

**ARTICLES OF ASSOCIATION
OF
DELHI & DISTRICT CRICKET ASSOCIATION**

CHAPTER ONE: SCOPE

1. (A) DEFINITIONS

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act and statutory modification thereof in force.

- (a) "ACADEMY" means and includes the cricket coaching centers which may be established by DDCA for imparting training and coaching of the game of cricket in NCT of Delhi.
- (b) "ACT" means the Companies Act, 2013 and includes where the context so admit any re-enactment or statutory modification thereof for the time being in force;
- (c) "ARTICLES" or "ARTICLES OF ASSOCIATION" shall mean these Articles of Association or as amended from time to time;
- (d) "ADMINISTRATOR" shall mean and include present and former Presidents, Vice Presidents, Honorary Secretaries, Honorary Treasurers, Honorary Joint Secretaries of the DDCA, and any person connected with the Governance and Management of the affairs of the DDCA or of its Committees.
- (e) "AGENTS' REGISTER" is the register maintained by the DDCA under the Regulations for Registration of Players' Agents.
- (f) "APEX COUNCIL" is the principal body of the DDCA tasked with its governance as set out in Article 17.
- (g) "AUDITOR" is the auditor of the DDCA appointed as per the provisions of the Companies Act, 2013.
- (h) "BCCI" is the Board of Control for Cricket in India initially registered under Act XXI of 1860 at Chennai (Madras) on 28-11-1940 and subsequently registered under the Tamil Nadu Societies Registration Act, 1975.
- (i) "CENTRE FOR EXCELLENCE" means the institution established by



DDCA for training, promotion and improvement of game of cricket in NCT of Delhi.

- (j) "CEO" is the Chief Executive Officer of the DDCA appointed by the Apex Council as set out in Article 26.
- (k) "CLUB" means and includes the Clubs as referred to in Article 6.
- (l) "COLOURS" The colours of the Association shall be red, navy blue and yellow.
- (m) "COMPANY" means "Delhi & District Cricket Association Limited" / "DDCA" / "Association";
- (n) "CONFLICT OF INTEREST" refers to situations where an individual associated with the DDCA 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 favouritism, lack of objectivity, bias, benefits (monetary or otherwise) or linkages, as set out in Article 39.
- (o) "COUNCILLORS" mean the Directors of DDCA who are the members of the Apex Council.
- (p) "CRICKET COMMITTEES" are the Committees as set up in Article 29 which consist only of former Players and are charged with selection, coaching and evaluation of team performance.
- (q) "CRICKET PLAYERS' ASSOCIATION" refers to the Cricket Players' Association as per the BCCI Constitution.
- (r) "ELECTORAL OFFICER" is the person appointed to conduct, supervise and deal with issues concerning elections as set out in Article 34.
- (s) "ETHICS OFFICER" is the person appointed, to administer the Conflict of Interest principles, as set out in Article 40.
- (t) "EXISTING MEMBER" means individuals, association or other body corporate that was a Member of the DDCA immediately before the Effective Date.
- (u) "GENERAL BODY" is the supreme body of the DDCA which is



constituted by its Members.

(v) "INSTITUTIONAL TEAM" shall mean and include cricket team of a Public Sector Undertaking, Banking Institution or of any other Institution which upon an application has been permitted by the Apex Council to participate in the league and/or tournaments organized by DDCA. Such teams shall not be entitled to any grant from DDCA.

(w) "JOINT SECRETARY" is the Honorary Joint Secretary of the DDCA as set out in Article 9(4).

(x) "JUNIOR TOURNAMENT" shall mean any age group tournaments conducted by the DDCA from time to time.

(y) "League" refers to the tournament, whether Days, One Days or any other format, conducted by or under the aegis of the DDCA including the matches conducted between any of the affiliated/recognized clubs/institutions.

(z) "MEMBER" means and includes a "LifeMember", "Ordinary Member" and an "Associate Member" of the DDCA as set out in Article 3.

(aa) "MATCH OFFICIAL" includes Umpires, Match Referees, Observers, Statisticians, Ground Staff and Scorers so appointed by the DDCA from time to time.

(bb) "THE OFFICE" means the registered office of the Association.

(cc) "OFFICE BEARER" means the President, Vice-President, Secretary, Joint Secretary, and Treasurer.

(dd) "OMBUDSMAN" is the independent grievance redressal authority set up under Article 41.

(ee) "PLAYER" is any Cricketer past or present registered with DDCA as a player and shall include any person selected in any squad to represent Delhi/India in BCCI or DDCA approved cricket matches.

(ff) "PRESIDENT" is the Honorary President of the DDCA and of the Apex Council as set out in Article 9(1).

(gg) "RULE" shall refer to any rule or sub-rule as made by the APEX



Council.

(hh) "SEAL" means the common seal of the Company;

(ii) "SECRETARY" is the Honorary Secretary of the DDCA as set out in Article 9(3).

(jj) "STATE" in relation to these Articles, unless the context otherwise requires, shall mean the NCT of Delhi.

(kk) "TEAM OFFICIAL" refers to the support staff appointed by the DDCA including coaches, managers, physiotherapists, nutritionists, trainers, analysts, counsellors and medics.

(ll) "TOURNAMENT RULES" means the rules governing the conduct of various domestic and other tournaments organized by the DDCA from time to time.

(mm) "TREASURER" is the Treasurer of the DDCA as set out in Article 9(5).

(nn) "VICE PRESIDENT" is the Vice President of the DDCA as set out in Article 9(2).

(oo) "YEAR" means financial year commencing from the 1st day of April and ending on the 31st day of March of the following year.

(pp) "ZONE" means any of the 5 zones namely North Zone, South Zone, East Zone, West Zone and Central Zone into which DDCA may divide the NCT of Delhi for purposes of these Articles.

(B) INTERPRETATION

(i) In these Articles, all references to Players, Match Officials and Administrators shall, unless the context otherwise requires, be deemed to include Players, Match Officials and Administrators (and/or equivalent persons) of the Clubs and League as well.

(ii) The EFFECTIVE DATE shall be the date on which these Articles come into force.



2. HEADQUARTERS:

The Headquarters of the DDCA shall be located at Delhi.

3. MEMBERSHIP

3(i) For the purpose of registration, the number of the members is fixed at 4600 (Four Thousand Six Hundred) including 300 (Three Hundred) Corporate/Institutional Members without voting rights but the Apex Council may, from, time to time, and in accordance with these Articles, whenever the Association or objects of the Association require, register an increase of members.

3(ii) The subscribers to the Memorandum and Articles of Association of the Association and such other persons as the Apex Council admit to membership after proper scrutiny and interview of the applications shall be members of the Association.

3(iii) LIFE MEMBERS

I) A member on admission to the Association and on payment of the subscription fee for the time being in force for life Membership will become a Member for life and will be entitled to all rights and privileges of Membership of Association including the rights of attending and voting at general meeting.

II) Automatic life Membership shall be granted to former international players (men and women) hailing from the NCT of Delhi provided they have not opted for membership of other Association. They shall also be entitled to all the privileges of membership including the right to vote or to contest for any position of the Association

3(iv) ORDINARY MEMBERS

An Ordinary Member, on admission to the Association and on payment of such entrance fee and annual subscription fee for the time being in force for ordinary members, will be entitled to all the rights and privileges of Membership including the right of attending and voting at general meeting.

3(v) ASSOCIATE MEMBERS

3(v)(a) CORPORATE/ INSTITUTIONAL MEMBERS



Corporate/Institutional Member, on admission to the Association and upon payment of subscription fee for the time being in force for the Corporate/Institutional Member, shall be entitled to all the privileges and rights of members of the Company for a period of 10 years, except the rights of attending and voting at a meeting. The Corporate/Institutional Members shall not be liable to pay any annual subscription fee. A maximum of four nominees of each Corporate/Institutional Member shall be entitled to use the facilities of the Association. A Corporate/Institutional Member shall indicate the name of the nominees at the time of applying for membership. The Corporate/Institutional Members shall have the right to change their nominees from time to time subject to the approval of the Apex Council.

3(v)(b) HONORARY MEMBERS

The Apex Council may invite distinguished cricketers of other persons to be Honorary Members without payment of entrance fee or subscription for such period, as the Apex Council may think fit. An Honorary Member shall be entitled to all the privileges of membership except the rights to vote or to contest for any position of the Association.

3(vi) Jurisdiction

The territorial jurisdiction of the Members shall be the NCT of Delhi.

3(vii) Each Member shall have one vote.

3(viii) An Associate Member shall be entitled to participate in the General Body Meeting but shall not be entitled either to vote or have its representative elected to the Apex Council.

4. FORM OF APPLICATION OF MEMBERSHIP

4(i). The application for membership of every candidate shall be in writing, signed by the candidate, his proposer and seconder, who shall be the existing member of the Association. The forms for the various categories of membership shall be prescribed by the Apex Council from time to time.



The image shows a handwritten signature in blue ink over a circular blue stamp. The stamp contains the text "CRICKET ASSOCIATION OF INDIA" around the perimeter and "DELHI" at the bottom. The signature is written in a cursive style.

4(ii). The application of every candidate for admission as member shall be submitted for approval to the Apex Council or the Committee formed for the purpose of admitting members, the decision of which shall be final and binding.

4(iii). On admission, the name of the member shall be placed on the Register of Members of the Association.

4(iv). Every member of the Association shall communicate his address and any change of address to the Secretary of the Association. Any member residing outside India shall provide his address in India at which all notices shall be served upon him.

