmed and Mr Hayat and of the Tribunal over the charges brought against them is not disputed.

#### **IV The Charges**

12. The charges against Mr Ahmed were the following

A breach of Code Article 2.1.3 (*“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 International Match; or (b) ensure for Betting or other corrupt purposes the occurrence of a particular incident in an International Match”*) on the basis of his acceptance of a payment of AED 15,000 (a Reward) from a known corrupter on the understanding that further instructions would be provided to him (and Mr Hayat) with regards what they would be expected to do in upcoming matches in the ICC World T20 Qualifiers 2019 in exchange for the payment.

A breach of Code Article 2.4.2 (*“Failing to disclose to the ACU (without unnecessary delay) the receipt of any gift, payment, hospitality or other benefit, (a) that the Participant knew or should have known was given to him/her to procure (directly or indirectly) any breach of the Anti-Corruption Code, or (b) that was made or given in circumstances that could bring the Participant or the sport of cricket into disrepute”*) on the basis of his failure to disclose to the ACU (without unnecessary delay) the receipt of the payment of AED 15,000 from [Mr Y] that he knew, or should have known, was given to him to procure a breach of the Code, and/or which was also given in circumstances that could bring him or the sport of cricket into disrepute (i.e. where he accepted payment from a known corrupter/bookie).

As an alternative to charge no. 2, a breach of Code Article 2.4.3 (*“Failing to disclose to the ACU (without unnecessary delay) all gifts (whether monetary or otherwise), hospitality and/or other non-contractual benefits offered to a Participant that have a value of US\$750 or more, whether or not the circumstances set out in Article 2.4.2 are present, save that there shall be no obligation to disclose any (i) personal gifts, hospitality and/or other non-contractual benefits offered by or on behalf of any close friend or relative of the Participant, (ii) any food or beverage gifts or (iii) cricket hospitality gifts in connection with Matches the Participant is participating in”*) on the basis that Mr Ahmed failed to disclose to the ACU (without unnecessary delay) the receipt of a payment of AED 15,000 from [Mr Y], which amounted to a gift with a value of more than US\$ 750.

A breach of Code Article 2.4.4 (*“Failing to disclose to the ACU (without unnecessary delay) full details of any approaches or invitations received by the Participant to engage in Corrupt Conduct under the Anti-Corruption Code”*) on the basis that he failed to disclose to the ACU (without unnecessary delay) full details of the approach he received from [Mr Y], which included the payment of AED 15,000, to engage in Corrupt Conduct at the Qualifiers.

A breach of Code Article 2.4.5 (*“Failing to disclose to the ACU (without unnecessary delay) full details of any incident, fact, or matter that comes to the attention of a Participant that may evidence Corrupt Conduct under the Anti-Corruption Code by another Participant, including (without limitation) approaches or invitations that have been received by another Participant to engage in Corrupt Conduct under the Anti-Corruption Code”*) on the basis that he failed to disclose to the ACU (without unnecessary delay) details of the receipt by Mr Hayat of the AED 15,000 from [Mr Y], which was paid to him in the expectation that he would engage in Corrupt Conduct in the upcoming Qualifiers.

13. The Charges against Mr Hayat were the following

A breach of Code Article 2.1.3 (*“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 International Match; or (b) ensure for Betting or other corrupt purposes the occurrence of a particular incident in an International Match”*) on the basis of his acceptance of a payment of AED 15,000 (a Reward) from a known corrupter on the understanding that further instructions would be provided to him and Mr Ahmed with regards what they would be expected to do in upcoming matches in the ICC World T20 Qualifiers 2019 in exchange for the payment.

A breach of Code Article 2.4.2 (*“Failing to disclose to the ACU (without unnecessary delay) the receipt of any gift, payment, hospitality or other benefit, (a) that the Participant knew or should have known was given to him/her to procure (directly or indirectly) any breach of the Anti-Corruption Code, or (b) that was made or given in circumstances that could bring the Participant or the sport of cricket into disrepute”*) on the basis of his failure to disclose to the ACU (without unnecessary delay) the receipt of the payment AED 15,000 from [Mr Y] that he knew, or should have known, was given to him to procure a breach of the Code, and/or which was also given in circumstances that could bring him or the sport of cricket into disrepute (i.e. where he accepted payment from a known corrupter/bookie).

As an alternative to charge no. 2, a breach of Code Article 2.4.3 (*“Failing to disclose to the ACU (without unnecessary delay) all gifts (whether monetary or otherwise), hospitality and/or other non-*

*contractual benefits offered to a Participant that have a value of US\$750 or more, whether or not the circumstances set out in Article 2.4.2 are present, save that there shall be no obligation to disclose any (i) personal gifts, hospitality and/or other non-contractual benefits offered by or on behalf of any close friend or relative of the Participant, (ii) any food or beverage gifts or (iii) cricket hospitality gifts in connection with Matches the Participant is participating in*") on the basis that Mr Hayat failed to disclose to the ACU (without unnecessary delay) the receipt of a payment of AED 15,000 from [Mr Y], which amounted to a gift with a value of more than US\$ 750.

A breach of Code Article 2.4.4 (*"Failing to disclose to the ACU (without unnecessary delay) full details of any approaches or invitations received by the Participant to engage in Corrupt Conduct under the Anti-Corruption Code"*) on the basis that he failed to disclose to the ACU (without unnecessary delay) full details of the approach he received from [Mr Y], which included the payment of AED 15,000, to engage in Corrupt Conduct at the Qualifiers.

A breach of Code Article 2.4.5 (*"Failing to disclose to the ACU (without unnecessary delay) full details of any incident, fact, or matter that comes to the attention of a Participant that may evidence Corrupt Conduct under the Anti-Corruption Code by another Participant, including (without limitation) approaches or invitations that have been received by another Participant to engage in Corrupt Conduct under the Anti-Corruption Code"*) on the basis that he failed to disclose to the ACU (without unnecessary delay) details of the receipt by Mr Ahmed of the AED 15,000 from [Mr Y], which was paid to him in the expectation that he would engage in Corrupt Conduct in the upcoming Qualifiers.

14. The Articles relied on in support of the Charges against Mr Ahmed and, mutatis mutandis, Mr Hayat raise no difficulties of construction. As will appear hereafter the issues to be determined by the Tribunal are essentially those of fact only. Under Code Article 3.1, the burden is on the ICC to establish each of the elements of the charges against Mr Ahmed and Mr Hayat to the comfortable satisfaction of the Tribunal, bearing in mind the seriousness of the allegation made.<sup>1</sup>

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<sup>1</sup> Code Article 3.1 states: *"Unless otherwise stated elsewhere in this Anti-Corruption Code, the burden of proof shall be on the ICC 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*

## V Overview

15. The bare bones of the ICC's case against Mr Ahmed and Mr Hayat is that they met with a known corrupter [Mr Y] ("[Mr Y]") in a car park in Ajman sometime in late August/ early September 2019 during which meeting he handed them AED 15,000 in cash and told them to keep it and that he would give them further details as to what they were expected to do for it at a later date. Neither Mr Ahmed nor Mr Hayat reported the receipt of this money to the ICC's ACU.
16. The UAE was due to participate in the ICC World T20 Qualifiers in the UAE in October 2019 (the "Qualifiers") and it is alleged that the Players understood that this payment of the AED 15,000 anticipated their engagement in corrupt conduct during the Qualifiers, with precisely what would be expected of them to be provided at a later date. WhatsApp messages between the Players suggest that the Players and [Mr Y] were trying to arrange a meeting on 7 September 2019, at which, it is to be inferred, details of what they would be asked to do in the Qualifiers would be given to them. The Players say that this meeting did not in fact take place.

## VI The Investigation

17. In October 2019, the ICC ACU commenced an investigation into allegations that members of the UAE senior international team may have had dealings with a known corruption network controlled by an Indian man named [Mr Y]. Steven Richardson, the ICC ACU's Coordinator Investigations, testified that the ACU had known of [Mr Y] for some time because he had been reported as having approached a number of players (either directly or via a third party) to get them involved in corruption in cricket. The ACU was also aware that [Mr Y] had been involved in unsanctioned cricket tournaments which had corruption and betting links.
18. On 6 October 2019 as part of this investigation, the ICC ACU interviewed Mr Ahmed at the ICC's offices in Dubai. This interview was recorded and transcribed. During this interview, Mr Ahmed provided the following information to the ACU:

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*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."*

18.1 He had attended several ACU education sessions and he knew that if somebody offered him something to fix a match or a session that amounted to corruption.<sup>2</sup>

18.2 After being shown a photograph of [Mr Y], Mr Ahmed said that he recognised him, as the man had tried to speak to him recently at a domestic game.<sup>3</sup>

18.3 In particular, in early September 2019, while training with his domestic club in Ajman, [Mr Y] (whose name at that time Mr Ahmed did not know) approached Mr Ahmed and told him that he wanted to meet him. Mr Ahmed said he asked [Mr Y] why he wanted to meet him, but [Mr Y] did not explain<sup>4</sup>. Because [Mr Y] was at that point a stranger to Mr Ahmed, as was the man who accompanied him, and because Mr Ahmed felt they looked suspicious, he told them that he did not want to meet.<sup>5</sup>

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<sup>2</sup> “[ICC 1]: So if somebody offered you something to fix a match or fix a session, would you understand that to be corruption? [ICC 2]: [URDU 00:26:09] match fixing [URDU 00:26:10] spot fixing [URDU 00:26:12] corruption. MOHAMMAD ASHFAQ AHMED: [URDU 00:26:18]. [ICC 2]: Yes. He says yes, that is corruption.

<sup>3</sup> “[ICC 1]: Okay. If I show you image number one, do you recognise that person? MOHAMMAD ASHFAQ AHMED: Yeah, I think this man. [ICC 1]: Yes. MOHAMMAD ASHFAQ AHMED: I think so. [ICC 1]: Where do you recognise him from? [ICC 2]: [URDU 00:33:57]. MOHAMMAD ASHFAQ AHMED: [URDU]. [ICC 2]: He says his number is also in my – MOHAMMAD ASHFAQ AHMED: In, in – [ICC 2]: Mobile. He met me a few days before. [ICC 1]: Okay. So if I – let me open your mobile up. And explain to me, explain to me the meeting. What happened at the meeting that you had with him? [ICC 2]: [URDU 00:34:20]. MOHAMMAD ASHFAQ AHMED: No, no, [URDU 00:34:23]. [ICC 2]: He says he got my WhatsApp number from someone. [ICC 1]: Okay. [ICC 2]: And then he sent me a few messages, and I just asked him that who are you. [ICC 1]: Okay. [ICC 2]: When he was there in Zimbabwe. MOHAMMAD ASHFAQ AHMED: No, no, no, in Zimbabwe, here [URDU 00:34:47]. Zimbabwe [URDU 00:34:50]. [ICC 1]: This is – [ICC 2]: [URDU 00:34:50]. MOHAMMAD ASHFAQ AHMED: [URDU] first class match [URDU 00:34:56] domestic [URDU 00:34:59] [00:35:00] [URDU 00:35:00]. [ICC 2]: He saw him in ground in domestic matches few days before.”

<sup>4</sup> “[ICC 1]: So where did you actually meet him? Explain to me how you met him and how you got to speak to him. [ICC 2]: [URDU 00:36:56]. MOHAMMAD ASHFAQ AHMED: [URDU] domestic cricket [URDU 00:37:00] Ajman [URDU 00:37:02]. [ICC 2]: He says like he met me – MOHAMMAD ASHFAQ AHMED: [URDU 00:37:12]. [ICC 2]: He met me in Ajman when we were playing domestic cricket, and he met me and he said that I want to meet you. [ICC 1]: Okay. [ICC 2]: And then I asked him that why you want to meet me. [ICC 1]: And what did he say? [ICC 2]: [URDU 00:37:30]. MOHAMMAD ASHFAQ AHMED: [URDU]. [ICC 2]: He says that he just told me to that I want to meet you and I then told him why you want meeting me? Then send me a message and I then deleted message.”

