**T20 MUMBAI LEAGUE 2019 LEAGUE RULES** 

Effective from 1 May 2019

#### A. THE LEAGUE

## 1 The League

The League shall be a Twenty20 cricket competition featuring teams comprising players registered with the MCA. In the 2019 Edition there are anticipated to be eight Teams and the number of teams may be increased for subsequent Editions by the MCA and the League Organiser. The participation in or other involvement with the League by any Relevant Person is, and is deemed to constitute, an acceptance by each Relevant Person of an agreement with, and obligation owed to, the MCA and separately to the League Organiser to be bound by, comply with and subject to:

- (a) the Regulations (insofar as any Regulations apply to such Relevant Person);
- (b) the Laws of Cricket, each relevant Player Contract (insofar as such Player Contract imposes any obligation on any Relevant Person); and
- (c) the jurisdiction of the MCA in connection therewith.

## 2 League Format

- 2.1 The format for the League shall be determined by MCA in consultation with the League Organiser.
- 2.2 There shall be no promotion to or relegation from the League.

# 3 Laws of Cricket

All Matches shall be played in accordance with the Regulations and the Laws of Cricket and shall be conducted with the sanction of the Board of Control for Cricket in India.

#### 4 Season Duration

The MCA shall, in consultation with the League Organiser, decide the start date and duration of each Season. It is anticipated (but not guaranteed) that the League shall take place during May 2019.

## 5 **League Management**

- 5.1 Subject as set out in the Regulations and as otherwise agreed between the MCA and the League Organiser, the operations of the League shall be organised by the League Organiser under the sanction of MCA.
- 5.2 Matches shall take place at such Stadium and on such date and at such time as are set out in the Fixture List. The League Organiser shall draw up the Fixture List for each Season, and the copyright and all other proprietary rights in the Fixture List and any draft thereof shall be and remain vested entirely in the MCA.

- 5.3 The League Organiser may at its discretion amend the Fixture List where necessary from time to time (whether for reasons such as security or otherwise) including, without limitation, directing that Matches are played on the same date and at the same time as other Matches to ensure that League integrity is preserved.
- 5.4 Any disputes relating to the relevant Stadium, the time or date of any Match shall be determined by MCA.

# 6 Match Postponement/Abandonment

- 6.1 If a Match cannot happen as scheduled for any reason then the League Organiser shall, in consultation with the MCA, decide whether, and, if so, when and where it can be played.
- 6.2 The Match Officials for each Match shall check whether the ground and pitch are fit for play and are otherwise in accordance with any applicable Regulations and the Laws of Cricket. If a ground and/or pitch is not fit for play, the Match Officials may refuse to allow a Match to be played on such ground.
- 6.3 If any relevant Stadium is or may not be fit for play for any reason, the relevant Match Officials shall be requested to inspect the ground as soon as possible and if they believe the ground is unfit for play and the Match cannot start at the scheduled time then they shall notify each Team due to play in such Match, MCA, the League Organiser and the media in each case as soon as practicable.
- 6.4 The Match Officials shall decide whether or not a Match should be abandoned. If it is abandoned the Match Playing Conditions and the Laws of Cricket shall be applied to determine if a result can be decided. The Match Officials' decision in this regard shall be final and binding.

# **7** Objections to Results

- 7.1 If any Team Operator wishes to raise any objection about any of its Matches it shall notify the League Organiser (with a simultaneous copy to MCA and to the opposing Team Operator) within 24 hours of the end of the Match setting out full details of its objections.
- 7.2 MCA will hear and decide upon any such objections pursuant to the provisions of Section E. MCA may decline to consider any matter not stated in the grounds supplied under paragraph 7.1 above. No Team Operator may object to a Match result citing any decision made by any Match Official.

## 8 Trophy

A trophy shall be awarded to the winner of the Final.

# 9 Prize Money

The winner of the Final shall be entitled to be paid prize money of Rs 1 crore and the Team which is runner up shall be paid Rs 50 lakhs.

## 10 Suspensions

Any person who is suspended in any way from playing by MCA, BCCI and/or any ICC Member Authority shall not be allowed to participate in any way in the League (as a Player, Team or Match Official) without the express written permission of MCA.

# 11 Equipment

The balls to be used in Matches shall be as supplied by the League Organiser before the start of the Match.

## 12 Regulations

Each Relevant Person acknowledges and agrees that:

- (a) MCA and/or the League Organiser may adopt certain rules or regulations published by either the ICC, BCCI or MCA in relation to the League and interpret the same in such manner as is necessary in relation to the League; and
- (b) it shall be bound by any such Regulations including any such interpretation.

#### B. TEAM OPERATOR OBLIGATIONS

# 1 Team Officials/Team Owners

- 1.1 At least 5 days before the start of each Edition, each Team Operator shall provide the League Organiser with a list of all the Team Officials who will represent it during the upcoming Edition and confirmation of its Team Owners.
- 1.2 Each Team Operator shall ensure that its Team Officials and Team Owners:
  - (a) comply with all applicable provisions of the Regulations, including the Anti-Corruption Code, throughout the Season; and
  - (b) attend a pre-Season anti-corruption briefing and any other pre-Edition briefings and, if requested, confirm in writing that they have done so.
- 1.3 Within 2 Working Days of the appointment or removal of any Team Official or any change in its Team Owners which occurs during any Season, the Team Operator shall provide full written details to the League Organiser and shall ensure that any newly appointed Team Official and new Team Owners attend an anti-corruption briefing and any other briefings requested by the League Organiser as soon as practicable.

# 2 Match Related Obligations

- 2.1 Each Team shall play its full strength side in all Matches unless a reason is given otherwise which, in MCA's opinion is reasonable and satisfactory, failing which MCA shall be entitled to lodge a Complaint under Section E.
- 2.2 Each Team Operator shall ensure that:
  - (a) all relevant Team Members and Team Officials are at the Stadium at which a Match is to be played in good time before the scheduled start time as shown in the Fixture List;
  - (b) its Team is ready to take the field as and when directed by the Umpire;
  - (c) its Team shall compete to the best of its ability in each of its Matches; and
  - (d) its Team and Team Officials take all necessary action to ensure that its Matches finish within the time limits set out in the Match Playing Conditions (including as regards over rate).
- 2.3 To assist Teams they are reminded that paragraph 1 of Appendix 2 of the Code of Conduct for Players and Team Officials provides as follows:

"The minimum over rate to be achieved by the fielding Team in Matches shall be as prescribed in the Match Playing Conditions and is **14.11 overs per hour** such that, in uninterrupted and un-delayed Matches, the 20th over commences within 1 hour and 30 minutes (including time-outs) of the start of the innings ("Minimum Over Rate")."

