

BEFORE THE DISCIPLINARY COMMITTEE, AT HOTEL TAJ PALACE,
NEW DELHI

Date: 11thDecember 2011

BCCI WITNESS NO.7

Mr. N.P. SINGH

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Cross Examination of Mr. N.P. Singh by Mr. S.S. Hora, Advocate on
11thDecember 2011 at 6:00 p.m.

1. I affirm the witness statement dated 9.9.2010 which has been filed in these proceedings. I affirm my signature on the same.
2. I am the COO of MSM since 2005. My key responsibilities are managing the operations of all the channels that MSM owns and operates, managing Information Technology, post production studios and broadcast operations. Mr.Manjeet Singh is the CEO of MSM and I report to him. CEO is responsible for the overall management of the company, including my operations and in addition to that finance, legal, HR, advertising, distribution etc. MSM Singapore is held by MSM India and has its own Board. The Board of the company would normally decide, based on the nature of the contract, as to who should be negotiating the contract. As far as MSM India is concerned, the negotiation of contracts again depends on the nature of the contract.
3. Ms. SnehaRajani currently heads our entertainment channel. She reports to me. Mr. Andy Kaplan is the President of International networks and is based out of LA. He is responsible for managing all television networks globally or Sony Pictures entertainment. He is a member of the board of MSM India and MSM Singapore. I do not recall the position held by Mr.Andy Kaplan between January 2008 and March, 2009. But his responsibilities were

broadly what I have stated above. CEO of MSM reports to the board of MSM and Mr. Andy Kaplan is a member of the Board. He was a non-executive chairman of the board at some point in time, but at that time he was not the CEO of MSM. Mr. Michael Grindon was the Chairman of the Board of MSM India and MSM Singapore. To the best of my memory, around 2007–08, he was the President of international networks and distribution. Mr. Micle Linton is CEO of Sony Pictures and Entertainment. At that time Mr. Mickle Grindon reported to Mr. Micle Linton. To the best of my memory until February 2009 Mr. Kunal Dass Gupta was the CEO of MSM. He was removed around February 2009.

4. I have no knowledge if the majority stakes in MSM is held by Sony Mauritius. I have heard the news of SPE Mauritius Holdings Limited and SPE Mauritius Investment Limited. SPE stands for Sony Pictures Entertainment. I am not sure what these companies do. I don't recall if these companies have anything to do with the MSM. I do not know if these companies deal with the Sony. I have no knowledge why these companies have been registered by Sony in Mauritius. I cannot comment to your suggestion that the majority stakes in MSM is held by these Mauritian companies, since I have no knowledge. MSM Singapore is held 100% by MSM India. The reason why we have incorporated a company in Singapore is a company's confidential information which I cannot share. I would not like to comment if this was on account of tax consideration.
5. MSM India has been appointed as agent to sell airtime in India by MSM Singapore. By selling airtime I mean selling commercial airtime to advertisers in India. I would not like to comment on whether MSM India sells the airtime, collects the revenues and remits to MSM Singapore. I would not like to comment on whether MSM retains 15% of the amount collected as well as tax deduction. It is correct that a fee of 15% is an industry practice to advertising agencies. I don't have full knowledge about IBF and AAAI arrangement and therefore cannot comment about their norms.

6. I do not recall the date of issuance of ITT for IPL Media rights or it was issued in November 2007. Upon the issuance of ITT, MSM Singapore thought that it should consider taking media rights for IPL. To the best of my knowledge, the Board approval was taken but I have no personal knowledge. I do not recall as to when the Board approval was taken. It does happen in the industry that the marketing agents assign or sub-license their rights to broadcasters. MSM Singapore had not made a bid for IPL rights. I do not recall if the reason was if MSM Singapore Board did not approve its participating. I do not recall any reason as to why MSM Singapore did not put a bid. I am not able to produce any board resolution in this regard. Board resolution is a document of internal management and not be shared freely.
7. **Per Disciplinary Committee:** Mr.Hora requests that the Committee direct the witness to produce the document i.e. the Board Resolution in question.
8. **Per Disciplinary Committee:** Can you produce this board resolution?
9. **Witness:** Ours is a closely held company and these documents are of confidential nature.It is difficult for me to get access of these documents.
10. I would not like to comment on the question whether it was felt that IPL was a potential financial risk. I would not like to comment on the question whether it was felt that IPL was untested whose numbers were not known and therefore was a potential financial risk. I would not like to comment on your suggestion that Sony did not bid because IPL was untested, without numbers, and Sony did not wish to take the risk. Mr. Rakesh K. Aggarwal is a Director in MSM Singapore. I have no knowledge of the letter dated 13.01.2008 from Mr.Rakesh K. Aggarwal to Board Members. I have no knowledge of its contents either and therefore cannot answer the question.
11. **Question:**Can you verify the record of the company and verify the authenticity of this letter?
12. **Answer:**I cannot verify the same.

13. I have no access to Board records. All letters are written to Board members.
14. I am making this statement in my official capacity as the COO of MSM not in my individual capacity. Our general counsel of the company Mr. Ashok Nambissan had requested me to make this witness statement. Manjeet Singh, SnehaRajani, myself and Ashok Nambissan were all involved in this transaction and I have personal knowledge of the details and therefore he asked me to make the statement. We all have knowledge and therefore anyone of us could have made the statement. I have no knowledge if Nambissan asked Manjeet and Sneha to make the statement. Amongst ourselves there was no discussion as to who will make the statement. Manjeet was aware of the fact that I was making the statement. I am the COO of the company and in that capacity I get the authority to make a statement in these matters. I am not the constituted attorney of the company. I cannot file any authority from the company which authorizes me to make the statement. I would not like to comment whether my appointment letter authorizes me to make a statement. However, the role I perform in the company itself enables me to make such statement. I do not exactly recall whether in my capacity as COO I have signed some other court papers or pleadings or witness statements.
15. It's a matter of record that WSG India won the rights for IPL in the year 2008. In WSG bid, MSM was the channel partner for India. MSM was not a joint bidder with WSG. The bidder had made a bid for which he had to make a 10 million dollars payment which MSM had supported. We contributed to the 10 million dollars amount. I do not recall the exact details of payment of this amount towards the 10 million dollars payment. I will not be able to share the information with regard to the date on which this amount was paid. I have no personal knowledge as to who in MSM approached WSG to settle this payment issue. The then CEO of the company Mr. KunalDass Gupta proposed that Sony should become broadcast partner under the WSG bid. I do not recall who in MSM Singapore approved the proposal of Mr. KunalDass Gupta in the bid since it happened long time back. The key persons involved in my recollection during negotiations were Mr. Venu Nair for WSG and KunalDass Gupta from MSM Singapore. I was not personally

involved in the negotiations. I do not recall as I do not have personal knowledge whether MSM Singapore Board approved the negotiations with WSG. The financial contribution made towards the 10 million dollars to the BCCI was approved by the Board. I have no personal knowledge as to the discussions between MSM Singapore and WSG prior to making the bid. Mr. KunalDass Gupta is having the knowledge regarding discussions between MSM Singapore and WSG. I do not recall for how many days the negotiations were done.

16. WSG is an important player in getting media rights and marketing them. They also commercially manage the talent of many players and individuals. I do not recall if WSG had acquired 2003 & 2007 ICC World Cup rights. It is incorrect that the programme Extra Inning was jointly produced by WSG and MSM Singapore during world cup ICC 2007. The witness clarified that the show was produced by MSM but the production was outsourced to WSG. I have no knowledge if WSG shareholding is held by Denstu Japan or that it was part of LaGuardia.
17. I have no personal knowledge of the fact whether the bid figure of WSG bid was discussed and known to MSM. I agree that if WSG bid succeeded, MSM was to be the sub-licensee for Indian sub-continent. I do not recall if the reserve price was 59 million US dollars. I am aware that if TAM rating of 5 was achieved there were additional amounts payable to the tune of Dollar 10 Million to Dollar 13 million in subsequent years. However if these ratings are not achieved the additional amount would not be payable. I do not recall the reserve price therefore cannot say that if the additional amount was not payable the bid value be less than the reserve price. I agree that these additional amounts based on TAM ratings were Sony's input to the bidding documents. I do not recall the exact reason why this version was made in the bid document submitted to BCCI. I can't say whether the TAM ratings clause was put because Sony was apprehensive about the success of IPL.
18. I have no recollection or means of ascertaining how many meetings were held between WSG and MSM prior to submitting bid documents. I did

participate in meetings held between MSM and WSG before the bid. I cannot recall how many times I participated. I have no recollection whether these meetings were minuted or not. I would not be able to tell you if the minutes of the meetings were minuted. I will also not be able to provide the minutes of meeting as I have no knowledge or access to such information.

19. **Question:**As a COO of the company, if you would ask to give this information would you not be able to get it?
20. **Answer:** I would not like to comment.
21. I have no personal knowledge of any email trail between Sony and WSG prior to the bid. I do not recall if I was marked on any of these emails. I would not be able to trace out emails since they pertained to the communication four years ago. I would not like to comment whether my mail box has communication which are greater than four years old. I deny your suggestion that I am giving evasive answers and not placing true facts which are in my knowledge before the Committee.
22. I do not recall if prior to the bid, WSG and MSM Singapore had reached understanding as to how and on what financial terms they would sub-license India rights to MSM Singapore. I would not be able to share any such information relating to the understanding between WSG and MSM Singapore.
23. I can respond to specific questions about my capability to share information but not generic one. There is no instruction to me to not share information. I am not withholding any information that I am aware of. By awareness I mean my personal awareness not based on the official record. Even on the basis of official record I would not be able to share the information with you because of the confidentiality reason.
24. I have no personal knowledge if any understanding or agreement was arrived at between MSM and WSG before the bid. I do not recall coming across any written agreement between MSM and WSG prior to the bid. I do not recall if

internal terms and conditions of sub-license allegedly between MSM Singapore and WSG were disclosed to BCCI.

25. I cannot comment whether the bid made by WSG was technically non-compliant because of the TAM rating clause. I am not aware whether negotiations took place between WSG, MSM, IMG and BCCI to make the bid compliant. I have no personal knowledge of the circumstances, meetings, issues, pertaining to signing of the 21st January 2008 Media Rights Agreement after the bid. There were meetings held between 14.01.2008 and 21.01.2008 between MSM and WSG. I may have participated in one or two these meetings but I don't remember the details. I do not recall the discussions that took place in the meeting that I may have attended. Apart from me Mr. KunalDass Gupta, Mr. Venu Nair from WSG attended the meeting and who else I don't remember. I don't recall any meeting with BCCI during this period.
26. I am aware that during those discussions WSG agreed that in the event of shortfall from BCCI reserve price on account of TAM ratings they would make the payment at the end of year five. I am aware that during those discussions Sony wanted a direct license agreement with BCCI and not a sub license. I do not know who proposed the idea of direct license agreement with BCCI. Sony wanted direct rights from BCCI as far as IPL is concerned and not sub license agreement.
27. It is correct that Sony would have first five years of right in Indian sub-continent, which was internally agreed between Sony and WSG. It is correct that the apportionment of the right fee under the MSM-BCCI Contract and WSG-BCCI contract was done by agreement of MSM and WSG. I do not recall whether the apportioned figures were agreed prior to bid or after the bid.
28. I don't recall if the sub-license envisaged in the bid was converted into a direct license agreement between MSM and BCCI. I cannot comment as to the reason why MSM took only 5 years India rights and not full 10 years India rights. I cannot even comment if I am aware of the reason. I cannot

comment on your suggestion that I am aware of the reason and am deliberately not disclosing the same to the committee.

29. **Question:** Would you agree that Sony was apprehensive of taking full 10 years India rights because of the financial figures involved?
30. **Answer:** I cannot comment on this.
31. In the first five years there was a rating incentive that was dependent on TAM rating in the amount payable to the BCCI by Sony. It is correct that under the MSM agreement there was an option which MSM had to exercise with the consent of WSG to extend the agreement for further five years. I am not aware of the exact details but I am aware that there was option fee payable. Option was to be exercised in year three. It is correct that option fee was 25 million US dollars. I do not recall if under the option fee MSM Singapore had to pay WSG additional amount upto 35 Million USD in case those amounts were paid by WSG to BCCI. BCCI W4/107 shown to the witness is the Option Deed. I can't recall when the meeting was held.

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Note: The cross examination of Mr. N.P. Singh started at 6:00 p.m. and continued till 8:30 p.m. The cross examination remained inconclusive and shall continue from 6:00 p.m. on 12th December 2011.

The aforesaid statement has been read by me and I accept it to be accurate.

(N.P. Singh)

Date: 11th December 2011

ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R. AMIN

BEFORE THE DISCIPLINARY COMMITTEE, AT HOTEL TAJ PALACE,
NEW DELHI

Date: 12th December 2011

BCCI WITNESS NO.7

Mr. N.P. SINGH

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Cross Examination of Mr. N.P. Singh by Mr. S.S. Hora, Advocate on 12th
December 2011 at 6:00 p.m.

1. I do not recall how many days prior to signing of Option Deed, negotiations for the same had started. Since I was not personally involved in any meeting I have no knowledge about where the meetings were held. To my knowledge and recollection it was Mr. Kunal Dasgupta who was negotiating on behalf of MSM Singapore. I don't recall who is the key person negotiating on behalf of WSG. I have no knowledge who were the lawyers who were preparing Option Deed. I have no knowledge of any mail trail in regard to draft of Option Deed. As I said I was not personally involved therefore I have no knowledge whether any option deed agreement was given or not to BCCI prior to the agreement dated 21.01.2008. I am not privy to the agreement between WSG and BCCI and therefore cannot comment if WSG had taken a risk of \$ 35 million in their agreement if Sony were not to make payment of additional amount to BCCI due to TAM clause. As I said I am not privy to the agreement between WSG and BCCI therefore I am not aware that if Sony agreement were to end then BCCI would be required to negotiate with WSG and agree in good faith as to which party and on what basis India rights will be exploited.
2. It is correct that the Sony revenue model included advertisement revenues and as for all other properties on television channels advertisement revenue is an important source of revenue hence that was also considered. I have no knowledge of the agreement entered by WSG for sub licensing with other broadcasters for ROW and therefore cannot say if those agreements were

long duration contract. I also cannot therefore comment on whether WSG sub licensees were largely working on subscription based revenue or not.

3. I agree that first season of IPL was quite successful. TAM rating achieved by Sony was an average of 4.8 in IPL-1. Since the additional payment was payable only on achieving of TAM rating of 5 and as TAM rating of 5 was not achieved therefore the additional amount by Sony to BCCI did not become payable. Sony did not pay this amount as it was not payable. I don't recall if IPL had raised the issue that Sony had no proper distribution in south of India and therefore the TAM rating was not achieved. I am aware that Mr. Modi was insisting on payment of 10 million USD and not to make deduction on account of non achievement of TAM rating. I cannot say if Mr. Andy Kaplan was not in favour of paying 10 million USD to BCCI but I can say that since average TAM rating of 5 was not achieved it was Sony's decision rather than any individual's that the rating incentive was not payable.
4. I don't recall the exact details but there was some communication that for ground sponsor category BIG TV had won the bid and Airtel Digital TV had lost the bid. Since Sony was not involved in that bid therefore I cannot say that BIG TV's bid was USD 34.1 million for four years. It is correct that under the Sony-BCCI Agreement, Sony was under obligation to give first right of on air sponsorship to official ground sponsors of IPL. I don't recall the whole transaction of Big TV deal and therefore go into details as to why BIG TV did not take on air sponsorship on Sony. I would not like to comment on whether the on air sponsorship was given to Airtel. These are commercial transactions covered by confidentiality therefore I would not comment on it. I would not want to speculate if Sony gave a lower quote to Airtel than to BIG TV because of confidentiality reasons.
5. I am not privy to transaction between BCCI and Big TV and therefore do not want to comment if it is for this reason that BIG TV walked away from Ground Sponsorship from BCCI. The BIG TV issue was cited as one of the reason for termination of MSM contract by BCCI.
6. Mr. Rohit Gupta President Network Sales was responsible for acquiring on air sponsorships under supervision of Mr. Kunal Dasgupta the then CEO. I have no personal knowledge of the fact therefore I would refrain from commenting as to whether Sony was in default for not providing on air sponsorship to Big TV. I do not recall if Mr. Modi blamed Sony for loss of sponsorship loss of 7.79 Million USD per year on account of BIG TV.

