



IN THE MATTER OF PROCEEDINGS BROUGHT UNDER THE ENGLAND AND WALES CRICKET BOARD DISCIPLINARY PROCEDURE REGULATIONS

Before:

Christopher Coltart KC (Chair)
William Brown

BETWEEN:

CRICKET REGULATOR

and

MUSTAFA KAMAL

DISCIPLINARY TRIBUNAL DECISION

Note that cross references in square brackets are to page numbers in the final version of the hearing bundle (v3).

INTRODUCTION

1. Mustafa Kamal (**'MK'**) is a Registered Agent, as defined under the Agent Regulations (**'the ARs'**) of the England and Wales Cricket Board (**'ECB'**). He is the owner of (and driving force behind) a cricket agency called Cricfly, through which he places players with clubs of their choice in return for commission.
2. On 4 March 2026, the Cricket Regulator (**'the CR'**) served a letter on MK charging him with misconduct, in relation to his agency dealings with a player called Ali Asfand (**'AA'**). In short summary, the first allegation was that MK had induced AA to breach his contract with another cricket agency, CricX, by

persuading AA to sign for Cricfly and a club introduced by Cricfly, in circumstances where he (MK) had not seen the termination requirements of AA's contract with CricX, which prohibited such a move.

3. This was reflected in Charges 1(a) and (b), as follows:

"Charge 1

- a) *You are charged with a breach of paragraph 7.8(f) of the ARs in that you induced a player, Ali Asfand, to breach the Agreement with CricX by providing advice and a termination notice for Mr Asfand to send to CricX, upon which he relied, in circumstances where you had not seen the termination requirements of the Agreement. This conduct was unethical, does not observe the highest standards of integrity and fair dealing.*
- b) *Further, the conduct outlined in 1(a) above, breaches paragraph 7.8(g) in that as a Registered Agent the conduct in question brings the game of cricket into disrepute.¹*

4. In addition, it was alleged by the CR that MK had subsequently written a misleading email to the ECB suggesting that AA had been lawfully entitled to move to the club introduced by Cricfly, in circumstances where MK did not know the terms of AA's termination clause with CricX and where any required notice period had not expired, even on MK's own calculation.

5. This was reflected in Charges 2(a) and (b):

"Charge 2

- a) *You are charged with a breach of paragraph 7.8(f) of the ARs in that you provided misleading information to the ECB on 5 November 2025 by stating that the notice period for termination of the Agreement that Mr Asfand had with CricX had passed, in circumstances where (a) you did not know the terms*

¹ This was how the charges ultimately appeared. They went through some minor amendments of form (not substance) from how they appeared in the original charge letter of 4 March 2026.

of the termination notice clause; (b) the notice period on your own interpretation of a 30 day period had not passed. This conduct was unethical, does not observe the highest standards of integrity and fair dealing.

b) Further the conduct outlined in 2(a) above breaches paragraph 7.8(g) in that as a Registered Agent the conduct in question brings the game of cricket into disrepute.”

6. The burden of proving the charges falls on the CR. The required standard to which it must be proved is on a balance of probabilities. In applying that test, the observations of the House of Lords in Re B (Children) [2008] UKHL 35 should be borne in mind, namely that dishonesty or a lack of integrity on the part of a regulated professional is inherently less likely than error and so requires evidence of commensurate cogency in order to be proved.
7. MK denied the charges. The CR did not view the case as being suitable for the Summary Procedure under the ECB's Disciplinary Procedure Regulations ('DPRs') and so a Disciplinary Tribunal ('**the Tribunal**') was convened, consisting of Christopher Coltart KC (Chair) and Mr William Brown.
8. The parties served witness statements, exhibits and written submissions in support of their cases and the hearing took place remotely on Tuesday, 28 July 2026. Both parties were represented by counsel: Robert Cumming for the CR and Ahmed Elhusseiny for MK. We are extremely grateful to them for their careful preparation of the case and skilful presentation of the issues. Whilst we do not reference all the points made by counsel, we have carefully considered all of the material put before us.
9. This reserved judgment represents the unanimous decision of the Tribunal.

