

**IN THE MATTER OF PROCEEDINGS BROUGHT
UNDER THE ECB'S ANTI-CORRUPTION CODE**

Between:

**THE INTERNATIONAL CRICKET COUNCIL ("ICC")
(on behalf of the Emirates Cricket Board ("ECB"))**

and

MR RIZWAN JAVED

Decision

Introduction

1. The International Cricket Council (the "ICC") is the international governing body for the game of cricket and as such is responsible for the development, co-ordination, regulation and integrity of cricket worldwide.
2. The ECB is the national federation responsible for the governance of the game of cricket within the UAE and an Associate Member of the ICC. 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, as well as its obligations as a Member of the ICC, the ECB adopted and implemented the ECB Anti-Corruption Code for Participants (the "Code"). The Code sets out the details of the conduct that, if committed by a Participant in relation to a Domestic Match, will be considered an offence under the Code. It also provides a range of sanctions that are to be imposed in the event of the commission of an offence, and sets out the disciplinary procedures to be followed where an offence is alleged.
3. The ICC's Integrity Unit (the "IU") was appointed by the ECB as the Designated Anti-Corruption Official for the purposes of the Code at the 2021 edition of the Abu Dhabi T10 League (the "ADT10"), a T10 cricket competition scheduled to be played in Abu Dhabi and thus under the jurisdiction of the ECB. Consequently, all powers designated to the ECB and/or the Designated Anti-Corruption Official under the Code (including but not limited to the conduct of investigations, charging and provisional suspension decisions, and the conduct of disciplinary proceedings) were delegated by the ECB to the ACU. On the basis of this appointment and delegation, the ICC has been authorized to conduct any disciplinary proceedings arising out of the ADT10 on behalf of the ECB.

4. Rizwan Javed is a cricketer who has participated in matches for Cheadle Hulme Cricket Club in the Cheshire Cricket League up until 24 August 2019.

Status as a Participant bound by the Code

5. At all material times, as a result of his participation in Domestic Matches (namely matches under the jurisdiction of the England & Wales Cricket Board), Mr Javed constituted a Participant for the purposes of the ICC Anti-Corruption Code (the "ICC Code"). As such, he was automatically bound by the ICC Code and agreed, among other things, (i) to comply with the ICC Code and the anti-corruption rules of any National Cricket Federation (including the Code); (ii) not to engage in conduct that would constitute a breach of the ICC Code or any anti-corruption rules of any National Cricket Federation (including the Code); and (iii) to submit to the jurisdiction of the applicable bodies under those rules, including the Code, to investigate apparent or suspected Corrupt Conduct that would amount to a violation of the Code and to hear and determine any consequent breaches of those rules and related issues.

Summary of relevant background facts

6. In connection with the ADT10, in or around September 2020 Mr Javed was requested by an individual connected to the Pune Devils team for the then upcoming ADT10 to provide said individual with the names of players who that individual could speak to to discuss potential Corrupt Conduct at the ADT10.
7. On the back of that request, Mr Javed contacted [PARTICIPANT A], a [REDACTED] club cricketer and former [REDACTED] batting coach and someone Mr Javed had known since childhood, to tell him that there was an opportunity for him at the ADT10.
8. Mr Javed told [PARTICIPANT A] that for a coaching role in the league, he would be offered around \$10-15,000, however, the team owners were interested in the coach doing some additional "work" for them which would result in the coaching fee increasing to around \$25-30,000.
9. [PARTICIPANT A] asked Mr Javed what work would be involved, to which Mr Javed responded "*obviously it will be involving some for a fixing kind of thing*".
10. [PARTICIPANT A] rejected Mr Javed's approach. However, on 14 October 2020, [PARTICIPANT A] did provide the names of three other players who he thought might be interested in talking to Mr Javed about the proposal. [PARTICIPANT A] told Mr Javed that these players would probably initially say no, so any conversation would have to be conducted in a proper and tactful way.
11. Mr Javed told [PARTICIPANT A] "*we will talk to these players late and if they agree for work and play too then it will be amazing.*"
12. Mr Javed subsequently contacted [PARTICIPANT B], one of the players mentioned by [PARTICIPANT A]. Mr Javed offered [PARTICIPANT B] a contract in the ADT10 but told him that if he accepted, he would have to play according to his and the owners' instructions. In particular, Mr Javed told [PARTICIPANT B] that he would have to do work in three matches.

