
INTERNATIONAL CRICKET COUNCIL (“ICC”)

v.

SALMAN BUTT, MOHAMMAD ASIF AND MOHAMMAD AMIR

DETERMINATION

REDACTED BY THE ICC PRIOR TO PUBLICATION

Appearances: Jonathan Taylor, Iain Higgins and Jamie Herbert for ICC
Ali Naseem Bajwa and Yasin Patel for Mr Butt
Alexander Cameron QC and David Savell for Mr Asif
Shahid Karim and Umar Rasheed for Mr Amir

INTRODUCTION

1. This case raises issues of great moment for the world of cricket. A substantial number of the original allegations featured in an article in the News of the World (“NoTW”) on 29th August 2010 under the authorship of its investigations editor Mazhar Mahmood (“MK”)¹. It is alleged that three Pakistani cricketers Salman Butt, the Captain, and Mohammad Asif and Mohammad Amir, the fast bowling opening pair, agreed for reward with Mazhar Majeed, a Pakistani businessman living in England, to perform certain corrupt actions in two particular Test matches played between Pakistan and England at the Oval² and at Lords³. In the case of the Lords’ Test it is further alleged that these actions – the deliberate bowling of no balls – were actually carried out. The allegations led to the immediate suspension of the players

¹ An acronym of a false name, explained at paragraph 42 below.

² 18th – 21st August 2010 (3rd test).

³ 26th – 29th August 2010 (4th test).

by the International Cricket Council (“ICC”) from all cricket related activities on 2nd September 2010.

CHARGES

2. The ICC Anti Corruption Code (“the Code”) identifies as a fundamental sporting imperative

“All cricket matches are to be contested on a level playing field with the outcome to the determined solely by the respective merits of the competing teams”. It describes this as “the essential characteristic that gives sport its unique appeal,” (Article 1.1.1), and adds that “public confidence in the authenticity and integrity of that cricket match is vital. If that confidence is undermined, then the very essence of cricket, the characteristics that deliver its unique appeal is shaken to the core.” (Article 1.1.2)

3. The particular charges against the players are all based on Article 2 of the Code, and brought by the ICC. They have undergone several mutations. In the form in which they now fall for adjudication, they are set out in Appendix A⁴.
4. The basis of the charges against the three players is that they took part in fixes relating to the two Test matches. They are referred to as the Oval Fix agreement and the Lords Fix agreement.
5. The Oval Fix agreement relates to an allegation that Mr Asif and Mr Amir agreed with Mr Butt’s concurrences to bowl two no balls at particular times during the Oval

⁴ [The original charges dated 3 September are in Appendix C]. The revised charges dated 5th November are in Appendix B.

Test. The revised Oval Fix agreement also refers to an allegation that Mr Butt agreed to play out a maiden over when batting at a particular time during the Oval Test.

6. The Lords Fix agreement relates to the allegation that Mr Asif and Mr Amir agreed to bowl three no balls at particular times during the Lords Test. The Revised Lords Fix agreement also refers to an allegation that, when the third no ball could not be bowled as originally planned, Mr Amir agreed to bowl a further no ball at a particular time during the second day of the Lords Test.
7. It is alleged that the conduct of the players constituted the following offences under the Code:
 - a) Being a party to an effort to fix the conduct of any International Match;⁵
 - b) Accepting a bribe to fix the conduct of any International Match;⁶
 - c) Failing for reward to perform to one's abilities in an International Match;⁷
 - d) Encouraging any player to do any of the above;⁸

⁵ *'Fixing or contriving in any way or otherwise influencing improperly, or being a party to any effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or any other aspect of any International Match or ICC Event'* (Article 2.1.1 of the Code).

⁶ *'Seeking, accepting, offering or agreeing to accept any bribe or other Reward to fix or to contrive in any way or otherwise to influence improperly the result, progress, conduct or any other aspect of any International Match or ICC Event'* (see Article 2.1.2 of the Code).

⁷ *'Failing, for Reward, to perform to one's abilities in an International Match'* (Article 2.1.3 of the Code).

⁸ *'Soliciting, inducing, enticing, instructing, persuading, encouraging or facilitating any Player or Player Support Personnel to breach any of the foregoing provisions of this Article 2.1'* (Article 2.1.4 of the Code).

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- e) Disclosing information that could be used for betting⁹ or encouraging a player to do so.¹⁰
 - f) Receiving any benefit in a way which could bring cricket into disrepute;¹¹
 - g) Failing to disclose to the Anti-Corruption Support Unit (ACSU) full details of any approach to engage in corrupt conduct.¹²
8. On the penultimate day of the hearing, the ICC informed the Tribunal of two decisions it had made to seek to facilitate the work of the Tribunal in relation to the charges.
9. The first was that all the charges which related exclusively to the Oval test, except for those which related to Mr Butt, were withdrawn. The Tribunal formally dismissed them on January 11th, 2010.
10. The second was to state that if we upheld the Article 2.1.1 charge (“the Major Charge”) against a player in relation to the Lords’ Test, we did not need to go on to consider any further charges brought against that player in relation to the Lords’ Test.

⁹ *‘Disclosing Inside Information to any person (with or without Reward) before or during any International Match or ICC Event where the Player or Player Support Personnel might reasonably be expected to know that disclosure of such information in such circumstances could be used in relation to Betting.’* (Article 2.3.2 of the Code).

¹⁰ *‘Soliciting, inducing, enticing, persuading, encouraging or facilitating any Player or Player Support Personnel to breach any of the foregoing provisions of this Article 2.3.’* (Article 2.3.3 of the Code).

¹¹ *‘Providing or receiving any gift, payment or other benefit (whether of a monetary value or otherwise) in circumstances that the Player or Player Support Personnel might reasonably have expected could bring him/her or the sport of cricket into disrepute.’* (Article 2.4.1 of the Code).

¹² *‘Failing to disclose to the ACSU (without undue delay) full details of any approaches or invitations received by the Player or Player Support Personnel to engage in conduct that would amount to a breach of the Anti-Corruption Code.’* (Article 2.4.2 of the Code).

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11. We accordingly neither need to, nor can we, adjudicate upon those charges which have been abandoned, or which do not require resolution if we find in favour of the ICC on the Major Charge. This does not, however, absolve us from the duty to consider evidence which relates primarily to such charges insofar as the facts might have a bearing on those which remain before us. Though separate chapters, they belong to a single book; the question is what story they tell.

THE TRIBUNAL'S FUNCTION

12. At the provisional hearing held in Dubai on 30th – 31st October 2010, pursuant to unsuccessful applications by Mr Butt and Mr Amir to have their suspension lifted, the issue was whether the ICC evidence by itself disclosed a seriously arguable case. The two players reserved their full defence. No question of guilt or innocence fell for decision.
13. By contrast it is our function, pursuant to the provisions of Article 5 of the Code, to determine whether these charges are made out. The hearing before us took place over a 6 day period in Doha between January 6 and 11, 2011 and our deliberations continued thereafter.
14. Before considering the evidence we make six observations.
15. First our jurisdiction extends only to determining whether there have been breaches of the Code and in relation to the particular charges brought before us.¹³

¹³ cf: B v FINA CAS 98/211 para 57. The players are also to be subject to criminal charges brought before an English Court.

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16. Second as an independent international arbitral tribunal, we approach the evidence without any predisposition and *“pay no heed to media hyperbole”* as it was put in *N.J.Y.W. v FINA CAS 98/208* para 8. The residue of previous enquiries in relation to match-fixing by other Pakistani cricketers, aggravated by unsubstantiated rumour, has played no part at all in our deliberations. The decision of the Tribunal is based solely on the evidence placed before us.
 17. Third in circumstances of palpable stress the players conducted themselves with dignity, and the hearing was marked by professionalism on the part of all concerned. Counsel for all parties helpfully implemented the Chairman’s directions to set out their respective cases in writing in advance of the hearing. We are grateful for their conspicuous assistance throughout the proceedings.
 18. Fourth, although the evidence against all three Players overlaps considerably, it is necessary to determine the innocence or guilt of each of the players individually, and to do so in relation to each of the charges that fall to be considered.
 19. Fifth, in all three cases, the defence of each Player was simply, in essence, that he had not been a party to any fix as alleged. None of the Players alleged that he succumbed to do something to which he would not accordingly have done but for the enticement. The legal defence of a fundamentally unfair entrapment was not raised. Similarly, none of the Players suggested that he had been overborne because of duress imposed on himself or his family.¹⁴

¹⁴ A defence under the Code Article.2.7

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20. The Tribunal was accordingly required to determine whether the evidence established with the required degree of certainty both that the alleged fixes had been agreed upon, and, in relation to each of the Players, that he had made himself party to it in a manner that violated the Code.
21. Sixth we have chosen to set out the evidence before us in considerable detail since our objective is to ensure that our reasoning can withstand proper scrutiny from all persons interested in the game of cricket. This is an area when speculation has abounded, and it is our wish for this decision to be, and be seen to be, robustly based on the evidence and nothing but the evidence.

EVIDENCE: THE MATERIAL

22. The following witnesses gave evidence before us¹⁵

Witnesses for ICC

Shahid Afridi (T) - former and current Captain of Pakistan
David Becker (O) - Head of Legal of ICC
Conrad Grogory Brown (R) - Freelance technician
David John Capel (R) - Head Coach, Northhamptonshire Country Cricket Club
Thomas Crone (R) - Legal Manager, News of the World (NOTW)
Sir Ronald Flanagan (R) - Chairman, Anti Corruption and Security Unit of the ICC (ACSU)
DC Tim Hargreaves (R) - Metropolitan Police Special Enquiry Team
Zakir Khan (R) - Director of Cricket Operations, Pakistan Cricket Board
James Herbert (R) - Solicitor, Bird & Bird
David Kendix (T) - Risk Director of Aviva plc
Mazher Mahmood ("MK")(O) - Investigations Editor NOTW
Major Khawaja Najam Javed(O) - Security Manager Pakistan Cricket Board
Alan Peacock (R) - Senior Investigator, Anti Corruption and Security Unit of ICC
Martin Vertigen (R) - Information Manager, ICC
Waqar Younis (T) - National Team Coach Pakistan Team

¹⁵ O indicates that the witness appeared in person. T indicates that the witness was heard by telephone. R indicates that the witness's statement was by agreement read.

Witnesses for Mohammad Amir

Mohammad Amir (O) - self

Witnesses for Mohammad Asif

Mohammad Asif (O) - self

Mohammad Haroon (R) – Coach at County Level

Witnesses for Salman Butt

Salman Butt (O) - self

Geoff Lawson (R) – former Coach Pakistan National Cricket Team

David Dwyer (R) – Strength and Conditioning Coach for Pakistan Cricket Team

Abdul Qadir (R) – former Pakistan Team cricketer

Azhar Hussain Zaidi (R) – Proprietor Zaidi Sports Shop

23. We were also furnished with video and tape recordings made by or on behalf of MK, transcripts of interviews carried out with the players by the Metropolitan Police ("MPS"), transcripts of the provisional hearing, inter-party correspondence, a summary of telephone calls and text messages involving Mr Majeed, Mr Butt, Mr Asif and Mr Amir (which was agreed and is annexed to this determination as Appendix D) ("the billing records") and other material to which we make reference hereafter.

BURDEN AND STANDARD OF PROOF

24. It is axiomatic that it is for the ICC to establish the charges [Article 3.1].
25. The Code also specifies the standard proof that the ICC must satisfy i.e.

the Tribunal, must be'' comfortably satisfied bearing in mind the seriousness of the allegation that is being made, that the alleged offence has been committed. This standard of proof in all cases shall be determined on a sliding scale from, at a minimum, a mere balance of probability (for the least serious offence) up to proof beyond a reasonable doubt (for the most serious offences).' Article 3.

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26. Given the gravity of the charges and the implications for the Players, we consider it appropriate to adopt the criminal standard of proof beyond reasonable doubt. While a lesser standard might in principle be utilised if the charges were only of non-disclosure of another's wrongdoing, in this case the linkage between the charges makes such dissection unfruitful.
27. As to what constitutes "beyond reasonable doubt" we found useful guidance in the dictum of Denning J in *Miller v Minister of Pensions* 1947 2 All ER 372 at 373 H referring to the degree of cogency:

*".....as is required in a criminal case before an accused person is found guilty. That degree is well settled. It need not reach certainty, but it must carry a high degree of probability. Proof beyond reasonable doubt does not mean proof beyond the shadow of a doubt. The law would fail to protect the community if it admitted fanciful possibilities to deflect the course of justice. If the evidence is so strong against a man as to leave only a remote possibility in his favour which can be dismissed with the sentence "of course it is possible, but not in the least probable," the case is proved beyond reasonable doubt, but nothing short of that will suffice."*¹⁶

EVIDENCE: THE LAW

28. The Code also specifies the approach to evidence that we must apply. We:

¹⁶ The Code is "governed by and shall be construed in accordance with English law" Article 11.5. See too *B v FINA CAS 98/211 para [50]*.

“shall not be bound by judicial rules governing the admissibility of evidence. Instead facts relating to an offence under the Anti-Corruption Code may be established by any reliable means including admissions.” Article 3.2.

29. In short we must consider weight rather than admissibility, subject always to the overriding imperative of fairness which is necessarily to be implied into the Code. We recognise that the principles that have lain behind the exclusion of certain forms of evidence from being heard in English courts, will have resonance even where questions of weight are being considered. It is obvious, for example, that hearsay evidence of what someone said outside of the Tribunal hearing is of less weight than evidence given by witnesses in court.¹⁷

30. Direct, eyewitness evidence is, however, not the only way of proving criminal charges. Circumstantial evidence can in certain circumstances suffice. In *R v. Exall* 1866 4 F F 922 Pollock CB said:

“It has been said that circumstantial evidence to be considered as a chain, and each piece of evidence as a link in the chain, but that is not so, for then if any one link is broken, the chain would fall. It is more like a rope composed of several cards. One strand of the card might be insufficient to sustain the weight, but three strands together may be of quite sufficient strength.

Thus it may be in circumstantial evidence – there may be a combination of circumstances, no one of which would raise a reasonable conviction, or more than a mere suspicion, but, on the whole, taken together, may create a strong suspicion of guilt: that is, with as much certainty as human affairs can require or admit of.”

¹⁷ Statements by co-conspirators are, under English common law, an exception to the exclusion of hearsay in criminal proceedings, albeit under strict preconditions (*Archbold Criminal Law and Procedure* 2011 ed para s33-65, 33-70). But since we are entitled to consider hearsay evidence, we need not dwell on the details of such preconditions, and whether they would have been satisfied in this case had we been a Court exercising criminal jurisdiction in England.

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31. More pithily, in *Attorney General of Jersey v O'Brien* 2006 WL 690572 (PC App No. 50 of 2005) Lord Hoffmann said:

"It is in the nature of circumstantial evidence that single items of evidence may each be capable of an innocent explanation, but, taken together, establish guilt beyond reasonable doubt."

32. This approach is vouched for in the specific context of sports law. Circumstantial evidence was held, for example, sufficient to establish a case of sample manipulation in the context of an anti-doping regime: *B v FINA CAS 98/211* para 56.

CONSTRUCTION ISSUES

33. Finally, we note that no fine points of construction appear to arise on the meaning of the charges or of the Articles of the Code on which they are based. In particular Article 2.1.1 upon which the ICC ultimately relied as its flagship charge, treats indifferently fixing and being party to a fix. This allows for the inculcation of both ringmaster and performers in relation to the same incident.

34. In relation to the Articles describing the offences the Code itself provides:

"The Anti-Corruption Code is to be interpreted and applied by reference to the fundamental sporting imperatives described in Article 1.1. Such interpretation and application shall take precedence over any strict or technical interpretation of the Anti-Corruption Code that may otherwise be proposed" (Article 1.2)

35. What is fiercely in issue is whether the ICC have discharged the burden and satisfied the standard of proof which lies upon them; and that requires consideration of the evidence as illuminated by the submissions made both in writing and orally.

THE QUESTIONS

36. At the core of the case presented by the ICC lay recordings surreptitiously obtained which purport to show, *inter alia*, Mr Majeed agreeing with MK to procure, with the connivance of Mr Butt, the bowling by Mr Asif and Mr Amir of three no balls at precisely specified times during the Lords' test. That three no balls were in fact bowled by both bowlers at those specified times is not in dispute.
37. The first and threshold question is whether the recordings were authentic, or fabricated wholly or in part, in particular: were they made before those balls were bowled or after? If after, the ICC case dissolves; if before, it demands an explanation.
38. At the provisional hearing, Counsel for Mr Butt and Mr Amir declined to accept the genuineness of the recordings. Only Counsel for Mr Amir continued to adhere to that position in his written response to the ICC opening brief. By the start of the hearing before us, however, Counsel for all players agreed that they were genuine. The threshold question accordingly falls away. Their provenance having been established, the recordings constitute direct evidence of the conversations having taken place and what was said between the parties.
39. The next question that arises is: What was the cause of the admitted coincidence of Mr Majeed's prediction of the timing of the three no balls, and their actual occurrence? Was that coincidental, the result of pure chance? Did Mr Majeed have unique prophetic gifts? Or, more prosaically, did he have inside information?

