

**BEFORE THE ANTI-CORRUPTION TRIBUNAL
(THE PAKISTAN CRICKET BOARD)**

In the matter of

Pakistan Cricket Board Vs. Mr. Khalid Latif

For the Pakistan Cricket Board.

Mr. Taffazul Haider Rizvi, ASC, Pakistan Cricket Board.

Mr. Haider Ali Khan, Advocate, Pakistan Cricket Board.

Mr. Salman Naseer, G. M. Legal Affairs, PCB.

For the Participant

Nemo.

D E C I S I O N

This decision elaborating reasons is being made under Article 5.2.1 of the Pakistan Cricket Board's, Anti-Corruption Code for Participants 2015, and is in continuation of the substance of decision



announced on 20th September, 2017, in terms of Article 5.2.3 of the Code which shall be deemed to be a part and parcel of this Decision.

1. The instant cause arises from charges brought against Mr. Khalid Latif, by the PCB in relation to a match of Pakistan Super League played between Islamabad United and Peshawar Zalmi, on 9th February, 2017.
2. The Pakistan Super League is a domestic tournament of the Pakistan Cricket Board, its second edition (PSL-2) was played at UAE in February, 2017. Five teams namely, Islamabad United, Peshawar Zalmi, Quetta Gladiators, Karachi Kings and Lahore Qalandars, comprising both Pakistani and Foreign Cricketers, participated in PSL-2. Mr. Khalid Latif was a player and member of Islamabad United.



3. Mr. Khalid Latif is a Cricketer who made his international debut for Pakistan in 2004. He has represented Pakistan in Five (05) One Day Internationals and Thirteen (13), Twenty/Twenty Internationals, by virtue of his selection to participate in matches played under the jurisdiction of Pakistan Cricket Board, he is a Participant, within the meaning of Article 1.4 of the Code.
- Mr. Khalid Latif is thus according to the PCB, bound by the Pakistan Cricket Board's, Anti-Corruption Code for Participants, 2015. He has attended various Anti-Corruption, education sessions and lectures, and is thus fully conversant and aware of the Participant's obligations under the Code.
4. Mr. Khalid Latif attended one such lecture on 9th February, 2017, the day of the opening match of PSL-2, scheduled between Islamabad United and Peshawar Zalmi, this lecture contained a



categorical reminder, not to engage in any corrupt activity, the lecture was shorter than its usual duration.

5. After the lecture, on 9th February 2017, Mr. Khalid Latif, Cricketer according to the PCB, knowingly met with a bookie/fixer, called Yousaf Anwar, twice, firstly on the evening of 08.02.2017, when he was picked up by this bookie from his hotel (Conrad Hotel), a meeting took place, during this meeting the bookie/fixer allegedly discussed, fixing and modalities for monetary payment and settled details in exchange for carrying out act/acts which fall within the ambit of Corrupt Conduct. The offer made by Yousaf to Mr. Khalid Latif, as alleged was to fix a part of the match to be played on 9th February, 2017, in the evening between Islamabad United and Peshawar Zalmi, in Dubai (the Match) by playing two balls as dot (balls), when he comes on strike, in the beginning of any over,



after the first over. An 'accomplice' of the bookie was also present. As a signal to indicate to the Bookie that Khalid would commit spot fixing, they offered him three different coloured Bat Grips which were agreed to be placed on his bat during the Match, Khalid accepted the offer to engage in this act and took the Bat Grips.

6. The next day (09.02.2017), Khalid Latif, again met the bookie/fixer (Yousaf Anwar) and this time also took along Mr. Sharjeel Khan (also a cricketer of Islamabad United) to a Café near Conrad Hotel, situated on Sheikh Zayed Road, Dubai. In this (second) meeting, Yousaf, also made a similar offer to Mr. Sharjeel Khan, to fix part of the PSL Match, to be played on the same day, in the evening between Islamabad United and Peshawar Zalmi, in Dubai.



7. The Match was played on 09.02.2017, as scheduled but Khalid Latif, was not selected by the Team Management, to be a part of the playing eleven for the Match, however, Sharjeel Khan was selected and he carried out the this act as agreed.
8. After the completion of the match, three Cricketers, Mr. Khalid Latif, Mr. Sharjeel Khan, and Mr. Muhammad Irfan, were separated from the rest of the squad for alleged violation of the PCB's Anti-Corruption Code. Their cell phones and kit bags were taken into custody, these Cricketers were taken to International Cricket Council (ICC) Headquarters, where they were interviewed on the night of 9th/10th February, 2017, by the Pakistan Cricket Board and ICC, Anti-Corruption Officials. Col ® Khalid Mehmood, Col. ® Muhammad Azam Khan and



Mr. Hassan Raza of the PCB, also acted as interpreters/translators, for Cricketers (Audio recordings viewed).

9. The PCB in exercise of the powers contained in Article 4.7.1(a) of the Code for Participants, 2015, decided to Provisionally Suspend them on 10th February, 2017, Mr. Khalid Latif and Mr. Sharjeel Khan were sent back to Pakistan the same day (10.02.2017).
10. On 13th February, 2017, a Notice of Demand was issued to Mr. Khalid Latif, under Article 4.3 of the Code, to appear before Pakistan Cricket Board's, Vigilance and Security, Department, for an interview. The interview was conducted on 17th February, 2017. (Video recording viewed).
11. On 18th February, 2017, a Notice of Charge, under Article 4.6 of the Pakistan Cricket Board's Anti-Corruption Code for Participants,



2015, was issued to Mr. Khalid Latif, it contained the following

charges:-

1.	Charge No. 1.	Breach of Article 2.1.1 of the Code by agreeing to fix aspects of PSL Match played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai.
2.	Charge No. 2	Breach of Article 2.1.2 of the Code by ensuring for Betting and /or other corrupt purposes the occurrence of particular incident in the PSL Match played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai.
3.	Charge No. 3.	Breach of Article 2.1.3 of the Code by seeking and agreeing to accept bribe and/or other Reward:- (a) To fix aspects of the PSL Match played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai. (b) For Betting and / other corrupt purposes the occurrence of a particular incident in the PSL Match played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai.
4.	Charge No. 4.	Breach of Article 2.1.4 of the Code by directly and indirectly soliciting, enticing, instructing, persuading, encouraging and / or intentionally facilitating Sharjeel Khan to breach Articles 2.1.1, 2.1.2 and 2.1.3 of the Code in respect of the PSL Match played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai.
5.	Charge No. 5	Breach of Article 2.4.4 by failing to disclose to the PCB Vigilance and Security Department (without unnecessary delay) full details of the approaches and invitations received by Khalid Latif Cricketer to engage

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		in Corrupt Conduct under the Code in respect of PSL Match played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai.
6.	Charge No. 6	Breach of Article 2.4.5 by failing to disclose to the PCB Vigilance and Security Department (without unnecessary delay) full details of the approaches and invitations received by Sharjeel Khan Cricketer to engage in Corrupt Conduct under the Code in respect of PSL Match played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai.

The corresponding punishments prescribed under the Code are

also reproduced:-

CHARGES	ANTI-CORRUPTION CODE OFFENCE	RANGE PERMISSIBLE PERIOD OF INELIGIBILITY	OF ADDITIONAL DISCRETION TO IMPOSE A FINE
Charge No. 1.	Breach of Article 2.1.1 of the Code by agreeing to fix PSL Match played between Islamabad United and Peshawar Zalmi on 09-02-2017 in Dubai.	A minimum of five (5) years and a maximum of a lifetime.	In all cases, in addition to any period of ineligibility the Anti-Corruption Tribunal shall have the discretion to impose a fine on the Participant of such amount as it deems appropriate.
Charge No. 2	Breach of Article 2.1.2 of the Code by ensuring for Betting and /or other corrupt purposes the occurrence of particular incident in the PSL Match played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai.	A minimum of One (1) years and a maximum of a lifetime.	
Charge No. 3.	Breach of Article 2.1.3 of the Code by seeking and agreeing to accept bribe and/or other Reward:- (c) To fix aspects of the PSL Match played between Islamabad United and Peshawar Zalmi on 09.02.2017 in	A minimum of One (1) years and a maximum of a lifetime.	