- 2.4 Each Team Operator acknowledges that a late start may have contractual consequences for the League Organiser in relation to its broadcasters. If a Team Operator or its Team or Team Officials is/are to blame for the late start of any Match, then the League Organiser may bring a Complaint without prejudice to any liability of such Team Operator under the indemnity referred to in paragraph 8 of this Section B.
- 2.5 Any Team Operator refusing or failing (other than due to an Event of Force Majeure affecting that Team Operator) to play and/or and complete a Match in accordance the Fixture List shall be guilty of misconduct and, in such circumstances, MCA shall decide at its discretion whether such Team Operator shall forfeit any such Match.
- 2.6 No Team (or any other cricket team representing the Team Operator) shall at any time, play any cricket match (including without limitation a practice match or friendly match) other than a Match (whether during the Season or otherwise), without the concerned Team Operator receiving the prior written approval of MCA. Such written approval, if given, will specify the terms under which such a match may be organised.

# 3 Regulations

- 3.1 Each Team Operator shall ensure that:
  - (a) all obligations contained in the Regulations applicable to any Players, Team Owners and Team Officials are communicated to them; and
  - (b) each of its Team Owners, Team Officials and Players comply with the Regulations insofar as they relate to them including without limitation the Anti-Corruption Code.

# 4 Staff

Team Operators shall use best endeavours to ensure that all coaching, medical and support staff are competent and fit and proper persons.

# 5 **Kit**

- 5.1 Each Team Operator shall be obliged to obtain the League Organiser's written approval for its Team kit and shall apply for it (including full details of the proposed kit) by such date as is specified by the League Organiser. Once approved no changes may be made to the kit without the League Organiser's written approval.
- 5.2 League Organiser approval of a Team Operator's team kit may be withheld if:

- (a) all or any part of it contains material that is offensive or should not be permitted to be used in any Match; or
- (b) the team kit fails, in any way, to comply with any applicable Regulations.

## 5.3 Each Team Operator shall ensure that:

- (a) its Team's playing kit is, during each Match, as approved by the League Organiser and if a Player's kit is damaged during a Match then it shall be immediately replaced with an undamaged similar item;
- (b) none of its Players shall wear any clothing, hat, shoes or protective equipment at any Match or during any pre, during or post-Match related activity unless it complies with the applicable Regulations; and
- (c) all of its Players are available for kit and equipment checks before a Match and at any other time on any Match day as reasonably required by the League Organiser and/or any Match Official.

# 6 League Title

Each Team Operator shall ensure that:

- (a) whenever it refers to the League in any advertising, promotional or other public materials of any kind it shall use the League Title and (if there is one) the Composite Logo. In the absence of such Composite Logo the official League name/logo as supplied by the League Organiser shall be used in accordance with any applicable Regulations which relate to such usage; and
- (b) the League Title and Composite Logo (or, in the absence of such Composite Logo, the official League name/logo) shall be featured in a prominent position on all of the above-mentioned advertising, promotional or other public materials and shall be at least 25% of the size of the largest of any other name and/or logo appearing on such materials.

### 7 Insurance

Each Team Operator shall take out and maintain such policies of insurance and on such terms as the League Organiser requires from time to time.

# 8 Opening Ceremony/Event

The League Organiser may (but is not obliged to) organise a ceremony of any kind to mark the opening and/or closing of the League and each Team Operator shall cooperate with and lend the League Organiser such assistance as may be required in connection with it, including by making all of its Players available to attend the same.

## 9 **Indemnity**

Each Team Operator shall indemnify the League Organiser and MCA (together with their respective officers, employees, agents and contractors) and hold them harmless from

and against any and all costs, damages, losses, expenses, actions and/or claims of whatever nature wherever incurred (including but not limited to claims for loss of profit or income and professional fees) which may be suffered or incurred by or brought against the League Organiser and/or MCA (or any such officers, employees, agents and contractors) by any Person which results, directly or indirectly, from any action or omission on the part of any Team Operator or any such Team Operator's Players, Team Officials or Team Owners, including without limitation any failure to comply with its/their obligations under the Regulations (whether wilfully, negligently or otherwise howsoever) and whether or not such costs, damages, losses etc were foreseeable by the League Organiser, the MCA and/or the relevant Team Operator.

#### 10 **Set-off**

Whenever:

- (a) any sum of money is due and payable by any Team Operator to (i) the League Organiser and/or MCA, (ii) any other Team Operator, or (iii) any other Relevant Person including but not limited any sum payable under any Player Contract, any fines imposed under the Regulations, and
- (b) such sum has not been paid on the due date

then such sum may be deducted from any other sum then due or which at any time thereafter may become due to that Team Operator arising out of the Regulations, its Participation Agreement and the League Organiser may at its sole discretion and without prejudice to any other rights and remedies, retain such sum towards its own dues or pay such sum on to any third party to whom it is owed by such Team Operator including but not limited to any Player.

### 11 Insolvency

It shall be deemed to be a breach of these League Rules and misconduct by the Team Operator concerned if any Team Operator is Insolvent.

#### 12 Staff

Each Team Operator shall, in respect of each Season and in addition to any other persons hired by it, contract the services of no fewer than six suitably qualified staff comprising a Team mentor, coach, assistant coach, trainer, physiotherapist and video analyst from a pool of people provided by the MCA and spend an aggregate total of not less than Rs 15 lakhs by way of fees to be apportioned among such persons (such apportionment to be at the Team Operator's discretion).