40. In our view, this question immediately answers itself. That someone could accurately predict the times at which three no balls would be bowled without inside information, is beyond belief. We received evidence from David Kendix, a statistician with particular knowledge of cricket, who estimated the odds of such occurrence being accidental was of the order of 1.5 million to one against.¹⁸ We are invited by the Code to use our common cricketing sense when applying its provisions.¹⁹ Given a choice between inferring that Mr Majeed's confident recorded boasts of his game-fixing capacity were explained by his knowledge of what was going to happen, or attributing to him powers of extra-sensory perception, we opt unhesitatingly for the former explanation. The answer to the question "fluke or fix?" has to be fix.

41. This brings us to the third, both critical and controversial, question: what was the source of Mr Majeed's inside information about a fix? More especially, to what degree, if any, was each of the three Players involved?

PREDICTION OF FIX NO BALLS

42. The recordings of the dealings between Mazher Mahmood posing as Mohsin Khan (hence the acronym "MK"), a representative of a Far Eastern Gambling Syndicate, and Mr Majeed show the reporter with a honed technique slowly winning the confidence of the initially wary businessman. He extends discussions about arranging a tour for the Pakistani team in the Middle East, to discussions about

¹⁸ The case of Mr Asif, where the prediction involved one no ball, reducing the odds to about 100 to one, is dealt with later.

¹⁹ Article 1.2.

engineering a betting scam for MK's alleged - but not, of course, actual-contacts in the far eastern betting market. This was to be done by contriving, with the players' necessary assistance, the occurrence of particular events on the field of play at particular times - so-called "spot fixing". The context was the possibility in unregulated betting markets (such as India, where any form of betting on sport is illegal), to place a bet on the timing of a no ball by reference to a specific delivery in a specific over in a cricket match.

43. Some flanking rather than frontal attack was made on MK's testimony. In particular Counsel for Mr Butt suggested that it was coloured by a desire to inculcate Mr Butt. The key part of MK's evidence was, however, sourced in the recordings. We must nevertheless look carefully at his evidence. From a journalistic point of view, establishing that the captain of the Pakistani team was involved in the alleged fix would strongly boost the value of his investigatory coup. Moreover, the finesse with which he played his part in the 'sting' indicates that he is a master of dissimulation. Nevertheless, all the core elements of his testimony were borne out by uncontroverted video and tape-recorded evidence²⁰. The recordings spoke vividly for themselves - he had no need to gild the lily. We accept that, as a result of allegations made to him previously by a well-placed person in Pakistani cricket, he had suspicions about its integrity, which was the inspiration for his investigation. But no basis has been established for finding that he deliberately misrepresented what he then uncovered. Nevertheless, we choose to set aside those essentially

²⁰ This was the rock on which Counsel for Mr Amir's general critique of the not altogether unblemished record of the NOTW and of MK in other matters foundered.

peripheral aspects of his evidence against the Players which were challenged by the defence and concentrate solely on the unassailed evidence of the recordings.

44. The other uncontroverted evidence on which we will focus will be the testimony given to us of telephone billings.²¹ They indicate the time and duration of the calls between Mr Majeed and the three Players. Their accuracy was not challenged.
45. With these materials to hand, we are in a position to construct a dependable and at times vivid narrative of the events which preceded and led up to the bowling of the three no balls.
46. The first meeting between Majeed and MK took place at the Park Lane Hilton on Monday 16 August, 2010, when the topic of betting on cricket matches was discussed and Mr Majeed claimed to have six (at that stage) unnamed players ready to co-operate on the betting side.
47. The second meeting between Mr Majeed and MK took place at the Bombay Brasserie Restaurant in Gloucester Road on Wednesday, 18 August, 2010 at approximately 20.00 hours and was continued in MK's Mercedes outside the restaurant.
48. **Immediately prior to that meeting, Mr Butt called Mr Majeed at 19.52 and Mr Majeed called Mr Butt at 20.00pm)**
49. Mr Majeed asserted to MK that he (Majeed) was involved, along with a number of players on the Pakistan national team, in the provision to an Indian bookmaker of information about matches or aspects of matches that the players would fix, for which the bookmaker paid hundreds of thousands of dollars. He mentioned

²¹ See Appendix D. All references to timing of calls are taken from the billing records.

expressly Mr Asif and Mr Amir in the context of no ball fixes, and again claimed to have six players in the team prepared to do his bidding. He expressed a wish for Mr Butt “to be captain for long term” in connection with results fixing.

50. Mr Majeed and MK had in particular the following exchange in connection with the Oval test which had started that day:²²

MM²³: *‘So listen let’s just to put this to test if it’s going to work, I mean, would you be able to tell me I don’t know, on Thursday there will be a no ball in whatever over it is.’*

MK: *‘Yeah sure.’*

MK: *‘We’ll give the boy ten grand no problem, whatever the rate is. What does he want for a no ball? Don’t give me a result, don’t give me anything, give me a no ball so that our boys have got an indication this is on.’ Then they’ll invest big.*

MM: *‘Fine I will let you know on Thursday evening and I will tell you on Friday what the no ball is going to be. I’ll give you two if you want. ...*

MK: *“Okay give me two no balls, okay.*

MM: *“I’ll give you two”.*

MK: *“ We’ll pay the ten grand no problem”*

MM: *And then once you paid that then I know that it’s real, yeah.’*

²² All quotations hereafter are taken from recordings. We have isolated only passages material to our analysis in order not to overburden this determination. Full transcripts were, however, available to us.

²³ MM is Mr Majeed.

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51. Shortly thereafter, at 23.01 on the same evening of Wednesday 18 August 2010 Mr Majeed called Mr Butt at 00:24 [on Thursday 19 August, 2010], Mr Majeed sent a text to Mr Asif, at 00:25 Mr Asif texted Mr Majeed back, and at 00:26 Mr Majeed texted Mr Asif back. Mr Majeed then called Mr Asif at 00:26 and they spoke for 22 seconds. Mr Asif then texted Mr Majeed again at 00:27 and called him at 00:28 and they spoke for 53 seconds. At 00:31, Mr Majeed called Mr Asif and they spoke for 175 seconds.
52. The third meeting between Mr Majeed and MK took place at the Al-Shishawi restaurant, in Edgware Road at 9.15pm on Thursday evening, 19 August 2010, and continued as before, in MK's car. Mr Majeed said to MK: *'Alright, just to show you that it's real ok, I'm going to show you two no balls tomorrow ... Ok.'* And asked for an additional £10,000. He promised to call MK at about 8:30 am the next day (Friday 20 August 2010): *'I'll call you from another number, yeah, and I'll call you about 8.30 in the morning, ... and I'll give you the two balls that they're going to do it on'.*
53. While on his way to the Al-Shishawi Restaurant on the Edgware Road Mr Majeed called Mr Asif at 20.15, and Mr Amir at 20.16, before calling Mr Butt at 20.18.
54. Mr Majeed did not at that stage mention any particular bowlers. He did, however, emphasise that Mr Butt was *"in the fixing"* (MK's phrase). It was on this occasion that Mr Majeed said that *"a deposit of £150,000 in cash needs to be paidI pay that to the players"*. The conversation concluded, with the following exchange:

MK: *'Okay, let's meet tomorrow night then. Hopefully, now you are going to tell me which over, which ball?'*

MM: *'Which over, which ball.'*

MK: *'Very specific, so there's no chance of any, he's thrown a bloody no ball by mistake anyway, it happens anyway. So there's no question of that.'*

MM: *'No, no chance of that.'*

On that occasion, MK handed over to Mr Majeed £10,000 in fifty pound notes in the car.

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55. Shortly thereafter Mr Majeed met with Mr Butt in the restaurant itself.
56. Next at 22.48 Mr Butt called Mr Asif and they spoke for 23 seconds; and at 23.43 Mr Asif called Mr Butt and they spoke for 17 seconds.
57. At the close of play on the second day of the Oval Test (ie Thursday 19 August 2010) England had scored six runs for the loss of one wicket in its second innings.
58. Sometime before 9 am on 20 August 2010, Pakistan head coach Waqar Younis talked to Mr Amir and Mr Asif on the need to avoid bowling extras (including ‘no balls’) that day at the Oval Test because of what had happened on the first day.²⁴
59. Mr Amir texted Mr Majeed at 06:57 am that morning (Friday 20 August 2010); and Mr Majeed replied at 07:56. Mr Majeed called Mr Butt at 08:15 the next morning and they spoke for 27 seconds.
- At 8.36 am, Mr Butt sent a text message to Mr Majeed (after receiving four text messages from Mr Majeed)
- At 8.38 am, Mr Amir tried to telephone Mr Majeed, but got no answer.
- Mr Amir then called Mr Majeed at 08:39, speaking to him for 61 seconds (check)
- At 8.42 am, Mr Amir sent a text message to Majeed.
- At 9.02 am, Mr Butt phoned Majeed and they spoke for 45 seconds.
58. In a phone call at 9.45 am Mr Majeed told MK: *‘Ok, so it’s all been organised for this morning,’* but that he had just been advised that the two deliberate ‘no balls’ had had to be called off because of the talk that the fast bowlers had been given by Pakistan head coach about avoiding extras. *‘They said because after the talk this morning they don’t want to do any new balls today. No balls sorry... It’s just because of this talk this morning he doesn’t usually do it But bloody because he had this talk it’s just going to look a bit suspicious.’*

²⁴ Pakistan’s bowlers conceded the following eleven extras on day one of the Oval Test: Mr Asif bowled two “no balls”; Mr Amir bowled one “no ball” and one wide; and Wahab Riaz bowled two “no balls” and five wides. Mr Asif accepted in evidence that these were an unusual amount of extras for a Test. It is not suggested that any of these no balls were other than the product of genuine effort: but what occurred on the first day of the Oval Test is relevant to what did (or did not) happen on the third day, and is part of the fabric of the ICC charges relating to the Lords’ Test. Pakistan only bowled 3 overs on day two of the Oval Test.

MK asked: *'It'll happen tomorrow?'* and Mr Majeed replied: *'Yeah but also if you meet me tonight yeah I'll even get you better proof. As well as the no-balls the following day. Okay? ... Leave it 'til tomorrow. We'll do something tomorrow if they're batting or something if they're bowling. One or the other'*

59. Play ended the Oval test on 20 August 2010, with England nine wickets down in second innings.
60. **That evening, Friday 20 August 2010, Mr Majeed called Mr Amir at 19:57 and Mr Amir called Mr Majeed at 20:47 Mr Majeed texted Mr Amir at 22:07 and 22:08 and Mr Amir texted Mr Majeed back at 22:09.**
61. At 11.32, MK called Mr Majeed at Mr Majeed's request. The following conversation took place in which Mr Mr Majeed purported to explain why the Oval fix could not be pursued.

MM: *'The problem is there's only one wicket left. ... it would all go to pot if their last two are batting, yeah, they could get out within the first two balls.'*

MK: *'Yeah but they probably won't be out first two balls, they might last an over or two, mightn't they?'*

MM: *'Yeah but the problem is Saeed Ajmal is bowling on the other side and we haven't got him. ... He's not with us.'*

MK: *'Who's the other bowler?'*

MM: *'Amir. ... Amir has got one ball left of his over.'*

MK: *'Ok, alright.'*

MM: *'But there's ... we can never, you can never do on the first ball because the markets don't open on the first ball. If we're going to do a no ball we'd do something on the market. ...'*

...

MM: *'No balls are easy yeah but the point is there's no point organizing no balls when there's one wicket left to go ... because then you can organize it and nothing happens then it's worthless.;*

MK: *'Right. Is there a possibility of a no ball with Amir tomorrow? If the guys last an over? If they last one over which they may do.'*

MM: *'Yeah but you know the coach has said – I don't know if you watched the match yeah all the wickets were taken by spinners, yeah – so after that ball, that first ball, he's going to put Saeed Ajmal on yeah right, then he's gonna put on either Imran Fahat yeah as a spinner because they know the ball is spinning so much and the two ... and they gonna put about five players around the bat for a bat/pad catch. But they're not even going to be going with Asif yeah, [REDACTED] or Amir so with the three ones that we could get the no balls off'*

MK: *'Right.'*

MM: *'... who are our three bowlers.'*

62. However, Mr Majeed also told MK in the same phone call that when Pakistan came in to bat the next day at the Oval, Mr Butt would bat out a maiden over in the first full over he faced:

MM: *'Ok, so tomorrow yeah, what we've got is just for the confidence obviously, yeah, and you don't have to pay me any more, what you paid me is fine for this, is when Butt comes out to bat, yeah?'*

MK: *'Yeah.'*

MM: *'Yeah, the first over he faces, yeah?'*

MK: *'Yeah.'*

MM: *'Like, say for example he comes out on the third ball, yeah, the next over that he's actually facing the first ball, yeah?'*

MK: *'Yeah.'*

MM: *'Right, he'll play a maiden over.'*

63. MK said a maiden like that could happen anyway when a batsman had just got in. He asked if Butt could bat not only the first over that he faced but also the third over that he faced as a maiden. Mr Majeed said: *'Yeah, could do that. ... I'll speak to him now. ... Why don't I do it on loudspeaker when you can listen on the other line, yeah?'* and MK agreed.

64. Mr Majeed then placed the call to Mr Butt at 23.41.

65. The conversation between Mr Majeed and Mr Butt went as follows:

MM: *'You know the maiden yeah that we're doing for the first over yeah.'*

SB: *'Yeah.'*

MM: *'You know the third over you play yeah.'*

SB: *'Yeah.'*

MM: *'One more maiden.'*

SB: *'Bro, just leave it, okay?'*

MM: *'You don't want to do the next one, the third one?'*

SB: *[inaudible]*

MM: *'Right, I'll call you in the ...'*

SB: *'We don't know what the situation will be at that time.'*

MM: *'Ok, right, I'll call you in the morning and we'll speak then.'*

66. Mr Majeed then hung up, and he and MK agreed that MK would go to Majeed's house in Croydon, Surrey, the next day 21st August, between 8 am and 8.30 am, and Mr Majeed would call Mr Butt back then.

67. The fourth meeting between MK and Mr Majeed took place on 21st August 2010 at Mr Majeed's house. Mr Majeed reinforced that Butt would bat out the first full over that he faced as a maiden and then agreed at MK's request that Butt would signal he was going to do so by patting the pitch with his bat after the second ball he faced. In the same conversation, Mr Majeed identified Mr Butt as being *"a million percent trustworthy"*.

68. Mr Butt then called Mr Majeed at 8.14am and Mr Majeed put the call on loudspeaker so that MK could hear it.

69. Mr Majeed's conversation with Butt went as follows (English translations in square brackets):

MM: *'Salaam Alikum.'* [hello]

SB: *'Walimum Salaam. [hello] What?'*

MM: *'Boss, just stick to what we said last night, okay. Just leave it as that. Okay.'*

SB: *'Yes.'*

MM: *'So, just, just the first full over you play, you just make sure you play a maiden, ok.'*

SB: *'Theek Hai'. [okay]*

MM: *'Right and just do one thing though. Don't forget. After the second ball, just go and tap the middle of the pitch as a signal. Theek hai?' [okay?]*

SB: *'Theek hai'. [okay]*

MM: *'Okay, don't forget that, after the second ball, the signal. Boss good luck. I'll speak to you soon.'*

SB: *'Ok.'*

MM: *'Ok bye.'*

70. On MK's insistence Mr Majeed subsequently sent a text to Mr Butt to remind him to signal by tapping the pitch after the second ball, *"Please tap after second ball faced"* and then sent Mr Butt yet a further text to specify he should give the signal after the second ball he faced when he came in, not the second ball of the over in question.
71. **Mr Butt received four texts from Mr Majeed in the half an hour that followed that 08:14 call on Saturday 21 August, 2010.**
72. When play began at the Oval Test on Saturday 21 August, 2010, England's second innings lasted only four more balls before the last wicket fell, and Pakistan then started its second innings. One of its opening batsmen, Yasir Hameed, was out on the fifth ball of the first over, and so Mr Butt came in to replace him when the innings, and the new ball, was only five balls old.

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73. Mr Butt did not give the pre-agreed signal after the second ball he faced, and he did not bat out the first full over that he faced as a maiden. MK called Mr Majeed at 11.35am to seek an explanation and Mr Majeed pointed out that "he didn't give a signal" "and "felt it might be risky trying to defend it with a new ball".
74. **At 16:02 on Saturday 21 August, 2010, Mr Majeed called Mr Butt and they spoke for 197 seconds. Ten minutes later, at 16:15, Mr Majeed texted MK and asked him to call. Between then and MK's response the billing records show Mr Majeed speaking to both Mr Asif and Mr Amir.**
75. At 20.03 when MK called, Mr Majeed claimed to relay to MK Mr Butt's explanation of why he had not given the signal and had not batted out a maiden ("*very hard to do with a brand new ball*"). He also claimed to relay a concern of the players with whom he had "*just had a word*" that 'MK' had not paid the £150,000 'deposit'.
76. **Then at 20:19, having concluded the call with 'MK', Mr Majeed called Mr Butt and they spoke for 357 seconds.**
77. The next morning on Sunday 22 August, 2010, Mr Majeed and MK spoke again by phone at Mr Majeed's request and Mr Majeed immediately picked up the same theme pushing for MK to pay the £150,000, while MK said he first wanted proof that the players would do what Mr Majeed asked them to do on the field. Mr Majeed said that if MK gave him £150,000 *'I'm going to get you two no balls and I'm going to give you a bracket'* at the Lords Test.