<sup>5</sup> “[ICC 1]: Okay. And when you met him, what in the ground, was he alone? Was he on his own? [ICC 2]: [URDU 00:44:20]. MOHAMMAD ASHFAQ AHMED: [URDU]. [ICC 2]: No, there were two. MOHAMMAD ASHFAQ AHMED: [URDU]. [ICC 1]: Okay, and can you describe the other person? [ICC 2]: [URDU 00:44:31]. MOHAMMAD ASHFAQ AHMED: [URDU]. [ICC 2]: He says that they were suspicious, so I did not really meet with them. [ICC 1]: How were they suspicious? [00:45:00] [ICC 2]: [URDU 00:45:00]. MOHAMMAD ASHFAQ AHMED: [URDU]. [ICC 2]: He says they were just trying to – MOHAMMAD ASHFAQ AHMED: Just [URDU 00:45:13]. [ICC 2]: He says that they just wanted to see me and meet me so I told him why you want to meet, and



18.4 Mr Ahmed later received a WhatsApp message from an unknown person asking to meet with him, although no reason was given for why he thought that the message had been sent by a woman so, in order not to alert his wife to the fact that he was in contact with another woman, he saved the phone number under his [redacted]'s name, [redacted].<sup>6</sup>

18.5 About two weeks later, a profile photograph was uploaded to this WhatsApp number which consisted of a photograph of [Mr Y] and an older lady. At this point Mr Ahmed realized that the original message had not come from a woman but come from [Mr Y] and, because he had not liked the latter when he met him at the ground in Ajman, he immediately deleted the message chat.<sup>7</sup>

18.6 During his interview on 6 October 2019, as Mr Richardson explained, Mr Ahmed was served with a Demand issued pursuant to Code Article 4.3 in which he was required to

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*they look suspicious so and when they uploaded his picture, so I just deleted it. [ICC 1]: Did they do anything to make you think they were suspicious? [ICC 2]: [URDU 00:45:35]. MOHAMMAD ASHFAQ AHMED: [URDU]. [ICC 2]: He says that they were not known to me, they were these strangers, so why they wanted to meet me, so I told them that I don't want to meet."*

*<sup>6</sup> "[ICC 1]: Okay. No problem. No problem. Now in relation to the name you gave him in your phone, you were trying to not alert your wife that you had been contacted by a female? [ICC 2]: [URDU 00:55:56]. MOHAMMAD ASHFAQ AHMED: [URDU]. [ICC 2]: [URDU]. MOHAMMAD ASHFAQ AHMED: [URDU]. [ICC 2]: He says – MOHAMMAD ASHFAQ AHMED: [URDU 00:56:15]. [ICC 2]: He says that I just gave him this name because he was talking to me as a girl. I never wanted to hide him from my wife. [ICC 1]: You wanted to hide him from your wife. MOHAMMAD ASHFAQ AHMED: Sorry? [ICC 2]: [URDU 00:56:39]. MOHAMMAD ASHFAQ AHMED: [URDU] just chatting [URDU 00:56:45]. [ICC 2]: [URDU]. MOHAMMAD ASHFAQ AHMED: [URDU]. [ICC 2]: [URDU]. MOHAMMAD ASHFAQ AHMED: [URDU]. [ICC 2]: [URDU]. First he was trying to hide that name from his wife. But when he saw the DP and then he thought that he is the same man, then he deleted him. I don't know why [URDU 00:57:12]. MOHAMMAD ASHFAQ AHMED: [URDU]. [ICC 2]: Okay, the same name is of his cousin also. So that is the reason he gave him this name. [ICC 1]: So what did the girl – [ICC 2]: [INDISCERNIBLE 00:57:29]. [ICC 1]: Initially say her name was that you thought you were speaking to? [ICC 2]: [URDU 00:57:36]. MOHAMMAD ASHFAQ AHMED: [URDU]. [ICC 2]: He said that she just few messages we exchanged, and she said I want to meet you. And then I asked her that why you want to meet me? [ICC 1]: So how did you know it was a girl? [ICC 2]: [URDU 00:58:03]. MOHAMMAD ASHFAQ AHMED: [URDU]. [ICC 2]: She was talking like a girl. [ICC 1]: I don't understand. [ICC 2]: Message. [ICC 1]: Tell me how. [ICC 2]: [URDU 00:58:14]. MOHAMMAD ASHFAQ AHMED: [URDU]. [ICC 2]: [URDU]. MOHAMMAD ASHFAQ AHMED: [URDU]. [ICC 2]: [URDU]. MOHAMMAD ASHFAQ AHMED: [URDU]. [ICC 2]: He says that she just started off talking to me as a female, so that is the reason I came to know that she is a girl."*

*<sup>7</sup> "[ICC 1]: Why did you delete the message? MOHAMMAD ASHFAQ AHMED: Sorry? [ICC 2]: [URDU 00:38:00] delete [URDU 00:38:00]. MOHAMMAD ASHFAQ AHMED: [URDU]. [ICC 2]: He says that we are told – MOHAMMAD ASHFAQ AHMED: [URDU 00:38:14]. [ICC 2]: That – MOHAMMAD ASHFAQ AHMED: [URDU 00:38:16]. [ICC 2]: No meet such people so [INDISCERNIBLE 00:38:18]. MOHAMMAD ASHFAQ AHMED: [URDU 00:38:18] matches [URDU 00:38:20]. [ICC 2]: And that I did not like him, so that was the reason I – but he did not tell me to do anything wrong."*

surrender his mobile devices which the ACU considered might contain information relevant to their investigation to the ACU for downloading. Mr Ahmed agreed to do so.

19. As is described by Mr Richardson, following the interview Mr Ahmed's mobile phone [redacted]) was downloaded by the ACU and its contents were reviewed. These included a number of WhatsApp voice and text messages exchanged between Mr Ahmed and Mr Hayat, inter alia, on 7 September 2019 during which they discussed a potential meeting with an individual referred to as "Sardar" (who, they both later accepted, was a reference to [Mr Y]).
20. On 20 October 2019, Mr Ahmed was again interviewed by the ACU. In this interview, Mr Ahmed was asked specifically about the WhatsApp messages he and Mr Hayat had exchanged on 7 September 2019. The messages were shown/played to Mr Ahmed in their original Urdu form.
21. In this interview Mr Ahmed provided the ACU with the following information relevant to the charges against him:

21.1 Following his initial meeting with [Mr Y] at the ground in Ajman, they exchanged about 6 or 7 WhatsApp messages over the course of about a week, although at that stage Mr Ahmed did not know that it was [Mr Y] whom he was messaging. Once [Mr Y] changed his profile picture to one of himself, Mr Ahmed said he realized that it was [Mr Y], not a woman whom he had been messaging and so he stopped talking to or messaging him.<sup>8</sup>

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<sup>8</sup> "[ICC 1]: Okay. Right. I'm just going go through to start off... the pictures that we went through last time, okay. The photographs, the images that we went through last time. [ICC 2]: HINDI [00:09:27 - 00:09:29] [ICC 1]: Okay. Image 1, which... [ICC 2]: HINDI [00:09:36 - 00:09:39] MOHAMMAD ASHFAQ: HINDI [ICC 1]: Which you had in your phone as [redacted]? MOHAMMAD ASHFAQ: HINDI [00:09:44 - 00:10:07] [ICC 2]: He says that initially... I thought he is a female, so I saved her with the name of [redacted]. MOHAMMAD ASHFAQ: I told you before. [ICC 2]: But when he uploaded his photo on the WhatsApp DP, only then I... MOHAMMAD ASHFAQ: After two weeks. [ICC 2]: I was reminded that he is the same person who met me two weeks back. [ICC 1]: Okay. Just to confirm that last time you said to us, you met this person about a month prior to when we interviewed you at Ajman... Stadium, is that correct? MOHAMMAD ASHFAQ: HINDI [00:10:39 - 00:10:53] [ICC 2]: He says that when I was bowled out in a match, so I was coming out from the ground and then he met me, he called me, and he said, I want to see you, you have well played and I want to meet you. So he said, You're unknown to me so I won't meet you. Saying that he went into the dressing room. [ICC 1]: Okay. And that was about a month ago? [ICC 2]: HINDI [00:11:13 - 00:11:26] MOHAMMAD ASHFAQ: HINDI [ICC 2]: He says it was around two weeks prior to October 6<sup>th</sup>. [ICC 1]: Okay. So, two weeks prior to that. MOHAMMAD ASHFAQ: HINDI [00:11:33 - 00:11:57] [ICC 2]: He's say... he's saying that we exchanged only six or seven

21.2 Mr Ahmed confirmed that he had engaged in the WhatsApp messages with Mr Hayat on 7 September 2019.<sup>9</sup>

21.3 While Mr Ahmed was initially reluctant to identify who 'Sardar' was, and gave several different explanations as to his identity<sup>10</sup>, as set out below he ultimately accepted that 'Sardar' was a reference to [Mr Y] and that he and Mr Hayat had been in contact with [Mr Y].

21.4 When asked about the 7 September messages and arranging to meet someone with Mr Hayat, he said that he had received a call from someone on a local number offering to take him for dinner,<sup>11</sup> and that the person who called him, whose name he could not remember, said that they would talk about "forthcoming matches" during dinner.<sup>12</sup> However, he reiterated that no meeting or dinner took place.<sup>13</sup>

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*messages after one week when he met me in the ground and then after two to three days when I saw his DP, he was the same person, so then after that we didn't talk to each other.*

<sup>9</sup> "[ICC 1]: Okay. And then you... we then have the message, WhatsApp message re Sardar. So what does that message mean because that was your reply... to that voice mail? [ICC 2]: HINDI [00:44:59 - 00:45:10] MOHAMMAD ASHFAQ: HINDI [ICC 2]: HINDI MOHAMMAD ASHFAQ: HINDI [ICC 1]: It's your message. MOHAMMAD ASHFAQ: Yeah, yeah. I have messaged but I don't know why..."

<sup>10</sup> Initially, Mr Ahmed said that the Sardar reference was to an Indian player in his team, then to someone who provides him with bats and gloves, then to a friend of his called [redacted] with whom he plays snooker, and then to another friend, [redacted], before finally saying that he did not meet anyone that night because the person did not turn up.

<sup>11</sup> Despite initially saying that he did not know why this man wanted to meet him and that there was no talk of corruption during this call.

<sup>12</sup> "[ICC 2]: He says that he wanted to talk about the matches... forthcoming matches. [ICC 1]: Okay. Okay, that was a break, just one of the hotel staff. So, he's wanting to talk about the forthcoming matches. What was he wanting to talk about in relation to the forthcoming matches? MOHAMMAD ASHFAQ: HINDI [00:21:11 - 00:21:28] [ICC 2]: HINDI MOHAMMAD ASHFAQ: HINDI [ICC 2]: He says that... he said that we will have dinner together and we will talk about forthcoming matches, but we did not meet him. [ICC 1]: So, what were you going to speak about in relation to the matches? [ICC 2]: HINDI [00:21:42 - 00:21:47] MOHAMMAD ASHFAQ: HINDI [ICC 2]: He... he when we should have met then he should have told us. [ICC 1]: Ashfaq, but what was... what was the meeting going to be about? You know, and... I know, what was the meeting going to be about? I want you to tell me what the meeting was going to be about. [ICC 2]: HINDI [00:22:02 - 00:22:07] MOHAMMAD ASHFAQ: HINDI [ICC 2]: He says he... I told him that if you want a break... whenever you want a break we can do that. He says that we can have a break."

<sup>13</sup> "[ICC 2]: He says that... he said that we will have dinner together and we will talk about forthcoming matches, but we did not meet him."

21.5 Mr Ahmed was aware that Mr Hayat may also have been in contact with this individual.<sup>14</sup>

21.6 He and Mr Hayat may have talked about why this man wanted to meet with them, and Mr Hayat suggested that they should meet him to find out who he was.<sup>15</sup>

21.7 When asked about the voice message with Mr Hayat on 7 September which refers to 15,000, he said that the unknown individual paid him and Mr Hayat the 15,000 but did not tell them what they had to do in exchange.<sup>16</sup>

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<sup>14</sup> “[ICC 1]: Okay, okay and did that man just speak to you or did he speak to Amir as well? HINDI: [00:03:30 - 00:03:34] [ICC 2]: He said maybe that he was in contact with Amir. [ICC 1]: Do you know whether he was in contact with Amir? HINDI: [00:03:42 - 00:03:46] [ICC 2]: He says I think he... had a contact with him. [ICC 1]: How do you know that? HINDI: [00:03:52 - 00:04:06] [ICC 2]: He says... he was in contact with him. [ICC 1]: How do you know? HINDI: [00:04:12 - 00:04:16] [ICC 2]: He says I know that he was in contact. [ICC 1]: But tell me how, how did... you know that Amir was speaking to that man... HINDI: [00:04:22 - 00:04:27] [ICC 2]: He says I don't know how, but I know that he was in contact. [ICC 1]: That doesn't make sense though Ashfaq. You... HINDI: [00:04:37 - 00:04:44] [ICC 2]: He says maybe he was in contact with him now. [ICC 1]: You are not sure. Okay. So did you and Ashfaq... [ICC 2]: Can I ask him a question? [ICC 1]: Yeah. HINDI: [00:05:01 - 00:05:19] [ICC 2]: I said now you said that I am not confirmed that he was in contact and in the message you say that please you message him yourself. Now he says that yes I knew that he is in contact, it is confirmed.”

<sup>15</sup> “[ICC 1]: So you knew he was in contact. So did you and Amir discuss this gentleman? Did Ashfaq and Amir talk about the gentleman you are going to meet? HINDI: [00:05:44 - 00:06:03] [ICC 2]: He says that yes we... may have talked... that why he want to meet us. [ICC 1]: And what was that conversation. What... what did you discuss between you? HINDI: [00:06:14 - 00:06:19] [ICC 2]: He said that we should meet him... and try to make out that who is he, who the person is, yes. [ICC 1]: Who said we should meet him? HINDI: [00:06:28 - 00:06:33] [ICC 2]: He says that I don't remember. [ICC 1]: Right who arranged the meeting between the man and you and Amir? Who arranged for that meeting that night? HINDI: [00:06:50 - 00:07:03] [ICC 2]: He says that I don't know. [ICC 1]: What... did you discuss with Amir that this man might be seeking to make a corrupt approach to you? HINDI: [00:07:15 - 00:07:33] [ICC 2]: He said that we did not discuss cricket. He just had to meet us.

[ICC 1]: But you said you were looking to meet... or this man is looking to meet you in relation to the forthcoming matches... cricket matches? HINDI: [00:07:45 - 00:07:52] [ICC 2]: He said maybe that he wanted to. [ICC 1]: No you... you said that the... the meeting was to discuss the forthcoming matches. That's what you said before the break. HINDI: [00:08:03 - 00:08:15] [ICC 2]: He said... said maybe that he... was talking about the comin... incoming... upcoming matches. [ICC 1]: Which matches was he talking about? HINDI: [00:08:21 - 00:08:29] [ICC 2]: He said, maybe I said maybe... he talk about the upcoming matches. [ICC 1]: That's not what you said... ASHFAQ AHMED: No confirm...

[ICC 1]: So, what did he... what did the man say that he wanted to meet you for? HINDI: [00:08:44 - 00:08:54] [ICC 2]: He said that we had to go for a dinner that if we... would have gone for a dinner then he would have talked to us, then we should have known that what he was talking about.”

