BEFORE THE ECB ANTI-CORRUPTION TRIBUNAL

IN THE MATTER OF THE CHARGES BROUGHT BY THE CRICKET REGULATOR AGAINST MOGHEES AHMED

B E T W E E N :

THE CRICKET REGULATOR OF THE ENGLAND AND WALES CRICKET BOARD LIMITED

Regulator

- and -

MOGHEES AHMED

Participant

DECISION ON LIABILITY

Tribunal: Tim O'Gorman (Chair)
Chris Tickle
Maurice Holmes

Attendees: *For the Cricket Regulator*
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Chris Walsh – Partner, Onside Law, solicitors for the Cricket Regulator
George Cottle – Associate, Onside Law
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Myron Phua – Pupil Barrister
Ryan Smith – Designated Anti-Corruption Official for the Cricket Regulator and Witness
[Witness A] – Witness

For Moghees Ahmed
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Pawel Malys – Associate, Mishcon de Reya
Moghees Ahmed – Participant
Hasan Kazmi – Colleague of Mr Ahmed

Administrator: Anna Thomas – Senior Case Manager, Sport Resolutions

Hearing dates: 20-21 January 2025

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A. INTRODUCTION

1. This Tribunal has been convened to determine four charges (the "**Charges**") brought by the Cricket Regulator ("**CR**") of the England and Wales Cricket Board ("**ECB**") under the ECB Anti-Corruption Code (the "**Code**") against Mr Moghees Ahmed, an ECB-registered cricket agent.

2. The charges arise from an alleged corrupt approach made by Mr Ahmed to [Witness A], the Head Coach of [Team Y] ("**[Team Y]**"), during a meeting between Mr Ahmed and [Witness A] on 5 September 2023 (the "**Meeting**") at a professional [County Ground] (the "**County Ground**").

3. In outline, it is alleged that Mr Ahmed proposed an arrangement whereby [Witness A] would receive a share of Mr Ahmed's agent commission in exchange for selecting certain players from Mr Ahmed's roster in franchise cricket tournaments.

4. Mr Ahmed denies the charges, stating that no such approach was made and that the evidence against him is inconsistent, uncorroborated, and legally insufficient to sustain the allegations. He asserts that the Meeting concerned legitimate and routine discussions about franchise coaching opportunities.

B. SUMMARY OF THE DECISION

5. The Tribunal is comfortably satisfied that Mr Ahmed made the corrupt approach to [Witness A] as alleged and that all the Charges are proved.

6. For the reasons set out more fully in the Decision below, in summary the Tribunal finds that:

   (1) [Witness A's] evidence was clear, consistent, and credible, and his contemporaneous reporting of the Meeting supports the accuracy of his account. His evidence is to be preferred where it conflicts with Mr Ahmed's.

   (2) Mr Ahmed's evidence was inconsistent, evasive, and at times disingenuous, significantly undermining his credibility. His evidence cannot safely be relied on, particularly where it conflicts with credible evidence to the contrary.

(3) There was no reason for [Witness A] to fabricate his allegations. It was not put to [Witness A] in cross-examination that there was any possible reason for him to do so.

(4) It is highly improbable that [Witness A] innocently misconstrued the core elements of the corrupt approach. The disputed statements made by Mr Ahmed were unambiguous. It was not put to [Witness A] in cross-examination that there was any possibility he misheard or misconstrued the essential thrust of Mr Ahmed's approach.

(5) Mr Ahmed's approach falls within the scope of Articles 2.1.1, 2.1.3, and 2.1.4 of the Code, which prohibit improper influence over Matches, offering benefits to Participants to engage in corrupt conduct, and soliciting another Participant to breach the Code. Mr Ahmed's approach was a deliberate effort to subvert the integrity of the player selection process in franchise cricket for financial gain.

(6) Notwithstanding that no specific Match in which improper influence would be exercised was identified at the time, the established conduct constitutes an offence under Article 2.1.1 of the Code.

(7) The submission advanced on behalf of Mr Ahmed that a charge under Article 2.1.1 requires identification of a specific Match at the time of the approach is misconceived. The broad and disjunctive wording of Article 2.1.1 applies to conduct that ultimately results in improper influence over any Match, regardless of whether a specific Match was identified at the outset.

(8) Mr Ahmed's conduct also amounts to a breach of Article 2.5.1 of the Code, which prohibits conduct prejudicial to the interests of cricket. Mr Ahmed's approach – offering a financial benefit in an attempt to influence improperly player selection – is fundamentally corrosive to the integrity of cricket. It sought to undermine the principles of fairness and selection integrity that are essential to the game.

7. The parties are invited to provide written submissions on sanction within 21 days of the date of this Decision, with provision for a further oral hearing if requested by either or both of the parties.

C. THE CHARGES

8. The CR brings the following four charges against Mr Ahmed, the first three of which concern alleged offences under Article 2.1 of the Code, which is headed "*Corruption*", and the fourth of which concerns an alleged offence under Article 2.5 of the Code, which is headed "*General*".

(I) Charge 1 - Article 2.1.1: Fixing or improper influence of a Match

9. Article 2.1.1 of the Code provides as an offence:

> *Fixing or contriving in any way or otherwise influencing improperly or being a party to any agreement or effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or any other aspect of any Match, including (without limitation) by deliberately underperforming therein.*

10. The CR contended that Mr Ahmed's alleged approach constituted an effort to contrive or otherwise influence improperly the conduct or another aspect of a Match by ensuring that players he represented were selected in franchise tournaments, thereby interfering with team composition in a manner that could affect the progress or conduct of Matches.

(II) Charge 2 – Article 2.1.3: Offering a bribe or reward

11. Article 2.1.3 of the Code provides as an offence:

> *Seeking, accepting, offering, or agreeing to accept any bribe or other Reward to: (a) fix or to contrive in any way or otherwise to influence improperly the result, progress, conduct or any other aspect of any Match; or (b) ensure for Betting or other corrupt purposes the occurrence of a particular incident in a Match.*

12. The CR contended that Mr Ahmed offered [Witness A] a bribe or other Reward in the form of a share of agent commission, as a financial incentive to contrive or otherwise influence improperly the conduct or another aspect of a Match (i.e., as a financial incentive to commit the offence engaged by Charge 1).

(III) Charge 3 – Article 2.1.4: Inducing a Participant to breach the Code

13. Article 2.1.4 of the Code provides as an offence:

Directly or indirectly soliciting, inducing, enticing, instructing, persuading, encouraging, or facilitating any Participant to breach any of the foregoing provisions of this Article 2.1.

14. The CR contended that Mr Ahmed's alleged approach amounted to an attempt to induce, entice, persuade and/or encourage [Witness A] to breach the Code, by inviting him to select players in return for financial benefit, thereby encouraging an improper influence over the conduct or another aspect of a Match (i.e., an alleged breach of the offence engaged by Charge 1).

(IV) Charge 4 – Article 2.5.1(b): Conduct bringing cricket into disrepute

15. Article 2.5.1 of the Code provides as an offence:

> *Giving or providing to any Participant or receiving any gift, payment, hospitality, or other benefit (whether of a monetary value or otherwise) either (a) for the purpose of procuring (directly or indirectly) any breach of this Anti-Corruption Code, or (b) in circumstances that could bring him/her or the sport of cricket into disrepute.*

16. The CR contended that even if the Tribunal does not find that Charges 1-3 are established, Mr Ahmed's alleged conduct was improper and capable of damaging the integrity of the sport, thereby breaching Article 2.5.1(b).

(V) The operation of Article 2.6.1

17. In seeking to establish the Charges, the CR also referred to and relied upon Article 2.6.1 of the Code, which provides in relevant part that for the purposes of Article 2:

> *Any attempt by a Participant* […] *to act in a manner that would culminate in the commission of an offence under this Anti-Corruption Code, shall be treated as if an offence had been committed, whether or not such attempt* […] *in fact resulted in the commission of such offence.*

18. Article 2.6.1 operates as a deeming provision. It extends liability to conduct falling short of a completed offence but which would, had it materialised as intended, constitute a breach of the Code. In other words, this provision operates to deem an attempt to commit an offence as being equivalent to the offence itself, even if the intended act was not carried out or did not succeed.

19. This approach is preventative rather than reactive, ensuring that conduct which if completed would undermine the integrity of the sport is still sanctionable, even if the act does not come to fruition.

D. STANDARD OF PROOF

20. The applicable standard of proof in these proceedings is prescribed by Art. 3.1 of the Anti-Corruption Code, which states (emphasis added):

> *Unless otherwise stated elsewhere in this Anti-Corruption Code, the burden of proof shall be on the ECB in all cases brought under this 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. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt.*

21. The "*comfortable satisfaction*" standard is widely recognised in sports disciplinary proceedings. Its meaning and application have been confirmed by the Court of Arbitration for Sport ("**CAS**") in numerous cases. The key principles derived from CAS jurisprudence include:

    (1) The Comment to Article 3.1 of the World Anti-Doping Code (a materially similar provision) explains that this standard: "*is comparable to the standard which is applied in most countries to cases involving professional misconduct*", cited with approval in *Potylitsyna v International Olympic Committee* CAS 2017/A/5432, at [673].

    (2) The seriousness of the allegation must be considered when assessing the weight of the evidence, and "*the more serious the allegation, the more cogent the supporting evidence must be in order for the allegation to be found proven*": *Potylitsyna* at [679].

    (3) In cases involving serious allegations, the tribunal should have a "*high degree of confidence in the quality of the evidence*" before a finding can be made: *Cesare v Union des Associations Européennes de Football* CAS 2018/A/5906, at [69].

