

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

BETWEEN:

INTERNATIONAL CRICKET COUNCIL (“ICC”)

-and-

MR SHAIMAN ANWAR BUTT (“Mr Anwar”)

INTERNATIONAL CRICKET COUNCIL (“ICC”)

-and-

MR MOHAMMED NAVEED (“Mr Naveed”)

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

-and-

MR MOHAMMED NAVEED (“Mr Naveed”)

Decision

1. INTRODUCTION

1. The ICC, the governing body for world cricket, on its own behalf for international matches and on behalf of the ECB¹ the national federation responsible for the governance of the game of cricket within the UAE and an Associate Member of the ICC for domestic matches has charged Mr Shaiman Anwar Butt (“Mr Anwar”²) and Mr Mohammed Naveed (“Mr Naveed”)³ under the ICC and ECB Anti-Corruption Codes.

for Mr Anwar

- a breach of ICC Code Article 2.1.1
- a breach of ICC Code Article 2.4.4,

and for Mr Naveed

- breach of the same Articles of the ICC Code
- breaches of the equivalent Articles of the ECB Code

2. JURISDICTION

2. ICC Code Article 1.5 states that each Participant is bound by the Code and, among other things, is deemed to have agreed:

¹ The ICC’s Anti-Corruption Unit (the “ACU”) was appointed by the ECB as the Designated Anti-Corruption Official for the purposes of the ECB Code at the 2019 edition of the T10 League (scheduled to be played from 14 to 24 November 2019). Consequently, all powers designated to the ECB and/or the Designated Anti-Corruption Official under the ECB Code (including but not limited to the conduct of investigations, charging and provisional suspension decisions, and the conduct of disciplinary proceedings) were delegated by the ECB to the ACU. On the basis of this appointment and delegation, the ICC has been authorized to pursue these disciplinary proceedings against Mr Naveed on behalf of the ECB.

² Mr Anwar is a Pakistani national who has been residing in the UAE and who was born on 15 March 1979 and thus is 41 years old. Between February 2014 and April 2019, Mr Anwar represented the UAE in 40 One Day Internationals and 32 Twenty20 Internationals.

³ Mr Naveed is a Pakistani national who has been residing in the UAE and who was born on 3 June 1987 and is therefore currently 32 years old. Between May 2014 and August 2019 he represented the UAE in 39 One Day Internationals and 28 Twenty20 Internationals. Additionally, for the majority of 2019, Mr Naveed was the captain of the UAE team.

- “1.5.1 not to engage in Corrupt Conduct in respect of any International Match⁴, 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 ICC⁵ 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 ICC⁶ 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 ICC⁷ or the Anti-Corruption Tribunal, as applicable)...”*

3. ICC 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.”

4. At the time of the relevant events, both Mr Naveed and Mr Anwar fell within the definition of a Player, having both represented the UAE in International Matches within the previous 24 months. Mr Naveed last represented the UAE in a T20 in August 2019, while Mr Anwar last represented the UAE in an ODI in April 2019.

⁴ Or Domestic Match under the ECB Code.

⁵ ‘Emirates Cricket Board’ as opposed to ‘ICC’ in the ECB Code.

⁶ As above.

⁷ As above.

5. In their respective international careers, Mr Naveed has attended at least seven ICC anti-corruption education sessions and Mr Anwar has attended at least six ICC anti-corruption education sessions⁸. Such sessions contain reminders of the obligations of Participants under the Code.
6. Neither Mr Naveed nor Mr Anwar dispute jurisdiction.

3. SUMMARY OF BACKGROUND FACTS

7. On 6 October 2019, the ICC ACU was contacted by Mr X ("Mr X"), an individual known to the ACU from previous separate investigations who alleged that he had received an approach to engage in Corrupt Conduct in relation to the forthcoming ICC World T20 Qualifiers 2019 (the "Qualifiers") which were due to be held in the UAE starting on 18 October 2019.
8. Mr X subsequently met with the ACU on several occasions and provided the following (alleged) information concerning the corrupt approach that he had received from Mr Naveed and Mr Anwar:

8.1 On 1 October 2019, he was told by his friend, Mr Y, ("Mr Y") that Mr Anwar wanted to meet him. Having met Mr Anwar the previous year in connection with potential sponsorship opportunities for the 2018 edition of the T10 League, Mr X agreed to meet Mr Anwar and Mr Y made the necessary arrangements⁹.

8.2 In the evening of 1 October 2019, Mr Y collected him by car from his hotel in Dubai, the Four Points by Sheraton, and drove him to Mr Anwar's house. When they got to Mr Anwar's house he got out of the car and spoke to Mr Anwar, who asked him "*can we do something in this this this*".¹⁰

⁸ See education records at DB tab 12.

⁹ See paragraphs 8-9 of Mr X's witness statement, DB tab 1.

¹⁰ See paragraphs 9-10 of Mr X's witness statement, DB tab 1.

8.3 He and Mr Anwar then got into the car, after which Mr Anwar said to him “*can we do something in the coming matches*”. Mr Anwar then told him that he had another player Mr Naveed who could also do some things in the coming matches for him who had experience in these things as the player was already doing things in matches for someone else.¹¹

8.4 While Mr Anwar did not specifically mention the word fix, Mr X knew that he was talking about it. He said that Mr Anwar also told him that “*everyone is earning money ok and even Naveed is earning money in his previous league from other bookies so why we cannot do.*”¹²

8.5 Mr Anwar then offered to take him to see Mr Naveed, to which he agreed, and therefore Mr Y drove them to Mr Naveed’s house, which was only a short distance away from Mr Anwar’s.¹³

8.6 After parking in a car park close to Mr Naveed’s house, Mr Naveed came out and got into the car, suggesting that they go somewhere else as he did not want to talk outside his house. Mr Y therefore drove all three to a nearby beach in Ajman.¹⁴

8.7 At the beach, Mr Naveed and Mr Anwar had a discussion with Mr X in which Mr Naveed said he “*had experience in doing these kind of things*”, explaining that he had worked with other bookies and charged them to give away runs in his overs¹⁵ and that they approached him to engage in corrupt conduct with them. In particular, they said that if he were to pay them, they would engage in spot fixes for him in the upcoming UAE matches against Oman and Ireland (being matches in the upcoming ICC World T20 Qualifiers 2019).¹⁶

¹¹ See paragraph 11 of Mr X’s witness statement, DB tab 1.

¹² See paragraph 12 of Mr X’s witness statement, DB tab 1.

¹³ See paragraph 14 of Mr X’s witness statement, DB tab 1.

¹⁴ See paragraph 15 of Mr X’s witness statement, DB tab 1.

¹⁵ See paragraph 18 of Mr X’s witness statement

¹⁶ See paragraphs 18-23 of Mr X’s witness statement, DB tab 1.

8.8 Mr Y was not involved in the conversation on the beach, as one of the Defendants had said that they did not want him to be involved. Instead, Mr Y got a coffee from a nearby coffee shop and waited for the three to finish their conversation. While Mr Y could not hear the conversation that took place, he was able to see the three on the beach while he waited.¹⁷

8.9 The matches mentioned were upcoming matches for UAE against Oman and Ireland¹⁸ Mr Naveed said that he would give away runs in his bowling overs, and that Mr Anwar, if he was still in, would score a low amount of runs in his 4th and 5th overs. As captain of the UAE team, Mr Naveed also told him that he had the team with him and therefore could ensure that whatever fix Mr X wanted, he could make sure it happened.¹⁹

8.10 Mr Naveed told him that, in exchange for the first fix, which Mr X understood to be the UAE v Oman match on 18 October 2019, he wanted Mr X to pay him 1 million dirhams.²⁰ he said *"Bro I am captain of the UAE we can do anything"*²¹

8.11 Mr X told Mr Naveed that payment of 1 million dirhams was too big a risk for him to take²² but the three agreed to meet the following day.²³

8.12 On 2nd October 2019, the following day, Mr X spoke to Mr Anwar about the arrangements. Mr Anwar told him that he had spoken to Mr Naveed and they had come up with a revised offer, namely 1 lakh dirham (approx. 100,000 AED) for the first match, 5 lakh dirham (approx. 500,000 AED) for the second match, and 1 million dirhams for the third match.²⁴

¹⁷ See paragraph 17 of Mr X's witness statement, DB tab 1.

¹⁸ see paragraph 22 of Mr X's witness statement

¹⁹ See paragraphs 20 and 23 of Mr X's witness statement, DB tab 1.

²⁰ See paragraph 24 of Mr X's witness statement, DB tab 1.

²¹ Ditto

²² See paragraph 25 of Mr X's witness statement, DB tab 1.

²³ Ditto

²⁴ See paragraph 31 of Mr X's witness statement, DB tab 1.

8.13 Mr X captured this revised offer in a WhatsApp message and sent it back to Mr Anwar as confirmation of what they had offered him as follows:²⁵



8.14 On 2 October 2019 Mr X also had a conversation via WhatsApp with Mr Naveed in which they discussed the offer further. In this conversation, Mr Naveed requested his betting account details and then they proposed meeting at the cinema to discuss the matter further.

8.15 He (Mr X) told Mr Naveed that he was not able to play with such a large amount of money and asked Mr Naveed whether he could take some of the risk out by accepting a lesser amount, and to discuss the matter with Mr Anwar and then to let him know. This conversation ended with him and Mr Naveed agreeing to leave the matter for now and to do something together in the future in a big match with good betting volume on the match.²⁶

²⁵ See paragraph 32 of Mr X's witness statement, DB tab 1.

²⁶ See paragraphs 33-34 of Mr X's witness statement, DB tab 1.

8.16 On 4 October 2019, Mr X met Mr Anwar again close to his hotel, at which point Mr Anwar told him that although Mr Naveed might not, Mr Anwar would be willing to accept a lesser amount. Mr Anwar therefore told him that if he was able to give him AED 25,000 in advance Mr Anwar would “*do whatever [i] want and we can do whatever we can*”.²⁷

8.17 On 5 October 2019 Mr X received a message from Mr Anwar seeking to arrange where to meet to give him the money. Mr X made no such arrangements since he had no intention of handing any money over.²⁸

9. As part of its investigation, the ACU also spoke to Mr Y who was also the [redacted] for the [redacted] team in the 2019 T10 League. Mr Y corroborated Mr X’s statements as follows:

9.1 On 1 October 2019, he arranged for Mr Anwar and Mr X to meet after Mr Anwar had requested him to do so.²⁹

9.2 He collected Mr X from his hotel in the evening of 1 October and drove him to Mr Anwar’s house.³⁰

9.3 From there, he drove Mr X and Mr Anwar to a beach in Ajman, picking up Mr Anwar’s teammate, Mr Naveed, on route.³¹

9.4 He observed Mr X and the two players having a discussion at the beach, although he could not hear the conversation as he was some steps away having a coffee while the three talked.³²

²⁷ See paragraph 37 of Mr X’s witness statement, DB tab 1.

²⁸ See paragraph 39 of Mr X’s witness statement, DB tab 1.

²⁹ See paragraphs 13-14 of Mr Y’s witness statement, DB tab 2.

³⁰ See paragraph 15 of Mr Y’s witness statement, DB tab 2.

³¹ See paragraphs 17-18 of Mr Y’s witness statement, DB tab 2.

³² See paragraph 20 of Mr Y’s witness statement, DB tab 2.

