

**BEFORE JUSTICE ARUN MISHRA
FORMER JUDGE, SUPREME COURT OF INDIA**

**ETHICS OFFICER
THE BOARD OF CONTROL FOR CRICKET IN INDIA**

Complaint No. 01/2024

In re Complaint dated 14/02/2024 received from:

Shri Rajesh Kumar Mourya

... Complainant

In the matter of:

Shri Mahendra Singh Dhoni

... Respondent

Appearance:

For Applicant	:	Shri Rajesh Kumar Maurya (In-Person)
For Respondent	:	Ms. Pallavi Trivedi, Advocate (Vidhi Associates)

ORDER

1. The present proceedings arise out of Complaint No. 01/2024 filed by the Complainant alleging that the Respondent, a former international cricketer and captain of the Indian cricket team, was in violation of the conflict of interest provisions contained in the Rules and Regulations of the Board of Control for Cricket in India ("BCCI"), particularly Rule 38 read with Rule 1(A)(g). The matter has been heard at length and written submissions have been filed by the parties. Before examining the rival submissions and the questions that arise for determination, it is appropriate to briefly notice the pleadings and the factual background giving rise to the present complaint.



I. Pleadings

A. The Complaint

2. The complaint was filed in February 2024 by Shri Rajesh Kumar Mourya alleging violation of the conflict-of-interest provisions contained in Rule 38 of the Rules and Regulations of the Board of Control for Cricket in India (hereinafter referred to as “the Rules”) by the Respondent, Shri Mahendra Singh Dhoni.
3. The allegation is that the Respondent, while being a “current player” within the meaning of Rule 38(4)(a), was simultaneously the “owner of a Cricket Academy” within the meaning of Rule 38(4)(p), thereby attracting a conflict of interest under Rule 38 read with Rule 1(A)(g).
4. The complaint further alleges failure to disclose such conflict under Rule 38(2) and 38(5), and seeks directions, including investigation, suspension, and debarment.
5. The Respondent, Shri Mahendra Singh Dhoni, represented the Indian Cricket Team in all formats and served as Captain. He retired from International Cricket in August 2020 but continued to participate in the Indian Premier League (IPL).
6. The complaint alleges that during the period when the Respondent was an active player, he was associated with cricket academies operating under the name and style of “MS Dhoni Cricket Academy”.
7. The complainant asserts that such association amounted to ownership and financial control of the academies.
8. The complainant relies upon an authority letter issued by the Respondent in favour of M/s Aarka Sports and Management Private Limited authorising it to open sports academies under the name “MS Dhoni Cricket Academy”. According to the complainant, the authority letter demonstrates that the Respondent permitted establishment of academies under his name and brand.
9. The complainant then relies upon averments made by the Respondent in a criminal complaint filed before the Judicial Magistrate at Ranchi. According to



the complainant, the Respondent's entitlement to a 70% share evidences financial interest and ownership in the academies.

10. The complainant further relies upon an email dated 15.08.2021 allegedly issued by the Respondent directing inclusion of M/s Midas Deals Private Limited in franchise agreements.
11. It is alleged that the said company shares an address with the Respondent and that members of his family are Directors therein. The complainant asserts that this reflects continuing financial interest and control.

B. Respondents Reply

12. The respondents at the outset states that the complaint is effectuated by malice and motivated to wreck personal vengeance from the Respondent as Complainant is proxy litigant of Shri Mihir Diwakar and a counterblast of legal actions taken by Respondent against Shri Mihir Diwakar.
13. The Respondent does not dispute that academies were established under the brand name "MS Dhoni Cricket Academy", but disputes the nature and extent of his role. The Respondent, in his reply, does not deny issuance of the authority letter dated 07.05.2017.
14. However, the Respondent asserts that the authority was limited to permitting use of his name and brand for commercial purposes and did not amount to ownership or operational control. It is stated that the academies were owned and managed by M/s Aarka Sports & Management Pvt. Ltd., which entered into franchise arrangements with third parties.
15. The Respondent asserts that he did not participate in day-to-day operations, training management, appointment of staff, or administration of the academies.
16. With respect to the Ranchi complaint, the Respondent states that the proceedings relate to disputes with M/s Aarka Sports and its representatives and concern alleged breach of contractual arrangements.



17. As regards the email dated 15.08.2021, the Respondent states that the proposal relating to M/s Midas Deals Pvt. Ltd. did not materialise into operative agreements.
18. The document record indicates that disputes arose between the Respondent and M/s Aarka Sports & Management Pvt. Ltd., including its representatives, concerning financial arrangements and management of academies. Criminal proceedings have been instituted before the competent court at Ranchi arising out of such disputes. These proceedings form part of the background in which the present complaint has been filed.

C. Rejoinder by the Complainant to the Respondents Reply

19. A rejoinder has been filed by the complainant to the reply of the Respondent. It is submitted therein that the reputation and stature of a player cannot operate as a shield against conduct allegedly contrary to the Rules. According to the complainant, a player of international repute is under a greater obligation to ensure strict compliance with regulatory provisions.
20. The complainant has further clarified that he is not a close ally of Shri Mihir Diwakar. It is stated that the complainant had an association with the Respondent in an entity known as *Neuglobal Upajvardhak India Limited*, and certain shareholder disputes relating to that company have been adverted to.
21. It is alleged that the conduct of the Respondent is not fair and transparent. The complainant reiterates reliance upon the affidavit and criminal complaint filed by the Respondent before the Judicial Magistrate at Ranchi. It is contended that the Respondent has, in those proceedings, asserted his ownership of the MS Dhoni Cricket Academies and cannot now take a contrary stand.
22. According to the complainant, the Respondent continues to be the owner of the academies and has the largest profit share therein. It is further submitted that Rule 38, which came into force in September 2018, clearly prohibits such ownership when the individual is associated with BCCI either as an Indian player or as an IPL player.



23. The complainant asserts that the Respondent's denial of ownership in the present proceedings is contradictory to his stand before the Ranchi Court and amounts to a false denial. It is contended that ownership of a Cricket Academy by a current or contracted player compromises, or has the potential to compromise, the integrity of the game.

D. Supplementary Reply filed by the Respondent

24. The Respondent has filed a supplementary reply. It is stated therein that M/s Midas Deals Pvt. Ltd. has never received any money in connection with MS Dhoni Cricket Academy. The notice issued in 2021 to M/s Aarka Sports to add Midas Deals Pvt. Ltd. as a party to agreements was, according to the Respondent, never fructified or materialised. It is submitted that the notice was issued in the context of alleged gross misappropriation by M/s Aarka Sports.
25. The Respondent denies having received franchisee fees as owner. It is contended that the amounts referred to by the complainant pertain to endorsement fees received for use of his name and brand. The Respondent asserts that the criminal complaint filed at Ranchi is *sub-judice* and cannot be treated as determinative of ownership for the purpose of Rule 38.
26. It is further contended that acceptance of endorsement fees does not make the Respondent an "owner" of the academies. According to the Respondent, he had no control over day-to-day operation or management of the academies, which were managed by M/s Aarka Sports.
27. On completion of pleadings, the matter was heard at length. After the conclusion of oral submissions and consideration of written submissions, the matter was reserved on 22.03. 2025.
28. However, while considering the legal issues involved, particularly the interpretation of Rule 1(A)(g) and Rule 38(1) and 38(4) of the Rules and Regulations of the Board of Control for Cricket in India ("the Rules"). It was deemed appropriate to seek the assistance of the BCCI. The issue assumed significance in light of prior decisions rendered by the Ethics Officer in matters



including **Case no. 6 of 2019 titled Sanjeev Gupta v. Rahul Dravid and Case no. 5 of 2019 titled Sanjeev Gupta v. Mayank Parikh**, and the need to examine the effect and consistency of those decisions within the broader conflict-of-interest framework. It came to the notice of this office that there appeared to be a divergence between the reasoning adopted in earlier decisions concerning Shri Sourav Ganguly and Shri V.V.S. Laxman, and the subsequent reasoning adopted in the case of Rahul Dravid (**Supra**). Since the BCCI had been heard in the Rahul Dravid matter, and considering that the interpretation of the conflict-of-interest provisions has institutional implications and the need to examine whether Rule 38(4) is to be read independently or harmoniously with Rule 38(1), 38(2) and 38(5), it was found appropriate to seek a reply from the BCCI.