#### 13 Team Owners-Pitch Presence

To accommodate the wishes of Team Owners to sit on near the pitch, sofas will be placed beside each Team dug-out. The following rules apply to any Team Owner wishing to occupy such sofa:

- (a) the sofa nearest to the relevant Team's dug-out (being the one on the same side of the sight screen as such dug-out) will be the one which Team Owners from that Team may occupy;
- (b) only Team Owners who are registered as such with the League Organiser may sit on such sofas;
- (c) no more than 3 Team Owners may sit on or occupy space around such sofa at any one time;
- (d) while sitting on or walking to and from such sofa (and otherwise during any period spent in the Players and Match Officials Area (PMOA) while getting to and from the sofa), no person shall make any use of their mobile phone, any tablet, laptop or other such device;
- (e) if Team Owners wish to change those sitting on the sofa at a time when 3 such persons are currently there, the person(s) leaving the sofa should have left the PMOA before the "next" Team Owner enters it;
- (f) no Team Owner shall delay and spend time in the PMOA other than while sat on the sofa;
- (g) no Team Owner shall have any form of interaction with any person sitting in any dug-out while sitting on or walking to and from the sofa; and
- (h) no person shall walk in front of the sight screens behind the bowler's arm when getting to and from the sofa.

Any failure to follow the above rules may result in the relevant person being asked to vacate the sofa and the PMOA and such person may be prohibited from occupying the sofa in the future and will be a breach of these rules.

#### 14 Player Dug Out

- 14.1 The player "dug out" forms part of the PMOA which is the subject of certain important Regulations.
- 14.2 A set of photographs identifying persons who may join the Players from each Team in their dug out will be attached to the dug out for each Match. No person whose name and photograph does not appear in this sheet may join the Players in the dug-out at any time during any Match. For the sake of clarity, up to 6 Team Officials may sit in the dug-out: being the coach, assistant coach, mentor, trainer, physiotherapist and analyst. No person performing any other role may sit in the dug-out.

## 15 **Hospitality**

All relevant persons are reminded that it is their obligation to behave, and ensure that all of their guests behave, at all times in a courteous fashion within the Stadium including without limitation in all hospitality facilities including to any persons employed within the Stadium in any capacity.

#### C: PLAYER REGULATIONS

# 1 Squad Size/Composition/List

- 1.1 Each Team Operator shall in respect of the 2019 Edition have a minimum of 18 and a maximum of 20 Players in its Squad.
- 1.2 All Players must be registered with the MCA and found eligible by the MCA in order to participate in the League.
- 1.3 Each Team Operator shall as soon as practical (and not later than before the first Match of each Edition (whether involving a Team Operator or not) notify the League Organiser of its Squad of Players (its **Squad List**) and the League Organiser shall keep a list of such Players and shall publish the various Squad Lists to all Team Operators. A Player shall only be included on a Squad List following delivery to the League Organiser of a Player Contract signed by both the Player and the Team Operator and the Player. No changes may be made to a Team Operator's Squad List after the above-mentioned date except pursuant to a possible Player replacement in accordance with the Regulations.
- 1.4 No Player may appear in more than one Squad List at any time nor change his Team part way through a Season. No Team Operator shall enter or attempt to enter into any contract or arrangement of any kind (including a Player Contract) with a Player who is on another Team Operator's Squad List.
- 1.5 A Team Operator shall not select a Team containing a Player who is not on its Squad List or otherwise allow such a Player to play for it in a Match or to take part in any League or Team related activities.
- 1.6 The League Organiser may refuse to add a Player to a Team Operator's Squad List if the League Organiser has reason to believe that:
  - (a) such Team Operator owes money to any Relevant Person or any of its former Players; or
  - (b) doing so would cause the Team Operator to be in breach of the Squad composition rules above or the Salary Cap rules below; or
  - (c) doing so may bring itself, any Relevant Person, the game of cricket or the League into disrepute in any way; or
  - (d) the relevant Player is suspended or banned from playing by any relevant third party anywhere in the world.

- 1.7 A Team Operator wishing to add any Player to its Squad List shall inform the League Organiser of any matters of which it is aware and which are relevant to paragraphs (a)-(d) above before or when it requests the same. Each Team Operator shall notify the League Organiser in writing immediately if at any time after a Player is included in its Squad List it becomes aware of any circumstances which might have led the League Organiser to refuse such inclusion had the League Organiser known about these circumstances beforehand. If the League Organiser removes a Player from a Team Operator's Squad List under this paragraph then neither the League Organiser nor MCA nor any of their respective officers, employee, agents or advisers shall be liable for any losses suffered by the Team Operator, the relevant Player or any other third party as a result of any such removal.
- 1.8 The League Organiser may remove a Player from a Team Operator's Squad List (meaning such Player cannot play for that Team Operator) with immediate effect if:
  - (a) it becomes aware that the inclusion of such Player on the relevant Squad List has caused such Team Operator to be in breach of these League Rules or the Regulations; or,
  - (b) the League Organiser becomes aware that it could have refused to include such Player on the relevant Squad List under paragraph 1.6 above but was unaware of the particular circumstances at the time of such inclusion.
- 1.9 The League Organiser shall as soon as practicable remove a Player's name from a Team Operator's Squad List if the relevant Player Contract has been terminated or has expired.
- 1.10 The removal of a Player from a Team Operator's Squad List shall not affect any of the relevant Player's obligations and/or liabilities which have accrued under or in connection with these League Rules and/or his Player Contract on or before such removal.

## 2. Replacements

2.1 Replacements for Players may be taken in accordance with the rules set out in the 2019 Player Auction Rules.

#### 3. Player Contracts

3.1 No Player may play in a Match unless he has entered into a Player Contract in the form provided by the League Organiser for the relevant Season and no other form of contract will be accepted by it. Team Operators and Players should not sign any other contracts or documents in relation to the Player's participation in the League.

- 3.2 Within five Working Days of entering, renewing, varying or terminating a Player Contract (or sooner if reasonably required by the League Organiser), each Team Operator shall deliver to the League Organiser:
  - (a) the original duly signed Player Contract and in so doing the relevant Team Operator shall be deemed to have warranted that such Player Contract is the same as the form supplied to it by the League Organiser and it has not been altered in any way. No variation to any Player Contract may be made without the League Organiser's prior written consent;
  - (b) such other supporting documents as the League Organiser may require;
  - (c) full details of any such variation, including a signed document evidencing the same;
  - (d) notification of the termination (but not expiration at the end of the term thereof) of any Player Contract, including any details in respect of such termination that the Team Operator may request.