	Dubai. (d) For Betting and / other corrupt purposes the occurrence of a particular incident in the PSL Match played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai.		
Charge No.4	Breach of Article 2.1.4 of the Code by directly and indirectly soliciting, enticing, instructing, persuading, encouraging and / or intentionally facilitating Sharjeel Khan to breach Articles 2.1.1, 2.1.2 and 2.1.3 of the Code in respect of the PSL Match played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai.	A Minimum of five (05) years and maximum of a lifetime.	
Charge No. 5.	Breach of Article 2.4.4 of the Code by failing to disclose to the PCB Vigilance and Security department (without unnecessary delay) full details of the approaches and invitations received by Khalid Latif Cricketer to engage in Corrupt Conduct under the Code in respect of PSL Match played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai.	A minimum of six (6) months and a maximum of a lifetime.	
Charge No. 6	Breach of Article 2.4.5 by failing to disclose to the PCB Vigilance and Security Department (without unnecessary delay) full details of the approaches and invitations received Sharjeel Khan to engage in Corrupt Conduct under the Code in respect of PSL Mach played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai.	A minimum of six (6) months and a maximum of a lifetime.	

12. Mr. Khalid Latif responded to the Notice of Charge through his

Counsel by sending a reply to the PCB on 3rd March, 2017.

13. The Pakistan Cricket Board, is a statutory body established under section 3, of The Sports (Development and Control) Ordinance, 1962. The Federation of Pakistan in exercise of these powers constituted a Board (PCB) and published the Constitution of Pakistan Cricket Board in No. SRO No. 43, (K.E) 2014 in the Gazette of Pakistan, Extra Ordinary dated 30th August, 2014. The Board of Governors constituted under the Constitution of the PCB, in the 38th meeting held on 17, November, 2015, approved and updated the Pakistan Cricket Board's, Anti-Corruption Code for Participants, 2015 (thus wherever the word "**Code**" is used it would mean the Pakistan Cricket Board's Anti-Corruption Code, for Participants, 2015).



14. In view of the peculiar events and circumstances narrated above,
the PCB constituted a Three Members Anti-Corruption Tribunal,
comprising of the following:-

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|----|-----------------------------------|----------|
| a) | Mr. Justice ® Syed Asghar Haider. | Chairman |
| b) | Lt. Gen. ® Tauqir Zia. | Member |
| c) | Mr. Wasim Bari. | Member |

15. The Tribunal was requested specifically to initiate proceedings
against Mr. Khalid Latif, (a cricketer), for violating the Pakistan
Cricket Board's, Anti-Corruption Code for Participants, 2015, in
terms of the charges enumerated above.

16. The Pakistan Cricket Board, made all necessary arrangements for
smooth and un-interrupted functioning of the Tribunal. In
pursuance thereof, the Tribunal issued Notice to the PCB and the
Participant, to appear, on 24th March, 2017. The Participant made



a request for adjournment, on grounds of indisposition, it was granted and the matter was adjourned to 31st March, 2017.

17. The parties appeared alongwith their Counsel, Mr. Taffazul Haider Rizvi and Mr. Badar Alam, Advocates on behalf of PCB and Khalid Latif respectively, they filed Wakalatnamas. On this day a Preliminary Hearing, in terms of Article 5.1.3, of the Code, was held. It was agreed by the parties, with the approval of the Tribunal, that the PCB, will file the Opening Brief fulfilling all requirements of Article 5.1.4.2 (a) of the Code on 14th April, 2017. Thereafter, the Participant will file an Answering Brief fulfilling the requirements of 5.1.4.2 (b) of the Code on 5th May, 2017. The PCB if it so desires may file a Reply Brief in terms of 5.1.4.2 (c) of the Code on 10th May, 2017. It also was agreed that thereafter the proceedings would be held on day to day basis, from 19th May,

2017, onwards in accordance with the procedure ordained in Article 5.1.4.2 of the Code. In the meanwhile, the Participant filed W.P. No. 12745/2017, titled Khalid Latif Vs. Federation of Pakistan and others, in the Hon'ble Lahore High Court, Lahore, inter alia, challenging the authority of the PCB to constitute the Tribunal etc. This petition was dismissed on 14th April, 2017, the Participant assailed the order passed in this petition, by filing ICA No. 650/2017, later this appeal was also dismissed by the Hon'ble Lahore High Court, Lahore. The Counsel of the Participant thereafter sent an intimation to the Registrar of the Tribunal, stating that he has challenged this Order in the Hon'ble Supreme Court of Pakistan, but did not communicate any order regarding the suspension of proceedings before this Tribunal so the proceedings continued.



18. The PCB, as agreed filed the Opening Brief on 14th April, 2017.

The Participant filed the Answering Brief as agreed, with a stipulation, that he does not submit to the jurisdiction to this Tribunal or the PCB which was duly recorded. The PCB thereafter filed the Reply Brief as agreed. It would also be advantageous, to state here that the Participant during the course of these proceedings filed various applications. However two applications warrant mention here specifically for further progress of the matter. The first application (C.M. No. 2/2017) pertained to the eligibility of the Chairman and the Members of the Tribunal to continue with the proceedings or otherwise, while the other application (C.M. No. 6/2017) pertained to the supply of Audio/Video recordings of the proceedings conducted by the Tribunal on 19th May, 2017. This application was dismissed in



view of the bar as contained in Article 5.1.11 of the Code which unequivocally states that the recordings are for the private deliberations of the Tribunal only. The other application pertaining to the extent of eligibility of the Members of the Tribunal to continue with the proceedings was dismissed by the Chairman, while the matter of the eligibility of the Chairman of the Tribunal to continue with the proceedings or not, was referred to the Chairman, PCB, for adjudication by the Chairman of the Disciplinary Panel. The PCB entrusted this matter to Mr. Justice ® Fazal-e-Miran Chohan, who dismissed it.

19. It will also be advantageous to state here that the Participant boycotted the proceedings observing that he will not attend the proceedings till the copy of the Audio/Video recording as desired by him was not supplied. After dismissal of the application by Mr.



Justice ® Fazal-e-Miran Chohan regarding the eligibility of the Chairman of the Tribunal, a fresh notice was issued to the parties to enter appearance. In pursuance thereof, the learned Counsel for the Participant, joined proceedings conditionally and both parties on the asking of the Counsel for the Participant and sanction of the Tribunal agreed to file Final Written Arguments by 26th July, 2017. The PCB filed the Written Arguments as agreed but the Participant instead of filing Final Written Arguments as agreed filed 04 miscellaneous applications, which were decided. The Participant was again directed to file Final Written Arguments by 09th August, 2017, as agreed earlier, otherwise the matter would be decided on the material available on record. The Participant, did not heed this direction and violated the timeline set but ultimately sent an e-mail containing his Final Written



Arguments on 22nd August, 2017, which were duly considered by the Tribunal and thereafter the substance of the decision in terms of Article 5.2.3 of the Code, was announced on 20th September, 2017, which shall be deemed to be a part and parcel of the instant decision.