<sup>16</sup> “[ICC 2]: He says that he paid us 15,000 in dirham... physically. HINDI: [00:19:43 - 00:19:46] [ICC 2]: Yes, he gave us cash 15,000 and we asked... and Amir asked to tell him to pay us 15,000 more for this task. HINDI: [00:19:55 - 00:20:14] [ICC 2]: He says I was not with Amir when he... paid it to... 15,000 to Amir. [ICC 1]: Okay and why did that man pay you and Amir 15,000 dirhams. HINDI: [00:20:30 - 00:20:53] [ICC 2]: He says that he... he told me that he has paid me 15,000 and... he asked for more 15,000, 15,000 more. I am asking him that when he paid him, so you must have asked him that what... why he has paid... paid him. HINDI: [00:21:11 - 00:21:45] [ICC 2]: I am asking him... telling him that may not have executed,

21.8 Eventually he accepted that he and Mr Hayat met with this man in an open place in Ajman, whereupon the man gave them the 15,000 and told the players to keep the money as a gift and he would give them details later. Mr Ahmed stated that, in his view, the details that he would be given later would be in relation to future matches.<sup>17</sup>

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*but there was a plan. HINDI: [00:21:50 - 00:22:07] [ICC 2]: He said that he just gave us the money to keep it with you and he did not tell us what to do."*

<sup>17</sup> *"[ICC 2]: He says two days or three days prior to this day when the chatting took place, he met. [ICC 1]: Okay. You... you met with him? HINDI: [00:24:39 - 00:24:43] [ICC 2]: He met in Ajman. [ICC 1]: You met with him in Ajman. You... and the man? HINDI: [00:24:46 - 00:24:49] [ICC 2]: He met Amir in Ajman. [ICC 1]: Okay and what happened? HINDI: [00:25:00 - 00:25:11] [ICC 2]: I am asking him that at what place he met. He said it was not hotel... he must have met in the... the open. HINDI... [ICC 2]: In the open. [ICC 1]: See I have a bit of difficulty here, okay. Because the first message when you are speaking to Amir, the man is coming in to you even to the point where on that night where he wants to meet late, the man is asking you to inform Amir, which would suggest the man is in contact with you and not Amir. HINDI: [00:25:44 - 00:26:29] [ICC 2]: I am telling him that he says that maybe. It is not maybe that he has to... be in contact or not in, he says no, it is confi... HINDI: [00:25:44 - 00:26:48] [ICC 2]: Yes, he was in contact with him. [ICC 1]: Ashfaq was in contact with him. [ICC 2]: No... he says Amir was also in contact with him. He... he says that it is confirmed because this maybe is not, I don't know, maybe means and he maybe and may not be, but he... is just telling us the story that it maybe or it may not be. You see that that can't happen. It has to be either yes or no. [ICC 1]: We need you to be specific. So the meeting in Ajman two days prior, about two days prior to this conversation, okay. What was discussed at that meeting? HINDI: [00:27:25 - 00:27:46] [ICC 2]: He... he says that I asked Amir, then he says that he just has given me the money and he said that you keep it with you. [ICC 1]: So, who kept the money, you or Amir? HINDI: [00:27:56 - 00:28:01] [ICC 2]: It was with Amir. He kept the money. [ICC 1]: Okay and why was the money given, by the man? HINDI: [00:28:06 - 00:28:12] [ICC 2]: He says that I don't know. [ICC 1]: I think you do know. Can I just say to here, okay? If we got a situation where you are asked to do something, but you haven't done it and you've failed to report an approach to you. This could be an opportunity for you to say yes. I was asked to do that, but... and I failed to report, okay, but I haven't done any corrupt in a match. HINDI: [00:28:39 - 00:29:17] [ICC 2]: He says yes I... I am at fault. I should have told you before. HINDI: [00:29:21 - 00:29:56] [ICC 2]: I am asking him that he has paid you the money, okay? [ICC 1]: Yes. [ICC 2]: ... to keep it with you, but for what? Will we go and have dinner with this, will we go and have sweets with this and what... what... what... what? HINDI: [00:30:10 - 00:30:30] [ICC 2]: At times, he says, now he says that he met us. HINDI: [00:30:33 - 00:31:16] [ICC 2]: He says that he just told us to keep... HINDI: [00:31:21 - 00:32:00] [ICC 2]: He says yes, we both were... were receiving the money. [ICC 1]: Yes. HINDI: [00:32:04 - 00:32:14] [ICC 2]: You tell us the truth, it will benefit you. [ICC 1]: Yes. HINDI: [00:32:20 - 00:32:51] [ICC 2]: I am asking him that what happened at that time when he paid you and Amir the money and then what he says that he just told us to keep this money and we will dis... give you the details later. I said about what? [ICC 1]: Okay, so what... what details was he going to give you later? Was that in relation to future matches? ASHFAQ AHMED: Maybe I think so. [ICC 1]: You think so. Okay. Did he mention which matches? Was it for the qualifiers or was... which matches was it for? ASHFAQ AHMED: I don't know m'am. [ICC 1]: Okay. So, did he ask you to underperform in future matches for the money? HINDI: [00:33:31 - 00:34:01] [ICC 2]: He says that he... gave that money to us as a gift that you keep it with you and we will talk the details later. [ICC 1]: Did you in your mind think it was corruption. He was making cor... corrupt approach 'cause you don't know this man. HINDI: [00:34:16 - 00:34:18] [ICC 1]: And you're not... you're are not stupid... you're are not stupid [ICC 2]: He said he... should have told us later that... [ICC 2]: He said he just gave us as a gift that you keep it with you. [ICC 1]: Ashfaq, how many people give you 7 and a half thousand dirham for nothing. What did you expect? This was the corruption, wasn't it? HINDI: [00:34:36 - 00:34:58] [ICC 2]: He says that I also thought that why he is giving us this money."*

21.9 He next accepted that the man he and Mr Hayat met and who gave them 15,0000 was [Mr Y].<sup>18</sup>

21.10 He accepts that he should have told the ACU about receiving this money earlier but said that he was afraid of telling the truth.<sup>19</sup>

21.11 Mr Hayat was in contact with [Mr Y] before he was and it was Mr Hayat who told him that he had to meet with [Mr Y].<sup>20</sup>

21.12 He accepted that it was strange to meet someone in a car park and for that person to hand over money and that he was worried about why the man given him that much money.<sup>21</sup>

21.13 When asked about the fact that on his phone there were communications between him and [Mr Y]'s number in late April 2019, just after the time when the UAE team were playing Zimbabwe, he said he had no idea about those communications and someone

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<sup>18</sup> “[ICC 2]: Shown him the picture, he will tell us who was he. HINDI: [00:40:56 - 00:41:02] [ICC 1]: This was the man you met? ASHFAQ AHMED: Yeah. [ICC 1]: [Mr Y]. ASHFAQ AHMED: Yeah. [ICC 1]: And that was in the park in Ajman? ASHFAQ AHMED: Yeah. [ICC 1]: So, why didn’t you tell us this... to start off with? And this was on... a couple of weeks before the 7<sup>th</sup> of September? HINDI: [00:41:16 - 00:41:29] [ICC 2]: May be one or one and a half... half week before the conversation, before 7<sup>th</sup> September. [ICC 1]: Okay, okay. So, [Mr Y] gave you and Amir 15,000 dirhams, okay. What did he... ask you in... to do for that? HINDI: [00:41:48 - 00:41:59] [ICC 2]: He says that he gave us the money to keep it with you. He did not talk to us about any details of that. [ICC 1]: And you’d only met him a month prior to... HINDI: [00:42:13 - 00:42:26] [ICC 2]: He said that it was a first meeting and he gave us the money that it is gift for you.”

<sup>19</sup> “[ICC 2]: He says that I should have told you earlier, that was better. [ICC 1]: Well why didn’t you? HINDI: [00:39:57 - 00:40:01] [ICC 2]: He said I am, I was afraid. [ICC 1]: Afraid of what? HINDI: [00:40:05 - 00:40:10] [ICC 2]: He said that I was afraid that if I tell you the truth... HINDI: [00:40:18 - 00:40:20] [ICC 2]: He says that I was afraid that what happened to them, the same thing will happen to me.”

<sup>20</sup> “[ICC 2]: He says that he was in contact... before me was in contact with Amir. [ICC 1]: Okay. HINDI: [00:44:47 - 00:44:58] [ICC 2]: He said that Amir told me that we have to meet him. I said, Why? You did not... why he... asked you to meet him? [ICC 1]: Okay. So, Amir told you that you had to meet him, so where did Amir get in contact with him? Who... who put him and Amir in contact? HINDI: [00:45:16 - 00:45:20] [ICC 2]: He says that... I don’t know that.”

<sup>21</sup> “[ICC 1]: Okay, okay. And did you not think it was very strange meeting somebody in the park and they were handing money over to you? HINDI: [00:45:55 - 00:46:01] [ICC 2]: Yeah first time, yes I... definitely... I got worried that why he has given me this much of money? [ICC 1]: And did you not ask him why he was giving the money to you? HINDI: [00:46:09 - 00:46:12] [ICC 2]: He said that it is a gift for you, keep it. [ICC 1]: Did you not ask Amir, why he was giving you money? HINDI: [00:46:19 - 00:46:34] [ICC 2]: He said that Amir told me that you keep this money. I said then you must have kept the money. He said, no, the money was kept with Amir.”

else must have used his phone to make those calls. He reiterated that he had not met [Mr Y] until early September.<sup>22</sup>

21.14 He accepted that he knew it was very odd to be given such a large sum of money and that it was potentially given to him for corrupt purposes.<sup>23</sup>

21.15 He accepted that he had every opportunity to report this matter to the ACU, and should have done so, including during his first ACU interview on 6 October 2019 when he was shown [Mr Y]'s photograph or following the ACU education session he attended at the Qualifiers on 12 October 2019 where [Mr Y]'s picture was again shown, but that he had not done so.<sup>24</sup>

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<sup>22</sup> “[ICC 1]: Okay. Now, part of this, okay and I am thanking you... you for being so candid part of it rings true, but I need you to explain to me ‘cause you keep saying that you’ve only known him for a little while. I need you to have a look at these conversations or telephone calls, communications between your phone and [redacted] which is [Mr Y]’s number and there are four communications here and, two of which were on the 24<sup>th</sup> of April, one which is the 25<sup>th</sup> of April and one which was the 26<sup>th</sup> of April. HINDI: [00:47:58 - 00:48:19] [ICC 2]: He says... during the match, my phone remains outside somewhere in my bag, so maybe somebody may have used my number and contacted him and that’s how he got my number. [ICC 1]: But there are several communications there, not just one. HINDI: [00:48:38 - 00:48:40] [ICC 1]: Between you and a corrupter, who you’ve insisted, you only met about six weeks ago, a month to six weeks ago, an... HINDI: [00:48:49 - 00:49:12] [ICC 2]: He said that my phone is in the bag and I go in the ground to play, so somebody may have used it. HINDI: [00:49:18 - 00:49:25] [ICC 1]: Ashfaq, okay. What you are saying is incredible, it is incredible. When did you first meet this man, [Mr Y]? HINDI: [00:49:36 - 00:49:40] [ICC 2]: He said that I have met him two weeks prior to this conversation on 7<sup>th</sup> September. [ICC 1]: I don’t believe him... ASHFAQ AHMED: Before I have not met him... I didn’t call him. [ICC 1]: When did you... when did you first have communications with him? HINDI: [00:49:53 - 00:50:04] [ICC 2]: He says I don’t know how these calls are on. [ICC 1]: They’re on your phone in April, just after the Zimbabwe series. HINDI: [00:50:13 - 00:50:18] [ICC 1]: A series that this man was in Zimbabwe for and this man tried to corrupt with a number of UAE players. ASHFAQ AHMED: I don’t know. [ICC 1]: Well, I think you should think about it. HINDI: [00:50:33 - 00:51:01] [ICC 2]: I told him this number is locked, how can anybody use it? [ICC 1]: Yeah, exactly. [ICC 2]: He said I have locked it a month prior to this incident. [ICC 1]: That’s... What you are saying is incredible, but... what we’ve got at the moment, okay. In and around or just after Zimbabwe, you’re in contact with the main person, the main corrupter and you then meet him later on in Ajman. So, are you the main person in the UAE, who’s working with these corruptors? Are you the man who is in-charge? HINDI: [00:51:30 - 00:52:03] [ICC 2]: He says, I don’t know, but who has used my phone, I did not contacted him. I just contacted him two... two weeks before that conversation on 7<sup>th</sup> September and I don’t know who has used this. ASHFAQ AHMED: Before I have not met him and not call him.”

<sup>23</sup> “[ICC 2]: He says that time and again I’m telling you that we did not discuss the matches or details of that money, but he told us. [ICC 1]: Okay. So, you didn’t discuss the details, but in your head, you knew that it was very, very odd and it was potentially for corrup... for corruption. HINDI: [00:55:59 - 00:56:03] [ICC 2]: Yes, he says, Yes, I was...”

<sup>24</sup>. “[ICC 1]: So... and you agree that you should have reported that at the time? HINDI: [00:56:10 - 00:56:21] [ICC 2]: He says, yes, I should have told you. [ICC 1]: Okay. You should have reported it on 6<sup>th</sup> of October when we were speaking to you, and showed you this... man’s picture. HINDI: [00:56:28 - 00:56:35] [ICC 2]: He says, I was fully scared at that time. HINDI: [00:56:38 - 00:56:41] [ICC 1]: And you had another opportunity when you were given your education talk by [redacted]. [ICC 3]: On the 12<sup>th</sup> October at the education session. HINDI: [00:56:54 - 00:57:01] [ICC 3]: And I put on the big screen, the pictures. HINDI: [00:57:03 - 00:57:13] [ICC 2]: He says that I don’t...”