13. This player immediately rejected the approach by hanging up the phone. Mr Javed later messaged Hayat and told him that despite that he could still get him in a team where he could “*just play cricket.*”
14. Following the draft for the ADT10 in December 2020, Mr Javed approached another player, [PARTICIPANT C], who had not been selected in the draft. Mr Javed told [PARTICIPANT C] that he could arrange his selection for a team by alternative means.
15. Mr Javed subsequently met this player in person, accompanied by another individual introduced as Mr Sharif (ultimately identified as Dinesh Talwar who is currently an ICC Excluded Person), during which meeting Mr Javed told his player that the team was ready to select him, but he would have to play according to the team’s demands or wishes, for example, if the owner told him to score 50 runs then he would need to score 50 runs. During the same meeting, Mr Sharif told the player that the team in question was “*made for fixing purposes*”.
16. [PARTICIPANT C] refused to participate in any Corrupt Conduct and left the meeting.
17. Mr Javed was interviewed in connection with the allegations by the IU in January 2021, during which interview he was issued with a Demand pursuant to Article 4.3 of the Code. This Demand required Javed to surrender his mobile devices to the IU to allow them to review the devices and determine if there was any information contained in them that was relevant to the investigation.
18. Despite the clear warnings in the Demand about the consequences of not complying with its terms, Mr Javed refused to hand over his mobile devices. He also refused to leave his mobile phone securely with the IU while he sought legal advice on the Demand.
19. When questioned during the interview, Mr Javed failed to accurately and truthfully answers the questions posed. By way of example, when he was initially asked where he was, he said he was in Manchester, UK. However, he later admitted that he wasn’t in the UK at the time, but was actually in Dubai. Mr Javed also initially said that he didn’t have a mobile phone with him, before eventually admitting that he did.

Relevant Provisions of the Code

20. ECB Code Article 2.1.1 makes the following an offence: *Fixing or contriving in any way or otherwise influencing improperly, or being a party to any agreement or effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or any other aspect of any Domestic Match, including (without limitation) by deliberately underperforming therein.*
21. ECB Code Article 2.1.3 makes the following an offence: *seeking, accepting, offering or agreeing to accept any bribe or other Reward to (a) fix or to contrive in any way or otherwise to influence improperly the result, progress, conduct or any other aspect of any Domestic Match or (b) to ensure for Betting or other corrupt purposes the occurrence of a particular incident in a Domestic Match.*

22. ECB Code Article 2.1.4 makes the following an offence: *directly or indirectly soliciting, inducing, enticing, instructing, persuading, encouraging or intentionally facilitating any Participant to breach any of the foregoing provisions of this Article 2.1.*
23. ECB Code Article 2.4.4 makes the following an offence: *failing to disclose to the Designated Anti-Corruption Official (without unnecessary delay) full details of any approaches or invitations received by the Participant to engage in Corrupt Conduct under this Anti-Corruption Code.*
24. ECB Code Article 2.4.6 makes the following an offence: *“failing or refusing, without compelling justification, to cooperate with any investigation carried out by the Designated Anti-Corruption Official in relation to possible Corrupt Conduct under this Anti-Corruption Code (by any Participant), including (without limitation) failing to provide accurately and completely any information and/or documentation requested by the Designated Anti-Corruption Official (whether as part of a formal Demand pursuant to Article 4.3 or otherwise) as part of such investigation.”*

Disciplinary Proceedings

25. On the basis of the above facts, on 19 September 2023, the ICC (acting on behalf of the ECB) issued a Notice of Charge to Mr Javed alleging that he had a case to answer for the following breaches of the Code:

Charge No. 1 - Breach of Article 2.1.1 of the ECB Code, in that on three separate occasions you attempted to fix, contrive or otherwise influence improperly, or were a party to an agreement or effort to fix, contrive or influence improperly the result, progress, conduct or other aspect of matches in the Abu Dhabi T10 2021.