20. The learned Counsel for the PCB contended that the PCB is the Supreme Cricketing Body in Pakistan and therefore it has jurisdiction and control over all Cricketing affairs and matters. To substantiate his viewpoint he referred, inter alia, to Articles 1.4, 1.10, 1.5.1. 1.5.2, 1.5.3. 1.5.7. and adverted to the menace of Spot Fixing, Corruption and remedial measures taken, to ward off, the occurrence of these incidents in future, thus the necessity of updating and implementing the present Code. To substantiate its claim further the PCB produced the following witnesses:-



1. PW.1 Mr. Zohaib Khan.
2. PW-2. Col ® Khalid Mehmood Khan
3. PW-3. Mr. Umar Amin
4. PW-4. Mr. Salman Naseer
5. PW-5. Col ® Mohammad Azam Khan
6. PW-6. Sir Ronald Flanagan

The Counsel also tendered the following documentary evidence:-

Ex. P-1. Deposition of Mr. Zohhaib Khan

Ex-P-2. Statement of Col. ® Muhammad Khalid Mehmmod.

Ex-P-3. Statement of Mr. Umar Amin.

Ex. P-4. Statement of Mr. Salman Naseer.

Ex-P-5. Letter of Authority.

Ex-P-6. Notice of provisional suspension

Ex-P-7. Statement of Col. Mohammad Azam

Ex-P-8. letter of authority issued by PCB to Col. Azam

Ex-P-9. Notice of Demand issued by PCB

Ex-P-10. the Anti-Corruption Declaration by Khalid Latif.

EX-P-11. the Anti-Corruption declaration
by Khalid Latif by 29.2.2014

Ex-P-12. Copy of attendance register.

Ex-P-13. Permission of Khalid Latif to
download data from his mobile Phones

Ex-P-14. Inter Office Note of PCB stating
the procurement in custody from Khalid
Latif of Mobile Phones and three bat
grips.

Ex-P-15. Notice of Disciplinary charge
dated 18.2.2017

Ex-P-16. Audio/Video interview of Khalid
Latif, WhatsApp messages and audio
messages.

Ex-P-17. Report of Mobile Data technical
analysis

Ex-P-18. Green Coloured Bat Grip

Ex-P-19. White Coloured Bat Grip

Ex-P-20. Orange Coloured Bat Grip.

(All recovered
from the bag
of Khalid
Latif)

Ex-P-21. Bat with green coloured Bat
Grip.

Ex-P-22. Bat with white coloured Bat
Grip

Ex-P-23. Bat with orange Coloured Bat
Grip

Ex-P-24. Samsung Mobile recovered
from Khalid Latif

Ex-P-25. Golden Coloured iPhone
recovered from Khalid Latif.

Ex P-26. Statement of Sir Ronald Flanagan.

Mark "B" PCBs Anti-Corruption Programme

Mark "C" Urdu version of PCB Anti-
Corruption Programme.



21. He thereafter, referred to the depositions of the witnesses made and the documentary evidence tendered to prove the commission of infractions in terms of the Code. He specifically referred to the interviews of Mr. Khalid Latif and Sharjeel Khan conducted at Dubai and Lahore, the messages received on the recovered mobile phones, the Bat Grips which were recovered from Participants bag, the contradictions in the stance of the Participant, the questionable character of the Participant, highlighting his non-performance of responsibilities as enunciated in the Code, his suspicious meetings with the Bookie/Fixer and lastly contending that there is no counter evidence to rebut the depositions of the witnesses produced by the PCB and the documentary evidence tendered, consequently PCB has adequately discharged the burden of proof in terms of Article 3.1

of the Code, thus the charges stand proved, therefore, the Participant be held ineligible to play cricket for life and also be subjected to fine.

22. Conversely the learned Counsel for the Participant, in his Written Arguments made on behalf of Mr. Khalid Latif challenged the authority of the Pakistan Cricket Board to constitute the Anti-Corruption Code and initiate proceedings before the Anti-Corruption Tribunal, the vires and authority of the PCB to legislate in this context and the Code as framed is in conflict with the fundamental laws of Pakistan consequently the maintainability of the proceedings before the Tribunal are illegal and non-maintainable and without jurisdiction. The Participant was under misconception regarding recording of evidence, the depositions of PCB's witnesses recorded is not in consonance with law, the

Tribunal arrogated to itself the authority to cross-examine the witnesses of the PCB and infact improved its case by filling up gaps and holes thus the Complaint filed by the PCB be dismissed.

23. We have perused the record, the depositions of the witnesses produced by the PCB, the documentary evidence tendered by the PCB, the Written Arguments filed by the learned Counsel for the Parties, the Opening Brief and Reply Brief by PCB, and Answering Brief by the Participant alongwith all ancillary material as required in terms of Article 3.2.1 of the Code.
24. We would firstly deal with the legal objections raised by Mr. Badar Alam, the learned Counsel for the Participant. It is essential to point out here that as far as the question of eligibility of the Chairman and the Members of the Tribunal is concerned, as



applications made in this context were dismissed by competent forums and have not been assailed in the next higher designated forums therefore they have attained finality and thus warrant no interference from us.

25. The other legal questions raised qua the authority of the PCB to legislate, jurisdiction and maintainability are almost similar and identical to as raised in Writ Petition No. 12745/04/2017 titled "Khalid Latif Vs. Federation of Pakistan. The Hon'ble Lahore High Court, Lahore, has adequately addressed them, therefore we will reproduce the operative part of the Order passed to settle the matter:-

"5. PCB was created under the Sports (Development and Control) Ordinance, 1962 (the **Ordinance**). Under section 3(1) read with section 4 of the Ordinance, the Federal Government promulgated



the constitution of the PCB through Notification dated on 10.07.2014 (**the Constitution**).

6. Article 12 of the Constitution of PCB stipulates the duties and functions of the Board of Governors and grants wide powers to PCB including the formulation of Regulations and Codes for devising policies relating to efficiency, discipline and recruitment or any other matter relating to the players and appointment of adjudicators. The board of Governors of PCB in its meeting held on 17.11.2015 promulgated the Code which is in line with the Anti-Corruption Code published by the International Cricket Counsel. Paragraph No. 5.12 of the said Code empowers the Chairman PCB to appoint three Members of the Anti-Corruption Tribunal from amongst persons mentioned therein.

7. Section 5, of the Ordinance also grants unto the Board the powers to make rules and regulations for carrying its objects into effect.

8. The aforementioned provisions of the Ordinance as well as the Constitution make it abundantly clear that the Code was validly promulgated and that the Tribunal was also lawfully constituted by the Chairman



of PCB. The only question that requires determination is whether the Code was required to be published in the official gazette or not.

9. Neither the Ordinance nor the Constitution contains any clause obligating the PCB to get the Code published in the official gazette. *Saghir Ahmed's* case clearly held out that no hard and fast rule can be laid down on the legal effect of non-publication of a Notification in the official gazette. The said case on its facts made publication of a Notification in the official gazette as mandatory in the eventuality "*.....where rights or liabilities of other persons are involved*". Explaining the rationale of publication of a Notification in official gazette with reference to the *Saghir Ahmad's* case, a learned Division Bench of the Sindh High Court in *Mst. Ummatullah's* case held that it would "*.....inspire public confidence in the policy decision and promote the system of good governors and transparency.*" These decisions are clearly not applicable to the facts of the present case in as much as the Notifications under challenge in the said cases related to public authorities dealing with matters concerning public/third party. *Saghir Ahmad's* case



dealt with Punjab Acquisition of Land (Housing) Act, 1973 under the provisions of which a Notification under section 4 of the said act required its publication in the official gazette. Similarly, the provisions of Sindh Building Control Ordinance, 1979 were in issue in *Mst. Ummatullah's* case. In the present case, the Code deals specifically with the cricketers who are in contractual relationship with the PCB. The Code therefore, does not deal with rights and liabilities of the third parties. Its publication in the official gazette, as stated earlier, was not mandatorily required either by the Ordinance or by the Constitution of PCB. In the circumstances, the non-publication of the Code in the official gazette does not make it void *ab-initio*.