5. TERMINATION OF MEMBERSHIP

5. (a) A member shall cease to be a member of the Association:

- i) On his resignation;
- ii) On his being adjudged insolvent;
- iii) On his conviction by a competent Court of any offence involving moral turpitude;
- iv) On failure to pay debts and dues to the Association after his name has been posted for non-payment as required under sub-clause;
- v) On expulsion from the Association under sub-clause (iii) and (iv) hereof;
- vi) On his death.

(b) If any member fails to pay his subscription fee or bills to the Company after the same have, in the opinion of the Apex Council, been duly demanded of him in writing, he shall be liable to have his name posted in the premises of the Association as a defaulter for a period of 15 days and notice of such posting shall be sent to the registered address of the member immediately. If at the expiration of the period aforesaid, the amount due or any part thereof remains unpaid, the member shall cease to be the member of the Association and his name shall be removed from the register of members of the Association, but he may be re-admitted without formal admission process if he satisfies the Apex Council that there was sufficient cause, of which the Apex Council shall be the sole final judge, for his failure to pay such subscription fee or bills and makes the payment



within 2 weeks therefrom, and of any subscription fee falling due in such period. Any member who is declared as a defaulter shall be entitled during such default to exercise any of the rights and privileges of Membership of the Association.

- (c) If any member refuses or neglects to comply with any provision of the Memorandum and Articles of Association or any by-law made there under or is guilty of conduct which the Apex Council may consider likely to endanger the harmony or effect the character or stability or interest of Association, such member shall be liable to be expelled, subject to the provisions of Article 42, on the vote of two third of the members present at special meeting of the Apex Council summoned for the purpose, provided that at least one week before meeting, such member(s) shall have had notice thereof, and of the intended resolution for his expulsion and that he shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation he may think fit.

6. AFFILIATED CLUBS AND GROUNDS FOR SANCTION & DE-RECOGNITION OF AFFILIATED CLUBS

6(i). Subject to the provisions of Article 6(iii)(a), any club situated within NCT of Delhi whose objects are similar to those of this Association or is formed to promote the game of Cricket, may apply for affiliation to the Apex Council in a prescribed form providing list of its members along with a copy of its constitution accompanied by annual affiliation fee as prescribed from time to time. Any Club or Association when affiliated may become entitled to use of Company's grounds and other amenities with the prior approval of the Apex Council that may be granted to such affiliated bodies.

6(ii). The affiliation of such a club or Association may be withdrawn by the Apex Council.

6(iii). (a) No club or Association shall be affiliated, or its affiliation continued, unless it is registered as a society or as a not for profit Company, and which has submitted its duly audited financial statements and annual reports, especially about the amounts received from the Company or other bodies for the promotion and development of the



game during the last three financial years. This condition shall be complied within 3 months of the coming into force of these Articles, in respect of all existing affiliated clubs; failure to comply would result in loss of affiliation.

(b) The correspondence with the existing Affiliated Clubs shall only be addressed to the registered office of the Clubs.

(c) The Clubs, which are registered with the Registrar of Societies/Registrar of Companies and fulfill all statutory compliances, shall only be given affiliation by the Company.

(d) The Company will provide grants to the Affiliated Clubs and the accounts pertaining to the grant provided by the Company to the Affiliated Clubs shall be submitted to the Company.

(e) The Apex Council of the Company shall ensure that the existing Affiliated Clubs provide the details of the disbursement and utilization of finances, which are provided by the Company for the promotion of Cricket to the Affiliated Clubs within thirty days from the end of every financial year to maintain accountability and transparency. The Company shall ensure that details of disbursement and utilization of finances for a preceding financial year are provided to it by affiliated clubs before finances are disbursed by it to such affiliated clubs for the succeeding financial year.

(f) The Company shall check that the grant has been utilized for the promotion of cricket and should grant affiliation to the Clubs for the next cricketing season only after being satisfied that the grant has been properly utilized for the promotion of Cricket.

(g) If an affiliated club, required to submit the annual or other accounts, balance sheets or statements of expenditure either under these Rules or under the rules of any tournament/ match, or under the resolutions or decisions of the DDCA relating to any grant, fails to submit the accounts or the statements of expenditure relating to such grant, tournament, match or otherwise, within the period stipulated thereunder, it shall not be entitled to any further financial grants from the DDCA till the requirement is complied with.



(h) All affiliated clubs shall, on or before 15th November of each year, inform and update the DDCA as to the names of their Office Bearers and the members of their respective Governing Bodies/ Managing Committees, their respective tenures, the audited statement of accounts and the balance sheets.

6(iv) The Apex Council of DDCA may create a mechanism for proper organisation and streamlining of the functioning of Affiliated Clubs.



CHAPTER TWO: THE GENERAL BODY AND OFFICE BEARERS AND THEIR POWERS & FUNCTIONS

7. CONSTITUTION AND FUNCTIONS OF THE DDCA

- (1) The General Body is constituted of all the Members of the DDCA.
- (2) All powers of governance, management and decision-making shall vest in the General Body. In addition to the powers already given to the Apex Council and the CEO under these Articles, the General Body may delegate such powers as it deems fit to any of them.
- (3) In addition to, and without prejudice to the generality of powers vested in it, the General Body shall have the power:
 - (a) To collect funds and wherever necessary borrow, with or without security, for purposes of the DDCA and to raise loans with or without security and to purchase, redeem or pay off any such security.
 - (b) To frame the Laws of Cricket in Delhi, make alterations, amendments or additions to the Laws of Cricket in Delhi whenever desirable or necessary.
 - (c) To review any decision of the Apex Council.
 - (d) Generally to do all such other acts and things as may appear to the General Body to be expedient, convenient and/or conducive to the carrying out of the above functions of the DDCA.

8. ELECTION AND TERM OF OFFICE BEARERS

- (1) The following Office Bearers of the DDCA shall be elected by the Members of the DDCA at an Annual General Meeting:
 1. The President
 2. The Vice-President
 3. The Secretary
 4. The Joint Secretary
 5. The Treasurer
- (2) The Term of office of an Office Bearer shall be 3 years. Their position shall be Honorary.



- (3) No person shall be an Office Bearer for more than 3 terms in all.
- (4) An office bearer who has held any post for two consecutive terms either in BCCI, DDCA or any other State Cricket Association (or a combination thereof) shall not be eligible to contest any further election without completing a cooling off period of three years. During the cooling off period, such an office bearer shall not be a member of the Governing Council or of any committee whatsoever of the BCCI, DDCA or any other State Cricket Association. The expression 'office bearer' should not be permitted to be circumvented by being a member of any other committee or of the Governing Council in BCCI, DDCA or any other State Cricket Association, as the case may be.
- (5) A person shall be disqualified from being an Office Bearer or a member of any Committee or a representative to BCCI or any similar organization if he or she:
- (a) is not a citizen of India;
 - (b) has attained the age of 70 years;
 - (c) is declared to be insolvent, or of unsound mind;
 - (d) is a Minister or Government Servant or holds a public office;
 - (e) holds any office or post in a sports or athletic association or federation apart from cricket;
 - (f) has been an Office Bearer of the BCCI for a cumulative period of 9 years or of a State Association/DDCA for a cumulative period of 9 years; or
 - (g) has been charged by a Court of Law for having committed any criminal offence, i.e. an order framing charges has been passed by a court of law having competent jurisdiction.

9. POWERS AND DUTIES OF OFFICE-BEARERS:

(1) THE PRESIDENT

- (a) The President shall preside at all meetings of the General Body and the Apex Council.
- (b) The President shall be one of the three persons who sign the audited annual accounts and other financial statements of the DDCA.



- (c) The President shall also exercise such functions and duties as he may be empowered with by the General Body or the Apex Council.
- (d) The President shall, in the event of a vacancy or indisposition of an Office Bearer, delegate the functions to another Office Bearer until the vacancy is duly filled up, or the indisposition ceases.

(2) THE VICE PRESIDENT

- (a) The Vice President shall officiate in the President's absence when the President is unavailable.
- (b) The Vice President shall also exercise such functions and duties as he may be empowered with by the General Body or the Apex Council.

(3) THE SECRETARY

The Secretary shall:

- (a) Keep and maintain the minutes of Annual General Meetings and Special General Meetings of the General Body, the meetings of the Apex Council and of the Committees appointed by the General Body in appropriate books at the registered office of the Company and shall cause them to be properly and correctly recorded and confirmed.
- (b) Be one of the three persons who sign the audited annual accounts and other financial statements of the DDCA.
- (c) Be in charge of the records of the General Body, the Apex Council and all Committees which are to be kept at the registered office of the Company and such properties as may be entrusted to his care by the DDCA or the Apex Council as the case may be.
- (d) Convene the Annual General Meetings, the Special General Meetings and the meetings of the Apex Council with the concurrence of the President.
- (e) Circulate to all Members of the DDCA the statement of accounts prepared by the Treasurer.
- (f) Have the power to delegate any work to the Honorary Joint Secretary.



(4) THE JOINT SECRETARY

The Joint Secretary shall:

- (a) Convene and keep minutes of the Committees that may be placed in his charge at the Annual General Meeting or by the Secretary.
- (b) Assist the Secretary in all matters pertaining to the affairs of the DDCA.