The conversation continued:

MK: *'Ok. So you are guaranteeing me now, that if I give you 150k, you are going to give me two no balls, well, it depends if they are batting, or they might be bloody batting first.'*

MM: *'Then you can take the second day bowling. That is to get you confident. Then to get you confidence to put the big money on the next bracket. Ok?'*

MK: *'So we'll get two no balls and we'll get a bracket.'*

MM: *'Yeah.'*

78. On Tuesday 24th August, 2010 MK and Mr Majeed agreed to meet at the Copthorne Tara Hotel on Wednesday, 25th August 2010. They had confirmed at 13.31 on the former day the meeting time on the latter day as 23.00. MK promised to bring the £150,000 with him.
79. **On 25 August, 2010, prior to Mr Majeed's proposed meeting with 'MK' Mr Majeed called or texted Mr Butt nine times and Mr Butt called or texted Mr Majeed four times. Mr Butt called Mr Asif at 19.57 and again at 20.01. Mr Amir called Mr Majeed five times and texted him four times; and Mr Majeed called Mr Amir three times and texted him eight times.**
80. The fifth meeting between Mr Majeed and MK duly took place on the evening of Wednesday 25 August, 2010 at the Copthorne Tara Hotel.

Their conversation went in material part as follows:

MM: *'I can tell you now exactly what's going to happen ... when we bowl. ...'*

MK: *'This is what it's going to be yeah. You're going to do this now to show me that you are serious ...'*

MM: *'then I'm going to prove to you, I'm serious. ... Boss, what I want to do, yeah, right, is I'm going to tell you now, yeah, exactly, I'm going to give you three no balls, ok right, to prove to you firstly that this is what's happening. ... No balls are the easiest, and they're the most clearest. There's no signal, nothing. These three are definitely happening.'*

MK: *'Okay.'*

MM: *'They've all been organised, ok. So the first ball of the third over of the innings, yeah.'*

MK: *'Ok first ball of the third over of the innings, right. So who's going to be opening?'*

MM *'Asif and Amir are going to be bowling.'*

MK: *'So do we know which one?'*

MM: *'That is going to be Amir. Amir is going to bowl the first over, yeah.'*

MK: *'So the first ball ...'*

MM: *'Of the third over.'*

MK: *'Of the third over. Is there any signal?'*

MM: *'No signal. It'll just happen.'*

MK: *'It's a no ball, ok.'*

MM: *'Ok. Then the tenth, the last ball, sixth ball of the tenth over.'*

MK: *'Last ball of ...'*

MM: *'... the tenth over.'*

MK: *'... the tenth over. Who's bowling it?'*

MM: *'Asif will be bowling it.'*

MK: *'Ok.'*

MM: *'And the next one, will be you know Amir, he goes over the wicket to right handers.'*

MK: *'Ok.'*

MM: *'So whenever the right hander comes in, he'll be going round the wicket. Ok?'*

MK: *'Ok.'*

MM: *'The over he goes round the wicket, the last ball of that over will be another no ball. ... The first over he bowls around the wicket, the last ball of that over will also be a no ball. ... After you see these three, yeah, you'll know that that's no coincidence, yes or no? ... I've given you the three. ... This is what's going to happen.'*

MK: *'Ok.'*

MM: *'Ok. This is exactly what's going to happen, you're going to see these three things happen.'*

MK: *'Right.'*

MM: *'Ok, then you're going to see that I'm, I'm talking 100 percent and I'm serious as well as you're serious.'*

MK: *'Ok.'*

81. The following further exchange took place between Mr Majeed and MK during the same meeting:

MK: *Ok so what am I getting for 150 grand, tell me.'*

MM: *'All I'm saying is let's get this out the way, so you are confident ...'*

MK: *'Ok.'*

MM: *'... in exactly what I'm saying.'*

MK: *'So this is nothing to do with our 150 grand, this is you trying to convince us that it's definitely on?'*

MM: *'Yeah. This is for the ten grand you've given me.'*

MK: *'Ok.'*

MM: *'Just say I've given you three no balls. Make whatever you want on it.'*

MK: *'Okay. We won't make that much money on it as you ...'*

MM: *'Make whatever you want on it.'*

MK: *'Alright, that's fine.'*

MM: *'The 150 is security ...'*

MK: *'Right, okay.'*

MM: *'... what you are giving me, to show that you are serious.'*

MK: *'Okay.'*

MM: *'After that, I'm probably going to give you a bracket.'*

MK: *'That's included in the cost of the 150.'*

MM: *'Well, no, what we'll do, we'll finalise a price for each one and we'll just take it off the balance. We'll take it off the 150 till we're square.'*

MK: *'Ok.'*

MM: *'And then from then on, once we do it, then you pay us, once we've done it.'*

82. MK then asked if Mr Butt would do something if Pakistan batted first but Mr Majeed said:

MM: *'No, because it hasn't been organ[ised], I've just left them now, I'm not going to go back. This is, this is more than enough that I've given you.'*

MK: *'Ok, alright, let's see that happen.'*

MM: *'Yeah, you'll see this happen and then you'll be confident, okay, because there is no way that could be a coincidence.'*

MK: *'No, no.'*

MM: *'Not even for one. I'm giving you three.'*

MK: *'Ok.'*

MM: *'Ok.'*

MK: *'Right so there's no confusion, yeah, so the first ball of the third over of the innings ...'*

MM: *'... innings yeah, Amir's second over.'*

MK: *'Right, okay, so that will be a no ball, okay. And the last ball of the tenth over, Asif, yeah. Last ball of the tenth over, I mean, so Asif will definitely be bowling the tenth over, yes?'*

MM: *'For sure. The captain knows, he's the one that brings them on and brings them off. He will definitely do it.'*

MK: *'So if he's not bowling the tenth over, then what happens?'*

MM: *'He will be bowling the tenth over, it's decided he's bowling the tenth over.'*

MK: *'Yeah.'*

MM: *'Yeah.'*

MK: *'Ok. If he isn't then I'll have grounds to scream, yeah. We're putting money on it now, on your say so we're going to put money on it.'*

MM: *'Boss, he will be bowling that over.'*

MK: *'Asif is bowling the tenth over, ok. ...'*

83. Mr Majeed then warned MK that there remained a risk that the fix would not work, because even if the bowler steps over the mark, the umpire may not call a 'no ball': *'I can't say it's guaranteed because we're not the umpire, we're not paying the umpire.'* MK

said then, that to minimise that risk, *'it's got to be well over the line'* and Mr Majeed said, *'They will be well over the mark, they will be well over the mark. ...'*. There was then this interchange:

MK: *'No but a no ball, if he puts his foot well wide of the mark ...'*

MM: *'He will boss, don't worry about it, you will see it.'*

84. MK then opened a briefcase, filled with £140,000 in £50 notes (in bundles of £2,500 each), and said that with the £10,000 he had previously handed over, that made £150,000 in total. Mr Majeed said: *'Well it wasn't what we said because the ten grand was for this'*, and MK said he would give Mr Majeed another £10,000 later. Mr Majeed then counted out the £140,000.
85. As Mr Majeed counted out the money, MK sought further assurance from him about the fix (and further confirmation of Mr Butt's involvement in it):

MK: *'So what, there's no question, Salman is definitely going to put these boys on to bowl these overs, yeah.'*

MM: *'Yeah.'*

MK: *'100 per cent. You've discussed it with him.'*

MK: *'Boss you'll see.'*

MK: *'Ok.'*

MM: *'Just relax, I promise you ok. ...'*

MK: *'Right, ok. But they may be batting first, that's the other thing.'*

MM: *'Then we have to wait for the second day.'*

MK: *'Ok.'*

MM: *'At the end of the day, you know what's going on, and you know what's going to happen, yeah.'*

At that point, Mr Majeed called Mr Amir on the phone:

MM: *'I'll ring Amir now.'*

(MM then dialled the number on his blackberry and the following dialogue ensued between MK and Mr Majeed)

MK: *'Who's that Amir?'*

MM: *'Hm.'*

MK: *'Well get him to confirm, does he understand what we're talking about?'*

MM: *'No he understands.'*

MK: *'Explain it to him.'*

MM: *'No I'm not going to explain it to him.'*

MK: *'Ok alright.'*

MM: *'Because we don't talk on the phone.'*

MK: *'Ok, ok.'*

(Phone rings) and the following dialogue ensued between Mr Majeed and Mr Amir.

Amir: *'Hello, hello.'*

MM:(in Urdu) *'Are you sleeping fucker?'*

Amir: *'Yeah I was.'*

MM: (in Urdu) 'Ok sleep.' (English) 'Just, we've spoken about everything before anyway. Ok don't mind.' (Urdu) 'You sleep, okay?'

Amir: 'Alright, ok.'

MM: 'I got him sleeping. I didn't realise it was tomorrow.'

86. The following exchange also took place at the same meeting:

MM: 'After that, I'm going to give you something to play with. Because then, when I give you something to play with, then you're going to know, because of this, this is no coincidence. You can put the money on, and feel comfortable putting the money.'

MK: 'So you don't think we should put money on this yet?'

MM: 'Put the money on this if you want because my guy in India, yeah, he makes 40,000, 50,000 on each ball. ... Put the money on it. ...'

'Just say I've given you three no balls. Make whatever you want on it.'

MK: 'Okay. We won't make that much money on it as you ...'

MM: 'Make whatever you want on it.'

87. Shortly after Mr Majeed left with the £140,000 in cash. He asked MK to call him the next day "when its happened"

88. On leaving the Copthorne Tara Hotel a few minutes later, Mr Majeed **immediately** called Mr Asif, at 23:16 (for 30 seconds) then called Mr Butt, then called Mr Amir three times (at 23:39, 23:38 and 23:48) without success. Mr Majeed then called Mr Amir **again** at 1.24 am, and this time Mr Amir answered and they spoke for 21 seconds. Furthermore, Mr Amir texted Mr Majeed at 06:24 and 06:28 the next morning of 26 August, 2010. Then Mr Majeed called Mr Amir **again** at 08:14 the next morning of 26 August, 2010, and they spoke for 26 seconds.

89. On Thursday 26th August, 2010, the first day of the Lords test, Mr Butt won the toss and put England into bat. No balls were bowled in the sequence²⁵ that follows.

²⁵ The rule in the Laws of Cricket against which the No Balls fall to be judged provides as follows:

Law 24.5 (Fair Delivery – the feet) – “5 (Fair delivery – the feet – For a delivery to be fair in respect of the feet, in the delivery stride: (a) the bowler’s back foot must land within and not touching the return crease appertaining to his stated mode of delivery; (b) the bowler’s front foot must land with some part of the foot,

The Lords' Test

90. *1st Amir No Ball*

Mr Amir bowled a no ball on the first ball of the third over of England's first innings as depicted on television below. As will be seen, this no ball coincided exactly with the one predicted for its delivery.

The 1st ball of the third over on the first day of the Lords Test, 26.08.10, Amir bowling



91. The individuals who provided the ball-by-ball commentary on the CricInfo website on days 1 and 2 of the Lords' Test match were Mr McGlashan, Mr Brickhill and Mr Dutta, each an Assistant Editor of CricInfo. It is not clear from the CricInfo

whether grounded or raised (i) on the same side of the imaginary line joining the two middle stumps as the return crease described in (a) above and (ii) behind the popping crease. If the bowler's end umpire is not satisfied that all of these three conditions have been met, he shall call and signal no ball".

website which of the trio provided the commentary for the 1st ball of the 3rd over of the England 1st innings. Whoever it was stated:

'Mohammad Amir to Cook, 1 no ball, 88.3 mph, no-ball this time from Amir, rare from him, the delivery was pretty decent though, swinging away a fraction. Yikes, on replay that was an enormous no-ball, good half a metre over the line'

92. The Sky broadcast commentary of the same ball was provided by Ramiz Raja ('RR') and Ian Botham ('IB'). They stated:

IB - No ball is the call. Front foot no ball. Because of the one-dayers, you don't see that too often now. The bowlers who play both forms of the game, because they have got into the discipline of keeping behind the front line. Because in the one day game it's a free hit. It's just an extra delivery and a run in this form of the game.

RR - He's inexperienced, we know that, Mohammad Amir. Though, extremely clever in the mind. Maybe ... oh, it's a big no ball ... maybe he's finding it a little difficult because of the wet patches in his run up to get it absolutely right. There's a little bit of wetness around. Maybe that is the reason why he could be struggling a little to maintain good consistent line and not to overstep.

IB - There you go. See, it's just where he starts to take off. Just where he starts loading himself up to bowl.

93. It is estimated that Mr Amir overstepped the back of the popping crease on this delivery by 9 inches.

Asif 'no ball'

94. Mr Asif bowled a no ball on the last ball of the 10th over of England's 1st Innings as depicted on television below. This no ball also coincided exactly with the time it was predicted it would be bowled.



95. Again it is not clear from the CricInfo website which of the trio provided the commentary for that ball. Whoever it was stated:

'Mohammad Asif to Strauss, (no ball) 1 run, 82.7 mph, Strauss picks up a single with a controlled prod towards point.'

96. The Sky broadcast commentary of the same ball was provided by David Lloyd ('DL') and Michael Atherton ('MA'). They stated:

DL - *'Just oversteps on the front line and looks as if he wants a bit of sawdust, it might be quite greasy. When you see his foot position at the bowling creases, I think he's in a perfect position. Just see where the sawdust goes down on the back foot first. But just look at that front foot where it lands, which means that his arm, if his left leg lands there ... he's way over ... his arm must be over the stumps. He'll be bowling wicket to wicket.*

MA - *Seen a couple of biggish no balls actually. One from Amir. He was over that front line by a good half a foot or so.'*

97. It is estimated that Asif overstepped the back of the popping crease on this delivery by 2 inches.²⁶
98. The umpires ended the first day early at 17.40 pm because of adverse weather conditions. Mr Amir had no further opportunity to bowl that day.
99. **Mr Amir called Mr Majeed at 17.55 and spoke to him for 35 seconds; at 17.59 Mr Butt tried unsuccessfully to reach Mr Majeed by telephone, but successfully at 18.22. Mr Amir texted Mr Majeed at 19.40. Mr Majeed then called Mr Amir again at 21.05 and they spoke for 29 seconds. Mr Majeed called Mr Amir at 21.38 and they spoke for 39 seconds, Mr Asif at 21.41 and Mr Amir again at 21.38 and they spoke for 14 seconds. Mr Asif called Mr Majeed at 21.46 and they spoke for 37 seconds.**
100. At 10.15 pm Mr Majeed called MK. He told him that the third 'no ball' he had promised MK, that Amir had not had a chance to bowl on the first day of the Lords Test, would now instead be bowled the next morning, as the third ball of Amir's third over:

²⁶ Two balls later, on the 2nd delivery of the 11th over of the England 1st innings, Wahab Riaz bowled a no ball. The Sky broadcast commentary of this ball was provided by MA. He stated:

MA - *'Well Wahab is a different type of bowler from Amir and Asif. He's got a lower arm, he's not going to hit the seam as much because of that. And he certainly in the first game at the Oval he didn't look like a bowler who would swing the ball back at the right hander i.e., away from either left hander. Another big no ball.*

It is estimated that Riaz overstepped the back of the popping crease on this delivery also by 2 inches. It is not suggested that this was a pre-arranged or predicted no ball but it was relied on as part of Mr Asif's Defence to which we shall refer later.

MK: *'Ok so is it still going to go on, the third one still tomorrow?'*

Majeed: *'Yeah.'*

...