THE FACTS

10. The essential chronology of events is not in dispute. In so far as relevant, it is summarised below.
11. On the 14 January 2025, AA signed a contract with CricX, appointing them as his agent (**'the CricX Contract'**) [75]. This contained an exclusivity clause, preventing AA from having dealings with any other agent for a period of two years from the date of signing. Thereafter, the CricX Contract was terminable on 30 days' notice given by either party.
12. On 11 September 2025, CricX offered AA a deal it was lining up with Thongsbridge Cricket Club (**'TCC'**) in Yorkshire. A few days later, on 22 September 2025, before AA had accepted the offer from TCC, Cricfly sent him a message via Instagram inviting him to consider signing with them. MK's evidence (not disputed) was that this was a standard mailshot sent to all prospective clients.
13. This led to a phone conversation on 2 October 2025 between MK and AA (as evidenced by WhatsApp records produced by MK) about a possible offer from Epping CC (**'ECC'**). Following this, AA messaged CricX to record the fact of the ECC offer. CricX informed him that he was not permitted under the terms of their arrangement to entertain that approach. AA responded with a thumbs up emoji [172(a)].
14. Notwithstanding this instruction from CricX, there were further WhatsApp exchanges between AA and MK on 6 October 2025, comprising voice notes (in Urdu) and written messages (in English) [140-145]. The voices notes were not transcribed and/or translated by the CR but in the written messages, AA asked for more details of the ECC offer, so that he could discuss them with his coach. These were provided, following which AA described the ECC offer as *'really exciting'*. He subsequently instructed MK to 'seal' the deal [98; 142].



15. Following further voice notes on 6 October 2025, MK sent a message to AA saying ‘Congrats’ and a document entitled ‘a Notice of Termination for exclusivity agreement’ (**‘the NoT’**) [120]. This would suggest that the offer from ECC was accepted by AA in principle that day, although the contract was not signed until later (albeit some time before 15 October 2025, see below).
16. AA signed the NoT on 6 October 2026 [120; 140-145] but did not immediately send it to CricX.
17. On 10 October 2026, MK messaged AA asking him to sign ‘the contract’ [146]. In evidence, MK confirmed that this was the contract with ECC.
18. It is clear from a further exchange on 11 October 2025 that (i) AA was keen to sign with Cricfly and ECC but (ii) he was concerned about the ramifications with CricX of doing so [146-148]:

MK to AA: Thanks bro just sign the agreement when you can

AA to MK: I don't have any problem with the contract I am 110% sure I will coming to you but main thing is that I don't know much about agency's so I don't want to be in trouble in future if cricx report me what would I do I am just sorting that kind of things.

MK to AA: Brother you won't be in trouble. We have that sorted. We have sent you a notice of termination for cric x so send them that.

AA to MK: Yes okay I have called Hamad bhai [an individual who works with MK at Cricfly] now im mentally clear now jist tell me where I have to sign.

Now

MK to AA: Its sent to your email

AA to MK: OK

Bro don't post it now post it after one or two months plz thanks

MK to AA: I know bro

We know how it works rest assured

You are dealing with cricfly our agency which is ECB registered

19. On 15 October 2025, AA sent the NoT to CricX [123], which refused to accept it as there were no grounds for termination and CricX was in the process of finalising terms with TCC, which included accommodation. CricX also pointed out that AA was already in breach of contract simply by having approached another agent (thought to be someone by the name of Abid Riaz, which is denied by AA). CricX threatened legal action if AA continued down this path. AA replied to CricX thanking them for their efforts but stating that he did not want to be contracted to any agency at the present time [151-159].
20. AA forwarded the written messages from CricX to MK, which were interspersed with voice note messages from MK to AA. AA told MK that he had fulfilled his responsibility to CricX by thanking them and saying goodbye and that it was now down to MK to progress matters. MK reassured AA that CricX threaten people with legal action, but that AA was covered by having sent them the NoT [151-160].
21. On 5 November 2025, MK emailed the ECB stating that AA's contract with CricX had been terminated lawfully and that he was now with Cricfly. This is considered further in relation to Charge 2 below.
22. On 6 November 2025, Cricfly posted the fact of AA's contract with ECC on Instagram [69].