    (4) It follows from the above that this standard of proof is "*a kind of sliding scale, based on the allegations at stake: the more serious the allegation and its consequences, the higher*

certainty (level of proof) the Panel would require to be 'comfortably satisfied'": *World Athletics v Russian Athletic Federation* CAS/2020/O/6759 at [55].

22. One of Mr Ahmed's criticisms of the CR's case is that the charges are brought solely on the basis of [Witness A's] account of the alleged corrupt approach, and that there is a lack of any corroborative evidence.

23. However, this is not uncommon in cases involving alleged corrupt approaches, where the alleged wrongdoer is often motivated to conceal, or ensure no record would exist, of the relevant events. Corrupt approaches are often, given their nature, covert acts that do not typically generate direct corroborating evidence.

24. Whilst the absence of independent corroboration is a factor to be considered when weighing the evidence, it does not preclude a finding that charges involving serious allegations are established, if the Tribunal is comfortably satisfied that the allegations are proved on the evidence of single witness.

25. English courts have confirmed these principles in professional misconduct cases under domestic law. The following authorities are instructive:

    (1) In *Byrne v General Medical Council* [2021] EWHC 2237 (Admin), Morris J stated at [19] that: "*Corroborating documentary evidence is not always required or indeed available. In a case where the evidence consists of conflicting oral accounts, the court may properly place substantial reliance upon the oral evidence of the complainant (in preference to that of the defendant/appellant)* […] *There is no rule that corroboration of a* […] *complainant's evidence is required*".

    (2) Similarly, in *Mubarak v General Medical Council* [2008] EWHC 2830 (Admin), involving an appeal against a decision reached on the criminal standard of proof (i.e., a higher standard than that which applies in the instant case), Burnett J commented at [20] that: "*There are other circumstances in which fact finders have to determine whether they are sure that an account* […] *is true in the face of a flat denial from the other person concerned and with little or no independent evidence. In such circumstances the task is to consider whether the core allegations are true. It is a commonplace for there to be inconsistency and confusion about details of varying importance.*"

26. In the instant case, these principles require the Tribunal to undertake a thorough assessment of all the evidence before it, including:

(1) The credibility, consistency, and reliability of [Witness A's] evidence;

(2) The credibility, consistency, and reliability of Mr Ahmed's evidence;

(3) The broader factual context in which the alleged events took place;

(4) The absence or presence of corroborative evidence, recognising that the lack of independent corroboration is not determinative.

27. The Tribunal must ultimately determine whether the evidence as a whole is adequate to meet the threshold of "*comfortable satisfaction*" and establish the alleged offences.

E. EVIDENCE BEFORE THE TRIBUNAL

28. This section summarises key aspects of the evidence before the Tribunal. It is not an exhaustive rehearsal of all the evidence, and to the extent that any aspect of the evidence is not mentioned, that does not entail that it has not been taken into account.

(I) Evidence adduced by the CR

(a) [Witness A]

29. [Witness A] provided a witness statement and gave oral evidence before the Tribunal, which constitutes the central pillar of the CR's case. His evidence was supported, as set out below, by contemporaneous documents and an investigatory statement.

[Witness A's] relationship with Mr Ahmed and the Representation Agreement

30. [Witness A] first became acquainted with Mr Ahmed in 2022 through a mutual contact, [Coach A], a member of [Team Y's] coaching staff.

31. On 28 September 2022, [Witness A] entered into a representation agreement (the "**Representation Agreement**") with Mr Ahmed's agency, International Cricketers Association ("**ICA**"), granting ICA exclusive rights to negotiate and broker coaching and sponsorship deals on his behalf.

32. Under this agreement, ICA was responsible for securing coaching opportunities for [Witness A] in franchise leagues, but ICA was not entitled to commission for UK-based coaching deals.

33. Mr Ahmed, on behalf of ICA, successfully arranged for [Witness A] to be appointed Head Coach of [Team A] ("**[Team A]**") in [Tournament A] ("**[Tournament A]**"), an annual T20 tournament featuring domestic and international players, the 2022 edition of which ran from [date] 2022.

34. [Witness A] later referred to a WhatsApp exchange with Mr Ahmed in November 2022 in which he asserted that Mr Ahmed had "*tried to charge him more commission than he owed*" for the coaching role at [Tournament A]:

    (1) The evidence showed that Mr Ahmed initially stated that ICA charged a fixed minimum fee of $300 for US-based tournaments, despite the Representation Agreement making no mention of such a minimum fee.

    (2) Under the express terms of the Representation Agreement, ICA's commission should have been limited to 10%, equating to $150.

    (3) When [Witness A] challenged the fee, Mr Ahmed subsequently offered to accept $200, to which [Witness A] agreed.

    (4) While [Witness A] had agreed to the $200 commission, his evidence was that Mr Ahmed's initial approach was contrary to the express terms of the Representation Agreement.

35. Following [Witness A's] appointment at [Team A], his dissatisfaction with Mr Ahmed's representation grew. He stated that Mr Ahmed was often unavailable, uninterested in his career, and generally disengaged.

36. In [month/year], [Witness A] was appointed [X] Head Coach at [Team Y] following the sudden departure of [Witness C]. [Witness A] was aware that [Witness C] and Mr Ahmed were close and was concerned that assuming the role previously held by [Witness C] might further strain his relationship with Mr Ahmed.

37. In late August 2023, Mr Ahmed called [Witness A] in an effort to reassure him regarding ICA's client care and to re-establish communication.

The alleged corrupt approach on 5 September 2023

38. On the final day of a County Championship match between [Team Y] and [Team Z], Mr Ahmed sent a WhatsApp message to [Witness A] at 15:35, stating:

Hi mate hope all is well, let me know if you have 5 minuets [sic] *after the game, I'm here at [Team Y]. I did tell*[Coach A] *to let you know.*

39. [Witness A] agreed to meet Mr Ahmed after the match, assuming that the meeting would concern potential franchise coaching opportunities.

40. The two met at approximately 4:30pm in the [[Hospitality Area] at the County Ground and sat together at a table. Although members of the catering staff were present nearby, no one else was sitting close by.

41. According to [Witness A], the conversation proceeded as follows:

    (1) Mr Ahmed began by congratulating him on his team's victory over [Team Z].

    (2) Mr Ahmed discussed franchise coaching opportunities, stating that he would push for [Witness A] to coach [Team A] again in the 2023 edition of [Tournament A].

    (3) Mr Ahmed also mentioned the US Masters T10 ("**US Masters**"), a T10 tournament attracting elite cricketers including retired international stars.

    (4) Mr Ahmed then asked [Witness A] which players he would want to take to a franchise tournament.

    (5) [Witness A] declined to provide names.

    (6) Mr Ahmed said that he and [Witness A] could "*help each other and it can benefit both parties*" and that "*the two of us can work together here*".

    (7) Mr Ahmed suggested that if [Witness A], as a franchise coach, selected players represented by Mr Ahmed, he would "*get a cut*" of Mr Ahmed's agent commission.

    (8) Mr Ahmed acknowledged that this was improper, stating "*I know it's wrong*" (or words to that effect) but asserting that "*everyone is doing it*".

    (9) [Witness A] stated that immediately felt uncomfortable, knowing that what had been proposed "*would be an unacceptable route to take professionally, morally and ethically*". He therefore told Mr Ahmed that he had no interest in exploring this type of arrangement further.

(10) Mr Ahmed then changed the topic of conversation, asking [Witness A] whether he needed any electronic goods, such as iPads or mobile phones. [Witness A] declined the offer.

[Witness A's] actions following the meeting

42. [Witness A] stated that he felt uncomfortable after the conversation and believed Mr Ahmed had made a corrupt approach.

43. At approximately 5:11pm on the same day, 5 September 2023, [Witness A] called [Witness B], [Team Y's] Director of Cricket, and reported the substance of the conversation. [Witness B] asked [Witness A] to send him an email recording the details of what had happened.

44. At 5:24pm, Mr Ahmed called [Witness A] via WhatsApp, but [Witness A] did not answer the call.

45. Later that day, at 8:51pm, [Witness A] sent a WhatsApp message to Mr Tim McDermott, an Anti-Corruption Officer for the CR, stating that he had a matter to report.

46. At 8:35am on the following morning, 6 September 2023, [Witness A] spoke with Mr McDermott by phone, giving an oral account of what had happened the previous day.

47. At 10:51am on the same morning, [Witness A] sent an email to [Witness B], copied to Mr McDermott, putting into writing his account of the incident.

48. On 14 September 2023, [Witness A] met with Mr McDermott and Mr Ryan Smith, the Designated Anti-Corruption Official for the CR, to provide a formal written investigatory statement.

[Witness A's] position on the nature of the alleged proposal

49. [Witness A] has maintained throughout these proceedings the firm view that Mr Ahmed's proposal to him on 5 September 2023 constituted a corrupt approach.

50. He noted that, as both a player and coach, he had attended numerous anti-corruption training sessions provided by the ECB and other cricketing bodies.

51. [Witness A] summarised the corrupt nature of the proposal as being "*that he was asking me to collaborate with him to select franchise cricket teams for matches and tournaments, not on cricketing merit but for improper financial gain*".

(b) Mr Smith

52. Mr Smith conducted a formal investigation following [Witness A's] report of the alleged corrupt approach by Mr Ahmed. As part of this process, Mr Smith provided two witness statements and gave oral evidence before the Tribunal. His investigation formed a critical part of the evidential foundation of the CR's case, incorporating multiple interviews, forensic analysis, and documentary reviews.