# 3.3 Each Team Operator shall:

- (a) ensure that each of its Player Contracts sets out all financial benefits or benefits in kind that the relevant Player may receive;
- (b) not pay any individual bonus to any Player other than from a bonus pool which is open to all of its Squad;
- (c) not enter into any other arrangements with any Player which in any way relate to his membership of the relevant Squad and the League Organiser shall be entitled to a copy of any documents or contracts relating to any such other arrangements including the financial terms thereof if it wishes to do so.

### 3.4 Each Team Operator shall:

- (a) other than under a Player Contract, not enter into nor seek to enter into any agreement or arrangement of any kind (written or oral) with any person which seeks to prevent any person from playing for another Team;
- (b) not directly or indirectly (including via statements to the media and/or through any third party) approach or otherwise solicit the services of any Player who has a current Player Contract with another Team Operator until the day after the expiry of that Player Contract without the prior written consent of such Team Operator.

# 4. Salary Cap/Minimum Spend

4.1 In 2019 the Salary Cap is Rs. 35 lakhs (the "Salary Cap"). The Salary Cap is the maximum gross amount that a Team Operator may commit to pay in Player Fees for the Players in

- its 2019 Squad List (assuming no deductions). Any bonus of any kind paid to a Player shall not be deducted from the Salary Cap in any year.
- 4.2 Any unused amount of any previous year's Salary Cap may not be carried forward and added to the current or any future year's Salary Cap.
- 4.3 The minimum amount which a Team Operator must commit to pay as Player Fees is Rs. 30 lakhs.
- 4.4 All above-mentioned sums for Player Fees are exclusive of GST.

# 5. **Player Fitness**

- 5.1 If before a Player joins a Team Operator (whether before or during an Edition) there is a disagreement as to his fitness then the League Organiser shall appoint an independent doctor approved by MCA to decide the matter and such doctor's decision shall be final in this regard.
- 5.2 If a Team Operator does not carry out an assessment of any of its Players' fitness when such Player(s) join it (whether before or during an Edition) then each such Player shall be deemed to be match fit in the absence of unequivocal evidence to the contrary which rendered such assessment unnecessary. Any dispute between a Player and the Team Operator in this regard shall be decided by an independent doctor appointed by the League Operator whose decision shall be final.

#### D: UMPIRES AND OTHER MATCH OFFICIALS

# 1 Applicable Regulations

- 1.1 The Code of Conduct for Match Officials and Match Official Support Personnel shall apply to all Umpires and Match Officials involved in officiating at Matches.
- 1.2 MCA shall compile a panel of Match Officials who are qualified to officiate in the League.
- 1.3 The Team Operators and each Match Official agree that the League Organiser has the exclusive right to enter into all commercial contracts of any kind relating to Match Officials including sponsorship and licensing contracts.

#### **E: DISCIPLINARY PROCEDURE**

## 1 Disciplinary Procedure

- 1.1 All disputes, complaints, charges brought in relation to and/or breaches of the Regulations and any dispute between a Player and Team Operator in respect of such Player's Contract shall (unless the MCA in its absolute discretion decides otherwise) be decided in the manner set out below unless any individual code contains a separate disciplinary mechanism (e.g. the Code of Conduct for Players and Team Officials ) in which event such mechanism shall (unless MCA in its absolute discretion decides otherwise) be used in relation to the complaint or breach or other such matter.
- 1.2 If any alleged breach of these League Rules also constitutes a potential breach of any of the other Regulations which have their own disciplinary mechanism then MCA may (other than in relation to the Anti-Doping Rules, the Anti-Corruption Code and the Rules on Conflict of Interest), decide whether such matter shall be decided under the procedure set out below or the relevant other disciplinary mechanism (or such other mechanism as it shall deem appropriate).
- 1.3 MCA will establish a disciplinary commission (the "Disciplinary Commission") to hear and decide upon any of the matters referred to in paragraph 1.1 above. The Disciplinary Commission may be established before any matter to be decided by it or specifically to deal with any such matter. The Disciplinary Commission will comprise up to three persons selected by MCA (who shall have no connection with the subject matter of the dispute, complaint or breach) but MCA may nominate additional people to join the Disciplinary Commission if, in MCA's discretion, the circumstances render this appropriate. If more than one person comprises the Disciplinary Commission then such persons shall elect a chairman (the "Disciplinary Commission Chairman" which expression shall also refer to the sole member of any Disciplinary Commission).
- 1.4 Any matter before the Disciplinary Commission shall be decided fairly and impartially and in a manner consistent with the principles of natural justice.
- 1.5 The Disciplinary Commission:
  - (a) shall have the right (but not obligation) to investigate any mater brought before it;
  - (b) may, in the course of or in connection with any such investigation, require any Relevant Person to provide any evidence or any information (written or oral) in relation to such matter or to attend any hearing or interview to answer questions and produce evidence.
- 1.6 Any failure by any Relevant Person to comply with any request or investigation by the Disciplinary Commission under these League Rules shall constitute a breach of them.
- 1.7 The Disciplinary Commission Chairman and Appeal Commission Chairman shall, as soon as practicable upon receipt, provide the other members comprising the Disciplinary Commission or Appeal Commission with all relevant documents and information received by such Chairman or chair in relation to any Complaint or Appeal.