9.5 He then drove Mr X back to his hotel, dropping off Mr Anwar and Mr Naveed on the way back.³³

9.6 The following day or the day after that, Mr X told him that during his discussion with Mr Anwar and Mr Naveed on the beach, they had asked him to do something “*fishy*” in cricket. Mr X told him that the players had asked him to pay them money for them to do certain things in upcoming matches, although he didn’t tell him exactly what was said.³⁴

9.7 Mr X also told him that he (namely Mr X) would report the matter to the ICC ACU.³⁵

9.8 On 6 October 2019, he met with Mr Anwar and Mr Naveed at the Tim Hortons coffee shop in Sharjah, at Mr Naveed’s request. No mention of the discussion between Mr X and the two players on the beach on 1 October was made during this meeting. However, he did note that Mr Anwar appeared tense during the meeting. ³⁶

9.9 Both Mr Anwar and Mr Naveed were subsequently interviewed by the ACU about the allegations made by Mr X. While initially both players denied any involvement in the alleged activities, they ultimately made several admissions- although all on the premise that it was Mr X who initiated the proposals to fix matches.

Mr Anwar

10. In his pre-charge interviews with the ACU, Mr Anwar admitted the following:

³³ See paragraphs 22-23 of Mr Y’s witness statement, DB tab 2.

³⁴ See paragraph 24 of Mr Y’s witness statement, DB tab 2.

³⁵ See paragraph 24 of Mr Y’s witness statement, DB tab 2.

³⁶ See paragraphs 26-28 of the Mr Y’s witness statement, DB tab 2.

10.1.1 He had met with Mr X and Mr Y at the beach on 1 October 2019³⁷, however he stated that the purpose of the conversation was to discuss a contract for the upcoming T10 League and there was no discussion about corruption³⁸.

10.1.2 Mr Naveed was also present at the beach on 1 October 2019³⁹.

10.1.3 On 2 October 2019 there was contact between his phone and Mr X, including WhatsApp messages from Mr X which discussed “work” and how much would be paid for the “work” . However, he stated that he didn’t participate in these messages. He did admit, however, that the reference to “work” in this message was a reference to corruption⁴⁰.

³⁷ See transcript of ACU interview on 10 October 2019, part 1, (attached at Ex SR 4 at DB tab 3) at pages 365-37: “**STEVE RICHARDSON:** Have you been to a beach with [Mr Y]? ... **SHAIMAN ANWAR:** (43 sec pause) Yes. ... **STEVE RICHARDSON:** Okay. Who was with you? The truth. Who was with you? **SHAIMAN ANWAR:** (12 sec pause) The man I told you.

STEVE RICHARDSON: The man... the other man? **SHAIMAN ANWAR:** Yes. **STEVE RICHARDSON:** [Mr X]? **SHAIMAN ANWAR:** His name [Mr X]? **STEVE RICHARDSON:** This man? **SHAIMAN ANWAR:** Yes. Yes. **STEVE RICHARDSON:** So I'm showing you the picture of [Mr X]. **SHAIMAN ANWAR:** Yes.”

³⁸ See transcript of ACU interview on 10 October 2019, part 1, (attached at Ex SR 4 at DB tab 3) at page 41: “**STEVE RICHARDSON:** Bonus, okay. So are you saying this was only about playing in their team? The T10? **SHAIMAN ANWAR:** I told you [INDISCERNIBLE 01:01:30]. **STEVE RICHARDSON:** Was there any talk of corruption? **SHAIMAN ANWAR:** (23 sec pause) Nothing special, just asking about bonuses and... **STEVE RICHARDSON:** No? **SHAIMAN ANWAR:** Yeah. **STEVE RICHARDSON:** When you say nothing special, was there any talk of corruption? [URDU 01:02:07 - 01:02:12] **SHAIMAN ANWAR:** (12 sec pause) Nothing. He just asking to me, I told to him, give me more money, I will not play this much money so I...”

³⁹ See transcript of ACU interview on 10 October 2019, part 2, (attached at Ex SR 5 at DB tab 3) at page 10: “**STEVE RICHARDSON:** Nido [Mr Naveed] was there in the car. **SHAIMAN ANWAR:** No, no, no. **STEVE RICHARDSON:** Yes, he was. **SHAIMAN ANWAR:** At the last minute he came. **STEVE RICHARDSON:** He came at the last minute? **SHAIMAN ANWAR:** At the last minute. **STEVE RICHARDSON:** Okay. So he was there. But he walked on the beach with you? **SHAIMAN ANWAR:** Huh? **STEVE RICHARDSON:** He walked on the beach with you? [URDU 00:21:38 - 00:21:44] **SHAIMAN ANWAR:** We were outside all. **STEVE RICHARDSON:** Yeah.”

⁴⁰ See transcript of ACU interview on 10 October 2019, part 1, (attached at Ex SR 4 at DB tab 3), at page 53: “**STEVE RICHARDSON:** So, you say you didn't send these, what do you think this message is about? Forget... forget who it's to, what do you think this message looks like? **SHAIMAN ANWAR:** It's about corruption. **STEVE RICHARDSON:** It's about corruption. **SHAIMAN ANWAR:** Yeah. Yeah. **STEVE RICHARDSON:** Good. So we can agree with that? **SHAIMAN ANWAR:** Yeah. **STEVE RICHARDSON:** Yes, thank you. So if this is from your phone, okay, if these messages are to your phone, you have had a discussion with [Mr X] about corruption. Do you understand? You do? Okay. Do you agree? **SHAIMAN ANWAR:** Ah? **STEVE RICHARDSON:** Do you agree that if these messages are to and from your phone, you have had a discussion with [Mr X] about corruption? [URDU 01:27:30 -

- 10.1.4 On 2 October 2019 also there were messages from his phone number to Mr X relating to the Four Points hotel, a potential meeting at the Dubai Mall, a potential meeting at Mamzar beach, and that his telephone number was included in the messages with a message, apparently from him, asking Mr X to call him on that number⁴¹.
- 10.1.5 His telephone call logs show that he received a call from Mr X at a time which corresponds to the WhatsApp conversation on 2 October 2019 between him and Mr X where he asks Mr X to call him on a different number⁴².
- 10.1.6 When the WhatsApp messages on 2 October 2019 with Mr X were put to him, and in particular the message where he appears to say that Dubai Mall is not a safe place to meet because it is open, he accepts that nowhere is a safe place if you are doing wrong.⁴³

01:27:45] **SHAIMAN ANWAR:** I told you, this is showing this is corruption, okay? **STEVE RICHARDSON:** Yeah. Yep. **SHAIMAN ANWAR:** But I am not there if this... if you ask me can you do this thing. Even not my number... this is my number, I agree. This is my name, okay, I agree, but for this material I am out of it."

⁴¹ See transcript of ACU interview on 10 October 2019, part 1, (attached at Ex SR 4 at DB tab 3) at page 56: "**COLONEL Y AZAM KHAN:** He said that I have already told you what I knew but I never knew that out of these messages four are the same. **STEVE RICHARDSON:** It's because it's sent by you. These messages in white are sent by you. **SHAIMAN ANWAR:** This is true Mamzar Beach in Dubai. This is true this is my number. **STEVE RICHARDSON:** Yep. **SHAIMAN ANWAR:** This is true about the other thing. Dubai Mall... **STEVE RICHARDSON:** About Dubai Mall? **SHAIMAN ANWAR:** Yes, this is true. Dubai Mall in Dubai. **STEVE RICHARDSON:** And this is true about Four Points? **SHAIMAN ANWAR:** And this is true I went there, not there, I went to Sheikh Zayed Road. **STEVE RICHARDSON:** Very close. OVERTALKING...- **SHAIMAN ANWAR:** Yes **STEVE RICHARDSON:** Very close. So there's four things in this that correspond to you and it's to your number, yet, you say you haven't sent... **SHAIMAN ANWAR:** My... my name, yes. My name is there. **STEVE RICHARDSON:** Well, take it from me. We've looked at [Mr X's] phone and Shaiman UAE is your number. It's your name..."

⁴² See transcript of ACU interview on 10 October 2019, part 1, (attached at Ex SR 4 at DB tab 3) at page 57: "**STEVE RICHARDSON:** Okay, so try [redacted] and it'll have the calls, the call logs. So let me show you this, I'm gonna show you a photograph of [Mr Y], the phone of [Mr X], [Mr Y]... sorry, this is your phone. [redacted], that's his number, and you've spoken to him on the second, at 13:11, so that's 11 minutes past, incoming call for two minutes. Yeah? Do you see that? **SHAIMAN ANWAR:** Oh, yes."

⁴³ See transcript of ACU interview on 10 October 2019, part 1, (attached at Ex SR 4 at DB tab 3) at pages 47-48: "**STEVE RICHARDSON:** Okay. Is Dubai Mall a safe place? **SHAIMAN ANWAR:** Dubai Mall? **STEVE RICHARDSON:** Can you translate? [URDU 01:13:02 - 01:13:04] **SHAIMAN ANWAR:** No, anything... anywhere is not safe if you are doing wrong. **STEVE RICHARDSON:** Anywhere is not safe if you are

11. In his pre-charge interviews, however Mr Anwar denied that the conversation on the beach had involved any discussion about potential corrupt conduct, either at the upcoming Qualifiers or the T10 League⁴⁴.

Mr Naveed

12. In his pre-charge interviews with the ACU, Mr Naveed admitted the following:

12.1.1 He had met with Mr X, Mr Y and Mr Anwar at a beach during the evening of 1 October 2019⁴⁵. Mr Y was not involved in the conversation that took place between him, Mr X and Mr Anwar but went to the coffee shop.⁴⁶

12.1.2 During the conversation with Mr X at the beach, Mr X offered him 1 lakh dirham (approximately 0.15 million dirhams) to engage in corrupt conduct at the T10 League.⁴⁷

doing wrong? **SHAIMAN ANWAR:** Yes. Yes. **STEVE RICHARDSON:** Were you doing wrong? [URDU 01:13:18 - 01:13:21] **SHAIMAN ANWAR:** Nothing special, I told you. **STEVE RICHARDSON:** Nothing special? **SHAIMAN ANWAR:** Yeah. **STEVE RICHARDSON:** So Dubai Mall is safe if you're not doing wrong? [URDU 01:13:34 - 01:13:40] **SHAIMAN ANWAR:** If you were... if you are sitting there and not doing anything, this is a safe place."

⁴⁴ See transcript of ACU interview on 10 October 2019, part 2, (attached at Ex SR 5 at DB tab 3) at page 4: "**COLONEL MOHAMMAD AZAM KHAN:** He's saying that we did not talk anything on corruption in cricket but we do talk about my selection in T10 League at a higher rate with more money."

⁴⁵ See transcript of ACU interview with Mr Naveed on 10 October 2019 (part 2), (attached at Ex SR 2 at DB tab 3) at page 21: "**HAZEL RAINE:** And then what happened? Come on then, then what happened at the beach? Tell me what happened at the beach. **MOHAMMAD NAVEED:** Not happened Ma'm. **HAZEL RAINE:** You got out with Shaiman and [Mr X], and you went for a walk on the beach for about 15 minutes, had a chat and [Mr Y] stopped in the coffee shop. **MOHAMMAD NAVEED:** 10 to 15 minutes. Yeah, just in the... ."