10. This writ petition being devoid of any merit is accordingly **dismissed in limine.**".....

This order was challenged by the Participant, Mr. Khalid Latif in ICA No. 650/2017, but it too was dismissed.

As both forums referred to above are superior to this Tribunal, therefore, the decisions made by them are binding on us,



consequently, the objections raised in this regard , are accordingly dismissed.

26. The objection raised by the learned counsel for the Participant that the Chairman PCB could not delegate his Authority to the Chief Operating Officer, who in turn signed all relevant documentation filed before this Tribunal, including the authority delegated to Mr. Taffazaul Haider Rizvi, learned Counsel for the PCB, to plead before this Tribunal, thus these acts are ineffective in law. To address this matter, it is essential to state that the PCB, admittedly is a Statutory Body enacted by the Federation of Pakistan as also accepted by the Judicial Forums, thus all rules and regulations regarding the functioning of Statutory Bodies would ipso facto, be applicable to the PCB. It would be advantageous to state here that the proceedings before this Tribunal are Administrative Proceedings between the PCB and a Cricketer, therefore, they cannot be enslaved by technical legal

objections. The procedure in Administrative Proceedings is independent and distinct from the procedure envisaged for Criminal Prosecution or Judicial Proceedings, notwithstanding this, even in judicial proceedings, conducted by or against the Government or Statutory Bodies under its Authority, like the PCB, the provisions of Order XXVII CPC are applicable, they envision and postulate that the Government can delegate authority by a General or Special order to any person, as the provisions Order XXVII C.P.C. are fully applicable to PCB in terms of Article 1.11 of the Code, therefore the PCB and its functionaries were well within their rights and authority to delegate these powers to all concerned persons, who have also acted within the parameters of law in this regard. Further once authority is delegated to a person unless it is revoked expressly it would deem to continue, the updating of the Code, prior to, or afterwards, will not effect it, infact the Code was merely streamlined further to augment the



resolve of the PCB, to eradicate the menace and scourge of corruption in Cricket. Therefore the objection is without merit and hence rejected.

27. The next objection regarding the Tribunal's use of the word 'Final Hearing', instead of Full Hearing in its order dated 31.03.2017, (the date of preliminary hearing) and the Participant's stance that there is no mention of production of evidence specifically, thus his assumption that these proceedings would be restricted only to exchanging of briefs and arguments.

28. We would like to reproduce and elaborate in some detail. The said Order is reproduced for a comprehensive analysis, and understanding, it reads:-

"Mr. Haider Ali Khan, Advocate has filed Vakalatnama on behalf of the Pakistan Cricket Board (Rizvi & Rizvi). Let it be placed on record.

Mr. Badar Alam, Advocate for the Participant, has tendered his Vakalatnama, alongwith an application, for supply of certified copies. Copy of the application was handed over to the other party. After examining the application, Counsel for the PCB, provided the requisite copies as requested



by the Participant, consequently, this application has borne fruit and is accordingly disposed of.

Today a preliminary hearing was held under the Pakistan Cricket Board's Anti-Corruption Code for Participant's, more specifically, under Article 5 of the Disciplinary Procedure prescribed for this Tribunal. Exercising powers under Article 5.1.3, with the concurrence of the parties, the Tribunal, has set the following dates as required:-

- PCB shall submit its opening briefing fulfilling all requirements of Article 5.1.4.2 (a) on **14th April, 2017 at 03.00 P.M.**
- Thereafter, the Participant shall submit answering brief, fulfilling the requirements of Article 5.1.4.2 (b) on **5th May, 2017 at 12.00 Noon.**
- PCB may if it so desires submit a reply brief as contemplated under Article 5.1.4.2 (c) on **10th May, 2017 at 12.00 Noon.**

With the concurrence of the Counsels of the parties, the PCB and Mr. Khalid Latif, the Final Hearing shall be held from 19th May, 2017 at 10.00 a.m. on day to day basis.

The proceedings are now adjourned to 14th April, 2017 accordingly."

29. The opening part of the Order clinches the issue as it states that the procedure prescribed for this Tribunal under Article 5 of the Code will be followed. The relevant part the Code is reproduced:-

Article 5.1.4.2 establish

- (a) The PCB shall submit an opening brief with argument on all issues that the PCB wishes to raise at the hearing and a written statement from each witness that the PCB intends to call at the



hearing, setting out his/her direct evidence, and enclosing copies of the documents that the PCB intends to rely on at the hearing.

- (b) The Participant shall submit an answering brief, addressing the arguments of the PCB and setting out argument on the issues that he/she wishes to raise at the hearing, as well as a written statement from each witness that he/she intends to call at the hearing, setting out that witness's direct evidence and enclosing copies of the documents that he/she intends to rely on at the hearing; and
- (c) The PCB may (as its discretion) submit a reply brief, responding to the answering brief of the Participant and providing a witness statement from each rebuttal witness that the PCB intends to call at the hearing, setting out his/her direct evidence and enclosing copies of any further documents that the PCB intends to rely on at the hearing."

The PCB submitted its Opening Brief alongwith the depositions of the witnesses. Therefore it is absolutely clear that there was no

Three handwritten signatures are present at the bottom of the page. The first signature on the left is written in cursive and appears to be 'hdy'. The middle signature is also in cursive and appears to be 'SH'. The third signature on the right is a small, stylized mark that could be interpreted as 'L' or a similar character.

ambiguity in the mind of Counsel for the PCB regarding production of evidence. The Participant after receiving the brief of PCB, which contained depositions did not ask for any clarification, if there was any ambiguity, after filing of depositions of witnesses by the PCB, he should have sought a clarification in this regard, this clearly indicates that there was no ambiguity in the mind of the Participant also.

Further the order dated 14th April, 2017 passed by the Tribunal reads:- **“relevant part of the order is reproduced”**

“The parties submit before this Tribunal that they would not make any comments to the Press or otherwise, regarding the proceedings of this Tribunal, the contents of the material of evidence presented to this Tribunal, or on the merits of the present proceedings. Thus with the concurrence of the parties, it is directed that both parties, will strictly adhere, to the commitment made and will not make any statement whatsoever to the Media/Press. In case of disobedience an adverse

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presumption shall be drawn against the delinquent party by the Tribunal.”

The relevant part of order dated 20th May, 2017, reads:-

“The learned Counsel for the PCB contests the same and has strong reservations and vehemently opposes the contents of the statement stating that at this stage there is no such provision in the Anti-Corruption Code, further this is only a blatant attempt to stop the PCB for presenting the evidence against the Participant before the Hon’ble Tribunal, therefore, the matter should proceed further under the Code.”

Thus this leaves no doubt or ambiguity, that parties were required to produce evidence to substantiate their respective claims and they were absolutely clear in their minds in this regard. The Counsel for the parties briefed the press after each hearing and after boycott of proceedings by Mr. Khalid Latif, Mr. Taffazul Haider Rizvi, ASC, for PCB, briefed the Press



regarding witnesses who appeared before the Tribunal. This was given wide coverage by the press, as later Khalid Latif also requested for the copies of depositions by e-mail addressed to the Chairman of the Tribunal where specific reference has been made to the word "**media**", so it is clear that he was scrupulously following the proceedings as reported by media, he therefore, had knowledge of these. The word "Final Hearing" by inadvertence was used for the "full hearing" which stands clarified in the same order as in the concluding part of the order the word "proceedings" has been used "Proceedings", means "**an event or a series of activities involving a set procedure**" so even if there was any confusion it stood settled. Lastly, ignorance of law is no excuse, therefore the Participant was required to acquaint himself with the procedure, this lapse and omission, if any on his

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part cannot be pleaded as a defence, the objection is accordingly repelled.