### **2** Complaints Procedure

- 2.1 Any Relevant Person together with the League Organiser and MCA (being the "Claimant") may make a complaint against any other Relevant Person that such Person has breached its obligations under the Regulations and/or a Player Contract (a "Complaint") by notifying the League Organiser and MCA in writing. Following any such notification:
  - (a) MCA will constitute a Disciplinary Commission (if not then in being) and refer the matter to it and will notify the Claimant as soon as practicable of the identity of the Disciplinary Commission and the Disciplinary Commission Chairman;
  - (b) the Disciplinary Commission will contact the Claimant and request any relevant information relating to the Complaint including the following;
    - (i) the identity of the Person who is the object of the Complaint (the "Respondent");
    - (ii) the identity of any witnesses of any kind on which the Claimant intends to rely in connection with the Complaint; and
    - (iii) copies of any supporting documentation in relation to the Complaint;
  - (c) the Claimant shall deliver to the Disciplinary Commission Chairman such number of copies of the Complaint and above-mentioned documents/information as is requested and within such period of time which shall be decided by the Disciplinary Commission in his discretion in light of the circumstances surrounding the Complaint.
- 2.2 Unless it does not believe that the Complaint has any merit (in which case the Claimant shall be informed accordingly as soon as practicable) the Disciplinary Commission shall as soon as practicable following receipt of the Complaint:
  - (a) forward a copy of it to the Respondent, together with (provided that it is appropriate to do so) any supporting documentation supplied to the Disciplinary Commission Chairman under paragraph 2.1 above;
  - (b) request the Respondent to submit a response to the Complaint (the "Response") within such period of time which shall be decided by the Disciplinary Commission in its discretion in light of the circumstances surrounding the Complaint including the following:
    - (i) full details of the Response including whether it accepts all or any part of the Complaint;
    - (ii) full details of any counter-claim it may wish to bring against the Claimant in relation to the Complaint (a "Counter-Claim" and references to the Response shall be deemed to include any such Counter-Claim) and the circumstances

surrounding it but any such Counter-Claim must be related to the Complaint and must not be an unrelated issue;

- (iii) the identity of any witnesses of any kind on which the Respondent intends to reply in connection with its Response;
- (iv) such other information as it may wish to see in relation to the Complaint;
- (v) copies of any supporting documentation in relation to the Response

and the Disciplinary Commission shall as soon as practicable following receipt of the Response forward a copy of it to the Claimant together with (provided that it is appropriate to do so) any supporting documentation supplied to the Disciplinary Commission under this paragraph 2.2.

- 2.3 The Disciplinary Commission may convene a preliminary hearing with the Claimant and Respondent (and, if they wish, their legal representatives together with any third parties which the Disciplinary Commission feels considers appropriate) including:
  - to determine the date (if any) upon which any full hearing of the Complaint and any Counter-Claim shall be held (the "Disciplinary Hearing");
  - (b) to establish the date (if any) by which the Claimant and Respondent shall be obliged to serve upon each other any documents or evidence required by the Disciplinary Commission.
- 2.4 The Disciplinary Commission shall give the Claimant and Respondent as much notice as is reasonably practicable of any such preliminary hearing which shall occur via a telephone/video conference call unless the Disciplinary Commission determines otherwise. The non-participation of the Claimant or Respondent in any such preliminary hearing, after the above-mentioned notice thereof has been provided to them, shall not prevent the Disciplinary Commission from proceeding with the preliminary hearing.
- 2.5 Unless it (in its discretion) decides otherwise the Disciplinary Commission shall, as soon as practicable after the delivery to the Claimant of the Response, convene a Disciplinary Hearing at which the Claimant and Respondent will be:
  - (a) invited to state their respective cases; and
  - (b) provided with a fair and reasonable opportunity to present evidence (including the right to call and to question and cross-examine witnesses in person or by telephone or video-conference where necessary).
- 2.6 The Disciplinary Commission shall give the Claimant and Respondent as much notice of the Disciplinary Hearing as is practicable in all the circumstances.
- 2.6 The Disciplinary Hearing before the Disciplinary Commission:

- (a) shall be conducted at the discretion of the Disciplinary Commission, provided that the Disciplinary Hearing is conducted in a fair manner and in accordance with the principles of natural justice;
- (b) may be recorded or transcribed;
- (c) shall be in English (with the presence of an interpreter if necessary), and certified English translations shall be submitted of any non-English documents put before the Disciplinary Commission;
- (d) shall allow the admission of video evidence provided that all other parties shall have the right to make such representations in relation to it that they may see fit.
- 2.7 If there is any disagreement about the translation of any document, the Disciplinary Commission may arrange for a second translation of any such document by a suitably qualified independent translator (at the cost of the party offering the document(s).
- 2.7 The standard of proof at any Disciplinary Hearing shall be whether the Disciplinary Commission is comfortably satisfied, bearing in mind the seriousness of the allegation that is made, that the alleged Offence has been committed. This standard of proof in all cases shall be determined on a sliding scale from, at a minimum, a mere balance of probability (for the least serious offences) up to proof beyond a reasonable doubt (for the most serious Offences).
- 2.8 The Disciplinary Commission shall not be bound by judicial rules governing the admissibility of evidence. Instead, facts relating to an alleged Offence may be established by any reliable means, including admissions.
- 2.9 The Disciplinary Commission may draw an inference adverse to the Claimant and/or Respondent based on any refusal, without compelling justification, after a request made in a reasonable time in advance of the Disciplinary Hearing, to appear at the Disciplinary Hearing (either in person or telephonically as directed by the Disciplinary Commission) and/or to answer any relevant questions.
- 2.10 Each of the Claimant and Respondent must attend any Disciplinary Hearing before the Disciplinary Commission in the absence of exceptional circumstances in which case such individual shall be given the opportunity to participate in the Disciplinary Hearing before the Disciplinary Commission by telephone or video conference (if available). The non-attendance of any party to the Complaint or its/their representative at a Disciplinary Hearing shall not prevent the Disciplinary Commission from proceeding with such Disciplinary Hearing in its/their absence, issuing a ruling and (if appropriate) applying a sanction in relation to the Claim, the Response and any Counter-Claim.
- 2.11 Each of the Claimant and Respondent shall have the right (at its own expense) to be represented at the Disciplinary Hearing before the Disciplinary Commission by such

representatives (including legal counsel) of its own choosing but (save with the Disciplinary Commission's prior written consent and at its discretion) no more than two such representatives shall accompany each of the Claimant and Respondent. If the Claimant or Respondent is a Player then one of the Captain, Vice-Captain or Team manager of his Team may also attend a Disciplinary Hearing before the Disciplinary Commission to provide support and assistance to such person.