⁴⁶ Ditto

⁴⁷ See transcript of ACU interview with Mr Naveed on 11 October 2019, (attached at Ex SR 3 at DB tab 3) at pages 6-7: "**COL. MOHAMMED AZAM [translating]:** He says that during that meeting, Shaiman was busy with his mobile and [redacted] was straight talking to me. And then he tried to impress me and told me that I have a team in T10, I am the owner and I have one of my own book which is probably the biggest book-- betting. He posed that he's one of the best book maker in India and he has his own betting account and there are no issues. So, he will definitely help him out as far as the finances are concerned. And then he offered him around five-- point five, half million... **COL. MOHAMMED AZAM:** दिरहम थे या-- **COL. MOHAMMED AZAM:** It was Dirhams or-- **MOHAMMAD NAVEED:** एक लाख-- एक लाख पचास हज़ार, एक लाख-- इस तरह बोला वो। **MOHAMMAD NAVEED:** One lac-- One lac fifty thousand, One lac-- He said

- 12.1.3 He had also, himself, asked Mr X how much money Mr X could offer him to fix in the T10 League, to which Mr X responded by saying he could offer 25,000 dirhams.⁴⁸
- 12.1.4 He accepted that he had engaged in the WhatsApp conversation with Mr X on 2 October 2019 in which, amongst other things, he asked for Mr X's betting account details⁴⁹.
- 12.1.5 He had received a corrupt approach from Mr X at the beach in relation to the T10 League which he should have reported to the anti-corruption authorities but, because of his friendship with Mr Y and not wanting him to get into trouble, he had not reported the conversation.⁵⁰

something like this. **COL. MOHAMMED AZAM:** He offered him money. One lakh. One lakh means almost point one million. **ANDREW EPHGRAVE:** Fifty thousand. **COL. MOHAMMED AZAM:** All right, one lakh fifty thousand is point one five million dirham. And so on. And then he said okay. [Redacted], further we can discuss it later. Okay."

⁴⁸ See transcript of ACU interview with Mr Naveed on 11 October 2019, (attached at Ex SR 3 at DB tab 3) at page 19: "**COL. MOHAMMED AZAM:** He says that during those discussions I asked him that how much money you can offer me? **HAZEL RAINE:** Okay. **COL. MOHAMMED AZAM:** He said to him and he said okay, twenty-five thousand, thirty thousand. **दिरहम या डॉलर्स?**

Dirhams or Dollars? **MOHAMMAD NAVEED:** दिरहम। दिरहम की बात हो रही थी ऐसे ही। **MOHAMMAD NAVEED:** Dirham. We were talking about Dirhams just like that. **COL. MOHAMMED AZAM:** Dirham. He was talking twenty-five Dirham. And then I told him that I'm-- he-- he told-- [redacted] told him that you people are from UAE team and you're not worth more than this. And then he told him that -- [redacted], that I am the Captain and I'm Mohammad Naveed and I am known to all of the world as a player and what is your worth because nobody knows you."

⁴⁹ See transcript of ACU interview with Mr Naveed on 11 October 2019, (attached at Ex SR 3 at DB tab 3) at page 43: "**MOHAMMAD NAVEED:** I am accept saying this myself. I am accept doing this myself. **COL. MOHAMMED AZAM:** He said, I'm accepting this that this is a true copy. This he has talked to him."

⁵⁰ See transcript of ACU interview with Mr Naveed on 11 October 2019, (attached at Ex SR 3 at DB tab 3) at page 26: "**MOHAMMED NAVEED:** Ma'am, I accept my mistake. I will go this people and I will talk. This happened I will accept is my mistake.

HAZEL RAINE: Okay. **MOHAMMED NAVEED:** Everything I accept is my mistake. I will admit my mistake. Everything I will talk, Colonel Saheb, this happened, this happened. I already will talk. Not, you know, is I will lie. Hundred percent I will talk is this happened. **HAZEL RAINE:** Okay, and from what happened there from what you've told me, do you agree that [Mr X]/[redacted] made an approach to you. **HAZEL RAINE:** And why did you not report that? **MOHAMMED NAVEED:** It's my mistake. **HAZEL RAINE:** Okay and you know... **MOHAMMED NAVEED:** Yeah, is my mistake. मैंने ये ही सोचा था कि यार छोड़ो यार, क्या किसी को report करनी है, छोड़ो। अपना अच्छा चल रहा है, हम खेल रहे हैं। खत्म करो, छोड़ो। किसी का नाम लेंगे, ठीक है। फ़साने वाली बात है की यार की देखो किसी ने फ़सा दिया। [Mr Y] मेरा दोस्त था। दोस्ती-- दोस्ती के लिए-- **MOHAMMED NAVEED:** Yeah, is my mistake. I thought about leaving it, report, to leave it. I'm doing good, We are playing. Finish it, leave it. They will drag someone's name, alright. This is about trapping

- 12.1.6 It was clear to him that those messages between Mr X and Mr Anwar of 2 October 2019 were 100% about corruption.⁵¹
13. Mr Naveed, however, denied in his interviews, any suggestion that he himself had made any corrupt offer to Mr X, or that the conversation had discussed potential corrupt Conduct at the T20 Qualifiers.
14. During the course of the investigation, Demands under Code Article 4.3 were issued to Mr Naveed and Mr Anwar to surrender their mobile devices to the ACU to allow the ACU to review their content for relevant calls and messages etc. In addition, at the ACU's request, Mr X also consented to the ACU reviewing the contents of his mobile phone.

4. PROCEDURAL HISTORY

Mr Anwar

15. On 16 October 2019, the ICC issued a Notice of Charge to Mr Anwar⁵² and provisionally suspended him pending resolution of the charges:

4.4.1 a breach of Code Article 2.1.1 (*"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 International Match, including (without limitation) by deliberately underperforming therein"*) on the basis of his dealings with Mr X and, in particular,

someone . [My Y] was my friend. For the sake of friendship-- -- COL. MOHAMMED AZAM: He accepts- - he accepts that it is my mistake that I was approached and did not report because [Mr Y] was my friend. And I said we are playing cricket. I don't want to get into this. HAZEL RAINE: Okay."

⁵¹ See transcript of ACU interview with Mr Naveed on 11 October 2019, (attached at Ex SR 3 at DB tab 3) at page 34: "HAZEL RAINE: Okay. So, in relation to that what I just read out, would you-- would you say that you thought that was a conversation about corruption? MOHAMMED NAVEED: Hundred percent, Ma'am."

⁵² At DB tab 6.

that he attempted to contrive (i.e. plan or conspire) with Mr X to fix aspects of the upcoming Qualifiers;

- 4.4.2 a breach of Code Article 2.4.4 (*“failing to disclose to the ACU (without unnecessary delay) full details or any approaches or invitations received by the Participant to engage in Corrupt Conduct under the Anti-Corruption Code”*), on the basis of his failure to report the discussions he had with Mr X to the ACU.

16. On 17 October 2019 after receipt of the Notice of Charge, Mr Anwar asked to speak to the ACU again and therefore attended at its offices for a post charge interview. In this interview, he altered the position he had taken in previous interviews and, amongst other things, admitted the following:

16.1.1 When he met with Mr X and Mr Naveed at the beach on 1 October 2019, the conversation was actually about corruption, not potential T10 contracts⁵³.

16.1.2 Mr Naveed told Mr Y to go somewhere else while he, Mr Anwar and Mr X had a discussion at the beach⁵⁴.

⁵³ See transcript of ACU interview on 17 October 2019, (attached at Ex SR 6 at DB tab 3) at page 13: **SHAIMAN ANWAR:** So [Mr X] started all corruption pointer. **STEVE RICHARDSON:** Corruption talk? **SHAIMAN ANWAR:** Corruption... what we do, what we... what we can do. He just started, hello, how are you normally. **STEVE RICHARDSON:** What did he say to you? **SHAIMAN ANWAR:** Who? **STEVE RICHARDSON:** [Mr X]. **SHAIMAN ANWAR:** Actual, that time... that time he talk to me, well, Naveed was not there, he told to me about the money. We will get if we will get this much, I was silent, if we will get this much, I will get this much, you will get this much and [Mr Y] this will get this much. Okay, okay, okay. They all was okay, and I was silent. Because I was laughing meeting about the contract. And this guy started regarding corruptions. **STEVE RICHARDSON:** Okay. **SHAIMAN ANWAR:** Yes. So... **STEVE RICHARDSON:** You... you thought you were going to a meeting about a contract? **SHAIMAN ANWAR:** Yes. I told to him I want to meet your sponsors. **STEVE RICHARDSON:** And [Mr X] started talking to you about corruption? **SHAIMAN ANWAR:** [Mr X] was not a clear person, as he told me before. **STEVE RICHARDSON:** Okay. I'm... I'm... I'm listening. Carry on. **SHAIMAN ANWAR:** Yes. When he told me I was there, this part of money, and this part of money, and this part of money, we will share. **STEVE RICHARDSON:** How much money did he say? **SHAIMAN ANWAR:** Up to amount came 50,000, one lakh, two lakh. **STEVE RICHARDSON:** Dirhams? **SHAIMAN ANWAR:** Yes.”

See also page 19: **STEVE RICHARDSON:** Okay. So [Mr X] there... there had been talk about corruption and money? **SHAIMAN ANWAR:** Definitely [Mr X] came in front. He directly about... **STEVE RICHARDSON:** I was talking about... **SHAIMAN ANWAR:** ... corruption, about money. **STEVE RICHARDSON:** So it wasn't about contracts to play? **SHAIMAN ANWAR:** Nothing, nothing like that. [Mr X] didn't say about contract.”

⁵⁴ See transcript of ACU interview on 17 October 2019, (attached at Ex SR 6 at DB tab 3) at pages 14-15: **SHAIMAN ANWAR:** [Mr Y] was there. When Nido came **STEVE RICHARDSON:** Yeah. **SHAIMAN**

- 16.1.3 Before Mr Naveed joined the group on 1 October 2019, it was agreed between Mr X and Mr Y that Mr X would be introduced to Mr Naveed by the name '[redacted]'.⁵⁵
- 16.1.4 During the conversation on the beach, Mr Naveed exchanged hot words with Mr X.⁵⁶
- 16.1.5 He had gone to the meeting because Mr Y had promised that it was a meeting with team owners or sponsors, he hadn't really wanted to meet with Mr Y. When he arrived and realized it was Mr X whom he was meeting, he was angry with Mr Y.⁵⁷

ANWAR: After that Nido told this person should be **SHAIMAN ANWAR and COLONEL MUHAMMAD AZAM KHAN:** [URDU 00:26:47 - 00:26:51] **COLONEL MUHAMMAD AZAM KHAN:** He should be sent away. **STEVE RICHARDSON:** Okay. **SHAIMAN ANWAR:** Yeah. At that. **STEVE RICHARDSON:** Who was he talking about should be sent away? [Mr X]? **SHAIMAN ANWAR:** Naveed. That time he was smoking. **STEVE RICHARDSON:** Who was? **SHAIMAN ANWAR:** [Mr Y]. **STEVE RICHARDSON:** [Mr Y]. **SHAIMAN ANWAR:** Yes. **STEVE RICHARDSON:** And Nido said he should be sent away? **SHAIMAN ANWAR:** Yes. **STEVE RICHARDSON:** So [Mr Y] was sent away? **SHAIMAN ANWAR:** Yes. **STEVE RICHARDSON:** Okay. **SHAIMAN ANWAR:** When we were at the beach. **STEVE RICHARDSON:** Why? **SHAIMAN ANWAR:** Maybe he don't want to share with him anything. **STEVE RICHARDSON:** Okay. **SHAIMAN ANWAR:** Maybe. **STEVE RICHARDSON:** So Nido didn't want to share any of the talk with [Mr Y]? **SHAIMAN ANWAR:** Yes. **STEVE RICHARDSON:** Because... but the talk was about corruption? **SHAIMAN ANWAR:** Yes. **STEVE RICHARDSON:** And Nido didn't want [Mr Y] to be involved in that? **SHAIMAN ANWAR:** Yes".

⁵⁵ See transcript of ACU interview on 17 October 2019, (attached at Ex SR 6 at DB tab 3) at page 17: "COLONEL MUHAMMAD AZAM KHAN: They had already coordinated that when Naveed will join us then [Mr Y] will not call him by the name of [Mr X] but with the name of [redacted]."