53. The Tribunal finds that the CR's investigation was thorough and methodical, involving the following key steps in chronological order:

(1) Initial interview with [Witness A] (6 September 2023):

(a) Following [Witness A's] immediate report of the alleged approach to [Witness B], he spoke with Mr McDermott on the morning of 6 September 2023.

(b) [Witness A] then sent a written report via email at 10:51am, summarising his account of the Meeting.

(c) That same day, Mr McDermott relayed the matter to Mr Smith, and Mr Smith became the lead investigator.

(2) Formal interview with [Witness A] (14 September 2023):

(a) Mr Smith, along with Mr McDermott, conducted a formal investigatory interview with [Witness A].

(b) During this interview, [Witness A] provided a detailed statement, confirming his first-hand recollection of the Meeting.

(3) Formal interview with [Witness B] (14 September 2023):

(a) Mr Smith separately interviewed [Witness B], who confirmed that [Witness A] had promptly reported his concerns to him following the Meeting on 5 September 2023.

(b) This interview primarily addressed the steps taken by [Witness A] to report the alleged approach rather than the substance of the allegations themselves.

(4) Formal interview with Mr Ahmed at Lord's (19 October 2023):

(a) Mr Smith and Mr McDermott jointly conducted an in-person interview with Mr Ahmed at Lord's on 19 October 2023. Mr Ahmed was legally represented at this interview by Mr Alastair Campbell of Level Law. Mr George Cottle of Onside Law attended on behalf of the CR.

54. The CR's investigation also involved:

(1) Reviewing CCTV footage from the County Ground on 5 September 2023, to verify movements and interactions;

(2) Conducting a forensic examination of Mr Ahmed's mobile phone, analysing relevant communications and data;

(3) Examining financial records related to Mr Ahmed's business dealings and transactions.

55. Mr Ahmed himself acknowledged the professionalism and fairness of Mr Smith's investigative approach. In his oral evidence, Mr Ahmed praised Mr Smith's conduct, describing him as "*fantastic*" and stating:

> *He is a gentleman. He gave me* […] *time, even in Ramadan.* […] *I think he's done a great job as how to, for example, to come across someone who is a Muslim, who is a practising Muslim. I appreciate that.*

56. Mr Smith's investigation also examined Mr Ahmed's prior conduct as a registered cricket agent, revealing several regulatory breaches. Referring to documentary evidence, Mr Smith stated that:

(1) Mr Ahmed had failed to disclose full details of the players he (via ICA) represented to the ECB in both the 2022 and 2023 seasons, contrary to regulatory requirements.

(2) Mr Ahmed had failed on numerous occasions to provide the ECB with a copy of the required 'Heads of Terms' document which summarises the terms of agency agreements, within the mandatory 14-day period following signature.

(3) Mr Ahmed was involved in facilitating player visas for US tournaments in a manner that appeared inconsistent with official regulations, raising serious concerns regarding compliance with immigration and competition rules.

57. Mr Smith's evidence was factual, well-documented, and free from exaggeration. His evidence was not materially challenged during cross-examination. The Tribunal finds that his evidence was measured, reliable, and integral to the overall investigation into Mr Ahmed's conduct. However, the Tribunal considers that certain aspects of the evidence adduced as part of the investigation were ultimately not relevant to its determination of the Charges: see paragraphs 158 to 162 below.

(c) Mr McDermott

58. Mr McDermott provided a brief witness statement, which was primarily procedural in nature. His evidence addressed:

(1) The steps taken by [Witness A] to report the alleged corrupt approach;

(2) A telephone call from [Witness B] on 6 September 2023, in which [Witness B] relayed his conversation with [Witness A] from the previous day;

(3) His own limited involvement in the CR's investigation of the case.

59. On the day before the hearing was due to commence, circumstances arose that prevented Mr McDermott from being able to attend the hearing to give oral evidence. The CR indicated that it wished to proceed with the hearing on the basis that Mr McDermott's statement would be given appropriate weight to the extent his evidence was in any way controversial, whilst taking into account of the absence of cross-examination.

60. In these circumstances, the Tribunal has determined that no weight should be attached to Mr McDermott's evidence. However, we note that his evidence was largely or entirely procedural – confirming the steps taken in the CR's investigation and [Witness

A] reporting of the incident, rather than providing any independent factual basis for assessing the substance of the allegations.

61. Whilst Mr McDermott's evidence was a necessary part of the CR's case preparation, the Tribunal finds that it did not materially advance the CR's case or contain any evidence that could not be fully addressed through other witnesses.

62. To the extent that any aspect of Mr McDermott's evidence was relevant, it was adequately covered by [Witness A] and Mr Smith, both of whom attended the hearing, provided oral testimony, and were subject to cross-examination.

63. Accordingly, whilst we do not place any weight on Mr McDermott's evidence, this has no bearing on the Tribunal's assessment of the key factual issues in this case.

(d) [Witness B]

64. [Witness B] provided a witness statement that was also largely or exclusively procedural in nature and did not extend beyond confirming the sequence of events following [Witness A's] report of the alleged corrupt approach. His evidence primarily:

(1) Reiterated the same chronology of events regarding how and when [Witness A] reported the matter to him;

(2) Confirmed as exhibits both his own statement to Mr McDermott and the email sent to him by [Witness A] on 6 September 2023.

65. [Witness B's] evidence was not challenged, and the Tribunal considers that this was a sensible and proportionate approach, given the narrow and procedural scope of his statement. As a result, there was no need for him to attend the hearing to give oral evidence or be subject to cross-examination.

66. The Tribunal accepts [Witness B's] evidence in full. However, we do not consider that it adds any substantive weight to the CR's case in relation to the Charges. His role was limited to confirming the procedural steps taken following [Witness A's] report, and his evidence does not provide any independent basis for assessing the substance of the allegations themselves.

(II) Evidence adduced by Mr Ahmed

(a) Mr Ahmed

Summary

67. Mr Ahmed provided a detailed witness statement in which he categorically denied all allegations relating to the Charges. He stated that the alleged corrupt approach described by [Witness A] never occurred, and that the Meeting on 5 September 2023 was nothing more than a routine conversation between an agent and a coach about future opportunities in franchise cricket.

68. Mr Ahmed expressed shock and distress that what he regarded as an ordinary conversation had resulted in anti-corruption charges. He stated that the investigation had caused significant stress and anxiety for both him and his family.

Professional background and business interests

69. Mr Ahmed set out extensive background to his professional career, such as: his longstanding presence in cricket including as a player, administrator and a full playing member of the MCC; his founding of ICA in 2014, which has since grown into a substantial cricket agency representing players, coaches and staff worldwide; his business interests outside cricket, including his founding of three separate mobile phone related companies, which he has pursued alongside his agency work.

70. Mr Ahmed highlighted that he is trusted within cricket including by the ECB, who as recently as 2024 worked with him in arranging the appointment of Mr Mushtaq Ahmed as spin bowling coach for the England under-19s.

Relationship with [Witness A]

71. Mr Ahmed's evidence substantially accorded with that of [Witness A] in terms of the genesis of their relationship.

72. However, Mr Ahmed refuted [Witness A's] suggestion that he had been unavailable or ineffective as an agent, producing WhatsApp messages showing that he had actively sought to engage with [Witness A] during 2023.

[Tournament A] commission fee

73. In his witness statement, Mr Ahmed addressed [Witness A's] contentions as to the fee paid to ICA for [Witness A's] appointment to [Team A] at [Tournament A]. Mr Ahmed stated: "*notwithstanding the ordinary provisions of the* [Representation Agreement]*, our minimum fee is $300 (to make the engagement worthwhile for the agency).*" Mr Ahmed characterised [Witness A's] evidence on the issue as follows:

> *For* [[Witness A]] *to now create the impression, in his witness statement, that I somehow tried (and indeed that I am still trying) to obtain more than we agreed for [Tournament A] commission is, in my view, completely unjustified and wrong, and is designed to paint me in a bad light despite our messages clearly showing his agreement to the fee.*

74. In cross-examination, when questioned about how he had communicated the fee to [Witness A], Mr Ahmed stated that he had not asked him to pay $300 but had merely enquired as to whether it was possible for [Witness A] to consider paying the higher amount.

The Meeting with [Witness A]

75. Mr Ahmed stated that he was visiting the County Ground in order to meet a different client, and saw it as a chance to touch base with [Witness A] at the same time.

76. Mr Ahmed denied making any corrupt approach to [Witness A] and stated that their conversation concerned only legitimate coaching opportunities

77. Mr Ahmed denied making any suggestion that [Witness A] could receive a financial benefit linked to player selections. He said that any reference to player representation was about the ordinary course of agency work and not any corrupt scheme.

78. He stated that [Witness A] had expressed interest in securing future coaching roles, and Mr Ahmed, in turn, informed him of potential opportunities, particularly regarding [Tournament A].

79. Mr Ahmed maintained that he merely informed [Witness A] of the players he represented and that there was nothing improper in his mention of his roster.

80. He denied that he ever proposed that [Witness A] would receive a financial incentive for selecting any particular players in a team.

81. Mr Ahmed emphasised that his conversation with [Witness A] focused on [Tournament A]. He denied discussing the US Masters with [Witness A] at the Meeting, stating that it was not relevant to their conversation and that [Witness A] had no clear route to securing a coaching role in that tournament given that in 2024 it was due to take place during the county season.

82. However, under cross-examination he accepted that he had mentioned to [Witness A] that he had on his roster "*decent players who have actually won the US Masters*".