22. In the evening of 20 October 2019 following his second interview with the ACU, Mr Ahmed went to dinner with his teammate [redacted] during the Qualifiers, [Player A], together with another teammate, [redacted].<sup>25</sup> [Player A] was subsequently interviewed by the ACU and provided a witness statement in which he said:

22.1 On 20 October 2019, he and another teammate, [redacted], arranged to have dinner with Mr Ahmed because he knew that Mr Ahmed had been interviewed by ACU that day.

22.2 When he and [redacted] picked Mr Ahmed up in their car, Mr Ahmed immediately said to them that *“he had made a mistake, that he had taken some money and that he had been asked by the ICC ACU about that money”*.

22.3 When he asked Mr Ahmed about the money, Mr Ahmed had told him that he and Mr Hayat had been given a packet containing AED 15,000 when they met someone in a car park near their houses.

22.4 Mr Ahmed told him that the man who had given him and Mr Hayat the money was a man who had approached Mr Ahmed while he was playing cricket in Ajman and to whom Mr Ahmed had given his number.

22.5 He ([Player A]) was shocked and angry about what Mr Ahmed had told him.

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*understand much, but he said that I'm showing... he showed us the picture. HINDI: [00:57:20 - 00:57:22] [ICC 2]: Yes, he said, yes, the picture... or his picture was also there. [ICC 3]: So, he had a chance to come and tell us... HINDI: [00:57:23 - 00:57:33] [ICC 2]: He says, I'm wrong, I did not tell. [ICC 1]: And Ashfaq, when was the first time you saw this man's picture because he has been shown in a number of educations? When was the first time you saw his picture? HINDI: [00:57:42 - 00:57:49] [ICC 2]: He says that first time I have seen it on 6<sup>th</sup> of October. [ICC 1]: Okay. And do you agree that in relation to the gift you received, you and Amir, with the 15,000 dirhams that should have been reported as well? HINDI: [00:58:07 - 00:58:18] [ICC 2]: Yes, he says, I should have informed... the report.”*

<sup>25</sup> As appears from the combined evidence of [Player A] and [Player B], the ACU only found out about the dinner because [Player B] informed the ACU after he had spoken to Mr Ahmed and that [Player A] had told him about the dinner. That is why [Player A] was interviewed.



22.6 When he returned to the hotel with Mr Ahmed, Mr Ahmed asked him what he should do, to which he [Player A] responded by telling Mr Ahmed to tell the team coach [redacted].

22.7 Mr Ahmed then messaged [Player B] who came to their hotel room whereupon Mr Ahmed told [Player B] what he had told him [Player A] earlier.

23. The ACU also interviewed [Player B] and he also provided a witness statement for use in these proceedings in which he said:

23.1 Late in the evening on 20 October 2019 he received a message from Mr Ahmed asking to meet him, with Mr Ahmed subsequently telling him that he had a problem and he [Mr Ahmed] needed to speak to him [Player B] about it.

23.2 When he went to Mr Ahmed's room, Mr Ahmed told him [Player B] that he [Mr Ahmed] and Mr Hayat had met a man who had given them AED 15,000. Mr Ahmed told him that the money had been given to both Mr Ahmed and Mr Hayat together, but that he [Mr Ahmed] did not personally take the money, Mr Hayat did.

23.3 He asked Mr Ahmed why he took the money, to which Mr Ahmed responded that he took it as pocket money. Mr Ahmed also told him that he did not do anything as a result of being given the money.

23.4 Mr Ahmed then asked him for help, but he [Player B] told him [Mr Ahmed] that as he [Mr Ahmed] had taken the money, he [Player B] did not think that Mr Ahmed was in a position to ask for help.

23.5 Following Mr Ahmed's disclosure of this, he reported the matter to the ICC ACU and subsequently provided a full account in an interview with the ACU on 22 October 2019.

24. On 7 November 2019 Mr Hayat was interviewed by the ACU. As is again described in Mr Richardson's statement, this interview was recorded and transcribed. During this interview Mr Hayat provided the following information to the ACU:

24.1 He had met [Mr Y] on one occasion – he had received a phone call from Mr Ahmed who had told him to come down and meet him as he had someone with him who wanted to meet him. Mr Ahmed and Mr Hayat were at that time living near to each other, When he went down the man with Mr Ahmed i.e., [Mr Y], handed over AED 15,000 in cash to Mr Ahmed.<sup>26</sup>

24.2 The meeting took place in a car park in front of Fathima's supermarket in Ajman, near Mr Ahmed's building.<sup>27</sup>

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<sup>26</sup> “[ICC 1]: All right. The first person or... the first two people I'm going to show you, that is one. A man called [Mr Y]. Do you know that person? They're all the same person, they're just different pictures of him. [HINDI 00:23:56] [ICC 4]: He has met him once. [ICC 1]: Explain to me what that meeting was about. [HINDI 00:24:03] [ICC 4]: Okay he says Ashfaq phoned him one day and told him to come down, he wants to meet him, and there's somebody there to meet him. Apparently they both live close to each other, so when he came down this person was there and... [HINDI 00:25:19] [ICC 4]: I'm a little confused... okay... [ICC 1]: What's he trying to say? [ICC 4]: I'm asking him... he says that there was money involved, that he has come there to give the money, so I'm trying to understand who he gave the money to, but he's gone off onto... into a different direction saying about some license, company license and stuff. [ICC 1]: Some money was involved. Explain to me what money was involved. [HINDI 00:26:11] [ICC 4]: 15,000 dirhams. [ICC 1]: What... Right. So what was the 15,000 dirhams for? [HINDI 00:26:24] [ICC 4]: He says Ashfaq phoned him to come down, that they have to collect som... that he has to collect some money from somebody, so they both went down and Ashfaq took 15... that this guy handed over 15,000 to Ashfaq...”

<sup>27</sup> “[ICC 1]: Where did the handover of cash take place? Exp... Describe it to me where it took place. [HINDI 00:39:52] [ICC 4]: Near that Fathima supermarket he says. [ICC 1]: Which Fathima supermarket? [HINDI 00:40:05] MOHAMMED AMIR HAYAT: [PH] Ajman. [ICC 1]: Okay. Near your house? [HINDI 00:40:09] MOHAMMED AMIR HAYAT: Ah okay. Yes. [ICC 1]: Yes? Describe to me where this handover took place. [HINDI 00:40:17] [ICC 4]: It's a building, it's a parking lot in front of Ashfaq's building. They met him there. [ICC 1]: Okay and Ashfaq's building is very near your building? [HINDI 00:40:42] [ICC 4]: Close by.”

24.3 As far as he knew, the money was for Mr Ahmed to use to renew the trading licence of [redacted], Mr Ahmed s company.<sup>28</sup> Mr Ahmed then handed the 15,000 to him, and he handed it over to Mr Ahmed’s business partner [redacted].<sup>29</sup>

24.4 When asked why Mr Ahmed did not just hand to money to his business partner [redacted] himself, Mr Hayat said that Mr Ahmed wanted him [Mr Hayat] to be the intermediary.<sup>30</sup>

24.5 When asked about the messages with Mr Ahmed on 7 September, he said first that he did not remember who Sardar was.<sup>31</sup>

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<sup>28</sup> “[ICC 4]: I’m asking him... he says that there was money involved, that he has come there to give the money, so I’m trying to understand who he gave the money to, but he’s gone off onto... into a different direction saying about some license, company license and stuff. [ICC 1]: Some money was involved. Explain to me what money was involved. [HINDI 00:26:11] [ICC 4]: 15,000 dirhams. [ICC 1]: What... Right. So what was the 15,000 dirhams for? [HINDI 00:26:24] [ICC 4]: He says Ashfaq phoned him to come down, that they have to collect som... that he has to collect some money from somebody, so they both went down and Ashfaq took 15... that this guy handed over 15,000 to Ashfaq... [HINDI 00:27:04] [ICC 1]: If you can just translate as he’s going Lorraine, because I want to ask questions. I don’t want you just to go off on a tangent, so... [ICC 4]: He says that that 15,000, there’s a history there that Ashfaq and his friend have some company, and it was for some renewal of the... company license. [ICC 1]: Okay, stop there. What company are we talking about? Name the company? Just the name of the company? It’s not hard. You don’t need to think if... MOHAMMED AMIR HAYAT: Yeah, I remember the... the... company name... [HINDI 00:28:06] [ICC 1]: Amir, what is the name of the company? MOHAMMED AMIR HAYAT: ... give me one minute... [redacted].”

<sup>29</sup> “[ICC 1]: Okay, and what happened to the money? Once Ashfaq’s taken possession of the money, where did the money go? [HINDI 00:31:29] [ICC 4]: He wants to explain about his friend and that company and everything. [ICC 1]: No, no, no. Answer the question. We can go into that if it becomes relevant. What happened to the money once Ashfaq took possession of it? [HINDI 00:31:56] [ICC 4]: Ashfaq told him to keep the money, so he’s handed, Ashfaq is handed over that 15,000 to him. Now he says with this guy there was another person too. He doesn’t know who that person is. [ICC 1]: Okay, so let’s just talk about the money first. So you’ve got the money now. You’re in possession of the money. [HINDI 00:32:39] [ICC 1]: And then what happened to the money? [HINDI 00:32:48] [ICC 4]: He says Ashfaq and his friend [redacted] have a company which is called that [redacted] whatever. MOHAMMED AMIR HAYAT: Yes. [ICC 4]: And to renew the license, Ashfaq is supposed to give 30,000 dirhams. [HINDI 00:33:47]

[ICC 4]: He was supposed to give 30, so he’s collected the 15 from this person and given to him. [ICC 1]: Okay, and what happened to the money once you got it? [HINDI 00:33:58] [ICC 4]: So he’s handed it over to [redacted].

[ICC 1]: When did you hand that over to him? [HINDI 00:34:07] [ICC 4]: He says the next day.”

<sup>30</sup> “[ICC 1]: Why didn’t Ashfaq hand the money to [redacted]? [HINDI 00:35:55] [ICC 4]: He was using him as an intermediary just in case there’s any issues.”

<sup>31</sup> “[ICC 1]: Okay, okay. And then there is text message... which is timed at 12:52 p.m. And the message is this one, 12:52 p.m, and it’s in English, it says, Okay that Sardar that’s coming today. What was discussed? What happened to him? This message here. [HINDI 01:56:46] [ICC 1]: Who is Sardar? [HINDI 01:56:54] MOHAMMED AMIR HAYAT: Sardar, Sardar, Sardar... [HINDI 01:56:56] (30 sec pause) [ICC 4]: He thinks it’s a friend of his, not his, of Ashfaq’s, but he doesn’t know who that is. He can’t remember. [ICC 1]: But... the text message is Ashfaq saying Sardar is coming today, but he’s asking you what was discussed and what happened to him? So, who is Sardar? [HINDI 01:57:50] [ICC 4]: He says if he hears the next voice message maybe he’ll remember who that is and what it was about. [ICC 1]: Okay, let’s play this one for you. RECORDING: The next audio file is the same date, the 7th of

24.6 Eventually, after a number of long pauses and prevarications, he accepted that Sardar was a reference to [Mr Y].<sup>32</sup>

24.7 He was given [Mr Y]'s number by Mr Ahmed at some time over the last 3 months. He said Mr Ahmed told him [Mr Y] was a bookie.<sup>33</sup> Other than saying 'hi' to [Mr Y] he was not in regular contact with him.<sup>34</sup>

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September, it's at 12:52 p.m. from Amir to Ashfaq. [HINDI 01:58:28] **[ICC 1]:** Now, in English, we've got, you've sent Ashfaq. No, no I haven't talked. It's good that you reminded me. I will text him and will tell you after I texting. [HINDI 01:58:48] **[ICC 4]:** He agrees that's what he said that he hasn't spoken as yet. But he can't remember who this Sardar is. **[ICC 1]:** I think you can remember, who is Sardar? [HINDI 01:59:08] **MOHAMMED AMIR HAYAT:** Sardar, Sardar... [HINDI 01:59:19] **[ICC 4]:** He says he can't remember who that is. **[ICC 1]:** Amir, do you want us to have a break here and then you can sit and think about this? [HINDI 01:59:30] (42 sec pause) **[ICC 1]:** Who is Sardar? You know who Sardar is. You just need to tell the truth. [HINDI 02:00:16] **[ICC 4]:** He thinks that somebody... he is trying to figure out who they were calling Sardar. **[ICC 1]:** Who is Sardar? You know who Sardar is. Do you want a break? Do you want to think about this? Because there's lots more to come. Who is Sardar? **MOHAMMED AMIR HAYAT:** Sardar, Sardar, Sardar. (29 sec pause)

**[ICC 1]:** Amir, this is ridiculous. [HINDI 02:01:33] **[ICC 1]:** You need to tell the truth here. [HINDI 02:01:36] **[ICC 4]:** He says I've told everything. I've told the truth throughout. I just can't remember who he calls Sardar. From what he says, it seems like there's somebody who they nicknamed Sardar. **[ICC 1]:** Who is Sardar? You know who Sardar is. (21 sec pause) **MOHAMMED AMIR HAYAT:** Sardar. **[ICC 1]:** You know exactly who Sardar is. [HINDI 02:02:34] **[ICC 1]:** I said at the beginning about being truthful, okay. [HINDI 02:02:44] **MOHAMMED AMIR HAYAT:** Mm-hmm. **[ICC 1]:** And it will also help you if you help us to help you. But you've got to tell us the truth. [HINDI 02:02:54] **[ICC 1]:** I've sat in interviews with a number of your ex-teammates. And we've had this situation where they think they just need to sit back and wait to see what we've got and some of them have ended up being charged. I don't want you to be charged if you're an innocent person. [HINDI 02:03:20] **[ICC 1]:** Who is Sardar? (14 sec pause) **MOHAMMED AMIR HAYAT:** Sardar, Sardar, Sardar."