⁵⁶ See transcript of ACU interview on 17 October 2019, (attached at Ex SR 6 at DB tab 3) at page 19: "STEVE RICHARDSON: But... but there had been talk about corruption and [Mr X] had said you're just UAE? **SHAIMAN ANWAR:** Yeah, yeah, yeah. **STEVE RICHARDSON:** And Naveed had said, I'm the captain? **SHAIMAN ANWAR:** Ah, maybe. **STEVE RICHARDSON:** Can you... you understand that? **SHAIMAN ANWAR:** Yes. **STEVE RICHARDSON:** Yeah? And then hot words exchanged? **SHAIMAN ANWAR:** Yes. **STEVE RICHARDSON:** And you were on the phone? **SHAIMAN ANWAR:** Yeah."

⁵⁷ See transcript of ACU interview on 17 October 2019, (attached at Ex SR 6 at DB tab 3) at pages 19-20: "**SHAIMAN ANWAR:** Nothing is there. He directly came and I was angry on [Mr Y] because I... two, three calls on the way he call me, he... he was very confused. Please stay there, don't go there, I don't have enough time you please this and that. **STEVE RICHARDSON:** Okay. So... **SHAIMAN ANWAR:** I... **STEVE RICHARDSON:** Sorry. Go on. **SHAIMAN ANWAR:** I... I was thinking something not good so I told to him, okay, I am here. I just wait only for five minutes. I just. **COLONEL MUHAMMAD AZAM KHAN and SHAIMAN ANWAR:** [URDU 00:33:27 - 00:33:29] **SHAIMAN ANWAR:** ... purposely, I just telling him purposely, okay, I am not stay here, only for five minutes, I will go out so no need to come. No, no, I am coming, I will please. I told to him, okay, I will wait here. Hundred percent sponsors or your team owner's with you? Yes, of course. And he came, [Mr X] was there."

16.1.6 He confirmed that he had received a call from Mr X at 1.11 pm on 2 October 2019 which lasted around 2 ½ minutes. This call is consistent with the WhatsApp messages entered into between him and Mr X where, at 1.09 pm, he had sent a message to Mr X asking him to call him. He confirmed that in this call he and Mr X discussed Mr X's request to meet him and where they should meet.⁵⁸

16.1.7 He confirmed that he met with Mr X on 4 October 2019 near Mr X's hotel.⁵⁹

16.1.8 He accepted that he had lied to the ACU in his previous interviews when he had said he had not sent or received the messages in the WhatsApp conversation between him and Mr X on 2 October 2019.⁶⁰

⁵⁸ See transcript of ACU interview on 17 October 2019, (attached at Ex SR 6 at DB tab 3) at pages 22-23: **“STEVE RICHARDSON:** So shortly afterwards at 1:09. **SHAIMAN ANWAR:** Yes. **STEVE RICHARDSON:** You said "Call me," and that's your number ending 7180? **SHAIMAN ANWAR:** Yeah. **STEVE RICHARDSON:** And then we know there was a 2 1/2 minute call in to you. **SHAIMAN ANWAR:** Yes. **STEVE RICHARDSON:** What was that call about? **SHAIMAN ANWAR:** Come to here, Dubai, so I have some meeting I have... I have to meet some of my brother or someone, I am in... near to downtown, he told to me. Okay. But just these words we shared to each other, he told me I am with meeting or with someone as they are in downtown so I, that's why I am asking to come to Dubai Mall. This is beside me. **STEVE RICHARDSON:** Mm-Hm. **SHAIMAN ANWAR:** I told, come to Mamzar Beach. I was checking he's if he come Mamzar Beach then he can come in Sharjah. **STEVE RICHARDSON:** Mm-Hm. **SHAIMAN ANWAR:** At that time, I was not there. **STEVE RICHARDSON:** Mm-Hm. **SHAIMAN ANWAR:** I told you I go to Mamzar Beach with my friend. My friend has, had his girlfriend. **STEVE RICHARDSON:** 'Cause this was the day after the beach meeting you all four had, wasn't it? **SHAIMAN ANWAR:** No, no, no, no. **STEVE RICHARDSON:** This was on the 2nd? **SHAIMAN ANWAR:** This is after the meeting. **STEVE RICHARDSON:** Yeah, after the beach meeting. **SHAIMAN ANWAR:** Yes, after the beach meeting. Yes.”

⁵⁹ See transcript of ACU interview on 17 October, (attached at Ex SR 6 at DB tab 3) at pages 25-26: **“STEVE RICHARDSON:** Okay. So this meeting at the Four Points. **SHAIMAN ANWAR:** Yes. **STEVE RICHARDSON:** By Sheraton at Sheikh Zayed Road, you met [Mr X] there, what did you discuss there? **SHAIMAN ANWAR:** Actual I was... **SHAIMAN ANWAR and COLONEL MUHAMMAD AZAM KHAN:** [URDU 00:43:14 - 00:43:17] **COLONEL MUHAMMAD AZAM KHAN:** He... he was driving nearby. **SHAIMAN ANWAR:** I was driving. I message to him. **STEVE RICHARDSON:** Yep. **SHAIMAN ANWAR:** Hi. How are you? He told me I am there. **STEVE RICHARDSON:** Yeah. **SHAIMAN ANWAR:** So I told to him can we meet, yes. **STEVE RICHARDSON:** Yes. This was the day after the beach meeting where he talked about corruption? **SHAIMAN ANWAR:** Yes. This is the last meeting with... with [Mr X]. **STEVE RICHARDSON:** Okay. Okay. **SHAIMAN ANWAR:** No, no, he told to me I will go back today or yesterday, but he didn't go back.”

⁶⁰ See transcript of ACU interview on 17 October, (attached at Ex SR 6 at DB tab 3) at page 37: **“STEVE RICHARDSON:** About first work. **SHAIMAN ANWAR:** First work, I didn't saw the message... **STEVE RICHARDSON:** Yeah. **SHAIMAN ANWAR:** ... immediate I deleted it. **STEVE RICHARDSON:** You deleted it because it was suspicious. When I first spoke to you, you denied that you had sent or received

17. On 28 October 2019, Mr Anwar responded to the Notice of Charge⁶¹, stating:

“Apropos your letter dated 16TH instant regarding above-cited subject I wish to extend my submissions as under;

A) Charge No.1

My friend [Mr Y] informed me that he was coming to me for a meeting with an owner of a franchise team for T10 league. I enquired about the person who was accompanying him as owner of a franchise team of T10 league. My friend [Mr Y] confirmed that he was making arrangements with a real owner of franchise team of T10 league. When he came to me I was astonished to see that Mr. [X] was with him who was being pretended as owner of franchise team of T10 league. This was a serious mistake of my friend Mr. Y due to which I was dodged/cheated. Mr. [X] was known to me for his last year hiring players for a T10 league. I accept that it was my duty to inform ICC anti corruption unit about the contact of [Mr X] but I could not do it keeping in mind the nobility and fair dealing of my friend Mr Y . It is however reiterated that my illusion about the behavior of [Mr X] has not influenced any result or any other aspect of any match in ICC world T20 qualifier 2019.

B) Charge No.2

It is correct that [Mr X] was talking about a corrupt practice and he sent a whatsApp message but it is also correct that in the meeting of [Mr Y], [Mr Y] and Muhammad Naveed there was a scuffle between [Mr X] and Muhammad Naveed which ended in hot words and nothing was decided or planned for any match. It was my duty to inform ICC anti corruption unit but I could not do it because I was really confused by the circumstances and behavior of my friends and colleagues which is regretted from the core of my heart.”

these messages. That was your first response. COLONEL MUHAMMAD AZAM KHAN: [URDU 01:07:01 - 01:07:05] SHAIMAN ANWAR: I was wrong. I was wrong. STEVE RICHARDSON: You told a lie then? COLONEL MUHAMMAD AZAM KHAN: [URDU 01:07:09 - 01:07:10] SHAIMAN ANWAR: I told you I was wrong. STEVE RICHARDSON: You told a lie to me. SHAIMAN ANWAR: Yes. STEVE RICHARDSON: Okay. Understood.”

⁶¹ At DB tab 8.

Mr Naveed

18. On 16 October 2019, the ICC issued Notices of Charge to Mr Naveed (both on its own behalf and on behalf of the ECB)⁶², and provisionally suspended him pending resolution of the charges:

18.1 In respect of the ICC Code:

4.1.1.1 a breach of Code Article 2.1.1 (*“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 International Match, including (without limitation) by deliberately underperforming therein”*) on the basis of his dealings with Mr X and, in particular, that he attempted to contrive (i.e. plan or conspire) with Mr X to fix aspects of the upcoming Qualifiers;

4.1.1.2 a breach of Code Article 2.4.4 (*“failing to disclose to the ACU (without unnecessary delay) full details or any approaches or invitations received by the Participant to engage in Corrupt Conduct under the Anti-Corruption Code”*), on the basis of his failure to report the discussions he had with Mr X which involved approaches to engage in Corrupt Conduct to the ACU.

4.1.2 In respect of the ECB Code:

4.1.2.1 a breach of Code Article 2.1.1 (*“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”*) on the basis of his dealings with Mr X and, in particular, that he attempted to contrive (i.e. plan or conspire) with Mr X to fix aspects of the upcoming T10 League;

4.1.2.2 a breach of Code Article 2.4.4 (*“failing to disclose to the Designated Anti-Corruption Official (without unnecessary delay) full details or any approaches or*

⁶² At DB tab 4 and 5.

invitations received by the Participant to engage in Corrupt Conduct under this Anti-Corruption Code”), on the basis of his failure to report the discussions he had with Mr X which involved approaches to engage in Corrupt Conduct to the Designated Anti-Corruption Official, the ACU.

19. On 26 October 2019, Mr Naveed responded to the Notice of Charge⁶³. In his response, he stated:

“I am writing this email to express my views and regret on the above Charges imposed on me by the ACU.

It was a trap setup by my friend, Mr. Shaiman and Mr.[Y] who took me with them to the beach where we met Mr.[redacted] ([Mr X]) and i was unaware of his name and intentions till when i got indulged with [redacted] who was introduced to me as [redacted] Into a dispute over a talk when he abused my UAE’s Cricket being whole heartedly and devoted towards my team I couldn’t bear a single word against my team and I hereby state that i failed to inform my board that i being in state of negligence took this act and such discussions non seriously. The above group meeting was held with particular person (Mr. [X], Mr Shaiman and Mr. [Y]) . After 2-3 days of the above mentioned meeting in general I had a deliberate discussion in Tim Hortans over a coffee with Mr [Y] and Mr. Shaiman being a part of it , about the group meeting with Mr. [X] and indulged into a slight argumentation with Mr. [Y] where I shared my views that I don’t feel good at all by meeting Mr [X] and is faulty and requested him not to introduce me to anyone like such and adviced him to stay away too . As in a decade of my professional career I have never met or indulged my self into such activity of meeting peopel like Mr. [X] . As a national player and having served UAE cricket for decade and leagues around the world i have never indulge or even thought of such acts in my life. As you can see in my chat with [Mr X] i was trying to get rid of him as soon as i can as my inner self was sensing something wrong. I believe i was never educated about the consequences of such breaches and allegations. I regret that in saving my friend i did wrong to myself.

⁶³ At DB tab 7.

I have fully cooperated with ACU and give aforesaid statement Regarding the incident and I hereby accept this breach and would like to request ACU for a complete orientation in my language to help me understand and fight such scenarios in future.

Would like to request ICC General counsel and ACU to consider minimal punishment for my acts."