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

Charge No. 3 – Breach of Article 2.1.4 of the ECB Code, in that on three separate occasions you solicited, induced, enticed, instructed, persuaded, encouraged or intentionally facilitated (or attempted to do the former) others to breach Article 2.1.1 of the ECB Code in one or more matches in the Abu Dhabi T10 2021 when you approached players to engage in Corrupt Conduct.

Charge No. 4 – Breach of Article 2.4.4 of the ECB Code, in that you failed to disclose to the Designated Anti-Corruption Official, without unnecessary delay, full details of the approach or invitations you received from another individual to engage in Corrupt Conduct (namely to contrive or attempt to fix aspects of matches in the Abu Dhabi T10 2021).

Charge No. 5 – Breach of Article 2.4.6 of the ECB Code, in that you failed or refused, without compelling justification, to cooperate with the Designated Anti-Corruption Official’s investigation by refusing to hand over your mobile phone after receipt of a Demand and failing to answer questions truthfully and accurately.

26. The Notice of Charge was sent to Mr Javed by email to the two email addresses that the IU had for him, namely [REDACTED] and [REDACTED]. An automatic deliver notification email was received confirming that the email had been delivered to both email accounts.
27. The Notice of Charge, in accordance with Code Article 4.6.6, required Mr Javed to file a formal response to the Notice of Charge within 14 days of receipt of the Notice, i.e. by 3 October 2023, indicating whether he disputed the charge and/or the sanctions proposed against him. In circumstances where Mr Javed failed to provide a response within the required deadline, pursuant to Code Article 4.8.1 he was further advised that he would be deemed to have admitted that he had committed the offence specified in the Notice of Charge, waived his right to a hearing, and acceded to the range of applicable sanctions specified in the Notice of Charge.
28. The ICC received no response from Mr Javed by the 3 October 2023 deadline, or any other form of communication from him, not did it receive any request for time to be extended. Out of fairness to Mr Javed, on 6 October 2023 the ICC emailed him again (to the same two email addresses mentioned above) and reminded him of the provisions of Code Articles 4.6.6 and 4.8.1 and offered him a short extension, until 9 October 2023, in which to file his formal response to the Notice of Charge.
29. The ICC did receive a response from Mr Javed, by email, on 9 October 2023. However, this email simply stated *“Morning. My legal representative will get in touch with you next week money the 16th Oct 2023”*. Mr Javed’s email makes it clear that he did receive a copy of the Notice of Charge.
30. Despite his email, no further communication was received from either Mr Javed or any lawyer acting on his behalf, either by 16 October 2023 or thereafter.
31. Code Article 4.8.1 specifically provides:

“If the Participant fails to file a written request for a hearing before the Anti-Corruption Tribunal in accordance with Article 4.6.6 (or by any extended deadline that the Designated Anti-Corruption Official deems appropriate), then he/she shall be deemed to have:

4.8.1.1 *waived his/her entitlement to a hearing;*

4.8.1.2 *admitted that he/she has committed the offence(s) under the Anti-Corruption Code specified in the Notice of Charge; and*

4.8.1.3 *acceded to the range of applicable sanctions specified in the Notice of Charge.*

In such circumstances, a hearing before the Anti-Corruption Tribunal shall not be required. Instead, the Chairman of the Disciplinary Panel (sitting alone) shall issue a public decision confirming the offence(s) under this Anti-Corruption Code specified in the Notice of Charge and the imposition of an applicable sanction within the range specified in the Notice of Charge. Before issuing that public decision, the Chairman of the Disciplinary Panel will provide written notice of that decision to the National Cricket Federation to which the Participant is affiliated, the Designated Anti-Corruption Official and the ICC.”

32. As no response was received from Mr Javed to the Notice of Charge, in accordance with Article 4.8.1 of the Code he is **deemed to have admitted that he has committed an offence under Article 2.4.6, to have waived his right to a hearing, and to have acceded to the imposition of a sanction within the range specific in the Notice of Charge**. It is therefore for the Chairman of the Disciplinary Panel to impose a sanction on Mr Javed in respect of the offence charged, within the range specified in the Code.