29. The learned counsel for the Participant has assumed that these are Criminal proceedings, with great respect we do not subscribe to his viewpoint and state that the present proceedings are "Disciplinary Proceedings", which means, they are Administrative Proceedings against a delinquent individual to consider his lapse or omission for non-adherence to the required standards as set in this regard, in the Disciplinary Code. The lapse under Article 1.11 of the Code, if proved, of course entails appropriate remedial action by way of sanctions. We would also like to state here that under Article 3.2 of the Code, the Anti-Corruption Tribunal is not bound by the rules governing the admissibility of evidence in Judicial or other proceedings, instead facts can be established by



reliable means, including admissions and circumstantial evidence.

The assumption that proceedings under the PCB's Code for Participants, 2015, are Criminal or *Quasi* Criminal proceedings, as they contain punishment for any offence is not in consonance with the spirit of the Code, this interpretation is erroneous and misconceived, as stated earlier that under Article 1.11 of the Code, it has been explicitly stated that the proceedings under the Code are not criminal or even *quasi* criminal but are disciplinary rules of professional misconduct for an infraction, involving non-adherence, to the standards as set in the Code. The omission is an infraction and not offence as defined in Criminal law, the word "sentence" as referred to by the learned Counsel for the Participant is also distinct from the word "sanction" thus both are clearly distinguishable and different, as punishment entails



criminal liability like imprisonment etc. while sanction is limited only to ineligibility to play cricket. Thus the objection to treat and conduct these proceedings in line of a Criminal Trial are misconceived and are categorically over-ruled.

30. The golden rule applicable to interpretation of statutes and legal instruments, envisages that all legal instruments should be construed in a harmonious manner, the Constitution of Islamic Republic of Pakistan, 1973, is the primary law of the land and all enactments are subservient to it. To our understanding this Code contains no provision which undermines or derogates any Article of the Constitution of Islamic Republic of Pakistan, 1973, or any other Law being practiced in Pakistan including Article 10-A, it is our considered opinion, that this Code has merely regulated, elaborated and supplemented the procedural aspects keeping in

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mind the sporting imperatives (Article (1.2) of the Code) this has been done to stem the scourge of corruption, this is permissible in all laws being practiced in Pakistan, infact the Code now fully caters to the requirements of Article 10-A. The learned Counsel for the Participant, also adverted to Article 4 & 5 of the Code pointing out non-adherence by PCB to it, with specific emphasis that the PCB was required to give a public decision before initiating prosecution. With great respect, the interpretation made by the learned Counsel for the Participant, is totally misconceived, as Article 4 of the Code relates to investigation, notices and other steps required to proceed further in the matter. The steps enunciated in Article 4 have been meticulously followed and adhered to by the PCB. The Notice of Demand and Notice of Charge clearly contain all infractions committed by the Participant,

thus fulfilling the requirements of Decision even on the benchmark as set by the Participant, thus the PCB was not required to make a public decision as asserted but was required only to address the Participant which was duly adhered to. Article 4.7 pertains to Provisional Suspension, the Participant did not challenge or contest the provisional suspension in any designated forum, if he had any grievance he was required to challenge it in terms of Article 4.7.2 before the Chairman of the Disciplinary Panel, sitting alone and not before the Tribunal as assumed, Article 4 & 5 of the Code cannot be intermingled but have to be read separately in terms of the contents and steps contained therein. Thus the interpretation made by the learned Counsel in this context is devoid of any worthwhile consideration and is such not tenable.

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31. The learned Counsel for the Participant, has also adverted to four miscellaneous applications filed by him viz. C.M. No. A, A/1 A/2 and A/3. Although they have been disposed of, yet C.M. No. A warrants attention as by a clerical omission it was recorded that “Mr. Khalid Latif entered the room where proceedings were taking place, after boycotting the proceedings, and the deposition of first witness Mr. Zohaib Khan was being recorded.” Therefore, the Participant was in full knowledge of the fact that the proceedings would continue in his absence and depositions would be recorded.” By inadvertence a clerical omission occurred, it was inadvertently recorded that the deposition of Mr. Zohaib Khan was being recorded. Factually, when Mr. Khalid Latif entered the room after the boycott of proceedings, the Tribunal, in presence of the PCB’s legal team was watching the recording of Mr. Khalid Latif’s



interview, this is also evident and clear from the order sheet dated 23rd May, 2017, because when the deposition of Mr. Zohaib Khan was recorded, the Participant and his Counsel were marked as not present. (This order sheet was made available to the Participant). This clerical omission did not alter the tenor, substance or the matter of the order made, which is explicit and clear, this omission has not impacted the proceedings yet it was used to portray as the Participant was unaware of continuing of the proceedings which is an incorrect assumption. But as the matter highlighted has now been dilated upon and clarified, therefore no further discussion is required except that this Tribunal has ample powers under section 152 CPC and the Code to correct any clerical mistake which is accordingly exercised and the clerical mistake is corrected, therefore from the Order dated

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1st August, 2017, the following words shall stand deleted **“despite clear knowledge that the deposition of the witnesses is being recorded”** and be substituted and read **“and the interview of Khalid Latif was being viewed”**. (This change shall deemed also to be incorporated in the C.M. No. A at the relevant place).

The Participant also requested in this application that he be permitted to cross-examine the PCB's witnesses. No specific provision of law or Code was referred to enable the Tribunal to exercise this power, no reason whatsoever was stated for the omission and lapse, the application was made with a massive delay of two weeks (after obtaining the depositions) and lastly it was qualified with a stipulation that the witnesses be summoned only on any Saturday, that too, at 10.00 a.m, and at least with five days prior intimation to the Participant. As no plausible or

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convincing reason was made out in law or fact, by way of any precedent or specific provision, or compelling reason the request was also qualified with a stipulation as narrated above, this preposterous request if granted would virtually have meant enslavement and takeover of the Tribunal by the Participant, it was meant to delay and abridge the powers and authority of the Tribunal, which could not permitted, therefore the application was dismissed for both reasons. This order was never challenged any further, thus it has attained finality.

32. The last objection raised by the Participant relates to the Tribunal's putting questions to the PCB's witnesses. The learned Counsel stated that the Tribunal has conducted cross-examination and improved the case of the PCB. The assertion is without substance and against record. The Tribunal did not

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conduct any cross-examination. However, the Tribunal under the Code and also under Article 161 of the Qanun-e-Shahadat Order, 1984 has unimpaired and unabridged powers to put questions to the witnesses to ascertain the truth from them and satisfy itself in terms of Article 3.1 of the Code. Thus exercising these powers the Tribunal put questions to the witnesses to achieve the threshold set, this is permissible in general law and the Code as explained above. Therefore the objection warrants no interference and is rejected. The judicial precedents cited by the learned Counsel for the Participant, Mr. Badar Alam are distinguishable and inapplicable to the present matter and facts.

33. The PCB levelled six charges against the Participant they have been elaborated in para 11, hereinbefore, for the sake of brevity we therefore will not reproduce them in entirety. However, it is



essential to touch upon them in a summary manner. They relate to Fixing, Corrupt practices, accepting bribe, enticing any Cricketer, non-reporting etc. Under Article 3.1 of the Code, the PCB was required to discharge the burden of proof and under Article 3.1 the Tribunal was also required to be comfortably satisfied that the alleged offence has been committed bearing in mind, the seriousness of the allegation. The standard of proof as required therein states that in all cases it is greater than a mere balance of probability but less than a proof beyond reasonable doubt. The interpretation is required to be made in terms of Article 1.2 of the Code keeping in mind the sporting imperatives in terms of Article 1.1, the Tribunal is also empowered under Article 3.2.1 of the Code to accept facts as established by any reliable means including admissions and circumstantial evidence. Therefore, we

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would now proceed to analyse the charges brought up by the PCB in conjunction with the material evidence it has produced including witnesses, documents, interviews, allied and ancillary material and thereafter determine whether the charges as alleged have been proved or not on this threshold.