(5) THE TREASURER

The Treasurer shall:

- (a) Receive all subscriptions and donations and the monies payable and / or receivable by the DDCA;
- (b) Be one of the three persons who sign the audited annual accounts and other financial statements of the DDCA.
- (c) Keep accounts of all monies received and expended by the DDCA, in respect of assets, credits and liabilities of the DDCA.
- (d) Prepare statement of accounts.
- (e) Place before the Apex Council:
 - (i) Annual Balance Sheet;
 - (ii) Statement of Accounts of the DDCA; and
 - (iii) Annual Budget;
- (f) Place before the Annual General Meeting duly audited:
 - (i) Annual Balance Sheet; and
 - (ii) Statement of Accounts of the DDCA;
- (g) Invest and/or disburse the funds of the DDCA, to withdraw any or all of the existing fixed deposits before the date of maturity in accordance with any general or special directions of the General Body or the Apex Council.
- (h) Prepare budgets to be presented at the Annual General Meeting, Special General Meetings and Meetings of the Apex Council.
- (i) Coordinate with the Auditor as well as the CEO to obtain insight into the utilization of funds by the affiliated clubs and other grantees.



CHAPTER THREE: MEETINGS OF THE GENERAL BODY

10. ANNUAL GENERAL MEETING

- (1) The Annual General Meeting of the General Body shall be held every year, not later than 30th September at such place and time as the President may fix.
- (2) Elections and Nominations to the Apex Council shall take place every 3 years at the Annual General Meeting.
- (3) The Annual General Meetings and Extra-ordinary General Meetings shall be held at the registered office of the Company or at any other place in the NCT of Delhi as may be decided by the Apex Council.
- (4) All General Meetings other than Annual General Meetings shall be called Extra-ordinary General Meetings.
- (5) The following business shall be transacted at every Annual General Meeting of the General Body:
 - (a) Confirmation of the minutes of the previous General Meetings.
 - (b) Adoption of the Report of the Secretary for the year under review.
 - (c) Adoption of the Treasurer's Report and the audited accounts for the year under review.
 - (d) Adoption of the Annual Budget.
 - (e) Appointment of Auditor or Auditors for the year and fix their remuneration.
 - (f) Appointment of the Ombudsman and Ethics Officer.
 - (g) Consideration of:
 - (1) the Report and recommendations of the Apex Council, the CEO and the Committees and to propose policy directions to the Apex Council.
 - (2) any amendments to the Articles of Association of the DDCA, provided no amendment to the Articles of Association of the DDCA proposed by a Member shall be considered unless the proposals for amendments are received by the Secretary before 31st July.
 - (3) the Reports of the Ombudsman and Ethics Officer and any recommendations made therein.
 - (h) Consideration of any motion, notice whereof is given by a Member to the Secretary as per the provisions of the Companies Act, 2013. (Such a motion shall be circulated in advance to all members).



- (i) Consideration of any other business which the President may consider necessary to be included in the agenda.
 - (j) Transaction of any other business of an informal character as may be permitted by the Chairperson.
- (6) The Secretary shall, at least twenty one (21) days prior to the date fixed for the Annual General Meeting, forward to each member a notice setting out the agenda of business to be transacted at the Annual General Meeting along with:
- (a) Copies of audited Statement of Accounts to be adopted and to be passed at the Annual General Meeting;
 - (b) Copies of the audited Statement of Accounts of any tour or tours;
 - (c) Treasurer's Reports and the Annual Budget;
 - (d) Report of the Ombudsman; and
 - (e) Copies of all documents and papers having a reference to any item on the Agenda of the General Meeting;
- (7) Any Member desiring to raise any point relating to the Agenda or Accounts at the Annual General Meeting shall give seven days' notice thereof to the Secretary. The Secretary shall circulate such notice to all Members before the date fixed for the meeting.

11. EXTRA-ORDINARY/ SPECIAL GENERAL MEETING

1. (1) The Apex Council may, whenever it thinks fit, call an extra-ordinary General Meeting.
- (2) The Apex Council shall on a requisition made in writing by at least 1/10th of total members entitled to vote, call an extra ordinary General Meeting.
- (3) Any requisition so made shall state the object of the meeting proposed to be called and must be signed by the requisitionists and deposited at the registered office of the Association.
- (4) On receipt of valid requisition, the Apex Council shall within 21 days from the date of valid requisition in regard to any matter, proceed duly to call an Extra-Ordinary General Meeting for the consideration of that



matter on a day not later than 45 days from the date of the deposit of a requisition. On the failure of the Apex Council to call an extra-ordinary General Meeting not later than 45 days from the date of deposit of a requisition, the meeting may be called by such of the Requisitionists as represent not less than 1/10th of the total voting power of all the members of the Association.

12. QUORUM AT ANNUAL GENERAL MEETING & EXTRA ORDINARY/SPECIAL GENERAL MEETING

- (1) Thirty Five members present in person shall form a valid quorum for a General Meeting. No business shall be transacted at the Annual General Meeting unless the quorum requisite is present at the commencement of the business of the meeting. If within an hour from the time appointed for the Annual General Meeting a quorum is not present, the meeting shall stand adjourned to the same date of the following month and at the same place and time. If at the adjourned meeting the quorum is not present within an hour from the time of the meeting, the Members present shall form the quorum.
- (2) For an Extra Ordinary/Special General Meeting 1/10th of Members, present and entitled to vote shall be quorum. If no quorum is present at the appointed time of the meeting, the meeting shall stand adjourned for an hour. If at the adjourned meeting the quorum is not present, the Members present shall form the quorum.

13. CHAIRPERSON AT MEETINGS

The President shall preside as Chairperson at the Annual General Meeting or the Extra-Ordinary General Meeting of the General Body and in his absence the Vice-President shall preside. In the event of the Vice President also being absent, the Meeting shall elect one amongst them as the Chairperson of the Meeting.

14. VOTING AT ANNUAL GENERAL MEETINGS / EXTRA-ORDINARY GENERAL MEETINGS

- (1) At the Annual General Meeting / Extra-Ordinary General Meeting, each Life and Ordinary Member shall have one vote. The Associate Members shall have no vote. **There shall be no proxy voting.**



- (2) At an Annual General Meeting / Extra-Ordinary General Meeting, a resolution placed before the meeting duly moved and seconded shall be put to vote and shall be decided either on a show of hands or by a secret ballot as the Chairperson may decide.
- (3) At every General Meeting, all resolutions shall be passed in the first instance by show of hands or by poll as the Chairman may direct and in the case of equality of votes on a show of hands or by poll, the Chairman shall have a second or casting vote in addition to his vote as a Member. Unless a poll is demanded by the Chairman or members present in person and having not less than one-tenth of the total voting power in respect of the resolution, a declaration by the Chairman that a resolution has been carried, or carried by a particular majority or lost, or not carried by a particular majority, and an entry to that effect in the book of proceeding of the Association shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- (4) If a poll is demanded as aforesaid, it shall be taken in such a manner and at such time, not being later than forty eight hours from the time, the demand was made and at such place, as the Chairman of the Meeting may direct and either at once, or after an interval or adjournment, or otherwise, and the result of the poll shall be deemed to be the resolution, or the Meeting at which the poll is demanded. The demand of poll may be withdrawn. In case of any dispute as to the admission or rejection of vote, the Chairman shall determine the same, and such determination made in good faith shall be final and conclusive.
- (5) The demand of a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which a poll has been demanded. No poll shall be demanded on the election of a Chairman of a Meeting and a poll demanded on a question of adjournment shall be taken at the Meeting without adjournment.
- 15. CASTING VOTE OR DRAWING LOTS**
- Save as provided otherwise by these Articles, questions arising at any meeting shall be decided by a majority of votes and in the event of a tie, the Chairperson shall have a casting vote. If the Chairperson of the



Meeting declines to exercise his casting vote, the issue shall be decided by drawing lots.

16. MINUTES OF MEETINGS

- (i) The proceedings of every meeting (including Extra-Ordinary General Meeting, Meeting of Apex Council, and Meeting of each Committee etc.) and every resolution passed shall be recorded in the Minutes book as per the Companies Act, 2013 as applicable to Company registered under section 8 of the Companies Act, 2013.
- (ii) Each page of the minutes of meeting shall be initialled or signed and the last page of the proceeding of each meeting shall be dated and signed by the chairman of the meeting. Minutes once signed by the chairman, shall not be altered.
- (iii) The Minutes book shall be kept at the registered office of the Company and shall be preserved permanently and kept in the custody of the Company secretary or any other Director as approved by the Board. The Minutes of Annual General Meetings and Extra-ordinary General Meetings shall be available for inspection by the members of the Company on any working day during business hours.



CHAPTER FOUR: GOVERNANCE

17. THE APEX COUNCIL

(1) There shall be an Apex Council for the DDCA which shall be primarily responsible for the governance of the affairs of the DDCA.

(2) The Apex Council shall consist of 16 Directors comprising one nominee of the Chief Controller of Accounts of the Government of National Capital Territory of Delhi and three nominees of the Government of India and two members to be nominated by the Player's Association from amongst themselves, one male and one female. The elected Directors shall be 10 (ten) comprising of 5 (five) Office Bearers (which are President, Vice-President, Secretary, Joint Secretary and Treasurer) and 5 other Directors. The nominee Directors shall be the Honorary Members of the Association till such time as they remain on the Board of Directors and shall have full voting rights. The nominee Directors shall have the option to resign from the Board of Directors.

(3) One third of all Directors, except the office bearers, nominee of the Chief Controller of Accounts of the Government of National Capital Territory of Delhi and three nominees of the Government of India, shall retire by rotation at every Annual General Meeting. The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who became directors on the same day, those who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot. At the Annual General Meeting at which a Director retires as aforesaid, the Company may fill up the vacancy by appointing the retiring director if he is eligible for such appointment as per these Articles or some other person thereto.