29. Accordingly, by order dated 18.11.2025, notice was issued, and a reply was called from the BCCI on the interpretation of Rule 1(A)(g) and Rule 38(1) and (4), as well as on the effect of the prior decisions rendered by the Ethics Officer.

E. REPLY OF THE BCCI

30. The BCCI, by its reply dated 12.12.2025, has broadly submitted as follows:
- (a) That the interpretation of Rule 38 must be guided by harmonious construction and purposive interpretation, keeping in view the object of the conflict-of-interest framework;
 - (b) That previous decisions including **Case no. 6 of 2019 titled Sanjeev Gupta v. Rahul Dravid and Case no. 5 of 2019 titled Sanjeev Gupta v. Mayank Parikh**, laid down the principle that not every association or ownership *ipso-facto* amounts to conflict unless it demonstrably creates an overlapping duty, influence, or competing interest within the governance framework;
 - (c) That the Respondent, Shri Mahendra Singh Dhoni, is a retired cricketer and is not under any active contractual engagement with the BCCI at present;



(d) That the adjudication of alleged conflict of interest is within the domain of the Ethics Officer/Ombudsman, and the BCCI, as an institution, cannot assume a determinative or adversarial stand on the substantive applicability of Rule 38 in a quasi-judicial proceeding.

31. That therefore, the tenor of the BCCI reply indicates that while reference has been made to prior precedents and interpretative approaches, no definitive institutional opinion has been rendered on whether the facts alleged in the present complaint constitute a conflict within the meaning of Rule 38.

F. Additional Rejoinder and Reply To BCCI

32. Before proceeding further, it is considered appropriate to record the substance of the rejoinder and additional submissions dated 31.12.2025. In his rejoinder, the complainant broadly reiterates his initial submission and further submits:

(a) that the Respondent has deliberately concealed material facts and has violated Rule 38(2), Rule 38(4) and Rule 38(5), amounting to fraud and inducement within the meaning of the Rules. It is stated that the obligation of disclosure under Rule 38(2) and 38(5) is mandatory in character and that non-compliance since 2018 vitiates the Respondent's defence.

(b) that the Respondent's case must be adjudicated strictly, wherein the mere existence of dual roles, namely, that of a current player and academy owner, constitutes a violation of Rule 38(4), independent of proof of actual favouritism, bias, or demonstrable prejudice. According to the Complainant, the intended prohibition in Rule 38(4) attaches upon the existence of the conflicting status itself. It is argued that if ownership or involvement in private sports academies is to be treated as permissible without strict scrutiny, then the same principle would extend to all current players, thereby rendering Rule 38(4) otiose.

(c) It is also urged that Rule 38(4) cannot be read in isolation and must be construed in conjunction with Rule 38(1), 38(2) and 38(5), forming an integrated statutory scheme governing conflict of interest. The Complainant

contends that any attempt to apply harmonious or purposive interpretation so as to dilute the mandatory nature of the disclosure and prohibition provisions would defeat the object of the Rule. It is submitted that where mandatory declarations under Rule 38(2) and 38(5) have not been made, the adjudication cannot be influenced by considerations of absence of actual bias or practical impact, and the violation stands established upon proof of the prohibited status.

- (d) that there has been institutional bias, a systemic failure in BCCI administration in ensuring enforcement of mandatory disclosures and preventing dual appointments, contrary to Rules 39 and 40.
- (e) that the proceedings were unduly delayed, and that judgment was reserved and subsequently not pronounced for a considerable period. It is stated that representations were made to other constitutional authorities challenging the dual appointment of Ethics Officer and Ombudsman.
- (f) that the BCCI's reliance on harmonious and purposive construction is misplaced in cases involving alleged fraud and inducement. It is specifically urged that Rule 38(4) cannot be divorced from Rule 38(1), and that the sub-rules form an integrated code. It is contended that the rule of harmonious interpretation cannot be invoked in favour of a person who has allegedly failed to comply with mandatory disclosure obligations. It is further contended that if the adjudicating authority were to adopt the interpretative approach advanced by the BCCI, it would give rise to a perception of institutional alignment rather than independent adjudication.
- (g) the Complainant has sought to distinguish the case of Rahul Dravid on the ground that Dravid's association with the impugned entity arose after retirement from active BCCI engagement.
- (h) it is submitted that even assuming retirement of the Respondent, violations committed during the period of active association remain cognizable and subject to adjudication under the Rules. It is contended that the



Ombudsman and Ethics Officer retain jurisdiction to examine past violations notwithstanding subsequent retirement.

G. Objections to Additional Rejoinder

33. The Respondent has objected to the scope of the rejoinder, contending that it introduces new grounds not arising from the BCCI reply. It has been submitted that either such material ought not to be considered or, if considered, an opportunity be granted to file a reply.
34. The issue of whether the rejoinder travels beyond the reply and whether additional opportunity is warranted shall be considered before addressing the merits.

II. SUBMISSIONS BY THE PARTIES

A. Contentions of the Complainant

35. It is submitted that the Respondent played for the Indian Cricket Team as wicket-keeper/batsman and Captain and continued to play in the Indian Premier League even after his retirement from International Cricket in August 2020.
36. The complainant contends that the Respondent, while being a “current player” within the meaning of Rule 38(4)(a), simultaneously held the position of “owner of a Cricket Academy” within the meaning of Rule 38(4)(p), thereby attracting an express bar under the Rules.
37. The complainant relies upon an authority letter dated 07.05.2017 issued by the Respondent in favour of M/s Aarka Sports and Management Private Limited authorising it to open academies in the name and style of “MS Dhoni Cricket Academy”.
38. It is contended that pursuant to the said authority, several academies were opened and franchisee fees were collected. Reliance is placed upon averments made in a criminal complaint filed by the Respondent before the Judicial Magistrate at Ranchi wherein it is stated that franchisee fees amounting to Rs. 2.5 crores were received between 04.04.2017 and 16.12.2018, and that royalty



was agreed to be shared in the ratio of 70:30, 70% being payable to the Respondent.