<sup>32</sup> **[ICC 4]:** Okay, [redacted], you've got your answer. [HINDI 02:04:43]. **[ICC 1]:** Right, so you're pointing to [Mr Y]. **[ICC 4]:** [Mr Y], Sardar [HINDI 02:04:49] [HINDI 02:04:50] **[ICC 4]:** So, they're both discussing, they are saying Sardar and that is the person he is identifying as the Sardar. **[ICC 1]:** Okay, now in the audio, you say to Ashfaq that you haven't spoken to him... but you will text... him, Sardar, and then you will tell Ashfaq what the outcome of the text is. So, it's you that's in contact with [Mr Y]."

<sup>33</sup> **[ICC 1]:** Yeah, you tell Ashfaq that you will contact this man, okay. And you will tell him what the... results of the text is. So, when did you first meet this man and when did you first have contact with [Mr Y]? [HINDI 02:06:45] **[ICC 4]:** Okay, he has never met him. [HINDI 02:07:13] **[ICC 4]:** He has never met him. Ashfaq gave him the number and he has chatted with Ashfaq, chatted with him. [HINDI 02:07:21] **[ICC 4]:** He says because he's been out of the team for the last eight to nine months. **[ICC 1]:** Okay, so when did Ashfaq give you this man's number? [HINDI 02:07:33] (14 sec pause) **MOHAMMED AMIR HAYAT:** Number, number, number... [HINDI 02:07:52] **[ICC 4]:** He can't remember. **[ICC 1]:** Is it a long time ago? Years or this year? [HINDI 02:08:02] **[ICC 4]:** He ranges from one to three months. **[ICC 1]:** Okay and why did Ashfaq give you this man's number? [HINDI 02:08:22] **[ICC 4]:** Okay, now he is coming out with the truth. He says Ashfaq told him that he is a bookie.

**[ICC 1]:** So, Ashfaq told you that [Mr Y] was a bookie, okay. **[ICC 4]:** Okay."

<sup>34</sup> **[ICC 4]:** He only said 'Hi' to him. He has not messaged anything to him. **[ICC 1]:** Okay. [HINDI 02:10:36] **[ICC 1]:** And... so two, three months or so, you have contacted him and you've only said hello to him? [HINDI 02:10:45] **[ICC 4]:** He says he's never spoken to him regularly."

24.8 When confronted, he accepted that he “*did feel a little bad*” for meeting with [Mr Y] and Mr Ahmed when he knew [Mr Y] was a bookie and for accepting possession of the 15,000 from [Mr Y].<sup>35</sup>

24.9 While stating that he did not know why [Mr Y] gave them the money, he accepted that the only reason that a bookie would give money to cricketers in a car park in the dark was for corrupt purposes.<sup>36</sup>

24.10 He assumes that the money was given to him and Mr Ahmed in order to do some fixing in the upcoming Qualifiers (even though ultimately Mr Hayat was not picked as part of the UAE squad).<sup>37</sup>

24.11 He did not in fact meet with [Mr Y] on 7 September or thereafter as a short while later he returned to Pakistan.<sup>38</sup>

24.12 In those circumstances he accepts that he should have reported the matter to the ACU and he made a mistake in not doing so.<sup>39</sup>

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<sup>35</sup> “[ICC 1]: Amir, let me repeat it. You and Ashfaq meet a bookie, you know he’s a bookie, and he hands over 15,000 dirhams to you and Ashfaq and you take possession of the money. Did you not think that was strange? [HINDI 02:18:17] [ICC 4]: He says in a way I did feel a little bad.”

<sup>36</sup> “[ICC 1]: Okay, well you actually left about a month later, okay. So, not a few days, a month later. Why would a bookie give cricket players money in a car park in the dark? [HINDI 02:23:41] [ICC 4]: He himself is saying they... would do that only for match fixing. [ICC 1]: Exactly. [HINDI 02:23:56] [ICC 4]: He is agreeing that he would... he would have given... a bookie would have given money that late in the night for fixing. [ICC 1]: There is no other reason for a bookie or a corruptor to give money to cricketers in that manner other than to match fix. [HINDI 02:24:25] [ICC 4]: He agrees with that. [ICC 1]: Okay.”

<sup>37</sup> “[ICC 1]: Okay, and what was being asked? What did... what did [Mr Y], [Mr Y] ask Ashfaq or you to do? I appreciate you didn’t play, but what were you... what were you asked to do for that money? [HINDI 02:31:24] [ICC 4]: He is assuming that the money is given for the qualifiers to do some fixing. He has no clue what the fixing was about.”

<sup>38</sup> “[ICC 1]: Okay, okay and did you meet with [Mr Y] that night? [HINDI 02:32:17] [ICC 4]: He says Ashfaq messaged him that ... [Mr Y] is going to come to meet them around 12:00 or 1:00 in the morning... [ICC 1]: Okay. [ICC 4]: But he told them that he can’t meet him because he has to go... MOHAMMED AMIR HAYAT: No morning, night. [ICC 4]: Night? MOHAMMED AMIR HAYAT: Yes. [ICC 1]: Okay. [ICC 4]: Early part of the morning. [ICC 1]: Okay, so you didn’t meet him because it was too late? [HINDI 02:33:07] [ICC 4]: Fitness test. He had a fitness test that morning, so he refused to [INDISCERNIBLE 02:33:15]. [ICC 1]: Okay. And did you meet him any other time after that? Because obviously there’s a meeting arranged. Certainly, things need to be discussed, so did you have a further meeting with [Mr Y] after this conversation? [HINDI 02:33:30] [ICC 4]: He says he didn’t meet him after that because after that he went to Pakistan.”

<sup>39</sup> “[ICC 1]: Okay, okay, and... in relation to that and that was prior to this conversation, do you admit or accept that you should have reported the handover of this money? [HINDI 02:29:07] [ICC 4]: He agrees that it’s a mistake, that he should have reported it.”

24.13 He was unsure as to when the meeting with [Mr Y] at which the money was handed over took place.

24.14 He did not know what [Mr Y] wanted him and Mr Ahmed to do in terms of any fixing in the Qualifiers. He said that the interactions with [Mr Y] all took place via Mr Ahmed, not him, and Mr Ahmed would just keep him informed.<sup>40</sup>

24.15 He was not initially able to respond when the 10.19 pm message on 7 September in which he tells Mr Ahmed to ask for at least 15,000 from [Mr Y] was put to him. Eventually he said that he was asking for 15,000 more because the price for company license that needed to be renewed was 30,000.<sup>41</sup>

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<sup>40</sup> “[ICC 4]: He says I have not spoken to that guy, whatever plans were there was with Ashfaq. [HINDI 02:48:00] [ICC 4]: He says that he’s never spoken to them. They... they... he... it would be Ashfaq and the guy who always interacted and Ashfaq would keep him informed.”

<sup>41</sup> “[ICC 1]: Amir, Amir, Amir. Okay. You counted the money, you’ve already said that to us but, okay. This conversation is all on the 7th of September. You’re telling me you didn’t go to the the handover until the 8th of September. So, what you are saying is not believable, okay. This conversation on the 7th of September which you’re telling me took place prior to the money being handed over, you’re actually asking for at least 15 thousand dirhams. Okay, there’s no mention of money being light, not being enough money. This is you asking for money, asking for more money at least 15 thousand. [HINDI 03:01:13] [ICC 4]: He first says that the money, he took the money, he counted it and gave it to Ashfaq. Then he says, no, no, no, I actually have the money with me and... I told Ashfaq that that’s 15 thousand and that’s for the license, for the renewal of the company license... [ICC 1]: No, no, no. Let me stop about this rubbish. You’re talking rubbish okay. You are talking rubbish. MOHAMMED AMIR HAYAT: No, no, no. [ICC 1]: We know and we’ve been told that you went to meet [Mr Y], money was handed over and then you asked for more money. You said what you’d been given wasn’t enough for what you’d been asked to do. You’re nodding. [HINDI 03:02:41] [ICC 4]: He is going back to the same thing saying that he, he asked for 15 thousand more... MOHAMMED AMIR HAYAT: More. [ICC 4]: Because the renewal of the license is 30 thousand. [ICC 1]: No, Amir. You’ve got nothing to do with that, okay. And that was just rubbish to start off with. You’re asking for... you’re asking all right, and let’s get these stories straight. Ashfaq is talking about meeting [Mr Y], we’ve agreed that, fact. You’ve agreed that, we’ve agreed it, okay. You are talking on that night to meet [Mr Y]. You’re then telling-saying to Ashfaq, I can’t meet at 12:00, it’s too late. I’ve got a fitness test tomorrow, I want to go to bed, have some warm milk. Okay? You then said Ashfaq, or Ashfaq says to you but they’re flying out tomorrow, that’s why they need to meet to finalize things, finalize the matters. Okay? And then you said to him, You just tell him that we want more money, okay. At least 15 thousand. And there’s no mention, okay, of this 15 thousand being for a license. This is to a bookie who has handed over money in the dark, in the open air, in Ajman. And somebody you said the only reason he would hand over that money would be for match fixing. Let’s forget about all this rubbish to do with the license. You know it’s rubbish, I know it’s rubbish. You’re looking silly, very silly. And what you’re doing is you’re just going down the line that you’re going to get...you’re going to ruin your cricketing career if you tell any more lies. That won’t be a decision for me to be made, but from what you’re doing at the moment is you’re just being very silly and playing a very silly game. We both know what happened, okay. [HINDI 03:04:36] [ICC 4]: He is insisting that money was for a license, and he says there was a... was a message in that saying that we need 15 thousand, we want to renew the license. [ICC 1]: The next message which is text message, and it’s from Ashfaq to you, and he writes Brother, please you handle this matter of money yourself. And that’s at 10:23 p.m. MOHAMMED AMIR HAYAT: Yes. [ICC

## VII Procedural History

### *Mr Ahmed*

25. On 13 September 2021 the ICC issued a Notice of Charge to Mr Ahmed containing the Charges set out above. Mr Ahmed was provisionally suspended pending resolution of the charges.
26. On 27 September 2020, Mr Ahmed responded to the Notice of Charge. In his response, he stated:

*"I didn't do anything as u write in the email. I have committed just one mistake i met that person for 10 minutes. After that My match has started and i went there. We talked with him only about T10. He met with us as a owner of T10. They want a team for T10 and we want both of u for this. We will talk u later about this. We talked only about this. After that We went to play match. I did't meet that person before or after that time. I dont know even name of that person. I came to know of his name about Miss Huzil.*

*I have told u everything. If u dont believe I cant hire a lawyer for this.*

*If I know that they are not good person. I will tell u firstly. I did only this mistake. I never included in fixing and bribery.U can check my messages that u have.I didn t receive any money nor perform any mistake.If I know about this before I definitely tell u*

*If u say that [Player A] and [Player B] told u that I accepted in front of them that I got money,If it is so then both of them are also telling a lie.Otherwise they are also included with me in getting any money/I didn t get any money I ve told u. only talk about mistake if u have any proof that I made fixing or talk with other person about our team or any gift that i receive .u can tel me if I receive any gift and from where...*

*UAE is my second country.It gave me much respect.I can t do so evebn if my thoughtd.Only mistake that I did,I should tell us that I accept. But I cant accept fixing and bribery.Only write about truth.*

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**1]:** Yes, okay. **MOHAMMED AMIR HAYAT:** No, no, no. [HINDI 03:06:04] **[ICC 4]:** He is agreeing. **[ICC 1]:** Exactly. So he is telling you, No, you sort it out with [Mr Y], you sort the money side of it out, it's nothing to do with the license. [HINDI 03:06:28] **[ICC 4]:** He is saying that that particular conversation is meant for him to have with the license people about the money."

*I am not in the position to be the lawyer to be able to advocate for me.[Player A] and [Player B] has ,isrepresewtned you and you have charged me at his request so if I say these two were my companions,will you agree ? its been a full year sice. I have been sttinig at home doing what I HAVE TO DO.If I have meet,I would not pay internatiol. better than. I was playiny club cricket and other job.i m ver disappoointed my only mistake its that I did not tell you.*

*The UAE was my second home. I m foreover grateful to the country that gave me so much-an opportunity to play at the highest level,the means to earn a living and,.most importantly respect.*

*Ant that it why I cannot imagine compromising everything that I have earned to do something like this.*

*I cannot do thos to the UAE,which has given me so much,including transforming an ordinary cricketer to an international one.*

*Maybe I made a mistake.Maybe I should have reported those people who spoke to me in Ajman to the ICC.*

*Bui for so small a mistake I don t desereve this kind of punishment.*

*thank you. I m waiting for your reply'I".*

### **Mr Hayat**

27. On 13 September 2020 the ICC issued a Notice of Charge to Mr Hayat containing the charges set out above. Mr Hayat was provisionally suspended pending resolution of the charges.

