SR/305/2025

UNDER THE APPEAL ARBITRATION PROCEDURE OF SPORT RESOLUTIONS

PURSUANT TO PROCEEDINGS BROUGHT UNDER THE ENGLAND AND WALES CRICKET BOARD ("ECB") ANTI-CORRUPTION CODE FOR PARTICIPANTS

Before:

Raj Parker (Sole Arbitrator)

BETWEEN:

MOGHEES AHMED
("Mr Ahmed")

Appellant

and

THE CRICKET REGULATOR OF THE ECB
("the Cricket Regulator")

Respondent

DECISION ON MR AHMED'S APPEAL

Introduction

Procedural background

1. The Cricket Regulator brought four charges against Mr Ahmed, an ECB registered cricket agent, under the ECB's Anti-Corruption Code for Participants ("the Code").

2. On 14 March 2025, after a two day in-person hearing on 20 and 21 January 2025, an ECB Anti-Corruption Tribunal ("the Tribunal") gave its decision on liability, finding all the charges proven.

3. In their decision on sanction on 5 August 2025, after hearing argument, they imposed a five-year period of ineligibility (60 months), with the latter 30 months being suspended.

4. Mr Ahmed appeals the decision on liability ("the Decision")[1]. If the decision on liability is upheld in full there is no separate appeal of the decision on sanction.

5. Article 7.5.2 of the Code provides:

> *"Where required in order to do justice (for example to cure procedural errors at the first instance hearing), the appeal shall take the form of a rehearing de novo of the issues raised by the case.* ***In all other cases, the appeal shall not take the form of a de novo hearing but instead shall be limited to a consideration of whether the decision being appealed was "Wednesbury unreasonable****"."* (emphasis added)

6. Subject to the submissions made on behalf of Mr Ahmed in his Statement of Appeal as to a more flexible standard of review, the parties have agreed that the appeal is to consider whether the Decision was *'Wednesbury unreasonable'*.

7. The governing law is to be English law and the outcome of this appeal is to be final and binding on the parties and no further right of appeal is available.

8. The parties confirmed their agreement on 10 October 2025 to my appointment as Sole Arbitrator to determine the appeal in accordance with the Sport Resolutions Arbitration Rules (the "SR Rules"). They also agreed that the matter was to be determined without a hearing on the papers.

[1] The appeal is to Sport Resolutions pursuant to Article 7 of the ICC Code and Appendix 4 of the Code (Procedural Rules of the Cricket Regulator) within Section C (Appeals).

9. On 26 August 2025, Mr Ahmed provided his Notice of Appeal to the Cricket Regulator and Sport Resolutions. Mr Ahmed then provided his Statement of Appeal on 5 September 2025. The Cricket Regulator provided their Reply on 18 September 2025.

10. By his Notice of Appeal dated 26 August 2025, Mr Ahmed argues that:

    i) the Tribunal did not properly take into account relevant information in its assessment of his credibility and, accordingly, reached a decision that, based on the evidence before it, no reasonable tribunal could reasonably have made; and

    ii) the Tribunal misdirected itself as a matter of law, having incorrectly interpreted the correct nature of both a) an Article 2.1 corruption offence under the Code; and b) the cited authorities relating to offences under the Code, thereby resulting in an unsustainably broad conception of the Code which no reasonable panel could reasonably have made.

11. Mr Ahmed by way of remedy asks:

    a) for the finding and the decision on liability that he was guilty of corruption offences under Article 2.1 be set aside; and

    b) that his eligibility to act as an ECB registered agent be restored; and

    c) that the period of ineligibility set out in the decision on sanction be removed.

The Tribunal's decision

12. The four charges brought by the Cricket Regulator arose from an alleged corrupt approach made by Mr Ahmed to [redacted], the [redacted], during a meeting between Mr Ahmed and [redacted] on 5 September 2023.

Decision on the evidence

13. It was alleged that Mr Ahmed proposed an arrangement whereby [redacted] would receive a share of Mr Ahmed's agent commission in exchange for selecting certain players from Mr Ahmed's roster in franchise cricket tournaments. As such, it proposed a financial

inducement in exchange for improper influence over player selection for franchise matches[2].

14. Mr Ahmed denied all four charges stating that no such approach was made and that the evidence against him was inconsistent, uncorroborated, and legally insufficient. His factual case was that the meeting concerned legitimate and routine discussions about franchise coaching opportunities.