39. According to the complainant, the Respondent's entitlement to 70% royalty and franchisee fees establishes ownership and financial control of the academies.
40. It is further contended that the Respondent, by email dated 15.08.2021, directed inclusion of M/s Midas Deals Private Limited in franchise agreements and that the said company shares an address with the Respondent and includes his family members as Directors. This, according to the complainant, strengthens the allegation of control and ownership.
41. It is submitted that Rule 38(4)(p) specifically includes "Owner of a Cricket Academy" and Rule 38(4)(a) includes "Player (Current)". The complainant contends that these categories are mutually exclusive and cannot be simultaneously held.
42. It is argued that Rule 38(4) is mandatory in nature and does not require proof of actual favoritism or bias. The complainant urges that the Rule creates a status-based prohibition and that the mere coexistence of the two roles constitutes violation.
43. The complainant further submits that upon the coming into force of the amended Rules in September 2018, the Respondent was under a mandatory obligation to disclose such ownership under Rule 38(2) and 38(5), which he allegedly failed to do.
44. It is contended that the Respondent's stature or reputation cannot be a shield against enforcement of the Rules and that strict adherence to conflict-of-interest provisions is necessary to preserve the integrity of cricket administration.

B. Additional Submissions

45. The Complainant, after reply of the BCCI and in addition to his rejoinder, has also filed additional submissions, and has sought to place on record what is described as a "Pattern of Deceptive Conduct" on the part of the Respondent,



contending that the alleged non-disclosure under Rule 38 is not an isolated lapse but part of a continuing course of deception, concealment, and inducement extending beyond the BCCI framework.

46. The complainant also challenged the dual appointment of Ethics Officer and Ombudsman. He states that there is institutional bias in the BCCI and such dual appointment amounts to structural concentration of investigatory and adjudicatory powers, denial of natural justice, and nullification of appellate safeguards. The Complainant has sought intervention for separation of the two offices and has prayed for declaration of the dual appointment as void.
47. The Complainant has urged to pronounce a judgment considering these rejoinder and additional submissions, and that the present matter presents an opportunity to lay down clear principles governing ownership, management, and disclosure standards under Rule 38, and has prayed for what is described as a “landmark judgment” to reinforce constitutional compliance within BCCI governance.

C. Submissions of the Respondent

48. The Respondent, through learned counsel, has denied the allegations and submits that the complaint is misconceived both on facts and in law.
49. At the outset, it is contended that the Respondent cannot be said to be the “owner” of the Cricket Academies in the sense contemplated under Rule 38(4)(p). It is submitted that the authority letter dated 07.05.2017 merely permitted use of the Respondent’s name and brand by M/s Aarka Sports & Management Pvt. Ltd. for consideration. According to the Respondent, such arrangement was in the nature of endorsement and licensing of brand rights and did not amount to ownership, operational control, or management of academies.
50. It is urged that the academies were owned, operated, managed, and administered by M/s Aarka Sports & Management Pvt. Ltd., and that the Respondent did not participate in day-to-day operations, training activities, appointment of coaches, player selection, financial administration, or regulatory compliance.



51. The Respondent submits that receipt of consideration, including royalty or franchisee share, does not by itself constitute “ownership” within the meaning of Rule 38(4)(p). It is argued that commercial endorsement arrangements are common in professional sport and cannot be equated with governance or institutional control.
52. It is further contended that the complaint proceeds on an incorrect assumption that Rule 38(4) operates as a standalone and absolute prohibition. According to the Respondent, such interpretation is contrary to the scheme of the Rules and inconsistent with the precedents rendered by the Ethics Officer. Learned counsel submits that Rule 38 must be read in its entirety. Rule 38(1) sets out the overarching prohibition that no individual associated with BCCI shall have any direct or indirect interest that brings or is perceived to bring such individual in conflict with the interest of the game. Rule 38(4) enumerates certain illustrative positions or categories. However, these must be read in conjunction with the definition of “Conflict of Interest” under Rule 1(A)(g).
53. The Respondent relies heavily upon the decisions in ***Case no. 6 of 2019 titled Sanjeev Gupta v. Rahul Dravid and Case no. 5 of 2019 titled titled Sanjeev Gupta v. Mayank Parikh***. It is submitted that these decisions authoritatively hold that Sub-rule (4) cannot be divorced from Sub-rule (1) and that mere holding of posts enumerated in Rule 38(4) may not per se be sufficient to conclude existence of conflict.
54. It is urged that the definition under Rule 1(A)(g) is the controlling provision. The definition requires demonstration of: actual favoritism; reasonable apprehension of favoritism; lack of objectivity; bias; benefit (monetary or otherwise); linkage; overlapping duties affecting governance.
55. According to the Respondent, he did not hold any position in any capacity to influence to cause any favouritism, lack of objectivity, bias, benefits (monetary or *otherwise*) or *linkages* or there is not even a distant apprehension for the same.



56. It is emphasised that the Respondent's role in IPL was that of a contracted player. He did not hold any administrative, governance, or selection position within BCCI or any State Association.
57. The Respondent further submits that the conflict-of-interest framework is preventive in nature and aimed at preserving institutional integrity. It is not intended to invalidate every commercial association of a player unless it demonstrably affects governance or gives rise to reasonable apprehension of bias.
58. On the issue of disclosure, it is submitted that the Rules in their present constitutional form came into force in September 2018 pursuant to implementation of reforms. The authority letter relied upon by the complainant is dated May 2017. It is contended that regulatory provisions ordinarily operate prospectively unless expressly made retrospective.
59. The Respondent submits that in regulatory adjudication, delay assumes significance where the alleged misconduct is not continuing and no institutional prejudice is demonstrated. The complaint does not establish any continuing conflict subsisting as on the date of filing.
60. It is also contended that the complaint substantially overlaps with private commercial disputes between the Respondent and Shri Mihir Diwakar. Criminal proceedings are pending. The Respondent submits that the present complaint is motivated and is being used as a collateral forum to exert pressure in private litigation.
61. In sum, the Respondent therefore submits that: (i) There is no ownership in the operational sense contemplated under Rule 38(4)(p); (ii) Even assuming ownership, there is no demonstrable conflict under Rule 1(A)(g); (iii) No actual or reasonable apprehension of bias is established; (iv) The complaint is motivated; (v) The proceedings ought to be dismissed.



III. ISSUES AND CONSIDERATION THEREOF

62. In light of the pleadings, submissions of the parties, reply of BCCI, rejoinder, and the objection raised to the scope of the rejoinder, the following issues arise for determination:

(i) Whether the rejoinder filed by the complainant can enlarge the scope of the original complaint;

(ii) Whether the Respondent can be treated as "Owner of a Cricket Academy" and the effect thereof;

(iii) Whether, on a proper construction of Rule 38 read with Rule 1(A)(g), the facts alleged in the complaint establish a conflict of interest within the meaning of the Rules.

(iv) Whether the complaint is vitiated by collateral objectives or private disputes; and whether the complaint, filed in 2024 in respect of arrangements originating in 2017–2018, is liable to be declined on account of inordinate delay, particularly in the absence of demonstrated continuing conflict

In Re Issue no. (i): Scope of Rejoinder - Enlargement of Complaint Impermissible

63. At the outset, it is necessary to determine which part of the additional rejoinder dated 30.12.2025 can be taken on record.

64. It is settled that a rejoinder cannot travel beyond the original complaint nor introduce a fresh cause of action. A pleading in rejoinder is to be confined to rebutting what is stated in the reply; it cannot enlarge the scope of the proceedings or transform the nature of the complaint. The jurisdiction exercised under Rule 38 is regulatory in nature and confined to examining conflict of interest affecting cricket governance.