MK INTERVIEW

23. Both sides relied on the transcript of an interview with MK on 13 February 2026 [85]. In summary, the account given by MK was as follows:

- He was originally from Afghanistan and came to the UK with his parents in 2007.
- He studied law at university and was now a paralegal working on the Post Office inquiry.
- Cricfly was a business which he ran on the side.
- MK's first contact with AA was via Instagram, following which they switched to Whatapp [95-7].
- In relation to the exclusivity issue, MK did not know exactly what AA's contract with CricX said, as AA did not send him the contract, despite MK having asked for it [99; 112-3]. However, in Cricfly's contracts with its players, the exclusivity agreement is subject to 30 days' notice, after which the player is free to move [99].
- AA's English is poor so MK helped draft the NoT [105].
- AA only signed with Cricfly on 6 November 2025 [106] (although he later suggested that this was finalised by 15 October 2025).
- In relation to the fact that it was less than 30 days between AA serving the NoT on CricX on 15 October 2025 and AA signing with Cricfly (and presumably ECC too) on 6 November 2025, MK said that he had sent AA the termination notice well before 15 October 2025 but it may be that this is when AA sent it on to CricX [106-7]. MK accepted that it is the 15 October date which is the critical one from the 30-day perspective.
- MK knew that AA was with CricX from the outset of their dealings but was not sure that AA had an exclusivity clause, as he thought the AA/ CricX contract had started in 2023 and so might be over by the time of his dealings with AA [109-111].

- In response to the suggestion that he (MK) should have found out the terms of the AA/ CricX arrangement, MK said he had tried but that AA had not been very forthcoming. MK had not even known at first that AA had an offer from another club [112].
- MK's understanding that 30 days is a standard notice period for cricket agency contracts came from talking to other agencies [116].
- He didn't think that his own earlier contract with CricX had had an exclusivity clause [116].
- On being asked what he thought of AA's request not to post anything for a while after the ECC contract had been signed, MK said that AA perhaps thought that it was better to wait two months rather than just the 30 days [117].
- MK confirmed that he had not given AA any financial inducements to join Cricfly [118].
- MK hadn't known the contents of AA's contract with CricX and it was not his intention to breach it [119].

OTHER EVIDENCE ADDUCED BY THE PARTIES

24. The CR relied on a witness statement from Daniel Hancock of CricX, who refused to attend the hearing and be cross examined. His evidence was primarily limited to producing documentary exhibits, although he did opine that it is common knowledge in the industry that CricX players are exclusively contracted and that MK would have known this. MK was largely able to disprove this assertion through other evidence, such as the CricX profile for a player called Virat Singh, who had a non-exclusive contract with them [136]. Even without this, we would have given Mr Hancock's evidence little weight, given the speculative and hearsay nature of it.

25. The CR relied also on further a witness statement from its investigator, David Reid, who again largely produced documentary exhibits and was not required to attend for cross examination.
26. For his part, MK relied on his formal response to the Charge Letter dated 15 April 2026 [127]. In essence, his account in that letter was similar to that given in interview.
27. MK also made a witness statement [124] and gave evidence before the Tribunal. He was cross examined by Mr Cumming, who later described him (not unfairly) as a combative and evasive witness. In our own assessment, we have been cautious in placing reliance on MK's evidence unless it is corroborated elsewhere.
28. MK's account in evidence remained broadly consistent with that previously given, albeit that the following matters were further emphasised:
- When MK first spoke to AA, he (AA) was already unhappy with CricX as they were not securing satisfactory offers for him. He wanted therefore to be represented by someone else. This was AA's own decision and not something that MK encouraged.
 - AA had told MK that, as far as he understood the position, he (AA) had signed with CricX in or around January 2023 and that his exclusivity arrangement had therefore expired in January 2025.
 - MK thought that AA was a free agent when he first spoke to him. However, as MK knew that some contracts rolled on beyond the end of any exclusivity period, MK had sent AA the NoT as a precaution, in case AA still had obligations to a third party.
 - At the time, Cricfly was a young business and MK was inexperienced. The company is now more thorough with its due diligence.