15. Having heard the case, the Tribunal was comfortably satisfied[3] that Mr Ahmed made the corrupt approach to [redacted] as alleged and that all the charges were proven.

16. The Tribunal found that [redacted] evidence was clear, consistent and credible and his contemporaneous reporting of the meeting supported the accuracy of his account. It preferred his evidence where it conflicted with Mr Ahmed's.

17. The Tribunal found that Mr Ahmed's evidence by contrast was inconsistent, evasive and at times disingenuous, significantly undermining his credibility. It found that his evidence could not be safely relied on particularly where it conflicted with credible evidence to the contrary.

18. More specifically it found that:

    a) there was no reason for [redacted] to fabricate his allegations and that it was not put to him in cross examination that there was any possible reason for him to do so.

    b) it was highly improbable that [redacted] innocently misconstrued the core elements of the corrupt approach.

    c) the disputed statements made by Mr Ahmed were unambiguous and that it was not put to [redacted] in cross examination that there was any possibility that he misheard or misconstrued the essential thrust of Mr Ahmed's approach.

[2] §207 of the Decision.
[3] The standard of proof applied pursuant to Article 3.1 of the Code, see §§20-27 of the Decision.

Decision on interpretation of the Code

19. As to the arguments concerning the interpretation of the relevant provisions of the Code, it found that Mr Ahmed's approach fell within the scope of Articles 2.1.1, 2.1.3, and 2.1.4 of the Code which prohibit improper influence over matches, offering benefits to participants to engage in corrupt conduct, and soliciting another participant to breach the Code.

20. More specifically it found that:

    a) Mr Ahmed's approach was a deliberate effort to subvert the integrity of the player selection process in franchise cricket for financial gain[4].

    b) Even though no specific match in which improper influence would be exercised was identified at the time, the established conduct constituted an offence under Article 2.1.1 of the Code. It rejected as misconceived, the submission advanced on behalf of Mr Ahmed, that a charge under Article 2.1.1 required the identification of a specific match at the time of the approach.

    c) Mr Ahmed's conduct amounted to a breach of Article 2.5.1 of the Code which prohibits conduct prejudicial to the interests of cricket.

    d) Mr Ahmed's approach of offering a financial benefit in an attempt to influence improper player selection was fundamentally corrosive to the integrity of cricket and sought to undermine the principles of fairness and selection integrity that are essential to the game.

The charges and provisions of the Code in more detail

21. The first three charges were brought pursuant to provisions under the heading "**Corruption**" in the Code.

22. Charge 1 - Article 2.1.1: **Fixing or improper influence of a match.** Article 2.1.1 of the Code provides as an offence:

[4] §6(5) of the Decision.

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

23. The Cricket Regulator's case was that Mr Ahmed's alleged approach constituted an effort to contrive or otherwise influence improperly the conduct or any other aspect of a match by ensuring that players that he represented were selected in franchise tournaments, thereby interfering with team composition in a manner that could affect the progress or conduct of matches.

24. Charge 2 - Article 2.1.3: **Offering a bribe or reward.** Article 2.1.3 of the Code provides as an offence:

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

25. The Cricket Regulator's case was that Mr Ahmed offered [redacted] a bribe or other reward in the form of a share of agent commission, as a financial incentive to contrive or otherwise influence improperly the conduct or any other aspect of a match, that is to say, a financial incentive to commit the offence in Charge 1.

26. Charge 3 - Article 2.1.4: **Inducing a participant to breach the Code.** Article 2.1.4 of the Code provides as an offence:

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

27. The Cricket Regulator's case was that Mr Ahmed's approach amounted to an attempt to induce, entice, persuade and/or encourage [redacted] to breach the Code by inviting him to select players in return for financial benefit thereby encouraging an improper influence over the conduct or another aspect of a match.

Mr Ahmed's case on the interpretation of the Code

28. Mr Ahmed's case before the Tribunal in relation to the first three charges, brought pursuant to Articles 2.1.1, 2.1.3 and 2.1.4, was that each must fail because they each require a corrupt approach in relation to a specific match or matches as defined in the Code.

29. The submission made on his behalf as summarised by the Tribunal[5] was that:

    a) the alleged approach, even if it occurred, did not involve an attempt to contrive or influence the conduct of any specific match.

    b) there was no reference in the conversation to any particular match or competition that would be affected, and the Code's definition of match (in Appendix 1) contemplates a defined contest rather than the amorphous concept of franchise tournaments generally.

    c) Article 2.1.1 was forward-looking and applied only where there is a design to influence a match, not where improper influence arises merely as a consequence of prior conduct.