65. Allegations that are beyond the scope of the complaint including challenging the jurisdiction of this office & dual appointment cannot be adjudicated in these



proceedings. The scope of the complaint cannot be enlarged in rejoinder. The part of Additional rejoinder is taken on record only with respect to the matter pleaded in the complaint and outcome of reply and not with regard to some new aspect which is beyond complaint and not arising out of the reply.

In Re: Issue no. (ii) - Ownership of the academy

66. Before entering upon the question whether a conflict of interest is established, it becomes necessary to determine whether the Respondent can be said to be the "Owner of a Cricket Academy" within the meaning of Rule 38(4)(p) of the Rules and Regulations of the BCCI. The expression "Owner" has not been specifically defined in the Rules. It must therefore be construed in its ordinary legal sense, bearing in mind the object and context of Rule 38.
67. Rule 38(4)(p) enumerates "Owner of a Cricket Academy" as one of the categories which, if held simultaneously with another position, may give rise to conflict. The enquiry at this stage is not whether conflict exists, but whether the Respondent answers the description of "owner".
68. The Letter of Authorization dated 07.05.2017 issued by the Respondent reads, inter alia:

"MAHENDRA SINGH DHONI

To

Aarka Sports Management Private Limited
H-603, Amrapali Platinum, Sector 119,
Gautam Buddha Nagar, Noida,
Uttar Pradesh – 201301.

Attn: Shri Mihir Diwakar

Sub: Authorization Letter in Favour of Shri Mihir Diwakar and/or Aarka Sports Management Private Limited for MS Dhoni Cricket Academy.

Dear Shri Diwakar,

In pursuance of the Memorandum of Understanding dated 07.05.2017, I, Mahendra Singh Dhoni, S/o Sh. Pan Singh, hereby duly appoint and authorize Shri Mihir Diwakar and/or Aarka Sports



Management Private Limited International (“**Manager**”) to establish a chain of cricket academies & sports complexes in the name and style of “MS Dhoni Cricket Academy” or “MS Dhoni Sports Academy” or “MS Dhoni Sports Complex” in India as well as overseas.

The Manager has been specifically authorized and empowered to enter into agreements, contracts and arrangements on my behalf with third parties for the said purposes and this authorization shall remain valid until further written notice.

Sincerely,

Sd/-

Mahendra Singh Dhoni “

(Emphasis Added)

69. The language employed is significant. The academies were to be established in the Respondent’s name. The Manager was authorised to act “on my behalf”. The authority was not independent; it was derivative of the Respondent’s rights. The authorization letter indicates that the very existence of the academies flowed from the Respondent’s permission and brand identity.
70. In paragraph 5 of the criminal complaint filed by the Respondent before the Judicial Magistrate at Ranchi, it is stated:

“5. That it is humbly stated that the Complainant had authorized the Accused Persons to open sports academies in the name and style of “MS Dhoni Cricket Academy” or “MS Dhoni Sports Complex” (hereinafter also referred as “Cricket Academies”) in India as well as overseas based on representation and assurance and further the Accused persons were entrusted with the responsibility to run and manage the said Cricket Academies including its functioning land promotion. In consideration for the same it was assured and represented that the Accused Persons shall remit full Franchisee Fees to the Complainant and shall operate and shall manage the agency with the royalty collected from the franchisees, the profit made from such royalty collected after meeting all expenses was to be shared in a ratio of 70:30, 70% payable to Mahendra Singh Dhoni and 30% to be retained by Aarka between the Complainant and Accused Persons. Believing upon the assurances of Accused Persons, Complainant granted Accused Persons a letter of authority vide letter dated 07.05.2017 (hereinafter also referred a “LOA” or “authority”) to open a chain of MS Dhoni Cricket Academy.”



71. Paragraph 6 enumerates franchisee fees received by the Respondent in substantial amounts between 2017-2018. The relevant portion is quoted hereunder:

“6. That it is further stated that accused persons in pursuance of the said LOA dated 07.05.2017 initially paid franchises fees to the Complainant on different dates to gain faith, and the same is being enumerated hereinbelow for the kind consideration of this Hon’ble Court:-

S. No	Details of Transaction	Date	Amount
1.	Franchisee Fees of Krishnam Sports Academy	04.04.2017	90,00,000.00
2.	Franchisee Fees of Krishnam Sports Academy	14.03.2018	60,00,000.00
3.	Franchisee Fees of Nagpur Academy	24.04.2019	50,00,000.00
4.	Academia 7 Pte Ltd.	19.05.2018	25,00,000.00
5.	Academia 7 Pte Ltd.	26.12.2018	25,00,000.00”

(Emphasis applied)

72. These averments unequivocally demonstrate: Franchisee fees were payable to the Respondent; Royalty profits accrued substantially to him; The Manager was entrusted with operational responsibility; Financial benefit was centrally structured in favour of the Respondent. The Respondent’s own pleadings, therefore, acknowledge a financial architecture in which the academies generated revenue streams substantially attributable to him.

73. The revocation email states: “All proposals and projects including those already running will be at sole discretion of MSD.” This clause is indicative of ultimate supervisory control. The right to revoke authorization and to determine continuation of projects is a core incident of ownership. The tripartite licensing agreement with Krishnam Sports Park Private Limited describes M/s Aarka Sports as “manager and agent” of the Respondent and stipulates substantial annual consideration payable to him.

74. Clause 13 of that agreement further clarifies that performance of obligations remains subject to ICC/BCCI Regulations, demonstrating that the Respondent's contractual arrangements were consciously structured within the regulatory ecosystem of cricket. The franchise agreement relating to the Nagpur academy similarly describes Aarka Sports as "duly authorized Manager and agent" of the Respondent and explicitly acknowledges that it holds marketing rights of the Respondent's brand. The documents consistently describe Aarka Sports as "manager", "agent", and "authorized representative", not as independent proprietor.
75. Ownership is not confined to physical possession or daily management. It is a bundle of rights, including: The right to authorize use of property; The right to receive consideration; The right to share in profits; The right to revoke authority; The right to exercise ultimate control. The academies operated under the Respondent's name and brand. The economic benefit substantially was to be accrued to him. The Manager functioned under delegated authority. The academies would not have existed but for the Respondent's authorization. The brand identity was inseparable from his personal commercial rights.
76. Even if day-to-day administration was conducted by M/s Aarka Sports, that does not negate ownership. A principal may appoint an agent to manage property; such delegation does not divest proprietary character. The contention that the Respondent merely received "endorsement fee" does not alter the substance of the arrangement. The structure of franchise fees and profit-sharing demonstrates continuing proprietary interest rather than a one-time endorsement payment.
77. In the instant case, various agreements were entered into in 2017, whereas the BCCI Rules have come into force from September 2018. It is averred in the criminal complaint filed by the respondent that he received franchisee fee from some of the Academies.
78. It is clear from the aforesaid documents that Shri MS Dhoni has authorized M/s Aarka Sports in the capacity of manager to open and manage the various Cricket Academies, Sport Complex etc. It is apparent that whether by endorsement or otherwise, Shri MS Dhoni has authorized use of his name to establish Academies;



and thereby, he would earn the full franchisee fees and the profits in 70% on royalty, and remaining 30% of the same to be paid to M/s Aarka Sports.