28. On 27 September 2020, Mr Hayat responded to the Notice of Charge, stating:

*"I am going to submit my answer today. Whatever punishment I ll receive will accept , . Because the ICC gave me a name . I would like to say something in my defense. I admitted that I made a mistake in telling the ICC even knew every thing late but I was not involved in any such case. I was dragged into this matter only because of friendship. Ashfaq Ahmed who was my team mate and also in Room. When we were playing from Danube lions. From then on we all used to eat together because we used to play together. You can also ask about my character from where my career started. I have never been in such a situation before. Even if I had to go somewhere before, I rarely went with Ashfaq. I made it to the team with great difficulty. And International has*



been playing for almost a year and has never been involved in such an activity. My only fault is that I did not tell the ICC that Ashfaq has been involved in such activities and Ashfaq also told us about the whole matter later. I did not know anything before. For the last several months I have been trying to comeback. I was in the squad Zimbabwe tour but I did not play. After coming from there, there was a home series in the UAE even not selected for Netherlands tour and was not in the squad of qualifying matches. I was trying to come back in the international or in an international league. And I didn't know the rules of T-Ten, how players are taken. Ashfaq has been telling me for a long time that I have to meet a guy, we will play in the tournaments and we will play in leagues and as you have a record it will be that whenever he speaks to me I will be with him anywhere. I kept refusing to go and I always refused. One day when he said let's go together, I said it's late and I can't go anywhere. In the morning I have a fitness test. Then a few days later when we went to play in Ajman, he had called them there and I did not know until then. Then he said, "They bring other things out of the car. Then there were some people standing there with whom he was talking. Until then, I did not know what he was talking about and who he was talking about." He told me that as is usually the case in UAE tournaments, the players are told that you will play for our team. Will buy in a similar T-Ten team and play for his team. Even then I did not know what the matter was. Ashfaq had taken Rs 15,000 from him and he still has it. I did not take any money. Then Ashfaq told me that he will pay only fifteen thousand to play in the team but I was told that there is more money to play in the team so I said not so much money to play in the team if there is more money. If I have to, then we will play in another team. I meant that, but we spoke in short words, which gives the impression that I spoke for someone to take more money. Then when I came to Pakistan and later I found out that I had been bought in T-10, until then I also thought that this is why I came to the team. Then when my name was mentioned and there was a conversation with the team members, then Ashfaq's name came up in Corruption. The next day I was told that your name has been mentioned in Corruption, although Ashfaq is a liar. You can ask the team mate or the old team what his character was like. Then the team called me for camp but when I went to the ICC Academy for training or I was stopped from training then I found out why Ashfaq took my name and for what purpose. My cricket career is in ruins. Only Ashfaq's lie proved to be harmful for me. From that day until today I have been in financial crisis. I have always played cricket from the heart and play for dignity. I do not want to end my cricket with a scandal. My request is from all the panels to review the five charges that have been imposed on me after seeing all the things. Do whatever

*you decide on merit. I am not strong enough to hire a lawyer don't have enough money to afford it. It's my fault I didn't tell the ICC that Ashfaq meets someone like that or has a relationship with someone. I was skeptical but I wasn't sure I could say anything about anyone. Now it is up to you all to decide what is in our favor do everything on merit as we know ICC is always treats good with players I am not good in English hope understand all what I said . Thank you."*

## **VIII Disciplinary Proceedings**

29. On 29 November 2020 the charges against both Mr Ahmed and Mr Hayat were referred to the Chairman of the ICC Code of Conduct Commission ("the Chairman") with a request that the Chairman appoint a Tribunal to determine the charges against the two players.
30. On 21 December 2020, the parties were advised that the Tribunal appointed to determine the charges against the players comprised Michael J Beloff QC (as Chair), John McNamara and Imtiaz Uddin Ahmad Asif, Barrister.
31. On 5 January 2021, the Chair of the Tribunal issued directions (subsequently amended) with regards to the timetable for the exchange of written submissions.
32. On 5 January 2021 also the Chair of the Tribunal also directed, further to an application by the ICC pursuant to Code Article 5.1.2.4, that the disciplinary proceedings in relation to the charges against Mr Ahmed and Mr Hayat be consolidated on the basis of (i) convenience, (ii) to avoid the theoretical risk of inconsistent conclusions in the separate cases, and (iii) because no sufficient reason had been provided by the Player or was, in the Chair's view, discernible as to why justice requires any different direction.
33. The ICC and Mr Ahmed duly exchanged written submissions. Mr Hayat for his part stood by his e mail in Answer to the Charges.
34. On 5 May 2021 a hearing took place by video conference. The ICC was represented by Ms Sally Clark, Senior Legal Counsel to the ICC. Mr Ahmed and Mr Hayat represented themselves.

## IX The Evidence

35. The Tribunal was provided with the transcripts of the interviews carried out by the ACU with both Mr Ahmed and Mr Hayat. Apart from Mr Ahmed's statement that at the first of his two interviews, he was nervous, neither made any criticism of the way in which the interviews were conducted nor suggested that the transcripts were in any way inaccurate. Indeed, both positively averred to the Tribunal that they had told the truth in those interviews.
36. While the interviews were protracted by the reluctance of the Players to give clear and coherent answers to the questions put (sometimes with a degree of impatience) and were complicated by the need to conduct them with the aid of interpretation, neither Mr Ahmed nor Mr Hayat being anglophone,<sup>42</sup> the Tribunal is satisfied that it can discern the key admissions, even if made later rather than sooner.
37. The Tribunal read the emails sent by Mr Ahmed - 6 in all - and the two emails sent by Mr Hayat - in the wake of receipt of the Notices of Charge. Again both positively averred to the Tribunal that they had told the truth in those emails.
38. The Tribunal also read the WhatsApp messages between the two players found on Mr Ahmed's phone. It found these messages the most instructive part of the record because they were both contemporary and unaffected by any need of the part of the players to justify their actions to the ACU unlike in their interviews and post charge emails.
39. The Tribunal furthermore had the advantage of sound and sight of Mr Ahmed and sound and (intermittently) sight of Mr Hayat at the hearing itself. Their evidence was filtered by an interpreter. While, because of their unfamiliarity with the process, Mr Ahmed and Mr Hayat did not distinguish between submission and evidence or fully appreciate the function of cross-examination, and were frequently prone to interrupt each other, the Tribunal is satisfied that it grasped the essentials of the points each sought to make.

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<sup>42</sup> Their emails show some but by far from perfect knowledge of English.

40. The ICCs witnesses were Mr Steven Richardson (whose written statement was not challenged by either player) [Player A] and [Player B], the UAE team captain.

### **X Analysis**

41. The Players effectively made the case against themselves by what each said in interview, and, in Mr Ahmed's case, by his confession to his team mates [Player A] and [Player B]. The following facts were, in the Tribunal's view, clearly established.

First, Mr Ahmed and Mr Hayat accepted a payment of AED 15,000 from [Mr Y] in late August/early September 2019.

Second, whilst they were not asked to do anything specific in exchange for the money when it was handed over, they anticipated provision of such details later on.

Third, both knew that it was likely that the payment was given to them in order to get them to engage in corrupt conduct in or in relation to the imminent Qualifiers.

Fourth both anticipated and sought to arrange a further meeting with [Mr Y] at which, as the WhatsApp messages show, they intended to seek additional payment for their proposed corrupt activities.

Fifth, both acknowledged that they should have reported the payment and discussion to the ACU, which of course would only have been necessary if corruption of something proscribed by the Code was involved.

Sixth, both accepted that they had not done so.

42. The circumstantial evidence reinforced rather than undermined these conclusions. The Tribunal was unconvinced by Mr Ahmed's explanation for the deletion of his messages from [Mr Y]. In interview Mr Ahmed said that he originally thought that the messages were from a woman - though how he mistook the sex of the caller was never clear. ("*She was talking like a girl*" is unilluminating). He said that he had therefore saved those deleted messages under the name of [redacted] so as to conceal from his wife that he had been approached by some other female. Mr Ahmed then said it was only when he realized that the caller was the male

[Mr Y] that he chose to delete them. In oral evidence he backtracked and claimed that he saved his cousin's name by accident in his hurry - though how such accident could occur for that or any other reason was, as Mr Hayat suggested, implausible. The Tribunal is comfortably satisfied that Mr Ahmed knew full well that his caller was [Mr Y]; he saved it under a false name to cover his traces; and he deleted the messages for the same reason.

43. The use by both of the code name Sardar to conceal [Mr Y]'s actual identity is another indication of their shared understanding that his approach was corrupt. Mr Ahmed's statement that he was scared to report the events to the ICC and (by implication) would be subject to some sanction damaging to his family who depend upon him itself confirmed that he appreciated the corrupt nature of what he had become involved in.
44. Whether or not either knew before that meeting that [Mr Y] was a bookie<sup>43</sup> it was obvious that [Mr Y] did not give them the money as an act of gratuitous generosity. No plausible reason was vouchsafed by either why that sum should have been given to them by [Mr Y] (at that time, at that place or and in that way as each described it - i.e. late at night, in a car park<sup>44</sup>, and without any reason given) for any proper purpose.

45. The key WhatsApp messages, of 7<sup>th</sup> September 2019 as translated, stated:

*“ASHFAQ: ok and that Sardar is coming today what was discussed what happened to him  
[12.52 pm – text]*

*AMIR: No no ... I haven't talked. Its good that you have reminded me. I will text him, and  
will tell you after texting. [12.52 pm - voice]*

*ASHFAQ: Yes do.” [12.53 pm]*

...

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<sup>43</sup> Only Mr Hayat admitted to this knowledge which, however, he claims to have acquired from Mr Ahmed, see para 24.7 above.

<sup>44</sup> In his oral testimony Mr Ahmed backtracked and said that the truth was that they met in Mr Hayat's flat. This contradicted not only what he had said in interview, but what he had said to [Player A]. The Tribunal prefers his earlier version which is consistent with Mr Hayat's evidence throughout.

*ASHFAQ: Greetings Amir... how are you? All well? Okay Amir, I received a text, he said that he might be late. He said that he will definitely come, I received a text. Did you talk to them? He was asking me to tell you that he might get a bit late and that he might come after 12 because there is a problem with the papers. You text him and ask him when is he going to come. Okay! He asked me to tell you. I received his text. You also ask from him. Tell me by texting.” [9.20 pm – voice]*

*“AMIR: Ashfaq man, are you crazy? Why can’t you tell him by yourself? Text him that tomorrow is our fitness test, and that we have to sleep early today and that we cannot meet today. And it doesn’t make any sense to come after 12? And ask him to come tomorrow and come at any time tomorrow, we will meet in the evening tomorrow. After 12, we cannot meet because we have a fitness test tomorrow and we have to sleep early. I cannot meet, that’s it. I am going to have warm milk and I am going to sleep. [9.24 pm – voice]*

*“ASHFAQ: Brother, I have asked you to text him, and you are telling me things. I have told him, he said tomorrow is his flight and I have to settle down the matter. I said, “friend... see.. you text him”.. okay. He said that he has got a problem here, I will come a bit late. You text and ask him what he has to say now? Okay? He says “tomorrow morning is my flight, I cannot come tomorrow, I will go tomorrow.” [10.08 pm – voice]*

*“AMIR: okay then, you go because neither we have time now nor we can meet, and he has texted you, you reply him and say, “give us the money, if you cannot give us more, than at least give 15000. Say him exactly like this.” [10.19 pm – voice](Tribunal’s’ emphasis)*

*“ASHFAQ: Brother please you handle this matter of money yourself. [10.23 pm – text]”*

46. The Tribunal draws from that exchange the following clear conclusions; first that the Players had unfinished business with [Mr Y] and wished to meet him again; second that they did not consider they were being paid enough for what it was that they had to do for the money; third that the Players were in this scheme, whatever it was, together.

47. Mr Ahmed's claim at the hearing that he constantly asked Mr Hayat to return the AED 15,000 sits ill with these exchanges and there is no evidence to support his further claim that he was trying to broker a meeting with [Mr Y] in which that sum could be returned because Mr Hayat was refusing to respond to [Mr Y]'s attempts to make contact. On 6<sup>th</sup> September 2019, Mr Ahmed said in a WhatsApp message "*Give me the money I hve to send home OK*". This may be consistent with Mr Ahmed's claim that Mr Amir took possession of the 15,000, but not with his claim that he (Mr Ahmed) wanted no part of it.
48. Although during the hearing the focus was on the messages exchanged on 7 September 2019, the Tribunal noted that on 4<sup>th</sup> and 6<sup>th</sup> September 2019 there were interchanges between the players involving money though to what they related is not explained. Suffice it to say that there is nothing in them that on their face is at odds with the conclusions drawn in paragraph 41.
49. The Tribunal notes that there was uncontested evidence from Mr Richardson that Mr Ahmed's telephone revealed WhatsApp Calls logs between Mr Ahmed's phone and [Mr Y]'s phone in April 2019. Mr Ahmed's explanation both in interview and before the Tribunal was that someone must have used his phone to make calls without his knowledge. Precisely how this could have happened was not explored. It is not necessary for the Tribunal to conclude that Mr Ahmed's first contact with [Mr Y] was made earlier than autumn 2019 when it indisputably took place. It contents itself with saying (without making an adverse finding) that such earlier contact is a live possibility.
50. The contents of Mr Hayat's devices were less illuminating than those in Mr Ahmed's not least because he claimed his main dual sim phone had been stolen so could not be surrendered, and that the phone he handed over at interview was only used for WhatsApp messaging via Wi-Fi. The pickings on the latter phone were slim but not without some substance potentially material to the charges. The two bank withdrawal receipts identified on the photographs on its disclosed inter alia, a considerable increase in his account between 19 August and 14 September 2019<sup>45</sup> Mr Hayat claimed that this increase was the product of savings he made from his earnings in UAE. Given the fact that this matter was not explored in any depth before

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<sup>45</sup> Dated erroneously ascribed by Mr Richardson to 2018.

or at the hearing, the Tribunal again contents itself with saying (without making an adverse finding) that it was a live possibility that the increase represented at any rate in part money received from [Mr Y].