(4) A person shall be disqualified from being a Councillor if he or she:

- (a) is not a citizen of India;
- (b) has attained the age of 70 years;
- (c) is declared to be insolvent, or of unsound mind;
- (d) is a Minister or a Government Servant or holds a public office [except for the nominee of the Chief Controller of Accounts of the Government of National Capital Territory of Delhi];
- (e) holds any office or post in a sports or athletic association or federation apart from cricket;
- (f) has been an Office Bearer of the DDCA for a cumulative period of 9 years or of a State association or BCCI for a cumulative period of 9 years;



(g) has been charged by a Court of law for having committed any criminal offence, i.e. an order framing charges has been passed by a court of law having competent jurisdiction; or

(h) is otherwise so disqualified under the provisions of the Companies Act, 2013.

(5) Each of the elected Councillors shall have a term of 3 years in office, subject to a maximum of 3 Terms on the Apex Council. A Councillor who has held any post for two consecutive Terms either in DDCA or state association or in the DDCA (or a combination of all) shall not be eligible to contest any further election without completing a cooling off period of three years. During the cooling off period, such a Councillor shall not be a member of the Governing Council of BCCI or of any Committee whatsoever of the DDCA or of a State Association. The expression 'Councillor' should not be permitted to be circumvented by being a member of any other committee of DDCA or of the Governing Council of BCCI or any State Association, as the case may be.

(6) No individual, including one filling up a vacancy under Sub-Article(10) below shall be a Councillor for more than 9 years. In the event of a Councillor completing 9 years before the expiry of his term, he shall cease to hold office on completion of 9 years.

(7) No nominated Councillor shall have more than one term of 3 years.

(8) Notwithstanding anything contained elsewhere in these Articles, a former President of the DDCA shall not be entitled to be elected or nominated to the Apex Council in any capacity except for a second and final term as President, subject to sub-Articles (4) and (5) above.

(9) Any vacancy in the Apex Council due to death, resignation, insolvency, unsoundness of mind, nomination to the DDCA or other disqualification shall be filled up for the remaining period:

(a) In the case of an elected Councillor, by elections at a Special General Body meeting of the DDCA convened by the Secretary for that purpose within 45 days;

(b) In the case of a nominated Councillor, in the same manner as prescribed for the respective nominee in Article 17(2) above;



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18. POWERS AND FUNCTIONS OF THE APEX COUNCIL

(1) The affairs of the DDCA shall be governed by the Apex Council and its framework of governance shall:

- (i) Enable strategic guidance of the entity;
- (ii) Ensure efficient monitoring of management;
- (iii) Ensure the performance of the respective roles, responsibilities and powers of the CEO, Managers, Cricket Committees and Standing Committees; and
- (iv) Ensure a distribution and balance of authority so that no single individual has unfettered powers.

(2) The Apex Council shall have all the powers of the General Body and authority and discretion to do all acts and things except such acts as by these Articles are expressly directed or required to be done by the General Body. Exercise of such powers, authorities and discretion shall be subject to the control and regulation of the General Body. No regulation shall retrospectively invalidate any act of the Apex Council which was otherwise valid.

(3) The Apex Council shall exercise superintendence over the CEO, the Cricket Committees and the Standing Committees in the discharge of their duties generally, and in particular, in accordance with any general or special direction of the General Body.

(4) In addition to and without prejudice to the generality of powers conferred directly or by necessary implication under these Articles of Association and the Memorandum of Association, the Apex Council shall exercise the powers and perform the duties hereafter mentioned:

(a) To control, permit and regulate all aspects regarding the visits of cricket teams to Delhi and visits of Delhi teams to different places and to settle the terms on which such visits shall be conducted.

(b) To lay down conditions on which Players shall take part in a tour to any destination and by which such Players shall be governed, including terms of payments to such Players.

(c) To control, expand and regulate the finances of the DDCA.



- (d) To institute or defend any action or proceedings for or against the DDCA or against any Office-Bearer or employee of the DDCA.
- (e) To mediate in regard to issues between Members, failing resolution of which a reference may be made to the Ombudsman.
- (f) To interact and consult with the Cricket Players' Association regarding representations made on their behalf.
- (g) To purchase, sell and/or mortgage, exchange and/or otherwise dispose of immovable property wherever situated, in order to promote the objects of the DDCA.
- (h) To collect funds and whenever necessary borrow not exceeding 25% of the General Fund with or without security for purposes of the DDCA and to raise loans with or without security and to purchase, redeem or pay off any such security.
- (i) To fill up, till the following Annual General Meeting, any vacancy occurring of a member of a committee by reason of death or being adjudged insolvent or being of unsound mind or being convicted of a criminal offence involving moral turpitude or by resignation or any other disqualification.
- (j) To frame rules and lay down conditions including those of travel, accommodation and allowances under which Players shall take part in cricket tournaments/matches or Exhibition, Festival and Charity matches organized by the DDCA or by a Club under the authority of the DDCA.
- (k) To frame rules regarding the appointment, service conditions and disciplinary action concerning employees and officers of the DDCA.
- (l) To make the Tournament Rules for various local tournaments and exhibition matches involving Affiliated Clubs/Institutions, Universities and other entities.
- (m) To frame, in consultation with the CEO, rules for the appointment of Managers, Secretaries, Administrative Officers, Peons and other service personnel and staff and for payment to them and other persons in return for their services rendered to the DDCA, salaries, wages, gratuities, pensions, honorariums, compensations, any ex-gratia payment and/or provident fund



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and to regulate discipline by suspending, fining, removing or dismissing such employees.

(n) To make rules generally for the management of the affairs of the DDCA.

(o) To start or sponsor and/or to subscribe to funds or stage a match for the benefit of cricketers or persons who may have rendered service to the game of cricket or for their families or to donate for the development or promotion of the game to be regulated by rules framed in this regard from time to time.

(p) To either on its own, or through its delegate, entertain, hear and decide administrative appeals by employees or other directly affected parties against the orders of the CEO or the Cricket Committees as the case may be.

(q) To appoint one of its members to represent DDCA on BCCI and /or any other body.

(r) Generally to do all such other acts and things which are delegated to it by the DDCA and all other functions to be expedient, convenient and/or conducive to the carrying out of the above functions of the Apex Council.

Provided that the exercise of powers under Clauses (j),(k), (l), (m) and (n) shall be subject to ratification by the DDCA at its next meeting, failing which the rules shall lapse.

(5) The Apex Council shall meet at least once every 3 months at such time and place and shall conduct proceedings in such manner as it may from time to time decide.

(6) A Special Meeting of the Apex Council may be convened at any time by the President and shall be convened on a requisition to that effect being made in writing by not less than five Councillors. Any such requisition shall express the object of the meeting proposed to be called and shall be sent to the Secretary.

(7) Fourteen days' clear notice of the Meeting of the Apex Council together with the Agenda shall be given to the Councillors. For a Special Meeting of the Apex Council convened for the purposes stated in Sub-Article (6) above, Seven days' clear notice shall be given. An Emergent meeting of the Apex Council may be convened with Two days' notice.



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(8) Five members of the Apex Council shall form a quorum for its meetings. The President or in his absence a member elected by those present at the meeting shall be the Chairperson. In the event of a tie, the Chairperson shall have a casting vote.

(9) A resolution by circulation by all members of the Apex Council shall be as valid and effective as if it had been passed at a meeting of the Apex Council. Such a resolution shall be ratified at the next meeting of the Apex Council.

(10) The Secretary shall keep the minutes of every Meeting in a book which shall be signed by the Chairperson when approved.

(11). In furtherance of and without prejudice to the general power conferred by or implied in the last proceeding Article, it is hereby declared that the Apex Council shall be entrusted with and may exercise and perform the following power and duties:

(a) To provide a common seal for the purpose of the Association, if any and affix it to any deed or other documents required to be under the common seal. The CEO of the Company shall be the custodian of the common seal;

Provided that, the seal shall be so affixed only on all deeds or other documents as shall be signed by two members of the Council and counter signed by either the Joint Secretary or the Treasurer.

(b) From time to time, to make, annul, alter or add such Rules/bye-laws not inconsistent with the Memorandum of Association or these Articles as the Board may deem expedient or convenient for the proper conduct management and control of the Association or for any matter under these Articles requiring to be regulated by Rules/Bye-laws.

(c) To register and increase the total number of members.

(d) To prohibit the use of any facility & amenity over which the Association may have control by any member who may be indebted to the Association.

(e) To impose, increase and reduce entrance fee and subscriptions



payable by members of the Association.

- (f) To write off in the account of the Association such sums as they may deem expedient in respect of bad and doubtful debts and otherwise.
- (g) To appoint sub-committee consisting of its members together with or without other members of the Association.
- (h) To delegate to sub-committees such powers as may deem expedient.
- (i) To secure the fulfillment of any contract or agreements entered into by the Association by mortgage or charge of all or any of the property of the Association or such other manners, as they may think fit.
- (j) To pay the cost, charges and expenses, preliminary and incidental to the promotion, formation, establishment and registration of the Association.
- (k) To appoint any persons whether incorporated or not, to execute and do all such deeds and things as may be requisite in relation to any Trust to accept and hold in trust for the Association any property belonging to the Association or in which it is interested or for any other purpose and provide for the remuneration of such Trustee or Trustees.
- (l) To enter into all such negotiations and contracts and rescind the same, and execute and to do all such acts, deeds and consider expedient for and in relation to any of the matters aforesaid or otherwise for the purpose of the Association.
- (m) To determine who shall be entitled to sign bills, notes, receipts, acceptance, endorsements of cheques, release contracts or documents on behalf of the Association.
- (n) To recover dues/debts from its members and other parties.
- (o) To fix additional responsibilities of the members of the Apex Council with such powers and responsibilities as may be decided from time to time.