- MK could not say why AA wanted him to delay posting news of the ECC signing and denied knowingly poaching AA from CricX.
 - MK was surprised by the messages AA forwarded to him from CricX on 15 October, objecting to the NoT [155-6] as by then AA had signed with ECC and the visa work was being completed.
 - In the end, MK had acted on the information which AA provided him. MK denied inducing AA to breach his contract with CricX or that AA had done so in reliance on MK's advice and assistance.
29. MK also relied on a witness statement and oral evidence from AA. AA's spoken English is of a variable standard. An interpreter had been booked for him but was not available at the time when AA came to give his account. AA was content to go ahead without her, a course of action to which MK and his representatives agreed.
30. This made AA's oral evidence at times difficult to follow but we were able to get the gist of it. We are confident that AA gave his account honestly and was doing his best to assist the Tribunal. In summary, that account (taken collectively from his witness statement and his evidence to the Tribunal) was as follows:
- AA had previously had dealings with Daniel Hancock ('DH') in or around January 2023 before DH was with CricX. AA believed that any exclusivity arrangements had expired in or around January 2025.
 - In relation to his further dealings with DH and/or CricX, he had received a text from DH which ultimately resulted in AA being sent the CricX Contract dated 14 January 2025. This arrived by WhatsApp and AA just clicked on the link and signed it. AA had not read the terms of it and they were not explained to him. AA thought it was a deal for one season

only, running from April to September 2025. He did not understand it to be an exclusive arrangement.

- AA was dissatisfied with the offers being secured by CricX and was keen to explore new opportunities. He explained this to MK and told him also that any exclusivity arrangement had expired in January 2025.
- AA did not provide a copy of the CricX Contract to MK because he (AA) did not have it to hand (although in cross examination he said that MK had never asked for it).
- As far as AA was concerned, MK and Cricfly relied on the information which he gave them. AA made his own decision on which agency should represent him, and he was not pressurised or influenced by MK to breach his contract with CricX or to join Cricfly.
- AA thought that he must have told MK about the adverse reaction from CricX on 2 October 2025 when AA had first mentioned to them the possibility of signing with a different club. However, this was AA's first visit to the UK, and he found the agency position confusing.
- AA was worried about being in trouble with CricX but his friends had told him he would be covered if he served a NoT. He therefore asked MK for assistance with that task.

ANALYSIS AND CONCLUSIONS IN RELATION TO CHARGE 1(a)

31. As made clear in the body of the charge itself, there are two factual elements that must be proved by the CR:
- i) that MK induced AA to breach the CricX Contract by providing advice and the NoT for him to send to CricX; and
 - ii) that MK had relied on these matters in deciding to breach the contract.

32. In relation to the first of these matters, the parties provided detailed and sophisticated submissions on the proper meaning of inducement, the state of mind which must be proved and the extent to which elements of the corresponding tort must be established.
33. Against a different evidential backdrop, it would have been necessary to resolve these issues. In the end, however, there is no need because the CR has failed to prove the second essential element of the charge, namely reliance.
34. The CR's case in relation to this issue, as set out in Charge 1(a) was that AA relied on the assistance he received from MK and also on the fact that MK had drafted the NoT.
35. This second point can swiftly be dispatched. AA's evidence was that it was his friends who advised him to serve a NoT to extricate himself from his arrangements with CricX and that MK had simply facilitated that action. As Mr Elhusseiny correctly observed in submissions, this is insufficient to establish reliance by AA on MK.
36. In relation to the wider issue of assistance or advice offered by MK, the high point of the CR's case is the exchange of WhatsApp messages between MK and AA on 11 October 2025, in which AA expressed his concerns about being in trouble with CricX and MK assured him that he will be fine if he sends them the NoT [146-8]. Given that AA shortly thereafter terminated his contract with CricX, this might suggest some reliance by AA on the reassurance which MK had provided.
37. This evidence has to be weighed in the balance, however, with the wider evidence given by AA. He was clear that he was keen to move away from CricX before he was contacted by Cricfly on 22 September 2025. He was attracted by the deal on offer from ECC, which he described as '*really exciting*'

in his WhatsApp message on 6 October 2025 [142] and which he told MK to seal for him [98;142].