- 2.12 At the end of a Disciplinary Hearing, the Disciplinary Commission may either adjourn the Disciplinary Hearing to another date if required or conclude the Disciplinary Hearing and reserve its orders on the Complaint. As soon as possible after the conclusion of the Disciplinary Hearing, the Disciplinary Commission will provide its decision in writing, with reasons.
- 2.13 A copy of the above-mentioned written decision will as soon as practicable be provided by the Disciplinary Commission to the Claimant and Respondent and the Disciplinary Commission shall at the same time send a copy to MCA and the League Organiser.
- 2.14 Subject only to any appeal under paragraph 4 below, the decision of the Disciplinary Commission shall be the full, final and a complete disposition of the matter and will be binding on all parties and any breach of these Regulations or of the Player Contract pleaded in a Complaint or Response which is found to have been committed by either the Claimant or Respondent shall be an "Offence".
- 2.15 The League Organiser and MCA will be entitled to issue a joint public announcement regarding any decision of the Disciplinary Commission as soon as is reasonably practicable after such decision has been communicated to the parties. Any such public announcement of the decision may include details of any Offence committed and of the sanctions imposed, if any. Until such time as such a public announcement is published, all parties and participants in the proceedings including the Claimant and Respondent shall treat such proceedings as strictly confidential, save that the League Organiser may publicly confirm the date of the Disciplinary Hearing, the Offence that is alleged to have been committed and/or the name of the person charged. Following any such announcement of the decision, no comment shall be made in connection with the matter beyond the scope of what has been included in such announcement.

### 3 Sanctions

- 3.1 The Disciplinary Commission may make one or more decisions on the matters before it. It shall not be bound by strict rules of precedent in relation to its decisions but shall seek to maintain reasonable consistency in hearing the matters before it from time to time.
- 3.2 The Disciplinary Commission may impose any number or combination of the following sanctions in relation to any Offence immediately, on a deferred basis, suspended pending future good behaviour or generally as it thinks fit;

- a compensation order including an order that the reasonable costs of the proceedings be borne by whichever Person has been found to have committed the Offence or apportioned in cases where two or more Persons have committed an Offence;
- (b) suspension of a Player or other Relevant Person from playing or otherwise being involved in Matches for a specified period;
- (c) suspension of a Team or Team Operator from the League on such terms as the Disciplinary Commission shall determine including a possible requirement that and during any such suspension the relevant Team Operator will not be entitled to receive any income from central sponsors or any other payment(s) whatsoever from the MCA and/r the League Organiser in relation to the League Rules but such Team Operator shall nevertheless be bound to comply with certain year round obligations under the relevant Participation Agreement as notified to it by the League Organiser from time to time;
- (d) an order for the payment of money to a third party including another Relevant Person;
- (e) a declaration as to any finding of fact or interpretation of the Regulations and/or any Player Contract;
- (f) a deduction of points from a Team;
- (g) rectification of a contract;
- (h) specific performance of an act or matter;
- (i) an injunction to stop doing or not to do something;
- (j) a fine payable to MCA, the League Organiser or any other Person;
- (k) any other sanction that the Disciplinary Commission considers to be reasonable in the circumstances.
- 3.3 The Disciplinary Commission may order that interest be paid on any monetary sums payable under paragraph 3.2 for such period as it thinks fit.

## 4 Appeals

- 4.1 Decisions made by the Disciplinary Commission in relation to any Complaint and/or any Counter-Claim may be challenged solely by appeal as set out in paragraph 4.3 below and such decision shall remain in effect while under appeal unless any properly convened Appeal Commission orders otherwise.
- 4.2 The only parties who may appeal in respect of an Offence found to have been committed by the Disciplinary Commission shall be (i) the Claimant and/or Respondent (whose appeal shall relate only to such Offence) and (ii) if it considers it appropriate, MCA or the League Organiser.

- 4.3 Any notice to appeal an Offence must be lodged with the League Operator and MCA within five Working Days of publication of the written decision of the Disciplinary Commission failing which the right to appeal shall be lost.
- 4.4 The MCA will establish an appeal commission (the "Appeal Commission") consisting of up to any three persons to hear and decide upon the appeal. If more than one person comprises the Appeal Commission then such persons shall elect a chairman (the "Appeal Commission Chairman" which expression shall also refer to the sole member of any Appeal Commission).
- 4.5 As soon as practicable following receipt of a notice to appeal and the establishment of the Appeal Commission, the MCA will refer the same to the Appeal Commission.
- 4.6 The provisions of paragraphs 1 and 2 of this Section E shall (with such changes deemed to have been made as are required to reflect the different context of the appeal) apply to appeal hearings before the Appeal Commission (an "Appeal Hearing").
- 4.7 The Appeal Commission shall:
  - (a) hear and determine all issues arising from any matter which is appealed to it pursuant to this Section from the beginning and without being bound in any way by the decision being appealed;
  - (b) have the power to increase or decrease, annul, amend or otherwise substitute a new decision in respect of the appropriateness (or otherwise) of the sanction imposed by the Disciplinary Commission which is the subject of the appeal;
  - (c) have the power to order some or all of the costs of or relating to the appeal proceedings to be paid by the appealing party if it considers that such party has acted, spuriously, frivolously or otherwise in bad faith
- 4.8 Appeal Hearings shall, unless all parties agree or where the Appeal Commission (in its discretion) decides otherwise, be commenced no later than thirty (30) days after the appointment of the Appeal Commission and be completed as expeditiously as practicable.
- 4.9 Any decision made by the Appeal Commission under this paragraph 4 shall be the full, final and a complete disposition of the matter and will be binding on all parties.

## 5 Recognition

Any Disciplinary Hearing or Appeal Hearing results or other final adjudications by the Disciplinary Commission or Appeal Commission under these League Rules shall be recognised and respected by the Claimant and Respondent and all other Relevant Persons automatically upon receipt of notice of the same, without the need for any further formality. Each of the Claimant and Respondent and any other Relevant Person shall take all steps legally available to it to give effect to such decisions.