7. I am aware that under the Sony agreement FCT for promotion of IPL had to be given to IPL. I am aware that under the agreement there had to be five spots of 30 seconds and BCCI had to provide the spots to Sony for airing. I do not recall of the exact seconds provided by Sony for promotion of IPL to BCCI and therefore cannot say if Sony provided 1335 seconds instead of 8700 seconds. I do not recall if this was one of the reasons for termination of the contract.
8. **Question:** Did Sony provide less promotional time for IPL?
9. **Answer:** To my knowledge Sony had agreed a marketing plan with BCCI for the promotion of IPL and had delivered to that plan, therefore, according to me Sony had not defaulted on this ground.
10. It is correct that under the agreement Sony was to provide details of the commercial time sold on the channel to BCCI. These figures could also be correlated with TAM. I am aware that there was variance in the figure provided by Sony and TAM and do not know the exact percentage of variance or if it was 26%. This variance was coming because Sony counted seconds as per full ad spots run while TAM counted total seconds used during the break. I do not recall if this was one of the grounds taken by BCCI to terminate Sony. As per my view it was not misreporting on Sony's part as Sony was following industry standards for reporting on this.
11. To the best of my knowledge Sony had followed the broadcast guidelines issued by BCCI for broadcast of IPL and therefore would not agree to your question that Sony had inserted commercial graphics while the ball was in play and during replays. However, there could have been inadvertent and unintentional lapses during the live broadcast of matches. Inadvertently in a live game it may have happened that commercial elements inserted by Sony may have obscured ground advertisements but to the best of my knowledge such incidents were few and unintentional.
12. **Question:** Did Sony cut breaks while commentary was on?
13. **Answer:** Sometimes due to problems in receiving cues from BCCI on ground producers it was possible that some small portion of live commentary may have got cut but such incidents were few and that was unintentional.
14. It is correct that insertion of commercial elements in the live feed while the ball was in play, replay and during commentary was a ground of termination

of Sony's agreement. I do not agree that Sony had breached its obligations in this regard.

15. There were some notices issued by BCCI to Sony but I do not recall the details. I do not recall exact details, but I believe Sony responded to these notices. I am not privy to the proceedings of IPL Governing council therefore I am not able to say if Mr. Modi was authorized to take action against Sony. After the notices of termination were issued there were good faith negotiations between BCCI and Sony. I was not party to the discussions at that time therefore cannot say that Sony had stated that in case of termination they would take full recourse to legal remedies. I have no personal knowledge but I am aware that there were some conversations about 5 minutes commercial break after every 10 overs during those negotiations.
16. I am not aware if during early February 2009 Sony took a stand of not making any additional payment to the BCCI. Mr. Kunal Dasgupta was negotiating in respect of USD 10 million additional amount with BCCI. Whether to pay USD 10 Million is the decision of Mr. Kunal Dasgupta (who was the CEO) after due internal authorization. Authorization would have come either from the board or some member of the Board authorized by the Board. I would not be able to tell you which member was authorised by the board to take decision in this regard because it is company's confidential information. I would not like to comment if the person authorized to take decision in this regard was Mr. Andy Kaplan. I would not like to comment on the reasons why Mr. Kunal Dasgupta resigned from the post of CEO of MSM. I would not like to comment whether he was asked to give his resignation or he voluntarily gave his resignation as I have no personal knowledge. I have no personal knowledge if Mr. Kunal Dasgupta was of the view that as IPL had been successful in first season USD 10 million should be paid to IPL while Andy Kaplan was opposing it. I would not like to comment on your suggestion that this was the reason why Kunal Dasgupta was asked to resign from the services or not, as I have no personal knowledge about it.
17. I am not able to recall whether a meeting took place between Sony's executives and IPL officials at Hotel J W Marriott, Bombay on 19th February 2009. To the best of my knowledge and recollection it was Mr. Kunal Dasgupta and Andy Kaplan from Sony's side who were discussing the issues raised in the notices given by BCCI. I have no personal knowledge of these discussions but I am aware that there were discussions about the additional

drinks break during Time out. I don't recall if discussions also centered around Big TV issues and TAM rating clause.

18. I have no personal knowledge if Mr. Modi wanted the TAM rating clause to go or that he wanted Sony to compensate for Big TV revenue loss.
19. According to me by 'no personal knowledge' I mean I have no first hand knowledge of the issue being discussed and by being 'aware' I mean that I may have heard conversation about a particular issue in other office meetings.
20. It is correct that Mr. Modi wanted Sony to pay for additional 10 minutes drink break. I would not like to comment whether Sony did not want additional inventory as it would have brought down price per 10 seconds of ad as it is company's confidential information. I have no personal knowledge of any discussion that Sony did not want pay out to IPL to increase. I would not like to comment whether Sony did not want number of team and number of games to increase because it is company's confidential information.
21. I am not aware as I don't have personal knowledge that IPL increased value for 10 minutes drink break for years 6-10 period. I would not like to comment as to whether Sony wanted WSG to agree to take increased liability for years 6-10 on account of company's confidential information.
22. **Per Disciplinary Committee:** Counsel, Mr. Hora insists that the witness be directed to answer the question. The witness has answered the question. However, if in the answer witness is not willing to reveal the facts for some reason Mr. Hora will be within his rights to argue that necessary presumption would be drawn.
23. I would not like to comment as to whether Sony did not want to take increased liability for years 6-10 as it is company's confidential information. I have no personal knowledge therefore cannot answer whether WSG had till then not agreed to undertake any additional liability.
24. I have no personal knowledge therefore I cannot answer whether Mr. Modi has told MSM to resolve the issue with WSG.
25. **Question:** Are you aware if Sony had discussions with WSG as to how pay additional amount to BCCI for additional drinks break for year 6-10?
26. **Answer:** I have no personal knowledge therefore I cannot answer.

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Note: The cross examination of Mr. N.P. Singh started at 6:00 p.m. and continued till 9:00 p.m. The cross examination remained inconclusive and shall continue from 6:00 p.m. on 13th December 2011.

The aforesaid statement has been read by me and I accept it to be accurate.

(N.P. Singh)

Date: 12th December 2011

ARUN JAITLEY JYOTIRADITYA SCINDIA CHIRAYU AMIN

BEFORE THE DISCIPLINARY COMMITTEE, AT HOTEL ITC
MAURYA, NEW DELHI

Date: 13th December 2011

BCCI WITNESS NO.7

Mr. N.P. SINGH

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Cross Examination of Mr. N.P. Singh by Mr. S.S. Hora, Advocate on 13th
December 2011 at 6:00 p.m.

1. It is correct that our in house legal counsel Mr. Ashok Nambissan has accompanied me while I came for this cross examination. It is correct that he was here day before and today also. He has not gone through my witness statement. Since neither me nor our in house counsel are aware of the

possible questions, there is no possibility to discuss anything. In every big or commercial matter our legal counsel accompanies us.

2. Question: Has he accompanied you for the purpose of advising you?
3. **Answer:** He has accompanied me for the purpose of having discussions on the matters discussed during this meeting as well as on other important company matters which we are attending while we are in Delhi.
4. I recall an initial offer of revenue share being made by Sony to BCCI for drinks break though I was not personally involved. To this the BCCI had stated that they want a fixed number and not revenue share. I am not aware if Sony wanted IPL to sell the drinks break and pay Sony 35% of the realized amount as I was not personally involved. I am not aware if IPL wanted Sony to sell the commercial airtime during the drinks break. On being shown BCCI-W4/53, the witness states that he is not aware of the same. On being asked whether there was a meeting at Taj Lands End to discuss the issue of TAM clause removal, drinks break revenue payable, and BIG TV compensation to BCCI, the witness states there were meetings but he was not aware of the details as he did not personally participate.
5. I am not able to recall whether, while Sony was negotiating with BCCI on the above issues, it was also taking legal advice as to the legal actions it would take in case of termination. Sony started taking legal advice as per my knowledge after show cause notice was issued by BCCI. To the best of my knowledge Sony executives did not feel that these issues were being raised by IPL for seeking higher amount from Sony. I am not party and therefore cannot say if Sony was not required to pay extra amount for BIG TV. I vaguely remember that in Feb 2009 Sony offer on pricing of the Drinks break FCT was not acceptable to IPL.
6. I am not aware that WSG was not agreeing to take increased liability for years 6 to 10 of Drinks break. I am not aware if Sony wanted floor protection of average rates for drinks break inventory to protect value of its existing inventory.
7. Since I was not involved in those conversations I am not aware if WSG wanted Sony to exercise option on payment of option fee and then take additional liability of drinks break for year 6 to 10. I am not aware if WSG

felt that should Sony not take option and IPL were to sell year 6 to year 10 inventory it would undermine WSG's ability to sell to third parties.

8. I am not aware that by the end of Feb 2009 Sony wanted the rating clause to be waived only for year 2 and to remain in place for years 3 to 5. I am not aware if by the end of 2009 Sony wanted three categories if BIG TV sponsorship was to be taken by it. I am not aware if Sony stated that the drinks break inventory should be sold by IPL and Sony should be paid 25% of the realized value.
9. Sony did not consider IPL's demand of BIG TV loss to be compensated by Sony to be reasonable on IPL's part. To my knowledge Sony was not agreeable to readily pay the amounts demanded by IPL for drinks break time out. Though I am not fully aware but since TAM clause was part of MRLA, there was no need to remove it. Till the middle of Feb 2009 negotiations on behalf of Sony were done by Kunal Dasgupta and Andy Kaplan and after Kunal Dasgupta left, by Andy Kaplan.
10. I don't have full knowledge so therefore I cannot say if for removal of TAM clause or for payment of drinks break FCT for year 6 to year 10 BCCI needed to take WSG on board. Since I was not personally involved I am not aware if Sony was also negotiating on these two counts with WSG. I am not aware if WSG was not agreeing to pay fixed numbers to BCCI for drinks break or even revenue share on that account. I do not recall if at that time Sony asked Group M to sell media plus ground package for category other than DTH. I will not be able to share any information of this nature as it will be company confidential information.
11. I cannot say if till first week of March 2009 Sony was not ready to exercise its option for years 6 to 10 but what I can say as per option agreement with WSG Sony was required to exercise this option only in year 3.
12. Since I was not involved I am not aware if BCCI had asked Sony and WSG that they should meet IPL's expected revenue figures for additional drinks break by agreeing together and anything short of full 10 years figures being frozen would not be acceptable to them.
13. I am not privy to any conversation between Mr. Michael Lynton and Mr. Modi and therefore cannot say if Michael Lynton told Mr. Modi that Sony

and WSG had come to an agreement over this issue. On being shown BCCI W4/63 the witness says that he is not aware.

14. I am not aware if WSG stated that they had not reached any agreement with Sony. I am not aware if WSG stated that the dispute is internal between BCCI and Sony and they would not like to take additional liability.
15. I have no knowledge as to how many times did Sony officials meet WSG during this period. I cannot say if any such meetings were held as I have no knowledge. Mr. Andy Kaplan may have knowledge as to any meetings between WSG and Sony took place during that period. I am not sure if BCCI wanted Sony to ensure additional drinks break minimum guaranteed amount for years 6 to 10. Your question on Sony's request if WSG would have agreed to provide minimum guaranteed amount for drinks break for years 6 to 10 what it would have wanted from Sony in return is hypothetical and therefore I cannot answer. It is not a general practice in Sony to keep minutes of all important commercial meetings. I have not seen any minutes of Sony meetings with WSG in the first fortnight of March 2009. We do not have in every case a system of reporting by persons who attended the meetings reports / memo to their superior or the board. Although I may add there may be conversations when such details are shared. In some cases such conversations are recorded in email.
16. **Question:** Can you provide copies of e-mail trails between Sony and WSG from middle of February 2009 till 13th March 2009?
17. **Answer:** I have no access to other people's email besides we cannot share company confidential information.
18. I do not agree to your suggestion that I do not want to disclose these emails as they would reveal the nature and details of commercial consideration which WSG wanted from Sony in lieu of agreeing to give minimum guaranteed amount of drinks breaks for year 6 to 10 to BCCI. Details of commercial negotiations are confidential between the two parties and as a matter of practice we cannot not disclose such details.
19. I am not aware as of 12th March 2009 Sony wanted BCCI to initiate legal action against Reliance if Sony were to compensate BCCI for BIG TV sponsorship as I was not involved with these conversations.

20. I will not be aware if any breach was committed by Reliance vis-a-vis BCCI because these are transactions between third parties. I am not aware if Sony wanted whatever amount is realized from BIG TV in a litigation should be paid to Sony.
21. I don't think Sony was required to give Bank Guarantee for additional amount in respect of TAM clause as that was not required under MRLA as the additional amounts payable were contingent upon TAM rating. I am not aware if as of 12th March 2009 BCCI wanted to get full bank guarantee of additional amount as also Bank guarantee of MG payable in respect of drinks break for years 2 to 10.
22. To my knowledge till 12th March 2009 Sony had not exercised its option with WSG. I am not aware if as of 12th March 2009 Sony agreed to pay WSG any additional amount for increased liability of years 6 to 10.
23. I am not aware as to who was the legal counsel advising Sony in the settlement drafts exchanged between Sony and WSG and Sony and BCCI. I would not be able to provide email trails sent for settlement between Sony and WSG or Sony and BCCI as these are confidential documents. I am not aware if there were any such drafts. On being shown W4/67 its difficult for me to say if this was the agreement in respect of settlement sent by Sony to BCCI since I was not privy to these documents till now. Since I do not have access to the mails of Mr. Andy Kaplan I cannot say if BCCI W4/67 is available in our records. I am not raising a doubt that this was not sent by Mr. Andy Kaplan. I cannot produce the two WSG drafts which are referred in BCCI W4/67 as I have no access to these mails. Mr. Andy Kaplan is still with Sony. I cannot ask Mr. Andy Kaplan to provide the WSG document referred in his mail as he is now Chairman of the Board and I cannot ask him to provide these details. I will not be able to comment if in the 11th March 2009 drafts Sony had put liability of payment of Rs. 150 Crores for drinks time out of year 6 to 10 on WSG. I am not aware if Sony refused to pay Bank Guarantee for the MG amount for Drinks break. I have no knowledge if the two WSG documents referred in BCCI W4/67 were ever sent to BCCI as I was not involved.
24. I have no knowledge of WSG sub-licensees therefore cannot say if drinks break was of marginal value to WSG as its sub-licensees were largely subscription platforms. While in many international markets the channels are largely pay channels, their source of revenue is not only from

subscription. I am not aware if WSG had already sold multiyear contract so could not generate additional revenue out of drinks break.