79. It is not in dispute that several academies have been opened, managed by M/s Aarka Sports, on the specific authorization by Shri MS Dhoni. It is also apparent that certain disputes arose between respondent and M/s Aarka Sports, which led to filing of criminal complaint by respondent in the Court at Ranchi for commission of offence as mentioned therein. Thus, the present case indicates transfer of the right to manage the ventures. In essence, all these academies exist due to the permission by Shri MS Dhoni to manage his academies by Aarka Sports. The Cricket Academies, in respondent's name, are essentially an outcome of his property rights in the form to collect franchisee fees and profits out of royalty, which are managed and marketed by M/s Aarka Sports and Management Private Limited. It is beyond doubt that the ownership as contemplated under Rule 38 of Rules and Regulations of BCCI would include person who transferring right by his authorization to manager to open Cricket Academy in his name and would collect the franchisee fees so earned by management of Academies and the profits from the royalty collected to the extent to 70%. The ownership is a bundle of various rights to collect profits out of royalty, franchisee fee profit is part of the incident ownership.

80. It has been contended on behalf of Respondent that what he collected was endorsement fee. Be that as it may, receiving of amount under the various stipulation of the agreement make it clear that the Academy would not have been in existence but for authorization by respondent and he has given right to collect the franchisee fees to the manager i.e., M/s Aarka Sports and in addition also to pay to him profits earned from the royalty. Thus, in essence as Shri MS Dhoni is owner of Academies etc. by virtue of rights retained by him of the agreement entered in 2017.

81. I refrain from entering into the inter-se disputes relating to fulfilment of contractual obligations between the respondent and M/s Aarka Sports, as that is to be decided by the appropriate forum. The complainant has pointed out his grievance against the respondent in his own company Neuglobal Upajvardhak India Limited also.



82. It is clarified that the finding on ownership is confined to interpretation under Rule 38(4) of the BCCI Rules. This office refrains from entering into disputes regarding alleged breach of contractual obligations, profit calculations, or criminal allegations pending before competent courts.
83. On a cumulative consideration of: The Letter of Authorisation dated 07.05.2017, The Respondent's own pleadings in the Ranchi complaint; The royalty-sharing structure; The revocation email dated 15.08.2021; The licensing and franchise agreements. It is held that the Respondent can be treated as "Owner of a Cricket Academy" within the meaning of Rule 38(4), for the limited purpose of examining applicability of the conflict-of-interest framework.
84. The finding that the Respondent can, for the limited purposes of Rule 38(4), be regarded as "Owner of a Cricket Academy" does not by itself conclude the enquiry. Rule 38 does not operate in isolation as a mechanical enumeration of positions; its application is conditioned by the definitional core of "Conflict of Interest" under Rule 1(A)(g), and by the surrounding facts in which the complaint is invoked. It therefore becomes necessary to examine whether the complaint has been brought in a bona fide regulatory spirit and within a reasonable time, and whether the essential ingredients of conflict as contemplated under Rule 38 read with Rule 1(A)(g) are, in fact, satisfied.

In Re: Issue (iii): Applicability of Rule 38 vis-a-vis Rule (1) (a) (g)

85. The third issue that falls for consideration is whether, on a proper construction of Rule 38 read with Rule 1(A)(g), the facts pleaded in the complaint, a "conflict of interest" within the meaning of Rule 1(A)(g) read with Rule 38(1) and 38(4) of the BCCI Rules is made out. It refers to situations where any act of an individual associated with BCCI gives rise to apprehensions of, or actual favouritism, lack of objectivity, bias, benefits (monetary or otherwise) or linkages, as set out in Rule 38.
86. The question which the arises is that whether such ownership of the respondent based on 2017 agreements attracts conflict under Rule 38 read with Rule 1 (A) (g)



87. Rule 38 of the BCCI Rules is extracted hereunder:

“38. CONFLICT OF INTEREST

(1) A Conflict of Interest may take any of the following forms as far as any individual associated with the BCCI is concerned:

- (i) Direct or Indirect Interest:** When the BCCI, a Member, the IPL or a Franchisee enter into contractual arrangements with entities in which the individual concerned or his/her relative, partner or close associate has an interest. This is to include cases where family members, partners or close associates are in positions that may, or may be seen to compromise an individual’s participation, performance and discharge of roles.

Illustration 1: A is an Office Bearer of the BCCI when it enters into a broadcast contract with a company where A’s son B is employed. A is hit by Direct Conflict of Interest.

Illustration 2: C is a Member of the IPL Governing Council. The IPL enters into a contract with a new franchisee, the Managing Director of which is C’s partner in an independent commercial venture. C is hit by Indirect Conflict of Interest.

Illustration 3: D is the Office Bearer of a State Association. D’s wife E has shares in an IPL Franchisee which enters into a stadium contract with the State Association. D is hit by Indirect Conflict of Interest.

Illustration 4: F is President of the BCCI. His son-in-law is a Team Official of a Franchisee. F is hit by Conflict of Interest.

Illustration 5: G is an employee of the BCCI. His wife runs a catering agency that is engaged by the BCCI. G is hit by Conflict of Interest.

- (ii) Roles compromised:** When the individual holds two separate or distinct posts or positions under the BCCI, a Member, the IPL or the Franchisee, the functions of which would require the one to be beholden to the other, or in opposition thereof.

Illustration 1: A is the Coach of a team. He is also Coach of an IPL Franchisee. A is hit by Conflict of Interest.

Illustration 2: B is Secretary of the BCCI. He is also President of a State Association. B is hit by Conflict of Interest.

Illustration 3: C is the Vice President of the BCCI. He is also President of a State Association and member of a Standing Committee. C is hit by Conflict of Interest.

Illustration 4: D is a selector. He is also coach of an IPL franchisee. D is hit by Conflict of Interest.

- (iii) **Commercial conflicts:** When the individual enters into endorsement contracts or other professional engagements with third parties, the discharge of which would compromise the individual's primary obligation to the game or allow for a perception that the purity of the game stands compromised.

Illustration 1: A runs a cricket academy. He is appointed as a selector. A is hit by Conflict of Interest.

Illustration 2: B is a BCCI commentator. He also runs a sports management company which contracts members of the team. B is hit by Conflict of Interest.

Illustration 3: C is a selector. He contracted to write a column on a tour that the national team is on. C is hit by Conflict of Interest.

Illustration 4: D is a team captain. He is also co-owner of a sports management agency which is contracted to manage other team members. D is hit by Conflict of Interest.

Illustration 5: E is a member of the IPL Governing Council. He is engaged by a cricket broadcaster to act as an IPL commentator. E is hit by Conflict of Interest.

- (iv) **Prior relationship:** When the individual has a direct or indirect independent commercial engagement with a vendor or service provider in the past, which is now to be engaged by or on behalf of the BCCI, its Member, the IPL or the Franchisee.

Illustration 1: A is President of the BCCI. Prior to his taking office, he has been engaged professionally for his services by a firm B. After A becomes President, B is appointed as the official consultants of the BCCI. A is hit by Conflict of Interest.

Illustration 2: B is the Secretary of a State Association. Prior to his election, he ran a firm C, specializing in electronic boundary hoardings. Upon becoming Secretary, the contract for the Association's stadium hoardings is granted to C. B is hit by Conflict of Interest.

Illustration 3: D is the Commissioner of the IPL. Before he came into this office, he used to engage E as his auditor for his business. After becoming Commissioner, E is appointed as auditor to the IPL. D is hit by Conflict of Interest.