34. To prove these charges, as stated earlier the PCB produced six witnesses, the most important testimony/statement in our viewpoint is that of PW-5, Col ® Muhammad Azam Khan, Senior General Manager, Vigilance and Security Department, PCB, who stated in his deposition that on the night of 6th/7th February, 2017 Umar Amin, (PW-3), Cricketer of Quetta Gladiators, asked him for a meeting through a WhatsApp message, he met him on 8th February, 2017, who disclosed that he was approached by Yousaf Anwar twice, first on the 5th January, 2017 inquiring about his

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travel plan to Dubai for PSL and secondly on 1st February, 2017, informing him of his arrival at Dubai on 5th February, 2017. And requesting a meeting with him on 6th February, 2017 at Dubai. He further stated that he met Yousaf Anwar, on the 6th February, 2017 at Ayoush Restaurant, Dubai for tea, this was for the first time that Yousaf Anwar tried to entice him for spot fixing. The offer made to him was to play the first two balls in any over he faced, other than the first over, as dot balls. As a signal he would use the Bat Grips and the wrist Bands provided by Yousaf, for this purpose, he would be paid Pk. Rs.20 lacs. Umar Amin stated further that he refused the offer and reported the details of the incident to Pw-5 who has further deposed that on 9th February, 2017, he met Sir Ronald Flanagan (PW-6), Chairman and Mr. Y.P. Singh, General Manager of the ICC Anti-Corruption Unit at

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the ICC Headquarters, Dubai. He was informed by them that the ICC had credible information (shared by the National Crime Agency, UK) of potential approaches for spot-fixing in the opening match of PSL scheduled the same day between Islamabad United and Peshawar Zalmi at Dubai cricket stadium. The information contained details that Umar Amin and Mohammad Irfan had been approached by a bookie to engage in spot-fixing but had refused while Khalid Latif and Sharjeel Khan had agreed to carry out spot-fixing, as both players would play the first two balls of any over they faced other than the first over, as dot balls. Khalid Latif would put on a coloured Bat Grip on his bat as a first signal and would stretch his body before playing the two dot balls as a confirmatory signal. Sharjeel Khal refused the use of Bat Grips but agreed that he would stretch his body before playing the dot balls

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as a confirmatory signal. The information shared by the ICC, was identical and similar as the information already in his knowledge, he shared this information with the Chairman, PSL and also stated the match was played as scheduled but Khalid Latif was not selected in the playing Eleven, however, Sharjeel Khan played the match, performed the agreed signal and thereafter played two dot balls thus completing the spot-fix. After the match, three players namely Khalid Latif, Sharjeel Khan and Mohammad Irfan were separated, their mobile phones, and kit bags were taken into custody, their interviews were conducted and DVDs made, all this is a part of the PCB's Opening Brief and record.

35. The three mobiles phones 2x Apple I Phones (Golden) IMEI No. 359202073915729 and 359170073670240, and Samsung Duos (White) IMEI No. 357550060388769, (Ex-P/24 and Ex-P/25

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relating to Khalid Latif) which were recovered from Khalid Latif and Sharjeel Khan were sent for data analysis, their Mobile Data's Technical Analysis was carried out by FIA on 24th March, 2017 the report of National Response Centre for Cyber Crimes, FIA, certified it to be correct and un-tampered.(it is now part of the Record as Ex-P/17). PW-2, Col ® Khalid Mehmood, Manager, Security and Anti-Corruption of PCB stated in his deposition that on the instructions of PW-5, mobile phones and kit bags of the Participants were secured. PW-4, Mr. Salman Naseer, General Manager, Legal Affairs PCB affirmed the contents of the interviews conducted of Khalid Latif and Sharjeel Khan.

36. As reference was made to Khalid Latifs' interview, therefore it is essential to peruse and analyse it. A joint interview of Khalid Latif

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was conducted by the PCB and ICC Anti-Corruption officials on night 9th/10th February, 2017, at the ICC Headquarters. Khalid Latif, at the very outset admitted that he had been approached for spot fixing, and stated that he was asked by Nasir Jamshed a Cricketer, through a text message, to meet Yousaf Anwar, his friend from UK. Nasir Jamshed gave his number to Yousaf who contacted him on IMO for a meeting in the afternoon of 8th February, 2017. The meeting was agreed for later at night. Yousaf picked him up from his Hotel (Conrad Hotel) after mid-night, during this meeting, Yousaf Anwar made an approach to engage him in spot-fixing by playing first two balls of any over he faced, other than the first over, as dot balls, use a coloured Bat Grip, choosing from two or three, to be provided by Yousaf, as a

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signal for acceptance before playing the dot balls and he would pay Rs. 10 lac per dot ball, the payment could be made in any currency anywhere in the world. After 25 minutes of drive, on way back to the hotel, Yousaf asked him to meet a Gora friend, who was waiting outside the hotel and joined them in the car, since he did not want to sit with them, so he told Gora that I have understood and got out of the car. Yousaf gave coloured Bat Grips to him which he brought to his room, in the morning he asked Zohaib Khan, Cricketer to put these Bat Grips on his bats, (these were recovered from Khalid Latif's kit bag). After coming back to the room, Khalid Latif stated that he rang up Nasir Jamshed and asked him who was this friend of yours. The

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retrieved from the phone is as under :-

(i) خالد لطیف اور نام مجتبیٰ کے درمیان ٹیلی فون پر بات چیت

نام مجتبیٰ - خالد کھائی کوئی session نہ لو، یوسف کی - گورے

کو آگے کیا ہوا ہے - دونوں اکٹھے ہیں - جو بیٹ خریدتا

ہے وہ گورا ہے - پہلے گندے بیٹ دے کر مکینی کا نام

خراب کیا ہوا تھا - گورا اچھے بیٹ دیکھنا چاہتا ہے - یوسف

پر دوست ہے پہلے خراب بیٹ تھے -

خالد لطیف - سب سے تیرا گارنٹی ہے - کوئی مسئلہ تو نہیں ہے -

نام مجتبیٰ - اصلی آدمی گورا ہے، یوسف نہیں، اعتماد کیا جاسکتا ہے

(نوٹ: اسٹریو کوے دوران جب پوچھا گیا کہ بیٹ کھلاڑی کا کوڈ ہے تو

کے میں سر ہلایا)

(ii) دونوں کے درمیان دوسرا مباحثہ

خالد لطیف - چل ٹھیک ہے جانی لیس، بیٹ ہم دوسرا دیکھ دیتے ہیں -

Payment دیکھ تیری گارنٹی ہے - لیس، کوئی مسئلہ نہیں، ہم پریشان

نہیں -

نام مجتبیٰ - خالد کھائی وہ نہ، بلوں کی Payment بسٹس کی Payment آپ کو

بروانی تھی نہ، تو وہ اس کو بتا دیکھتے گا - بندے سے Contact

کرے، کہ کہاں پہنچانی ہے، وہ آج رات 9 بجے سے پہلے پہنچا دے

ہمیں Payment بلوں کی - آپ بے شک خود Contact کر لیتا -

37. Khalid Latif also stated that he received a message from Nasir Jamshed, who once again asked him to meet Yousaf Anwar, according to Khalid Latif, he refused to meet the Gora but Nasir Jamshed, insisted that Gora is a fan of Sharjeel Khan, therefore, you both should meet the Gora (means white) when Khalid Latif and Sharjeel Khan were together in Sharjeel's room around 10.00 a.m. Khalid Latif, showed this message to Sharjeel Khan, in the meanwhile Yousaf also sent a message to Khalid Latif to meet him for a few moments at Café Tim Hortons, on Sheikh Zaid Road, Dubai. On Khalid Latif's inquiring, Yousaf explained the directions, Khalid Latif spoke to Sharjeel Khan at 11.00 a.m. on 9th February, 2017, requesting Sharjeel Khan to accompany him to meet Yousaf at a Café. (Sharjeel Khan in his interview admits

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that Khalid Latif told him that the person we are meeting is not a good person and makes approaches, message reproduced.