25. I have no knowledge if WSG did or did not send a mail to Sony or BCCI to confirm that they would pay Rs. 150 Crores for years 6 to 10 for drinks break. I have no knowledge if Sony ever sent a mail to BCCI that they would pay Rs. 150 Crores towards drinks break revenue since I was not involved.
26. I am not aware of exact dates and therefore cannot say whether by 12th March 2009 the good faith negotiation period between Sony and BCCI had expired. I am not aware if Sony around that time was preparing to undertake court proceedings against BCCI in case their settlement agreement was not accepted by BCCI.
27. Sony contract was terminated by BCCI on the evening of 14th March 2009. Till termination of Sony Contract the key person interacting with IPL was Mr. Andy Kaplan. After termination it was four people who were negotiating with the BCCI namely Man Jit Singh, myself, Sneha Rajani and Ashok Nambissan. Mr. Andy Kaplan was not removed but since he was in Los Angeles and we were in India we have started negotiating with IPL. Prior to 14th March 2009 also Mr. Andy Kaplan was not based in India. I cannot comment on your suggestion that it was Andy Kaplan's rigidity in dealing with BCCI that led to his removal from negotiations with BCCI as I have no knowledge.
28. I am not aware if immediately after termination Michael Lynton and Michael Grindon offered to negotiate terms to satisfaction of IPL to Mr. Modi. I am not aware if they asked for a meeting of Sony executives with Mr. Modi on 15th March 2009. Some members of the Board of MSM Singapore had discussed with us that we may want to meet Mr. Modi. I don't recall today as to who was the particular member of the Board.
29. Mr. Manjit Singh was already in Delhi. Myself and Sneha Rajani had arrived early morning on the 15th March 2009 in Delhi and we had sought for the meeting with Mr. Modi. It must have been around 9 to 9.30 am that we would have requested for the meeting. At the time we sought the meeting with Mr. Modi we did not inform him that Sony was simultaneously moving the judge's house for listing of matter seeking injunction against BCCI. It was a simple request for a meeting. Ashok Nambissan was in Mumbai and

he was co-ordinating Sony's petition against BCCI seeking injunction. I have no personal knowledge if Michael Lynton and Michael Grindon were also in touch with Mr. Modi to negotiate a settlement. I am not aware while they were asking for negotiations they did not disclose that Sony was also approaching the court against the BCCI.

30. It is correct that in the first half of the day on 15.3.2009 Sony secured an injunction order against BCCI in the Bombay High Court. We met Mr. Modi on the evening of 15th March 2009. I don't have personal knowledge whether on the afternoon of 15th March 2009, copy of WSG (M) and BCCI agreement dated 15th March 2009 was served by BCCI counsel in Delhi to Sony's counsel. It is correct in terms of agreement dated 15th March 2009 WSG Mauritius got India subcontinent Media rights. When we met Mr. Modi in the evening of 15th March 2009 we knew that WSG M had the Indian rights for IPL. We were also informed of that by Mr. Modi.
31. We were informed that India rights were with WSGM and therefore we should talk to WSGM and thereafter we started negotiating with WSGM. On behalf of Sony it was Man Jit Singh, myself and Sneha Rajani who were negotiating and on behalf of WSG it was Venu Nair and Andrew Georgio who were negotiating. It was informed to us that an agreement with NDTV had been reached by WSGM.
32. It is correct that Sony moved an application on 16th March 2009 in the Bombay High Court that BCCI should be enjoined from implementing agreement dated 15th March 2009 with WSGM. I am not aware Sony also wanted the BCCI to be restrained from appointing a broadcaster under the 15th March 2009 agreement.
33. **Question:** Why did Sony move application seeking injunction against BCCI on 15th March 2009 when it was already negotiating with WSGM / BCCI.
34. **Answer:** I do not recollect the complete facts and if required I will answer this query in the next session.
35. I am aware to counter Sony's application on 16th March 2009, BCCI approved a list of broadcasters for WSGM and a template of sublicense agreement. I will confirm on the next session whether a copy of the list of broadcasters and templates of license agreement were supplied to counsels of Sony on 16th March 2009.

36. It is correct in the Court litigation Sony wanted implementation of the MRLA dated 21st January 2008 and not subsequent negotiation with BCCI as Sony had challenged the termination of the agreement dated 21st January 2008. Sony had challenged the termination but I don't recall whether Sony had challenged on the ground of malafide or that BCCI wanted more money from the Sony contract.
37. To the best of my knowledge on 16th March 2009 also Sony held meetings with WSGM. The meetings on 16th March 2009 took place in Mumbai. From Sony's side Man Jit Singh, myself and Sneha Rajani attended the meeting and from WSG side Venu Nair and Andrew Georgio attended the meeting. I don't recall if Ashok Nambissan has attended the meeting. Before the meeting we were told that Sony will have to match the license fee payable by WSGM to BCCI and since WSG M had those rights, to relinquish those rights they had to be compensated. Sony had not taken any definitive stand in that meeting as these were initial conversations. We were reporting these discussions to Board members including Mr. Andy Kaplan but I don't remember other names. Andy Kaplan might have been reporting these discussions to his superiors including Michael Lynton. We were communicating to Mr. Andy Kaplan by phone. At that stage we did not record any deal / discussion points by way of mail to the Board members. To my recollection these were telephonic conversations therefore there is no document in record of what transpired in the meeting between Sony and WSGM on 16th March 2009. Ashok Nambissan was looking after the legal framework of negotiations from Sony and from the side of WSGM it was Mr. Andrew Georgio who was looking after the legal negotiations.

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Note: The cross examination of Mr. N.P. Singh started at 6:00 p.m. and continued till 9:00 p.m. The cross examination remained inconclusive and shall continue on 10.1.2012 and 11.1.2012 at 6:00 p.m. at Mr. N.P. Singh's office in Malad, Mumbai.

The aforesaid statement has been read by me and I accept it to be accurate.

(N.P. Singh)

Date: 13th December 2011

ARUN JAITLEY JYOTIRADITYA SCINDIA CHIRAYU AMIN
BEFORE THE DISCIPLINARY COMMITTEE, AT HOTEL TAJ PALACE, NEW DELHI

Date: 10th January 2012

BCCI WITNESS NO.7

Mr. N.P. SINGH

X X X

Cross Examination of Mr. N.P. Singh by Mr. S.S. Hora, Advocate on 10th January
2012 at 6:00 p.m. at Mumbai

1. I have not found out if **BCCI W7/1** the letter dated 13th January 2008 written by Rakesh K. Agarwal was in fact written to Board members of MSM. I had sent the correction statement of my cross examination dated 12th December 2011 and 13th December 2011 only to BCCI and the lawyers marked in the mail. I did not send these statements to Manjit Singh, Ashok Nambissan or anybody else in MSMS or MSM. I discussed the statements that I had made and am about to make with Ashok Nambissan.

2. I had not shown my earlier cross examination to Ashok Nambissan. I have made some factual changes in my statements based on my discussions with Ashok Nambissan.

3. **Question:** Was the change in para 7 of statement dated 12th December 2011 made at the instance of Ashok Nambissan?

Answer: It came in our discussions and I checked the agreement and therefore I inserted the said change.

4. **Question:** Was the change in para 24 of your cross-examination dated 13th December made at the instance of Ashok Nambissan?

Answer: The change in this paragraph was not made at the instance of Ashok Nambissan but by myself as I recall that I had mentioned that there are also other sources of revenue for international broadcasters.

5. **Question:** Was the change in para 30 of your cross-examination dated 13 December made at the instance of Ashok Nambissan?

Answer: I just corrected the English.

6. I deny your suggestion that the changes were made on advice of BCCI and MSM as the earlier version was unhelpful to them. In MSM I had discussed with Ashok Nambissan. I have had no discussion with BCCI in this regard at all.

7. I have still not verified whether copy of list of broadcasters and template of sub-license agreement were supplied to counsel of Sony on 16th March

2009. Since only preliminary discussions had started with WSG Mauritius it was thought prudent to concurrently take legal recourse when Sony sought injunction against approval of broadcasters/sub-licensees of WSG from BCCI.

8. Of the discussions which took place with WSGM on 16th March 2009 I do not recall if the Sony team which was negotiating had sent any email communication to MSMS Singapore or Los Angeles. There were only telephonic briefings. To my recollection there were no exchange of mails between the Sony negotiating team and the WSG Mauritius team which was participating in negotiations on 16th March 2009.

9. It is correct that negotiations with WSG Mauritius also continued on 17th March 2009. On behalf of MSM it was Manjit Singh, Sneha Rajani and myself. On behalf of WSG Mauritius it was Venu Nair and Andrew Georgiu. These negotiations took place at Taj Lands End at Bandra. If I recall correctly, since we were informed that rights were with WSG Mauritius, we wanted direct rights from BCCI and WSG Mauritius wanted to be compensated for relinquishing their rights in favour of Sony for Indian Sub-Continent. The financial figures which were discussed are company confidential information and I cannot divulge them. The discussions may have lasted 4, 5 or 6 hours. I do not remember exactly how long. If I recall correctly we arrived at a broad consensus on the compensation that would be paid to WSG Mauritius in case they relinquish rights in favour of Sony for Indian Sub-Continent. This consensus on the financial compensation was also intimated to some of the MSMS Board members by the negotiating team. The Board members broadly gave a go ahead to the financial compensation to be paid to WSG Mauritius by MSMS. Based on my recollection it was communicated to Andy Kaplan and Michael Grindon. To the best of my recollection this communication was over telephone and not by email. I don't think that any memo or minutes of the meeting with WSG Mauritius were maintained at Sony's end. I don't recall if any mail exchanges took place between Sony and WSG Mauritius on this meeting.

10. I don't recall if WSG Mauritius under its agreement with BCCI of 15th March could only appoint a sub-licensee and not a direct licensee. It is correct that Sony wanted a direct licensee and not a sub-licensee.
11. I have no personal knowledge if under the template sub-license agreement given to WSG Mauritius it could have charged sub-license fee from a prospective sub-licensee. We were also informed by WSG Mauritius that they were talking to other broadcasters for sub-licensing their rights but I don't have the details and therefore cannot say if they were in negotiations with ESPN-Star and NDTV. Since financial figures are company confidential information I cannot disclose what WSG wanted from Sony if it were to cede its rights in favour of Sony.
12. These are matters of company legal strategy therefore I may not have all the details if Sony moved an application in Bombay High Court that no extension should be granted to WSG Mauritius after 72 hours on which its agreement would have lapsed. I am aware that WSG Mauritius was to find a sub-licensee for India within 72 hours of the agreement as per its agreement dated 15th March 2009.
13. I can't comment whether if WSG Mauritius agreement had lapsed Sony's claim for interim relief of injuncting BCCI would have become stronger as this is purely speculative.
14. We were informed that BCCI had been issuing extension letters in favour of WSG Mauritius so that WSG Mauritius' agreement can remain alive. I am not aware that these extension letters were also filed in Court and copies of them were given to Sony's lawyers.
15. It is correct that negotiations between Sony and WSG Mauritius continued on 18-3-2009. Manjit Singh, myself, Sneha Rajani and Ashok Nambissan participated from Sony's side. From the side of WSG Mauritius Andrew Georgiu and Venu Nair participated. If I recollect correctly it was the broad terms of the agreement that Sony would enter into with WSG Mauritius

that was being discussed that day. From the Sony's side Ashok Nambissan and lawyers from Los Angeles were tasked with drafting the agreement and from WSG Mauritius' side Andrew Georgiu was looking into drafting aspects of the agreement. The lawyers from Los Angeles were not physically present here. The entire thing was being coordinated on phone. There would have been exchange of mails between Sony negotiating team and these lawyers. I don't recall any memo or minutes of the meeting prepared at Sony's end. The mails are matter of company's internal record and the same is company confidential information and therefore I cannot produce them.

16. It should have been the case that by 18/19th March 2009, Sony and WSG Mauritius had reached an understanding between them. I do not recall if pursuant to those discussions Sony agreed that if BCCI enters into direct agreement with them, it would drop the petition in the High Court and claims against BCCI.
17. I cannot say if Sony's lawyers contacted BCCI's lawyers on 18th march 2009 to settle consent terms to be filed in Bombay High Court as I was not involved in that process. Ashok Nambissan was instructing the lawyers appearing in Court for Sony. I have no idea about any settlement terms to be filed in court between Sony and BCCI.
18. The commercial terms were agreed in principle between MSMS and WSG Mauritius on 18/19th March 2009 and to the best of my recollection broad terms of agreement were also discussed. The agreement was signed much later.
19. I have no recollection when the first draft agreement was exchanged between Sony and WSG Mauritius. I cannot say when the first draft agreement was sent by lawyers in Los Angeles. I will try and get the date when the first draft agreement was exchanged between Sony and WSG Mauritius and will let you know. I will not be able to produce those draft agreements because they are company confidential information.

20. The advertisers were aware that Sony agreement had been terminated by BCCI. There was much confusion as to with which broadcasters they should book their advertisement for IPL. To my recollection Ajit Verghese is MD of Maxus which is an ad agency. Vikram Sakuja is CEO of Group M. I am aware of BCCI W4/82 and BCCI W4/83. I was not copied on these emails. I was informed of them by my colleagues. By these mails Mr.Modi had informed the advertisers on 19th March 2009 that all was resolved with Sony.
21. By 19th March 2009 Sony's representatives had had a meeting with Mr.Modi. To the best of my recollection WSG Mauritius had informed the BCCI that they wanted to relinquish their rights so that Sony could have direct license with BCCI for India rights. I am aware of BCCI W4/84 which is a mail written by Mr.Modi to Sony's representatives and BCCI lawyers. I am not copied on this but I was informed by my colleagues. I have a vague recollection that Sony and BCCI lawyers were requesting the Judge not to give the judgment as the parties were arriving at a settlement.
22. Nick Fitzpatrick from DLA Piper was a lawyer was advising Sony. Sony's lawyers in Los Angeles and Ashok Nambissan were instructing Nick Fitzpatrick in respect of BCCI - Sony agreement. Ted Strong was one of the lawyers advising from Los Angeles. I do not recall if Nick Fitzpatrick was also involved in Sony – WSG Mauritius agreement.
23. I have no knowledge if Nick Fitzpatrick had sent a draft agreement to WSG Mauritius to forward it to BCCI. I have no knowledge of BCCI W4/85. The termination clause had been drafted by Sony's lawyers. It would not be correct to say that Sony wanted a non-terminable contract but Sony wanted a clearly defined termination clause. To my recollection the termination clause drafted by Sony's lawyers was not acceptable to BCCI.
24. The reason why Sony wanted redrafting of the termination clause was to have complete clarity on the grounds on which termination can be done. Whether the negotiations were being done on "without prejudice" basis by

Sony reserving its rights in High Court matter, is a matter of legal strategy and I would not have complete knowledge as I was not involved in that process.