Sanction to be imposed

33. Code Article 6.2 sets out the range of sanctions for breaches of the Code. It stipulates that the range of permissible sanctions for a breach of each of Code Articles 2.1.1, 2.1.3 and 2.1.4 (the “Substantive Charges”) is a period of Ineligibility of a minimum of five (5) years up to a maximum lifetime period of Ineligibility. For breaches of Code Articles 2.4.4 and 2.4.6 (the “Procedural Charges”), the range of permissible sanctions is a period of Ineligibility of a minimum of six (6) months and a maximum of five (5) years.
34. It is acknowledged that any sanction imposed must be proportionate. In considering what is proportionate, the Chairman of the Disciplinary Panel is entitled to weigh against the impact of a ban on Mr Javed, not only the importance of the objectives underlying the rules, the seriousness of the particular breach of those rules by Mr Javed, the need to deter others from similar wrongdoing, the need to protect the image of the sport, and above all the need to maintain public confidence in the determination of the sport to stamp out corruption.
35. Having carefully considered the facts of the case it is noted that Mr Javed has committed serious offences of substantive corruption contrary to Article 2.1 of the Code (each of which should be considered a separate and independent approach arising out of different facts and circumstances and thus be sanctioned separately and cumulatively in accordance with Code Article 6.3.2) and compounded those offences by impeding the ICC in its task of enforcing the Code contrary to Article 2.4.
36. While there are mitigating factors in Mr Javed’s case as per Code Article 6.1.2 (namely he has had no prior offence and his failure to engage in the process has meant that time and money has been saved because a hearing before an Anti-Corruption Tribunal is not necessary), there are a significant number of aggravating factors as per Code Article 6.1.1 (namely the fact that he has not engaged in the process at all, he has shown no remorse for his actions, had he succeeded in getting players to fix, this could have affected the results of matches as well as the commercial value and/or public interest in the matches, his actions in approaching other players has endangered the welfare of others, and his offences involve more than one Participant) which outweigh the sparse mitigating factors. As such, a sanction higher than the minimum period of Ineligibility for the Corruption Charges is required.
37. Having considered all of the above, and taken into account previous cases in this area for potential precedent or guidance, I have determined by way of this decision that the appropriate and proportionate sanction and one which is designed to deter others from similar wrongdoing is that

a period of Ineligibility of seventeen and a half (17 ½) years be imposed on Mr Javed for his breaches of the Code, with such period of Ineligibility taking effect from the date of this decision.

38. In accordance with Code Article 6.4, Mr Javed’s period of ineligibility shall commence on the date of this decision, with credit being given for the period of provisional suspension he served from 19 September 2023.
39. During his period of ineligibility, Mr Javed’s status is as set out in Code Article 6.5 of the Code. This provides:

“No Participant who has been declared Ineligible may, during the period of Ineligibility, play, coach, officiate or otherwise participate or be involved in any capacity in any capacity in any Match or any other kind of function, event or activity (other than authorized anti-corruption education or rehabilitation programs) that is authorized, organized, sanctioned, recognized or supported in any way by the ICC, a National Cricket Federation, or any member under the jurisdiction of a National Cricket Federation, or receive accreditation to provide media or other services at an official venue or Match. The ICC and other National Cricket Federations shall take all reasonable steps within their powers to give effect to this Article 6.5 to the extent that they have the jurisdiction, power or ability to do so.”

40. Mr Javed has a right of appeal pursuant to Code Article 7.1.

Conclusion

41. **For the reasons given above, and in accordance with Code Article 4.8, this decision records that:**
- 41.1. **Mr Javed has committed breaches of Code Articles 2.1.1 (on 3 separate occasions), 2.1.3, 2.1.4 (on 3 separate occasions), 2.4.4 and 2.4.6.**
- 41.2. **A period of Ineligibility of seventeen and a half (17 ½) years is imposed pursuant to Code Article 6.2 in respect of the breaches, commencing on the date of this decision with credit being given for the period of provisional suspension the player has served.**
- 41.3. **Mr Javed’s status during the period of Ineligibility is as detailed in Code Article 6.5.**

**Michael J Beloff KC
Chair of the Disciplinary Panel**

London, 14 February 2024