- (p) To adopt Annual Budget of the Company.
- (q) The Apex Council shall have the powers to appoint from time to time a Working Committee(s) which will exercise such powers as are delegated to them by the Apex Council.
- (r) To review any decision of any Committee.

19. DDCA JURISDICTION OVER PLAYERS, MATCH OFFICIALS & TEAM OFFICIALS OF AFFILIATED CLUBS, ACADEMIES AND INSTITUTIONAL TEAMS.

The DDCA shall have concurrent jurisdiction and control over Players, Match Officials and Team Officials within the jurisdiction. Such individuals, clubs, academies, Institutional teams etc. participating in cricket under the aegis of DDCA shall be deemed ipso facto to submit to the jurisdiction of the DDCA.

20. CONDUCT OF PLAYERS

The Apex Council shall have the power to enquire into the conduct of any Player within its jurisdiction and may take such disciplinary action against the Player as the Apex Council may deem fit, which decision shall be final.

21. ENQUIRY INTO CONDUCT OF PLAYERS, MATCH OFFICIALS, ADMINISTRATORS, ETC.

In the event of the DDCA enquiring into the conduct of a Player, Match Official, Administrator, etc., the DDCA shall proceed in the manner prescribed in Article 42.



CHAPTER FIVE: MANAGEMENT**22. ADMINISTRATION OF THE DDCA**

- (1) Delhi shall be the administrative headquarters where the office of the DDCA shall be permanently situated. It shall be the Central Secretariat of the DDCA.
- (2) The day-to-day management of the DDCA shall be conducted by professionals in both cricketing and non-cricketing matters.

23. NON-CRICKETING MATTERS

- (1) The day to day management of non-cricketing matters including operations, technical, human resources, finance and media shall be conducted by the CEO under the supervision of the Apex Council aided by the advice of the Standing Committees as set out in Article 28.
- (2) The CEO shall be assisted by Managers as may be appointed under Article 26.

24. CRICKETING MATTERS

- (1) The management of cricketing matters such as selections, coaching and evaluation of team performance shall be exclusively handled by the Cricket Committees comprising only of Players as set out in Article 29.
- (2) The reports of the Cricket Committees shall be sent to the CEO for being forwarded to the Apex Council, but the CEO shall not in any way be involved in the preparation, approval or amendment of the same.

25. EFFICIENCY IN FUNCTIONING

- (1) The bankers, lawyers and others offering professional services to the DDCA shall be appointed in a fair and transparent manner, and may be changed from time to time, as the DDCA may deem expedient.
- (2) The bank account of the DDCA shall be operated by 2 authorized signatories from out of a list of authorized signatories designated by the Apex Council from amongst the professional management who are based out of the DDCA Headquarters at Delhi.



(3) The CEO and the Cricket Committees shall function independently in their respective domains without any interference or approval from each other.

26. THE CEO

(1) The day-to-day management of the affairs of the DDCA shall vest in a full time CEO to be appointed by the Apex Council, who shall be a management professional with management experience of at least 5 years as the CEO/MD of a company with a turnover of at least Rs. 100 crores.

(2) The CEO shall be assisted by not more than 6 full-time professionals (Managers) who shall be appointed by the Apex Council in consultation with the CEO essentially to govern the streams of finance, technical, infrastructure, law, media and human resources. The CEO may however realign or reallocate these streams as he deems fit.

(3) The eligibility criteria for the CEO and Managers shall be laid down by the Apex Council keeping in mind the following guidelines:

- (a) Knowledge and familiarity with cricket or other sports;
- (b) Understanding of financial position and fiscal direction of the DDCA;
- (c) Knowledge of operations of cricket administration and overall policy;
- (d) Clarity on role, division of responsibilities and hierarchy; and
- (e) Familiarity with regulatory and legal responsibilities as well as attendant risks.

(4) There shall be an appropriate induction process laid down by the Apex Council for the CEO and the Managers, which shall include a fair and transparent process of appointment.

27. THE FUNCTIONS OF THE CEO

The CEO shall have the following functions on behalf of the DDCA:

(1) To implement all the Rules and Regulations made by the Governing Body and the Apex Council in regard to non-cricketing matters.

(2) To issue guidelines in respect of travel, accommodation, allowances, etc., to be paid to players, support staff and officials participating in matches, other than international matches.



- (3) To lease and manage immovable property of the DDCA wherever situated, in order to promote the objects of the DDCA.
- (4) To lay down parameters for the laying of grounds for playing the game and to provide pavilion, canteen and other conveniences and amenities in connection therewith.
- (5) To appoint Team Officials for the teams which shall compulsorily include qualified Coaches, Managers, Physiotherapists, Nutritionists, Trainers, Analysts, Counsellors and Medics. However, the Head Coach of the Ranji Team shall be appointed by the Cricket Advisory Committee referred to in Article 29(A)(ii) below.
- (6) To secure Players' welfare to ensure that the logistics manager will arrange for accommodation and travel, to ensure that tickets given to Players for matches will be on par with those given to the Members, and to also ensure that no expenditures towards the game (baggage handling, injury related, etc.) will be undertaken by the Player, failing which such expenses will be reimbursed to the Player within 30 working days of the requisition being made. Also, to process requests made by Players to make arrangements for the accommodation and travel of their respective wives / partners / family members, wherever permitted.
- (7) To ensure that all measures are adopted to eliminate any form of racial, communal, casteist or other hatred from the game, with stringent action taken against the offenders including the initiation of criminal proceedings.
- (8) To start and maintain a library of books, periodicals, DVDs and other databases on Sports in general and Cricket in particular, and to publish journals, books and other material as well as the official website of the DDCA.
- (9) To produce by itself the Cricket content for telecast of cricket matches and/or ceremonies by hiring or owning equipment and hiring necessary crew, technicians, etc.
- (10) To publicize the stadium capacity of all stadia across the country with compulsory seat numbers, to provide transparent online and offline ticket booking services with reasonably priced tickets and maximize the access of the public to the games.



(11) To provide at stadiums, wholesome and hygienic food and beverages at affordable rates, clean and hygienic restrooms for all genders and for the differently-abled, adequate fire and emergency entries and corridors, sufficient access avenues and wheelchairs for the differently-abled, proper signage, parking and transport facilities as well as efficient security systems.

(12) To arrange and organize the State Championship of Delhi for the Ranji Trophy matches or for University, Schools or other tournaments or for any Exhibition matches between Affiliated Clubs, Academies, Institutional Teams etc. and / or between the Universities in India including regulations and bye-laws in respect of travel, accommodation, allowances to be paid to players and officials participating in such matches.

(13) To frame guidelines generally for the convenience and ease of day-to-day management of affairs of the DDCA.

(14) To prescribe guidelines to lay out or convert any ground into high quality turf wickets at all levels in all areas of the country and to provide Pavilions, Canteens, Public Conveniences and other amenities with disabled access and suitable signage, especially to involve more Indians in the game of cricket and to encourage participation of all sections of society.

(15) To assist the Cricket Committees and facilitate the implementation of their tasks and recommendations.

(16) To collate monthly reports concerning the functioning of the various Committees, to create action plans in advance and upload the same on the website of the DDCA.

(17) To create a database of all cricketers at all levels, maintain records and statistics, track performances and certify age and identity of participants.

(18) To take steps to create world class infrastructure at all levels in all areas across the Delhi. To coordinate with Clubs, to conduct tournaments, to provide better access to the public, with particular reference to women and the disabled.



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(19) To put in place mechanisms to encourage Delhi cricketers to play internationally and hone their skills so that a wider talent pool is available to represent the country.

(20) To sign and enter transparently into contracts for and on behalf of the DDCA including with third parties and vendors for the purposes of the various Committees of the DDCA, and to ensure that in all contracts for television and media rights, the interests of the public remain uncompromised, and full, unhindered broadcasts of all deliveries and their replays are shown.

(21) To report to the Apex Council every quarter or as often as required by the Apex Council on the functioning of the management and the progress made in developing cricket in Delhi.

(22) To consider the reports of the Auditor, to verify whether affiliated entities are meeting their objectives and to assess whether cricket is being suitably developed and promoted across the Delhi.

(23) To consider all applications for financial aid or any other benevolence to cricketers, Umpires and administrators as per the rules framed by the General Body in this behalf from time to time and recommend the same to the Apex Council for their approval.

(24) To examine all the expenditure exceeding the Budget and to control such outlays as are required for the proper administration of the DDCA.

(25) To advise the DDCA regarding investments.

(26) To process requests made for increase in all types of allowances, subventions/subsidies to be paid to the Clubs, tariff for Coaching Camps, Coaching Subsidies to the Clubs, allowance to the players for matches of different Trophies and when playing against teams, both at home and away and to recommend the same to the Apex Council.

(27) To do all acts and things which are delegated by the General Body and Apex Council to him, and all other functions as are necessary and expedient to carry out the objects of the DDCA as aforesaid including carry on correspondence in the name of the DDCA.