السیے ویسیے کا حوں میں ہے -
محقرز ابنده صحیح نہیں ہے - دو مبر کام کرنا ہے

After the lecture on Anti-Corruption, Khalid Latif and Sharjeel Khan went to meet Yousaf at 1430/1445 hrs. Yousaf made a similar offer to Sharjeel Khan, asked him to use a coloured grip, which Sharjeel Khan refused, saying yellow is my lucky grip but he agreed to stretch his body before playing two dot balls as a confirmatory signal. Khalid Latif stated that while they were about to leave, Gora (fan of Sharjeel) appeared suddenly, shook hands with Sharjeel Khan, both of them spoke for a few moments in

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English and we left. Khalid Latif stated that although payment details were not discussed with Sharjeel but Yousaf did mention that payment could be made anywhere. The meeting lasted for 10-15 minutes, when asked the reason for the second meeting, Khalid Latif stated that Nasir Jamshed insisted that Gora wanted to meet Sharjeel Khan.

38. In his interview conducted by the PCB Anti-Corruption officials on 17th February, 2017 at the PCB, Headquarters, Khalid Latif further admitted that fixing as well as non-reporting an approach are offences but he could not disclose the approach made to him on 8th/9th February, 2017, due to the opening ceremony of PSL and thereafter the match, he admitted this as his fault. When asked if any player in PSL had been approached by Yousaf, Khalid Latif

stated that Yousaf claimed **many** but he would not name them,

Khalid Latif also stated that there was corruption in Domestic

Cricket as well, he was once made an offer by a person from Hala

for scoring only 4 runs in an over, in this respect he also narrated

an incident in National T-20 tournament, towards the end of the

interview Khalid Latif said:-

۱۶ فروری ۲۰۱۶ء کے انٹرویو کے آخر میں خالد لطیف نے کہا
”اگر آپ چاہیں تو میں آپ کی مدد کر سکتا ہوں اور
ساری چیزیں بنا سکتا ہوں۔ میں پورا آپ کے ساتھ
ہوں اور آپ کی مدد کروں گا۔“

39. To supplement the deposition of PW-5 the PCB produced PW-1,

Zohaib Khan, a Cricketer, who not only affirmed it but

supplemented it by giving eye witness account and photographic

details of what conversation took place between him and Khalid

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Latif and what he saw, according to PW-1, Khalid Latif called him to his room, on 9th February, 2017 and asked for his help to place the coloured Bat Grips on his bats despite best efforts he could not do the needful, thereafter, Khalid Latif put the Bat Grips on his bats himself, it reflects clearly that coloured Bat grips were taken by Mr. Khalid Latif from Yousaf and were also fixed on the bats as agreed. This virtually proves the deposition of PW-5.

40. Ex-P/26 and Ex-P/7 are the written statements of Sir Ronald Flanagan and Col ® Mohammad Azam Khan respectively, both clearly and unequivocally affirm and vouch the details of the meeting and Modus Operandi, for carrying the fix. These depositions when read in conjunction clearly establish beyond doubt that both ICC and the PCB had similar and identical

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information regarding Spot Fixing in the PSL match scheduled to be played on 9th February, 2017 at Dubai. The corroboration as made by PW-1, regarding Bat Grips and fixing as bats, proves clearly that Fix was on.

41. Ex-P/10 is and Ex-P/11 are declarations signed by Mr. Khalid Latif on 1.11.2013 and 20.9.2014, regarding scrupulously avoiding corrupt practice in Cricket, both these declarations are in English, in the concluding paragraph, the declarant Khalid Latif has categorically and unequivocally declared that he will not indulge into any corrupt practice and if such matter comes into his knowledge he will immediately report it to the Senior General Manager, Vigilance and Security Department, Pakistan Cricket Board. The declarations are in English and he has appended his



signature stating that he has understood them. Ex-P/12 is a letter dated 9.2.2017 wherein Mr. Khalid Latif again gave an unequivocal and absolute declaration that he is bound by the PCB's, Anti-Corruption Code and the standards set therein, it has been signed by Mr. Khalid Latif on 9th February, 2017, thus the three documents referred to above clearly detail Khalid Latif's commitment to observance of the Anti-Corruption Code and complete and absolute subservience to the standards set in it. To elaborate further Khalid Latif after making the solemn pledge that he will adhere to Ex-P/12 was also required to familiarize himself with the Code under Article 1.5.2 of the Code. He also made an absolute pledge under Article 1.5.4 and 1.5.5 to submit to the jurisdiction of the Anti-Corruption Tribunal and also to the



exclusive jurisdiction of the CAS before invoking any other judicial forum. Unfortunately in these proceedings Khalid Latif firstly challenged the Anti-Corruption Code, then the PCB authorities who promulgated it and also all persons and authorities which acted as a bulwark to stop this abhorable act of corrupt practice in cricket and indulged into a smear and slandering campaign in the media against them. This seriously compromises his resolve and undertaking not to engage in any corrupt practice as envisioned in the Code. To supplement our viewpoint we would firstly advert to Ex-P/12, the Attendee Registration and Record Form for Players and Players Support Programme and a lecture delivered by PW-5, Col. © Mohammad Azam Khan on 9th February, 2017, this was attended by Khalid Latif, the normal duration of a lecture is around

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35 minutes but this lecture was limited to 5 minutes (approximately). Actually this lecture was delivered in the backdrop of credible information which Col. ® Mohammad Azam, PW-5, received from intelligence reports that spot fixing would take place in the match to be played on 9th February, 2017, with emphasis on the scourge and menace of spot fixing and corruption in cricket and not to indulge in it, actually this was a warning to the Participants to avoid any misadventure by indulging into corrupt practice.

42. Now to sum up the whole matter we advert to the undisputed and clear facts which have emerged before us. PW-3 Umar Amin, a Cricketer of Quetta Gladiators, divulged photographic details as to how spot fixing will take place in the PSL series in Dubai, these

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details were a result of his meeting with Yousaf Anwar a Bookie with a dubious reputation, (this was common knowledge amongst Cricket circles as admitted by Khalid Latif himself). The manner and mode of the fixing act and as to how it was to be carried out has already been referred to in detail by PW-3 suffice to state that players approached were required to play two dot balls in any over after the first over and they were required to wear coloured Bat Grips/Wrist Bands or carry out specific stretching signals. As PW-3, reported approach by Yousaf Anwar therefore it is clear that Yousaf was trying to entice players into the abhorable act of spot fixing, in this background Khalid Latif's meetings with Yousaf Anwar are of immense importance and significance as he firstly met Yousaf Anwar on the 8th February, 2017, as admitted by him

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in his interview and further stating that an offer was made to him to spot fix etc. yet meeting Yousaf Anwar again and taking along Sharjeel Khan on the 9th February, 2017, to our mind clearly and unambiguously proves that the offer as made in the meeting of the 8th February, 2017 was accepted by Khalid Latif, we are further fortified in this regard by the eye witness account of Mr. Zohaib Khan, who not only confirmed that Coloured Bat Grips were available with Khalid Latif and he sought his help to fix them on the Bats but the grips were placed on the bats by Khalid Latif, to our mind this establishes beyond any doubt, the involvement of Khalid Latif, in spot fixing and enticing Sharjeel Khan also, to indulge in this abhorable act, we are cemented further in this view as Sharjeel Khan executed the squat like signal, in a text book

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manner as agreed in the modalities as settled for spot fixing by both Sharjeel Khan and Khalid Latif because they were acting in concert, thus the liability is co-extensive. The next question is, whether Khalid Latif is also guilty of the charge regarding corruption and spot fixing as he did not play the match. The answer is available in Article 2.6.1 of the Code which states that if an offence has been committed then for the purposes of imposing sanctions, non-participation does not impact sentencing, thus not playing is irrelevant for the purposes of sentencing according to this Article. As stated earlier that both Khalid Latif and Sharjeel Khan were acting in concert therefore their liability is joint and co-extensive.