25. There was a stage when it reached impasse in respect of termination clause between Sony and BCCI. A meeting was organized to resolve the drafting issue regarding termination clause with Paul Manning but I do not recall who arranged it. On seeing BCCI W4/86 I recollect that WSG organized that meeting. On 19th March 2009 the meeting was organized at J.W.Marriot. Manjit Singh, Sneha Rajani, myself and possibly Ashok Nambissan from Sony. Venu Nair and Andrew Georgiu from WSG and Paul Manning who was acting on behalf of BCCI participated in that meeting. It was a preliminary discussion on the draft of BCCI – Sony agreement. I don't recall if both the drafts of Paul Manning and Nick Fitzpatrick were discussed in that meeting. To my recollection the memo or minutes of the meeting were not prepared at Sony's end. There was communication with lawyers in Los Angeles but I don't recall the mode of communication. It is correct that in that meeting no resolution on the termination clause of the contract could be reached between Sony and BCCI. To my recollection it was a preliminary meeting to go over the drafts.
26. It is correct that other than outstanding issues post 19th March 2009 between BCCI and Sony, there were no outstanding major commercial issues between Sony and WSG Mauritius as we had in principle reached an understanding. By then Sony and WSG Mauritius may have exchanged drafts to finalize their understanding and that is something I will check it and let you know tomorrow. There may have been exchange of mails between Sony and WSG during this period pertaining to Sony – WSG agreement and Sony – BCCI agreement. I cannot place those mails on record as the same are company confidential information. I deny your suggestion that I am deliberately withholding correct facts from the Committee. I deny your suggestion that I am not producing emails/agreements as that would be unhelpful to BCCI's stand.

27. I am aware that Mr.Modi had sent a mail to Sony, WSG and BCCI's lawyers that Sony's insistence on the termination clause was not acceptable. I was not copied on BCCI W4/87 but I was made aware of such mail by my colleagues. I will not be privy to the information if BCCI instructed its lawyers to ask the court to give judgment on merits rather than on the basis of a compromise.

28. It is correct that for resolving the issue of termination clause between BCCI and Sony further meetings were held between Sony and WSG Mauritius. I cannot recollect how many rounds of meetings took place between Sony and WSG for resolving contractual drafting issues between BCCI and Sony. The attendees of the meeting were same as in earlier meetings from the side of Sony and WSG. At that time Manjit Singh might have gone to Los Angeles and might not have been present. No memo or minutes of the meeting were prepared though possibly there might have been emails exchanged between Sony representatives and Sony lawyers. I don't recall if any mails were exchanged between Sony and WSG Mauritius on the termination clause that Sony wanted. I cannot produce the emails exchanged with Sony's lawyers as they are company confidential information.

29. To my recollection WSG were trying to find a solution on the issue of termination clause between Sony and BCCI. I am not aware of BCCI W4/89. The annexed termination structure, to the best of my recollection was not proposed by Sony. There were so many conversations at that time that I do not recollect now if it was WSG's idea.

30. There may have been a meeting on 20th March 2009 between Sony and WSG on drafting issues of Sony – BCCI's agreement. I cannot recall if Sony asked WSG to get a meeting organized with BCCI on 20th afternoon at Taj Lands End. As this is a matter of legal strategy and I was not involved I cannot say if Sony instructed its lawyers in Bombay High Court to seek deferment of Judge's decision as settlement talks were going on.

31. I cannot answer your question if Sony wanted to negotiate with BCCI keeping the sword of court litigation upon it as it is purely speculative.
32. In the Taj Lands End meeting BCCI may have been represented by Paul Manning. Sony may have been represented by Sneha Rajani, myself and Ashok Nambissan and WSG may have been represented by Andrew Georgiu and Venu Nair. No memo or minutes of the meeting was recorded. There might have been emails between Sony representatives and Sony's lawyers. I cannot produce them as they are company confidential information.
33. I do not have knowledge if WSG was also in negotiations with ESPN-Star and NDTV and I cannot say this was due to impasse in drafting issues between Sony and BCCI.
34. To my recollection Sony gave a termination structure to BCCI through Paul Manning. I do not recall who prepared the termination structure at Sony's end but should have been prepared by team here and Sony's lawyers. I cannot produce the emails exchanged between Sony and its lawyers as it is company confidential information.
35. It is correct that direct license of Sony with BCCI was only possible if WSG Mauritius had no subsisting India rights. In fact WSG Mauritius was to relinquish its rights in our favour.
36. I cannot answer your question because I do not know the exact nature of sub-licensee agreement and therefore cannot say that if WSG Mauritius would have sub-licensed India rights and its sub-license fee was not paid it could have terminated the sub-licensee.
37. The negotiations between Sony, WSG and BCCI continued on 21st March 2009. To the best of my recollection those negotiations were held in Taj Lands End. Except Manjit Singh other persons who had earlier participated on behalf of these entities participated in these negotiations. To the best

of my recollection no memo or minutes of the meeting was recorded. There might have been emails between Sony representatives and Sony's lawyers. I cannot produce them as they are company confidential information.

38. On 22nd March 2009 Paul Manning had prepared a Sony license agreement with BCCI. I cannot say if that was the final version. Clause 10.4 of the draft agreement sent by Paul Manning as shown to me, indicated that upon WSG's notice to BCCI, BCCI was required to give notice and on failure to comply, terminate the Sony agreement. I don't have complete recollection of the clauses which were being disputed between BCCI and Sony and therefore cannot say if clause 10.4 was not a disputed clause between Sony and BCCI.
39. It is correct that there were issues which Sony had with BCCI on the number of franchises that BCCI can increase. I will not be able to comment as to the reason behind Sony's reservation on increase of number of franchises as that is company confidential information. Therefore, I would also not like to comment as to whether the reason was that Sony did not want to make pro rata payment for additional matches resulting from additional franchises.
40. I do not recollect if after Paul Manning's draft of 22nd March 2009 went out, Sony did not want the number of teams to be increased to ten. There were some discussions round the fact that Mr.Modi wanted liberty with IPL to add on numbers of franchises.
41. When Paul Manning had circulated his draft on 22nd March 2009, the Sony – WSGM agreement may also have been ready by then but I do not have exact recollection when it was finalized.
42. I do not recall whether there had been further exchange of mails between 19th March to 22nd March regarding Sony –WSGM agreement. There could have been mails between Sony and WSG's lawyers. I cannot provide a

comprehensive list of dates when mails might have been exchanged between Sony and WSGM with regard to their inter se agreement. I cannot provide copies of those mails as they are company confidential information.

43. It is correct that on 23rd March 2009 injunction was refused by Bombay High Court to Sony. It is correct that injunction was refused because third party rights had been created. I cannot comment if there was any arbitration agreement between Sony and WSG Mauritius as on 23rd March 2009 as I have no personal knowledge. I cannot comment if WSG Mauritius was not made party to the proceedings as I have no personal knowledge.
44. I was not involved with the legal strategy and therefore cannot say if after the Court's order Sony was contemplating filing a civil suit against both BCCI and WSG Mauritius. I also cannot say if Sony was contemplating to file an appeal.

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The aforesaid statement has been read by me and I accept it to be accurate.

(N.P.Singh)

Date: 10th January 2012.

Note: The cross examination of Mr. N.P. Singh started at 6.00 p.m. and continued till 9.00 pm. The cross examination remained inconclusive and shall continue on 11.1.2012 at 6.00 p.m. at the same venue.

ARUN JAITLEY YOTIRADITYA SCINDIA CHIRAYU AMIN

BEFORE THE DISCIPLINARY COMMITTEE, AT HOTEL TAJ PALACE, NEW DELHI

Date: 11th January 2012

BCCI WITNESS NO.7

Mr. N.P. SINGH

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**Cross Examination of Mr. N.P. Singh by Mr. S.S. Hora, Advocate on 11th January
2012 at 6:00 p.m. at Mumbai**

45. Inputs to the Sony's litigation team were being given by Ashok Nambissan, MSM's general counsel as on 23rd March 2009. I am not aware as to what were the instructions given to Sony's litigation team by Ashok Nambissan after the orders came to be passed by the Bombay High Court on 23rd March 2009. Since I was not involved with the litigation team I cannot say what course of action was suggested by Sony's litigation team to MSM.
46. To my knowledge on or around 23rd March 2009, Mr.Modi left for South Africa in connection with organizing the IPL-2.
47. It is correct that on 23rd March 2009, Sony, with which WSGM had been negotiating BCCI-Sony contract, could not bring contractual clauses to a closure.

48. It is correct that as of 23rd March 2009 as there was no signed agreement with BCCI, Sony did not have any media rights of IPL.
49. At that stage there was lot of confusion amongst advertisers as it was not clear whether Sony had IPL media rights or not. After Mr.Modi's mail of 19th/20th March 2009, there were some ad agencies which were in touch with Sony for booking ads for IPL but nothing concrete had emerged out of it. At this late stage it is not fair for me to give an opinion as to whether BCCI should have informed the advertising agencies that as on 23rd March 2009 they had not executed an agreement with Sony to dispel the confusion in the mind of advertisers considering the mails of 19th/20th March 2009. As per information given to us at that time, we were of the belief that as on 23rd March 2009, WSG Mauritius had IPL rights. As of 22nd March 2009, as per our knowledge, the rights of IPL were with WSG Mauritius. As of 23rd March 2009 when the judgment came, we were of the belief that the rights were with WSG. It is correct that if the rights were with WSG Mauritius, they could have sub-licensed the rights to other broadcasters.
50. I cannot comment on any issues that MSMS Board might have had in taking the number of franchises to ten. I cannot comment on the proceedings or discussions in the Board of MSMS and therefore cannot answer your question if there was any reservation in the Board to agree to BCCI's demand of increasing franchises to ten. I have no personal knowledge and therefore cannot comment on your suggestion that MSMS Board members were opposing increased payout to BCCI in the new agreement and for the same reason I also cannot comment on your suggestion that they were opposing increase of number of franchises from existing eight.
51. I do not have personal knowledge and therefore cannot say if Michael Grindon called Mr.Modi when he landed in South Africa and agreed to BCCI's demand of terminable contract and addition of teams to ten. To the best of my recollection Sony agreed on 24th March 2009 for increase in the number of franchises to be capped at ten. At this stage I cannot speculate if this was because Sony felt that Mr.Modi would not water down his stand

on increase in number of teams. The reason why Sony agreed to BCCI's demand of increasing the number of franchises is internal record and proceedings of the Company and are company confidential information and therefore I cannot disclose the same. It is correct that finally an agreement with BCCI was reached on 25th March 2009.

52. I have not had the complete details but in respect of the first draft exchanged between Sony and WSG Mauritius in respect of their agreement the dates were either 20th or 21st of March of 2009. I did not check whether on these dates the drafts were sent by Sony's lawyers or WSG's lawyers. As a matter of practice these records are not shared being company confidential information. I cannot speculate on what prejudice would be caused to MSM/MSMS if these drafts are shared by me. I have no knowledge of how many drafts were exchanged in this period between Sony and WSG Mauritius.
53. To my recollection there were discussions held between Sony and WSG Mauritius in respect of Sony-BCCI agreement and also Sony-WSG agreement on 21st, 22nd, 23rd, 24th and 25th March 2009. In these meetings myself, Sneha Rajani, Ashok Nambissan participated on behalf of Sony and Venu Nair and Andrew Georgiu participated on behalf of WSG Mauritius. No memo or minutes of these meetings were prepared though possibly there might have been emails exchanged between Sony representatives and Sony lawyers. I don't recall if any mails were exchanged between Sony and WSG Mauritius on the drafting issues of Sony-BCCI agreement. I cannot produce these emails as they are company confidential information.
54. There were multiple conversations we had with WSG at that point in time and it is virtually impossible for me to recall all these conversations and therefore I cannot today recall if Venu Nair's mail to Mr.Modi on 24-3-2009 (BCCI W4/94) correctly records Sony's request for BCCI communicated to WSG.

55. I agree that the amounts receivable by BCCI under the old Sony contract grew considerably under the new Sony contract with BCCI.
56. I do not recall if post execution of the new agreement between Sony and BCCI, WSG asked Sony to withdraw the case it filed against BCCI. To the best of my recollection Sony withdrew the litigation filed by it against BCCI in Bombay High Court but I do not know the exact date when it was withdrawn.
57. I am not involved in preparing legal documentation and therefore cannot say if in 2008, WSG had assisted MSM in finalizing BCCI-MSM contract.
58. **Question:** How did MSM get the first MSM-BCCI contract when WSG had won the bid?

Answer: I have already answered this question on 11th December 2011, and I have nothing further to add.

59. **Question:** Would you agree that WSG played a pivotal role in MSM getting the direct agreement from BCCI in 2008?

Answer: WSG did play a role in MSM getting direct agreement from BCCI – whether its role was pivotal or not - I cannot say.

60. **Question:** Is it also correct that WSG had assisted MSM in finalizing the BCCI-MSM agreement of 25th March 2009?

Answer: Yes. As I said before WSG was involved in most of the meetings.

61. I agree that WSG had assisted MSM in closing issues with regard to direct license agreement with BCCI including issues of termination provisions and addition of number of teams.

62. **Question:** Is it correct that these assistances given by WSG were defined as facilitation services given by WSG in the Deed for provision of Facilitation Services?

Answer: It is a matter of record that WSG had assisted MSM in finalizing the BCCI-MSM agreement dated 25th March 2009.

63. **Question:** Is it correct that facilitation fee by Sony under the Deed was to be given to WSG Mauritius in lieu of facilitation services provided by it?

Answer: It is correct that facilitation fee was to be given for the services defined in the agreement.

64. **Question:** Can you point out anywhere in this Deed that in lieu of WSG relinquishing its rights, Sony was paying facilitation fees?

Answer: Off hand on seeing the Deed, I can't find any such specific provision.

65. **Question:** Is it correct that rather than representing that as on the date of the Deed WSG had Indian Sub-Continent rights, WSG had represented that it had no such rights?

Answer: On seeing the document, Clause 7.2(g) states that WSG's agreement had been mutually terminated by BCCI-WSG Mauritius, and therefore, it shows they had relinquished their rights.

66. To the best of my knowledge the signature on the Deed appears to be that of Michael Grindon on behalf of MSMS. On 25th March 2009, Michael Grindon would have signed this Deed in Los Angeles. I was not present when this Deed was executed.
67. It is correct that post March 2009, MSMS had IPL media rights for Indian Sub-Continent for full term rather than year one to five. It is correct that if MSMS would have exercised the option for full term under the earlier agreement, it would have paid WSG 25 Million USD as Option Fee and upto 35 million USD on TAM related payment subject to some conditions.
68. The amount that was paid by MSM to WSG Mauritius in 2009 was paid as per the facilitation service deed. The amount was Rs.125 crores. I cannot say if it amounted to 25 million USD as I do not know the exchange rate of that date. I don't remember if under the first Sony-BCCI agreement the USD rate was fixed at Rs.50/- per USD.
69. I do not recall if the decision to pay the facilitation fee was approved by Board of MSM or MSMS.
70. **Question:** Was this Deed of facilitation approved by any Director of MSM/MSMS?

Answer: The Deed was signed by a Director of MSMS and to the best of my knowledge the signature appears to be that of Michael Grindon.

71. I have no personal knowledge if authorization to sign the Deed was given to Michael Grindon.
72. **Question:** Can you find out whether MSMS Board had approved signing the facilitation Deed or whether Michael Grindon had been given proper authorization?

Answer: These are matters of Board records and are company confidential information and therefore I cannot give answer to this question. Since these are company confidential information I also cannot provide copies of the same.

73. **Question:** Who were the key persons in MSMS who took the final decision to pay WSG Mauritius facilitation fees?

Answer: The decision was made in Los Angeles by Directors of MSMS based there and I have no personal knowledge of who specifically made this decision. The directors based in Los Angeles were Michael Grindon and Andy Kaplan. I do not recall the date on which such decision was taken to pay facilitation fee to WSG Mauritius.

74. **Question:** In the drafts of Deed of facilitation services prepared around 20th/21st March 2009, what date was mentioned as the date of WSG Mauritius agreement with BCCI?