28. THE STANDING COMMITTEES

(1) The Standing Committees are the Committees that provide guidance and advice on behalf of the Members to the CEO.

(2) The Standing Committees are:

A. The Senior Tournament Committee

(i) The Senior Tournament Committee shall consist of THREE persons appointed by the Apex Council of DDCA.

(ii) The Committee shall advise the CEO on all Tournaments conducted by DDCA from time to time and/or any other tournaments approved by BCCI.

B. The Tours, Fixtures & Technical Committee

(i) The Tours, Fixtures & Technical Committee shall consist of THREE persons appointed by the Apex Council of DDCA. At least one of these three persons ought to have played a minimum of 10 First Class games.

(ii) The Committee shall, subject to any directions of the DDCA, advise the CEO on the making of draws and fixing of dates and venues in respect local tournaments as conducted/ organised by the DDCA from time to time and/or any other tournaments approved by BCCI.

(iii) The Committee shall, subject to any directions of the General Body or the Apex Council, advise the CEO on the following: (a) Appointment of Observer(s) for domestic matches or any other matches conducted by DDCA and/or approved by the BCCI. (b) Considering the laws of the game and amendments thereto, experimental laws, technical matters that may be referred to it by the General Body and matters regarding the Laws of the game to be discussed at the DDCA/BCCI. (c) Framing and finalizing the playing conditions for all tours to and from Delhi.

29. THE CRICKET COMMITTEES

(1) The Cricket Committees are the Committees comprised exclusively of former Players who are tasked with the Selection, Coaching and Evaluation of Team Performances.



(2) The Cricket Committees are:

A. The Men's Selection Committee

(i) The Men's Selection Committee shall select the Senior State Team for Ranji Trophy, Vijay Hazare and/or any other tournament conducted/ organised by BCCI from time to time for any format of the game of Cricket. This Committee shall also be in charge of selecting the Under 23 Men Team to represent DDCA for all tournaments where DDCA is represented. This Committee shall also be responsible for providing evaluation reports of the respective team performances to the Apex Council on a quarterly basis.

(ii) The Men's Selection Committee shall consist of three persons to be appointed by a Cricket Advisory Committee comprising of reputed former cricketers identified by the Apex Council of DDCA, subject to the following criteria:

(a) Every member of the Men's Selection Committee should have played a minimum of: (i) Seven Test Matches; or (ii) Thirty First Class Matches; or (iii) Ten One Day International Matches and twenty First Class Matches. (b) Every member of the Men's Selection Committee should have retired from the game at least 5 years previously. (c) The senior most Test cap among the members of the Committee shall be appointed as the Chairperson. In case, there is no person in the selection committee who has played Test matches then, the Senior most amongst the members of the Committee shall be appointed as Chairperson.

(iii) The Men's Selection Committee shall appoint a Captain for the team in each format, who shall be an ex-Officio member of the Committee. The Captain, however, shall not be entitled to vote. In the event of there being an equality of votes for the appointment of a Captain, the Chairperson shall have a casting vote. In the event of there being no majority agreement over the selection of the players, the Captain's wishes in that regard shall prevail.

(iv) On a domestic/ overseas tour, the Cricket Manager/Coach, Captain and Vice-Captain shall constitute the Selection Committee. The Administrative Manager shall convene the meeting and keep a record of the proceedings.

B. The Junior Cricket Committee



(i) The Junior Cricket Committee shall consist of three persons to be appointed by the Apex Council from time to time. Only former Players who have played a minimum of 15 First Class games shall be eligible to be appointed to this Committee, provided that they have retired from the game at least 5 years previously. The senior most amongst the members of the Committee shall be appointed as the Chairperson.

(ii) The Junior Cricket Committee shall: (i) Select all age group State teams up to Under-19 years for the purpose of coaching camps or for playing against local teams within India or abroad (with permission of BCCI) in any format of the game. (ii) Appoint a Captain for the team in each format, who shall be an ex-Officio member of the Committee. The Captain, however, shall not be entitled to vote. In the event of there being an equality of votes for the appointment of a Captain, the Chairperson shall have a casting vote. In the event of there being no majority agreement over the selection of the players, the Captain's wishes in that regard shall prevail. On a domestic/ overseas tour, the Cricket Manager/Coach, Captain and Vice-Captain shall constitute the Selection Committee. The Administrative Manager shall convene the meeting and keep a record of the proceedings.

(iii) Vet and select Coaches and Support Staff (physiotherapists, trainers, therapists, analysts and medics) for the respective teams, as well as providing evaluation reports of the respective team performances to the Apex Council on a quarterly basis.

(iv) Organize and conduct junior tournaments of the DDCA;

(v) Organize junior tours with the approval of BCCI to different states and/or foreign countries;

(vi) Decide any dispute in regard to junior tournaments;

(vii) Inculcate proper ethics in the youth, particularly through interactions with senior and former Players on issues such as drugs, betting, match-fixing, etc.



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C. The Women's Selection Committee

(i) The Women's Selection Committee shall select the Women's State Team across all age groups for representation in all formats. This Committee shall also be responsible for vetting and selecting Coaches and Support Staff (physiotherapists, trainers, therapists, analysts and medics) for the respective teams, as well as providing evaluation reports of the respective team performances to the Apex Council on a monthly basis.

(ii) The Women's Selection Committee shall consist of three persons to be appointed by the Apex Council of DDCA, on such terms and conditions as may be decided by the Apex Council from time to time. Only former Players who have represented the Women's National Team or played ten First Class matches shall be eligible to be appointed to this Committee, provided that they have retired from the game at least 5 years previously. The senior most international player amongst the members of the Committee shall be appointed as the Chairperson in case there are no members of the Committee who have played international matches then, the senior most amongst the Committee shall be the Chairperson.

(iii) The Women's Selection Committee shall appoint a Captain for the team in each format, who shall be an ex-Officio member of the Committee. The Captain, however, shall not be entitled to vote. In the event of there being an equality of votes for the appointment of a Captain, the Chairperson shall have a casting vote. In the event of there being no majority agreement over the selection of the players, the Captain's wishes in that regard shall prevail.

(iv) On a domestic/ overseas tour, the Cricket Manager/Coach, Captain and Vice-Captain shall constitute the Selection Committee. The Administrative Manager shall convene the meeting and keep a record of the proceedings.

D. The Women's Cricket Committee

(i) The Women's Cricket Committee shall consist of three former women Players who have played at least First Class cricket, to be appointed by the Apex Council. The senior most member amongst the Committee members shall be the Chairperson.

(ii) The Committee shall: (a) Draw up programmes of coaching at State level including University and School.. (b) Plan and conduct Women's Junior and



Senior domestic tournaments. (c) Organize tours to different States or to foreign countries or tours of others States to Delhi (d) Decide any dispute in regard to Women's Tournaments. (e) Generally have control over Women's Cricket activities, outside of those covered by the Women's Selection Committee.

E. The Differently-Abled Cricket Committee

(i) The Differently-Abled Cricket Committee shall consist of THREE persons to be appointed by the Apex Council of DDCA. Only former Differently-Abled Players or other distinguished cricketers who have represented the country or DDCA in any format of the game shall be eligible to appointed to this Committee. It is preferable that different categories of impairment (visual, physical, etc.) be represented among the members of the Committee. The senior most among the Players shall be the Chairperson.

(ii) The Differently-Abled Cricket Committee shall, in consultation with the Cricket Talent, committee,select the Differently-Abled State Teams across all age groups for representation in all formats of the game. In addition, this Committee shall also propose to the CEO the best practices to be inculcated including coaching, counselling and special equipment. This Committee shall also endeavour to bring the various existing cricket bodies for various types of impairment under the common umbrella of the DDCA and evolve training programmes and raise awareness.

(iii) This Committee shall appoint a Captain for the team in each format, who shall be an ex-Officio member of the Committee. The Captain, however, shall not be entitled to vote. In the event of there being an equality of votes for the appointment of a Captain, the Chairperson shall have a casting vote. In the event of there being no majority agreement over the selection of the players, the Captain's wishes in that regard shall prevail. On a domestic/ overseas tour, the Cricket Manager/Coach, Captain and Vice-Captain shall constitute the Selection Committee. The Administrative Manager shall convene the meeting and keep a record of the proceedings.

F. The Cricket Talent Committee

(i) The Cricket Talent Committee shall consist of THREE persons to be appointed by the Apex Council of DDCA, on such terms and conditions as may be decided by the Apex Council from time to time. Only former



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Players who have played at least 20 First Class games and/or have the highest level of coaching certification shall be eligible to be appointed to this Committee. The senior most amongst the Players shall be the Chairperson.

- (ii) This Committee shall:
- (i) Be responsible for scouting for talent in men, junior, women and disabled cricket.
 - (ii) Organize the framework within which the Centre of excellence/Cricket Academies will be established at various levels in the State.
 - (iii) Create the programmes and coaching centres for coaching at various levels in the State.
 - (iv) Improve cricket infrastructure in NCT of Delhi;
 - (v) Make provisions for making the game of cricket accessible to the general public; by creating turf wickets, pay-and-play facilities and converting existing fields and grounds into high quality pitches;
 - (vi) Encourage the youth to take up cricket by setting up promotional camps and other avenues of engagement with the game; and
 - (vii) Provide evaluation reports of the targets set and achieved and the details of its programmes to the Apex Council on a quarterly basis.
- (3) No person who has been a member of any Cricket Committee for a total of 5 years shall be eligible to be a member of any Cricket Committee.
- (4) No person who has been a member of any Cricket Committee shall write, comment or publicize any discussions or decisions of the selections made except where so authorized by the DDCA or the Apex Council. Any violation of this confidentiality provision will invite removal and substitution by the Apex Council.
- (5) The Chairpersons of the respective Cricket Committees shall submit a quarterly report to the CEO which shall then be forwarded by him to the Apex Council for assessment and action, if any.