83. When cross-examined about [Witness A's] evidence that he had offered to provide electronic goods, Mr Ahmed explained that this was a casual remark made in the context of his other businesses, as part of which he supplies electronic goods.

84. Mr Ahmed described their farewell as amicable, stating that there was no sign of concern or discomfort from [Witness A]. He sought to rely on CCTV footage of them parting ways, which he said contradicted the suggestion that [Witness A] had been alarmed or disturbed by anything said in the conversation.

(b) [Witness C]

85. [Witness C] had a 23-year career as a professional cricketer, playing for [Team Y] and England amongst other teams, before becoming a coach.

86. [Witness C] provided a witness statement addressing various matters, including:

    (1) The development of a professional relationship between him and Mr Ahmed, who sourced several coaching opportunities for him, including in Bangladesh, Abu Dhabi, [Tournament A], the US Masters and Pakistan.

    (2) [Witness C] described Mr Ahmed as "*professional, helpful, extremely well-connected and knowledgeable about the game*".

    (3) [Witness C] stated that he was "*shocked*" at the allegations regarding Mr Ahmed and found them "*highly improbable*" based on his personal experiences with Mr Ahmed.

    (4) He described Mr Ahmed as being "*always extremely transparent, reliable, open, honest and straight*" in their professional interactions.

(5) He gave a specific example from his time at [Team Y], where Mr Ahmed willingly forfeited a commission (having assisted in the successful recruitment of a talented young player) in order to help the club financially, asking only in return for some billboard advertising around the County Ground.

(6) He stated that Mr Ahmed had never made a corrupt approach to him and that he had never offered him a "*cut*" of any commission earned from placing players in teams.

(7) [Witness C] set out some general observations on the dynamics of franchise cricket, particularly the interaction between coaches and agents:

(a) He stated that in modern cricket, with an increasing number of franchise tournaments, coaches are constantly approached by agents seeking to place their players.

(b) He noted that in tournaments involving draft systems, head coaches often play a key role in recruitment, preparing shortlists of potential players for each position.

(c) He acknowledged that agents aggressively promote their players to coaches, but emphasised that this is a normal part of the game and not inherently corrupt.

(8) [Witness C] stated that he found the alleged corrupt approach to be "*highly unlikely*", not only on the basis of it being out of character for Mr Ahmed based on his personal experience, but also because it would be a bizarre proposition to make to someone who was not in a head coaching role for a tournament at the time and who would have to be navigating a draft, with many decisions on player recruitment taken out of the head coach's hands.

(9) He stated that the draft-based nature of [Tournament A] would have made such an approach especially unlikely insofar as it related to that tournament, where earnings and commissions were relatively low.

87. The CR ultimately elected not to require [Witness C] for cross-examination, with the result that his witness statement was accepted as written.

88. Consequently, we accept [Witness C's] evidence at face value.

89. Although [Witness C's] evidence is unchallenged and must be taken at face value, its limitations must also be recognised. First, it reflects one person's experience of Mr Ahmed but that does not, in itself, preclude the possibility of conduct inconsistent with that experience in Mr Ahmed's dealings with others. Secondly, whilst evidence of good character may be relevant in assessing credibility, it does not serve as a definitive safeguard against misconduct. Thirdly, and most importantly, [Witness C's] witness statement does not provide evidence directly bearing on the key factual allegations concerning what was said at the Meeting.

90. In short, [Witness C's] evidence offers context drawn from his experience of Mr Ahmed but it does not, in our view, materially assist in resolving the core allegations that must be determined in assessing whether the Charges are established.

F. ANALYSIS OF THE EVIDENCE AND FACTUAL FINDINGS

(I) The Central Issue

91. The core factual dispute in this case is whether Mr Ahmed made the alleged corrupt approach to [Witness A] during the Meeting on 5 September 2023.

92. The CR contended that Mr Ahmed proposed an arrangement whereby [Witness A], as a coach, would select players from Mr Ahmed's roster for franchise tournaments in exchange for a share of the commission received for those players.

93. Mr Ahmed categorically denies making such an approach, maintaining that the conversation was entirely routine and focused solely on legitimate discussions about cricketing opportunities.

94. The resolution of this factual dispute rests largely on an assessment of the credibility and reliability of the competing accounts, set in context against the all the relevant circumstances.

(II) The Evidence of [Witness A]

Findings as to [Witness A's] evidence

95. In our view, [Witness A's] evidence was clear, consistent, and credible throughout. His account of the Meeting has remained fundamentally unchanged from his first written record of the conversation – his email sent to [Witness B] (copied to Mr McDermott) the following morning – through to his investigatory witness statement, and finally his witness statement and oral evidence before the Tribunal.

96. His email on 6 September 2023 email is particularly significant as it provides a contemporaneous account of the conversation, free from any suggestion of retrospective embellishment or influence. The email states unequivocally that:

    (1) Mr Ahmed told him that they could "*help each other and it can benefit both parties.*"

    (2) This comment "*did not sit comfortably with me and I therefore feel that I have to escalate it to yourself and make you aware.*"

    (3) Mr Ahmed "*suggested that if I were to take players that he recommends to me, in turn I could benefit from a percentage of commission for each player.*"

97. The Tribunal finds that [Witness A's] investigatory witness statement, taken on 14 September 2023, is materially consistent with his initial email. There are no significant discrepancies or embellishments. His account has remained internally coherent, without any attempt to exaggerate or strengthen his account over time.

98. [Witness A's] oral evidence was measured, direct and unshaken in cross-examination. He did not attempt to amplify or dramatise his account but provided clear and forthright answers. Minor details were expanded upon naturally, as would be expected with the passage of time, but there were no inconsistencies of substance that would suggest fabrication, exaggeration, or an attempt to shape his evidence to favour the CR's case.

99. The Tribunal considers it significant that [Witness A] was not cross-examined as to the possibility of having any reason to fabricate the allegations. Unlike Mr Ahmed, who has a direct and clear personal interest in the outcome, [Witness A] had nothing to gain from making a false report.

100. He did not seek to publicise his allegation, nor did he initiate any form of dispute. His actions – reporting the matter promptly and maintaining a measured, professional tone throughout – are entirely consistent with a witness acting in good faith. There was no

attempt to retroactively strengthen his evidence in response to questioning, nor any sign that he tailored his evidence to fit the case against Mr Ahmed.

101. In these circumstances, the Tribunal finds that [Witness A's] evidence is both credible and reliable. His account is consistent, contemporaneously recorded, and free from any discernible or alleged reason to fabricate. His testimony is therefore to be preferred where it conflicts with that of Mr Ahmed.

Alleged inconsistencies in [Witness A's] evidence

102. Mr Cukier, on behalf of Mr Ahmed, sought to challenge the reliability of [Witness A's] account by identifying alleged inconsistencies between the following records of his account over time:

    (1) The email sent by [Witness A] to [Witness B] on 6 September 2023;

    (2) The investigative statement given by [Witness A] in interview with Mr McDermott on 14 September 2023;

    (3) The witness statement provided by [Witness A] in connection with these proceedings, which was signed on 30 October 2024.

103. For example, Mr Cukier sought to highlight the absence of a particular detail in the 6 September email. He put to [Witness A]: "*In this email sent the day after your meeting, you don't mention anywhere that Mr Ahmed had admitted that he knew it was wrong or even words to that effect, do you?*"

104. In response, [Witness A] explained that his email to [Witness B] was concise and did not contain the full detail of what was discussed, as he had already spoken to both [Witness B] and Mr McDermott about the meeting separately. However, he candidly accepted that this detail was absent from the email and that it was, in hindsight, an important aspect of the discussion.

105. Mr Cukier sought to frame this omission as a material inconsistency, given that [Witness A] later referred to Mr Ahmed's admission that "*he knew it was wrong*" in his witness statement for these proceedings. However, this line of questioning failed to acknowledge that the same detail had already been included in [Witness A's] investigatory witness statement, prepared on 14 September 2023 – just nine days after

the meeting. In that statement, [Witness A] recorded expressly that Mr Ahmed had said words to the effect of: "*this sort of thing happens everywhere. He said 'I know it's wrong' - or words to that effect - but everyone is doing it.*"

106. Similarly, Mr Cukier sought to identify an alleged inconsistency within [Witness A's] evidence that he felt uncomfortable following Mr Ahmed's comments at the Meeting. Referring to [Witness A's] investigative statement, he pointed out that this suggested [Witness A] had felt uncomfortable about the alleged electronics offer that had been made by Mr Ahmed, rather than the approach in relation to receiving a cut of Mr Ahmed's commission (the latter being what [Witness A's] witness statement indicated). However, this overlooked that [Witness A's] email to [Witness B] made it abundantly clear that the suggestion of receiving a cut of Mr Ahmed's commission was a comment that "*put a very uncomfortable slant on the conversation, obviously from a professional perspective and both morally and ethically I know that this would be an unacceptable route to take.*" This line of questioning, seeking to alight upon the investigative statement suggesting that the electronics comment had made [Witness A] uncomfortable as an alleged inconsistency, was in substance it was nothing of the sort. As [Witness A] confirmed in cross-examination, it was both aspects of Mr Ahmed's comments that had made him feel uncomfortable.

107. The Tribunal considers that these are characteristic of a broader attempt on Mr Ahmed's behalf to find substantive inconsistencies in [Witness A's] evidence where there were none. Where a material detail was not included in the email to [Witness B], it was included in the investigative witness statement, and vice versa. There is no evidence to suggest that [Witness A] has ever changed his account in any material way that would indicate fabrication or embellishment. His 6 September email and 14 September investigatory statement, taken together, provide a comprehensive and consistent account that has remained stable throughout these proceedings.