38. He also stated in the WhatsApp exchange with MK on 11 October 2025 that he was '110% sure' that he would be signing with Cricfly. As Mr Elhusseiny pointed out in submissions, this is consistent with someone who has resolved on a course of action but is seeking limited reassurance before taking the plunge.
39. It is clear also that MK relied on advice given to him by friends and (it seems) by his coach as well.
40. The overall effect of AA's evidence therefore was that the decision to sign with Cricfly and ECC was made independently by him, rather than in reliance on anything said or done by MK. Although Mr Cumming sought gamely to undermine this account in cross examination, notably by posing hypothetical scenarios as to what AA might have done differently if better informed by MK, the essence of AA's account remained intact.
41. The CR has therefore failed to prove the issue of reliance and Charge 1(a) fails.

CHARGE 1(b)

42. Charge 1(b) is framed in the same terms as 1(a), save that it characterises MK's alleged misconduct as having brought the game of cricket into disrepute. It relies, however, on the same essential elements as Charge 1(a). As these have not been proved, Charge 1(b) also fails.

CHARGE 2

43. This allegation arises out of an email sent by MK to the ECB on 5 November 2025, which was in the following terms:

"Dear Sir/Madam,



I hope this message finds you well.

I am writing on behalf of Cricfly Ltd. to formally notify you of a matter concerning Mr.

Ali Asfand, who has recently signed a contract with an Essex club through our agency. Prior to joining Cricfly Ltd., Mr. Asfand was under a representation agreement with another agency, CricX. Mr. Asfand duly issued a written notice of termination to that agency, and the notice period concluded in full before he entered into any agreement with Cricfly Ltd. Following this, he lawfully signed with us and subsequently entered into a contract with his club.

Since the completion of these agreements, the former agency cricx has made a series of complaints and threats of legal action toward Mr. Asfand, as well as attempts to pressure him into re-engaging with them. We are concerned about the effect this may have on the player's welfare and ability to focus on his professional commitments.

We are bringing this to the attention of the League and the ECB in the interest of transparency and to ensure the player's protection and well-being. Cricfly Ltd. is confident that all contractual procedures were handled correctly and that Mr. Asfand was under no binding obligations at the time of signing.

We kindly request that this matter be noted in case any contact or complaints are received from the former agency.

Thank you for your attention and cooperation.

Kind regards,

Mustafa Kamal

Managing Director

Cricfly Ltd.

Email: cricflyagency@gmail.com"

44. It is common ground that this email contained material inaccuracies in that:

- i) the notice period with CricX had not concluded in full before AA signed with Cricfly, even on MK's own calculation;

- ii) AA had not lawfully signed with Cricfly before signing with ECC;
 - iii) the contractual procedures were not all handled correctly; and
 - iv) AA remained under a binding obligation to CricX at the time of signing with Cricfly.
45. On the wording of Charge 2, the case advanced by the CR was effectively one of recklessness. In cross examination, Mr Cumming went further and suggested that MK had deliberately misled the ECB.
46. MK accepts that the ECB was misled by the email but asserts that this was the result of innocent mistake or error of judgment, rather than anything more sinister. He further submits that this cannot amount to a regulatory breach. In order to prove misconduct, he submits, the CR would instead need to establish dishonesty, recklessness or conduct falling seriously below the standards of integrity and fair dealing expected of an ECB registered agent.

ANALYSIS AND CONCLUSIONS IN RELATION TO CHARGE 2(a)

47. The first issue for resolution is what is required for the CR to prove that MK acted unethically and in a way which failed to meet the highest standards of integrity or fair dealing.
48. In submissions, Mr Cumming understandably emphasised the requirement for the 'highest standards' to be maintained by agents, concluding that even careless conduct might be enough for the test in Regulation 7.8(f) to be met.
49. We disagree. Whilst the phrase 'highest standards' is an important part of the test; the CR must still prove that the respondent acted unethically and with a lack of integrity and fair dealing. In our view, each of these elements denotes some form of reprehensible conduct going beyond mere negligence.
50. Dishonesty would clearly meet the test. Recklessness would in our view also be sufficient. This is defined as the appreciation of a risk that a certain

outcome will occur if a course of conduct is adopted and yet unreasonably taking that risk in any event. What is unreasonable will depend on all the circumstances, including the extent of the risk and the severity of the consequences.