MK: *'Ok what we going to get tomorrow then? Tomorrow we've got the third no ball?'*

Majeed: *'Yeah, I'll give you the other no ball, yeah right. And you need to give me ten more ok.'*

MK: *'Ok fair enough. ... So ...'*

Majeed: *'Ok'*

MK: *'... so third no ball exactly the same.'*

Majeed: *'Yeah get that out the way. What it is, I'll tell you right now what it is. Right, it's going to be Amir's third over.'*

MK: *'Amir third over'*

Majeed: *'and third ball'*

MK: *'Third ball'*

Majeed: *'Yeah.'*

MK: *'Ok.'*

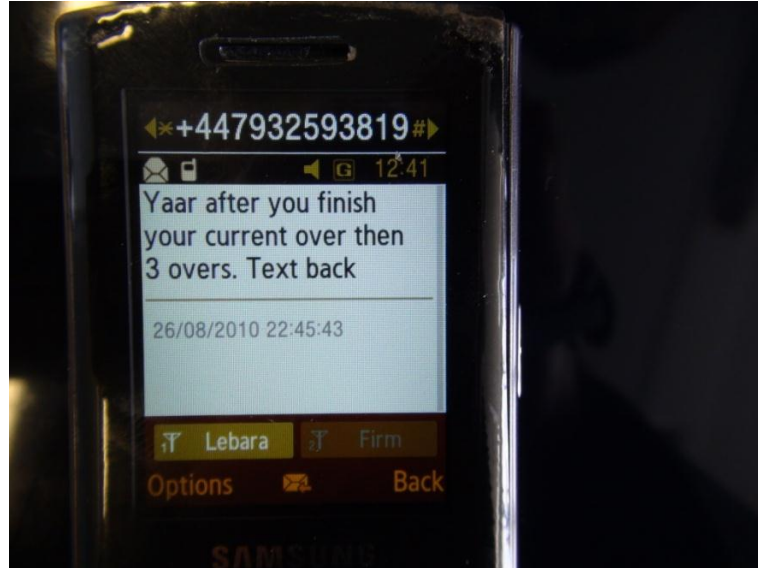
Majeed: *'It'll be his third over, not the third over of the game.'*

MK: *'His third over, ok got it.'*

Majeed: *'Ok.'*

101. At 10:45 pm, MK received the following text from Majeed: *'Yaar after you finish your current over then 3 overs. Text back.'*

Text sent from Majeed's phone, 26.08.10, 22:45



'Yaar' is Urdu for 'mate'.

102. MK replied: *'wrong person'*.
103. At 22:46, i.e. immediately after sending the above text to 'MK', Mr Majeed sent a text to Amir (07932 593 819). Mr Majeed's message ended with the words: *'Text back'*. At 22:48 Mr Amir sent a text from his mobile phone (07405 377 432) to Mr Majeed's phone (07932 593 819).
104. At 11.34 pm, Majeed again spoke to MK, to clarify the same point with him, i.e., that Mr Amir would bowl the three balls remaining from his last over of the previous day, and the deliberate 'no ball' would be bowled on the third delivery of his third full over after that: *'Bruv, just to tell you so there's no confusion yeah, right, he's finishing the over he's currently bowling yeah ... 'cos rain stopped play so he's still got three balls left of his current over, yeah .. so once that's over then the third ball of the following three. Do you get what I'm saying? ... So we don't count the one that he's doing now.'*

105. At 10.37 am the next day (Friday 27 August 2010), MK called Majeed in response to a text from Mr Majeed. Majeed suggested there was *'no point doing the third one now'*, but MK said it had to go ahead because bets had been placed on it:

MK: *'Right, well I've already told my boys. They've ...'*

MM: *'You've already told them.'*

MK: *'I've already told them. They're ready for it. They're ready to place.'*

MM: *'Are they making money on it?'*

MK: *'They will be, yeah.'*

MM: *'They're making money on it, yeah?'*

MK: *'Yeah, yeah sure.'*

MM: *'I thought you couldn't make money on the no balls?'*

MK: *'On this one they will. On this one they will. Not much but ...'*

MM: *'So you can place on no balls then?'*

MK: *'Yeah, yeah, not big but yeah.'*

MM: *'What sort of monies?'*

MK: *'We'll talk when we meet but there's something definitely on it, yeah. Definitely on it, yeah.'*

MM: *'Yeah, yeah, oh.'*

MK: *'If you can do it, it'd be good' ...*

MM: *'Alright, we'll do it then.'*

...

MK: *'It's already laid on that end, you see? I can't keep cancelling them, yeah?'*

2nd Amir 'no ball'

106. Mr Amir bowled a second no ball on the 3rd ball of the 19th over of the England 1st innings as depicted on television below. The timing of this no ball also coincided exactly with that predicted.

3rd ball of Amir's 3rd full over of the second day of the Lords Test, 27.08.10



107. Andrew McGlashan, who provided the CricInfo commentary, stated:

'Mohammad Amir to Trott, (no ball) 1 run, 88.5 mph, ooh, that's a good short ball. The surprise option from Amir and Trott got into a tangle as he fended into the leg side but no short leg in place...however, Amir had overstepped by a long way'

108. The Sky broadcast commentary of the same ball was provided by Michael Holding ('MH') and Ian Botham('IB'). They stated:

MH:- *No ball is the call, but that was the short ball that we were expecting with the field place as it has. And that reaction from Trott even shows you that you are better off having that short leg. How far was that ... wow.*

IB:- *That's like net bowling.*

109. It is estimated that Mr Amir overstepped the back of the popping crease on this delivery by 12 inches.

110. Waqar Younis - the Pakistani coach - was prompted to ask in the dressing room at close of play "*What the hell was that?*". Mr Butt, according to him, replied:

"I told him to do it because the batsman was coming on the front foot. I told him to come forward and bowl him a bouncer"

111. Shahid Afridi, the former Pakistani captain, said in evidence,

"When I subsequently watched the television coverage of the three no balls that was said to be deliberate, any reaction was that they looked very bad. In particular I remember thinking that Mohammad Amir did not usually bowl "no balls of the sort" that he had bowled at the Lords test match".

POLICE SEARCHES

112. On the evening of Saturday 28 August, 2010, the Metropolitan Police came to the Pakistan team hotel and conducted searches of the rooms of each of Mr Butt, Mr Amir and Mr Asif.

113. Major Najam (the Head of Security for the Pakistan team) went to Mr Butt's room while the police were searching it. It is accepted that Mr Butt was '*very distressed*'

and Major Najam states, which Mr. Butt denies, that Mr Butt kept saying: *'I am fucked, I am screwed'* (but also *'what's happening, what have I done?'*).

114. In Mr Butt's and Mr Amir's room, but not in Mr Asif's, £50 notes were found whose serial numbers corresponded with those given by 'MK' to Mr Majeed. Mr Butt and Mr Amir claimed that Mr Majeed had paid them for attending the opening of an ice-cream parlour in Tooting, one of Mr Majeed's ventures.

THE DEFENCE

115. The position of the players against whom charges have been brought as to how it was that MM was able to predict the three no balls and the timing of their execution changed over time. In initial interviews with the Metropolitan Police on 3rd September, 2010, Mr Butt said on four occasions that it was *"freakish"*. Mr Asif simply said *"so he can predict"*. Mr Amir said it was *"a coincidence"*. By the end of the hearing before us, however, Mr Butt's position was that MM must have had inside information but that it had not come from him. Mr Amir did not proffer any explanation other than fortuity. Mr Asif's position was that MM must have had inside information, but suggested that Mr Butt was its source. Mr Asif's explanation about the calls made to Mr Majeed on the night after the first day of the Oval Test, ie early on the 19 August, 2010, was that they concerned possible procurement of sponsorship for him by Mr Majeed.
116. It therefore followed that the three players' defences before us were different. Mr Butt accepted that there was a fix, but denied that he was part of it. Mr Asif asserted that Mr Butt was part of a conspiracy and that he himself was, as we shall explain,

the unwitting instrument of Mr Butt. Mr Amir denied his involvement in any fix, the existence of which he did not formally accept.

117. We shall consider their cases separately and in turn, but before we do so we note this element of commonality. All three players made a wholesale denial of the charges. All three players relied on their clean records. All three players denied that they were subject to any financial pressure to indulge in such illicit activities as was alleged against them. Mr Butt in fact produced evidence of substantial earnings in the past two years. They also stressed, as was not in issue, their formidable record as Test match cricketers. Mr Butt in particular -with the support of impressive character witnesses emphasised his charitable works and sportsmanlike conduct on the cricket field. We took all of these factors into account.

Prefatory observations

118. We accept that, taken simply by themselves, Mr Majeed's claims to MK that, *inter alios*, Mr Butt, Mr Asif and Mr Amir were in his stable of corrupt Pakistani cricketers would be of slender evidential weight. In general, the fact that A tells B that C is corrupt cannot fairly be used on its own to inculcate C of corruption. More particularly, Mr Majeed was not available for cross examination. Not having heard him, it would be inappropriate for us to make any findings on his credibility. In favour of the Players, however, it must be said that the recordings on their face show him to be plausible, quick-witted and ever ready to 'big up' his prowess as a controller of the Players. Moreover, he reveals himself to be venal to a degree, and capable of boastful exaggeration. Thus, he stated that he had opened Swiss bank

accounts for his Players, when in reality he appears to have preferred using envelopes with cash.

119. As in so many things, however, the proof of the pudding had to be in the eating. The no ball project was intended as a confidence-building exercise, to establish that he was indeed honest in his claims of successful corruption. We accordingly have to look to the objective facts to determine how much weight must be given to his claims, particularly when they involve the three Players.
120. Some time at the hearing was spent investigating the extent of contact, social and commercial, between Mr Majeed and the players. Suffice it to say that, without considering the evidence in microscopic detail we were satisfied that the relationships were, albeit in varying degrees, close: the billing records alone established that much. We were also satisfied that the players were at the material time friends as well as fellow teammates: all three players played for National Bank of Pakistan.
121. It is of course the case that with notable exceptions²⁷ involving Mr Butt and Mr Amir, the content of the inter-party communications is not before us. We may nevertheless assess the significance of their timing both as to the hour at which they took place, their frequency and more importantly, as to their chronological relationship to calls (of whose content we are aware) between Mr Majeed and MK. And we must certainly have due regard to the explanations given for them by the players.

²⁷ Which we have set out in full above at paras [65, 69 and 85] above.

122. In the section of the analysis that follows, we deal with the cases made out against and in favour of each individual player. When looking at the defence of each, we will consider whether the explanations of the phone calls offered by each when viewed in the context of the evidence as a whole, could reasonably be true.

MR BUTT

Mr Butt - The ICC Case

123. The ICC case against Mr Butt was in essence this. Mr Butt's relationship with Mr Majeed was close and long. During the particular period in August, 2010 with which we are concerned it was intense as shown by the billing records. He had been in receipt of suspicious calls from Mr Majeed during the Pakistani tour of the West Indies in May, 2010. We shall refer to those calls later. His recorded conversations with Mr Majeed during the Oval tests were manifestly incriminating; his reluctance to accept until the eve of the hearing that he was the counterparty to those calls speaks for itself. Mr Butt alone, as Captain, could guarantee for how long his opening pair would bowl. After the first day of the Lords test ended early, Mr Butt was in prompt and constant attempted contact with Mr Majeed. His reaction to the police search of his hotel room and the fact that notes found there corresponded with notes given by MK to Mr Majeed was itself significant.

Mr Butt, the Defence case

124. Mr Butt's essential defence was developed by Mr Bajwa in this way. Mr Majeed is a serial hyperbolist. He has told a number of provable falsehoods. He had every reason to lie about his relationship with Mr Butt, who had to be presented in his role

as captain as an integral part of any fix to add credibility to Mr Majeed's claims to organise spot fixing. While it was essential that the bowlers would be part of any fix, in fact they could have agreed to bowl no balls without Mr Butt's involvement. Mr Majeed could have made contact with them directly or, in theory, via some person other than Mr Butt. Mr Waqar Younis's opaque recollection of Mr Butt saying to him in the changing room after Mr Amir's second no ball "I told him to do it because the batsman was coming onto the front foot. I told him to come forward and bowl a bouncer" could only implausibly be construed as an admission of an instruction to bowl a no ball. In any event it was not accepted as a true version of what was said - Mr Butt's case being that the reference to coming forward was to batsman not bowler. While it was true that as captain Mr Butt was the only person able to guarantee when Mr Amir and Mr Asif would be bowling, they were the established opening pair, and likely, so the record of Pakistan's 2010 Test matches illustrated, to be bowling at least 5 consecutive overs each. Mr Majeed had never in any event promised MK 100% certainty, only 85%.

125. Mr Bajwa contended further that in relation to the abortive Oval no balls fix there is no direct evidence inculcating Mr Butt. The ICC case on that fix relies essentially on the unreliable Mr Majeed and, in this context, equally unreliable MK. There is no evidence that Mr Butt's admitted contacts with Mr Majeed on the morning of 21st August, 2010 were to advise him that the fix had to be called off and why (i.e. because of Mr Younis's team talk). Their timing suggests otherwise. As to the unperformed Revised Oval fix, the telephone calls were part of prolonged tease by

Mr Majeed who poked fun at Pakistan's players for playing badly because they were being bribed to do so, and Mr Butt was playing along by fobbing him off.

126. Finally, Mr Bajwa contended, there is insufficient proof that some of the monies found in Mr Butt's hotel room were a pay-off for the fix. In particular the sum was but a fragment of what Mr Majeed had extracted from MK; and it could plausibly have related to his appearance as a celebrity at the opening of Mr Majeed's ice cream parlour in Tooting.

ANALYSIS: MR BUTT

127. Three sets of electronic communications between Mr Majeed and Mr Butt rightly came in for protracted analysis. The essential issue was what they evidenced; was it a conspiracy between the two to match fix (the ICC case) or was it merely a non-serious protracted tease by Mr Majeed which Mr Butt treated as such and, in so far as he replied at all, merely played along with it (Mr Butt's case)?
128. The first was unilateral correspondence between Mr Majeed and Mr Butt during the course of the Pakistani team's tour of the West Indies in May 2010. On 10 May, 2010, Mr Majeed texted the following message to Mr Butt on three different numbers: *'Bro once u spoken to him text me to confirm'*, and received back a reply *'Yes'* from Mr Butt. There are then five further texts sent from Majeed's phone to the same Dubai number. The first says: *'Ok how about other thing. One in 7th over and one in 8th ...'*. The next says *'This will only work if u score in first 2 overs and no wickets. Also even if we bat second innings it is same'*. (The third and fourth both say: *'Bro also confirm other*

thing in 7th and 8th over. 1 fall in each', and the fifth says 'Please text me confirm for second thing.')

129. On their face these messages appear to reflect a pre-existing discussion about spot fixing. Mr Majeed appears anxious to obtain confirmation of an agreement reached with him by Mr Butt. He sent two such communications in rapid sequence to a series of different phone numbers of Mr Butt [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
130. It can fairly be -and was- said on Mr Butt's behalf, that there is no evidence of a pre-existing discussion, no evidence that he made any response at all; and no evidence that any such fix as was on its face contemplated in the communications from Mr Majeed ever took place. However, it was certainly not the case that at this point in time Mr Majeed was seeking by a form of role-playing with Mr Butt to impress 'MK', the explanation given in respect of the next two sets of communications during the Oval test. Moreover, according to Mr Butt this was the first time in which Mr Majeed had ever made even a frivolous approach to him to fix matches, or spot fixing, as distinct from suggesting to him that particular defeats of the Pakistan team were the product of match fixing - a familiar reaction, according to Mr Butt, given the shadow cast over Pakistani cricket by some well publicised previous incidents. (Mr Butt had a tendency to equate jokes made by persons, after Pakistan had lost matches, that the matches must have been thrown with jokes

inviting Mr Butt in advance to fix matches or events within them. They are, however, in our view, entirely different in character.)

131. Mr Taylor for the ICC was also able to show that Mr Butt's responses to various requests for information directed to him by the ICC pursuant to powers under Article 4 of the Code had not revealed the totality of the mobile phones that he used during the West Indies tour, nor did Mr Butt give to the ICC the explanation that he gave to us, namely that there were other mobile phones but ones whose details he could not then recollect. In response to the ICC's formal demand for information²⁸, Mr Butt admitted what he had failed to accept in response to the ICC's original demand for information, i.e. that in the period 25 April to 16 August 2010 he was the user of two SIM card phone numbers²⁹, to which Mr Majeed texted incriminating text messages in St Lucia. This suggested a certain sensitivity on Mr Butt's part which would have been unnecessary if he had simply been the victim of a tedious tease.³⁰ The episode in Spring in St Lucia then appears to have been the overture to the main performance in Summer in England.

132. The Oval test communications between Mr Majeed and Mr Butt – here bilateral not unilateral – give specific support to the charges under Article 2.1.1.

133. When Mr Majeed told MK on Friday 20 August, 2010 that Butt would deliberately bat out the first full over he faced the next day (the fourth day of the Oval Test) as a

²⁸ Dated 16 November 2010.

²⁹ +44 7748 255294 and +971 566 922 101, along with the +758 284 3170 SIM card number which Mr Butt had already admitted to using in that period.

³⁰ Mr Butt told us that the tedious tease had continued throughout the summer; on how many occasions he could not recollect; but, according to him, he had told Mr Majeed as soon as he next met him shortly after the St Lucia communications, that he did not appreciate their being sent.

maiden, and MK asked if Butt could also bat out the third over that he faced as a deliberate maiden, Mr Majeed reached Mr Butt by the telephone, and the dialogue which we have set out in full before, took place.

134. On its face Mr Majeed is speaking at the outset about something already arranged between him and Mr Butt, to which he wished to add. On its face Mr Butt is rejecting the suggestion. Mr Majeed presses on and appears to elicit an agreement from Mr Butt to speak on the next morning when the situation may be different.
135. Mr Butt's suggestion is that this is merely another in the chapter of teases and he was trying to fob Mr Majeed off. Certain matters stand out, however.
136. First, this call took place at 11.32pm when it could reasonably be expected that Mr Butt would, as he was, asleep, recovering after a tiring day in the field, and on the eve of what might (and in the event would) prove to be an historic victory over England. Mr Majeed, a Pakistani cricket fan, must have known. It was a wholly unlikely time for Mr Majeed to have decided to repeat – what according to Mr Butt – was by now a stale and unwelcome³¹ joke.