Answer: I do not recall the date of WSG-BCCI agreement mentioned in the drafts of 20th/21st March 2009, but to the best of my recollection the only agreement at that time was dated 15th March 2009.

75. **Question:** Which side – Sony or WSG, while drafting facilitation Deed, put the date of 23rd March 2009 as the date of WSG agreement?

Answer: I do not remember.

76. **Question:** Can you produce the email containing the draft facilitation Deed which for the first time carried date of WSG agreement as 23rd March 2009?

Answer: The emails are company confidential information and I cannot produce the same.

77. **Question:** Did Michael Grindon feel he was suffering from any misrepresentation when he signed the facilitation Deed?

Answer: I cannot answer what Michael Grindon felt when he signed the facilitation Deed.

78. **Question:** Has Michael Grindon in any email/written communication explained to MSMS Board that he signed the facilitation Deed under misrepresentation?

Answer: I have no personal knowledge of communications between Board members and therefore I cannot comment on this.

79. **Question:** Can you find out from MSMS if such a communication was received?

Answer: I have no access to communication between Board members and therefore cannot find out if such a communication was received from Michael Grindon.

80. I cannot also ask Michael Grindon because he no longer works with Sony. There is a Company Secretary to the Board of MSMS. I will not be able to find out from Company Secretary regarding such communication. I will not make such requests because this is company confidential information and I cannot divulge it.

81. **Question:** I put it to you that WSG agreement was of significance only to note that WSG agreement was not in force on the day of execution of facilitation Deed and therefore the date of WSG agreement was in any case immaterial

Answer: I do not understand the question.

82. **Question:** When did Sony come to know that the date of 23rd March 2009 as the date of WSG agreement mentioned in the facilitation Deed is incorrect?

Answer: It was around April 2010 that MSM came to know that no agreement was executed on 23rd March 2009.

83. **Question:** Was it before the end of IPL-3 or at the end of IPL-3?

Answer: I do not remember.

84. **Question:** Is it correct that WSG's stand had been that the date on the facilitation Deed of WSG agreement is a misprint and that Sony knew that the date of agreement is 15th March 2009?

Answer: This matter is sub-judice. Therefore I cannot comment on it.

Per Disciplinary Committee: The witness has given the answer which is obviously not to the satisfaction of Mr.Hora. Mr.Hora will be within his rights to argue on the implication of the answer/non-answer.

85. The Option Deed has been signed on behalf of MSMS by Kunal Das Gupta and witnessed by Ashok Nambissan. It is correct that under the Option Deed Sony was required to pay WSG on exercise of its option amounts mentioned in the Deed.
86. **Question:** Would you say that these amounts payable to WSG were in fact payable by Sony to BCCI?

Answer: As per the Deed the amount is payable to WSG and not to BCCI.

87. Sony was required to provide 150 second of promotional FCT to IPL for promoting its format. Sony was obliged to telecast the promotional content provided by IPL. It is correct that for IPL-3 Mr.Modi wanted 150 second FCT to be commercially exploited by IPL to earn ad revenue. Sony was entitled to 2600 second FCT per match. To the best of my recollection this FCT of Sony was to be exploited between the overs and during the breaks and also on the fall of wickets. IPL did not communicate to us that they wanted to exploit 150 second FCT commercially by inserting ads inbetween the balls, but that is what they did.

88. It is correct that Sony felt that 150 second commercial exploitation of FCT by IPL was damaging to its business. Sony felt that if IPL commercialized 150 seconds FCT it would impact the sales made by Sony of its FCT. Sony had expressed its reservation to BCCI-IPL on this issue.
89. **Question:** Was Mr. Modi insistent on revenue generation through sale of 150 seconds FCT in January 2010?

Answer: At that time we were told that there were large screens on the ground which carried advertisement and as a part of the world feed the cameras would focus on the large screens carrying advertisements.

X X X

The aforesaid statement has been read by me and I accept it to be accurate.

(N.P.Singh)

Date: 11th January 2012.

Note: The cross examination of Mr. N.P. Singh started at 6.00 p.m. and continued till 8.30 pm. The cross examination remained inconclusive and shall continue on such dates as may be intimated by the Disciplinary Committee.

ARUN JAITLEY JYOTIRADITYA SCINDIA CHIRAYU AMIN

BEFORE THE DISCIPLINARY COMMITTEE, AT ITC MAURYA, NEW DELHI

Date: 27th March 2012

BCCI WITNESS NO.7

Mr. N.P. SINGH

X X X

**Cross Examination of Mr. N.P. Singh by Mr. S.S. Hora, Advocate on 27th March
2012 at 6:00 p.m. at Hotel Westin, Mumbai**

90. I would not recall if it was in January 2010 or February 2010 when the discussions to show 150 seconds FCT by BCCI started. There were not elaborate discussions but the persons participating were myself, Mr.Manjit Singh, Mr.Ashok Nambissan from the side of Sony and Mr.Lalit Modi from BCCI. By not elaborate discussion I mean that there were not multiple meetings but a few meetings.
91. I have no recollection if in the last week of January 2010 Paul Manning circulated an amendment agreement to the Sony agreement of March

2009. I don't recollect if March 2009 agreement between Sony and BCCI was sought to be amended when FCT discussions were on.

92. It is correct that Sony understood that 2600 seconds airtime meant that it was to be consumed during the match (from the first ball to the last ball of the match). IPL understood it to mean that 2600 seconds exploitation was during the commencement of the world feed and end of the world feed. I am not sure if the world feed started 10 minutes prior to the match or ended 10 minutes after the match.
93. I don't recall if based on the discussions that we had, Paul Manning circulated an amendment agreement. It is correct that Sony was disputing IPL position that 2600 seconds was during the feed.
94. It is correct that Sony's position was that IPL could exploit 150 second FCT only after Sony had exploited 2600 seconds of FCT. When I said 150 seconds above, I mean for the purposes mentioned in the agreement and not for commercial exploitation.
95. It is not correct to say that Sony had agreed for exploitation of 150 second FCT on commercial basis at that point. What was agreed in principle at that time was that the world feed cameras could pan on the large video screens on the grounds which might be carrying commercials. This happened in the brief discussion that we had with Mr.Modi.

96. I do not recall that it was our understanding that IPL could use 150 second FCT to show commercials from the large screens rather than only promotion of IPL. By panning on the large screens what Sony thought was that audio will not go through and only video will go through and therefore Sony did not object to panning on the large video screens.
97. At this stage I do not recall if IPL wanted to insert ads in to the world feed. It would be correct to say that Sony essentially wanted a clean feed apart from the DLF IPL Logo which was as per the terms of Sony agreement. It is correct to say that in the Sony feed commercials are inserted in Singapore and for that commercials are sent in advance.
98. I cannot recall if BCCI IPL wanted to sell airtime and that Sony was objecting to the same. It is correct that the sale of airtime by IPL would have required release orders and would have resulted into parallel release orders for IPL.
99. It is correct that during that period Sony wanted amendment in respect of miscues and bank guarantee format. But it is incorrect to say that it was in lieu of IPL being allowed to exploit 150 seconds FCT.
100. **Question:** Is it correct that Sony wanted amendment in the breach clause of the agreement in a manner that the same should not apply to a miscue?

Answer: I do not recall the exact discussion but what I can recall is that Sony did not want any miscues by the world feed producers resulting in breach provisions in the Sony BCCI agreement being triggered as it would not have been Sony's fault.

101. **Question:** Is it correct that Sony wanted to amend the payment date of additional license fee for extra matches and not pay the same in full before first match of the season?

Answer: There were some discussions about that.

102. On seeing BCCI W4/25 the witness says that IPL was reluctant to agree to change breach provisions even on account of miscues. On reading of the document now I confirm that IPL wanted that as far as bank guarantee clauses were concerned, Sony should confirm to the form approved by it.

103. **Question:** Why was Sony uncomfortable with bank guarantee provision?

Answer: I do not recall the exact concern that Sony had for the bank guarantee format that IPL wanted Sony to use.

104. I do not recall the exact dates but there were discussions between Sony and BCCI in respect of outstanding issues. I do not recall now if there was a meeting again between IPL and Sony on this issue.

105. **Question:** I put it to you that on 23rd February and 24th February 2010, discussions took place between Sony and BCCI in which it was agreed in principle that IPL could exploit commercially 150 seconds FCT?

Answer: I do not recall the exact discussion at that point of time. However, reading of Exh. BCCI W4/27, indicates that Sony's understanding was that world feed cameras will pan on large screens on ground while commercials may be shown.

106. After reading Exh. BCCI W4/27, I agree that Sony wanted its bank guarantee amendment to be a part of the amended agreement.

107. I don't recall the dates and therefore cannot say if those dates were 26th and 27th February 2010 but discussions would have taken place on the issue of bank guarantee clause amendment which Sony wanted in the agreement.

108. After reading Exh. BCCI W4/27 I agree that IPL was opposed to changes in bank guarantee provisions as they considered Sony as a long term contract and wanted an effective bank guarantee.

109. I agree that Mr.Ashok Nambissan and Mr.Paul Manning were corresponding with each other on the issue of amendment agreement.
110. On seeing BCCI W4/27 internally IPL thought that bank guarantee clauses were critical to it as far as amendment was concerned but they did not say to us, they only rejected our proposal.
111. I don't recall if Sony agreed to 150 seconds commercial exploitation but wanted that they should not be given to one sponsor only.
112. **Question:** Is it correct to say that by 3rd March Sony acting through Mr.Ashok Nambissan and BCCI acting through Mr.Paul Manning had reached understanding on commercial exploitation of 150 seconds FCT and the only outstanding issue which Mr.Ashok Nambissan was in respect of the bank guarantee?

Answer: On seeing BCCI W4/31 I can say that Mr.Ashok Nambissan had responded to Mr.Paul Manning on the amendment agreement saying that he wish to review the agreement with the team and will reply to Mr.Paul Manning soonest on the amendments.

113. **Question:** Is it correct that the only issue highlighted by Mr.Ashok Nambissan was regarding the bank guarantee?

Answer: In the mail referred to above Mr.Ashok Nambissan had pointed out the issue on bank guarantee and had also stated that he will revert on the other amendments after discussions with the team.

The team which Mr.Ashok Nambissan referred to included Mr.Manjit Singh, Ms.Sneha Rajani and myself.

114. **Question:** Is it correct that the amendment agreement in the mail exchanged between Mr.Ashok Nambissan and Mr.Paul Manning provided that IPL could insert commercial dates in 150 seconds FCT but would not give the commercial airtime to a single advertiser?

Answer: While I cannot confirm that the above referred agreement was a part of the mail exchanged between Mr.Ashok Nambissan and Mr.Paul Manning, upon reading BCCI W4/31 I understand that this may have been the understanding.

115. At this stage I cannot recall that when Mr.Ashok Nambissan came to us as a team what did we decide. To my recollection such decision is not recorded either in any minutes or in the mail sent to our superiors or the Board of Directors.

116. It is difficult for me to now say who can recall as to the decision that we arrived at, at that point of time.
117. It is correct that during IPL 3, BCCI inserted commercials in the world feed which Sony was obliged to broadcast as it was a part of world feed as per the agreement.
118. Sony started selling the airtime for IPL 3 four/five months prior to the start of the tournament. I would agree that Sony's available FCT was at regular intervals as provided in the agreement. I cannot comment as to whether IPL's FCT depended on availability of opportunity to insert an ad.
119. It is correct that IPAN Hill and Knowlton is one of the PR agencies hired by Sony. Sony had made a press statement on 23-4-2010 through IPAN Hill and Knowlton on IPL broadcast rights. I cannot confirm if BCCI W4/70 is that press statement. I know Vinod Murty. He works for IPAN Hill and Knowlton. This press statement had been issued by him. I have no basis of doubting the genuineness of BCCI W4/70 but would still like to confirm the same.
120. The media release was drafted by our PR agency. The factual inputs were provided by the management team. The management team comprised of Mr.Manjit Singh, Ms.Sneha Rajani, Mr.Ashok Nambissan and myself.

121. **Question:** Is it correct that MSM's acquisition of IPL rights was done in an open and transparent manner and in keeping with applicable laws?

Answer: Yes, this is correct.

122. **Question:** Is it correct that there was no impropriety in acquisition of those rights?

Answer: Yes.

123. **Question:** Is it correct that after the Bombay High Court order only course open to MSM was to either sue BCCI for damages or try to secure rights back by commercial negotiations?

Answer: Yes.

124. **Question:** Is it correct that the aim of MSM was to secure India rights by paying the same amounts as was payable to BCCI by WSGM?

Answer: Yes.

125. **Question:** Is it correct that the aim of MSM was also to secure direct rights from BCCI rather than as a sub-licensee?

Answer: Yes.

126. **Question:** Is it correct that WSGM had India rights by virtue of agreement dated 15th March 2009?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

[Mr.Hora contends that the witness should be compelled to answer this question. Mr.Hora further contends that the witness has no privilege not to answer the question.

Per Disciplinary Committee: The Committee has no powers to compel a witness to answer a question. Needless to say Mr.Hora would be entitled to contend at the stage of arguments that a presumption be drawn on the basis of refusal to answer the question].

127. **Question:** Would you tell us what is subjudice and why would you not answer if it is subjudice?

Answer: I cannot comment on this.

128. **Question:** Would you agree with the portion marked A to B on BCCI W4/70 “WSG Mauritius agreement with BCCI dated 15th March 2009”?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

129. **Question:** Was this press statement ever retracted by Sony?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

130. **Question:** Is it correct that there is no mention of any WSGM agreement dated 23rd March 2009 in the press release?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

131. **Question:** Is it correct that MSM's facilitation fee was for original option fee of USD 25 million and additional fee for compensating WSG Mauritius for returning rights for IPL Seasons 2 to 10 to BCCI?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

132. **Question:** Is it correct that MSM had also eliminated the potential rating incentive of USD 35 million under agreement dated 21st January 2008?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

133. **Question:** Would you agree to what is mentioned in portion C to D, viz. "(a) The original option fee Rs.150 crores"?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

134. **Question:** Who told IPAN Hill and Knowlton that the date of WSG Mauritius agreement with BCCI was 15-3-2009 and not 23-3-2009?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

135. **Question:** I put it to you that Sony knew from the beginning that the date of WSGM agreement with BCCI was 15-3-2009?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

136. **Question:** I put it to you that the press statement dated 23-4-2010 shows that there was no confusion in Sony that the date of WSGM agreement was indeed 15-3-2009?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

137. **Question:** Is it correct that the payments made to BCCI and WSG Mauritius by Sony were in accordance with applicable laws?

Answer: Yes.

138. **Question:** Is it correct that those payments were made as per established international cross border banking norms and procedures?

Answer: Yes.

139. **Question:** Is it correct that MSM had received tax advice from external tax experts that transaction with WSGM did not attract Indian taxes?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

140. **Question:** Is portion marked E to F in BCCI W4/70, "MSM received Indian tax", factually correct?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

141. **Question:** Who were the tax experts who advised the firm. When was such advice sought?

Answer: This is a company internal matter and I would not like to comment on this.

142. **Question:** Who prepared the Case for Opinion on such advice?

Answer: This is a company internal matter and I would not like to comment on this.

143. **Question:** Can you place the advice received for case for opinion before the Committee?

Answer: This is a company internal matter and I would not like to comment on this.

144. **Question:** Is it correct that option was to be exercised by MSM latest by year 3 upon which USD 25 million was payable?

Answer: To my recollection yes.