30. The Cricket Regulator's responsive submissions as summarised by the Tribunal[6] were that:

    a) the Code is drafted to prevent any form of an improper influence over matches, whether or not the match in question is pre-identified at the time of the approach.

    b) the language of Article 2.1.1 is disjunctive, covering both *'fixing or contriving'* and *'otherwise influencing improperly'* any match.

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

[5] §167 of the Decision.
[6] §169 of the Decision.

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

e) the Code should be interpreted purposively to avoid creating loopholes.

31. The fourth charge brought was under a more general provision.

32. Charge 4 - Article 2.5.1(b): **Conduct bringing cricket into disrepute.** Article 2.5.1 of the Code provides as an offence:

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

33. The Cricket Regulator's case was that even if the Tribunal did not find Charges 1-3 were established, Mr Ahmed's alleged conduct was improper and capable of damaging the integrity of the sport thereby breaching Article 2.5.1(b).

34. Mr Ahmed, whilst vigorously disputing the facts, accepted in principle this could be made out[7], if the facts were proven to the requisite standard.

35. The Cricket Regulator also relied on Article 2.6.1 of the Code which provides that for the purposes of Article 2:

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

36. The Tribunal found that this provision extended liability to conduct which fell short of a completed offence but which would, had it materialised as intended, constitute a breach

[7] §167(4) of the Decision.

of the Code so that an attempt to commit an offence was equivalent to the offence itself, even if the intended act was not carried out or did not succeed.

Summary

37. As to the competing submissions in relation to the interpretation of these provisions, the Tribunal found in favour of the Cricket Regulator, to its comfortable satisfaction[8].

38. In more detail it found that[9]:

    a) Article 2.1 as indicated by the heading of the section of the Code within which it is contained is concerned with '*Corruption*' rather than match-fixing more narrowly.

    b) Article 2.1.1 does not require an approach to be tied to a specific pre-identified match at the time it is made. The alleged corrupt approach fell within Articles 2.1.1, 2.1.3 and 2.1.4.

    c) An approach need only be directed towards improperly influencing a match when it occurs even if none is specifically identified at the time. An agreement or effort to improperly influence matches falls within Article 2.1.1 even if those matches are only determined at a later date.

    d) The Cricket Regulator's analysis of the structure of Article 2.1.1 was correct: the first clause does not require an agreement to a pre-existing design; it applies where improper influence occurs even as a consequence of prior conduct.

    e) The first clause of Article 2.1.1 is disjunctive. The phrase *'fixing or contriving in any way or otherwise influencing improperly'* is separate from the latter phrase *'being a party to any agreement or effort to fix, contrive, or otherwise influence improperly'*. This meant that the first part of the offence does not require any pre-existing agreement or forward-looking design; it simply considers whether a match was influenced improperly.

[8] §190-192 of the Decision.
[9] §§170-192 of the Decision.

f) Improper influence did not have to be contemplated in advance as part of a design in relation to a specific match. Improper influence needed only be the effect of prior conduct rather than its intended design and liability could be established under Article 2.1.1 even if the corrupt conduct was framed in general terms and later materialised within an actual match.

g) The wording of Article 2.1.1 was deliberately broad and forward-looking prohibiting conduct that constituted an effort to improperly influence a match even if it does not succeed, or forms part of an agreement to improperly influence a match, or has the effect of improperly influencing a match regardless of whether that influence was intended to affect a particular fixture.

h) Article 2.6.1 supported that broad approach, deeming an attempt to improperly influence a future match as equivalent to an actual breach of Article 2.1.1.

i) Accepting Mr Ahmed's interpretation would create a regulatory loophole that is inconsistent with the Code's wording and purpose as well as (to the extent relevant at all given the Tribunal's substantive determination of this issue) the Tribunal's duty to uphold the integrity of cricket. If Mr Ahmed's submission was correct an individual could agree to improperly influence matches in a general sense without naming a specific fixture and later execute that corrupt influence without committing an offence under Article 2.1.1 and a coach or player could accept improper benefits under an open-ended corrupt agreement and only breach Article 2.1.1 if they actively named a match at the time of the agreement.

j) This would lead to untenable and illogical results so that if a corrupt agreement existed where a coach agreed to select players from an agent's roster in exchange for commission without specifying particular matches, no offence was committed, and yet if those players were subsequently selected in matches pursuant to that agreement the effect of the agreement would have been to improperly influence those matches.