Disciplinary Proceedings

20. The charges against both Mr Naveed and Mr Anwar were referred to the Chairman of the ICC Code of Conduct Commission on 27 January 2020, with a request that the Chairman appoint an Anti-Corruption Tribunal to determine the charges against the two players.
21. On 12 February 2020, the parties were advised that the Anti-Corruption Tribunal appointed to determine the charges against the players comprised Michael J Beloff QC (as Chair), United Kingdom, Michael Heron QC (New Zealand) and Imtiaz Uddim Ahmad Asif, Barrister (Bangladesh).
22. On 23 March 2020, the Chair of the Anti-Corruption Tribunal issued directions with regards to the timetable for the exchange of written submissions (subsequently amended through the agreement of the parties and the Tribunal in consequence of the disruption caused by the pandemic Covid-19).
23. 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 Naveed and Mr Anwar 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 Defendants or was, in the Chair's view, discernible as to why justice requires any different direction.
24. Between April and July 2020, the parties submitted their respective written submissions (ICC opening brief on 30 April 2020, Answer Brief of Mr Anwar on 18 June 2020, Answer Brief of Mr Naveed on 18 June 2020 and ICC Reply Brief on 11 July 2020).

25. On 15 and 16 November 2020 a hearing was held by video conference in which the parties were represented as follows:

- ICC by Ms Kendrah Potts and Ms Sally Clark,
- Mr Anwar by Mr Fahid Verya; and
- Mr Naveed by Mr Santanu Ghosh.

The Tribunal is grateful to all of them for their written and oral submissions.

5. THE LAW

26. It was common ground between the parties that

- (i) Under Code Article 3.1, it is for the ICC to establish each of the elements of the charges against Mr Naveed and Mr Anwar to the comfortable satisfaction of the Anti-Corruption Tribunal, bearing in mind the seriousness of the allegation made.⁶⁴
- (ii) The scope of the evidence upon which ICC can rely to establish those elements is illustrated by Code Article 3.2.1. : *“the Anti-Corruption Tribunal shall not be bound by rules governing the admissibility of evidence in judicial or other proceedings. Instead, facts may be established by any reliable means, including admissions and circumstantial evidence.”*

27. Three particular points of construction of the substantive provisions of the Code relied on by the ICC were debated during the parties’ submissions

- (i) What was meant by “contriving” in the context of Article 2.1.1 (“the contriving issue”)

⁶⁴ 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 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.”*

- (ii) What was the meaning of “any international match” in Article 2.1.1 (“the international match issue”)
- (iii) What was the meaning of the parenthesised phrase “unnecessary delay” in Article 2.4.4. (“the delay issue”)

The Tribunal will consider them in order.

The Contriving Issue

28. Article 2.1.1 proscribes

“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 *International Match*, including (without limitation) by deliberately underperforming therein.”

29. In the Tribunal’s view contriving bears its ordinary and natural meaning of devising, creating, forming or planning something (see for example the definition in the Oxford or Cambridge English Dictionaries). The Tribunal notes that the entire Article is drafted so as to capture any form of corrupt activity calculated to distort what, absent such activity, would be the course or conclusion of an International Match.

30. Contriving is one of a trio of proscribed actions, the others being fixing or otherwise influencing improperly. The proscription on such contriving is enlarged in two ways (a) by embracing being a party to any agreement or effort to contrive as distinct from being the primary actor and (b) by embracing attempts even if unsuccessful - Article 2.5.1⁶⁵.

31. There may be a measure of overlap between the various forms of proscribed activity (eg agreements under Article 2.1.1 and Article 2.5.1) but in the Tribunal’s view, such overlap

⁶⁵ Any attempt by a *Participant*, or any agreement by a *Participant* with any other person, to act in a manner that would culminate in the commission of an offence under the *Anti-Corruption Code*, shall be treated as if an offence had been committed, whether or not such attempt or agreement in fact resulted in such offence.

is not of itself a matter for concern. As will appear below, the cases before it have revealed no obvious omissions in the Articles so widely drafted.

The International Match Issue

32. In the Tribunal's view, Articles 2.1.1 and 2.1.2 containing the phrase "*any international match*" do not, require precise identification of the specific International Match or Matches to be fixed or improperly influenced, provided that the person charged took, or within the meaning of Article 2.5.1, attempted to take, any definitive and specific steps to fix or in any other way improperly influence an International Match. As long as the reference to an International Match is not phrased in terms of such generality as to cast doubt upon the genuineness of the intention improperly to influence such a match ("the proviso") or the charge is so general as not to fairly inform the defendant so as to allow him to respond thereto in a defence.
33. A purposive approach to the meaning of Articles 2.1.1 and 2.1.2 is required by both general principle (see *QFA v FIFA CAS2012/A/2742* para 197), as well as the specific provision in Article 1.2.⁶⁶ Considering the mischief to which the Code is directed, i.e. corruption (see generally Article 1) it cannot make any sensible difference from that perspective, subject always to the proviso if someone contrives for an international player to throw away his wicket either in a precisely identified "international match" or one not so precisely identified; the contriving in either case is equally corrupt. Furthermore due weight must be given to the word "any", which supports the conclusion that the charge must relate not only to an International Match but also to a potential International Match (for example, forthcoming, scheduled or anticipated).
34. The proferentem rule - construing an ambiguity against the author of the code - would only be applicable, if **after** giving a purposive construction to the rule, any ambiguity

⁶⁶ The *Anti-Corruption Code* is to be interpreted and applied by reference to the fundamental sporting imperatives described in Article 1.1 (including, without limitation, where an issue arises that is not expressly addressed in the *Anti-Corruption Code*). Such interpretation and application shall take precedence over any strict legal or technical interpretations of the *Anti-Corruption Code* that may otherwise be proposed'

remained. In the Tribunal's view none is detectable. The Code is intended to stamp out corruption in cricket including the making of corrupt approaches to players in the game.

35. In the Tribunal's view, the reference to "any International Match", which is itself general, is intended to indicate over what matches the ICC always has disciplinary jurisdiction (i.e. international ones) and those over which a national body may also have disciplinary jurisdiction (i.e. domestic ones) - see ICC Code Note in box under 1.4.3 p4. It was not intended to limit or restrict the ambit of the Article.

The Delay Issue

36. Article 2.4.4 proscribes "...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*."

37. In the Tribunal's view 'disclose' bears its ordinary and natural meaning of "make known or reveal" (again see the definitions in the Oxford English Dictionary) It would not, therefore, embrace admissions extracted in the course of an interview with the ICC.

38. In the Tribunal's view the Article envisages that the default position is that disclosure of the approaches or invitations described should be made as soon as they are received. Any delay thereafter in disclosure will amount to a breach if it is unnecessary. What is or is not unnecessary will be a question of fact to be assessed by reference to the particular circumstances of the particular case and the nature of any explanation or excuse advanced for the delay. Non (as distinct from delayed) disclosure will always be a breach.

39. The Notes to Article.2.4.4 state

"It is acknowledged that the fight against corruption requires prompt reporting of all such approaches and any unnecessary delay in doing so may undermine the effectiveness with which the ACU and other relevant anti-corruption bodies can protect the integrity of the sport. It is acknowledged that the assessment of whether there had been 'unnecessary delay' in each case will depend on its own circumstances, but it is always unacceptable (and will therefore constitute

'unnecessary delay') for a Participant to wait until after the match in respect of which he/she was invited to engage in Corrupt Conduct before reporting that approach to the ACU.

A Participant shall not discharge his burden under this Article unless and until the required disclosure has been made directly to the ACU by such Participant. It is not sufficient for such disclosure to be made instead to any other third party, including any player, club or team official, or National Cricket Federation representative."

40. In so far as those Notes purport to construe the Article to which they refer the Tribunal is of the view that they do so correctly.

6. ANALYSIS

41. While the cases of Mr Anwar and Mr Naveed must be separately considered; the ICC's approach to both was inevitably similar. The ICC continued to rely upon the interviews with Mr X and Mr Y, the witnesses for the prosecution, and of both defendants.

42. Mr Anwar made an attack upon the integrity of the transcripts on the basis that no evidence had been provided by the transcribers. Mr Naveed on the same basis more circumspectly simply reserved his position. The Tribunal has no hesitation in relying on the transcripts. It cannot consider the absence of evidence from the transcribers as in any way suspicious. In the experience of all its members the provision of such evidence would be highly unusual without a reason to require it. Mr Richardson's explanation of how the transcripts were compiled in his second witness statement, verified at the hearing, is entirely orthodox and convincing. In summary, the transcribers have no perceptible motive to adulterate the transcripts taken from the recordings of the interviews. The ICC, even if it had a motive (which the Tribunal unequivocally discounts), has no real capacity to do so. Moreover, Mr Anwar gave no example of any amendment to or omission of the interview words attributed to him or indeed anyone else. The Tribunal deprecate the making of so serious an allegation as one of tampering with transcripts without a scintilla of evidence to support it. The Tribunal also rejects as equally without foundation the

suggestion by Mr Anwar that it was the ACU who contacted Mr X (not vice versa) *and "forced him to be an accomplice to start proceedings against the Defendants"*⁶⁷ or that Mr Y *"made his witness statement in connivance with the ICC just to implicate the Defendants in this instant case"*⁶⁸.

43. The Tribunal is, however, prepared to recognize that the transcripts, while made in good faith and professionally, may not have always captured the entirety of the interview statements, especially those of the Defendants, which were sometimes indistinct and indeed some items were described in the transcripts themselves as "INDISCERNIBLE" and sometimes required translation into English. The Tribunal also recognizes it was not always easy to understand immediately what precisely the interviewee meant by his statements. The Tribunal was, nonetheless, confident that it had understood the main points to emerge from those interviews, fortified as it was with sight and sound of the ICC's witnesses at the hearing itself.

44. The Tribunal did not, however, have the benefit of the Defendants giving evidence at the hearing. It was common ground that neither was obliged to give evidence. Both had, however, been warned by the ICC that the Tribunal would be invited to draw adverse inferences from their choice not to do so.

45. The Tribunal guided itself in this context by dicta it found persuasive. In *Wisniewski v Central Manchester Health Authority*, the UK Court of Appeal held⁶⁹:

"in certain circumstances a court may be entitled to draw adverse inferences from the absence or silence of a witness who might be expected to have material evidence to give on an issue in an action. If a court is willing to draw such inferences, they may go to strengthen the evidence adduced by the other party on that issue or to weaken the evidence, if any, adduced by the party who might reasonably have been expected to call the witness. There must, however, be some evidence, adduced by the opposite party on the matter in question which raises a case to answer, before the court is entitled to draw the desired inference."

⁶⁷ Transcript Day 1 p.9.

⁶⁸ Transcript Day 1 p.64

⁶⁹ [1998] PIQR P324, CA

In *USADA v Montgomery* CAS2004/O/645 the Court of Arbitration for Sport reached a similar conclusion in finding that it did have the power to draw an adverse inference from Mr Montgomery's choice not to give evidence in the case against him.

The Court held (at paragraph 53):

"On 17 September 2005, the Panel advised the parties that, having considered their written and oral arguments and the legal authorities filed by them for and against the drawing of an adverse inference, and after deliberation, it found that 'it does have the right and power to draw an adverse inference from Mr. Montgomery's refusal to testify. More particularly, it may draw adverse inferences in respect of allegations regarding which USADA has presented evidence that would normally call for a Response from the Respondent himself, and nor merely from his experts or counsel."