Secondly, Mr Majeed clearly did not understand the character of the responses in the manner Mr Butt contended for. He did not interpret “*Bro just leave it okay?*” as a request to stop repeating a joke, but as a rejection of a proposal to bat out two maidens. He did not interpret “*We don't know what the situation will be at that time*” to mean that Mr Butt might or might not then be free to talk. Rather he took it to mean

³¹ See footnote [30] above

that there might be a possibility of reviving a fix but it would need discussion on the next day.

137. Mr Gul who represented Mr Butt at the provisional hearing frankly conceded that on the premise (itself then disputed) that Mr Butt was the counterparty to the conversation, it appeared to reflect a conspiracy. Mr Gul said:

'if this were a genuine conversation between someone who wished to involve themselves in the gambling conspiracy and a cricketer who was party to it, ... that conversation indicates that the cricketer is participating or intending to participate in the conspiracy.

'I will be frank with you – yes, if at the other line there is a cricketer who has some grunt service [ph] who plays in the match and he says these things, then, yes, the conclusion can be drawn fairly that he is in with them.'

We agree that the words admit of no other construction.

138. The following morning, Saturday 21 August, 2010, Mr Majeed and Mr Butt had a further telephone conversation which we have set out above.
139. Again, on its face the dialogue suggests that Mr Majeed has reverted to the maiden plan, but wants Mr Butt to indicate that the fix is on by giving a particular signal. On its face it seems that Mr Butt is agreeing. Mr Butt is entitled to point out that he did not give such a signal and did not bat out a maiden in the first full over. However, if this were yet another tease – again on the verge of an important day's cricket for Pakistan – Mr Butt would, in our view, have told Mr Majeed in no uncertain terms to stop troubling him in this unhelpful way, rather than play along by apparent acquiescence.

140. To sum up, we are compelled to reject Mr Butt's construction of these interchanges for these reasons.

First, even the most resolute joker must recognise that a time has come when the joke is not merely threadbare but has lost whatever threads it ever had.

Second, there is a time and a place for everything. No Pakistani fan would trouble the Pakistani captain with such trivia in mid-Test.

Third, Mr Butt has been inconsistent in his attitude towards the Oval calls moving from a position of denial that he was the counterparty³², to a position of inability to recollect one or another³³ - to one of putting the ICC to proof³⁴ - to one of acceptance³⁵. It is true that Mr Butt blames his lawyers for misrepresenting his position on certainly the first and third of those occasions. We find it, however, difficult to accept that someone in his position (and of his intelligence) should allow his lawyers not only to dictate his strategy (which would be conventional) but to make representations on his behalf which he knew to be less than truthful. Nor can we easily accept that experienced lawyers would gratuitously misrepresent the instructions received from their client. He must (we find) have - despite his denials - read the NOTW article which contained extracts from his dialogue with Mr Majeed and known full well from the start that it was indeed he at the other end of the line.

³² at the provisional Hearing.

³³ in his formal response to the request for information of 9th December 2010.

³⁴ a letter from his then Pakistani lawyers, Shaheed Saeed of Aitzaz Ahusan & Associates - December 13th 2010).

³⁵ His Answering Brief of December 27th 2010.

Fourth – and most compellingly in our view – the communications and interchanges themselves defy Mr Butt’s construction. Mr Majeed’s proposals are detailed, form a pattern, appear to be set in a context of other discussions, and persist. While the view we have formed of them must be – and is – our own, as we have mentioned, Mr Gul (a former Test match cricketer) shared it.

141. In sum we cannot accept that Mr Butt did not know that Mr Majeed was speaking seriously. At the least he was aware that an approach was being made to him to fix aspects of the Oval Test. However, we are not convinced that he intended to implement his apparent promise to bat a maiden in terms of the Revised Oval fix agreement. He did not in fact do so. It would not have been something he could guarantee, unlike in the case of a no ball where the performance lay entirely in the bowler’s hands, a maiden depended on the performance not merely of the batsman but of the bowler and fielders of the other team. He was, it is possible, merely playing along without any intention of involving himself in a risky undertaking to act on it. However, Mr Butt’s non-disclosure to the ICC of the renewed and highly improper approach to him by Mr Majeed amounts to a breach of Article 2.4.2, if not of any other Article.

142. Not only does the aroma of the Oval calls impregnate the approach to the Lords Test but, as in the case of the two bowlers to which we shall next turn, the very timing of other contacts recorded in the billing records is itself inculpatory³⁶. They happened exactly at the times one would expect if Mr Butt was involved in Mr Majeed’s dishonest enterprise, and had no other valid justification.

³⁶ Mr Butt’s implausible explanation for the calls before the start of play on the third day of the Oval Test on 20 August was that they related to his need for white trousers.

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143. Finally, Mr Butt was indeed the only person who could guarantee which bowler bowled, when, and for how long. The success of the fix could not be ensured without his collaboration.
144. Before concluding our analysis of Mr Butt's culpability we should point out that we have not relied on construing Mr Younis's evidence as to Mr Butt's explanation in the dressing room after the second Amir no ball, as being an admission. It was said in Punjabi and there is dispute as to both what was said and what it meant. We regard it as inherently unlikely that any such admission would be made and do not place his response in the scales against him.
145. We accordingly find as follows:
- a) With regard to the alleged revised Oval fix agreement, it has not been proved beyond reasonable doubt that Mr Butt is guilty of having agreed to take part in a spot fixing agreement. The ICC have, however, established beyond reasonable doubt that he failed to report to the ICC Mr Majeed's approach to him to bat a maiden over at a certain moment in the game. This failure constituted a violation of Article 2.4.2.
 - b) With regard to the charge based on the alleged Lords fix and revised Lords fix agreement, we find that the ICC have proved beyond reasonable doubt that Mr Butt played a significant part in both establishing and securing the implementation of a spot fixing agreement under which three balls would be bowled at pre - determined moments in the game. He accordingly made himself guilty of corrupt conduct under Article 2.1.1 of the Code.

MR ASIF

ICC Case

146. The ICC case against Mr Asif is in essence this. He had a close relationship with Mr Majeed, exemplified during the crucial period by the billing records. Mr Majeed made repeated claims to MK that Mr Asif was involved in match fixing in return for payment from bookmakers. The following factors were significant in giving credence to that claim: the coincidence of Mr Asif's no ball with Mr Majeed's prediction; the fact that Mr Asif was the first of the suspect trio that Mr Majeed called after his receipt of the £140,000 from MK on Wednesday, 25th August; the belated and somewhat volatile excuse that the no ball was the product of Mr Butt's instruction to him to accelerate his run up; the unlikelihood of such an acceleration causing a no ball, given that, inter alia, in the same spell he bowled seven deliveries faster than the "no ball", all of which were regular.

Mr Asif's defence

147. Asif's essential defence was as follows. He was instructed to run faster by Mr Butt who had the intention of causing him - as the instruction did - to bowl a no ball without Mr Asif being aware that such was Mr Butt's purpose. The instruction could indeed have been designed to have such effect; Mr Younis himself identified a faster run up as one of the facts which could cause a no ball. While it might not guarantee a no ball, Mr Majeed was a chancer; he offered to pay back the £150k if his predictions were shown to be vain; that would have covered any losses made by MK's putative betting clients; two successes out of three would have kept his

relationship with MK alive; he had already, over the so-called Oval fixes, shown a capacity to make excuses for failure. The fact that Mr Majeed showed reluctance in asking Mr Amir to bowl a third no ball on the second day but in the end ensured that he did, suggests that Mr Asif was not in on the plot; otherwise he would have asked Mr Asif to 'no ball' on the second day.

148. Mr Cameron was astute to remind us to bear both burden and standard of proof in mind. A reasonable doubt in the case against Mr Asif was all that was required to have the charges against him dismissed. He associated himself with submissions made by Mr Bajwa on behalf of Mr Butt about Mr Majeed's unreliability. Mr Majeed's references to Mr Asif being one of his corrupt stable were simply part of his hyperbole to impress MK. They had no independent weight.

149. Mr Cameron pointed out the contrast between the evidence that the ICC presented against the other players and against Mr Asif. He said (correctly):

That the relationship between Mr Majeed and Mr Asif appeared less close than that between Mr Majeed and the other players;

That the interchanges between Mr Majeed and Mr Asif as analysed by Mr Vertigen in the billing records were markedly fewer than those between Mr Majeed and the others;

That, unlike in the case of Mr Butt and Mr Amir, there was no recording of any interchange between Mr Majeed and Mr Asif which revealed its subject matter;

That Mr Majeed in contacting Mr Asif did not use what Mr Cameron asserted was the “mission” mobile, specifically dedicated, it was suggested, to discussions of the fix;

That the “no ball” bowled by Mr Asif was less extravagant than those bowled by Mr Amir.

That MA’s commentary on Mr Riaz’s no ball which we have set out above (“Another big no ball”) cannot be interpreted as cross-referring to Mr Asif’s earlier one; and

That no connection in the sense of £50 notes identified by serial numbers had been established in the case of monies found in Mr Asif’s hotel room, whereas in the cases of Mr Butt and Mr Amir the serial numbers coincided with those of the notes handed by MK to Mr Majeed.

150. We have given especially careful attention to the case against Mr Asif. On one hand, there were no text messages or recorded conversations directly implicating him. In his case only one no ball was involved, reducing the chances of fortuitous coincidence between prediction and result to just under a hundred to one against. His general involvement with Mr Majeed appears to have been less than that of the other two players. There is no evidence that he received any money at all from Mr Majeed, not even to attend the opening event for Mr Majeed’s ice cream parlour.
151. On the other hand, there is the fact that Mr Majeed identified Mr Asif to MK on a number of occasions as, not only one of the Pakistani cricketers whom he could influence, but as a key member of that group.

152. Absent corroboration, Mr Majeed's boasts would have to be taken with a substantial pinch of salt. Unfortunately for Mr Asif, however, corroboration abounds, leaving us with the question of whether the evidence as a whole is sufficiently persuasive to convince us of his culpability beyond a reasonable doubt.

ANALYSIS: MR ASIF

153. The calls made to and between Mr Majeed and Mr Asif as revealed in the billing record fitted into a pattern consistent with the interchanges between Mr Majeed and MK. There is no cogent explanation of why Mr Majeed should be in contact with Mr Asif at such hours during important test matches if the object was simply to deal with commercial or social matters³⁷ the inference must be that there was something urgent to discuss. We accept that the electronic traffic was less prevalent than that between Mr Majeed and the other players. However, given that Mr Butt was, as we have found, the ring master, it would be unnecessary for there to be direct contact between Mr Majeed and Mr Asif. Indeed there is evidence that at critical points Mr Butt was in contact with Mr Asif.

154. In his interview with the police when asked about the frequency of his contacts with Mr Majeed, Mr Asif suggested that they were sporadic; the upper figure he proposed was twice a day. It should be noted that at that point Mr Asif was unaware that the billing records could (and would) be obtained. His estimate was certainly vastly exceeded on the days when the ICC assert details of the conspiracy were apparently confirmed. The billing records indeed make nonsense of his estimate. This forcibly

³⁷ Mr Asif cannot recollect the subject matter of calls with Mr Majeed on the eve of the Lords Test, nor those between day 1 and day 2, other than that they related to sponsorship.

suggests that the downplaying was deliberate and designed to deflect attention from the true position.

155. Furthermore, Mr Asif's explanation that the cause of his no ball was the instruction to "*run faster, do it*" by Mr Butt, was not advanced until he delivered his response to the ICC opening brief. The police interview with Mr Asif on 3rd September 2010 naturally focused on the circumstances of his no ball and how it came to coincide with Mr Majeed's prediction. The Tribunal could identify 4 occasions during that interview when, if the cause of the no ball were truly an instruction by Mr Butt to run up faster, Mr Asif had every opportunity to say so. He never did. The fact that he was never asked expressly whether Mr Butt had asked him to do something other than bowl a no ball does not seem to us to diminish the force of his silence on the precise cause. Indeed far from suggesting a cause, he expressly described it as "*an accident*". This was moreover at a time when the incident would have been fresh in Mr Asif's memory and when he must have had the benefit of legal advice from the experienced lawyers who accompanied him to the police station to furnish to the police full information – at any rate of the kind that was in no way adverse to his interests. He would surely have told the police what he now tells the Tribunal if it were indeed the truth. The inference must be strong that his excuse is recent invention.
156. In any event and on any view the asserted connection between the alleged instruction and the actual no ball was barely sustainable. The no ball itself, if less obvious than those bowled by Mr Amir, was nonetheless an obvious and substantial

no ball³⁸. The various measurements of the speed of Mr Asif's bowling in that very innings show that while it was the fastest ball of the over in question, it was not significantly so³⁹.

157. The next point flows from the previous one. Mr Majeed had twice failed at the Oval test to prove to MK his control over the players. If he failed it was likely from his point of view that MK would lose confidence in him. To use the vernacular, Mr Majeed had to come up with the goods.

158. If the argument advanced on Mr Asif's behalf is correct, Mr Majeed gratuitously volunteered to provide MK with three no balls when MK on the evidence would have been content with two; and in respect of the third would have relied entirely on the possibility that Mr Butt's instruction would have caused Mr Asif to overstep. If Mr Majeed was indeed a "chancer", in the Tribunal's view this would have been a chance too far. In his career to date Mr Asif had bowled an average of one no ball in every 90 balls bowled. Even assuming that the odds of 99-1 against might shorten somewhat if he accelerated his run up at the repeat of Mr Butt, the prospect of a no ball would still be a very long shot indeed⁴⁰. Mr Asif accepted that such fidelity to such an instruction would produce no guarantee of a no ball. We cannot accept that two out of three would have been enough to convince MK and his Asian gamblers

³⁸ See the measurements and commentary referred to at paragraph 95-97 above.

³⁹ Mr Asif bowled that sixth ball at 80.2 mph, which was only 0.8mph (or 1.008%) faster than his average speed during that six over spell, so well within normal variation. Seven of the other deliveries he bowled during that spell were faster than 80.2 mph, and none of them was declared a 'no ball'. Mr Asif himself accepted that he had bowled faster balls without no balling; and had bowled 'no balls' at lesser speed. Mr Asif's response said that the instructions made a no ball "*likely*"; but at most it made it more likely and not by much. There was nothing in the video evidence that established a faster run up caused the no ball.

⁴⁰ Although Mr Kendix did not-indeed could not-propose exact odds.

(in whose existence Mr Majeed believed), that they could invest large sums when the inside information was something so much less than a racing certainty.

159. Mr Majeed not only had as he saw it - albeit falsely - the prospect of profit from collaboration with MK in ventures lawful (the sending of the Pakistani team on a Middle Eastern tour) and unlawful (the sale of inside information with the players corrupt collaboration). He had also assured MK that in relation to the Lords Test no balls it was safe to bet. Unlike the Oval Test, this was no dress rehearsal; it was the first night.
160. When Mr Majeed feared that Mr Amir might renege on his commitment on day two because he was on a hot streak and might prefer glory to gold, Mr Majeed was swift to warn MK. Yet if Mr Cameron's analysis be good, Mr Majeed was confident enough at the time to entertain, with equanimity, reliance on a long shot that Mr Butt's instruction would cause Mr Asif to bowl a no ball of such extravagance that the umpire would declare it such.
161. We should add that it is by no means established that Mr Butt said anything significant to Mr Asif before the no ball. Indeed Mr Butt denied that he did and disputes offering Mr Asif anything but encouragement between balls. The video recording shows Mr Butt saying something to someone but to whom it is not clear. If said to Mr Asif, it might as easily have been a reminder that now was the time to bowl the no ball, as to have been to increase the pace of his run up. Oddly the words attributed by Mr Asif to Mr Butt "*run faster; do it*" could fairly be interpreted as the former rather than the latter. Further in pure cricketing terms, instruction to run faster would have made little sense. Mr Asif's strength is as a medium fast bowler

with a nagging line and length. Running faster would have disrupted his discipline rather than enhanced the chance of a wicket. As an experienced bowler, he was unlikely to have obeyed so perverse an instruction.

162. The submission that Mr Majeed would surely have used Mr Asif to bowl the no ball on the second day, if he had been in on any 'fix', given the reluctance evinced by Mr Majeed to implement the plan for a third no ball, (before he was being told by MK that bets had been placed) is a false one. Mr Majeed himself apparently felt that a third no ball by anyone was by then superfluous; he had proved he could procure what he promised. But once MK insisted on it, Mr Amir, already briefed to bowl it, and not Mr Asif, was the obvious candidate.
163. We note that there was placed before us a press report stating that on an Asian TV channel in October Mr Asif had claimed that his no ball was a deliberate tactic to upset the batsman. Mr Asif denied having made the statement, and in the absence of any ability to question the journalist who allegedly recorded the remark, we consider it unsafe to rely on the statement, which, if made, would be arguably discrepant with his testimony before us.
164. All the above factors point firmly in the direction of Mr Asif having been a conscious party to the fix. The coincidence of prediction and the actual no-ball ("the last ball of the tenth over"); the manifest confidence that Mr Majeed had that Mr Asif would perform as indicated, and the implausibility of the suggestion that somehow he was precipitated into bowling a no-ball by advice to have a faster run-up, are buttressed by the phone calls from Mr Majeed late at night in the middle of a Test Match and his

subsequent failure to offer an innocent explanation on the many occasions on which he had an opportunity to do so.