108. If anything, these attempts to expose inconsistencies had the opposite effect – they served to underscore how fundamentally consistent [Witness A's] account has been over time.

109. In summary, [Witness A] gave a clear initial account of the Meeting in writing on 6 September 2023, an oral account on 14 September 2023 which was formally recorded in his investigatory statement, and his evidence has remained materially consistent with

those accounts throughout these proceedings, including his cross-examination before the Tribunal.

110. Accordingly, the Tribunal finds that [Witness A's] evidence is clear, reliable, and persuasive, and it is accepted in all material areas.

(III) The Evidence of Mr Ahmed

111. By contrast, in our view Mr Ahmed's evidence was inconsistent, evasive and at times disingenuous. This had a severely detrimental impact on his credibility as a witness. Other aspects of Mr Ahmed's evidence served to undermine his credibility on further grounds.

112. Taken as a whole, the factors addressed below fatally undermine the reliability of Mr Ahmed's evidence. The Tribunal is comfortably satisfied that his account cannot safely be relied upon, particularly where it conflicts with credible evidence to the contrary.

Disingenuous and/or evasive evidence – [Tournament A] commission issue

113. The Tribunal finds that Mr Ahmed's evidence on [Tournament A] commission issue was not only evasive but, at times, plainly disingenuous. His attempts to minimise and reframe his actions in a manner inconsistent with the documentary record were unconvincing and, in key respects, an exercise in semantic evasion rather than genuine explanation.

114. In cross-examination by Mr Campbell, it was put to Mr Ahmed that: "*it's right to say, isn't it, that you asked* [[Witness A]] *to pay an amount that was higher than that which was in fact payable under your contract?*"

115. Instead of offering a straightforward acknowledgement, Mr Ahmed responded: "*I didn't ask him. I inquired from him: is it possible for you to consider that?*"

116. This was, self-evidently, a strained and unconvincing distinction. The Tribunal finds that Mr Ahmed's handling of this professionally uncomfortable issue was disingenuous in that it attempted to reframe his conduct in a misleadingly innocuous manner. As the CR rightly described it, this was a clear "*attempt at semantic evasion*".

117. In reality, the documentary evidence establishes that Mr Ahmed did request [Witness A] to pay more than he was contractually required to pay. Indeed, if anything, the

question put to Mr Ahmed in cross-examination was overly generous, as the WhatsApp exchanges reveal that Mr Ahmed did not merely ask for the fee but instead misleadingly asserted it as falling due. The messages show the following exchange:

> Mr Ahmed:
>
> *"Florida Miami*
>
> *Head ccoach of [Team A] [sic]*
>
> *5-11 dec*
>
> *$1200"*
>
> [Witness A]:
>
> *"I thought it was $1,500"*
>
> Mr Ahmed:
>
> *"Yes they will pay you $1500 minus fees you keep $1200 I hope this is ok?"*
>
> [Witness A]:
>
> *"I thought fees were 10%"* […]
>
> Mr Ahmed:
>
> *"Standard fees is 10%.*
>
> *Normally in usa we have fixed fees of $300 (that is our minimum fees) 10% on other leagues"*

118. The Tribunal finds that this exchange plainly contradicts Mr Ahmed's evidence. The messages demonstrate that Mr Ahmed did not initially "*inquire*" whether [Witness A] would be willing to pay more, but instead misrepresented the amount payable as a fixed fee falling due. Only when [Witness A] questioned the accuracy of this assertion did Mr Ahmed qualify his position.

119. Furthermore, the Tribunal finds that Mr Ahmed's (mis)characterisation in his witness statement of [Witness A's] evidence on this issue (as set out at paragraph 73 above) was, at best, selective:

    (1) [Witness A] was not trying to "*create the impression* […] *that* [Mr Ahmed] *somehow tried* […] *to obtain more than we agreed*", as Mr Ahmed stated. Rather (as he confirmed under cross-examination), [Witness A's] point was – correctly – that

the fee initially asserted by Mr Ahmed as falling due in fact departed from the terms of the Representation Agreement.

(2) This did not, however, stop Mr Ahmed from mischaracterising [Witness A's] evidence as "*completely unjustified and wrong, and* […] *designed to paint me in a bad light*". The Tribunal finds this accusation to be without foundation.

(3) [Witness A's] account of the interaction was, in contrast, measured and accurate. He maintained that there was a clear and unjustified departure from the terms of the Representation Agreement, but readily accepted that he had ultimately agreed to pay $200 to avoid further dispute.

120. Further, it is clear that Mr Ahmed also gave inaccurate and/or misleading evidence on this issue during his interview with Mr Smith at Lord's on 19 October 2023. In particular:

(1) Mr Ahmed stated to Mr Smith that [Witness A] had not paid ICA the [Tournament A] commission fee.

(2) When Mr Smith asked how much was owed, Mr Ahmed stated that [Witness A] owed $350 but [Witness A] had said "*I can only pay 200"*.

(3) Mr Ahmed did later clarify that he was uncertain about the sum owed – so we attach no weight to his error in suggesting that sum was $350 – but we do find it material that he inaccurately asserted that [Witness A] owed a higher figure but had stated he could only pay less.

(4) This was demonstrably not what had happened – in fact, it was Mr Ahmed who had offered to accept the lesser sum of $200 after his initial misleading assertion that a fixed fee of $300 fell due, only after it had been justifiably questioned by [Witness A].

(5) This directly contradicts Mr Ahmed's initial framing of the issue to Mr Smith.

121. Finally, the Tribunal finds that Mr Ahmed's willingness to seek to extract more money from a client than that to which he was contractually entitled (even if a lower sum was subsequently agreed by the client) also undermines his credibility in relation to his alleged professionalism and integrity. It provides evidence of Mr Ahmed prioritising

financial gain over contractual accuracy and transparency, and this is relevant when assessing his overall credibility in the context of the far more serious allegations in these proceedings.

Disingenuous and/or evasive evidence – the US visas issue

122. Mr Ahmed was questioned in cross-examination by Mr Campbell about his advice to players regarding US visa applications, a matter that directly bore upon his credibility and willingness to engage in conduct that circumvented regulatory requirements.

123. Mr Ahmed admitted having knowledge that players required a 'work' visa to participate in US tournaments. However, he also admitted details of an arrangement where players instead obtained a 'visit' visa, apparently for reasons of expediency.

124. When pressed on this issue, Mr Ahmed was at pains to distance himself from the arrangement, insisting that it was not his idea and that he had merely followed guidance provided by others. He further asserted that a 'visit' visa could later be "*converted*" into a 'work' visa, yet he was unable to provide any coherent explanation as to the legal or procedural basis for such a conversion. He was unable to identify what steps he had taken to verify that this was a permissible process.

125. Mr Ahmed's responses on this topic were marked by inconsistency and obfuscation. He offered shifting and contradictory explanations in attempting to apportion responsibility, alternately attributing the arrangement to different sources – including a "*team owner*", a contact named "*Madhukar*", an unnamed lady, "*the League's representative*" and an unnamed solicitor or immigration agent. When confronted with the inconsistencies in these explanations, he became evasive and ultimately refused to engage with the fundamental issue – namely, that he had been participating in, or at least turned a blind eye to, an arrangement that was, at best, administratively dubious and quite possibly unlawful.

126. The Tribunal finds that Mr Ahmed's approach to this issue showed deflection and selective recall, attempting to minimise his involvement while avoiding outright contradiction. His inability to provide a clear, consistent, and credible justification for his role in the US visa arrangement further undermines his overall reliability as a witness.

Inconsistencies

127. A feature of Mr Ahmed's evidence was the evolution of his account over time. His initial oral account, given in interview on 19 October 2023, was tentative, uncertain, and notably lacking in the firm and categorical denials that characterised his later evidence before the Tribunal. The progression in the strength and certainty of his denial suggests a calculated shift in position rather than a consistent recollection of events.

128. For instance:

(1) His immediate response when first confronted with the central allegation of making a corrupt approach was not one of clear and unequivocal indignation or denial. When Mr Smith asked whether he recalled proposing that [Witness A] would take a cut and acknowledging that he knew it was wrong, Mr Ahmed did not simply deny it outright. Instead, he responded: "*No* […] *I don't remember it, but I don't think I said that to offer him a cut.*" This is a markedly hesitant and non-committal answer, particularly when viewed against the emphatic and unwavering denials Mr Ahmed later advanced before the Tribunal. The phrasing used is not the response one would expect from someone confronted with a false and serious allegation, and it does not tally with the magnitude of confidence with which Mr Ahmed asserted his denial at later stages.

(2) Similarly, when asked by Mr Smith about his discussion at the Meeting regarding [Tournament A], and whether than was different from the US Masters, Mr Ahmed's response was: "*Different one, yes. And er, I think I asked him if he were, if he wants to be involved in that or T10, because I think they both clashing or something. I can't remember exactly.*" Again, this response is notable for its vagueness and uncertainty. Mr Ahmed's use of tentative language ("*I think*", "*or something*", "*I can't remember exactly*") is starkly at odds with the firm and definitive manner in which he later asserted his recollection of the Meeting at the hearing. The Tribunal finds it inherently implausible that his recollection of the Meeting became clearer and more detailed over time, rather than fading.