39. Although this did not form part of the arguments on appeal, as to the competing submissions in relation to whether franchise cricket structures allow scope for improper influence over player selection, the Tribunal found that:

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

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

c) Mr Ahmed's argument that the process was too structured to allow corruption of this nature was rejected and the Tribunal accepted the Cricket Regulator's case that coaches retain substantial discretion, and an agreement of the type proposed by Mr Ahmed was capable of being carried out.

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

The Statement of Appeal

40. Two specific grounds are advanced in the Statement of Appeal which submitted should result in all four charges being set aside.

Ground 1

41. The Tribunal misdirected itself as a matter of law having incorrectly interpreted:

a) the correct nature of a corruption offence under Article 2.1 of the Code (Charges 1, 2 and 3);

b) Article 2.5.1 in light of the explanatory note to that provision[10]; and

c) the cited Authorities relating to offences under the Code.

[10] *"Articles 2.5.1(b) and 2.5.2(b) are only intended to catch 'disrepute' that when considered in all the relevant circumstances, relates (directly or indirectly) to any of the underlying imperatives of and conduct prohibited by this Anti-Corruption Code (including as described in Article 1.1) …"*

Ground 2

42. The Tribunal did not properly take into account relevant information in its assessment of Mr Ahmed's credibility and, accordingly, reached a decision, that based on the evidence before it, no reasonable panel could reasonably have made.

Decision on standard of review - the correct test

43. Mr Ahmed submits that the modern construction of *'Wednesbury unreasonableness'* is that the more substantially a decision interferes with the affected person's fundamental rights, the greater the intensity of the scrutiny the decision maker must meet in proving that the requirement of reasonableness has been met. Mr Ahmed relies on *ex parte Smith (ibid)*[11].

44. He submits that this more flexible approach, referred to as *'sub Wednesbury'* or *'anxious scrutiny'*, requires the review exercise to balance the original decision with the nature of the competing interest at stake for the individual involved. He also relies on *ex parte Keyu (ibid)*[12].

45. I accept that the decisions of sporting bodies are subject to materially similar standards of review as are public bodies[13].

46. I have taken into account that the impact of the period of ineligibility imposed and the stigma of having been found guilty of a corruption offence has had a serious effect on Mr Ahmed. It requires a very careful review of the Decision in this appeal.

47. However, in my view the correct test remains whether the decision appealed is so unreasonable that no reasonable tribunal could ever have come to it[14]. This is the Wednesbury test set out in Article 7.5.2 of the Code and it requires no modification or nuance in this case.

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[11] R v Ministry of Defence Ex P Smith [1996] Q.B 517.
[12] R (Keyu) v Sec of State [2016] AC 1355 §133.
[13] Bradley v Jockey Club [2004] EWHC 2164 QB §37.
[14] Wednesbury [1948] 1 KB223 at p 230 Lord Greene MR.

48. Whilst the impact on Mr Ahmed of the Decision is significant, breaches by those involved in sport, of rules they have agreed to abide by, as a result of alleged corruption offences and consequent sanctions, are unfortunately not uncommon across all sports.

49. There may be particular facts which require a court or tribunal to apply a higher level of scrutiny in other contexts, for example as was the case where a blanket ban had been imposed on people who argued that their human rights had been infringed in the *ex parte Smith case (ibid)*, or where the European Convention on Human Rights is invoked, as in the *Keyu* case *(ibid).*

50. There is however in my view no reason to apply a more intrusive or different standard of review in this case.

51. Mr Ahmed further relied on *ex parte Begbie*[15] to argue for '*a sliding scale of review',* but that case concerned Government policy and an alleged abuse of power. Lord Justice Laws in applying that phrase to the facts of that case, made clear that the nature and gravity of what is at stake is important. As I have said in my judgment there is no reason to apply a more flexible approach than that set out in the Code to Mr Ahmed's appeal.

Ground 1

52. Did the Tribunal misdirect itself as a matter of law by incorrectly interpreting the correct nature of a corruption offence under Article 2.1 of the Code (Charges 1, 2 and 3) and Article 2.5.1 (Charge 4) in light of the explanatory note to that provision[16] and the cited Authorities relating to offences under the Code?

