

**BEFORE JUSTICE D. K. JAIN, FORMER JUDGE, SUPREME COURT OF INDIA
OMBUDSMAN, THE BOARD OF CONTROL FOR CRICKET IN INDIA**

REFERENCE 4/2019

IN RE:

Mr. W. V. Raman

C/O The Board of Control for Cricket In India

Cricket Centre, Wankhede Stadium, D-Road

Chrchgate

Mumbai-400020

ORDER

14.11.2019

1. The erstwhile Supreme Court appointed Committee of Administrators (for short "the COA") of the Board of Control for Cricket in India (for short "the BCCI") made the present Reference to the Ombudsman, purportedly under Rule 41(1)(a) of the Rules and Regulations of the BCCI (hereinafter referred to as "the Rules").
2. The subject matter of the Reference is stated to be the *inter se* "dispute in the form of a difference of opinion amongst the two members of the Committee of Administrators of the BCCI viz. Mr. Vinod Rai and Ms. Diana Edulji, relating to the procedure followed by the BCCI for executing contract with Mr. W. V. Raman", as the Head Coach for Indian Women's team. Pertinently, the Reference is signed by all the three Members, who, on the date of Reference, constituted the full COA, in terms of the Order passed by the Hon'ble Supreme Court of India on January 30, 2017. By the said Reference, the Ombudsman has been requested to decide the following issues on which, there is a difference of opinion amongst the afore-said two members of the COA:
 - (i) Whether the procedure followed for the appointment of Mr. W. V. Raman was correct?
 - (ii) Whether Mr. W. V. Raman's appointment as the Head Coach and the contract signed with him is legally valid and binding on the BCCI?



(iii) Instead of executing a fresh agreement with Mr. Raman on 3rd January, 2019 for appointment as Head Coach, could the BCCI have been able to avail the said services from Mr. Raman on the basis of the terms of the then existing Batting Coach agreement?

3. Since the Ombudsman is of the opinion that the present Reference under the afore-noted provision in the Rules is misconceived, it is deemed unnecessary to set out the facts and circumstances, as narrated in the subject Reference, leading to the Reference. For the sake of ready reference, however, the relevant Rule is reproduced below:

41. "Grievance Redressal

(1) The types of disputes / differences that form the Ombudsman's ambit and the procedures for redressal are:

(a) Member, Association & Franchisee Disputes

Any disputes between or among the BCCI, its Members, IPL Franchisees, Zones and the Cricket Players' Association shall be automatically referred to the Ombudsman.

Procedure:
....."

4. As noted above, the dispute under Reference is "in the form of a difference of opinion amongst the two members of the Committee of the Administrators of the BCCI." It is evident from a plain reading of the above extracted Rule that the said dispute does not fall within the ambit of the said Rule and therefore, is beyond the jurisdiction

by am

conferred on the Ombudsman under the Constitution and the Rules of the BCCI.

5. Resultantly, the Reference is returned unanswered, as being not maintainable.
6. The Order may be communicated to the BCCI through its Chief Executive Officer by E-mail as well as by Speed Post. The file be consigned to the record.


Justice D. K. Jain
Ombudsman, BCCI