The stamp is circular with the text "THE DELHI DISTRICT CRICKET ASSOCIATION" around the perimeter. In the center, there is a small emblem featuring a cricket ball and a bat. The signature is written in blue ink across the stamp.

- (6) The Apex Council is empowered to add any further Cricket Committees as may be required, particularly to cater to weaker sections of society.

30. INADVERTENT OMISSION TO GIVE NOTICE OF MEETING

Inadvertent omission to give notice of an Annual General or Special General Meeting or Meetings of the Apex Council or of any of the Committees to any member entitled thereto or the non-receipt thereof by such individual shall not invalidate the proceedings of such meetings.

31. PERMISSION TO CONDUCT TOURNAMENTS

- (1) No affiliated Club, Cricket Academy or any other recognized entity shall conduct or organize any tournament or any match/matches in which players/teams from regions outside their jurisdiction are participating or are likely to participate without the previous permission of the DDCA.
- (2) Permission for conducting or organizing any tournament or match/matches will be accorded only to affiliated Club, Cricket Academy or any other recognized entity and will be in accordance with the rules framed by the DDCA in this regard from time to time.
- (3) No affiliated Club, Cricket Academy or any other recognized entity shall conduct or organize any outstation/ international Tournament or outstation/International match/matches in which foreign players/teams are participating or are likely to participate without the previous permission of BCCI/DDCA, as the case may be. Permission for conducting or organizing any outstation/ International Tournaments or outstation/ International match/matches will only be accorded to affiliated Club, Cricket Academy or any other recognized institution on special occasions.
- (4) Affiliated Club, Cricket Academy or any other recognized entity desirous of undertaking tours abroad or inviting foreign teams shall obtain the previous permission of the BCCI/DDCA, as the case may be, which may be granted in accordance with the Rules framed by the BCCI/DDCA.



32. BAN ON PARTICIPATION IN UNAPPROVED TOURNAMENTS

- (1) No affiliated Club, Cricket Academy or any other recognized institutions shall participate or extend help of any kind to an unapproved Tournament.
- (2) No Player, Umpire, Scorer, Official or other person associated with the DDCA shall participate in any unapproved tournament.
- (3) The Apex Council shall take appropriate action including suspension and stoppage of financial benefits and any other action against individuals /affiliated Club, Cricket Academy or any other recognized institution contravening the above.



CHAPTER SIX: ELECTIONS

33. PROCEDURE FOR ELECTIONS

The General Body shall from time to time frame rules of procedure for the elections. Any amendments to the procedure adopted shall be made at least 3 months prior to the elections.

34. THE ELECTORAL OFFICER

- (1) At least four weeks prior to the Annual General Meeting at which an election is to be held, the Apex Council shall appoint an Electoral Officer, who shall be a former member of the Election Commission of India.
- (2) The Electoral Officer shall oversee and supervise the entire election process including scrutiny of the electoral rolls for Councillors, which shall include all nominations and candidatures being subject to his scrutiny in accordance with the Rules.
- (3) In case of any dispute or objection as to candidacy, disqualification, eligibility to vote, or the admission or rejection of a vote in the elections to the Apex Council the Electoral Officer shall decide the same and such decision shall be final and conclusive.




CHAPTER SEVEN: AUDIT & ACCOUNTS

35. **AUDITOR(S):**

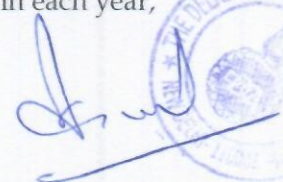
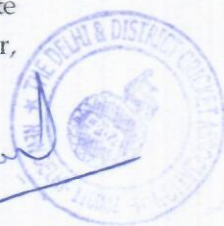
- (1) The General Body shall at every Annual General Meeting appoint one or more auditors as per the provisions of the Companies Act, 2013 and shall fix their remuneration. The Auditor shall be eligible for reappointment by the General Body.
- (2) The Auditor(s) of the DDCA shall have the right of access at all times to the Books of Accounts, Vouchers and any other documents relating to the accounts of the DDCA and shall be entitled to obtain from the Office-Bearers and Committees such information and explanation as may be necessary in the discharge of his/their duties.
- (3) The Auditor(s) shall provide an opinion on the financial statements of the DDCA and recommendations on the financial controls within the system, which shall be contained in a Financial Report.
- (4) The Auditor(s) shall also ascertain how the funds of the DDCA are being utilized by the respective grantees. It will be the responsibility of the Auditor(s) to verify the statements made by the grantees in this regard and to give findings, which shall be contained in a Compliance Report.
- (5) Both the Financial Report and the Compliance Report of the Auditor(s) shall be considered at the Annual General Meeting.

36. **ACCOUNTS**

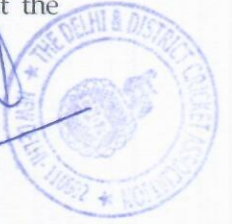
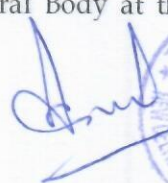
True accounts shall be kept by the Treasurer of all moneys received and expended by the DDCA and the matters in respect of which such receipts and expenditure take place and of all assets, credits and liabilities of the DDCA. This shall include the separate account maintained for the League as well.

37. **SETTLEMENT OF ACCOUNTS AND BALANCE SHEET**

The accounts shall, unless the General Body fixes any other date therefor, be settled by the Treasurer on the 31st of March in each year,

and a balance sheet of the assets and liabilities of the DDCA on that day shall be made out by him. The Balance Sheet duly audited with the Auditor's remarks shall be laid before the General Body at the Annual General Meeting.



CHAPTER EIGHT: TRANSPARENCY & CONFLICT OF INTEREST

38. TRANSPARENCY

- (1) The Memorandum of Association, Articles of Association, Rules and Regulations and all other resolutions, orders and memoranda of the DDCA (including the Apex Council and the General Body) shall be freely available to the general public at a reasonable price. The same shall also be available on the Website of the DDCA.
- (2) The composition of the various Committees, their reports of work done, financial outlay and expenditure shall be uploaded on the Website of the DDCA on a quarterly basis at distinct links dedicated to each Committee. It shall be the responsibility of the CEO to ensure that this is done.
- (3) All payments and expenditures made by the DDCA which is in excess of Rs. 25 lakh shall be enumerated and uploaded on the website.
- (4) All proceedings and conclusions of the Ombudsman and the Electoral Officer shall be uploaded on the Website of the DDCA annually.
- (5) The audited accounts, balance sheets, profit & loss accounts and annual reports shall be uploaded on the Website of the DDCA annually.
- (6) The Financial and Compliance Reports of the Auditor shall be placed on the uploaded on the Website of the DDCA annually.
- (7) All notices on or behalf of the DDCA including tenders for goods and services, for contractual arrangements and the like shall be promptly uploaded on the Website of the DDCA.
- (8) The website of the DDCA shall have dedicated links to all the stadia in the State which host matches, along with their complete seating capacity, pricing and transparent booking procedures for all tournaments. **All sponsor and other free allotments shall also be disclosed and in no event being more than 10% of the entire seating capacity in any particular category.**



Provided that the free allotments to the Members of DDCA and current and former players who have represented DDCA shall be in accordance with the directions issued by the BCCI from time to time.

39. CONFLICT OF INTEREST

(1) A Conflict Of Interest may take any of the following forms as far as any individual associated with the DDCA is concerned. In this regard, the illustrations from BCCI Constitution are reproduced hereinbelow which may be read with necessary modifications as the context may require in case of DDCA:

- (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 League 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 Association. D's wife E has shares in a League 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 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 is 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 probables 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 and the Committees.



The image shows a handwritten signature in blue ink over a circular official stamp. The stamp contains the text 'DELHI & DISTRICT CRICKET ASSOCIATION' around the perimeter and '1952' at the bottom. The signature is written in a cursive style.

(2) Within a period of 15 days of taking any office under the DDCA, 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 DDCA. 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 Article 39(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 an Affiliated Club, Cricket Academy, Center of Excellence or any other recognized entity in receipt of grants from DDCA.
 - (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-Article (3) may be made within 90 days of the Effective Date.

40. THE ETHICS OFFICER

- (1) The DDCA shall appoint an Ethics Officer at the Annual General Meeting for the purpose of guidance and resolution in instances of conflict of interest. The Ethics Officer shall be a retired Judge of a High Court so appointed by the DDCA after obtaining his/her consent and on terms as determined by the DDCA in keeping with the dignity and stature of the office. The term of an Ethics Officer shall be one year, subject to a maximum of 3 terms in office.
- (2) Any instance of Conflict of Interest may be taken cognizance of by the Ethics Officer:
- (a) Suo Motu;
 - (b) By way of a complaint in writing to the official postal or email address; or
 - (c) On a reference by the Apex Council;
- (3) After considering the relevant factors and following the principles of natural justice, the Ethics Officer may do any of the following:
- (a) Declare the conflict as Tractable and direct that:



The image shows a handwritten signature in blue ink over a circular official stamp. The stamp contains the text 'DISTRICT CRICKET ASSOCIATION, DELHI' around the perimeter and 'OFFICE OF THE ETHICS OFFICER' at the bottom. The signature is written in a cursive style.