### F: GENERAL

#### 1 Definitions

1.1 In these League Rules (unless the context requires otherwise) the following expressions shall have the following meanings:

Act means The Companies Act 2013 (being such act in India);

**Appeal Hearing** has the meaning set out in paragraph 4.6 of Section E;

**Appeal Commission** has the meaning set out in paragraph 4.4 of Section E;

**Appeal Commission Chairman** has the meaning set out in paragraph 4.4 of Section E;

**BCCI** means The Board of Control for Cricket in India;

Claimant has the meaning set out in paragraph 2.1 of Section E;

**Complaint** has the meaning in paragraph 2.1 of Section E;

**Composite Logo** means any logo used in connection with the League at any time including the name and/or logo of any title sponsor of the League;

**Conflict of Interest Rules** means the Rules on Conflict of Interest published by BCCI, as the same may be amended from time to time or as the same may be supplanted if MCA publishes its own version thereof;

**Counter Claim** has the meaning set out in paragraph 2.2 (b) of Section E;

**Disciplinary Commission** has the meaning set out in paragraph 1.3 of Section E;

Disciplinary Commission Chairman has the meaning set out in paragraph 1.3 of Section E;

**Disciplinary Hearing** has the meaning set out in paragraph 2.3 (c) of Section E;

**Edition** means, in relation to the League, each time the League takes place (whether the same occurs more than once in any year);

**Event of Force Majeure** means any cause, event or circumstances affecting any Person which arises from or is attributable to acts, events, non-happenings, omissions or accidents beyond the reasonable control of that Person including without limitation, strikes, lock-outs or other industrial action (save for any such strikes, lock-outs or other industrial action taken by the employees of that Person), terrorist action or threat thereof, civil commotion, disruption due to general or local elections, invasion, war, threat or preparation for war, fire, explosion, storm, flood, earthquake, any other such natural physical disaster epidemic and any legislation, regulation or ruling of any government, court or other such competent authority;

**Final** means the final of the Playoff Matches between the winner of Qualifier 1 and Qualifier 2; **Fixture List** means the list showing the venue, date and start time of each Match published by the League Organiser pursuant to paragraph 5 of Section A (as amended by the League Organiser from time to time);

**Group** means a group of companies comprising of all companies which are under the same management according to the conditions set out below, including without limitation the ultimate parent company of a Team Operator and all enterprises whose accounts are consolidated on a line by line basis in such ultimate parent company's audited financial statements. Two bodies corporate shall be deemed to be under the "same management" (i) if the managing agent, secretaries and treasurers, managing director or manager of the one body,

or where such managing agent or secretaries and treasurers are a firm, any partner in the firm, or where such managing agent or secretaries and treasurers are a private company, any director of such company, is - (a) the managing agent, secretaries and treasurers, managing director or manager of the other body; or (b) a partner in the firm acting as managing agent or secretaries and treasurers of the other body; or (c) a director of the private company acting as managing agent or secretaries and treasurers of the other body; or (ii) if a majority of the directors of the one body constitute, or at any time within the six months immediately preceding constituted, a majority of the directors of the other body; or (iii) if not less than one-third of the total voting power with respect to any matter relating to each of the two bodies corporate is exercised or controlled by the same individual or body corporate; or (iv) if the holding company of the one body corporate is under the same management as the other body corporate within the meaning of clause (ii), clause (ii) or clause (iii); or (v) if one or more directors of the one body corporate while holding, whether by themselves or together with their relatives, the majority of shares in that body corporate also hold, whether by themselves or together with their relatives, the majority of shares in the other body corporate;

**ICC** means the means The International Cricket Council which governs and oversees the Game at international and representative level, or any successor body to it carrying out such functions;

### **Insolvency:** a Person shall be **Insolvent** if:

- (a) any bona fide petition is presented or any bona fide demand under the Act is served on such Person, or an order is made or resolution passed for its winding up or a notice is issued convening a meeting for the purpose of passing any such resolution;
- (b) any bona fide petition is presented for an administration order or any notice of the appointment of or of an intention to appoint an administrator of such Person is filed in court or an administration order or interim order is made in relation to it;
- (c) any administrative or other receiver or manager is appointed of such Person or of all or any material part of its assets and/or undertaking within the meaning of the Act or any other bona fide step is taken to enforce any encumbrances over all or any part of its assets and/or undertaking;
- (d) any step is taken by such Person with a view to proposing any kind of composition, compromise or arrangement involving it and any of its creditors, including but not limited to a voluntary arrangement under the Act;

or anything similar occurs under any analogous legislation anywhere in the world;

**Laws of Cricket** means the Laws of Cricket (2017 Code) or such further revisions thereof as may come into force from time to time under an ICC regulation or as adopted by the Marylebone Cricket Club;

**League** means the Twenty20 cricket league (known at the date of adoption of these League Rules as the T20 Mumbai League) which is sanctioned by the MCA and which is being organised by the League Organiser;

League Match means any Match which takes place before the Play-Offs;

**League Organiser** means the entity granted the right to establish, operate, promote and commercialise the League from time to time and which, at the date of the adoption of these League Rules, is Probability Sports;

**League Rules** means this document adopted by MCA as the League's rules (as may be amended from time to time);

**League Table** means the ranking of the Teams from time to time;

**League Title** shall mean the official title of the League from time to time as notified to Team Operators which may include the name of the title sponsor of the League and which at the date of adoption of these League Rules is the T20 Mumbai League;

**League Website** means the official website of the League from time to time and currently www.t20mumbai.com;

**Match Playing Conditions** means the document entitled Match Playing Conditions as the same may be amended from time to time;

**Match** means any cricket match in the League including, unless stated otherwise, the Playoff Matches;

Match Official means any Umpire (including any person acting as the third umpire or fourth Umpire) and Match Referee;

MCA means The Mumbai Cricket Association;

Offence has the meaning set out in paragraph 2.14 of Section E;

**Person** means any individual, company, partnership or any other entity of any kind;

**Player** means a person who is part of the Squad of a Team Operator;

**Player Auction** means any auction which takes place in order to allow Team Operators to select Players for their respective Teams;

**Player Contract** means the player contract under which the Player has agreed to play in the League;

**Player Draft** means any player draft which takes place before the start of the Season;

**Player Fee** means the Fee payable to a Player by a Team Operator under the relevant Player Contract;

Player Register means, in respect of each Team Operator, its registered Squad of Players;