The Court decided, however, that there was no need to draw an adverse evidence against Mr Montgomery as the evidence was sufficient to convict him without doing so.⁷⁰

As was said recently in analogous circumstances by Lord Justice Baker in *Re T and J (Children)* TLR 19 November 2020

"The decision whether or not to draw an adverse inference from refusal to answer questions would depend upon the circumstances of the case"

46. In the Tribunal's view, in the present case it is entirely appropriate to draw adverse inferences from the Defendants decision not to give evidence. As will appear from the Tribunal's analysis of the evidence there were sundry matters which cry out for an explanation, for example, why the Defendants on any view discussed corruption with Mr X but failed to report it; or why if they were repelled by the approach of Mr X did they continue to contact him; or what was the meaning of the conversations with him which are recorded in evidence. The Tribunal can only conclude that the Defendants must have recognized that they had no credible explanation.

⁷⁰ CAS 2004/0/645 at paragraph 55.

47. Moreover, quite apart from any issue as to when it is appropriate to draw adverse inferences from the decision of a party not to give evidence, his decision not to give evidence of itself has an adverse impact, where such party is a defendant, on his defence. A Tribunal is never bound to accept the evidence of a prosecution (or any) witness simply because it is uncontroverted but it would ordinarily be less likely to reject it if it is not controverted. Further, while Counsel for a defendant is able to cross examine a prosecution witness on the basis of instructions (and vice versa) Counsel cannot give evidence to fill any gaps in the client's case. Nor where a material event is capable of two interpretations can Counsel persuasively advance the interpretation more favourable to the client without the client being prepared to back up such interpretation at a hearing and expose the client to challenge.

48. The ICC relied initially on three main primary elements to sustain their case:

- (i) the evidence of Mr X and Mr Y;
- (ii) the substance of the telephonic messages and the fact and sequence of the calls, where the substance was not recorded; and
- (iii) the ACU Interviews with the Defendants. That reliance was fortified by what transpired (or did not transpire) at the hearing where the Tribunal was asked to focus as well on the evidence of the Defendants' mutual interest in betting

49. Certain facts were not in dispute and provide the context within which the disputed points can be evaluated - notably that there was a meeting between Mr X and Mr Anwar and Mr Naveed on 1 October 2019; that corruption was discussed at that meeting; that there were telephone messages between Mr Anwar and Mr X on 2 October 2019 and between Mr Anwar and Mr Naveed on that and the next day; and that there was a meeting arranged by Mr Anwar with Mr X on 4 October 2019.

50. Mr X and Mr Y gave oral evidence and confirmed their witness statements. Mr Y's was, in salient part, corroborative of Mr X's in particular as to the genesis of the meeting on October 1. Although Mr Anwar and Mr Naveed suggested that there were inconsistencies in their statements the Tribunal did not find that assault convincing. By way of example both sought to identify a discrepancy between Mr X's statement that at Mr Naveed's

request, he agreed not to say anything to Mr Y about the conversation on the beach,⁷¹ but subsequently did so, and his statement that he mentioned nothing to Mr Y on the way back to the hotel that day. In the Tribunal's view there is no discrepancy. The particular omission to make such mention on that specific occasion is not incompatible with a general averment that he made such a mention on "*the following day or the day after*"⁷² on some other occasion. Much time was spent by Mr Anwar exploring issues such as Mr X's previous involvement in ACU investigations, and the number and locations of his own interviews with the ACU but the Tribunal were unpersuaded of their relevance to the issues it had to decide.

51. Both Defendants put their case extremely high. They submit that the charges against them should be dismissed in their entirety because they are "baseless, unjust and without evidence", that the ICC's entire case is "merely based on suppositions, conjectures and surmises"⁷³, that the testimony of Mr X, the key prosecution witness, should therefore be discounted by the Tribunal in its entirety as he has "concocted a false and fabricated story against the [Defendants] with his malafide intention and ulterior motives only to blackmail and harass the [Defendants]."⁷⁴

52. Mr Anwar casts doubt on Mr X's statement that he reported the matter to the ACU on 6 October on the basis that there is no evidence of when Mr X contacted the ACU, and by what means, and because when he himself was at the ACU's offices on 6 October, he did not see Mr X.⁷⁵ As is clear from the Second Witness Statement of Mr Richardson⁷⁶, the initial contact from Mr X came at 3.56 pm on Sunday 6 October in the form of a WhatsApp message to one of the ACU's investigators. No details were given in this initial contact of

⁷¹ WS para 25.

⁷² WS para 28.

⁷³ See page 2 of Mr Anwar's Answer Brief.

⁷⁴ See page 3 of Mr Anwar's Answer Brief and page 2 of Mr Naveed's Answer Brief where he states: "*the purported charges are harassing, malafide and full of false, frivolous and baseless allegations upon which no reliance may be and should be placed either in law or fact. The evidence is full of concocted stories designed only to illegally and unnecessary harass Mr Naveed.*" see to like effect Transcript Day 1 p37 the final flourish of his cross examination.

⁷⁵ See paragraph 40 on page 17, and paragraph 4 on page 20 of Mr Anwar's Answer Brief.

⁷⁶ DB 23.

what the report related to and, in particular, which Participant(s) were involved. It was not until the ACU representatives met with Mr X on 7 October and then conducted a detailed interview with him on 8 October that full details of his report emerged.

53. In any event the Tribunal cannot see the significance of this assertion. It is not in issue that Mr X did make a report to the ACU about the Defendants. See, if necessary, the transcripts of the interviews with him. Precisely when he did so is immaterial to this case.

54. The main plank in the Defendants assault on Mr X's credibility is based on the undisputed fact that on [redacted] Mr X was sanctioned for an admitted breach of the Code which occurred in [redacted]. He was charged on [redacted] that, together with another, he [redacted].

55. The Tribunal would accept that this requires it, not to dismiss his evidence as inadmissible but rather to treat it with caution and to evaluate it by reference to its consistency or lack thereof with other evidence, to the probabilities as they emerge from surrounding circumstances and the personal motives or interest of the witness. Support for such approach, consistent in the Tribunal's respectful view, with common sense and inevitably fact specific can be gleaned from various sources, in order of hierarchy:

- The judgment of the Court of Appeal in *Armagas Ltd v Mundogas SA (The Ocean Frost)*⁷⁷ in which Goff LJ made the following statement (at page 57): "*If both principal witnesses show themselves to be unreliable, it is safer for a judge, before forming a view as to the truth of a particular fact, to look carefully at the probabilities as they emerge from the surrounding circumstances, and to consider the personal motives and interests of the witnesses.*" (not criticized in the House of Lords)

- The judgment of Roth J in *Slocom Trading Ltd & Another v Tatik Inc and others*⁷⁸ especially at paragraph 23

- The judgment of the Sole CAS Arbitrator at *IAAF v RUSAF & Ivan Ukhov*⁷⁹.

⁷⁷ [1986] A.C. 717 at DB 21.

⁷⁸ [2012] EWHC 3464 (Ch) at DB 20.

⁷⁹ CAS 2018/O/5668 at paragraph 143, DB 19.

56. In this context the Tribunal notes first that the ICC does not only rely upon Mr X's evidence and second that the weight to be attributed to his evidence is enhanced by its consistency with other inculpatory evidence.
57. It was never made clear to the Tribunal what Mr X's motive might be to give false evidence. It is true that he gained credit by way of mitigation⁸⁰ for the assistance that he gave in 2019 the ICC in its fight against corruption to which he was entitled to do pursuant to Code Article 6.1.2.8. Whether or not he had as ICC charitably suggests "a sincere desire to make amends", he was certainly aware, as he states, in consequence of his interviews with the ACU in other earlier investigations of his duty to report corrupt approaches. Given that he had already admitted [redacted] which would make him liable to punishment he would, in the Tribunal's view, be unwilling to risk further punishment by giving concocted evidence about breaches by others which itself might arguably constitute further obstruction, and would certainly not endear him to the ICC. He would certainly be conscious of the fact that failure to make timeously a report of such corrupt approaches made by others to him would expose him to sanction.
58. A fortiori Mr X would be reckless if, with his own track record, he sought to involve other players i.e. the Defendants, one of whom he had never met and the other of whom he had met only in connection with orthodox business activities, in new substantive corrupt activities and thereby make himself vulnerable to reporting by them to the ACU of such corrupt initiative. Once bitten, surely twice shy. Mr X gave to Mr Anwar his own telephone number by which Mr Anwar could contact him - the very number already known to the ACU⁸¹, an act of folly if he was setting out on a fresh corrupt path. Nor can the Tribunal conceive why Mr X should involve Mr Y at all in such enterprise. Finally, it was suggested to Mr X by Mr Naveed that Mr X wanted to make money from fixing. His response "*I was already in trouble under the issue, then why welcoming other trouble*"⁸² struck the Tribunal as convincing.

⁸⁰ See Award 27 April 2020 para 18.3.

⁸¹ See interview of Mr X at HB 920.

⁸² Transcript Day 1 p.43.

59. Mr Anwar has cited an article in [redacted] alleging blacklisting by the “apex cricket board” for Mr X’s spot fixing attempts. This article postdated Mr X’s approach to the ICC of 6 October 2019, so could not therefore explain why he made such an approach. Mr Anwar has also made unsubstantiated assertions based on another press report of Mr X’s responsibility for the [redacted] of a [redacted] who had allegedly been coerced by Mr X into placing bets with him. This episode, even were it to be true, has little if anything, to do with his creditworthiness on the issues we are dealing with. Mr X has indeed admitted that he works with various bookies in India (WS para 19). He did not seek to disguise his predilection for gambling or betting. To the extent that it was common knowledge it would itself provide a reason for the Defendants, if wanting to indulge in profitable spot fixing, to seek to make contact with him.
60. In their Answer Briefs, both Defendants suggest that Mr X only reported his conversations with them to the ACU so as to ensure that he spoke to the ACU first. The suggestion by the Defendants is that he approached the ACU out of fear that the Defendants themselves would report his actions and so would jeopardise his position in the investigation into his earlier obstructive activities.
61. First there is no evidence that either Defendant knew of Mr X’s earlier involvement with ACU investigations until at the earliest receipt of the ICC’s Opening Brief. Secondly, the suggestion is itself something of a boomerang point, since it implies that the Defendants were aware that there was something in their discussions with Mr X which, at least, warranted a report to the ACU under the Code. It is in fact, if not in form, an admission by both Defendants that they committed the Article 2.4.4 charges in that they failed to disclose to the ACU full details of any approaches or invitations they received to engage in Corrupt Conduct.
62. No reason was advanced why Mr X should choose to blackmail or harass either of these Defendants or make them victims of some concoction. Mr X had met Mr Anwar previously in October 2018 in connection with possible legitimate business plans. He had not met Mr Naveed before their encounter on 1 October 2019. Neither actually suggested (or provided any evidence) that Mr X did try to blackmail or harass them (although put

on notice of that point in the ICC Reply). And given the promptness with which he made his own report to the ACU he left no time to blackmail either Defendant by a threat to report him.