Illustration 4: F is the Captain of an IPL team, and G is the team's manager. When F is made Captain of the national team, G is appointed as the national team's manager. F is hit by Conflict of Interest.

- (v) **Position of influence:** When the individual occupies a post that calls for decisions of governance, management or selection to be made, and where a friend, relative or close affiliate is in the zone of

consideration or subject to such decision-making, control or management. Also, when the individual holds any stake, voting rights or power to influence the decisions of a franchisee / club / team that participates in the commercial league(s) under BCCI;

Illustration 1: A is a selector. His son is in the zone of consideration for selection. A is hit by Conflict of Interest.

Illustration 2: B is the Secretary of a State Association. He also runs a cricket academy in the State. B is hit by Conflict of Interest.

Illustration 3: C is an umpire. His daughter D is a member of a team which is playing a match in which C officiates. C is hit by Conflict of Interest.

Illustration 4: E is the President of a State Association and his company F owns 12 cricket clubs in the State from which probabilities are selected for the State team. E is hit by Conflict of Interest.

EXPLANATION: The Illustrations which refer to a President / Secretary / Vice-President may be read as illustrations referring to any other Office Bearer, and also to the members of the Apex Council, the Governing Council and the Committees.

(2) *Within a period of 15 days of taking any office under the BCCI, every individual shall disclose in writing to the APEX Council any existing or potential event that may be deemed to cause a Conflict of Interest, and the same shall be uploaded on the website of the BCCI. The failure to issue a complete disclosure, or any partial or total suppression thereof would render the individual open to disciplinary action which may include termination and removal without benefits. It is clarified that a declaration does not lead to a presumption that in fact a questionable situation exists, but is merely for information and transparency.*

(3) A Conflict of Interest may be either Tractable or Intractable:

(a) Tractable conflicts are those that are resolvable or permissible or excusable through recusal of the individual concerned and/or with full disclosure of the interest involved.

(b) Intractable conflicts are those that cannot be resolved through disclosure and recusal, and would necessitate the removal of the individual from a post or position occupied so that the conflict can cease to exist.

Explanation: In Illustration 3 to Rule 38(1)(i), if the wife held 51% shares, the conflict will be treated as intractable. If the wife holds 3% shares, whether the conflict is tractable or intractable will have to be decided by the Ethics Officer on the facts of the case. If the wife holds only 100 shares out of 1 crore shares, a disclosure of the same may be sufficient.

(4) It is clarified that no individual may occupy more than one of the following posts at a single point of time except where prescribed under these Rules:

- (a) Player (Current)
 - (b) Selector / Member of Cricket Committee
 - (c) Team Official
 - (d) Commentator
 - (e) Match Official
 - (f) Administrator / Office-Bearer
 - (g) Electoral Officer
 - (h) Ombudsman & Ethics Officer
 - (i) Auditor
 - (j) Any person who is in governance, management or employment of a Franchisee
 - (k) Member of a Standing Committee
 - (l) CEO & Managers
 - (m) Office Bearer of a Member
 - (n) Service Provider (Legal, Financial, etc.)
 - (o) Contractual entity (Broadcast, Security, Contractor, etc.)
 - (p) Owner of a Cricket Academy
- (5) As far as incumbents are concerned, every disclosure mandated under Sub-Rule (3) may be made within 90 days of the Effective Date.”

88. Conflict of Interest is defined under Rule 1 (a) (g) which is extracted hereunder:

Rule 1(A)

“(g) *‘CONFLICT OF INTEREST’* refers to situations where an individual associated with the BCCI in any capacity acts or omits to act in a manner that brings, or is perceived to bring the interest of the individual in conflict with the interest of the game of cricket and *that may give rise to apprehensions of, or actual favoritism, lack of objectivity, bias, benefits (monetary or otherwise) or linkages, as set out in Rule 38.*”

89. Under the provisions of Rule 1(A)(g) of Conflict of Interest, it is necessary that interest of an individual is in conflict with game of cricket that has to be read with



Rule 38. The provisions of Rule 1(A)(g) have to be kept in view while interpreting provisions of Rule 38.

90. The interpretation of the aforesaid provisions has been considered in earlier decisions of the Learned Ethics Officer, notably in ***Shri Sanjeev Gupta v. Shri Rahul Dravid (Complaint No. 6/2019, Order dated 14th November, 2019) and Shri Sanjeev Gupta v. Shri Mayank Parikh (Complaint No. 5/2019, Order dated 21st July, 2020)***.

91. In Rahul Dravid (supra), it was held:

“Nevertheless, on a harmonious and meaningful construction of all the provisions in the BCCI Rules, I am of the opinion that the said Sub-rule (4) cannot be divorced from sub-Rule (1) of Rule 38 of the Rules. Hence, while examining the question whether or not there is a ‘conflict of interest’ in the case of a particular individual, the actual or potential consequences of the instances illustrated in extenso in Sub-rule (1) of the Rule 38 of the Rules or other possibilities of potential/actual conflicts similar to those given in Sub-rule (1) of the Rule 38 of the Rules, have to be kept in view. To put it differently, for examining an instance of ‘conflict of interest’, mere holding of post/s by an individual associated with the BCCI, as identified in Sub-rule (4) of Rule 38 of the Rules, may not per-se be sufficient for arriving at the conclusion of existence of conflict of interest. But whether holding of such post(s) gives rise to conflict of interest or not must also be tested on the anvil of reasonable apprehensions of, or actual favoritism, lack of objectivity, bias, benefits, etc., as contemplated in the definition of conflict of interest in Rule 1(A)(g) of the Rules.”

(Emphasis Added)

92. Similarly, in Mayank Parikh, it was observed:

“The concept of conflict of interest, is not necessarily a question about something one does or intends to do but a question of what it can possibly or potentially do. However, in so far as the Rules of the BCCI are concerned, the said principle has been codified in Rule 1(A)(g) read with Rule 38(1)(i) of the Rules. Rule 1(A)(g) of the Rules refers to the situations, where an individual associated with the BCCI in any capacity acts, or omits to act, in a manner that brings or is perceived to bring the interest of the individual in conflict with the interest of the game of Cricket and that may give rise to apprehensions of, or actual favoritism, lack of objectivity, bias, benefits (monetary or otherwise) or linkages, as set out in Rule 38 of the Rules.”

93. It was further clarified in Mayank Parikh that:

“... while maintaining that on a literal interpretation it may not be possible to hold that Sub-rule (4) of Rule 38 of the Rules, is merely directory, on a harmonious and meaningful construction of all the provisions in the BCCI Rules, it was opined that the said Sub-rule (4) cannot be divorced from sub-Rule (1) of Rule 38 of the Rules. It was thus, held ***that while examining the question whether or not there is a conflict of interest in the case of a particular individual, the actual or potential consequences as also the instances illustrated in extenso in Sub-rule (1) of the Rule 38 of the BCCI Rules and other possibilities of potential / actual conflicts as envisaged in Rule 1(A)(g) have to be kept in view.***”

(Emphasis Added)

94. In my opinion the above decisions take the correct view that : (i) Rule 38(4) cannot be read in isolation, (ii) It must be construed harmoniously with Rule 38(1) and the definition in Rule 1(A)(g), (iii) Mere holding of a position or association does not, per se, establish conflict, (iv) The determination must rest upon either actual conflict or reasonable apprehension of favoritism, bias, lack of objectivity, benefit, linkage, or overlapping duty affecting governance or the game.
95. The conflict must be evaluated with reference to functional overlap and demonstrable institutional impact. A mechanical or absolute approach divorced from factual matrix is not warranted.
96. Rule 1(A)(g) specifically contemplates situations where an individual associated with the BCCI acts or omits to act in a manner that brings, or is perceived to bring, his personal interest into conflict with the interest of the game of cricket and that may give rise to apprehension of favoritism, bias, benefits (monetary or otherwise), or linkages.
97. Therefore, the definitional intent is not status alone, but governance impact, i.e, actual or reasonably apprehended. The Rule contemplates either actual conflict or reasonable apprehension of conflict grounded in objective material.
98. In the present complaint, no specific factual instance has been pleaded demonstrating: exercise of influence by the Respondent in BCCI decision-



making; extension of favoritism to any entity; conferment of institutional benefit; lack of objectivity in any official function; or any reasonable apprehension grounded in objective material. The complaint does not disclose that the Respondent was exercising overlapping governance authority at the relevant time in a manner that brought his personal interest into demonstrable conflict with the interest of the game.