(3) In the same interview with Mr Smith, Mr Ahmed was asked whether there is anything he said that could have been misunderstood by [Witness A], Mr Ahmed replied: "*I don't recall full conversation but if he says and if he tells you something then question me on that.*" Again, the fact that on 19 October 2023 Mr Ahmed was

unable to recall the full conversation with [Witness A] does not sit comfortably alongside his emphatic denials regarding the same conversation over 14 months later, on 20 January 2025 at the hearing.

129. Mr Ahmed's assertion that the conversation at the Meeting focused solely on [Tournament A] was also contradicted by his admission during cross-examination that he discussed his roster of players who had won the US Masters.

130. The Tribunal finds that these inconsistencies are not minor lapses in memory but rather a deliberate shift in Mr Ahmed's position as he became increasingly aware of the seriousness of the allegations against him. His initial hedging, vagueness, and lack of certainty – when his recollection should have been at its freshest – undermines the credibility of his later, more forceful denials. The contrast is stark and telling, and the Tribunal finds that the clear pattern of increasing confidence and certainty over time is indicative of a reconstructed, rather than a genuine, account.

Attempts to downplay a head coach's influence

131. Mr Ahmed attempted to suggest that a coach has no real influence in a draft-based system and therefore the alleged corrupt arrangement would make no sense. However, this argument is undermined by his own acknowledgment in cross-examination that a head coach retains discretion over player selection, even in a draft.

132. Mr Ahmed's position was further weakened by [Witness C's] evidence, which confirms that head coaches hold an influential role in preparing recruitment lists and selections. [Witness A's] evidence was also consistent in this regard, stating that coaches often have significant input even in a structured draft system.

No plausible explanation for a misunderstanding by [Witness A], and no reason to fabricate

133. It was not suggested on Mr Ahmed's behalf, nor does the Tribunal find, that [Witness A] misunderstood the core components of the alleged corrupt approach. The essential statements allegedly made by Mr Ahmed – such as "*you would get a cut*", and "*I know it's wrong*" – are unambiguous and all but impossible to misconstrue.

134. Mr Ahmed did not provide any credible alternative explanation for why [Witness A] would have misconstrued their conversation. His position is a straightforward denial

that the conversation ever occurred, yet this denial stands in stark contrast to [Witness A's] clear and consistent recollection.

135. Furthermore, as set out at paragraph 99 above, [Witness A] was never cross-examined on the possibility that he had any reason to fabricate the allegations. There was no suggestion – either in questioning or (necessarily as a result) in submissions – that he harboured any personal or professional motive to implicate Mr Ahmed falsely. The absence of any challenge, perceived or real, to [Witness A's] good faith further reinforces the Tribunal's conclusion that his evidence is credible, reliable, and free from improper influence.

Financial motive

136. The Tribunal finds that Mr Ahmed had a clear financial motive to engage in the alleged corrupt approach. Contrary to his written statement, in cross-examination, he admitted that his non-cricket businesses were struggling financially – his mobile phone companies were "*collectively about £50,000 in the red*", and his cricket business had "*modest*" net assets of £4,141 in 2022 and £21,803 in 2023. Overall, he stated that, in 2023, he was relying on "*a collective income of my wife and rent, and little bit towards from the cricket*".

137. The Tribunal does not suggest that financial motive, in itself, is remotely indicative of wrongdoing. However, in conjunction with all the other evidence – including Mr Ahmed's willingness to demand inflated commission payments from [Witness A] in the past – it forms part of the relevant factual circumstances and falls to be taken into account.

(IV) Submissions rejected by the Tribunal relating to the Evidence

138. In reaching our decision, the Tribunal has considered all submissions advanced by the parties. While some arguments were of evidential significance, others were ultimately not persuasive and have been rejected for the reasons set out below.

The location of the Meeting in the [Hospitality Area]

139. It was submitted on Mr Ahmed's behalf that the fact that the Meeting took place in the [Hospitality Area], with catering staff working nearby, made it less likely that a corrupt approach was made.

140. The Tribunal does not ascribe any material weight either way to the location and environment of the Meeting. A corrupt approach can be made at any time and in any setting, and we do not accept that the mere presence of catering staff in the vicinity renders it inherently improbable that such an approach occurred.

141. Moreover, the evidence confirms that Mr Ahmed and [Witness A] were sitting alone, with no one in close proximity to them. There is no evidence to suggest that they were likely to have been overheard. In the Tribunal's view, it would not have been especially brazen for a corrupt approach to be made in these circumstances, and the submission that the location somehow militates against the allegation is wholly unconvincing.

The CCTV footage of Mr Ahmed and [Witness A]parting ways

142. Mr Ahmed sought to rely on CCTV footage of him and [Witness A] parting ways after the Meeting, arguing that the footage did not depict any sign of concern or alarm on [Witness A's] part, and that this should be taken as indicative that nothing untoward had occurred.

143. The Tribunal accepts that the footage does not appear to show anything remarkable or out of the ordinary. However, nothing follows conclusively from this as a matter of evidence.

144. The Tribunal finds it wholly unrealistic to suggest that, even if [Witness A] was perturbed or alarmed by what was said at the Meeting, that reaction should necessarily have been manifest in his behaviour at the precise moment of saying farewell to Mr Ahmed. A seemingly composed parting of ways does not in and of itself, or at all, undermine the credibility of [Witness A's] account of what transpired during their earlier conversation.

The relatively low fee for [Tournament A]

145. It was suggested on Mr Ahmed's behalf that [Tournament A] was a lower-tier tournament with relatively modest player fees, making it implausible that a corrupt approach would be made in this context, as the financial incentive would not have been significant.

146. The Tribunal rejects this submission. Corrupt activity is not confined to elite competitions with the highest financial stakes. The Tribunal is not prepared to assume

that an improper financial arrangement would only be pursued where the sums involved are sufficiently high.

147. Furthermore, the Tribunal notes that the alleged proposal was not necessarily confined to [Tournament A] alone. While there is dispute between the parties as to whether [Tournament A] was the sole focus of discussion at the Meeting, the Tribunal finds it is clear from the evidence that the suggestion put forward by Mr Ahmed was framed in broader terms, referring generally to franchise tournaments. [Witness A's] account does not suggest that the approach was exclusively tied to one specific event, but rather that it was an open-ended proposition relating to [Witness A's] potential influence over player selection upon his appointment in future tournaments generally. Furthermore, [Witness A's] evidence was that the Meeting involved discussion of the US Masters, where materially higher fees are typically at stake.

148. The Tribunal therefore finds that the financial scale of [Tournament A] does not materially detract from the plausibility of the allegation, particularly given the apparent breadth of the proposal as described by [Witness A].

Absence of incriminating evidence on Mr Ahmed's phone

149. The Tribunal has considered the forensic examination of Mr Ahmed's mobile phone, which did not reveal any incriminating messages, recordings, or other documentary evidence supporting [Witness A's] allegations.

150. However, the Tribunal does not consider this to be probative evidence in Mr Ahmed's favour. The alleged corrupt approach was made in a face-to-face meeting, with no suggestion that it was ever committed to writing or otherwise recorded. In cases of this nature, where improper conduct is alleged to have occurred in a private conversation, it is unsurprising that no direct electronic or written evidence would exist. The Tribunal does not consider that any significant inference can be drawn in Mr Ahmed's favour simply because no such material was recovered from his phone.

151. Furthermore, the Tribunal has taken into account the evidence of Mr Smith, who explained that significant technical failures in the forensic extraction process compromised the retrieval of relevant data from Mr Ahmed's phone. Specifically:

    (1) When Mr Smith received the extracted phone data on 6 November 2023, he immediately noticed that a substantial amount of potentially relevant data had

not been extracted at all, including records from key messaging applications such as WhatsApp.

(2) The forensic technicians at IntaForensics Ltd later confirmed that the download had been "*substantially unsuccessful*", due to issues with their forensic extraction software.

(3) In the case of WhatsApp data, extraction was prevented by Mr Ahmed's two-factor authentication settings, which required a 6-digit PIN code to unlock, rendering the extraction process incomplete.

(4) Due to these failures, the CR was required to take possession of Mr Ahmed's phone again and conduct a manual review. However, by this time, Mr Smith acknowledged that Mr Ahmed had already had ample opportunity to permanently alter or delete any prejudicial data, making it impossible to verify whether relevant material had been removed in the intervening period.

152. The Tribunal makes no findings as to whether any deletion or alteration of data did, in fact, take place. However, it is clear that the phone extraction process was materially flawed and that the possibility of lost or inaccessible data cannot be ruled out.

153. Accordingly, the Tribunal places no weight on the absence of incriminating material on Mr Ahmed's phone, not least because there is no certainty that all relevant data remained intact at the time of forensic examination. Given the investigatory deficiencies identified by Mr Smith, the Tribunal finds that this aspect of the evidence does not materially assist Mr Ahmed's case.

Absence of incriminating financial records

154. The Tribunal has also considered the submission that no suspicious financial transactions or records were uncovered linking Mr Ahmed to any improper payments.

155. While it is correct that no direct financial evidence of corrupt payments has been produced, the Tribunal does not consider that this significantly weakens the CR's case.

156. The absence of suspicious financial records does not undermine the allegation because no payment was ever alleged to have been made – the case concerns a corrupt approach, rather than an executed corrupt transaction. [Witness A's] evidence is that

he rejected the proposal outright, meaning there would have been no opportunity for an illicit payment to materialise.

157. Accordingly, the lack of incriminating financial evidence is of no material significance in determining the credibility of the allegations.

Alleged regulatory breaches by ICA/Mr Ahmed

158. The Tribunal also rejects a submission made on behalf of the CR seeking to place reliance on alleged regulatory breaches by ICA and/or Mr Ahmed – such as his failure to file documents on behalf of ICA in compliance with ECB regulations – as supporting evidence of the plausibility of a corrupt approach.