51. Mr Hayat made a particular point that at the time of [Mr Y]'s approach it was already clear that he would not be playing in the Qualifiers and hence would not have been a candidate to play a part of some form of fixing. However given that on Mr Hayat's own evidence first he was still in early September having fitness training sessions (which in the Tribunal's view was incompatible with his being entirely hors de combat), second that teams were selected for tournament 15 days before their start and third that the Qualifiers were not due to take place until later in October this argument could not avail him. In any event [Mr Y] might have assessed Mr Hayat as a potential influencer of those who were selected to play for the UAE in the Qualifiers, even if he was not a player himself.
52. Each of players waged a form of internecine forensic warfare against the other and sought to stigmatize the other as the ringleader, Both accused the other of initiating the meeting with [Mr Y] (although in the Tribunal's view what was critical was that both attended the meeting).
53. Mr Hayat's email containing his Answer claims that he was "*dragged into this matter only because of friendship*" i.e. with Mr Ahmed, who persuaded him, after several refusals, to meet with a person now admitted to be [Mr Y] but of whose identity and occupation he was then ignorant. He was told by his teammates that his name had been mentioned in connection with corruption which he ascribed to Mr Ahmed's lies.
54. In a further email dated 19 February 2021, after sight of Mr Ahmed's statements, Mr Hayat accused Mr Ahmed again of lying, and claimed that Mr Ahmed had a record of a serial greed at the expense of his team. He also asserted that examination of Mr Ahmed's phone records would confirm Mr Ahmed's culpability, whereas Mr Ahmed in his oral evidence pointed the finger at Mr Hayat as the culprit who might have borrowed Mr Ahmed's phone in April to speak to [Mr Y].



55. Mr Hayat was anyhow never able to explain with any credibility why he met with [Mr Y] together with Mr Ahmed unless both had the same objective to find out what [Mr Y] might have in mind (a point made by Mr Ahmed himself at the hearing).
56. In his interview with the ACU Mr Hayat suggested that he may have been needed to hand over the money required for the licence for Mr Ahmed's trading company to Mr Ahmed's business partner a [redacted] the next day which he did. This uncorroborated and convoluted case is in the Tribunal's view on its face difficult to accept. Mr Ahmed could have handed the money to [redacted] himself without use of any intermediary. And if, as Mr Hayat said in his Answer and oral testimony Mr Ahmed kept **all** the 15,000 Dirham, Mr Hayat would not have been able to hand over **part** of it to [redacted].
57. For his part Mr Ahmed in an email dated 26 January 2021, apparently sent after he had been apprised of Mr Hayat's version, disputed that he had any company for which he needed a licence. Indeed he claimed that it was Mr Hayat who was a friend of [redacted] (or [redacted]). In his oral evidence he went further and asserted that it was Mr Hayat's company which needed money to pay for a licence renewal. The Tribunal is in no position to choose between these rival versions, not least because neither Players took any steps to provide any documents relating to a trade license and [redacted] was never bought before the Tribunal as a witness. As a result, this uncorroborated and convoluted case is in the Tribunal's view on its face difficult to accept. In its view it has no need to make such a choice. The relevant question is not why or for what either Player needed the money but why they thought [Mr Y] gave it to them.
58. Each player further accused the other of being the one who took physical possession of the 15,000 dirhams.<sup>46</sup>
59. In his oral evidence Mr Ahmed clarified that although in his email to ICC of 2 February 2021,<sup>47</sup> he suggested that [Player A] and [Player B] were generally lying he was only challenging

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<sup>46</sup> The email containing Mr Hayat's Answer stated expressly that it was Mr Ahmed who took possession of the 15000 dirhams which he (Mr Ahmed) still had.

<sup>47</sup> His other emails to ICC of 1 January 2020 and 10 February 2021 were merely affirmations of what he had said and written earlier and neither added nor asserted any new facts.

that part of their statements which asserted that Mr Ahmed had - claimed to have himself - taken possession of the 15,000. This challenge bizarrely had no actual target since neither [Player A] nor [Player B] had made any such statement.<sup>48</sup> In any event the relevant question was not who took actual possession of the money but for whom it was intended.

60. As to this the highlighted passage in the WhatsApp message of 7<sup>th</sup> September shows Mr Hayat speaking of "we" i.e. **both** Players. When taxed with this by the Tribunal he claimed that this was "*a mistake*" i.e. that he had misspoken. This the Tribunal cannot accept. What is clear is that in the earlier meeting which **did** take place, both players met with [Mr Y] and in the meeting which apparently did not, it was certainly the plan that they should do so.
61. In the Tribunal's view which of Mr Ahmed and Mr Hayat was the star and which the supporting actor would go to sanction, if anything. On the basis of the material before it the Tribunal concludes that both had leading roles, or, to use another metaphor, it was six of one and half a dozen of the other.

## **XI Conclusion**

62. Based on the evidence summarised above, the Tribunal is comfortably satisfied that Mr Ahmed has breached Code Article 2.1.3 in that he accepted a payment of AED 15,000 (a Reward) which he understood to be in exchange for fixing or contriving to influence improperly the result, progress, conduct or any other aspect of the upcoming Qualifiers, with further details of what he would be asked to do to be provided in due course.
63. Based on the evidence summarised above and, Mr Ahmed's failure to report timeously or at all his receipt of a payment of AED 15,000 from [Mr Y], given to procure fixing or contriving to influence improperly the result, progress, conduct or any other aspect of the upcoming

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<sup>48</sup> It was never explained by Mr Ahmed why [Player A] or [Player B] would be disposed to lie about what on their evidence was a clear admission of guilt by Mr Ahmed and the Tribunal is not prepared to speculate. In that email Mr Ahmed also said "*I understand they are just joking*". If this is intended to mean, inconsistently with his primary case, that they were not lying but simply not speaking seriously, the Tribunal rejects that interpretation of their evidence, they found both those two witnesses credible, and in [Player B]'s case particularly impressive.

Qualifiers, the Tribunal is comfortably satisfied that Mr Ahmed has breached Code Article 2.4.2.

64. Based on the evidence summarised above and Mr Ahmed's failure to report his receipt of a payment of AED 15,000 from [Mr Y], a gift with a value of more than US\$ 750, the Tribunal is comfortably satisfied that Mr Ahmed has breached Code Article 2.4.3.

65. Based on the evidence summarised above, including, in particular, Mr Ahmed's acceptance that he should have reported his contact with [Mr Y] to the ICC and [Mr Y]'s invitation to him to engage in corrupt conduct. The Tribunal is comfortably satisfied that Mr Ahmed has breached Code Article 2.4.4.

66. Based on the evidence summarized above, and in particular the fact that Mr Ahmed did not report to the ACU the fact that Mr Hayat had (together with him) accepted a payment of AED 15,000 from [Mr Y], the Tribunal is comfortably satisfied that Mr Ahmed has breached Code Article 2.4.5.

#### **Charges Against Mr Hayat**

67. Based on the evidence summarised above, the Tribunal is comfortably satisfied that Mr Hayat has breached Code Article 2.1.3 in that he accepted a payment of AED 15,000 (a Reward) which he understood to be in exchange for fixing or contriving to influence improperly the result, progress, conduct or any other aspect of the upcoming Qualifiers, with further details of what he would be asked to do to be provided in due course.

68. Based on the evidence summarised above and Mr Hayat's failure to report his receipt of a payment of AED 15,000 from [Mr Y] (a person he has admitted he knew at the time to be involved in corruption in cricket), given to procure fixing or contriving to influence improperly the result, progress, conduct or any other aspect of the upcoming Qualifiers the Tribunal is comfortably satisfied that Mr Hayat has breached Code Article 2.4.2.

69. Based on the evidence summarised above and Mr Hayat's failure to report his receipt of a payment of AED 15,000 from [Mr Y], a gift with a value of more than US\$ 750, the Tribunal is comfortably satisfied that Mr Hayat has breached Code Article 2.4.3.
70. Based on the evidence summarised above, and, in particular, Mr Hayat's acceptance that he should have reported his contact with [Mr Y] to the ICC, and [Mr Y]'s invitation to him to engage in corrupt conduct, the Tribunal is comfortably satisfied that Mr Hayat has breached Code Article 2.4.4.
71. Based on the evidence summarized above, and in particular the fact that Mr Hayat did not report to the ACU the fact that Mr Ahmed had (together with him) accepted a payment of AED 15,000 from [Mr Y], the Tribunal is comfortably satisfied that Mr Hayat has breached Code Article 2.4.5.
72. For the foregoing reasons, the Tribunal finds that each of the charges made against Mr Ahmed and Mr Hayat has been proven to the standard required under Code Article 3.
73. The Tribunal directs that each party makes submissions as to sanction within 14 days of receipt of the final award. (It confirms that it will continue in any event to have in mind what the Players have already stated about the potential impact of sanctions upon their dependent families).

**Michael J Beloff QC (Chair)**

**John McNamara**

**Imtiaz Uddin Ahmad Asif**

**24 May 2021**

IN THE MATTER OF PROCEEDINGS BEFORE THE ANTI-CORRUPTION TRIBUNAL  
ESTABLISHED UNDER THE ICC ANTI-CORRUPTION CODE

BETWEEN:

INTERNATIONAL CRICKET COUNCIL (“ICC”)

-and-

(1) MR ASHFAQ AHMED

(2) MR AMIR HAYAT

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AWARD ON SANCTION

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**INTRODUCTION AND RANGE OF SANCTIONS**

1. In the Liability Award of the Tribunal dated 24 May 2021 (the **Liability Award**) the Tribunal concluded that both Mr Ahmed and Mr Hayat were guilty of the following five offences under the ICC Anti-Corruption (**Code**):<sup>49</sup>

1.1 Code Article 2.1.3 - *“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 International Match; or (b) ensure for Betting or other corrupt purposes the occurrence of a particular incident in an International Match”.*

(“the corruption offence”)

1.2 Code Article 2.4.2: *“Failing to disclose to the ACU (without unnecessary delay) the receipt of any gift, payment, hospitality or other benefit, (a) that the Participant knew or should have known was given to him/her to procure (directly or indirectly) any breach of the Anti-Corruption Code, or (b) that was made or given in circumstances that could bring the Participant or the sport of cricket into disrepute”.*

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<sup>49</sup> Liability Award, paragraphs 62-72.

- 1.3 Code Article 2.4.3: *“Failing to disclose to the ACU (without unnecessary delay) all gifts (whether monetary or otherwise), hospitality and/or other non-contractual benefits offered to a Participant that have a value of US\$750 or more, whether or not the circumstances set out in Article 2.4.2 are present, save that there shall be no obligation to disclose any (i) personal gifts, hospitality and/or other non-contractual benefits offered by or on behalf of any close friend or relative of the Participant, (ii) any food or beverage gifts or (iii) cricket hospitality gifts in connection with Matches the Participant is participating in”.*
- 1.4 Code Article 2.4.4: *“Failing to disclose to the ACU (without unnecessary delay) full details of any approaches or invitations received by the Participant to engage in Corrupt Conduct under the Anti-Corruption Code”.*
- 1.5 Code Article 2.4.5: *“Failing to disclose to the ACU (without unnecessary delay) full details of any incident, fact, or matter that comes to the attention of a Participant that may evidence Corrupt Conduct under the Anti-Corruption Code by another Participant, including (without limitation) approaches or invitations that have been received by another Participant to engage in Corrupt Conduct under the Anti-Corruption Code”.*

(“the non-disclosure offences”)

2. The range of Ineligibility for the above offences is prescribed by Code Article 6.2. For offences under Code Article 2.1.3 the minimum period of Ineligibility is five (5) years and a maximum of a lifetime, and for offences under Code Articles 2.4.2 - 2.4.5 the minimum period of Ineligibility is six (6) months and a maximum of five (5) years. Additionally, for each offence, the Tribunal has the discretion to impose a fine of such amount as it deems appropriate.
3. The Tribunal has carefully considered the submissions made on behalf of the ICC dated 6 June 2021, of Mr Ahmed dated 26 May 2021 and 6 June 2021, and of Mr Hayat dated 4 June 2021.
4. The Tribunal notes at the outset that it must for the purposes of its determination on sanction proceed based on the facts in relation to the two offences found proven by it in the Liability

Award. Mr Ahmed and Mr Hayat have a right to appeal those findings but, unless and until they are successfully appealed, they stand.

**A. FACTORS RELEVANT TO THE TRIBUNAL'S DETERMINATION OF SANCTION**

5. In accordance with Code Article 6.1, where a breach of the Code is upheld by an Anti-Corruption Tribunal, it is necessary for the Tribunal to impose an appropriate sanction upon the Participant from the range of permissible sanctions set out in Code Article 6.2.
6. Tribunals in the recent cases of ICC v Zoysa<sup>50</sup> and ICC v Lokuhettige<sup>51</sup> considered the application of the sanctioning provisions of the Code.<sup>52</sup> In short, in those cases it was 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.

**Seriousness of the offending**

**The ICCs case**

7. Mr Ahmed and Mr Hayat have been found by the Tribunal to have committed an offence under Code Article 2.1. The Article 2.1 offences are the most serious contemplated by the Code, going to the very core of the fundamental sporting imperatives that underpin it. In particular, the receipt by both Mr Ahmed and Mr Hayat of cash from a known corrupter/bookie and the

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<sup>50</sup> Dated 7 April 2021.

<sup>51</sup> Dated 7 April 2021.