145. **Question:** Is it correct that potential rating incentive payment was to be made at the end of year 5 if option was exercised?

Answer: Yes subject to some conditions.

146. **Question:** Is it correct that the negotiations with WSGM were very competitive because WSGM was also in commercial negotiations with other interested broadcasters?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

147. **Question:** Is portion marked G to H, in BCCI W4/70 viz. "Intents commercial negotiations renegotiated agreement with IPL", factually correct?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

148. **Question:** Is it correct that after protracted negotiations between MSM, WSGM and BCCI, MSM entered into renegotiated agreement on IPL broadcasting rights?

Answer: Yes.

149. **Question:** Is it correct that to facilitate MSM's condition for a direct contract with BCCI, WSGM agreed to give up its broadcast rights for India Sub-continent?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

150. **Question:** Is portion marked I to J in BCCI W4/70, " To facilitate in favour of MSM", factually correct or not?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

151. **Question:** Is it correct that this paved the way for a direct contract of MSM with BCCI?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

152. **Question:** Is portion marked K to L in BCCI W4/70 viz. “Thus payment Contract directly”, correct?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

153. **Question:** Is it correct that in consideration of this Sony agreed to pay WSG Mauritius a facilitation fee?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

154. **Question:** Is portion marked M to N in BCCI W4/70 viz. “Consideration Facilitation fee”, correct?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

155. **Question:** Is it correct that after the new agreement Sony withdrew the court case on the ground that it had reached amicable settlement?

Answer: I do not recall.

156. **Question:** Is portion marked O to P in BCCI W4/70, viz. "Following this settlement had been reached", correct?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

157. **Question:** Is it correct that according to MSM all agreements i.e. MSM BCCI dated 25th March 2009 and MSM WSGM agreement dated 25th March 2009 were legally valid?

Answer: To my understanding as at that date, yes.

158. **Question:** Is it correct that by April 2010 MSM had paid WSGM Rs.125 crores?

Answer: Yes.

159. **Question:** Is it correct that this corresponded to the original option fee of USD 25 million as the option under the old agreement had indeed been exercised?

Answer: As this matter is subjudice I will not be in a position to answer this question.

160. **Question:** Is it correct that MSM had accounted for payments made to WSGM in financial statements which had been audited by independent auditors?

Answer: This is a company internal matter and I would not like to comment on this.

161. **Question:** Can you place on record the requisitions, if any, raised by auditors regarding WSGM agreement and MSM's response thereto?

Answer: This is a company confidential information and cannot be shared.

162. **Question:** Can you place on record the audit report of the auditors dealing with WSGM agreement?

Answer: This is a company confidential information and cannot be shared.

163. **Question:** I put it to you that you have refused to answer questions as the averments mentioned in the press release take away the basis of the case against Mr.Lalit Modi on MSM issue?

Answer: As the abovementioned press statement is part of matters that are subjudice, I have not been in a position to answer any question pertaining to this statement.

164. **Question:** I put it to you that your contention that matters are subjudice is a specious plea because in all proceedings what a witness has to state is essentially the truth?

Answer: The truth is that the matter is subjudice and therefore I am not able to comment on it.

165. **Question:** I put it to you that if you would have answered the questions truthfully you risk losing the case against WSG?

Answer: I cannot comment on this.

166. **Question:** Is it correct that on the date of signing of facilitation deed between WSGM and Sony on 25th March 2009, the option deed between WSGI and Sony was terminated?

Answer: I do not recall.

167. **Question:** I put it to you that indeed the original option deed of 2008 was terminated on 25th March 2009?

Answer: I do not recall.

168. **Question:** What you think happened to the option deed?

Answer: I do not recall.

169. **Question:** Was any consideration paid to WSGI in lieu of the option deed or for termination thereof?

Answer: I do not recall.

170. **Question:** I put it to you that no consideration at all was paid to WSGI in respect of option deed?

Answer: I don't recall.

171. **Question:** Can you produce the copy of termination deed, if any, between Sony and WSGI?

Answer: This might be company confidential information and therefore I cannot produce this.

172. **Question:** Is it correct that there were two BCCI extension letters given to WSGI on 17th March 2009 and 20th March 2009?

Answer: We were informed in 2010 that such extension letters were issued but I don't know the exact details.

173. **Question:** I put it to you that BCCI extension letters were submitted during the course of hearings in court proceedings between Sony and BCCI in 2009, with copy supplied to Sony?

Answer: I have no personal knowledge of this, so cannot comment.

174. **Question:** I put it to you that Sony was aware that in terms of letter dated 20th March 2009, WSGM's time to find sub-licensee for India rights had been extended till 24th March 2009?

Answer: I have no recollection of this at this stage.

175. **Question:** Would you agree that one of the modes for WSGM to relinquish its rights was that it should not seek any extension from BCCI post 24th March 2009?

Answer: This is a legal matter I cannot comment on this.

176. **Question:** Before signing the MSM BCCI agreement and MSM WSGM agreement of 2009, did MSM ask WSGM to produce any relinquishment deed?

Answer: I am not able to recall.

177. **Question:** I put it to you that no relinquishment deed was asked to be produced because Sony knew that the rights of WSGM had in fact lapsed on 24-3-2009 paving the way for direct BCCI Sony agreement as mentioned in the press release?

Answer: As this matter is subjudice I will not be in a position to answer any question pertaining to the statements made by MSM in the press statement referred to above.

178. **Question:** Is any other extension letter, other than 17th and 20th March 2009, was to your knowledge issued by BCCI in respect of WSG agreement dated 15-3-2009?

Answer: I have no personal knowledge of this, so I am not able to comment.

179. **Question:** Is it correct that on the day when Mr.Lalit Modi was suspended, Sony received a communication from BCCI to comment?

Answer: I don't recall if it was on the same day that we received the communication.

180. **Question:** I put it to you that Sony executives were called by BCCI on 25-4-2010 to meet BCCI through a communication sent by BCCI?

Answer: I don't recall the date or the mode of communication or who communicated on behalf of BCCI, but we were called for a meeting.

181. I don't recall the date but very close to IPL 3 getting over Sony executives met BCCI. Mr.Manjit Singh and myself met Mr.Shashank Manohar at the BCCI office in Mumbai. To my recollection we were informed that BCCI will look into our agreement with them and there may be some questions that may need clarifications from us. It was not clarified at that stage as to what aspect of our agreement was to be looked into by BCCI. In the first meeting I don't recall any specific question being asked from us which required a clarification.

The aforesaid statement has been read by me and I accept it to be accurate.

(N.P.Singh)

Date: 27th March 2012.

Note: The cross-examination of Mr.N.P.Singh started at 6.00 p.m. and continued till 9.00 pm. The cross-examination remained inconclusive and shall continue on 28.3.2012 at 6.00 pm at the same venue.

ARUN JAITLEY JYOTIRADITYA SCINDIA CHIRAYU AMIN

BEFORE THE DISCIPLINARY COMMITTEE, AT ITC MAURYA, NEW DELHI

Date: 28th March 2012

BCCI WITNESS NO.7

Mr. N.P. SINGH

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**Cross Examination of Mr. N.P. Singh by Mr. S.S. Hora, Advocate on 28th March
2012 at 6:00 p.m. at Hotel Westin, Mumbai**

182. **Question:** Is it correct that Mr.Lalit Modi made all efforts to make IPL a successful brand and was a driving force behind it?

Answer: It is correct that IPL is a very successful and strong brand due to collective efforts made by all stakeholders including Mr.Lalit Modi.

183. Mr.Manohar had asked us that there might be certain questions required to be answer by Sony and there might be some documents which might be required to be given by Sony, which we said we would do so. I do not know if any minutes of the meeting were prepared by BCCI. No minutes were prepared at Sony's end but there could be emails by which we informed our superiors and Board of Directors about the content of the meeting.

These are company confidential records and therefore I cannot produce the emails.

184. I don't recall the conversation that President, BCCI told us that there were problems with the Sony contract. However, it was mentioned that BCCI is reviewing their agreements and records and if any question arise or any documents are required from Sony, a request would be made to Sony to produce them.
185. I do not recall if it was mentioned by the President at that meeting that the Sony contract has been unauthorizedly entered on behalf of BCCI. That was the first meeting which we had with the President of BCCI regarding our contract. To my recollection we did not provide any explanation of events leading to the new Sony agreement dated 25th March 2009 as that was not required to be done at that meeting.
186. Roughly a week later Sony executives again met the BCCI regarding the contract. BCCI had called the meeting but I cannot recall as to whom BCCI had called. From Sony side Mr.Manjit Singh and myself and from BCCI it was Mr.Shashank Manohar and Mr.N.Srinivasan. This meeting took place at the BCCI office in Mumbai. There was no predefined agenda that was given to us but we discussed the Sony contract for IPL with BCCI. As per my recollection, between the first meeting and this meeting no requisition for documents neither any questionnaire for Sony was sent by BCCI. We were informed that the signatory to the Sony agreement dated 25th March 2009

was not duly authorized by BCCI and we were told that the agreement had a problem to that extent. We were told that since the signatory to the agreement did not have requisite authority from BCCI, BCCI could take a stand that this agreement may not be valid.

187. **Question:** In other words, is it correct that BCCI in essence stated that because of the defect in the agreement it was liable to be terminated?

Answer: As I mentioned above, BCCI had said that they could take a stand that this agreement may not be valid in which case the question of termination would not arise.

188. Besides the validity of the Sony agreement there was also discussion about the WSGM facilitation agreement. I don't recall any other topic of discussion on that day.

189. BCCI wanted to understand the rationale behind our entering into the facilitation agreement which we explained to them. We explained to BCCI that this agreement was entered into because WSGM had acquired the rights for IPL from BCCI which they had agreed to relinquish in favour of Sony.

190. **Question:** Did BCCI not say that even WSGM-BCCI agreement was unauthorized?

Answer: I don't recall.

191. **Question:** What did BCCI say about the WSGM-Sony agreement?

Answer: BCCI mentioned that as per their understanding WSGM did not provide any facilitation services on behalf of BCCI.

192. **Question:** But you would agree that facilitation services were not to be provided on anybody's behalf and WSGM was not acting as agent for anybody?

Answer: I am not in a position to interpret the role of WSGM vis-à-vis BCCI.

193. **Question:** Were your explanations much on the same lines as the press statement given some 10 days earlier?

Answer: As press statement is subjudice I would not like to answer this.

194. I do not recall specifically when we supplied the copy of facilitation deed to BCCI and therefore cannot say if in this meeting copy of facilitation deed was given to BCCI.

195. **Question:** How would you sum up what BCCI wanted from Sony at the end of the second meeting?

Answer: BCCI had also mentioned that on the date of signing the agreement with BCCI and WSGM by Sony, WSGM did not have the rights to IPL as on 24th March 2009, WSGM had informed BCCI that since they have not been able to find the sub-licensee for the concerned territory, they are reverting the rights back to BCCI. As such, the question of relinquishing of rights by WSGM in favour of Sony did not arise. Therefore, the facilitation fee that was agreed to be paid to WSGM by Sony was really owed to BCCI and therefore Sony should pay that money to BCCI as a part of rights fee.

196. **Question:** So in essence what BCCI was asking was that Sony should terminate the facilitation fee agreement?

Answer: I do not recall if BCCI wanted us to terminate the facilitation fee agreement.

197. **Question:** What was the consequence given out by BCCI If Sony would not to pay additional amount to BCCI?

Answer: To my recollection in that meeting BCCI had not categorically stated any consequences. Sony wanted to review all documents in the light of new information provided and evaluate our stand from a legal perspective.

198. **Question:** So, in essence, what BCCI said was that you have a problem in your contract and it was not authorized, but if you pay additional amount we will go on with you?

Answer: BCCI had stated the problems to us and Sony wanted to evaluate its legal position accordingly.

199. It's a factual position that facilitation fee agreement was neither signed by me nor by Mr.Manjit Singh but was signed by Mr.Michael Grindon.

200. **Question:** So would you agree as to whether facilitation fee agreement was valid or not valid could only have been answered by Mr.Michael Grindon and not by you or Mr.Manjit Singh?

Answer: I do not agree.

201. We do not know if BCCI had prepared their written minutes but Sony representatives present at the meeting informed their superiors about the

contents of the meeting. I do not recall the mode of communication whether it was a note or an email or a memo. I am not sure how the contents of the meeting were recorded but even if recorded, I cannot place them on record, being internal confidential communication. To my recollection we had informed Mr. Andy Kaplan.

202. **Question:** Would you agree that after Sony termination in all the mails exchanged between BCCI and Sony Andy Kaplan was not marked on any mails till new Sony contract was entered into?

Answer: Even I was not marked, so how would I know.

203. **Question:** What was Andy Kaplan's view upon your report?

Answer: International discussions between executives of Sony are company confidential records and therefore I cannot comment on this.

204. **Question:** Do you think payment of additional amount to BCCI would require approval from Sony Board or it could have been done at the level of executives?

Answer: Yes, but I cannot comment as to whether they were approved in the Board meetings and when they were so approved as this is company confidential records.

205. **Question:** Can you place on record the emails sent by Andy Kaplan or Board members to Sony executives or the explanatory statement to the agenda notice as to why additional amounts are required to be paid or being demanded by BCCI?

Answer: This being company confidential information and I cannot produce this.

206. **Question:** I put it to you that in that meeting Sony was given a veiled threat by BCCI threatening to terminate their contract if they don't agree to fall in line?

Answer: I cannot comment on your suggestion as I cannot recollect any such discussion.

207. Thereafter further after a two/three weeks gap Sony executives again met BCCI. In this gap of two/three weeks Sony would have taken legal advice in the matter. I do not recall from whom Sony was taking advice on the matter.

208. **Question:** Can you provide the brief for opinion and the advice received from the legal consultants of Sony on BCCI stand?

Answer: I cannot provide this information as this is company confidential.

209. **Question:** I put it to you that BCCI President or Secretary in second meeting pressurized Sony to terminate the facilitation deed threatening otherwise to terminate Sony contract?

Answer: I do not recall any such discussion.

210. I do not recall the date of second meeting but it could have been around 2nd May 2010. I don't remember where the third meeting took place. It was either Mumbai or Chennai. I do not recall who took the initiative to call the third meeting. In the third meeting Mr.N.Srinivasan was present. Who else was present I do not recall at this juncture.

211. In the previous meeting BCCI had asked for some documents which Sony had provided. Likewise Sony had also asked for some documents, most of which were provided by BCCI. Those documents were discussed at this meeting.

212. **Question:** When did Sony provide documents and what were the documents provided by Sony?

Answer: The documents were provided in the intervening period between the two meetings and to my recollection the documents included the WSGM facilitation agreement and copies of emails that we had received from BCCI during February/March 2009. These documents were provided possibly two weeks after the second meeting.

213. I do not recall the exact date when BCCI provided the documents requested by Sony, but the documents provided included the extension letters issued by BCCI to WSGM in March 2009.

214. **Question:** Is it correct that between the second and third meetings Sony was undertaking exercise as to how best placate the demands of President and Secretary of BCCI and avoid its agreement with WSGM?

Answer: Sony was evaluating its options.

215. The third meeting could have been the meeting of 30th May 2010.

216. In discussions with Secretary BCCI few important facts were noticed. One was that on 24th March 2009 WSGM had written to BCCI that they gave up

the IPL rights since they were not able to find a sub-licensee for these rights. Secondly the emails of BCCI had stated about an agreement dated 23rd March 2009 which was also mentioned in the facilitation deed and Secretary, BCCI informed us that there was no such agreement on the record of BCCI.