Scope of the Code

53. Mr Ahmed relies in his appeal on Article 1.1.1 of the Code which says:

> *"All cricket matches are to be contested on a level playing-field, with the outcome of every ball and every cricket match to be determined solely by the respective merits of the competing teams and, therefore, to remain uncertain until each ball*

[15] R v Sec of State ex parte Begbie [2000] 1 WLR 1115.
[16] *"Articles 2.5.1(b) and 2.5.2(b) are only intended to catch 'disrepute' that when considered in all the relevant circumstances, relates (directly or indirectly) to any of the underlying imperatives of and conduct prohibited by this Anti-Corruption Code (including as described in Article 1.1) …"*

is bowled and until the cricket match is completed. This is the essential characteristic that gives sports its unique appeal."

54. This, it is said, makes clear that the anti-corruption framework exists to protect cricket against match-fixing and related manipulation which compromises the integrity of the sporting contest and the uncertainty of outcome. [redacted] It should not be used, on his case, where his alleged conduct did not affect the uncertainty of outcome on the playing field or compromise the integrity of a particular sporting contest.

55. He submits that a purposive approach should have been taken by the Tribunal to the construction, interpretation, and application of corruption offences under the Code, informed significantly by the considerations set out in Article 1 and the jurisprudence to date under the Code[17].

56. The main thrust of Mr Ahmed's argument is that the Article 2.1 offences require more than improper influence over *'the conduct or any other aspect of any match'*. [redacted]

57. This he says is consistent with the correct territory for the Code which is to regulate match-related fixing and manipulation, not to stray into other related corrupt activity which may properly be the domain of the ECB Agents Regulations.

58. He submits that:

    a) the approach taken by the Cricket Regulator and the Tribunal is unsustainable in the light of a proper construction of the relevant provisions and that the reasoning of the Tribunal shows '*a quite extraordinary and unjustified divergence from the settled jurisprudence and prior authorities in this area'*[18].

    b) the practical implications of the broad conception of the Code found by the Tribunal would be absurd, conferring a degree of power on the Cricket Regulator that was

[17] §40 Statement of Appeal.
[18] Statement of Appeal §29.

never intended and would serve to undermine the fight against match related fixing and manipulation in cricket.[19]

c) the charges found proven by the Tribunal represent a novel development in the cricketing integrity landscape and a significant departure from the established position under the Code.

d) with regard to Charge 4 he submits that the Tribunal has paid insufficient attention to the explanatory note which makes clear that Articles 2.5.1(b) and 2.5.2(b) are only intended to catch disputes that relate to Article 1.1 (match fixing or manipulation conduct) not as a catch all for conduct wider than this.

Cited authorities

59. Mr Ahmed argues that the three authorities relied on by the Cricket Regulator and which were referred to in the Decision: *ICC v Zoysa (7 April 2021); ICC v Lokuhettige (7 April 2021) and ICC v Jayasundara (21 June 2021)* were each factually so different that they were of no relevant assistance.

Decision on scope of the Code

60. I do not accept that the Tribunal was wrong to the standard of 'Wednesbury unreasonableness' to find that the Code is not confined to match-fixing and related manipulation of a specified match.

61. The relevant offences under Article 2.1 are under the heading '*Corruption*' and it was not irrational or otherwise wrong in law for the Tribunal to decide, applying the standard principles of interpretation of legal documents, that they should not be so confined.

62. Further support that Article 1 is not to be so restricted can be found in the provision itself which states at Article 1.1.5:

> "*The ECB is committed to taking every step in its power a) to prevent corrupt practices undermining the integrity of the sport of cricket, including any efforts to influence improperly the outcome or any other aspect of any match; and b) to*

[19] Ibid §30.

preserve public confidence in the readiness, willingness and ability of the ECB to protect the sport from such corrupt practices".

63. As to the submission that there have been no reported cases in this area, the Cricket Regulator has accepted that neither it nor the ECB had previously received a report of a corrupt approach of the specific kind reported by [redacted][20] and so to that extent it can fairly be said that this case is novel. That does not assist on the question of whether the Tribunal wrongly interpreted the relevant rules to a *'Wednesbury unreasonable'* standard. The Code expressly applies to participants which include agents[21].

Interpretation of the Code

Cited authorities

64. The Decision makes no mention of *Jayasundara* or *Lokuhettige.* These were cases the Cricket Regulator has said were referred to on sanction to assist the Tribunal after the decision had been made and after Mr Ahmed had been found liable on all four charges under Article 2.1[22].