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43. The admission made by Khalid Latif himself regarding his meeting with Yousaf Anwar the modalities regarding payment, the exchange of Bat Grips, they being recovered from his Kit Bag, the affirmation of putting Bat Grips on Bats by PW-1, the messages which he received on his mobile phones (Ex-P/24, and Ex-P/25) especially Nasir Jamshed's audio message while the phone was in the custody of PCB authorities, already referred to at para 38 (i & ii). The entire material evidence when juxtaposed and clubbed together is condemning and brings us to an irrefutable conclusion that Khalid Latif was fully involved in the menace and scourge of spot fixing and corruption. The benchmark for adjudication and decision in administrative and civil matters is the preponderance of evidence produced, in the instant matter, the PCB has not only produced oral evidence

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matter, the PCB has not only produced oral evidence (six witnesses), documentary evidence (Ex-P/1—Ex-P/26), including independent evidence of WhatsApp messages, and Forensic Science report, and certification that the contents of the interviewed conducted are not doctored or tampered, conclusively proves that Khalid Latif committed the abhorable acts of spot fixing and enticing Sharjeel Khan. Article 164 of the Qanun-e-Shahadat Order, 1984, envisions that evidence which have become available through modern devices is admissible thus the interviews of Khalid Latif alone or in conjunction with WhatsApp messages are sufficient in our opinion to accept the PCB's viewpoint regarding the charges as levelled. From these WhatsApp messages and interviews it emerges clearly that Khalid

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into the abhorable act of spot fixing by actively encouraging him to get involved in this corrupt conduct. There is absolutely no material available on record either (oral or documentary) to controvert the material produced by the PCB, therefore, we are bound under jurisprudential principles to accept the same as true and correct and rely upon it further as stated hereinbefore that in civil jurisprudence the benchmark of adjudication and decision is the preponderance of the evidence produced, the scale heavily weighs in favour of the PCB on this account also, thus on this threshold the PCB succeeds.

44. Therefore in continuation of the substance of the decision announced on 20th September, 2017 in terms of Article 5.2.3 of

the Code, we hold that the Participant has committed all offences as charged by the PCB under the Anti-Corruption Code for Participants, 2015. We therefore impose the following sanctions charge wise:-

CHARGES	PERIOD OF INELIGIBILITY TO PLAY CRICKET	FINE
<u>Charge No. 1</u> Breach of Article 2.1.1 of the Code by agreeing to fix aspects of PSL Match played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai.	5 years	Pak. Rs. One Million
<u>Charge No. 2</u> Breach of Article 2.1.2 of the Code by ensuring for Betting and /or other corrupt purposes the occurrence of particular incident in the PSL Match played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai.	5 years	
<u>Charge No. 3</u> Breach of Article 2.1.3 of the Code by seeking and agreeing to accept bribe and/or other Reward:- (c) To fix aspects of the PSL Match	5 years	

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<p>played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai.</p> <p>(d) For Betting and / other corrupt purposes the occurrence of a particular incident in the PSL Match played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai.</p>		
<p><u>Charge No. 4</u></p> <p>Breach of Article 2.1.4 of the Code by directly or indirectly soliciting, enticing, instructing, persuading, encouraging and / or intentionally facilitating Sharjeel Khan to breach Articles 2.1.1, 2.1.2 and 2.1.3 of the Code in respect of the PSL Match played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai.</p>	5 years	
<p><u>Charge No. 5</u></p> <p>Breach of Article 2.4.4 by failing to disclose to the PCB Vigilance and Security Department (without unnecessary delay) full details of the approaches and invitations received by Khalid Latif Cricketer to engage in Corrupt Conduct under the Code in respect of PSL Match played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai.</p>	6 months	
<p><u>Charge No.6</u></p> <p>Breach of Article 2.4.5 by failing to disclose to the PCB Vigilance and Security Department (without unnecessary delay) full details of the approaches and invitations received by Sharjeel Khan Cricketer to engage in Corrupt Conduct under the Code in respect of PSL Mach played between Islamabad United and Peshawar Zalmi on 09.02.2017 in Dubai.</p>	6 months	

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All sanctions imposed shall run concurrently. The period of suspension, undergone by the Participant, shall stand deducted from the sanctions imposed. The fine of Pk. Rs.

One Million imposed upon Khalid Latif shall be payable to the Pakistan Cricket Board, by him.

The parties shall bear their own costs. However, the costs of the Proceedings shall be borne by the PCB.

The record, of these proceedings with all incidental and ancillary material shall stand consigned and be sealed and handed over by the Registrar of this Tribunal, for safe keeping and custody, to the Senior General Manager,

Vigilance and Security Department of the Pakistan Cricket



Board, after the detailed Decision. This material can and may be used by the Chairman of the Pakistan Cricket Board, in his discretion, if and when required.

The PCB is directed to put the detailed decision of this Tribunal on its Website after the hard copy is handed over to both parties, for information of the General Public.

The material collected by the PCB authorities from the Participant, be returned to him forthwith, if not required for future use.

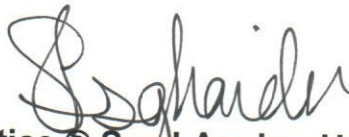
The parties may, if they so desire, file an Appeal under Article 7 read with Article 7.4 of the PCB's Anti-Corruption



Code for Participant's, 2015, within 14 days of the receipt of the detailed decision (containing reasons) before an Independent Adjudicator or the Court of Arbitration for Sports in Lausanne, Switzerland.



Mr. Wasim Bari
Member



Justice ® Syed Asghar Haider
Chairman



Lt. Gen. ® Tauqir Zia
Member

Certified that this decision consists of 75 pages and each page has been initialed by us (the Chairman and Members of the Tribunal) and the final page has been signed by us.

Note:

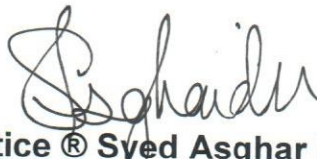
- The word "Code" appearing in this decision anywhere means "The Pakistan Cricket Board's, Code for the Participants, 2015.
- The reference made to General Laws in the Decision means the Laws of Pakistan.

This Decision containing reasons as required by Article 5.2.1 of the Code is made in continuation of the substance of Decision which was announced on 20th September, 2017, in terms of Article 5.2.3 of the Code.

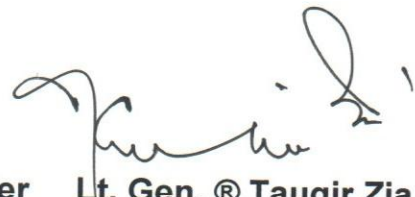
Issued this 13th day of October, 2017, at 1500 hours (PST).



Mr. Wasim Bari
Member



Justice ® Syed Asghar Haider
Chairman



Lt. Gen. ® Tauqir Zia
Member