217. We had formally sent the documents to BCCI by covering letter. I do not recall how BCCI had sent those documents.

218. The witness confirms BCCI W7/2, letter dated 30th May 2010 is the letter handed over at that meeting.

219. It was public knowledge that BCCI had an agreement with Sony on 25th March 2009. I cannot recall if BCCI knew that the agreement was signed by Mr.Lalit Modi as it is their internal matter.

220. **Question:** Was it your impression in the first meeting with the President that the President BCCI was surprised that the agreement with Sony had indeed been signed by Mr.Lalit Modi?

Answer: I do not know if he was surprised or not but that was the statement he made that Mr.Lalit Modi was not duly authorized to sign it.

221. **Question:** Did you not ask him as to how Sony broadcasted IPL 2 and 3 which was after the agreement without BCCI being aware that it was an unauthorized agreement?

Answer: I don't recall having asked this specific question to President, BCCI but we did mention that we have been operating under the said agreement since 25th March 2009.

222. **Question:** Did it not occur to you that the suggestion made that the agreement was unauthorized coming after over a year was slightly out of place or extraordinary?

Answer: It did occur to us.

223. By the word "purportedly" at portion A to B, written in the letter dated 30th May 2010 by the Secretary, BCCI, our impression was that Secretary BCCI intended to convey that the signatory to the agreement was not duly authorized by BCCI.

224. **Question:** Is it correct that at that stage Sony did not want to dispute this interpretation of the Secretary, BCCI?

Answer: We did not dispute this interpretation given by Secretary, BCCI.

225. **Question:** So, therefore, it follows that Sony's interpretation was that the agreement 25th March 2009 was not valid?

Answer: While we did not dispute the interpretation as mentioned above, Sony still believed that they had a legally binding agreement.

226. **Question:** Is it correct that Venu Nair and Andrew Georgiu had played role in respect of entering into Sony- BCCI agreement of March 2009?

Answer: I have already answered this question earlier.

227. **Question:** Please see portion marked C to D "WSG Mauritius had no role Indian sub-continent rights", and tell us whether Secretary BCCI, was personally involved in any negotiations resulting into March 2009 agreement?

Answer: Secretary BCCI was not involved in any negotiations.

228. **Question:** So, therefore it follows that the Secretary BCCI had no personal knowledge of the role played by WSG Mauritius?

Answer: I cannot comment on this.

229. **Question:** Is portion marked C to D according to your understanding, factually correct or incorrect?

Answer: Since our agreement with WSGM is subjudice I cannot comment on this.

230. **Question:** Please see portion marked E to F and tell us if you would have taken favourable decision BCCI and MSM relationship would have grown stronger. What would have happened if you had taken an unfavourable decision?

Answer: I cannot interpret the consequences.

231. **Question:** I suggest to you that your letter BCCI W7/2 was in fact a veiled threat based on carrot and stick policy?

Answer: That was not our understanding.

232. **Question:** I put it to you that to safeguard its media rights agreement with BCCI, Sony agreed to do what BCCI President and Secretary wanted it to do?

Answer: Sony took decisions as being prudent from its business perspective.

233. **Question:** What was the final decision reached in the third meeting?

Answer: Sony had finally decided that the amount due against facilitation fee will be paid henceforth to BCCI as a part of the rights fee.

234. **Question:** Is it correct that Sony also decided to terminate the WSGM facilitation deed?

Answer: Since our agreement with WSGM is subjudice I cannot comment on this.

235. **Question:** Is it correct that termination of Sony-WSGM agreement would have triggered clause 27.5 of WSGI-BCCI agreement whose consequence was termination of Sony agreement?

Answer: Since Sony is not party to the WSGI-BCCI agreement I would not know the details of the same.

236. **Question:** I put it to you that therefore it was also decided that BCCI would terminate WSGI agreement?

Answer: Sony was not privy to decisions made by BCCI on their agreements with other parties.

237. **Question:** I put it to you that Sony and BCCI entered into a conspiracy to breach commercial contracts?

Answer: I categorically deny this.

238. **Question:** I put it to you that Sony and BCCI colluded with each other to find a basis or reason to terminate the WSG contracts and for this reason wanted to discuss with each other and find a good reason to do so?

Answer: I deny this suggestion.

239. **Question:** I put it to you that after much discussions the reason that was found as being good enough was a typographical error in facilitation deed of WSGM agreement being dated 23rd March 2009?

Answer: Since our agreement with WSGM is subjudice I cannot comment on this.

240. **Question:** Is it correct that even after the third meeting Sony was still not fully convinced of the proposed action plan of agreement date being incorrectly mentioned in the WSG facilitation agreement?

Answer: Since our agreement with WSGM is subjudice I cannot comment on this.

241. The letter dated 2nd June 2010, BCCI W7/3 was written by Sony to Mr.Shashank Manohar and Mr.N.Srinivasan.

242. Please see portion marked A to B “You have Representation”.

Question: Is it correct to say that Sony as of 2nd June 2010, solely wanted to act on the representation made by BCCI?

Answer: Sony acted on the basis of representation made by BCCI and the documents that were shown by BCCI during the meeting.

243. **Question:** Is it correct that nowhere in the letter BCCI W7/3, Sony records its own satisfaction regarding the facilitation agreement?

Answer: the letter does not say this in so many words.

244. **Question:** Would it be correct to say that as of the date of this letter, Sony was not sure of the assertion made by BCCI regarding invalidity of the facilitation services agreement?

Answer: Since our agreement with WSGM is subjudice I cannot comment on this.

245. **Question:** Please see portion marked C to D, “according to you induced MSMS”. Does this mean that it was BCCI’s case that WSG had misrepresented and induced MSMS and not Sony’s case as of the date of this letter?

Answer: Sony took action as it deemed appropriate on the basis of information available to Sony. Since our agreement with WSGM is subjudice I cannot comment further on this.

246. **Question:** Please see portion marked E to F, “You concluded that no amount aforesaid deed”. Is it correct that Sony was going by the conclusion arrived at by BCCI at that stage?

Answer: Sony drew its own conclusion on the basis of information available to Sony.

247. **Question:** Please see portion marked G to H “MSM wishes your representation”. Does it imply that Sony was not satisfied with BCCI’s representation but only took note of it?

Answer: Sony had done its evaluation of the situation on the basis of information available to Sony and also took note of the representations made by BCCI.

248. **Question:** Can you explain what were the “ramifications” in portion I to J, referred in the letter, BCCI W7/3?

Answer: At this stage it is difficult for me to interpret the intent behind using the word “ramifications”.

249. **Question:** Please see portion marked K to L, “23rd March 2009”. Why did you ask for a copy of the agreement when you already were told by BCCI that such agreement does not exist?

Answer: Since we did not have a copy on our record, we wanted a copy.

250. **Question:** But you obviously knew BCCI’s answer that there was no agreement?

Answer: I might be getting mixed up on dates with my recollection.

251. **Question:** Do you intent to say that for three meetings held from last week of April till May, the talk that there was no agreement of 23rd March 2009 did not crop up?

Answer: I have not said that. All I have said that I was mixing up with the dates

252. **Question:** I put it to you that to help create a ground for purported termination so that it comes in writing as if by way of a discovery knowing fully well that there was no agreement of 23rd March 2009, you still asked BCCI for a copy of the same?

Answer: Since our agreement with WSGM is subjudice I cannot comment on this.

253. **Question:** Who was the Counsel that MSMS should favourably consider BCCI's demand, was it Mr.Ashok Nambissan?

Answer: I do not recall.

254. **Question:** Can you place such advice on record?

Answer: Such advice, if any, would be company confidential records and therefore I cannot produce the same.

255. **Question:** Is it correct that in asking for copy of an agreement dated 23rd March 2009, you were taking a stand different from your press release which mentioned the date of agreement of WSGM with BCCI as 15th March 2009?

Answer: As the agreement with WSGM and the press statement are subjudice I cannot comment on them.

256. **Question:** Is it correct that at this stage also Sony was apprehensive that BCCI may terminate 25th March 2009 agreement?

Answer: Sony was not operating under any apprehensions but was taking decisions based on information available to Sony.

257. **Question:** Please see portion marked M to N, "BCCI expressly compliance thereof". Why was this portion written in the letter?

Answer: Since in the previous meetings BCCI had mentioned that the signatory to the said agreement was not duly authorized by BCCI, Sony wanted BCCI to confirm that the agreement is valid.

258. **Question:** Is it correct that both Sony and BCCI agreed that they would jointly prepare a common defense and take legal action jointly, in the sense that they would assist each other?

Answer: This is a legal matter and I am not involved in legal matters, so I cannot comment on this.

259. **Question:** Please see portion marked O to P "BCCI ... its defense". Is it correct that this was put because Sony felt that it would have no defense or a very weak defense?

Answer: To take any further action, Sony would have needed the documents that it had requested BCCI to provide which is why their assistance was sought.

260. **Question:** But you already had all the documents you required?

Answer: There were some documents that we had still asked for.

261. **Question:** Is it correct that by letter BCCI W7/3 Sony put the entire liability of its actions on BCCI virtually safeguarding Sony from any legal liability?

Answer: I am not equipped to provide a legal interpretation of the letter.

262. **Question:** As per Sony's understanding, if Sony is asked to pay facilitation amounts to WSGM at a later date, then Sony would seek the entire refund of amounts paid to BCCI from it on facilitation fee payment?

Answer: This is speculative in nature and therefore I am not in a position to comment on this.

263. **Question:** On 3rd June 2009 shortly after this letter, Sony again wrote a letter to BCCI asking for copy of agreement dated 23rd March 2009. Do you recall that letter?

Ans: I do not recall.

264. The letter at **BCCI W7/4** was written by Sony. I do not recall who went to meet Professor Shetty on that day.

265. **Question:** Did the person who went to meet Professor Shetty ask from him the agreement dated 23rd March 2009?

Answer: I have no personal knowledge of this so I cannot comment on that. However, I can say that the person concerned would have been asked to follow up and get copies of documents as was requested by Sony by its letter dated June 2, 2010.

266. **Question:** Did Professor Shetty not tell that person that there was no agreement dated 23rd March 2009 and that this fact had been stated by the President and Secretary of BCCI earlier?

Answer: I was not present at that meeting so I cannot comment on this.

267. **Question:** Please see portion marked A to B “including replies by the BCCI”. Why did Sony require the replies of Mr.Lalit Modi to BCCI show cause notice?

Answer: This is a legal matter of which I do not have complete understanding so I will not be able to comment on this.

268. **Question:** Please see portion marked C to D “Will assist legal strategy”. Is it correct that the strategy noted here was the strategy based on the common understanding of BCCI and Sony and they wanted to take a wholesome view of all the documents to prepare a valid defense?

Answer: This is a matter of legal strategy and I will not be able to comment on this.

269. **Question:** I put it to you that the dispute regarding circumstances of agreement of BCCI and Sony has nothing to do with any inducement or deception but have been a result of careful legal strategy and is entirely afterthought?

Answer: This matter is subjudice and therefore I will not be able to comment on this.

270. **Question:** Is it correct that on the next day of this letter, 4th June 2010, there was a meeting in Chennai with Mr. Srinivasan with you, Mr.Manjit Singh and Mr.Ashok Nambissan?

Answer: I do not recall the date but a meeting was held around that time.

271. **Question:** Is it correct that in that meeting it was decided that a new agreement would be entered between Sony and BCCI since Sony had agreed to pay the amounts demanded by BCCI?

Answer: I do not clearly recall if that determination was made at this particular meeting.

272. **Question:** When, according to your recollection, was it decided that there would be a fresh agreement between Sony and BCCI?

Answer: I would say around the first or second week of June it was decided that there would be a fresh agreement.

The aforesaid statement has been read by me and I accept it to be accurate.

(N.P.Singh)

Date: 28th March 2012.

Note: The cross-examination of Mr.N.P.Singh commenced at 6.00 p.m. and continued till 9.30 p.m. It is still inconclusive. The cross examination shall continue on such date as intimated to parties.

ARUN JAITLEY JYOTIRADITYA SCINDIA CHIRAYU AMIN

BEFORE THE DISCIPLINARY COMMITTEE, AT HOTEL TAJ

PALACE, NEW DELHI

Date: 24 April 2012

BCCI WITNESS NO.7

Mr. N.P. SINGH

XXX

Cross Examination of Mr. N.P. Singh by Mr. S.S. Hora, Advocate on

24 April 2012 at 6:00 p.m. at Hotel Westin, Mumbai

273. Q: Is it correct that Atlas Equifin Pvt. Ltd. and Grandway Global Holdings Ltd. are around 32% shareholders of Multi Screen Media Pvt.Ltd.?

Ans: I do not think Grandway Global Holdings Ltd. is involved in MSM India but Atlas Equifin Pvt. Ltd. is a shareholder.

274. Q: Is it correct that SPE Mauritius Holdings Ltd. and SPE Mauritius Investments Ltd. are 62% shareholders of Multi Screen Media Pvt.Ltd.?

Ans: SPE through its subsidiary holds around 62% of Multi Screen Media Pvt.Ltd.

275. Q: Is it correct that Atlas Equifin Pvt. Ltd. and Grandway Global Holdings Ltd. have filed Company Petition No.47 of 2010 before CLB, Mumbai Bench against MSM and SPE Subsidiaries holding majority shares?

Ans: I would not like to comment on this because this is company's internal matter.

276. Q: Is it correct that J. Sagar Associates represents Atlas Equifin Pvt. Ltd. and Grandway Global Holdings Ltd. while S&R Associates represent SPE Mauritius Holdings and SPE Mauritius Investments?

Ans: I have no personal knowledge of this.

277. Q: [Shown **BCCI W7/5**, letter from S&R Associates to J.Sagar Associates dated 20th May 2010. Please see portion marked A to B "The 2008 IPL Agreement unqualified approval"]. Would you agree that all March 2009 Sony agreements in relation to IPL rights were within the knowledge of Sony Board Members?

Ans: I cannot comment on the letter as I am not aware of the whole issue.

278. Q: Are you aware that BCCI issued notice to Mr.Modi in respect of Sony allegations based on various media reports concerning payment of facilitation fee?

Ans: I have not seen the show cause notice issued by BCCI and cannot comment on it.

279. Q: Is it correct that based on these media reports Atlas Equifin Pvt. Ltd. and Grandway Global Holdings Ltd. alleged that the majority shareholders have mismanaged the Company?

Ans: I would not like to comment on this because this is company's internal matter and I am not involved with this matter.

280. Q: [See para C to D of **BCCI W7/5**, "Your clients Mismanagement"]
Would you agree as far as Sony is concerned that whatever appeared in media was without any basis?

Ans: There were multiple media reports floating at that time and I do not recall details of all. So it is very difficult for me to agree or disagree with your statement.

281. Q: [Please see para E to F of BCCI W7/5, “The transaction relating to transparent manner”] Does this statement reflects the correct state of affairs?

Ans: Since I am not involved with the matters referred to in the said letter, I am not in a position to comment on it.

282. Q: [Please see para G to H of BCCI W7/5, “MSM Singapore taxes in India”] Is this factually correct?

Ans: This is a company confidential matter and I would not be able to comment on it.

283. Q: [Please see para I to J of BCCI W7/5, “On March 25, 2009 IPL agreements”) Is this factually correct?

Ans: Above is a matter of record and therefore factually correct.

284. Q: Is it correct that in the MSM Board meeting referred in para I to J, the WSGM transaction with Sony was described as Services agreement?