99. The existence of litigation between ARCA and entities associated with the Respondent, including disputes regarding royalty payments and contractual performance, is itself indicative of an adversarial commercial dispute which arose right from beginning after payment of franchise fee rather than a governance-based conflict within BCCI structures. Where the relationship between the respondent and the managing entity Arka Sports stands fractured and adversarial, the foundational premise of favoritism, bias, or institutional preference becomes inherently implausible. In such circumstances, the apprehension contemplated under Rule 1(A)(g) - of favoritism, lack of objectivity, benefit, or linkage affecting the interest of the game cannot reasonably be sustained.
100. The dispute placed on record appears primarily commercial in nature and intertwined with litigation involving third parties. Such disputes, without nexus to cricket governance, do not *ipso facto* establish conflict within the meaning of Rule 1(A)(g).
101. Therefore, on the touchstone rightly laid down in Rahul Dravid (*Supra*) and Mayank Parikh (*Supra*), the parameters necessary for establishing a conflict of interest are not satisfied in the facts of the present case.
102. Consequently, the complaint fails to meet the definitional threshold required under Rule 1(A)(g) read with Rule 38.
103. The complaint, insofar as it relates to interpretation of Rule 38, fails to establish: a contemporaneous and actionable conflict; any demonstrated overlap affecting governance; any factual instance of bias, favoritism, or institutional benefit; or any reasonable apprehension within the meaning of Rule 1(A)(g).



104. The additional submissions reveal that the proceedings are substantially intertwined with personal and commercial disputes between the Respondent and Shri Mihir Diwakar. As discussed hereinafter, a regulatory forum cannot be used to settle personal scores or business vendetta.

In Re: Issue no (iv): Effect of Commercial Disputes on Complaint

105. The fourth issue that arises for consideration is whether the complainant has approached this forum with clean hands and bonafide intent under the conflict-of-interest framework, and whether the complaint is vitiated either by collateral objectives.

106. The jurisdiction exercised under Rule 38 is regulatory in character. It is intended to preserve institutional integrity of cricket administration by preventing situations of actual or potential conflict affecting governance of the game. Such jurisdiction cannot be permitted to become a forum for ventilating private grievances, pursuing commercial disputes, or exerting pressure in collateral litigation. While locus in regulatory proceedings is not to be construed narrowly, the complainant must invoke jurisdiction in aid of institutional integrity, not as an instrument to settle personal scores.

107. *Prima facie*, the material placed on record indicates that the present complaint is intertwined with, and substantially overlaps, ongoing commercial and criminal disputes between the Respondent and Shri Mihir Diwakar.

108. The record reveals that disputes have arisen between the Respondent and M/s Aarka Sports & Management Pvt. Ltd., including its representative Shri Mihir Diwakar. Criminal proceedings have been instituted before the competent court at Ranchi. The additional submissions filed by the complainant go considerably beyond the original complaint. Under the heading "Pattern of Deceptive Conduct", extensive allegations are made concerning commercial disputes, alleged financial improprieties, corporate control issues, and losses allegedly caused to the complainant. The relevant portions of the additional submissions, as relied upon, are again reproduced hereunder in extenso:



“7. Pattern of Deceptive Conduct

The Respondent's misconduct is not isolated but part of a continuing pattern of deception, concealment, and inducement. It must be placed on record that:

- **Amrapali Case:** In the Amrapali matter, the Respondent accepted sums from builder company collected from the common people of the country for property purchases. Even after the Amrapali fraud was exposed before the Hon'ble Supreme Court, the Respondent failed to return those amounts on moral and ethical grounds. This demonstrates his disregard for natural justice and his willingness to profit from fraud at the expense of common citizens who lost their lifetime savings.

- **Usurpation of Complainant's Company:** **The Respondent conspired against the Complainant by usurping his company, in which he was associated by his proxy and then manager Shri Mihir Diwakar, and was made 20% shareholder in the company by complainant by deducting and allocating the shareholding from the Complainant's own part.** The company was established and built by the Complainant, working in the interest of farmers and agriculture with objectives of national organic revolution. **To show his proves and sideline and exclude his manager Shri Mihir Diwakar, respondent fraudulently removed his manager from directorship by forging signatures through his proxies and representatives. This act of betrayal against a company founder established in the interest of farmers and agriculture exposes respondent's breach of trust and fraudulent intent.**

- **False Case Against Proxy/Manager:** **The Respondent filed a false case against his proxy and then manager, Shri Mihir Diwakar, fabricating allegations to usurp 100% control of academies that had been successfully established through his manager's primary efforts. This was not an act of justice but a calculated move to seize control by deception.**

- **₹15 Crore Allegation Without Proof:** **The Respondent alleged that his manager duped him of ₹15 crores, yet failed to produce any proof of embezzlement either before the court or before his proxy manager itself.** This exposes his intent to fabricate charges, conceal facts, and fraudulently manipulate proceedings for personal gain, and not for seeking justice.

- **Suppression of Scrutiny in IPL Fixing Case:** His past conduct includes filing defamation and contempt proceedings against IPS officer G. Sampath Kumar, who had remarked on his alleged involvement in IPL match-fixing. Though the officer was punished, the Hon'ble Supreme Court later granted relief, further exposing the Respondent's pattern of suppressing scrutiny and silencing voices that questioned his conduct.