159. The Tribunal has considered Mr Smith's evidence regarding Mr Ahmed's alleged non-compliance with certain agent registration requirements. Specifically, Mr Smith's investigation indicates that:

(1) Mr Ahmed failed to disclose the full list of players he (via ICA) represented to the ECB during the 2022 and 2023 seasons, in breach of applicable agent disclosure requirements.

(2) Mr Ahmed failed on numerous occasions to provide the ECB with a copy of the required 'Heads of Terms' documents for agency agreements, within the mandatory 14-day period following signature.

(3) Mr Ahmed was involved in facilitating player visas for US tournaments in a manner that appeared inconsistent with official immigration regulations.

160. While these findings may indicate a pattern of regulatory non-compliance, the Tribunal is not persuaded that they have any material bearing on the plausibility of the alleged corrupt approach. A failure to comply with agent registration and documentation rules does not, in itself, render it more likely that Mr Ahmed engaged in corrupt activity.

161. The Tribunal draws a clear distinction between administrative or regulatory breaches and serious allegations of corrupt conduct. Whilst the former may reflect poor compliance or lax business practices, they do not constitute probative evidence of wrongdoing in an entirely different and far more serious context.

162. Accordingly, the Tribunal does not attach any weight to – or make any finding in respect of – the regulatory breaches alleged by the CR in determining whether Mr Ahmed made the alleged corrupt approach to [Witness A]. This aspect of the evidence does not advance the CR's case on the key factual issues (save to the extent that Mr Ahmed's evidence in response engaged credibility issues, as addressed at paragraphs 122 to 126 above) and is therefore not relied upon in our findings.

(V) Conclusion

163. Having considered all the evidence, the Tribunal prefers and unhesitatingly accepts the evidence of [Witness A].

164. [Witness A's] account has been clear, consistent, and moderate throughout. It is recorded in two contemporaneous documents, one on 6 September 2023 (i.e., the day after the Meeting) and the other on 14 September 2023 (i.e., 9 days after the Meeting). He had no reason to fabricate his account, the core components of the allegation were all but impossible to have misconstrued, and his actions have been entirely consistent with someone acting in good faith.

165. By contrast, Mr Ahmed's evidence was inconsistent, evasive, and at times disingenuous. We conclude that he was not a credible witness.

166. The Tribunal is comfortably satisfied that the Meeting took place as alleged by [Witness A] and the CR, including that Mr Ahmed said the disputed words to [Witness A].

G. DETERMINATION OF OTHER ISSUES

(I) Whether Charges 1-3 require an identified 'Match' or 'Matches'

(a) Mr Ahmed's case

167. It was contended on Mr Ahmed's behalf that the first three Charges, under Articles 2.1.1, 2.1.3, and 2.1.4 of the Code, must fail because they require a corrupt approach in relation to a specific 'Match' or 'Matches' as defined in the Code. This submission, in summary, entailed as follows:

    (1) The alleged approach by Mr Ahmed, even if it occurred, did not involve an attempt to contrive or influence the conduct of any specific Match.

(2) There was no reference in the conversation to any particular Match or competition that would be affected.

(3) The Code's definition of 'Match' (in Appendix 1) contemplates a defined contest rather than an amorphous concept of franchise tournaments generally.

(4) The absence of a specific Match means that Articles 2.1.1, 2.1.3, and 2.1.4 cannot be engaged, and only the residual charge under Article 2.5.1 could, in principle, be made out.

168. Mr Ahmed therefore contended that because the alleged proposal did not reference any specific Match, but rather referred more broadly to franchise cricket, it cannot constitute an offence under Article 2.1.1. His counsel, Mr Cukier, submitted that the provision is forward-looking and applies only where there is a design to influence a Match, not where improper influence arises merely as a consequence of prior conduct.

(b) The CR's response

169. The CR advanced a broader interpretation of the term 'Match', submitting that:

(1) The Code is drafted to prevent any form of improper influence over Matches, whether or not the Match in question is pre-identified at the time of the approach.

(2) The language of Article 2.1.1 is disjunctive, covering both "*fixing or contriving*" and "*otherwise influencing improperly*" any Match.

(3) The offence is not limited to situations where there is an active design to fix a particular Match but extends to conduct that has the effect of influencing improperly any aspect of a Match.

(4) A restrictive interpretation would create a loophole whereby corrupt individuals could escape liability simply by ensuring that their improper scheme is formulated in general terms rather than directed at a named Match.

(5) The Anti-Corruption Code should be interpreted purposively to avoid creating loopholes.

(c) Analysis and Determination

The core issue

170. The relevant part of Article 2.1.1 provides that the following conduct is an offence:

> *Fixing or contriving in any way or otherwise influencing improperly, or being a party to any agreement or effort to fix, contrive, or otherwise influencing improperly, the result, progress, conduct, or any other aspect of any Match* […]

171. The Tribunal determines this issue in the CR's favour and rejects Mr Ahmed's interpretation of Article 2.1.1.

172. The Tribunal finds that a corrupt approach does not need to be tied to a pre-identified Match at the time it is made for it to constitute an offence under Articles 2.1.1, 2.1.3, or 2.1.4. The approach need only be directed towards influencing improperly a Match when it occurs, even if none is specifically identified at the time.

The language and structure of Article 2.1.1

173. The wording of Article 2.1.1 is deliberately broad and forward-looking, prohibiting conduct that:

    (1) Constitutes an effort to influence improperly a Match (even if it does not succeed);

    (2) Forms part of an agreement to influence improperly a Match;

    (3) Has the effect of influencing improperly a Match, regardless of whether that influence was intended to affect that particular fixture.

174. Article 2.6.1 operates to support this broad approach, deeming an attempt to influence improperly a future Match as equivalent to an actual breach of Article 2.1.1.

175. Importantly, the first clause of Article 2.1.1 is disjunctive:

    (1) The phrase "*fixing or contriving in any way or otherwise influencing improperly*" is separate from the later phrase "*being a party to any agreement or effort to fix, contrive, or otherwise influence improperly*".

(2) This means that the first part of the offence does not require any pre-existing agreement or forward-looking design; it simply considers whether a Match was influenced improperly.

(3) This undermines Mr Ahmed's position that improper influence must have been contemplated in advance as part of a design in relation to a specific Match.

176. Since improper influence need only be the effect of prior conduct, rather than its intended design, then liability can arise under Article 2.1.1 even if the corrupt conduct was framed in general terms and later materialised within an actual Match.

177. Contrary to the submission of Mr Cukier, Article 2.1 is – as indicated by its heading – concerned with 'Corruption' rather than match-fixing more narrowly.

Practical consequences of Mr Ahmed's contended interpretation

178. The interpretation contended for by Mr Cukier on behalf of Mr Ahmed would severely limit the effectiveness of the Code by creating an obvious loophole. On his analysis:

(1) An individual could agree to influence improperly Matches in a general sense, without naming a specific fixture, and later execute that corrupt influence without violating Article 2.1.1.

(2) A coach or player could accept improper benefits under an open-ended corrupt agreement and only breach Article 2.1.1 if they actively named a Match at the time of the agreement.

179. This would lead to untenable results:

(1) If a corrupt agreement existed where a coach agreed to select players from an agent's stable in exchange for commissions – without specifying particular Matches – it would be illogical to suggest that no offence was committed under Article 2.1.1.

(2) If those players were subsequently selected in Matches pursuant to that agreement, the effect of the arrangement would have been to influence improperly those Matches.

180. The Tribunal tested Mr Cukier's analysis by considering a hypothetical scenario in which a player decided mid-Match to underperform without any prior agreement:

(1) If Mr Ahmed's interpretation were correct, such a scenario would not constitute an offence, since the player's decision to underperform was the result of an immediate spontaneous decision rather than a prior corrupt design in advance.

(2) However, this is plainly contrary to the purpose of the Code, which captures any act that influences improperly a Match, regardless of whether it was premeditated or arose spontaneously.

181. Mr Cukier's response to this was to introduce an attempted distinction between:

(1) An "*upshot*" – which he submitted is not sufficient to engage Article 2.1.1; and

(2) A "*consequence*" of a forward-facing decision – where he concedes liability would arise.

182. The Tribunal finds that this distinction is artificial and unsupported by the actual wording of Article 2.1.1.

183. In determining whether an offence has been committed, the Tribunal is concerned with whether there was (or would have been, had it been carried out successfully) improper influence in relation to any aspect of a Match, not with whether that influence was an "*upshot*" or a "*consequence*".

184. Therefore, improper influence does not need to be the product of a conscious forward-facing decision at the time of the approach – it is sufficient if the conduct ultimately affects a Match.

Precedent – the decision in Zoysa

185. In *Zoysa v SLC* [9 January 2021], an ICC Tribunal addressed a similar issue regarding the scope of match-fixing regulations. The Tribunal in that case (which was chaired by Michael Beloff QC as he then was), considering the ICC Anti-Corruption Code (which is materially similar or identical to the Code for present purposes), held:

(1) At paragraph 11.1: "*Articles 2.1.1 and 2.1.2 containing the phrase 'any International Match' does not require identification of a specific International Match or Matches provided*

that the person charged took, or within the meaning of Article 2.5.1, attempted to take, any step which, had the attempt proceeded, would have culminated in the fixing or improper influencing of an International Match. The reference to 'any International Match' is general. It was not intended to be a loophole through which corruption and improper influence could be enabled."