65. In my view, the Tribunal did not err in referring to *Zoysa*[23] because it clearly understood and recognised that the factual background was different. In *Zoysa* the matches in question were part of an identifiable series, but in Mr Ahmed's case the approach was in the context of franchise tournaments in general[24].

66. However, in my view, this is a distinction without a difference. The rules being interpreted were substantially similar and the Tribunal were perfectly entitled to take the reasoning in *Zoysa* into account.

67. The Tribunal made clear that the decision added further support to, but was nothing more than additive to, the Tribunal's conclusion that Charges 1 to 3 did not turn on whether a match was identified at the time of the approach[25].

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[20] Reply §37.
[21] Article 1.5.3.
[22] Reply §53.
[23] §§185-189 of the Decision.
[24] §186 of the Decision.
[25] §188 of the Decision.

68. In *Zoysa* the Tribunal, in my view, relevantly held that a corrupt approach can be directed towards future matches without the need for precise identification of a match at the time.

> "*…the phrase 'any international match' does not require identification of a specific international match or matches provided that the person charged took, or… attempted to take, any step which, had the attempt proceeded, would have culminated in the fixing or improper influencing of an international match. The reference to 'any international match' is general. It was not intended to be a loophole through which corruption and improper influence could be enabled'*[26].
>
> *"…Considering the mischief to which the ICC code is directed, i.e. corruption (see generally Article 1) it cannot make any sensible difference from that perspective if someone in Mr Zoysa's position solicits an international player to throw away his wicket in unspecified or specified international matches…"*[27].

69. The Tribunal were entitled to take this into account in the way they did.

70. The Tribunal's critical findings on the language of Article 2[28] were that Mr Ahmed's approach fell within the scope of Articles 2.1.1, 2.1.3, and 2.1.4 of the Code, which:

    a) prohibit improper influence over matches;

    b) prohibit offering benefits to participants to engage in corrupt conduct; and

    c) prohibit soliciting another participant to breach the code.

71. None of these findings seem to me to meet the test of Wednesbury unreasonableness, so that no reasonable Tribunal could arrive at those conclusions.

72. The Tribunal heard extensive argument on these provisions[29] and carefully analysed their meaning and effect.

73. In my judgment the Tribunal's conclusion that:

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[26] Zoysa §11.1.
[27] Ibid §11.3.
[28] §6(5) and 172 of the Decision.
[29] pp 6-25 Day 1 transcript.

a) the wording in Article 2 of the Code covered a wide range of corrupt conduct threatening the fairness and integrity of cricket; and

b) set out offences which prohibited conduct amounting to any effort to contrive or otherwise influence improperly the conduct or any other aspect of any match was not Wednesbury unreasonable.

74. It seems to me that the Tribunal were correct to interpret Article 2.1 as addressing improper conduct of a corrupt nature that can impact the integrity of matches in general. Team selection is an important element of any match and if it can be rigged the game will lose its competitive credibility.

75. On the facts as found by the Tribunal, Mr Ahmed's attempt to influence player selection for improper financial gain was obviously connected to the conduct of matches in franchise cricket tournaments. This was not an irrational determination or otherwise wrong in law.

76. I find that on a plain reading of the Articles, they cover a corrupt approach to improperly influence team selection and matches yet to be identified. The finding of the Tribunal that the approach does not need to be linked to a particular match and needs only to be directed towards improperly influencing a match when it occurs is not Wednesbury unreasonable.

77. Moreover, the finding that Article 2.6.1 operated as a deeming provision to extend liability to conduct falling short of a completed offence which would, had it materialised as intended, constitute a breach of the Code was also not Wednesbury unreasonable.

78. In my view it was also not irrational for the Tribunal to conclude that to follow Mr Ahmed's construction would be likely to result in exploitable loopholes which would lead to untenable results[30] for the integrity of cricket.

79. Finally, the argument that the Tribunal has irrationally paid insufficient attention to the explanatory note (which it is argued makes clear that Articles 2.5.1(b) and 2.5.2(b) are only intended to catch disputes that relate to Article 1.1 (match fixing or manipulation conduct), is also rejected for the same reasoning. It was not irrational for the Tribunal to

[30] §§178-184 of the Decision.

decide that Mr Ahmed's conduct, as found by the Tribunal, was improper and capable of damaging the integrity of the sport.