**Playoff Match** means each Match which takes place after the final League Match in each Season to determine the winner of the League for that Season;

**Probability Sports** means Probability Sports (India) Private Limited, the company which at the date of adoption of these League Rules, has been granted the right to establish and organise the League;

**Regulations** means, together, these League Rules and the following rules and regulations if and to the extent they are adopted in relation to the League in respect of any Season:

- (i) the Brand Guidelines;
- (ii) the Sponsorship Guidelines;
- (iii) the Clothing & Equipment Regulations;
- (iv) Player ID Guidelines;

- (vi) the Team Media and Communications Guidelines;
- (vii) the Match Playing Conditions;
- (viii) the Code of Conduct for Players and Team Officials;
- (ix) the Code of Conduct for Match Officials and Match Official Support Personnel;
- (x) the Anti-Racism Code for Players and Team Officials;
- (xi) the Anti-Doping Rules;
- (xii) the Suspect Illegal Bowling Action Policy;
- (xiii) the Anti-Corruption Code for Participants;
- (xv) the Minimum Standards for Players and Match Officials Areas at Matches;
- (xvi) the Player Auction Rules;
- (xvii) the Player Draft Rules; and
- (xviii) any other code as may be issued by MCA or the League Organiser from time to time which shall be made available either on the League Website or otherwise and each Relevant Person shall be obliged to ensure that it complies with the latest version of the Regulations;

**Relevant Person** means any person who is subject to these League Rules, being any Team Operator, any Player, any Team Official, any Team Owner and/or any Match Official;

Respondent has the meaning given in paragraph 2.1 (b) of Section E;

**Response** has the meaning set out in paragraph 2.2 (b) of Section E;

**Salary Cap** shall have the meaning set out in paragraph 4.1 of Section C;

**Season** means the period of time from ten (10) days prior to the start of first match of any Edition of the League to five (5) days post the final match of such Edition of the League and no other;

**Squad** means, in respect of each Team Operator, the squad of Players from which its respective Teams are selected and **Squad List** means the list of such Players which has been delivered to and approved by the League Organiser;

**Suspect Illegal Bowling Action Policy** means the document with that title adopted by the MCA in relation to the League, as the same may be amended by MCA in its discretion from time to time;

**Stadium** means a venue at which any Match is played;

**Team** means any team (including any named fielding substitutes) which is selected by a Team Operator to take part in a Match;

**Team Official** means any person who has been provided any accreditation on behalf of a Team or Team Operator and is either (a) a director, secretary, officer, management staff, employee, coach, physio (or other medical personnel) or duly authorised (express or implied) agent of a Team or Team Operator or a consultant to or other person serving in any official capacity for a Team or (b) a Team Owner;

**Team Operator** means a company or other entity (and, for the purposes of these League Rules, the expression Team Operator shall be deemed to include any company in the same Group as such company) which has entered into a participation agreement with the League Organiser

under which such company has agreed to participate in the League and **Participation Agreement** shall be construed accordingly;

**Team Owner** in relation to a Team Operator means the Participant, as defined in the Participation Agreement signed with the League Organiser with respect to the right to operate such Team in the League; and

Working Day means any day (not being a Saturday or Sunday) on which banks in Mumbai are generally open for business.

### 2 Headings

The headings and table of contents in these League Rules are for convenience only and are not intended to affect, interpret, define, control or alter the meaning scope, intent or interpretation of these League Rules or any provision of them.

#### 3 Enactments

References in these League Rules to any enactment, order, regulation or statutory provision shall be construed as references to those enactments, orders, regulations or statutory provisions as respectively amended, extended, re-enacted or replaced from time to time after the coming into force of these League Rules.

### 4 Interpretation

- 4.1 Unless the context requires otherwise, the singular shall include the plural and vice versa and references to one gender shall include any other gender.
- 4.2 References to sections or paragraphs are, unless the context requires otherwise, references to sections and paragraphs of these League Rules.

#### 5 **Notices**

5.1 Notices and other communications under these League Rules shall, where required to be in writing, be delivered by hand or sent by first class prepaid mail or email addressed to the recipient at its notice address. Any notice sent by email or delivered by hand shall be deemed to have been served if sent/delivered (as appropriate) between the hours of 0930-1630 (IST) on a Working Day but if not so sent/delivered then it shall be deemed to have served at 0930 on the next Working Day. Any notice sent by post shall be deemed to have been served four Working Days following its despatch.

### **Conflicts of Interest**

Each Relevant Person shall comply with the Conflict of Interest Rules at all times before, during and after each Season.

#### 7 Amendments

MCA, in conjunction with the League Organiser, shall be entitled to amend these League Rules in its discretion at any time.

#### 8. Conduct

Each Relevant Person shall not, whether during a Match or otherwise, act or omit to act in any way which would or might reasonably be anticipated to have an adverse effect on the image and/or reputation of any Team, any Player, any Team or Match Official, the MCA, the League Organiser, the League and/or the Game or which would otherwise bring any of the foregoing into disrepute.

#### 9. **Omissions**

MCA may in consultation with the League Organiser determine any matter that may arise in connection with the League for which no provision has been made within the Regulations or otherwise in connection with the League.

### 10 **No Liability**

No individual officer, office bearer, member or employee of MCA or the League Organiser shall assume any liability to any Relevant Person or any other person in relation to any the League and/or under the Regulations.

## 11 Governing Law and Jurisdiction

- 11.1 These League Rules shall be governed by and construed in accordance with Indian law. Subject to arbitration provided below, the Courts at Mumbai, India shall have exclusive jurisdiction in relation to these Rules.
- 11.2 If any dispute arises under these League Rules which cannot otherwise be amicably resolved between the relevant persons, such dispute shall be submitted to arbitration under The Arbitration and Conciliation Act 1996 or any statutory modification or reenactment/replacement thereof then in effect and conclusively resolved by a single arbitrator appointed by mutual consent or failing which by such process as is laid down in said Act.
- 11.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 11.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties involved in such dispute. Each such party shall bear its own lawyers' fees and charges and shall pay an equitable proportion (being the total amount thereof divided by the number of parties involved) of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 11.5 Each of the parties involved in any such dispute acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.