(2) At paragraph 11.3: "*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 Art 1.2 of the ICC Code. Considering the mischief to which the ICC Code is directed, i.e., corruption (see generally Art 1,) it cannot make any sensible difference from that perspective if someone in Mr Zoysa's position solicits an international player to throw away his wicket in unspecified or specified 'International Matches'*".

(3) At paragraph 11.5: "*The main, if not the sole, use of the references to "any International Match" is to identify the matches over which the ICC has disciplinary jurisdiction (i.e., international ones) as contrasted with those over which a national body has such jurisdiction (i.e., domestic ones) (see ICC Code Note in box under 1.4.3, p.4).*"

186. Mr Cukier sought to distinguish *Zoysa* inter alia on the basis that in that case, the Matches in question were at least part of an identifiable series (e.g., the Sri Lanka-Bangladesh series or the Afghanistan Premier League). He submitted that, in contrast, Mr Ahmed's alleged approach referred merely to "*franchise tournaments*" in general, without any such specificity.

187. Whilst the Tribunal recognises that the factual background in *Zoysa* was different to the present case, the Tribunal does not accept that this leads to any relevant basis for distinguishing *Zoysa*, given the conclusions reached in the decision as cited above. The essence of that decision in relevant part was that a corrupt approach can be directed towards future Matches without the need for precise identification at the time of the approach.

188. The Tribunal considers that *Zoysa* adds further support to (but has been nothing more than additive in reaching) its view that Charges 1-3 do not turn on whether a Match was identified at the time of the alleged approach.

189. In this case, Mr Ahmed's approach, as described by [Witness A], if successful would plainly have resulted in the improper influence of a Match or Matches. The suggestion

was that [Witness A], as a franchise coach, could select players from Mr Ahmed's roster in exchange for a share of the commission. It is immaterial whether the particular Matches in which those players would appear were known at the time. The approach was directed at future Matches in which those players would participate, and this is sufficient to engage Article 2.1.1.

Conclusion

190. For these reasons, the Tribunal determines that:

(1) Article 2.1.1 does not require an approach to be tied to a specific, pre-identified Match at the time it is made.

(2) An agreement or effort to influence improperly Matches falls within Article 2.1.1 even if those Matches are only determined at a later date.

(3) The CR's analysis of the structure of Article 2.1.1 is correct: the first clause does not require an agreement or pre-existing design – it applies where improper influence occurs, even as a consequence of prior conduct.

(4) Accepting Mr Ahmed's interpretation would create a regulatory loophole that is inconsistent with the Code's wording and purpose, as well as (to the extent relevant at all given our substantive determination of this issue) the Tribunal's duty to uphold the integrity of cricket.

191. Accordingly, the Tribunal determines this issue to its comfortable satisfaction in favour of the CR.

192. The alleged corrupt approach, as described by [Witness A], clearly falls within the scope of Article 2.1.1, even though no specific Match was identified or identifiable at the time.

(II) The Scope for a Corrupt Arrangement in Franchise Cricket

(a) The Parties' positions

193. A submission was advanced on Mr Ahmed's behalf that, in summary:

(1) The draft system significantly limits the ability of a head coach to unilaterally determine player selection.

(2) Franchise teams do not have complete discretion in assembling squads, as player availability, salary cap restrictions, and league regulations impose external constraints.

(3) There is no guarantee that any specific players represented by Mr Ahmed would have been available at the time of selection, making it speculative that such an arrangement could be executed in a corrupt manner.

(4) Even if an arrangement had been contemplated, the draft process would have provided a safeguard against improper influence, as team selections are often determined through structured bidding rather than individual discretion.

194. The CR's case on this issue was, in summary, that:

(1) Franchise head coaches wield considerable influence over player selection, particularly in the composition of squads after the draft process.

(2) Even in draft-based tournaments, coaches and team management can determine which players to target, who to select when given multiple options, and which players to retain or drop once a squad has been assembled.

(3) In some leagues, the final team selection is made outside of a strict draft process, meaning that a head coach's recommendations can effectively dictate which players are included.

(4) The fact that Mr Ahmed, as an agent, believed that an approach of this nature could be effective is itself highly probative of its feasibility.

(b) Analysis and Determination

195. The Tribunal finds that franchise cricket structures do allow scope for improper influence over player selection, notwithstanding the existence of draft-based recruitment systems in some tournaments.

196. The Tribunal accepts that a franchise head coach plays a central role in shaping recruitment strategy, including identifying preferred targets in advance of a draft or auction process.

197. While teams may be constrained by salary caps or other regulatory limits, there is substantial discretion in determining how to use available resources and which players to prioritise.

198. The fact that a draft exists does not remove the potential for corruption, as a head coach's preferences and advocacy can dictate who is selected when choices arise.

199. The Tribunal notes that many franchise leagues do not exclusively use a draft system. Some competitions, including those in the USA, allow for direct player recruitment or post-draft adjustments.

200. Even in cases where an initial draft determines a large portion of the squad, coaches may still have influence over final squad composition, player retention, and match-day selections.

201. The evidence of [Witness C], which was unchallenged, confirms that franchise coaches do, in practice, have the ability to shape squad selection.

202. A critical factor is not just whether the corrupt arrangement could work in theory, but whether Mr Ahmed believed it could be carried out. His approach to [Witness A] demonstrates that he understood the process well enough to consider it feasible.

203. The fact that he sought to propose such an arrangement suggests a reasonable basis for believing that [Witness A] could exercise the necessary influence, even if external constraints existed.

204. Accordingly, the Tribunal finds that:

    (1) The structure of franchise tournaments does not preclude the existence of a corrupt arrangement of the type alleged.

    (2) While draft-based systems impose some constraints, there is ample opportunity for coaches to influence selections, both before and after a draft takes place.

    (3) Mr Ahmed's argument that the process was too structured to allow corruption of this nature is rejected. The Tribunal accepts the CR's case that coaches retain substantial discretion, and an agreement of the type proposed by Mr Ahmed was capable of being carried out.

(4) The proposed arrangement was not merely hypothetical or speculative, but was a realistic and actionable attempt to influence improperly player selection in franchise cricket.

H. DECISION ON EACH OF THE CHARGES

(I) Charge 1 - Article 2.1.1: Fixing or improper influence of a Match

205. The Tribunal finds Charge 1 proved.

206. The Tribunal is comfortably satisfied that Mr Ahmed made a corrupt approach to [Witness A] on 5 September 2023, proposing an arrangement whereby [Witness A], as a franchise coach, would select players from Mr Ahmed's roster in return for a share of Mr Ahmed's commission.

207. The Tribunal is comfortably satisfied that the approach made by Mr Ahmed was corrupt, in that it proposed a financial inducement in exchange for improper influence over player selection for franchise Matches. This constitutes an attempt to influence improperly Matches, and therefore falls within Article 2.1.1.

(II) Charge 2 – Article 2.1.3: Offering a bribe or reward

208. The Tribunal finds Charge 2 proved.

209. The Tribunal is comfortably satisfied that:

(1) Mr Ahmed offered a financial benefit to [Witness A] in the form of a share of commission payments in return for [Witness A] selecting players represented by Mr Ahmed.

(2) This constitutes an offer of a benefit to influence improperly the conduct of a Match, as it was designed to override independent selection decisions.

210. Mr Ahmed's approach meets the elements of this offence whether viewed as a direct attempt to influence improperly Matches, or as an offer of an inducement with that effect.

(III) Charge 3 – Article 2.1.4: Inducing a Participant to breach the Code

211. The Tribunal finds Charge 3 proved.

212. The Tribunal is comfortably satisfied that:

(1) Mr Ahmed's approach to [Witness A] constituted an inducement to engage in corrupt conduct, as it invited [Witness A] to select players based on a financial incentive.

(2) [Witness A's] contemporaneous response, in which he immediately reported the approach, confirms that he understood the proposal as an attempt to engage him in improper conduct.

(3) The proposal was not merely exploratory or hypothetical, as Mr Ahmed sought to secure a clear financial arrangement whereby [Witness A] would benefit from commissions tied to player selection.

213. The Tribunal is comfortably satisfied that Mr Ahmed's attempt to persuade [Witness A] to enter into a corrupt arrangement falls within the scope of Article 2.1.4.

(IV) Charge 4 – Article 2.5.1(b): Conduct bringing cricket into disrepute

214. The Tribunal finds Charge 4 proved.

215. The Tribunal is comfortably satisfied that even if Mr Ahmed's approach did not engage Articles 2.1.1–2.1.4, it would nonetheless constitute a serious breach of Article 2.5.1 because:

(1) The very nature of the approach – offering a financial benefit in an attempt to influence improperly player selection – is fundamentally corrosive to the integrity of cricket.

(2) Regardless of whether the approach met the specific elements of the other Charges, it undermined the principles of fairness and selection integrity that are essential to the game.

216. The Tribunal considers this to be a serious breach, given the reputational harm caused by any attempt to introduce corrupt financial incentives into player selection at franchise or any other level.

I. CONCLUSION

217. For the reasons set out above, the Charges are proved to the comfortable satisfaction of the Tribunal.

218. The Tribunal wishes to express its gratitude to both parties and their respective legal representatives for the manner in which this case has been conducted. The submissions, both written and oral, were of a high standard and have been of great assistance in enabling the Tribunal to reach its determination.

219. The Tribunal invites the parties to provide written submissions on sanction within 21 days of the date of this Decision, with provision for a further oral hearing if requested by either or both of the parties.

TIM O'GORMAN
CHRIS TICKLE
MAURICE HOLMES

14 March 2025