Ground 2

The Tribunal did not properly take into account relevant information in its assessment of Mr Ahmed's credibility and, accordingly, reached a decision, that based on the evidence before it, no reasonable panel could reasonably have made.

80. Mr Ahmed in his Statement of Appeal relies on the absence of any incriminating evidence, for example on his phone and his financial records. The submissions made on his behalf were dealt with by the Tribunal at paragraphs 149 to 153 and 154 to 157 of the Decision respectively.

81. Mr Ahmed argues that the Tribunal failed to give due weight to these submissions and so failed to properly take into account relevant information which is shown by the complete lack of incriminating evidence against Mr Ahmed, in its assessment of his credibility.

82. As to these arguments, the Tribunal found that:

    a) the alleged corrupt approach was made in a face-to-face meeting so it was unsurprising that no direct electronic or written evidence would exist.

    b) having heard the evidence of Mr Smith in relation to the forensic extraction process of data from Mr Ahmed's mobile phone, the possibility of lost or inaccessible data could not be ruled out.

    c) the absence of data records did not materially assist Mr Ahmed's case in the circumstances.

83. These were not, on the evidence, findings which in my view were in any way irrational.

84. As to financial records, the Tribunal acknowledged that no direct financial evidence of corrupt payments had been produced but said that no payment was alleged by the Cricket Regulator to have been made and so was of no material significance. Again, that was not a decision which was irrational in the circumstances. Given that the approach did not

proceed as a result of [redacted] actions in response to it, the Tribunal did not make these findings, as to the lack of incriminating evidence, irrationally.

85. Mr Ahmed argues that he is a man with an unblemished record in the sport and consistently denied the factual account of [redacted]. [redacted] account provided the sole evidential support from which the Tribunal expressed itself *'comfortably satisfied'* that there had been a corrupt approach. That decision, it is submitted, is a decision which, based on the evidence, no reasonable tribunal could have made.

86. In assessing this ground of appeal, I have also reviewed the transcript of the cross-examination of Mr Ahmed[31] and the findings of the Tribunal as to his credibility[32]. The Tribunal said that whilst the absence of independent corroboration is a factor to be considered when weighing the evidence, it did not preclude a finding that charges involving serious allegations are established if the tribunal is comfortably satisfied that the allegations are proved on the evidence of a single witness[33]. In my judgment, it was not Wednesbury unreasonable for the Tribunal to have come to that view on the evidence.

87. The Tribunal correctly directed itself as to the threshold of comfortable satisfaction[34]. It carefully weighed the credibility, consistency and reliability of the witnesses who gave oral evidence, the broader factual context in which the alleged events took place, and the absence or presence of corroborative evidence[35].

88. The Tribunal preferred and unhesitatingly accepted [redacted] evidence over that of Mr Ahmed having assessed both witnesses after cross-examination.

89. It found that [redacted] account had been clear, consistent and moderate throughout and is recorded in two contemporaneous documents: dated 6 September 2023 (the day after the meeting) and 14 September 2023 (9 days after the meeting).

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[31] Transcript Day 1pp104-168
[32] §§113-120 of the Decision
[33] §24 of the Decision.
[34] §§25-27 of the Decision.
[35] §28 of the Decision.

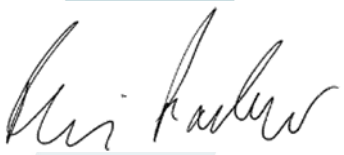
90. It found that [redacted] had no reason to fabricate his account and that the core components of the allegation were highly unlikely to have been misconstrued by him.

91. By contrast it found Mr Ahmed's evidence was inconsistent, evasive and at times disingenuous. The Tribunal concluded that he was not a credible witness.

92. These findings arrived at by the Tribunal, after careful examination of the evidence and assessment of the credibility of both [redacted] and Mr Ahmed, cannot be said to be Wednesbury unreasonable. This ground also fails.

93. For the reasons given above, this appeal fails. Mr Ahmed does not separately appeal the Tribunal's decision on sanction[36].

94. The result is that the Tribunal Decision on liability, that Mr Ahmed is guilty of corruption offences (Charges 1, 2, 3 and 4), stands and as a consequence, so does the Tribunal Decision on sanction.



Raj Parker
Sole Arbitrator
27 October 2025
London, UK

[36] See §65 Statement of Appeal.