51. In order to establish whether MK acted dishonestly or recklessly in the present case, it is necessary to consider in some detail the evidence which supports or undermines his case.
52. In interview, MK intimated at different times that (a) AA had signed with ECC and Cricfly on or about 15 October 2025 [102-3; 159-162], or alternatively (b) that this did not happen until 6 November 2025 [97; 106]. This latter account was always fraught with difficulties. For the following reasons, the evidence firmly points towards AA's contract with ECC being signed by 15 October 2025 at the latest:
 - i) By that date, ECC had signed a document entitled 'Contract: Heads of Terms' in relation to AA playing for them, which further indicated that he was represented by Cricfly [155].
 - ii) The WhatsApp messages passing between AA and MK on 11 October 2025 are consistent with the ECC contract being signed on or about that time (see above).
 - iii) If AA signed mid-October 2025 but this was not posted on CricFly's Instagram post until 6 November 2025, that would have been consistent with AA's request for a delay in publication.
 - iv) In his email to the ECB of 5 November 2025, MK stated that AA had 'recently' signed for CricFly and ECC, so this must by definition have been before 6 November 2025.
53. In evidence, MK's position was clearer, accepting that it was likely that the ECC contract had indeed been signed on or before 15 October 2025, not least

because work on AA's visa application had begun on 13 October 2025 (per the screenshots of his police clearance certificate and passport at [149-150]).

54. This is important. If AA signed with Cricfly on or prior to 15 October 2025, this was before the NoT had even been served. Under no circumstances could that have been a lawful arrangement, as subsequently represented to the ECB, nor could it be said that the notice period had expired in full before AA signed with Cricfly.
55. It was further suggested in MK's written submissions that he had erroneously understood that, for the purpose of giving notice, time ran from the date that AA signed the NoT (i.e. 6 October 2025) and not from the date that it was served (15 October 2025). As a result, MK genuinely (if mistakenly) believed that the notice period had expired when he emailed the ECB on 5 November 2025.
56. We reject this account. As a matter of common sense, such a notice can only be effective when received by the counterparty. As a law graduate, this must have been obvious to MK. The evidence on this point is against him too. In interview, he said that as soon as he understood that AA had an exclusivity arrangement with CricX, he sent AA the NoT and told him to serve it on CricX [107]. There would have been no need to do so if signature was sufficient. The same point arises in relation to his exhortation to AA on 11 October 2025 to serve the notice on CricX [147]. Finally, and conclusively, when it was put to MK in interview that the NoT would only be effective once received by CricX, MK agreed this to be the case [108-109].
57. MK's variable account of events and the difficulty posed by the chronology set out above, give rise to serious concerns that MK deliberately and dishonestly misled the ECB. Ultimately, however, and not without hesitation, we decline to make that finding. This is partly because dishonesty was not pleaded, which it should have been if it was to be alleged, but also because the evidential picture is not as clear as it might have been. For example, the CR might have

examined the voice notes on MK's phone, obtained a copy of AA's contract with Cricfly or contacted ECC for a copy of his contract with them. These steps were not however taken.

58. This still leaves the question of whether MK acted recklessly. In seeking to refute this suggestion, MK relies on the following matters:
- i) he sought to obtain the CricX Contract from AA but was not provided with it;
 - ii) he was entitled to rely on AA's initial instructions that he was a free agent; and
 - iii) he was entitled to rely also on industry norms as regards notice provision.
59. We are unpersuaded by these submissions. By reference to the test for recklessness, the first issue is whether MK knew there was a risk that his email was misleading. Given the way in which events had unfolded, as set out above, it is inconceivable that he did not.
60. The second issue is whether it was unreasonable for MK to take that risk. In our view, it plainly was. Even if MK did ask AA for a copy of the CricX Contract (AA said in evidence that he had not) MK should have pressed AA for it if it was not initially forthcoming. If AA had still failed to produce it, MK should have taken steps to verify the position independently, for example by contacting CricX. This was particularly so when it must have been clear to MK, as it was to us, that AA has a very poor grasp of his contractual arrangements.
61. There were warning signs also that MK chose to ignore, such as AA's anxiety as to what action CricX might take, the messages from CricX to AA threatening legal action which were forwarded to MK and AA's request that publication of the ECC deal be postponed for some time after that contract had been signed. Any reasonable agent in this situation would have made doubly sure that there

was no contractual impediment to AA signing with Cricfly and ECC. MK did nothing, however, simply pressing on and making assumptions about the contractual arrangements. This was inappropriate and comprehensively failed to meet the standards required of him. It was equally inappropriate for him then to email his regulator in the terms that he did.