63. Mr Y had known Mr Anwar for many years and had become his friend, a point stressed by Mr Anwar as his excuse for not reporting Mr X's alleged approaches for fearing of involving Mr Y. Through Mr Anwar, Mr Y had been introduced to Mr Naveed whom he had, by contrast, met only rarely. No reason was advanced as to why Mr Y would falsely corroborate key parts of Mr X's evidence to the detriment of the Defendants. Indeed, as of 6 October 2019 when Mr Y met them again he still had aspirations for a business relationship based on branding or sponsorship. Mr Y had known Mr X for a year or so as someone who had assisted him in connection with possible purchase of local cricket teams; but there was no evidence that he was in some way in consequence beholden to Mr X. He said, without contradiction, that he was no longer doing business with Mr X.⁸³

64. There are further features which actually tell against Mr X's evidence being a false concoction. In so far as Mr X's evidence is adverse to the Defendants, the Tribunal notes that it is less specific and pointed than it would be if he gave it mala fide so as to build the strongest case against them. To give but one example, he told Mr Y that the Defendants had asked him to do "*something fishy*"⁸⁴ (a matter confirmed by Mr Y⁸⁵). If he wanted baselessly to implicate the Defendants, he would in the Tribunal's view have been far more specific. Mr X's assertion that there was an agreement prior to the first encounter with Mr Naveed that he should be introduced as [redacted], but that in the event there was confusion over its implementation⁸⁶, did not strike the Tribunal as being likely to be the product of malicious invention or of an over fertile imagination. It reaches the same conclusion in respect of his statement that Mr Naveed had claimed previous contact with a bookie named 'Krish'. That kind of minor detail, in the Tribunal's view, enhances rather than diminishes confidence in Mr X's credibility on the key issues.

⁸³ Transcript Day 1 p.66.

⁸⁴ WS para 29.

⁸⁵ M WS para 24.

⁸⁶ WS para 16.

65. It was suggested to Mr X by Mr Naveed that he was strangely incurious about what he alleges he was told by Mr Anwar about Mr Naveed's experience in spot fixing. While that might have been odd if Mr X himself wanted to enlist Mr Naveed as a partner on corruption, it was not odd if he was merely the recipient of unanticipated information. Mr X was not himself an investigator. He appreciated that he had to report any corrupt approaches but it was no part of his function to probe more deeply into such approaches into that or other potentially related matters.
66. It was put to Mr X by Mr Naveed that his evidence lacked corroboration and that he was lying. Corroboration is not a legal prerequisite of accepting his evidence and, as appears elsewhere, the Tribunal did not find him to be lying about his contacts with the Defendants. In fact, Mr X's evidence was corroborated, to some extent, not least during their own interviews with the ACU. Both Mr Naveed and Mr Anwar effectively corroborated aspects of Mr X's evidence through their admissions of certain facts, including, for example, the fact that they had met with Mr X late in the evening on 1 October 2019, the exchange of WhatsApp messages and calls with Mr X, their admissions that the messages sent would appear to be discussing corruption and that the discussion on the beach involved a discussion about corruption which therefore they implicitly accepted (and Mr Naveed explicitly accepted) was a conversation they should have reported to the ACU⁸⁷. It has further been corroborated both by the evidence of Mr Y, whom the ICC would note both Defendants refer to as a friend and who have not provided any explanation for why their friend might have reason to act in a malicious way towards them,. The conversation on the beach only involved Mr X, Mr Naveed and Mr Anwar, therefore the only people who could corroborate what was said by Mr X during this conversation are Mr Naveed and Mr Anwar.
67. An important, albeit not critical, issue in this case is who whom? Did Mr X approach the Defendants (their version) or did they approach him (his version). The Tribunal now considers the mobile phone data on the devices of Mr Anwar, Mr Naveed and Mr X which were handed over to the ACU as required by Article 4.3 of the Code to see which way it

⁸⁷ See paragraphs 3.5.5 and 4.5.1 of the ICC's Opening Brief (and their respective footnotes).

points. The fact and analysis of the communications between the four key players, Mr Anwar, Mr Naveed, Mr X and Mr Y between 30 September and 4 October 2019 was challenged not as to the primary facts but only as to the inferences to be drawn from them. The Tribunal first sets out the timeline of communications and then the conclusions that it draws from them.

68. On 30 September 2019, the date on which Mr X flew from India to Dubai, there was contact between Mr Anwar and Mr Naveed during the afternoon and evening, and contact between Mr Anwar and Mr Y in the late evening. That would be consistent with Mr X's version of events namely that it was on the Defendants' initiative that Mr Y brokered the first meeting between the trio.
69. The Defendants' mobiles, did not, however contain any record of conversations before 1 October 2019 from which it could have been seen whether or not Mr Anwar and Mr Naveed were in touch, or the nature of any contact between Mr Anwar and Mr Y (other than a missed call from Mr Y to Mr Anwar). This struck the Tribunal as odd and it was unpersuaded that there was any good reason for the admitted deletions⁸⁸. Moreover, given Mr Anwar's own proffering to Mr X of three different numbers on which to contact him, the Tribunal infers that there was likely to be more than one mobile to be handed over. This is another matter which calls for explanation by Mr Anwar.
70. On 1 October 2019-the date of the admitted discussions between Mr X and the Defendants at the beach, there was contact between Mr Anwar and Mr Naveed and between Mr Anwar and Mr Y in the evening up to 11.08 pm. There was also a missed call from Mr Y to Mr Anwar⁸⁹. Mr X's phone data also notes a debit card transaction at Caribou Coffee a shop in the vicinity of the beach, at 11.36 pm.
71. On 2 October 2019, at 9.59am Mr Anwar calls Mr X on WhatsApp; at 10.55 am Mr Anwar gives Mr X a number +971 0502455973 and asks "*call me*". The number is claimed by Mr Anwar to be that of his barber.

⁸⁸ For example, Mr Naveed's explanation at CB258 to CB263 and Mr Anwar's at CB391-392.

⁸⁹ Richardson WS 28 April 2020 para 25.2 CB 108.

72. In his Answer Brief (at paragraph 31 on page 15), Mr Anwar submits that while he asked Mr X to call him on telephone number 050 245 5973 during the WhatsApp conversation on 2 October, the ICC has not produced any evidence of such a call.

73. As to this Mr X stated both in his evidence and earlier in his contemporaneous interviews that he did speak to Mr Anwar to discuss the proposed fix. It was in consequence of such dialogue that he sent the WhatsApp message at 1.07 pm in which he outlined the details of the fix-the revised offer from the Defendants which- they had discussed.⁹⁰ This message stated:

“First work 1lakh dh

2nd work 5 lakh dh

3rd work 1m dh

This is wht we can do bro

Or we can meet in Dubai mall without [Mr Y] “

⁹⁰ See pages 15-16 of the transcript of the interview on 8 October (Exhibit SR 11), Mr X stated:

“[Mr X]: Shaiman, Shaiman told me call me on this number.

Hazel Raine: Alright.

[Mr X]: Okay? Okay? Then...

Hazel Raine: And that number, just for the tape, is ends in 5973. Okay.

...

[Mr X]: Wait, wait, wait, wait, wait, wait. He told me call him, I just call him. Then over the phone he discussed me, but I write it down intentionally so that he cannot, he... cannot deny for anything, in future. That's why I have take the screen shot, but I do not have a date to, you know, share this screen shot with you. Shaiman told me to call this number. I called him, I called him on this number. See I called this number, just for the records, I myself so that he cannot deny me.”

See also page 13 of the transcript of the interview on 14 October (Exhibit SR 12), where Mr X again confirms he called Mr Anwar after he asked him to do so:

“[Mr X]: Nido 2 he gave me. He told me, bro. save this number also. So but, but Shaiman already given me this also, already given me this also. Then I did not have any proof, so I called Shaiman. Shaiman come to my place if you want to meet. I cannot go there. Then Shaiman gave me some different number and said, told me, call me on this number after some time. Let me talk to Nido.

HAZEL RAINE: Okay.

[Mr X]: Okay. So, once... when I call him, he told me bro. already decided with Nido that first match this, first match this, first match this.

HAZEL RAINE: Okay.

[Mr X]:: Okay. So the same thing I repeat and I messaged him to give the confirmation. So this time I had proof actually.”

In the Tribunal's view the two parts of that statement are consistent.

74. The contrary case i.e. that this was a set-up of Mr Anwar engineered by Mr X seems itself counter intuitive⁹¹. Had this been an attempted set up it would have failed as soon as Mr Anwar disputed the accuracy of the WhatsApp message.

75. As Mr Richardson explains at paragraph 9 of his Second Witness Statement, the call log on Mr X's phone, when it was examined by the ACU on 8 October, only went back as far as 4.40pm on 6 October. The log had no entries for any calls prior to that time. As such, it was not possible for the ICC to obtain evidence showing such a call from Mr X's phone. The absence of such corroboration does not, in the Tribunals view, require them to disregard Mr X's statement.

76. On the contrary the record shows that far from rejecting Mr X's confirmation and interpretation of an earlier conversation, Mr Anwar sought to pursue the discussion in as much as:

At 1.07 pm Mr Anwar responds (in translation) '*Brother come and speak to me brother*'

At 1.08pm Mr X tells Mr Anwar '*Dubai Mall can meet*'

At 1.08pm Mr Anwar responds '*Bro open area is not safe*'

At 1.08 pm Mr X responds '*Dubai mall is big bro*'.

77. The Tribunal notes that it is Mr Anwar who appears to be concerned that any such meeting should take place out of sight and sound of any third party - a concern only explicable if he was aware that at the meeting inappropriate activities were to be discussed. Mr X by contrast appears to be relaxed.

78. At 1.09pm Mr Anwar tells Mr X to call him on his own number +971561867180.

At 1.11 pm Mr X calls Mr Anwar in a call which lasts 2 mins 31 seconds.

⁹¹ See paragraph 31 of Mr X's witness statement, DB tab 1.

At 1.14pm Mr Anwar tells Mr X "*Mamzar beach*".

79. At 3.45 pm⁹² Mr X contacted Mr Naveed on WhatsApp.

At 3.56 pm Mr Naveed asks Mr X: '*Brother send that account number*'.

At 3.58 pm Mr X messages Mr Anwar '*Both of you come to see the movie. We will talk there. had told Shaimman the remaining things about what is possible*'.

At 3.59 pm Mr Naveed messages Mr X: '*Brother you talk to Shaiman*'.

At 4.02pm during this exchange Mr X offers to book movie tickets so he can meet Mr Naveed.

At 4.51pm Mr Naveed calls Mr Anwar in a call lasting 2mins 9 sec.

80. Mr Naveed's explanation of the account number he was seeking was inconsistent. Was it Mr X's bank account or his betting account? In the Tribunal's view, the former made no, the latter good, sense. Furthermore, neither Defendant appears to have been averse to a further meeting. The evidence of Mr X was clear, Mr Naveed requested this information to allow him to use Mr X's betting account to place his own bets on cricket, so that his bets could not be identified and thus could not be used in support of a further charge against him under the Code for betting on cricket matches (see Code Article 2.2.1). Mr X's evidence does not suggest that these account details were requested to enable Mr Naveed to become a bookie himself and any suggestion otherwise as made in p 16 of his Answer lacks any evidential foundation. Nor would it be the consequence of Mr Naveed becoming a bookie (as Mr Naveed also suggests) that he would ipso facto cease to be a Participant bound by the ICC Code.

81. Significant later messages include:

At 7.45 pm Mr Naveed to Mr X *Brother, we will do it some other time. Let it go this time.*

⁹² The calls between Mr X and Mr Naveed were conducted in Hindi. The Tribunal has a certified translation, the accuracy of which was not put in issue.

At 7.45pm Mr Naveed to Mr X: *What you are saying is right Brother.*

At 7 46 pm Mr Naveed to Mr X: *We will do something good next time.*

At 7.46 pm Mr X to Mr Naveed: *Yes, let's see next time, if there is a big match, there will be volume in it.*

At 7.46 pm Mr Naveed to Mr X: *It is good that you inform next time.*

82. The question provoked by this interchange is what is it that is not to be done then and there but later "*in a big match*" with "*volume*" and of what is Mr X to keep Mr Naveed informed? The logical conclusion is that the time was not ripe for spot fixing in aid of a betting coup; better to wait for a more propitious moment to make a larger killing.