165. After careful consideration of all the evidence looked at in its totality, the only conclusion we can come to is that he knew full well what was going on. We are convinced beyond reasonable doubt that, allowing himself to be sucked into an insidious and corrupt relationship with Mr Majeed, Mr Asif was a consensus agent in the no ball fix, and violated Article 2.1.1 of the Code.

166. The question for us is not whether the case against Mr Asif is less compelling than that against Mr Butt and Mr Amir, but rather whether viewed on its own, it passes the threshold of beyond reasonable doubt. For the reasons we have set out, we find that it does.

167. We accordingly find that Mr Asif violated Article 2.1.1 of the Code.

MR AMIR: The ICC case

168. The ICC case against Mr Amir is in essence in this. He too had a close relationship with Mr Majeed, exemplified during the crucial period by the billing records. Mr Majeed made repeated claims to MK that Mr Amir was involved in match fixing in return for payment from bookmakers. The following factors were also significant: the coincidence of Mr Asif's no balls with Mr Majeed's prediction and the absence of any innocent explanation, the inference to be drawn from the dialogue between Mr Majeed and Mr Amir on the evening of the first day of the Lords test and the telling text message destined for him on the evening of the same day.

Mr Amir's case

169. Mr Karim for Mr Amir repeated submissions that he had made at the provisional hearing that the ICC had not fulfilled a condition precedent to the bringing of charges i.e. it had not held a full autonomous investigation. These contentions had been rejected by the Chairman in his determination on the provisional hearing, both as a matter of construction of the rules and as a matter of fact, and we see no basis for reviewing that conclusion. Other points also renewed by Mr Karim involved allegations of breach of confidentiality by the ICC, and of an ultra vires request for information. These points had been dismissed by the Chairman in interlocutory determinations, and we see no need to re-visit them. Mr Karim also took a new technical point that the amendment of the charges after the provisional hearing but in advance of the hearing before us, was not permitted by the Code, which did not endow the ICC with a power to amend. Given that the Code was to be interpreted purposively we found the submission untenable; Mr Karim candidly conceded that Mr Amir had sustained no prejudice by the amendment, given its timing well in advance of the hearing in Doha. More persuasively, Mr Karim reminded us of the presumption of innocence and the need in the circumstances to apply a criminal standard of proof together with the requirement upon us to consider with particular care the ICC's evidence given its provenance and nature. All of these are contentions which we accept. However, in relation to the critical issue of fact - did Mr Amir

agree to bowl the two no balls at the times they were bowled - his case amounted in essence to a bare denial. It is this denial that we were called upon to consider.

ANALYSIS: MR AMIR

170. We found that Mr Amir's case was relatively simple to resolve. The essential and incontrovertible items of evidence against him are two and joined at the hip. First that Mr Majeed accurately predicted the exact moment in the game when Mr Amir would bowl two no balls, a feat made all the more impressive given that the timing of the second had to be adjusted because of the premature ending of the first day's play at Lords. Second, he did bowl two no balls at precisely those particular times. Nothing could detract from those items; and nothing was needed to enhance them. Absent some convincing explanation, the only conclusion that one can draw was that Mr Amir was party to the fix and a principal agent in its execution. When taxed to supply an explanation for what seemed to be inexplicable unless Mr Amir had agreed directly or through an intermediary to bowl those no balls at those times, Mr Karim like Hamlet accepted that "that is the question". But with great charm he left the Tribunal to resolve it; from him, as from his client, answer came there none.
171. Unlike Mr Asif, Mr Amir had not sought to suggest that he had been instructed by Mr Butt to bowl in a way calculated to increase the odds of a no ball. The reasons he gave for the no balls (slippery conditions in the first instance, a decision to drive the batsman back with a bouncer in the second) could have been the reason why no balls were bowled at all; they featured in the catalogue of examples potentially causative

of such outcome given in evidence by Mr Younis, the Pakistani coach, and himself a former fast bowler of distinction. But the issue is not whether such matters could explain the no balls, but whether on these occasions they did. They provide no explanation at all for how Mr Majeed knew each night before that specific deliveries from Mr Amir would be 'no balls'.

172. In any event there was nothing in the video evidence that supported Mr Amir's explanation for the first no ball: his (and Mr Asif's) call for sawdust after their no balls had the aspect of a charade. As to Mr Amir's explanation for the second no ball, not all bouncers are no balls and the fact that it was not bowled in the manner prophesied by Mr Majeed, a matter again emphasised by Mr Karim, distracts from the real issue - why were the no balls bowled exactly when they were?
173. If that damning evidence was not enough, there were a number of other strong pointers towards Mr Amir's culpable involvement.
174. First, there was a coincidence of communications with Mr Majeed at critical points in the narrative. Mr Majeed at one point telephoned Mr Amir in MK's presence so as to assure him that Mr Amir was indeed on side as far as the fix was concerned⁴¹. We draw attention to the critical words "*...we've spoken about everything before anyway*". If there were nothing else in the ICC's case, it might be possible to accept either that these words were not intended to refer to the fix at all, or that they were uttered by Mr Majeed merely to convince MK that the fix had been agreed without Mr Amir having in fact been party to such an agreement. But against the backcloth of the

⁴¹ We have set out the contents of the call above.

coincidence of prediction and occurrence of no balls, they take on a different and inculcating significance.

175. Second on the evening of the second day when the alleged fix had to be adjusted because of the premature end of play on the first day, Mr Majeed sent a text message⁴², which could only have been intended for Mr Amir. Mr Amir disputes ever having received it; and says that even if he had, it being in English he would not have understood it.
176. Again in the context of the striking chronological coincidence referred to above it seems to us to be an irresistible inference that Mr Amir received, read and responded to the text in order to confirm that the fix was on. Mr Amir says the fact that he texted Mr Majeed at that precise moment was "pure chance", and Mr Karim notes that the text is incomplete, referring only to the third over and not to the particular ball within it. This in our view tells against Mr Amir, and suggests that the recipient is already familiar with the detail of what is planned.
177. Nor can we accept that Mr Amir's English was so poor that he could not understand what the suspicious communication meant. Mr Majeed would hardly have said to a counterparty something of such vital importance to the implementation of the fix if he knew the counterparty could not understand at all what he was saying. At the provisional hearing Mr Karim suggested that the telephone conversation dealt with trivia; not that Mr Amir did not understand what was being said, whether trivial or serious and Mr Amir's own statement described it as "small talk", not as incomprehensible talk.

⁴² Again have quoted above.

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178. Third, we could see for ourselves the considerable extent by which Mr Amir's foot overstepped the popping crease on both occasions. As one commentator said, the no balls were huge, further reducing the chance of their being pure coincidence.
179. Fourth, Mr Amir said nothing to disturb the conclusion which we have drawn from other evidence that the various calls passing between him and Mr Majeed at critical junctures related to the fix⁴³.
180. We therefore conclude that Mr Amir was an active party to both the conclusion and the implementation of the Lords no ball fix, in clear breach of Article 2.1.1.

Commentary

181. First, charges in relation to the Oval fix have been withdrawn by the ICC. The evidence generated by those charges continues, however, to be relevant in our assessment of the strength of the charges which remain. It is indisputable that Mr. Majeed was promptly informed of Waqar Younis's team talk on the morning of the third day of the Oval Test and his emphasis on the need to avoid extras. We have to consider why. It can only be because his informant knew that Mr Majeed had promised two no balls at particular times to someone, a promise which could itself only have been made because Mr Majeed had commitment from the bowlers in question. Whether Mr Majeed's informant was Mr Butt, Mr Asif or Mr Amir, we cannot be certain. The billing records suggest it could have been any of the three, or

⁴³ Mr Amir's explanation for why Mr Majeed should telephone late at night (23.10pm) on 25th August 2010 before an important test match and then again early in the morning was that friends often call and that the morning calls related to tickets for the match itself and to the transfer of certain monies to Mr Amir's friends and cousins. He claims he cannot recollect at all what he discussed with Mr Majeed in the evening of the first day of the Lords test (26 August 2010) (i.e. between the two no balls).

all of them. But the entire episode reinforces our conviction that there was corrupt collaboration of the three Players at the Lords Test.

182. Second, we have, as noted, ignored neither the players' denial nor their impressive record. But there is a limit to the weight that can be given to such matters in the context of otherwise overwhelming inculpatory evidence. As has been aptly said "*it is regrettable that the currency of such denials is devalued by the fact that it is the common coin of the guilty as well as of the innocent*". N.J.Y.W v FINA CAS 98/208/para 40. As to their unblemished records, it is a sad commonplace that there can be a first time for everything, including breaches of a Code. Finally the temptation to avarice is not the prerogative of the needy and as a vice it too can sadly co-exist with various virtues and indeed with signal talents.

183. Third, while Article 2.1.1 does not require proof of receipt or even expectation of reward, we are confident that there can be no other explanation than the hope of financial gain as to why the players should take such risks with their careers.

CONCLUSION

To Sum up

a) The Oval fix agreement

184. The ICC withdrew charges relating to the Oval fix agreement, namely that Mr Butt, Mr Asif and Mr Amir were party to an agreement that two no-balls would be bowled by the bowlers at the Oval test. The Players are entitled to a formal acquittal on the relevant charges.

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185. The ICC maintained charges relative to the revised Oval fix agreement, namely that Mr Butt had himself agreed to bat out a maiden over at a particular time during the Test. The evidence on that charge did not satisfy us beyond reasonable doubt that he seriously intended to follow through with the proposed fix.
186. We are, however, satisfied that Mr Majeed made serious proposals to Mr Butt that he bat out maiden overs in that Test, and that Mr Butt failed to inform ACSU of that approach in violation of Article 2.4.2 of the Code.

b) The Lords fix agreement

187. On the other hand, the evidence against all three players concerning the Lords fix agreement to bowl three no-balls at pre-determined moments in the game, is overwhelming. The fundamental point is that Mr Majeed, who acted or purported to act as their agent, is captured on video and audio tape predicting exactly when in the game the three no-balls would be delivered, and by whom. This is followed by incontrovertible evidence that in fact the three no-balls were delivered exactly by the player and at the time predicted.
188. There is further unchallenged evidence of intense telephone and text communication between Mr Majeed and each of the three players, frequently at or near midnight or even in the early hours of the morning, in the middle of a hard-fought test match.
189. In addition, the explanations offered by the players were in each case quite implausible, and none of them had been advanced at the time the story first broke in the media, or by the time of or at the provisional hearing that took place in October 2010.

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190. For these, and other reasons dealt with in detail in this Determination, we have no doubt at all that all three players were parties to the fix at Lords regarding the bowling by Mr Amir of two no balls and by Mr Asif of one no ball, at predicted moments in the game.
191. We are equally as satisfied beyond reasonable doubt that Mr Butt, their Captain, helped ensure that the two bowlers fulfilled their dishonourable undertaking.
192. We accordingly have found that all three players violated Article 2.1.1 of the Code in relation to the Lords fix agreement.
193. Therefore, we make the determination which follows:

DETERMINATION

194. The charges under Article 2.1.1 of the ICC Anti Corruption Code against Mr. Mohammad Asif and Mr. Mohammad Amir arising from Mr Mohammad Asif and Mr Mohammad Amir agreeing to bowl two deliberate no balls in the Oval Test played between Pakistan and England from 18th to 21st August, 2010, are dismissed.
195. The charge under Article 2.1.1 of the ICC Anti Corruption Code against Mr. Salman Butt arising from Mr Butt agreeing to fix two deliberate No balls in the Oval Test played between Pakistan and England from 18th to 21st August, 2010 is dismissed.
196. The charge under Article 2.1.1 of the ICC Anti Corruption Code against Mr. Salman Butt arising from Mr Butt agreeing to play out a maiden over when batting for Pakistan in the Oval test played between Pakistan and England from 18th to 21st August, 2010 is dismissed.
197. The charge under Article 2.4.2 of the ICC Anti Corruption Code against Mr. Salman Butt arising from Mr. Butt's failure to disclose to the ICC the approach by Mr. Mazhar Majeed that he should bat a maiden over in the Oval Test played between Pakistan and England from 18th to 21st August, 2010 is proved beyond reasonable doubt.
198. The charge under Article 2.1.1 of the ICC Anti Corruption Code against Mr. Mohammad Asif arising from Mr Mohammad Asif agreeing to bowl and bowling a deliberate no ball during the first day of the Lords test played between Pakistan and England from 26th to 29th August, 2010 is proved beyond reasonable doubt.

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199. The charge under Article 2.1.1 of the ICC Anti Corruption Code against Mr. Mohammad Amir arising from Mr Mohammad Amir to bowl two deliberate no balls during the second day of Lords Test played between Pakistan and England from 26th to 29th August, 2010 is proved beyond reasonable doubt.
200. The charge under Article 2.1.1 of the ICC Anti Corruption Code against Mr. Salman Butt arising from Mr Butt being party to the bowling of two deliberate NO balls by Mr Mohammad Amir and one deliberate no ball by Mr. Mohammad Asif in the Lords Test played between Pakistan and England from 26th to 29th August, 2010 is proved beyond reasonable doubt.
201. In light of the above Determinations and ICC's acceptance at paragraph 10 above, it is unnecessary for the Tribunal to rule on the other charges preferred against the three players.

SANCTIONS

INTRODUCTION

202. We have determined that each of the players, Mr Butt, Mr Asif and Mr Amir, have committed offences under Article 2.1.1 of the Code by, being parties to fixing the conduct of an international match, i.e. the Lords' Test between England and Pakistan in August 2010. Accordingly, under Article 6.1 of the Code we are required to impose an appropriate sanction upon each player from the range of permissible sanctions described in Article 6.2. The basic sanction specified by the Code is being declared ineligible for a certain period from playing cricket.
203. Ineligibility means that the player may not play, coach or participate in any activity that is recognised in any way by the ICC, a national cricket federation or any member of a national cricket federation. The only exception permitted is taking part in an authorised anti-corruption education or rehabilitation program [Art 6.5].
204. Article 6.2 prescribes a range of permissible periods of ineligibility for a breach of Article 2.1.1 from a minimum of five years up to a maximum of a lifetime.

THE LAW

205. We were pressed with a submission that we could depart from the five year minimum period of ineligibility. Mr Karim for Mohammad Amir referred us to a famous saying of Kenneth Culp Davies, 'where law ends discretion begins', as the basis for a suggestion that we could read down Article 6.2 so as to enable us to exercise a free standing discretion and to impose a ban below the minimum.

Whatever Mr Davies may or may not have meant, the saying cannot justify any departure from the clear language of the Code which is subject to and governed by English Law (Art. 11.5)] and speaks of ‘Minimum’ periods and a “permissible range”.

206. Mr Karim also submitted that the anti technicality rule of construction in the Code (Article 1.2) allowed us to reduce the stipulated minimum. However, that provision is in service of the fundamental, that is to say, anti-corruption objectives of the Code; and points, if anything in the other direction.
207. We recognise that in certain circumstances application of the penal provisions of a sporting body’ regulations, and even the regulations themselves, could be held invalid as contrary to the public policy of the common law stigmatising unreasonable restraint of trade, to EU competition law, or even visited with a declaration of incompatibility under the Human Rights Act 1998, (See generally Lewis and Taylor, the Law of Sport, Second edition Para A 4.79).
208. However, no authority was cited to us to the effect that a mandatory sanction, even a life ban, had been set aside by reference to any such principle. The high water mark of Mr Bajwa’s argument was the Case of Puerta v ITF, CAS 2006/A/1025 where a CAS panel, applying Swiss law, set aside a mandatory 8 year ban (effectively a life ban) imposed for a second doping offence. They did so, however, on the basis of wholly unusual set of facts. The drug ingested was of negligible amount, had no performance-enhancing effect, and was swallowed in what was described as “extraordinary and unique circumstances”. Moreover the Panel justified that

conclusion on the basis of a gap or lacuna in the WADA code⁴⁴ and not on the basis of a general discretion to disregard its provisions if they were thought to produce unjust and disproportionate results in a particular case. Puerta for obvious reasons provide no compelling precedent for us, where the players' breach of the Code was not inadvertent but deliberate, and the need for an effective deterrent against conscious corrupt behaviour is as important as the need for such a deterrent against doping. We do not need accordingly to consider whether there might be wholly exceptional circumstances in which a full frontal assault upon the minimum limit might succeed. Suffice to say that on any view this is not such a case.