<sup>52</sup> See paragraph 33 in the Zoysa decision and paragraph 21 in the Lokuhettige decision.

subsequent non-disclosure of the same is so serious degree as to warrant a sanction towards the higher end of the range of those applicable.<sup>53</sup>

8. Breach of Articles 2.4.2 - 2.4.5 are 'failure to disclose' offences. The commission of such offences are at odds with the fundamental sporting imperatives underpinning the Code (including at Code Article 1.1.4): *"It is the nature of this type of misconduct [i.e. corruption] that it is carried out under cover and in secret, thereby creating significant challenges for the ICC in the enforcement of rules of conduct"*.<sup>54</sup> It is for this reason that the Code includes obligations on Participants to disclose such matters to the ACU.
9. In light of the seriousness of the offending, the ICC submits that in determining the appropriate sanction the Tribunal should weigh very heavily the fundamental sporting imperatives that underpin the Code – including in particular (1) deterring others from similar wrongdoing (i.e., preventing corrupt practices from undermining the sport),<sup>55</sup> (2) maintaining

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<sup>53</sup> See Code Articles 1.1.1 to 1.1.5: ('The ICC has adopted this Anti-Corruption Code in recognition of the following fundamental sporting imperatives: 1.1.1 All cricket matches are to be contested on a level playing-field, with the outcome to be determined solely by the respective merits of the competing teams and to remain uncertain until the cricket match is completed. This is the essential characteristic that gives sport its unique appeal. 1.1.2 Public confidence in the authenticity and integrity of the sporting contest is therefore vital. If that confidence is undermined, then the very essence of cricket will be shaken to the core. 1.1.3 Advancing technology and increasing popularity have led to a substantial increase in the amount, and the sophistication, of betting on cricket matches. The development of new betting products, including spread-betting and betting exchanges, as well as internet and phone accounts that allow people to place a bet at any time and from any place, even after a cricket match has started, have all increased the potential for the development of corrupt betting practices. That, in turn, increases the risk that attempts will be made to involve Participants in such practices. This can create a perception that the integrity of the sport is under threat. 1.1.4 Furthermore, it is of the nature of this type of misconduct that it is carried out under cover and in secret, thereby creating significant challenges for the ICC in the enforcement of rules of conduct. As a consequence, the ICC needs to be empowered to seek information from and share information with competent authorities and other relevant third parties, and to require Participants to cooperate fully with all investigations and requests for information. 1.1.5 The ICC is committed to taking every step in its power (a) to prevent corrupt practices undermining the integrity of the sport of cricket, including any efforts to influence improperly the outcome or any other aspect of any Match; and (b) to preserve public confidence in the readiness, willingness and ability of the ICC and its National Cricket Federations to protect the sport from such corrupt practices').

<sup>54</sup> See *ICC v Ansari*, Award dated 19 February 2019 (, at paragraph 7.15.2.

<sup>55</sup> See, e.g., *ICC v Butt, Asif and Amir*, Anti-Corruption Tribunal decision dated 5 February 2011, para 217, ('We must take account of the greater interests of cricket which the Code itself is designed to preserve and protect. There must, we consider, be a deterrent aspect to our sanction'); *ICC v Ahmed, Ahmed and Amjad*, Award dated 26 August 2019 (, para 7 ('the Tribunal accepts that in determining the appropriate sanction



public confidence in the sport,<sup>56</sup> and (3) preserving public confidence in the readiness, willingness and ability of the ICC and its National Cricket Federations to protect the sport from such corrupt practices.<sup>57</sup>

### **Aggravating and mitigating factors**

10. Code Articles 6.1.1 and 6.1.2 set out lists of factors that may, respectively, aggravate or mitigate offending under the Code.

### **Aggravating factors**

11. The ICC identifies the following aggravating factors, which it submits are relevant to the Tribunal's determination of the appropriate sanction.

Code Article 6.1.1.3 (the substantial value of the Reward):

12. Mr Ahmed and Mr Hayat have been found to have received AED 15,000 (approx. US\$ 4,000) from a known corrupter/bookie. This money amounts to a substantial Reward for each (at

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against each of the Respondents it should weigh very heavily these fundamental sporting imperatives, including, in particular, the need (i) to deter others from similar wrongdoing (i.e., preventing corrupt practices from undermining the sport),<sup>3</sup> and (ii) to maintain public confidence in the sport'); ICC v Ikope, Award dated 5 March 2019, at para 8.20 ('[I]n light of the inherent seriousness of the offences, the ICC submits that the Tribunal should weigh heavily the fundamental sporting imperatives undermining (sic) the Code (Code Article 1.1) in determining the appropriate sanction – including in particular (i) deterring others from similar wrongdoing (i.e., preventing corrupt practices from undermining the sport, and (ii) maintaining public confidence in the sport. The Tribunal would accept that submission too').

<sup>56</sup> See e.g., in relation to the point of principle, Bolton v Law Society [1993] EWCA Civ 32, para 15 ('To maintain this reputation and sustain public confidence in the integrity of the profession it is often necessary that those guilty of serious lapses are not only expelled but denied readmission ... A profession's most valuable asset is its collective reputation and the confidence which that inspires'). Also, in the sporting context, Bradley v Jockey Club [2005] EWCA Civ 1056, at para 24, ('Where an individual takes up a profession or occupation that depends critically upon the observance of certain rules, and then deliberately breaks those rules, he cannot be heard to contend that he has a vested right to continue to earn his living in his chosen profession or occupation. But a penalty which deprives him of that right may well be the only appropriate response to his offending'). See also ICC v Ahmed, Ahmed and Amjad, Award dated 26 August 2019, para 7 and ICC v Ikope, Award dated 5 March 2019 (at para 8.20 (both as quoted in the footnote immediately above)).

<sup>57</sup> See Code Article 1.1.5.

the time their monthly salary was in the region of AED 6,000) and thus takes it within the scope of Code Article 6.1.1.3.

Code Article 6.1.1.4 (potential to damage substantially the commercial value and/or public interest in the relevant International Matches):

13. While neither Mr Ahmed nor Mr Hayat implemented the proposed fix (indeed specifics of the fix were not provided to them), had that not been the case and they had agreed to go ahead with it that had the potential to substantially damage the commercial value and the public interest in the relevant International Matches, i.e. the ICC World T20 Qualifiers, a main ICC worldwide event, taking place in the adopted home country of both the Respondents and where the ICC itself has its operational headquarters.

Code Article 6.1.1.5 (potential to affect the result of the International Match):

14. Again while the details of the specific fix were not disclosed, it is likely that any such fix, spot or match, would have had the potential to affect the result of the relevant International Matches. The relevant International Matches in question were T20 matches meaning that, being a short-form format of the game, the outcome of each over could have an impact on the overall result.

Code Article 6.1.1.7 (*involvement of more than one Participant*):

15. The offences involved two Participants, i.e. Mr Ahmed and Mr Hayat. Furthermore regardless of the question of who actually took receipt of and kept possession of the AED 15,000, the key fact is that they were both found to have been involved and thus both found to have engaged in a corrupt practice together as was acknowledged by the Tribunal itself at paragraph 61 of the Liability Award, "*On the basis of the material before it the Tribunal concludes that both had leading roles, or, to use another metaphor, it was six of one and half a dozen of the other.*" Each Respondent was involved as much as the other and therefore should receive a similar, if not the same, sanction.

Code Article 6.1.1.8 (*other aggravating factors that the Tribunal considers relevant and appropriate*):

16. Both Mr Ahmed and Mr Hayat were experienced international cricketers and had attended several anti-corruption education sessions, which contained reminders of their obligations

under the Code. As such, they would (or at least should) have been aware that accepting the payment from [Mr Y] was wrong and in breach of the Code and that they were under an obligation to immediately report their dealings with [Mr Y] to the ACU, but they did not. Indeed, they accepted as much in their interviews with the ACU.

### **Mitigating factors**

17. The ICC identifies the following mitigating factors, which it submits are relevant to the Tribunal's determination of the appropriate sanction.

Code Article 6.1.2.2 (*good previous disciplinary record*):

18. Both Mr Ahmed and Mr Hayat have had a good previous disciplinary record. As such, they are entitled to this mitigation in respect of their offences.

Code Article 6.1.2.4 (*renunciation of the attempt or agreement prior to it being discovered*):

19. It appears from the evidence that, despite accepting the payment from [Mr Y], the Respondents did not engage further with him and therefore were not provided with details of the fix that he wanted them to undertake on his behalf in exchange for the payment he gave them. In refusing to meet further with him, the Respondents effectively renounced any agreement they had with [Mr Y], and therefore they should benefit from this as mitigation of their sanction.

### **APPLICATION OF CODE ARTICLE 6.3.2**

20. Mr Ahmed and Mr Hayat have both been found by the Tribunal to have committed five separate offences under the Code each. In such circumstances, Code Article 6.3.2 is engaged, which provides that '*where a Participant is found guilty of committing two offences under the Anti-Corruption Code in relation to the same incident or set of facts, then (save where ordered otherwise by the Anti-Corruption Tribunal for good cause shown) any multiple periods of Ineligibility imposed should run concurrently (and not cumulatively)*'.

21. Previous Tribunals have noted that (1) Code Article 6.3.2 does not define the degree of proximity for the requisite relationship to subsist between the offence and the relevant incident

or set of facts, (2) under English law, which is the governing law of the Code,<sup>58</sup> proximity is dictated by context,<sup>59</sup> and the relevant context here is of the exception to the general rule that would allow the Anti-Corruption Tribunal freedom to determine whether periods of Ineligibility should run cumulatively or concurrently, and (3) in principle therefore the phrase ‘in relation to’ should be construed narrowly rather than broadly in the context of Code Article 6.3.2.<sup>60</sup> The Tribunal in ICC v Ansari took into account whether offences were ‘intrinsically distinct’.

22. In light of the fact that the failure to disclose offences effectively arise out of the same incident or set of facts (i.e. they relate to failures to disclose the payment received from [Mr Y], which is the origin of the Code Article 2.1.3 offence), the ICC would suggest that the periods of Ineligibility to be imposed on the Respondents should run concurrently.

## **THE RESPONDENTS’ CASE**

### **Mr Ahmed**

23. Mr Ahmed’s two submissions written in the vernacular, fairly read, amounted to the following:

- i) His only mistake was to meet - and only once - with [Mr Y], a stranger to him;
- ii) He neither knew about nor took any money from him;
- iii) When Mr Hayat told him about the money, he asked him to return it;
- iv) He was removed from the team after his confession to [Player B];
- v) He would have confessed to the coach too had [Player A] agreed to accompany him to assist with his English;

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<sup>58</sup> Code Article 11.5.

<sup>59</sup> See, for example, Svenska Petroleum Exploration AB v Lithuania [2006] EWCA Civ 1529, at para 137.

<sup>60</sup> See ICC v Ansari, Award dated 19 February 2019, at paragraph 7.6 *et seq.*; ICC v Ahmed, Ahmed and Amjad, Award dated 26 August 2019, para 16.

- vi) He was the team's best player; had he played the teams would have qualified for the T20;
- vii) Cricket is "everything" to him;
- viii) He has already been suspended for two years;
- ix) His family depends on him;
- x) He is innocent, and the victim of Mr Hayat's lies.

24. Mr Hayat's submission also written in the vernacular, fairly read, amounted to the following:

- i) Mr Ahmed is lying and seeking to pass the blame on him;
- ii) He was out of the T20 squad and therefore incapable of participating in a fix;
- iii) Punishment will end his career;
- iv) He wishes to salvage his reputation;
- v) His earnings in UAE were small;
- vi) His family, which is poor, depends on him.

### **THE TRIBUNAL'S ANALYSIS**

23. The Tribunal repeats that it must ignore any attempt to ignore or bypass the findings in the Liability Award. In particular, the joint and equal involvement in the offences is a given (see paragraph 61 of the Award quoted above). In so far as Mr Ahmed seeks to minimize his role as no more than a bystander at the meeting with [Mr Y], or Mr Hayat claims that at the time of [Mr Y]'s approach it was already clear that he would not be playing in the Qualifiers and hence would not have been a candidate to play a part of some form of fixing<sup>61</sup>, or each tries reciprocally to heap blame on the other, the Tribunal must reject all such attempts at exculpation.

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<sup>61</sup> See Liability Award paragraph 51.

24. It follows from the foregoing that, unless there were material differences between their cases in relation to aggravating or mitigating factors, the sanction must be the same for each. Apart from the fact, in the Tribunal's view of little moment, that Mr Ahmed's confession to his teammates [Player A] and [Player B] showed some possible pangs of conscience, not replicated in Mr Hayat's case, the Tribunal cannot detect any differences at all; nor do the ICC identify any such.
25. The Tribunal, not least because neither Respondent has focussed on the ICCs particular submissions, has examined those submissions with special assiduity. As a result of such examination it is content to say that it agrees with the ICC's identification of the factors under each heading relevant to the Respondents.
26. Pulling together the various matters summarised above and bearing in mind the purposes of the Code, the Tribunal's overview is as follows
  - i. As to the corruption offence - on the one hand the Respondents agreed, albeit for the first time, to engage in obviously corrupt conduct for the purposes of personal profit with the potential to affect the outcome of an important cricketing tournament and hence the reputation of the sport. Money was handed over and the evidence suggests that they would have heeded any further instructions from [Mr Y] had any been forthcoming. It was therefore not the most innocuous of cases. On the other hand, their agreement had no adverse consequences since it was not implemented. The discussion with [Mr Y] and the receipt of the original sum was all that happened. It was therefore not the most serious of cases.
  - ii. As to the non-disclosure offences, their degree of seriousness reflects the nature of what was not disclosed - a single approach, which came to nothing, to two team members to participate, but in a manner not spelt out, to affect a result or results in the T20 matches.
  - iii. The aggravating factors are weightier than the mitigating factors. In particular, while it is true that any sanction of ineligibility will bear heavily not only on them but on their innocent families and as such can qualify as a non-specific mitigating

factor under Article 6.1.2.10, that is the inevitable result of their participation in conduct which exposes them to such sanctions.

27. The Tribunal will accordingly impose on both Mr Ahmed and Mr Hayat a period of ineligibility from the date of issue of this award in respect of the corruption offence of 8 years (comprised of a period of ineligibility of 7 years, with 2 years added on for aggravation and 1 year subtracted for mitigation), and a concurrent period of ineligibility in respect of the non-disclosure offences of 2 years, with the same variation for aggravating and mitigating circumstances (i.e. a total of 3 years), giving credit in accordance with Code Article 6.4, for their provisional suspensions from 13 September 2020 already served.
28. The Tribunal declines to impose either a fine or an adverse costs order for pragmatic rather than principled reasons. It does not believe such an order against either Mr Ahmed or Mr Hayat would serve any useful purpose given their present and future financial prospects.

**Michael J Beloff QC Chair**

**John McNamara**

**Imtiaz Uddin Ahmad Asif**

**21 June 2021**