83. On 4 October 2019 from 8.50pm to 9.50pm there was contact between Mr Anwar and Mr Naveed. The Tribunal does not have evidence that what was discussed was a corrupt plan but no acceptable evidence to the contrary. It simply notes that there is nothing to undermine the conclusion it has otherwise reached.

84. The Tribunal bears in mind what the CAS Panel stated in *Oriekhov v UEFA*: "*when assessing the evidence, the Panel has [to keep] well in mind that corruption is, by nature, concealed as the parties involved will seek to use evasive means to ensure that they leave no trail of their wrongdoing.*" However, in this case there is a trail. The Tribunal finds passages from these undeleted interchanges to be redolent of corruption.

85. It was never satisfactorily explained to the Tribunal why, if either Defendant had been the recipient of a corrupt approach on 1 October from Mr X, they continued to be in contact with him thereafter. Mr Anwar provided Mr X with no less than three separate telephone numbers which is not the act of someone who wished to distance himself from him. In addition, he met him again on 4th October. Mr Naveed for his part asked Mr X for an account number for the nature of which he gave three separate inconsistent explanations of which, in context, only the third that it was a betting account seemed to fit the bill. It was not suggested that either was playing the role of sleuth for the benefit of the ICC. Their behaviour was wholly inconsistent with that of persons repelled by a corrupt

approach; and wholly consistent with that of persons who either instigated such an approach or were willing recipients of one.

86. The Tribunal could not but observe from its perusal of the interview transcripts that both Mr Anwar and Mr Naveed were not initially forthcoming in their responses. In so far as they later became more frank, the Tribunal rejects the suggestion that the ACU was putting words into the Defendants mouths, which did not represent their true position. Rather in its view, with the benefit of the video recordings the Defendants were constrained to make such limited admissions as they did only after firm facts were put to them. Their prevarication undermined their credibility. Indeed, the Defendants were compelled to admit in later interviews that they had lied in the earlier ones. For example, Mr Anwar originally claimed that Mr Naveed had never met Mr X (bundle p.265). Mr Naveed also denied ever meeting Mr X and then alternatively that he had ever discussed corruption with him.

87. The Defendants contend that they had no interest in betting on cricket. In particular, as Mr Richardson states, the ACU's review of Mr Naveed and Mr Anwar's mobile devices has identified content on the devices which indicates that, in the case of Mr Anwar, he had downloaded a betting app, BetPro, onto his phone, and he had sent screenshots of content from that betting app related to cricket betting via WhatsApp. In the case of Mr Naveed, two images were identified on his phone which consisted of screenshots from the BetPro App showing details on betting on a cricket match. More significantly both shared an Khan 11 account which suggests that their interest was a shared or collaborative one. The present charge is not one of betting (a separate offence under the Code). This item is aptly deployed by way of corroboration of the current charges against both Mr Naveed and Mr Anwar and to demonstrate that, contrary to their claims, they appeared to have an interest in cricket betting.

88. For all those reasons the Tribunal finds that both Defendants contrived improperly to fix the outcome of International Matches. Both Oman and Ireland were independent Members of the ICC and any match between either and UAE, another independent Member, could only be classified as an International Match. The fact that Mr X could not

identify with precision the match in which the fix would occur - an argument ventilated in particular by Mr Naveed - is not to the point.

89. As regards the Article.2.4.4 charge it is undisputed that neither Defendant disclosed promptly or indeed at all to the ACU what they allege to have been the corrupt approaches by Mr X or the involvement of each other in such corruption discussions whoever instigated them. Or indeed, in so far as Article 2.4.4 extends so far, to each's own involvement in such discussions. Mr Anwar's explanation that he did not wish to inculpate Mr Y, a friend, might go to mitigation but could not constitute a defence.
90. As to Mr Anwar in particular, the Tribunal noted that when he was interviewed by the ACU on 6 October 2019 in relation to a separate matter, at no time during this interview did he make any mention of his recent contact with Mr X (of which at that moment the ACU was still unaware). This was the opportune time for him to make this disclosure to the ACU, but he chose not to disclose despite his obligation under the Code to report full details of all incidences of corrupt conduct that he became aware of. As part of this interview, Mr Anwar did, however, surrender his mobile phones to the ACU for review which led the ACU to identify some relevant calls and messages involving Mr X and Mr Y which the ACU then put to him in his later interviews.
91. The Tribunal would add that the charges are to a degree interwoven, in failing to report this conversation and dealings with Mr X, the ICC would submit that supports the ICC's submission that the Defendants were involved in an attempt to contrive aspects of upcoming Matches. Whether or not they actually agreed to the proposal from Mr X is irrelevant.
92. Since both Defendants expressly continued to rely upon other Defences as set out in their written answers, and declined to withdraw any of them, the Tribunal must consider each in turn if only because they raise issues of importance beyond the confines of the present case.

(i) Without Prejudice discussions

93. Mr Naveed (at page 15 of his Answer Brief) refers the Tribunal to the fact that prior to the matter going before this Tribunal *“the ICC had proposed a punishment to Mr. Naveed and had asked him to accept the punishment to save time. This approach of the ICC is against the law and in the absence of cross examination of the witnesses, any attempt by the ICC to come to any finding is a travesty of justice.”*
94. Mr Naveed further states *“It is submitted that Mr Alex Marshall of the ICC had even offered to Mr Naveed that if Mr Naveed accepts the punishment meted out by the ICC, he will be able to come back and play domestic cricket soon. This does not reflect well on ICC’s manner of conducting investigation and rather casts a shadow of doubt carrying out these shows in the name of cricket. So, according to ICC, the parameters of corruption are different in domestic compared to international cricket. This is sans any reasoning or logic.”*
95. The Tribunal can find no basis for the suggestion that the ICC acted in any way *“against the law”* or in such a way as to cause a *“travesty of justice”*. Code Articles 5.1.12⁹³ permits the ICC and a Participant who admits an offence under the Code to come to an Agreed Sanction to avoid the time and expense of a Tribunal. Article 6.8 permits the Chairman of the ACU to consider a request from a Participant subject to a period of Ineligibility for early reinstatement to participation in domestic cricket if he/she considers the circumstances warrant such early reinstatement. This option was also clearly referenced

⁹³ Code Article 5.1.12 provides: *“Notwithstanding any of the other provisions of this Anti-Corruption Code, at any time during the proceedings it shall be open to a Participant charged with breach(es) of the Anti-Corruption Code to admit the breach(es) charged, whether or not in exchange for an agreement with the ICC on the appropriate sanction to be imposed upon him/her in order to avoid the need for a hearing before the Anti-Corruption Tribunal. Any such discussions between the ICC and the Participant shall take place on a “without prejudice” basis and in such a manner that they shall not delay or in any other way interfere with the proceedings. Any resulting agreement shall be evidenced in writing, signed by both the ICC’s General Counsel and the Participant, and shall set out the sanction imposed on the Participant for his/her breach of the Anti-Corruption Code (the “Agreed Sanction”). In determining the Agreed Sanction the ICC will have due regard to the range of sanctions set out in Article 6.2 for the offence(s) in question, but it shall not be bound to impose a sanction within that range where it reasonably considers (at its absolute discretion) that there is good reason to depart therefrom. Upon receipt of notice of the Agreed Sanction, the Anti-Corruption Tribunal shall discontinue the proceedings on the terms thereof without the need for any further hearing. Instead the ICC’s Chief Executive Officer (in consultation with the ICC’s General Counsel) shall promptly issue a public decision confirming the Participant’s admission of the offence(s) charged and the imposition of the Agreed Sanction. Before issuing that public decision, the ICC’s Chief Executive Officer will provide notice of it to the National Cricket Federation to which the Participant is affiliated.”*

in the Notice of Charge served on Mr Naveed⁹⁴. Therefore while there were such conversations between Mr Naveed and the ICC, which took place on a “without prejudice” basis, in the Tribunal’s view the ICC was authorised by the Code to enter into them.

(ii) Inability to cross examine the ICC’s witnesses during the interview process

96. Both Defendants suggest that as they did not have the opportunity to cross-examine the ICC’s witnesses the reliability of such evidence is for that reason somehow suspect. The Tribunal notes that there is no requirement either under the Code or as a matter of general law for them to have such an opportunity as part of the investigation process. Moreover, both had and took the opportunity to cross-examine the ICC’s witnesses at the hearing which satisfies the imperatives of fairness in this respect.

Conclusion Mr Anwar

97. For all those reasons the Tribunal is comfortably satisfied that Mr Anwar has breached Code Article 2.1.1 in that he contrived to fix the result, progress, conduct or other aspect of one or more International Matches in the upcoming Qualifiers⁹⁵. Alternatively, or additionally, that he was a party to such an effort alongside Mr Naveed and/or Mr X. In particular that he and Mr Naveed attempted to reach an agreement with Mr X (i.e. contrived) to the effect that, in exchange for payment from Mr X, he and Mr Naveed would underperform in certain aspects of upcoming matches in the Qualifiers.

98. Likewise the Tribunal is comfortably satisfied that Mr Anwar’s failure to report the dealings he had with Mr Naveed and Mr X involved a breach of Code Article 2.4.4. This would be so whether or not Mr X was the instigator of the approaches. Once Mr Anwar involved himself in what were corrupt discussions, he had the duty to report the other participants in them, even if he could not sensibly be required to report himself.

⁹⁴ See for example page 6 of DB 4.

⁹⁵ For completeness, an attempt is sufficient for this charge to be made out. See Code Article 2.5.1 referenced above.

Conclusion Mr Naveed

99. For the reasons outlined, the Tribunal is comfortably satisfied that Mr Naveed has breached Code Article 2.1.1 in that he contrived to fix the result, progress, conduct or other aspect of one or more International Matches in the upcoming Qualifiers. Alternatively, or additionally, that he was a party to such an effort alongside Mr Anwar and/or Mr X. In particular that he and Mr Anwar attempted to reach an agreement with Mr X (i.e. contrived) to the effect that, in exchange for payment from Mr X, he and Mr Anwar would underperform in certain aspects of upcoming matches in the Qualifiers.
100. Likewise the Tribunal is comfortably satisfied that Mr Naveed's failure to report the dealings he had with Mr Anwar and Mr X involved a breach of Code Article 2.4.4. This would be so whether or not Mr Naveed was the instigator of the approaches. Once Mr Naveed involved himself in what were corrupt discussions, he had the duty to report the other participants in them, even if he could not sensibly be required to report himself.
101. For the same reasons, the Tribunal is comfortably satisfied that Mr Naveed has breached ECB Code Article 2.1.1 in that he contrived to fix the result, progress, conduct or other aspect of one or more Domestic Matches in the 2019 T10 League⁹⁶. Alternatively, or additionally, that he was a party to such an effort alongside Mr Anwar and/or Mr X. In particular that he attempted to reach an agreement with Mr X (i.e. contrived) to the effect that, in exchange for payment from Mr X, he and Mr Anwar would underperform in certain aspects of upcoming matches in the T10 League.
102. Likewise the Tribunal is comfortably satisfied based on the evidence summarised above, including Mr Naveed's own admissions to the ICC, and more broadly, Mr Naveed's failure to report the dealings he had with Mr Anwar and Mr X, that Mr Naveed has breached ECB Code Article 2.4.4.

⁹⁶ For completeness, an attempt is sufficient for this charge to be made out. See Code Article 2.5.1 referenced above.

Next Steps

103. The Tribunal will now invite from all parties an exchange of submissions on sanctions.

104. The initial submissions should be sent to the parties, their counsel and the Tribunal within 7 days from the date of this Award .Any response submissions to those initial submissions should be sent within 3 days thereafter.

The Honourable Michael J Beloff QC Chairman
Michael Heron QC
Imtiaz Ahmad

London
20 January 2021