209. Both Mr Bajwa and Mr Karim relied on the doctrine of proportionality. This, however, is engaged where discretion exists and cannot be used to create discretion where it does not. Bradley v The Jockey Club, 2004 EWHC 2164 (Q.B) was a case in which no limits were promulgated in the Rules of Racing for disqualification (Para 7). We would add that in that case Mr Justice Richards (as he then was), emphasised the restraint with which a court would exercise a supervisory jurisdiction over the decision of a sporting body (See in particular Paras 38 and 43). We are, of course, not exercising a supervisory jurisdiction. We are applying a Code, as a Tribunal of first instance, and must in our judgment work within and not outside its confines.
210. It follows from this analysis that we must impose a sanction on each player within the permissible range. We have no power to impose a sanction of less than five years ineligibility nor to suspend any such sentence.

⁴⁴ The lacuna was that whereas intention or negligence was required for the penalty to be imposed for a first offence, it was not required for a second offence – “Two strikes and you are out”.

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211. However, while we cannot limit or indeed suspend the minimum prescribed period of ineligibility, we consider that it is within our powers to suspend any additional period of ineligibility. The suspended period could then to be reactivated only for further breaches of the Code or other violations of the conditions of the suspension in the course of its duration. The legal principle is that the greater includes the lesser (Bennion on Statutory Interpretation 5th ed. 2008, P 555), and if we have power to add to a minimum period an additional period, we must be entitled to qualify such addition on it.
212. In order to determine the appropriate period of ineligibility within the range from five years to life, we must first determine the relative seriousness of the offence in each case [Art 6.1]. In this respect the Code directs us to take account of general fundamental sporting imperatives and a list of specified aggravating or mitigating factors.

GENERAL FUNDAMENTAL SPORTING IMPERATIVES

213. Fundamental sporting imperatives are described in the following terms.[Art 1.2]:

“Public confidence in the authenticity and integrity of the sporting contest is... vital. If that confidence is undermined, then the very essence of cricket will be shaken to the core....Advancing technology and increasing popularity have led to a substantial increase in the amount and sophistication of betting on cricket matches. The development of new betting products, including spread-betting and betting exchanges, as well as internet and phone accounts that allow people to place a bet at any time and from any place, even after a cricket match has started, have all increased the potential for the

development of corrupt betting practices.... [I]t is of the nature of this type of misconduct that is carried out under cover and in secret, thereby creating significant challenges for the ICC in the enforcement of rules of conduct." [Arts. 1.1.2, 3 and 4].

214. In evaluating the specific aggravating and mitigating factors, the extent to which public confidence in the integrity of cricket has been undermined by the corrupt conduct, will be of great significance. By establishing a ban on playing in officially recognised cricket matches from five years upwards, the Code expressly takes account of the secret conniving and its negative impact on public confidence. That is already built into the lower end of the range; in this sense it could be said that the Code itself determines a level of seriousness.
215. In keeping with the ICC's resolve to deal firmly with the scourge of corruption, a phenomenon not confined to the sport of cricket, but one for which in the context of cricket, they have a special responsibility, the minimum period prescribed is severe indeed. A five year ban already results in heavy denunciation for the players and sends out an unmistakable warning or deterrent to others who might be tempted to engage in corrupt practices. The playing lifetime of cricketers is limited, in particular for fast bowlers. It is difficult for cricketers to recover from long lay-offs. To keep their competitive edge, they need constantly not only to be physically fit, but also to be mentally attuned to dealing with the rigours of the game and changes in the way it is played. The impact of a prolonged ban on a player is magnified by the fact that cricketing skills are not easily transferable to other forms of employment. The ineligibility will inevitably produce a massive depletion of income from potentially lucrative employment and endorsements. And the consequences do not

stop at the purely material level. Every sport has its unique character, but the artistry and nuance of the game of cricket is in many respects without parallel. To deprive a cricketer of the chance to perform for five years is to prevent that person from expressing his or her unique talents in a very special way. Particularly for players who have overcome considerable social disadvantage because they have in a dedicated way nursed their cricketing artistry, the result can be devastating.

216. These points are made not with a view to seeking sympathy for players who have brought disaster on themselves by taking part in corrupt practices, well knowing, not least through the ICC educational programmes, the penalties that await them if caught. They are mentioned to underline the fact that a five year ban is far from being a light penalty a mere slap on the wrist. The scale starts with a severe penalty and moves up to reach an extremely severe one. And the public is aware of this fact. Public confidence in the fairness of the administration of cricket would be undermined rather than strengthened if it was felt that the Code was being applied in a way that appeared to be penalising relatively minor transgressors in an unduly vengeful way the more so just because it is difficult to catch the masterminds who ensnare them or indeed to identify the corrupt acts themselves. Public confidence in the fairness of the process would also ebb if it was felt that disproportionately severe penalties were being imposed without cogent justification to deprive the game which they love of some of its greatest performers.
217. Finally, we must take account of the greater interests of cricket which the Code itself is designed to preserve and protect. There must, we consider, be a deterrent aspect to our sanction. In *Orievkov V CAS 2010/A1272*, the panel said “it is essential in the

panel's view for sporting regulators to demonstrate zero tolerance against all kinds of corruption and to impose sanctions sufficient to serve as an effective deterrent to people who otherwise might be tempted through greed or fear to consider involvement in such criminal activities") [para 80], referring specifically to match fixing and the like. It also noted, "the very essence of sport is that competition is fair; its attraction to spectators is the unpredictability of the outcome" [para 78]. There is great difficulty in identifying spot fixing. Were it not for the journalistic zeal of the NOTW, the "No Balls" might have been regarded as surprising aberrant bowling without attracting any suspicion. We note that the investigation by the ICC into allegations of corrupt behaviour in the Pakistani cricket team which preceded the NOTW investigation, had not produced evidence sufficient to justify the bringing of charges. Such sanctions as we impose must accordingly ensure that players are fully aware that dire consequences await them should it ever be shown that they have been parties to spot fixing or other corrupt practices.

218. The problem in the present matter is to achieve a balance in each case between all these considerations.

SPECIFIC AGGRAVATING AND MITIGATING FACTORS

219. It is against the above background that we undertake the specific task which the Code imposes on us when we determine the relative seriousness of the offence. It includes identifying all relevant factors that we deem respectively to aggravate and to mitigate the offence.

Factors that may aggravate the offence:

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- (i) Lack of remorse;
 - (ii) Being guilty of previous disciplinary offences;
 - (iii) Whether the reward was substantial, or otherwise large sums were involved;
 - (iv) Whether there was substantial damage to the commercial value or public interest in the event;
 - (v) Whether the result was or could have been affected;
 - (vi) Where the welfare of a player has been endangered;
 - (vii) Where more than one player was involved; and
 - (viii) Any other factor we might consider relevant⁴⁵;

Factors that may mitigate the offence:

- (i) Admission of guilt;
- (ii) Good previous disciplinary record;
- (iii) Youth or lack of experience;
- (iv) Cooperation in the investigation of the offence;
- (v) No substantial damage to the commercial value of or public interest in the event;
- (vi) No effect on the result of the match;
- (vii) Whether substantial assistance was given to aid the discovery of an offence or breach by another player;
- (viii) Where the Player has suffered other penalties for the same offence; and

⁴⁵ Article 6.1.1

(ix) Any other mitigating factor that we think is relevant and appropriate⁴⁶.

220. Two observations need to be made:

The first, is that these items should not be totted up in laundry-list fashion to produce a mechanical or formulaic result. Our basic requirement is to make an overall assessment of the relative seriousness of the offence. We must look at all relevant factors, 'including, without limitation' those listed as aggravating and mitigating. Much must depend upon the relative weight we give to each of the factors in the overall context. And we are expressly invited to consider any other unlisted factor we may deem to be relevant. The exercise is a qualitative not a quantitative one.

The second, is that at the end of the day we have to make separate assessments regarding seriousness in relation to each of the Players. That said a few generalisations covering all three may conveniently be made, some adverse to them, others in their favour.

221. Standing against all the Players is that from the beginning to the end they have failed to acknowledge their guilt, (Article 6.1.1.1) and this in spite of overwhelming evidence of an objective nature establishing their involvement in the Lords No Ball fix. It may be that at an early stage they were encouraged by intemperate and ill-informed public statements made by persons claiming to be speaking in their defence, to hope for some form of rescue from their predicament outside of a Tribunal process. It may be that even at a later stage their view was that in the absence of a provable link between what Mr Majeed was captured as saying, and the

⁴⁶ Article 6.1.2

actual bowling of the no balls, there would be insufficient proof of their having been party to a conspiracy: then, by the time the telephone billing records had been produced to establish such a direct link, it was too late to turn back. It may be they felt a certain degree of loyalty to Mr Majeed, a subject to which we will return. It may be that the certainty of a minimum ban of five years was so severe in their minds that their best option appeared to be to brazen it out. All these factors possibly played a role. The fact is that they did nothing to assist the ICC in helping to stamp out a blight that threatens to take the lustre out of the very game that has given them a generous income and extraordinary status and corroborated the fact that acting as a group they added to that blight. (Article 6.1.1.7).

222. There can be no cavilling at their use to the full of their rights under the Code to present their defence as forcefully as they could. But their lack of contrition for the damage they have done to the game that has become part of their life, is inexcusable. (Article 6.1.1.4).

223. That said, there are also a number of factors that point strongly to the need to locate the offence in one of the lowest rather than the most serious end of the spectrum. Perhaps fortunately for them, an [un] promising career in spot-fixing was nipped in the bud by the NOTW investigation. The charges before us, we repeat, are limited to a single Fix in the case of Mr Amir and Mr Asif, and to two Tests in the case of Mr Butt, and, in his case, they are in reality part of the same basic transaction. The evidence suggests that the bowling of the deliberate no balls was intended basically as a trial run to show what might, without paradox be called good bad faith on the part of Mr Majeed. Its purpose was not to influence any outcome, or even, basically

to serve as the basis for betting about which, on the evidence before us, the players are not proven to have known about. Rather, it was to show to MK that Mr Majeed was not simply bragging when he said h had a number of Pakistani players in his pocket. In the result, the three no balls bowled had no influence whatever on the game, in which in particular Mr Amir greatly distinguished himself, and there is no evidence that the three players did not wish to repeat their success in the Oval Test. While Mr Majeed enriched himself to the tune of £150,000, there is no appropriately proven evidence before us that the three received any direct monetary reward at all for their wrongdoing. At most, Mr Amir and Mr Butt could have received a reward of £2,500 each under cover of making an appearance at an event to promote Mr Majeed's ice cream parlour. We are not satisfied beyond reasonable doubt that the monies, found in their hotel rooms, were payoffs for the fix.

224. As we have already said, we have not heard Mr Majeed's side of the story. Nevertheless, we are entitled to draw inferences on the uncontroverted evidence before us. Breezy, confident, someone used to getting things done; friendly, engaging, the man who promised in his capacity as their agent, actual or putative, formal or informal, to open endless doors to wealth and fame for them, the three players were simply no match for him. The evidence suggests strongly that he consciously preyed on their youth and inexperience to lure them into a world, half real half fantasy, of constantly increasing wealth and glamour. Their part of the bargain was to allow themselves to be groomed for the role of spot fixers; nothing that would seriously affect the game, to be sure, just some no balls from the bowlers from time to time, or maidens batted out by the batsman. Though they would

undoubtedly receive envelopes of cash every now and then as sweeteners, their real reward would be in the form of endorsements and promotional events. On the basis of the evidence before us, we would accept that the initiative for involvement in the fix came not from the players, but from Mr Majeed.

225. We must also note that all three players enjoy a good previous disciplinary record (Article 6.1.2.2).
226. With these considerations in mind, it is now appropriate to look at the particular circumstances of, and determine what penalty would be fair and just for, each of the players. We mention that we do not find it overly helpful to consider what has happened in other cases, especially those analysed and adjudicated under other disciplinary regimes. Where, as here, discretion above the fixed or minimum limits is exercised under a penal code, each case has to be treated in a fact-specific and context-sensitive way.
227. In terms of Article 6.1 we proceed to determine the relative seriousness of the particular offence, including reference to certain specified relevant aggravate and mitigating factors and any other aggravated factors that we consider relevant and appropriate. Whilst we repeat the cases of each player must be separately considered, there are certain common features in relation to specified aggravated features. We have noted the lack of remorse on the part of the player (Article 6.1.1.1). We note now the fact that the offences involved more than one player (Article 6.1.1.7) and, most important, it may be, that the offences substantially damaged or have the potential to damage substantially, interest in ICC events (Article 6.1.1.4); we can

take, if necessary, judicial notice of the pall cast over the game by these unhappy events.

228. Finally, we should make it clear that whatever rumours or insinuations there may have been directly or indirectly relating to these particular players in earlier and other cricketing contexts, we can take no account of them. The players remain entitled to the presumption of innocence. We decide on what has been proven to us.

MR BUTT

229. The following considerations, were urged upon us by Counsel for Mr Butt, Mr Bajwa who made powerful submissions as to why, if we could reduce the minimum limit, we should⁴⁷. He said that match fixing was less serious than spot fixing; that the degree of damage to the image of cricket in this instance resulted, at least in part, from the NOTW highlighting of the fruits of its sting operation; that Pakistani players were peculiarly vulnerable to pressure, given their country's present inability to host international matches and the consequent impact on the players relatively modest – in terms of modern sport earnings; that Mr Butt now lived under shadow of a criminal trial, and with the shame of our determination; and finally that he had in truth no life or prospects apart from cricket. All these submissions were adopted by Mr Cameron and Mr Karim on behalf of Mohammad Asif and Mohammed Amir, and in substantial part we accept them.

230. Mr Bajwa also made submissions particular to his client; that he was not directly involved in the no balls; that the fix at Lords could have happened without him; and

⁴⁷ He drew a contrast between the minimum sentence for corruption offences contrasted with the minimum for betting offences. Even if there are drafting anomalies, the headings themselves indicate the source of contrast.

that there no evidence before us that he influenced the others. These submissions we found somewhat less persuasive, and we have formed the clear view on the evidence that within the Pakistani team, Mr Butt was a leader both for good and for ill.

231. Overall we conclude that Mr Butt's offence is more serious than that of his team mates. In his favour is his conspicuously good record and capacity for sportsman-like behaviour. He has distinctive leadership capacities, and it would be a loss to both Pakistani and world cricket if he were lost to the game altogether. At the same time, captains have a crucial role to play for good or for evil in relation to corruption. He is relatively young, had not been captain for long, allowed himself to be swept along by Majeed's avuncular bonhomie and promises of cornucopia. In Mr Butt's case, therefore the minimum penalty of suspension for five years alone would not be appropriate. We consider that a further five years suspended on condition, inter alia, that he participates, starting as soon as possible, in programmes of public education and rehabilitation under the auspices of the PCB is here warranted. We envisage such programmes which the PCB may devise as having the potential to allow all three players to recover much of their honour and dignity, and be able to make valuable contributions to cricket in the future. We sense that a restorative process of that kind would be well received by the general cricket loving public, and the ICC. If that would encourage young people in particular about the need to resist temptations to take irregular short cuts in life, something really good can emerge from the process. Repentant sinners have in other areas, including the sporting, made the best teachers.

NON DISCLOSURE

232. Mr Butt has also been found guilty of a breach of Article 2.4.2 in failing to disclose to the ACSU matters that came to his attention that evidenced an offence under the anti-corruption code by a third party, i.e. Mr Majeed, in the context of the approaches made to bat a maiden over at the Oval Test. The range of permissible ineligibility for this offence is a minimum of one year and a maximum of five years. However, Article 6.3.2 specifies that where a player is found guilty of committing two anti-corruption code offences in relation to the same set of facts and sanctioned separately, any sanction imposed should run concurrently. Bearing in mind both that, viewing the matter realistically, the Article 2.4.2 offence arises out of the same set of facts as the Article 2.2.1 offence and that the non disclosure did not itself result in any harm separate to that for which the penalty under Article 2.1.1 is imposed, we feel that in these circumstances, a penalty of one year ineligibility on this charge would be appropriate, the penalty to run concurrently with that imposed under Article 2.1.1. Accordingly, this sanction, which we assess in all the circumstances at one year's ineligibility, has no actual impact on Mr Butt's future.

MR ASIF

233. The following considerations, were urged upon us by Counsel for Mr Mohammad Asif, Mr Cameron, who stressed Mr Asif's lesser involvement in the fix; the absence of any reward received by him; and his cooperation with the ACSU. The first two points we accept; the last seems to us of little weight given that on our findings he failed despite many opportunities to tell the ICC the truth. Mr Cameron forcefully stressed too the draconian nature of the minimum five year ban both in terms of its

length and of its content and reminded us aptly that we should not penalise Mr Asif more severely simply because his conduct merited more criticism than that of Mr Amir, if we ourselves felt that the minimum sentence on Mr Amir was itself too severe. For reasons we shall explain briefly that is not in fact our conclusion in Mr Amir's case. We consider that Mr Asif, as a senior player should have been more able than Mr Amir to resist temptation but was less responsible for what occurred than Mr Butt who had the duties of a team captain. We impose a sanction similar in kind but less in degree than that imposed on Mr Butt i.e. the 5 year minimum and an additional two years suspension on like conditions.