- (i) the person declare the Conflict of Interest as per Article 39(3)(a); or
- (ii) the interest that causes the conflict be relinquished; or
- (iii) the person recuse from discharging the obligation or duty so vested in him or her.

(b) Declare the conflict as Intractable and direct that:

- (i) the person be suspended or removed from his or her post; and
- (ii) any suitable monetary or other penalty be imposed; and
- (iii) the person be barred for a specified period or for life from involvement with the game of cricket.

The Ethics Officer is wholly empowered to also direct any additional measures or restitution as is deemed fit in the circumstances.



The image shows a handwritten signature in blue ink over a circular official stamp. The stamp contains the text 'MADHYA PRADESH & DISTRICT CRICKET ASSOCIATION' around the perimeter and a central emblem featuring a cricket ball and a bat.

CHAPTER NINE: THE OMBUDSMAN

41. THE OMBUDSMAN

- (1) The DDCA shall appoint an Ombudsman at the Annual General Meeting for the purpose of providing an independent dispute resolution mechanism. The Ombudsman shall be a retired Judge of the Supreme Court or a retired Chief Justice of a High Court so appointed by the DDCA after obtaining his/her consent and on terms as determined by the DDCA in keeping with the dignity and stature of the office. The term of the Ombudsman shall be one year, subject to a maximum of 3 terms in office.
- (2) If found expedient, the Ombudsman may also act as the Ethics Officer.
- (3) The DDCA shall, in consultation with the CEO frame Regulations regarding the discipline and conduct of the Players, Match Officials, Team Officials, Administrators, Committee Members and others associated with the DDCA.

42. GRIEVANCE REDRESSAL

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

(a) Member and Association Disputes

Any disputes between or among the DDCA, Clubs, Zones and the Cricket Players' Association shall be automatically referred to the Ombudsman.

Procedure: Both parties would submit their arguments and a hearing would be conducted following the principles of natural justice and exercising all powers of enquiry and hearing as the Ombudsman deems fit before appropriate orders are passed.

(b) Detriment caused by Member or Administrator

If any Member or any Administrator of the DDCA commits any act of indiscipline or misconduct or acts in any manner which may or likely to be detrimental to the interest of the DDCA or the game of cricket or



endanger the harmony or affect the reputation or interest of the DDCA or refuses or neglects to comply with any of the provisions of the Memorandum and/or the Articles of Association, Rules and Regulations of the DDCA and/or the Rules of conduct framed by the DDCA/Apex Council, the Apex Council, on receipt of any complaint shall issue a Show Cause Notice calling for explanation and on receipt of the same and/or in case of no cause or insufficient cause being shown, refer the same to the Ombudsman.

Procedure: The Ombudsman shall, after providing opportunity of hearing to the parties concerned, pass an appropriate order.

(c) Misconduct or Breach by Others

In the event of any complaint being received from any quarter or based on any report published or circulated or on its own motion, of any act of indiscipline or misconduct or violation of any of the Rules and Regulations by any Player, Umpire, Team Official, Selector or any person associated with the DDCA, the Apex Council shall refer the same within 48 hours to the CEO to make a preliminary enquiry.

Procedure: The CEO shall forthwith make a preliminary inquiry and call for explanations from the concerned person(s) and submit his report to the Apex Council not later than 15 days from the date of reference being made by the Apex Council. On receipt of the report, the Apex Council shall forward the same to the Ombudsman, who shall call for all particulars and unless it decides that there is no prima facie case and accordingly drops the charge, hearing shall commence on the case and the same shall be completed as expeditiously as possible by providing a reasonable opportunity to the parties of being heard. If, despite due notice, any party fails to submit any cause or submits insufficient cause, the Ombudsman shall after providing reasonable opportunity of hearing to the parties concerned, pass appropriate order. In the event any party refuses and or fails to appear despite notice, the Ombudsman shall be at liberty to proceed ex-parte on the basis of the available records and evidence.

(d) By the Public against the DDCA



Where a member of the public is aggrieved concerning ticketing and access and facilities at stadia, the same may be brought in the form of a complaint to the Ombudsman.

Procedure: The Ombudsman would adopt the same procedure as laid down in (c) above after referring the complaint to the CEO to solicit a report on the complaint.

- (2) The place of hearing shall be decided by the Ombudsman from time to time. The Ombudsman shall have the power to impose penalties as provided in the Regulations for Players, Team Officials, Administrators, Managers and Match Officials of the DDCA.
- (3) The decision of the Ombudsman shall be final and binding and shall come into force forthwith on being pronounced and delivered.
- (4) Any Administrator, Player, Match Official, Team Official, Selector or other individual associated with the DDCA on being found guilty and expelled by the DDCA shall forfeit all their rights and privileges. He or she shall not in future be entitled to hold any position or office or be admitted in any committee or any role on the DDCA.
- (5) A Member once expelled, may, on application made after expiry of three years since expulsion, be readmitted by the DDCA, provided the same is accepted at a General Body meeting by 3/4th members present and voting.
- (6) Pending inquiry and proceeding into complaints or charges of misconduct or any act of indiscipline or violation of any Articles of Association, Rules and Regulations, the concerned Member, Administrator, Player, Match Official, Team Official, or other individual associated with the DDCA (along with their respective privileges and benefits) may be suspended by the Apex Council until final adjudication. However, the said adjudication ought to be completed within six months, failing which the suspension shall cease.



CHAPTER TEN: MISCELLANEOUS

43. NOTICE

- (1) Any notice required to be served on any Member of the DDCA or any Administrator or other entity shall be addressed to their registered addresses.
- (2) All notices shall be served by way of electronic mail to the official e-mail addresses as are furnished to the DDCA.
- (3) Any notice sent via post or e-mail shall be deemed to have been served at the time when the same was sent, and it shall be sufficient to prove either that the letter containing the notice was properly addressed and posted or that the email was sent to the correct e-mail address.
- (4) Subject to provisions of the Act, a notice given personally or sent by post against postal certificate to the address of a member as entered in the book of the Association shall be deemed to have been duly delivered and received.
- (5) A notice posted at the registered office of the Association shall be deemed to be well served on any member, who has not a registered place of address in India, at the expiration of twenty-four hours after it is so posted.

44. INDEMNITY

Every Office-bearer, Councillor, CEO, Manager or a Member of a Committee of the DDCA shall be indemnified out of the DDCA's funds against all losses and expenses incurred in the discharge of his or her duties, except those which have occurred through wilful act or default and if so, each one shall be chargeable only for so much moneys or properties as they shall actually receive for or in the discharge of the business of the DDCA and shall be answerable only for their own act, neglect or default and not for those of any other person.

45. SUITS BY OR AGAINST THE DDCA

The DDCA shall sue or be sued in the name of the Secretary.



The image shows a handwritten signature in blue ink, which appears to be 'Anil', written over a circular blue stamp. The stamp contains the text 'DIRECTOR GENERAL OF THE DDCA' around the perimeter and a central emblem.

46. AMENDMENT AND REPEAL

These Articles of Association of the DDCA shall not be repealed, added to, amended or altered except when passed and adopted by a 3/4th majority of the members present and entitled to vote at an Extra-Ordinary/Special General Meeting of the General Body convened for the purpose or at the Annual General Meeting as per the provisions of the Companies Act, 2013. Any such amendment will not be given effect to without the leave of the Hon'ble Supreme Court.

47. SAVINGS

Notwithstanding anything contained in these Articles of Association or any Rule and Regulations framed thereunder, anything done or any action taken or purported to have been done or taken, including any person appointed or elected to any office, any rule or order or notice made or issued or any appointment or declaration made or any operation undertaken or any direction given or any proceeding taken or continued under the erstwhile Articles of Association shall not be invalidated and shall be deemed to have been done or taken under these Articles.

All the above information will have to be maintained at the registered office of the Company and when sought, the same shall be shared with the applicant on the payment of a reasonable fee, as may be prescribed by the Company.

Names		Addresses & Descriptions of subscribers
1. F.T. Jones	Sd/-Jones	7, Tughlak Road, New Delhi Central PWD and President Delhi & District Cricket Association
2. T.H. Dixon	Sd/- T.H. Dixon	11, J.D.G Club, New Delhi Central PWD and Hony. Secretary Delhi & District Cricket Association
3. Syed Nazer Husain	Sd/- Nazer Husain	Furniture Merchant Old Police Station Darya Ganj, New Delhi



4. S.K. Bose	Sd/- S.K. Bose	Faiz Bazar Road, Delhi Lecturer Ramjas College University of Delhi
5. Mohd. Zafar	Sd/- Mohd. Zafar	1095, Qasim Jan Street, Delhi Journalist
6. Mirza Yusuf Begg	Sd/- M.Y. Begg	Bhojla Pahari Delhi Merchant
7. S.D. Kapoor	Sd/- S.D. Kapoor	160, JathiWara Street, Meerut (Govt. Service)
Witness to the above Signature (1 to 7)	Sd/- Illegible	824, Gali Ambiya, Delhi
8. W.C. Christie	Sd/- W.C. Christie	4, Queensway , New Delhi, I.C.S Vice -President Delhi & District Cricket Association
9. H.S. Malik	Sd/- H.S. Malik	I.C.S., Vice - President Delhi & District Cricket Association 3, Tughlak Road, New Delhi

Dated this Day of 19,
Witness (8 & 9) (No. 9)
Signature No. 8

Sd/- Illegible.
Sd/- Illegible.