62. We find therefore that MK acted recklessly. For the reasons previously given, this is sufficient for him to have acted unethically and not in accordance with the highest standards of integrity and fair dealing. Charge 2(a) is therefore proved.

ANALYSIS AND CONCLUSIONS IN RELATION TO CHARGE 2(B)

63. Charge 2(b) rests on the same facts but engages a different legal test under Regulation 7.8(g), namely whether MK's conduct brought the game of cricket into disrepute.
64. The CR made no submissions on what kind of conduct meets this test, but our instinctive view is that it is of wider application than Regulation 7.8(f). In other words, whilst an agent may be in breach of Regulation 7.8(f) by acting unethically in an individual case, it does not automatically follow that he has also brought the game into disrepute. That would appear to require something more, for example bringing matters into the public consciousness and giving the game a bad name as a whole.
65. In any event, without further guidance on the test, we are not willing to find that MK's actions were sufficient for Charge 2(b) to be proved. It is therefore dismissed. In terms of sanction, we doubt that it would have made a material difference to the outcome anyway.

SANCTION

66. If all charges had been proved, the CR was seeking MK's suspension for a period of at least 6 months.

67. We pass no view as to whether that would have been appropriate, other than to observe that poaching clients from other Registered Agents is a serious matter. The fact is, however, that only Charge 2(a) has been proved and so it is on this basis that sanction falls to be imposed.
68. In considering the appropriate outcome, we have identified no aggravating factors over and above the seriousness of the conduct itself.
69. In terms of mitigation, we bear in mind our finding that MK acted recklessly rather than dishonestly and take account also of the following relevant factors:
- i) MK's age and relative inexperience;
 - ii) his previous good character;
 - iii) the efforts which he has since made to improve the due diligence process at Cricfly; and
 - iv) his voluntary attendance at interview and co-operation with the investigation.
70. We have given serious thought as to whether a reprimand alone would suffice in those circumstances. In the end, we have decided that it would not. It is important that Registered Agents take care to ensure that their communications with the ECB are transparent and accurate. Recklessly falling short of that duty requires corresponding punishment.
71. Taking all matters into account, we direct therefore that MK be reprimanded and fined in the sum of £500 (payable within 28 days).

COSTS

72. The issue of costs is governed by paragraph 9.7 of the DPRs, which reads as follows:

“The Disciplinary Tribunal may require the Respondent or the Cricket Regulator to pay the reasonable costs or expenses incurred by the other party in connection with the Disciplinary Hearing and/or the costs incurred by the Disciplinary Tribunal where such costs have been incurred due to unreasonable conduct on the part of the Respondent or the Cricket Regulator.”

73. Whilst aspects of the case might have been investigated more thoroughly by the CR, and whilst the manner in which MK gave evidence was at times less than helpful, we do not think it can sensibly be said that either party has behaved unreasonably. We therefore make no order as to costs.

SUMMARY OF OUTCOME

74. The decision of the Tribunal is therefore as follows:
- i) Charges 1(a), 1(b) and 2(b) are dismissed.
 - ii) Charge 2(a) is proved.
 - iii) MK is to be reprimanded and fined £500 (payable within 28 days).
 - iv) There will be no order as to costs.

PUBLICATION

75. By virtue of Regulation 12.4 of the DRs, judgments of Disciplinary Tribunals will ordinarily be published online in full by the CR unless the Tribunal considers there to be a reason not to adopt that course of action in any given case.
76. Our provisional view is that there is no such reason in this case. Nonetheless, if MK wishes to make submissions to the contrary, he may do so within the next 7 days, following which the CR will be given an opportunity to respond.



Cricket
Discipline
Panel

APPEAL

77. Either MK or the CR may appeal against this decision pursuant to the appeals procedure detailed in Regulation 11 of the DPRs. Any notice of appeal must be lodged within 10 Working Days of the date of this decision (as defined in the DRs).

A handwritten signature in blue ink, appearing to read 'Chris Coltart'.

Christopher Coltart KC

For and on behalf of the Disciplinary Tribunal

London, UK

12 August 2026