MR AMIR

234. The following considerations were urged upon us by Counsel for Mr Amir, Mr Karim who argued that that we take account in particular of a specified mitigating factor not available to his colleagues, i.e. his young age and lack of experience (Article 6.1.2.3). We are certainly prepared to do so. It was not, of course, suggested on his behalf that Mr Amir had been subject to any form of duress to participate in the fix; but we find it difficult to accept that he was not led into misconduct by senior players and colleagues to whose guidance he would naturally pay respect.
235. Mr Karim emphasised with eloquence the fact that Mr Amir came from a humble background; had left his family at the age of 13 and had lived a life in and for cricket since that time; that the educational opportunities for him in Pakistan were limited; and that he (and the other two players) were national heroes who should be restored as soon as possible to perform before their admiring fans.

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236. It would be tempting for us to follow the suggestion made, in certain sections of the media, and indeed by Mr Karim, that we should mitigate what might otherwise be the appropriate period of ineligibility on the basis of Mr Amir's cricketing talent. There is no doubt that in this context the evidence before us was compelling: that Mr Amir is the brightest new star in the international cricket firmament. This makes his particular case especially sad. We do not, however, consider that in principle we should allow his talent to be weighed in the balance for this purpose. It would seem to us to be obviously unfair that a person guilty of the same corrupt activity as Mr Amir, and who shared every material aspect of his case but was a less talented cricketer should, on that account, be subject to a severer sanction than Mr Amir. The fundamental principle of equality before the law tells against allowing his talent, as distinct from his youth, as a mitigating factor.
237. At the same time, however, we feel that a five year ban is more than adequate to meet the circumstances of his case. Although the minimum sanction is severe it is not so severe as in his case to take it into the realms of gross disproportion or oppression such as might enable us to disapply the Code. We have to balance private and public interest.

FINES

238. Under Article 6.2, the Tribunal has a discretion to impose a fine on the Player "up to a maximum of the value of any Reward received by the Player directly or indirectly, out of or in relation to the offence committed under the Anti-Corruption Code"

Since it has not been proved beyond reasonable doubt that, any such reward was received by any of the three Players, we have no discretion to exercise, and impose no fine.

COSTS

239. Under Article 5.2.3, we have powers to award, costs in certain specified circumstances. When a player's major source of income is cut off by a ban, to award costs against him would seem to us oppressive; and maybe futile as well.

DETERMINATION OF SANCTIONS

240. We accordingly impose the following sanctions:

On Mr Butt, a sanction of ten years ineligibility, five years of which are suspended on condition that he commits no further breach of the code and that he participates under the auspices of the Pakistan Cricket Board in a programme of Anti-Corruption education.

On Mr Asif, a sanction of seven years ineligibility two years of which are suspended on condition that he commits no further breach of the code and that he participates under the auspices of the Pakistan Cricket Board in a programme of Anti-Corruption education.

On Mr Amir, a sanction of five years of ineligibility.

No further sanctions are imposed on any player and no orders are made as to costs.

A RECOMMENDATION

241. We appreciate that in devising the Code of the ICC must have evaluated the need for the sanctions prescribed in the context of the international game, and in an endeavour to restore to the hallowed phrase, *"It just isn't cricket"*, its previous role as a hallmark of honesty.
242. Nonetheless, informed as we are by our diverse judicial experience, we would suggest that part of the Code relating to sanctions, might usefully have injected into it a measure of flexibility. Continuity and consistency are important legal values, but minimum sentences always pose problems for judges who wish to tailor penalties to a range of diverse facts, not all of which can have been envisaged by the legislative body: hypothetical examples where a minimum 5 year ban would be palpably unfair can be easily suggested. An ability to suspend or part suspend a ban would allow greater play to a Tribunal's sense of what is fair and reasonable in special circumstances. Alternatively, the ICC itself might be accorded the power to refer a case on the Tribunal to consider the lifting of a ban, if, since its imposition, circumstances had changed in a material way.

POSTSCRIPT

243. We cannot leave this case without exercising our regret at the events which led to it. In the Black Sox Scandal of 1919, sometimes described as the Sports Scandal of the Century, the famous American baseball player "Shoeless Joe" Jackson was found to have thrown a match. A distraught fan uttered the memorable words "Say it ain't so Joe". We too wish in this case that it was not so.

Dated at: Doha, Qatar on 5th February, 2011

The Honourable Michael Beloff QC, Chairman

Mr. Justice Albie Sachs

Mr. Sharad Rao

The charges against the Players are for breach of the following provisions of the ICC Anti-Corruption Code (unless otherwise indicated, the charge in question is made against each Player):

- i. *'Fixing or contriving in any way or otherwise influencing improperly, or being a party to any effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or any other aspect of any International Match or ICC Event'* (see Article 2.1.1 of the Code); and/or
- ii. *'Seeking, accepting, offering or agreeing to accept any bribe or other Reward to fix or to contrive in any way or otherwise to influence improperly the result, progress, conduct or any other aspect of any International Match or ICC Event'* (see Article 2.1.2 of the Code); and/or
- iii. *'Failing, for Reward, to perform to one's abilities in an International Match'* (see Article 2.1.3 of the Code) (Messrs Asif and Amir only; not Mr Butt); and/or
- iv. *'Soliciting, inducing, enticing, instructing, persuading, encouraging or facilitating any Player or Player Support Personnel to breach any of the foregoing provisions of this Article 2.1'* (See Article 2.1.4 of the Code) (Mr Butt only); and/or
- v. *'Disclosing Inside Information to any person (with or without Reward) before or during any International Match or ICC Event where the Player or Player Support Personnel might reasonably be expected to know that disclosure of such information in such circumstances could be used in relation to Betting.'* (see Article 2.3.2 of the Code); and/or
- vi. *'Soliciting, inducing, enticing, persuading, encouraging or facilitating any Player or Player Support Personnel to breach any of the foregoing*

provisions of this Article 2.3.” (See Article 2.3.3 of the Code) (Mr Butt only); and/or

- vii. *‘Providing or receiving any gift, payment or other benefit (whether of a monetary value or otherwise) in circumstances that the Player or Player Support Personnel might reasonably have expected could bring him/her or the sport of cricket into disrepute.’ (See Article 2.4.1 of the Code); and/or*
- viii. *‘Failing to disclose to the ACSU (without undue delay) full details of any approaches or invitations received by the Player or Player Support Personnel to engage in conduct that would amount to a breach of the Anti-Corruption Code.’ (See Article 2.4.2 of the Code).*

THE CHARGES AGAINST THE PLAYERS

- a. The charges against the Players, which are stated in the alternative, are for breach of the following provisions of the ICC Anti-Corruption Code:
- i. Article 2.1.1: Each of the Players is charged with '*[f]ixing or contriving in any way or otherwise influencing improperly, or being a party to any effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or any other aspect of any International Match or ICC Event*', Mohammad Asif by being a party to the Oval Fix Agreement and/or the Lords Fix Agreement, Mohammad Amir by being a party to those agreements and/or the Lords Fix Agreement (Plan B), and Salman Butt by being party to those agreements and/or the Oval Fix Agreement (Plan B).
 - ii. Article 2.1.2: Each of the Players is charged with '*[s]eeking, accepting, offering or agreeing to accept any bribe or other Reward to fix or to contrive in any way or otherwise to influence improperly the result, progress, conduct or any other aspect of any International Match or ICC Event*', on the same basis.
 - iii. Article 2.1.3: Each of Mohammad Asif and Mohammad Amir is charged with '*[f]ailing, for Reward, to perform to one's abilities in an International Match*', Asif by bowling a delivery as a deliberate 'no ball' during the first day of the Lords Test, and Amir by bowling one delivery as a deliberate 'no ball' during the first day of the Lords Test and by bowling one delivery as a deliberate 'no ball' during the second day of the Lords Test. Salman Butt is not charged with any breach of Article 2.1.3 because in the event he called off the maiden he was going to deliberately bat out as part of the Oval Fix Agreement (Plan B), and he did not himself bowl any of the deliberate 'no balls'

that were delivered as part of the Lords Fix Agreement/Lords Fix Agreement (Plan B).

- iv. Article 2.1.4: Instead Salman Butt is charged with '*[s]oliciting, inducing, enticing, instructing, persuading, encouraging or facilitating any Player or Player Support Personnel to breach any of the foregoing provisions of this Article 2.1*', in that, as the captain of the team and therefore the most senior player involved in the conspiracy, he solicited, induced, enticed, instructed, persuaded and/or facilitated Amir and Asif to agree to the Oval Fix Agreement, the Lords Fix Agreement, and the Lords Fix Agreement (Plan B), and/or he facilitated the performance of the Lords Fix Agreement/Lords Fix Agreement (Plan B) by Amir and Asif by making sure they were bowling at the right time in each case.
- v. Article 2.2.3: Each of the Players is charged with '*[e]nsuring the occurrence of a particular incident at an International Match or ICC Event, which is to the Player or Player Support Personnel's knowledge the subject of a Bet and for which he/she expects to receive or has received any Reward*', in that Mohammad Amir delivered two deliberate 'no balls' at the Lords Test, and Mohammad Asif delivered one deliberate 'no ball' at the Lords Test, and Salman Butt ensured that they did so, each knowing that MK and/or others were going to bet on those deliveries being 'no balls', and receiving or expecting to receive payment from MK and/or those others (via Majeed) for doing so.
- vi. Article 2.3.2: Each of the Players is charged with '*[d]isclosing Inside Information to any person (with or without Reward) before or during any International Match or ICC Event where the Player or Player Support Personnel might reasonably be expected to know that disclosure of such information in such circumstances could be used in relation to Betting*', Salman Butt by being party to Majeed's disclosure to MK that Butt would deliberately fail to score off a particular over in the Oval Text,

each Player by being party to Majeed's disclosure to MK that Mohammad Amir and Mohammad Asif would deliberately bowl 'no balls' at specific times during the Lords Test, in each case on the specific understanding that that information was to be used for betting purposes.

- vii. Article 2.3.3: Salman Butt is charged with '*[s]oliciting, inducing, enticing, persuading, encouraging or facilitating any Player or Player Support Personnel to breach any of the foregoing provisions of this Article 2.3'*, in that, as the captain of the team and therefore the most senior player involved in the conspiracy, he solicited, induced, enticed, persuaded and/or encouraged Mohammad Amir and Mohammad Asif to make the foregoing disclosures of inside information.
- viii. Article 2.4.1: Each of the Players is charged with '*[p]roviding or receiving any gift, payment or other benefit (whether of a monetary value or otherwise) in circumstances that the Player or Player Support Personnel might reasonably have expected could bring him/her or the sport of cricket into disrepute'*, in that each of them received cash and/or other benefits from Majeed in return for their respective parts in the Oval Fix Agreement, the Oval Fix Agreement (Plan B), the Lords Fix Agreement and/or the Lords Fix Agreement (Plan B), in circumstances that have clearly brought each of them and the sport of cricket into grave disrepute.
- ix. Article 2.4.2: Each of the Players is charged with '*[f]ailing to disclose to the ACSU (without undue delay) full details of any approaches or invitations received by the Player or Player Support Personnel to engage in conduct that would amount to a breach of the Anti-Corruption Code'*, in that none of them disclosed to the ACSU that Majeed had asked them to fix aspects of the Oval Test and/or the Lords Test.
- x. Article 2.4.3: Each of the Players is charged with '*[f]ailing to disclose to the ACSU (without undue delay) full details of any incident, fact or matter*

that comes to the attention of a Player or Player Support Personnel that may evidence an offence under the Anti-Corruption Code by a third party, including (without limitation) approaches or invitations that have been received by any other party to engage in conduct that would amount to a breach of the Anti-Corruption Code', in that none of them disclosed to the ACSU that Majeed had asked the other two Players to become involved in the fixing of aspects of the Oval Test and the Lords Test.

APPENDIX C

Original Charges (as of 2 September 2010)

1. **Salman Butt**

1.1 The following charges are brought under Article 2.1 of the ICC Anti-Corruption Code:

- (a) “Fixing or contriving in any way or otherwise influencing improperly, or being a party to any effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or any other aspect of any International Match or ICC Event.” (See Article 2.1.1 of the Code); and/or
- (b) “Seeking, accepting, offering or agreeing to accept any bribe or other Reward to fix or to contrive in any way or otherwise to influence improperly the result, progress, conduct or any other aspect of any International Match or ICC Event.” (See Article 2.1.2 of the Code); and/or
- (c) “Soliciting, inducing, enticing, instructing, persuading, encouraging or facilitating any Player or Player Support Personnel to breach any of the foregoing provisions of this Article 2.1” (See Article 2.1.4 of the Code).

1.2 The following charges are brought under Article 2.3 of the ICC Anti-Corruption Code:

- (a) “Disclosing Inside Information to any person (with or without Reward) before or during any International Match or ICC Event where the Player or Player Support Personnel might reasonably be expected to know that disclosure of such information in such circumstances could be used in relation to Betting.” (See Article 2.3.2 of the Code); and/or
- (b) “Soliciting, inducing, enticing, persuading, encouraging or facilitating any Player or Player Support Personnel to breach any of the foregoing provisions of this Article 2.3.” (See Article 2.3.3 of the Code).

1.3 The following charges are brought under Article 2.4 of the ICC Anti-Corruption Code:

- (a) “Providing or receiving any gift, payment or other benefit (whether of a monetary value or otherwise) in circumstances that the Player or Player Support Personnel might reasonably have expected could bring him/her or the sport of cricket into disrepute.” (See Article 2.4.1 of the Code); and/or
- (b) “Failing to disclose to the ACSU (without undue delay) full details of any approaches or invitations received by the Player or Player Support Personnel to engage in conduct that would amount to a breach of the Anti-Corruption Code.” (See Article 2.4.2 of the Code).

2. Mohammad Amir

2.1 The following charges are brought under Article 2.1 of the ICC Anti-Corruption Code:

- (a) “Fixing or contriving in any way or otherwise influencing improperly, or being a party to any effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or any other aspect of any International Match or ICC Event.” (See Article 2.1.1 of the Code); and/or
- (b) “Seeking, accepting, offering or agreeing to accept any bribe or other Reward to fix or to contrive in any way or otherwise to influence improperly the result, progress, conduct or any other aspect of any International Match or ICC Event.” (See Article 2.1.2 of the Code); and/or
- (c) “Failing, for Reward, to perform to one’s abilities in an International Match” (See Article 2.1.3 of the Code).

2.2 The following charge is brought under Article 2.3 of the ICC Anti-Corruption Code:

- (a) “Disclosing Inside Information to any person (with or without Reward) before or during any International Match or ICC Event where the Player or Player Support Personnel might reasonably be expected to know that disclosure of such information in such circumstances could be used in relation to Betting.” (See Article 2.3.2 of the Code).

2.3 The following charges are brought under Article 2.4 of the ICC Anti-Corruption Code:

- (a) “Providing or receiving any gift, payment or other benefit (whether of a monetary value or otherwise) in circumstances that the Player or Player Support Personnel might reasonably have expected could bring him/her or the sport of cricket into disrepute.” (See Article 2.4.1 of the Code); and/or
- (b) “Failing to disclose to the ACSU (without undue delay) full details of any approaches or invitations received by the Player or Player Support Personnel to engage in conduct that would amount to a breach of the Anti-Corruption Code.” (See Article 2.4.2 of the Code).

3. Mohammad Asif

3.1 The following charges are brought under Article 2.1 of the ICC Anti-Corruption Code:

- (a) “Fixing or contriving in any way or otherwise influencing improperly, or being a party to any effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or any other aspect of any International Match or ICC Event.” (See Article 2.1.1 of the Code); and/or
- (b) “Seeking, accepting, offering or agreeing to accept any bribe or other Reward to fix or to contrive in any way or otherwise to influence improperly the result, progress, conduct or any other aspect of any International Match or ICC Event.” (See Article 2.1.2 of the Code); and/or
- (c) “Failing, for Reward, to perform to one’s abilities in an International Match” (See Article 2.1.3 of the Code).

3.2 The following charge is brought under Article 2.3 of the ICC Anti-Corruption Code:

- (a) “Disclosing Inside Information to any person (with or without Reward) before or during any International Match or ICC Event where the Player or Player Support Personnel might reasonably be expected to know that disclosure of such information in such circumstances could be used in relation to Betting.” (See Article 2.3.2 of the Code).

3.3 The following charges are brought under Article 2.4 of the ICC Anti-Corruption Code:

- (a) “Providing or receiving any gift, payment or other benefit (whether of a monetary value or otherwise) in circumstances that the Player or Player Support Personnel might reasonably have expected could bring him/her or the sport of cricket into disrepute.” (See Article 2.4.1 of the Code); and/or
- (b) “Failing to disclose to the ACSU (without undue delay) full details of any approaches or invitations received by the Player or Player Support Personnel to engage in conduct that would amount to a breach of the Anti-Corruption Code.” (See Article 2.4.2 of the Code).

APPENDIX D
REDACTED IN FULL