Consistent pattern of deception that extends beyond nondisclosure under the BCCI Constitution:

- The Respondent's conduct demonstrates a consistent pattern of deception that extends beyond nondisclosure under the BCCI Constitution. **The case initiated by the Respondent against his then manager, Shri Mihir Diwakar, and his proxy front in the MS Dhoni Cricket Academy, was projected publicly as a matter of embezzlement of ₹15 crore and breach of trust. However, the real facts are materially different.**
- Between 2017 and 2021, **Shri Diwakar generated business worth approximately ₹130 crore for the Respondent, under an arrangement entitling him to 30% of the benefits. The Respondent was therefore liable to pay a balance amount of nearly ₹27 crore plus, representing his manager's rightful share of profits, which was sought to be released for further expansion and sustenance of the academies. Instead of honouring this obligation, the Respondent withheld the payment and sought to usurp his manager's share by fabricating a false case of cheating and embezzlement.**
- In doing so, **the Respondent not only implicated Shri Diwakar but also dragged his wife into the proceedings, despite her having no substantive role other than being a director alongside her husband in the corporate entity through which the academies were being opened and operated since 2017.** This act of fabrication and concealment exemplifies fraud in the factum, exposing the Respondent's deliberate strategy of deception, breach of trust, and misuse of institutional processes to suppress legitimate claims and perpetuate his own commercial interests.
- This way, **the Respondent sought to confiscate his manager's share as well as take full control of all well-established academies built primarily through his manager's effort in a very fraudulent and dishonorable way by arm twisting his manager by fabricating him alongwith his wife to succeed in his intent,** a shameful but tactical master plan which ultimately backfired and exposed his own fraudulent misconduct.
- It is important to clarify why I, as Complainant, am compelled to expose these facts. Shri Dhoni is not my enemy so as the BCCI and the adjudicator. The background is that Shri Mihir Diwakar introduced Shri Dhoni into my company, and both were honoured with shareholding and directorship, deducting from my wife's part on their respective commitments. When Shri Dhoni later planned and executed this mala fide act against his own friend and manager in his personal matter, he sought to exclude and sideline Shri Diwakar from everywhere including removing from directorship in my company by means of forgery and acting through representatives from behind the veil.
- Such actions were directly contrary to my principles and directives as company founder, and I therefore raised objections. In response, the Respondent sought to portray me in a negative light and acted against me through his representatives. The public company established by me gone into



mismanagement and presently under tax evasion default and non-compliance after usurpation of control by the respondent and his representatives. As an ex-serviceman of this country, it is my duty to uphold righteousness on justified grounds. My interest in placing these facts on record arises not from personal animosity towards the Respondent or BCCI, but from a commitment to transparency, justice, and the preservation of integrity in governance and institutional dealings.”

(Emphasis Added)

109. The tenor of the additional submissions reflects personal grievance. The complainant expressly asserts that the Respondent has caused him loss and that the Respondent's conduct amounts to fraud in inducement. These assertions are not confined to conflict-of-interest issues under the BCCI Rules but relate to private commercial dealings.

110. The additional submissions reveal that this is nothing but a motivated complaint and that the complainant, in effect, espousing his own and the cause of Shri Mihir Diwakar. The dispute between the Respondent and Shri Mihir Diwakar is the subject matter of pending criminal proceedings. Such disputes must be adjudicated before competent judicial forums.

111. The conflict-of-interest framework under Rule 38 cannot be converted into a parallel forum for adjudication of private commercial disputes. A party invoking regulatory jurisdiction must approach the forum with clean hands and bona fide intent. Proceedings motivated by personal vendetta or collateral advantage cannot be sustained under the guise of institutional integrity.

112. From the material placed on record, particularly the additional submissions, it appears that the present complaint is not entirely divorced from the commercial disputes between the Respondent and Shri Diwakar. Apart from that, the complainant has raised his own commercial dispute with the respondent, which indicate that the complaint is the outcome of that dispute and therefore cannot be entertained. This aspect weighs against the maintainability of the complaint.

Delay and Belated Invocation

113. The authority letter relied upon by the complainant is dated 07.05.2017. the conflict-of-interest regime in its present constitutional form was introduced



pursuant to the implementation of the Hon'ble Supreme Court (as per judgment dated 9th August 2018 and 14 September 2022) which mandated reforms and the adoption of the amended BCCI Constitution. The comprehensive codification of Rule 38, read with Rule 1(A)(g), was brought into effect thereafter. The complaint has been filed in 2024. Thus, the alleged violation while representing Indian team pertains to agreements originating in 2017. The regulation came into force in September, 2018. The complaint has been instituted approximately six to seven years thereafter.

114. The Rules do not expressly provide retrospective penal consequence. Nor has any material been placed to show that the alleged association caused institutional compromise during the relevant period. More so, when dispute arose right from beginning regarding the academy, hence, there was no room to entertain apprehension of any bias, favouritism to such academies.

115. No contemporaneous challenge was raised in 2018, 2019, or 2020 when the Respondent was actively representing India. Though complainant is correct, that, upon the coming into force of the amended Constitution in September 2018, a declaration was required to be filed assumes academic importance in this case as no conflict of interest is made out on the facts of the case. Apart from that, such alleged omission cannot be adjudged at such a belated stage in a complaint filed in 2024 without demonstrating existing and continuing operational conflict.

116. Regulatory provisions are ordinarily prospective in operation unless expressly made retrospective. In the absence of explicit retrospective application, a person cannot be subjected to regulatory consequences for conduct predating the operational framework in its present form. They are designed to prevent conflict of interest are preventive and contemporaneous in nature. They are intended to address situations where overlapping duties may affect governance of the game. The present complaint does not establish that any continuing conflict subsisted at the time of filing in 2024, particularly when the respondent has taken retirement from Indian team in 2020.

117. In absence of demonstrated continuing prejudice to cricket governance, revival of alleged violations of 2017-2018 at a belated stage would convert a preventive



mechanism into a retrospective punitive exercise. The delay assumes greater significance in light of the Respondent's retirement from International Cricket in 2020 and the absence of any factual allegation of favoritism, bias, or governance interference during the relevant years.

118. Further, it was contended on behalf of the complainant that since the Respondent continued to participate in the Indian Premier League (IPL), he remained a "current player" and therefore attracted the rigour of Rule 38. It is not in dispute that the Respondent, within the meaning of Rule 1(A)(x), would fall within the category of a "Player". However, the material on record indicates that his role in the IPL was confined to that of a contracted cricketer. He did not occupy any administrative, governance, managerial, or selection-related position within the BCCI or any State Association during the relevant period.

119. The Respondent has participated in the IPL since its inception. No foundational fact has been pleaded or demonstrated to show that since coming in of the rules, his participation as a player placed him in a position of institutional control or decision-making authority, nor has any instance been cited of favoritism, bias, or preferential treatment arising from the alleged ownership of academies. In the absence of such material, mere continuance as an IPL player, without governance overlap, cannot by itself satisfy the definitional threshold of conflict under Rule 38 read with Rule 1(A)(g).

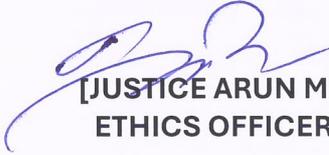
120. The additional submissions reflect personal grievance and allegations extending beyond the scope of Rule 38. The complainant cannot, in effect, espouse the cause of a third party in this adjudicatory forum. More so, the complainant has a personal axe to grind as the respondent had caused loss to him.



121. Resultantly, Shri MS Dhoni can be said to be the owner of the Cricket Academies opened by M/s Aarka Sports and Management Private Limited. However, the agreement was entered into in 2017, whereas regulations came into force in September 2018. On facts, Conflict of Interest at the relevant time when Shri MS Dhoni represented India as Captain/Player has not been made out. There is no allegation of favouritism by him, as such non-disclosure of the existing interest under Rule 34(3) and 34(5) is of consequence. Apart from that, the complaint is the outcome of the commercial dispute of the complainant with the respondent, as well as the respondent and M/s Aarka Sports and Management Private Limited, whose cause is espoused by the complainant. The same is belated with respect to the period of 2020. No case of Conflict of Interest has been established by the complainant with respect to the respondent playing in the IPL.

122. In view of the foregoing discussion and findings, the complaint is dismissed.

Date: 11/03/2026


[JUSTICE ARUN MISHRA]
ETHICS OFFICER, BCCI