Ans: This is a company confidential Board matter and I am not in a position to comment on it.

285. Q: I put it to you that WSGM transaction with Sony was described as services agreement and not as a relinquishment agreement because fee

was paid to WSGM for services given to Sony during the initial bid and till Sony entering into 2009 agreement with BCCI and not merely for relinquishing rights?

Ans: The discussions at the Board meetings are company confidential and therefore I will not be able to comment.

286. Q: [Please see para K to L of BCCI W7/5, "The presentation made commission's fee"] Is this factually correct?

Ans: The discussions and presentations made at the Board meetings are company confidential and therefore I will not be able to comment.

287. Q: Can you place on record the presentation made to the Sony's Board referred to in para K to L?

Ans: The presentations made at the Board meetings are company confidential and therefore I will not be able to produce the same.

288. Q: Can you place on record the queries asked by Mr.Rakesh Agarwal and responses on this issue given to him?

Ans: The discussions at the Board meetings are company confidential and therefore I will not be able to produce the same.

289. Q: Is it correct that what was approved by MSMS Board was WSG Service agreement and payment of commission fee?

Ans: This is a company confidential Board matter and I am not in a position to comment on it.

290. Q: I put it to you that payment of commission fee was approved because job done by WSGM was like any other marketing company and they were entitled to a commission?

Ans: This is a company confidential Board matter and I am not in a position to comment on it.

291. Q: Is para M to N of BCCI W7/5, "The 2009 (false) press reports" factually correct?

Ans: This is a company confidential Board matter and I am not in a position to comment on it.

292. Q: Is portion O to P "MSM Singapore's March 27, 2009", factually correct?

Ans: This is a company confidential Board matter and I am not in a position to comment on it.

293. Q: Please see portion marked Q to R, “The terms of MSM Singapore Board”. Is this factually correct?

Ans: This is a company confidential Board matter and I am not in a position to comment on it.

294. Q: On 4th June 2010, when you attended the meeting in Chennai with Mr. Srinivasan, what was the subject matter of discussions?

Ans: I do not clearly recall the subject matter of discussions but to the best of my recollection I think we discussed entering into a restated agreement between Sony and BCCI.

295. Q: What was Mr.Ashok Nambissan’s role in that meeting?

Ans: Mr.Ashok Nambissan is the General Counsel for MSM India Pvt.Ltd. and is generally involved with all major commercial/legal matters of the Company.

296. Q: Which lawyer represented BCCI to your recollection?

Ans: Maybe in-house legal Counsel of BCCI.

297. Q: I put it to you that it was decided in that meeting that common pretext of BCCI terminating WSG agreement and Sony terminating WSGM

agreement would be the date of WSG agreement mentioned in the facilitation deed as 23rd March 2009?

Ans: I do not recall any such discussion on or around that date.

298. Q: Were any minutes prepared at BCCI's end or Sony's end of that meeting?

Ans: To my recollection no such minutes were prepared.

299. Q: Did you communicate the result of that meeting to your Board of Directors through an email or memo or note?

Ans: We would have communicated the gist of discussions to some representatives on the Board, but I do not recall the means of such communication.

300. Q: Would you not think that not having a proper reporting structure to your Board may sometimes lead to somebody questioning the way the transactions are being done or negotiated by you and the other members of the team in India?

Ans: This is an internal company matter and I will not be able to comment on it.

301. Q: Since the restated agreement was to be drafted who from Sony side started working or drafting of the new agreement?

Ans: Mr.Ashok Nambissan.

302. Q: Who from the BCCI's side was looking at the drafting of the new agreements?

Ans: To my recollection it was the in-house BCCI's Counsel. I don't recall the name.

303. Q: Between 4th June and 14th June, how many drafts of the proposed new agreements between Sony and BCCI were exchanged?

Ans: I do not remember.

304. Q: Can you pull out those drafts and show them to us?

Ans: These are company confidential records and I will not be able to produce them.

305. Q: Between 4th and 14th June, how many meetings took place between Sony and BCCI to discuss the clauses of the new agreements?

Ans: I do not exactly remember the number of meetings, it could be one or two.

306. Q: And where were these meetings held?

Ans: Either in Chennai or in Mumbai.

307. Q: Please tell us who were present from the side of Sony and BCCI?

Ans: From the side of Sony it was Mr.Ashok Nambissan and myself. From BCCI's side, to my recollection, it was Mr.Srinivasan, the in-house Counsel whose name I do not recall and a couple of other BCCI officials.

308. Q: What was discussed in those meetings?

Ans: The discussions essentially centered around the draft clauses and the payment of incremental fee to BCCI.

309. Q: What did Sony want in respect of payment of incremental fee?

Ans: Sony wanted the incremental fee to be reflected separately from the previously agreed fee.

310. Q: What was the reason for the same?

Ans: The previously agreed fees were linked to number of matches and could go up with increase in the number of matches while the incremental fee would not.

311. Q: Was it also agreed that like BCCI exploited FCT commercially during IPL 3, it could not be allowed commercial exploitation in future?

Ans: To my recollection it was discussed in the process of discussing the draft agreements.

312. Q: Is it correct that BCCI agreed that they would not exploit FCT like they exploited for IPL 3?

Ans: To my recollection BCCI agreed that they will be entitled to utilize 150 seconds for promotion of IPL only and not for running commercial ads.

313. Q: Was this agreed by Mr. Srinivasan?

Ans: I said BCCI agreed.

314. Q: One more thing which was discussed was that there would be amendment to the bank guarantee clauses that Sony wanted?

Ans: To my recollection it was discussed and agreed that Sony could continue to use the bank guarantee format that Sony had used in the past.

315. Q: And is it correct that it was also agreed that the breach clause regarding miscues would be amended conceding to Sony's earlier demands?

Ans: I have no recollection of this.

316. Q: Is it correct that it was also discussed that rather than having two time outs of five minutes each, there would be four time outs of two and half minutes each?

Ans: I have no recollection of this.

317. Q: Is it correct that a time out of five minutes fetches lower rate and viewer availability than a time out of two and half minutes?

Ans: This is a company confidential Board matter and I am not in a position to comment on it.

318. Q: Is it correct that commercial exploitation of 150 seconds FCT in the hands of BCCI going by Sony's contract value year four onwards was potentially worth USD 150 million in the hands of BCCI?

Ans: It's speculative, I cant comment on this.

319. Q: I put it to you that the renegotiated contract was thus to Sony's commercial and legal advantage and to BCCI's commercial and legal disadvantage?

Ans: This was a mutually agreed agreement and at this late stage I will not be able to comment on the same.

320. Q: Is it correct that on 14th June 2010, there was again a meeting of Sony officials with BCCI at BCCI's office in Mumbai?

Ans: There may have been but I don't recall the date/venue.

321. Q: Around middle of June do you recall the meeting with BCCI, attendees thereof and issues of discussions?

Ans: There were meetings held with BCCI which were attended by myself and Mr.Ashok Nambissan to discuss the draft of restated agreement. To my recollection BCCI was represented by Mr.Srinivasan, in-house legal Counsel and a few more officials of BCCI. I don't remember exactly but in some or other part of the meeting Mr.P.R.Raman was also present.

322. Were any minutes prepared at BCCI's end or Sony's end of that meeting?

Ans: To my recollection no such minutes were prepared.

323. Q: Did you communicate the result of that meeting to your Board of Directors through an email or memo or note?

Ans: We would have communicated the gist of discussions to some representatives on the Board, but I do not recall the means of such communication.

324. Q: Who at the level of MSMS monitoring the entering into of new contracts?

Ans: Mr.Andy Kaplan. While Mr.Manjit Singh was not physically present at most of the meetings, he was also in the know of discussions with BCCI.

325. Q: Between 14th and 24th June, 2010 how many meetings took place between Sony and BCCI for the new agreement?

Ans: I have no recollection but there might have been some meetings.

326. Q: During the period of 14th and 24th June, 2010 were draft agreements exchanged between Sony and BCCI for the new agreement?

Ans: Drafts may have been sent but I do not exactly recall.

327. Q: Can you produce those draft agreements in that period?

Ans: These are company confidential records and therefore I cannot produce the same.

328. Q: Were any minutes prepared at BCCI's end or Sony's end of such meetings?

Ans: To my recollection no such minutes were prepared.

329. Q: Did you communicate the result of such meeting to your Board of Directors through an email or memo or note?

Ans: We would have communicated the gist of discussions to some representatives on the Board, but I do not recall the means of such communication.

330. Q: By when was final version of the agreement prepared?

Ans: Since it was signed on 25th June, the final version must have been prepared on 24th or 25th of June, 2010.

331. Q: Is it correct that there was a BCCI governing council meeting on 25th June 2010?

Ans: To my recollection, yes.

332. Q: Who told you about that meeting?

Ans: I do not recall who told us, but we were informed that the agreement will be signed after the governing council had approved it.

333. Q: So, therefore, Sony executives were at BCCI offices in Mumbai with the prepared agreement while the governing council meeting was going on.

Ans: We were asked to come to BCCI's office at an appointed time and we arrived in the office at that time to sign the agreement. I do not recall if the

governing council meeting was going on at the time when we arrived at the BCCI's office.

334. Q: Can you approximately tell the time of the day when you were informed to come and you reached?

Ans: I do not recall this.

335. Q: Is it correct that on 25th June 2010 the new agreement that was signed with BCCI had the effect of superseding the earlier 2009 contract?

Ans: To my understanding the agreement signed on 25th June 2010, was the restated agreement.

336. Q: Is it your understanding that the agreement dated 25th March 2009 remained enforceable after signing the agreement dated 25th June 2010?

Ans: To my understanding the agreement dated 25th June 2010 is the updated agreement.

337. Q: Is it correct that on 25th June 2010 Sony filed a suit against BCCI and WSG in the Bombay High Court?

Ans: I do not recall the date or the fact that the suit was filed.

338. Q: Is it correct that in the suit that Sony filed, prayer was made that BCCI should not terminate Sony's contract of 25th March 2009?

Ans: I am not involved in legal affairs and therefore can't comment on this.

339. Q: Who would be knowing about these matters?

Ans: Mr.Ashok Nambissan.

340. Q: Is Mr.Ashok Nambissan also present today like he has been on all other dates?

Ans: Mr.Ashok Nambissan had accompanied me but is not present in this room.

341. Q: Can you before we close today, ask Mr.Ashok Nambissan about the factum of the Sony suit and whether it sought an injunction against BCCI not to terminate its 25th March 2009 contract?

Ans: This is a company confidential matter and I am not in a position to comment on it.

342. Q: Is it correct that before 25th June 2010, Sony knew that it was entering or about to enter into a new contract with BCCI?

Ans: That is correct.

343. Q: I put it to you that the suit that Sony filed on 25th June 2010 was a collusive suit between Sony and BCCI?

Ans: This is speculative in nature and I will not be able to comment on it.

344. Q: I put it to you that the suit came up for hearing on 28th June 2010 and BCCI's Counsel made a statement to the Court that BCCI would not terminate MRLA dated 25th March 2009?

Ans: I am not involved in legal affairs and therefore can't comment on this.

345. Q: Who would be knowing about these matters?

Ans: Mr.Ashok Nambissan.

346. Q: Would you ask Mr.Ashok Nambissan about the fact stated in question referred above?

Ans: This is a company confidential matter and I am not in a position to comment on it.

347. Q: Would you agree that as per both Sony and BCCI's actions the contract of 25th March 2009 had been novated by new agreement dated 25th June 2010 and therefore the earlier agreement was non-existent?

Ans: This question is too technical and I am not qualified to respond to this.

348. Q: I put it to you that the collusive suit was filed so that a collusive undertaking can be given by BCCI to frustrate WSG's rights and protect Sony?

Ans: This is speculative in nature and I will not be able to comment on it.

349. Q: When did Sony decide for filing the suit?

Ans: I am not involved in legal affairs and therefore can't comment on this.

350. Q: Who would be knowing about these matters?

Ans: Mr.Ashok Nambissan.

351. Q: Would you ask Mr.Ashok Nambissan about the fact stated in question referred above?

Ans: This is a company confidential matter and I am not in a position to comment on it.

352. Q: When did Sony instruct its lawyers to file the suit? How many days prior to 25th June 2010?

Ans: I am not involved in legal affairs and therefore can't comment on this.

353. Q: Who would be knowing about these matters?

Ans: Mr.Ashok Nambissan.

354. Q: Would you ask Mr.Ashok Nambissan about the fact stated in question referred above?

Ans: This is a company confidential matter and I am not in a position to comment on it.

355. Q: Why did Sony filed the suit when BCCI was anyway not taking any action against it? What was the reason?

Ans: I am not involved in legal affairs and therefore can't comment on this.

356. Q: Who would be knowing about these matters?

Ans: Mr.Ashok Nambissan.

357. Q: Would you ask Mr.Ashok Nambissan about the fact stated in question referred above?

Ans: This is a company confidential matter and I am not in a position to comment on it.

358. Q: Did the Board of MSMS authorized your meetings with BCCI on 25-4-2010, 2-5-2010, 30-5-2010 and 4-6-2010?

Ans: As I mentioned earlier, I do not recall the dates of the meetings, but we had authority from members of MSMS Board to attend meetings.

359. Q: Can you produce any such single authority?

Ans: This is a company confidential Board matter and therefore I cannot produce the same.

360. Q: Was there any Board approval for filing the suit by Sony against BCCI and WSG? Can you produce any such Board approval?

Ans: This is a company confidential Board matter and I am not in a position to comment on it or to produce the same.

361. Q: [Shown **BCCI W7/6**, an amendment application moved by Atlas Equifin Pvt. Ltd. and Grandway Global Holdings Ltd. in Company Petition No.47 of 2010] This application alleges that between 25-4-2010 and 14-7-

2010 all actions taken by MSM executives were unauthorized by Board of MSMS. What do you have to say?

Ans: I am not involved with this matter and therefore I cannot comment on the contents of the abovereferred application.

362. Q: Please see portion marked A to B, “(d) The Petitioners Singapore”. It says that all action taken by MSM executives after show cause notice issued to Mr.Modi were unauthorized. Is this factually correct?

Ans: I am not involved with this matter and therefore I cannot comment on the contents of the abovereferred application.

363. Q: Please see portion marked C to D, “Both the above Mr.K.S.Soman”. It says that the suits filed on behalf of MSMS by one Mr.K.S.Soman were unauthorized. Is this factually correct?

Ans: I am not involved with this matter and therefore I cannot comment on the contents of the abovereferred application.

364. Q: Who is Mr.K.S.Soman?

Ans: I have no knowledge of him.

365. Q: Please see portion marked E to F, “Matters such as negotiations they were made”. It is stated that all the actions of termination of

facilitation deeds, bringing legal proceedings were unauthorized. Is this factually correct?

Ans: I am not involved with this matter and therefore I cannot comment on the contents of the abovereferred application.

366. Q: Please see portion marked G to H, "In the case Signed the pleadings". It says that the legal proceedings could only have been filed with approval of the Board and that Board had not authorized any power of attorney to file legal proceedings. Is this factually correct?

Ans: I am not involved with this matter and therefore I cannot comment on the contents of the abovereferred application.

367. Q: Would you agree that legal proceedings can only be filed after authorization of the Board in any company?

Ans: It's a matter of internal company management and therefore I cannot comment on it.

368. Q: Can you show any Board approval contrary to the assertions made in portions A to B, C to D, E to F and G to H?

Ans: I have said earlier that I am not aware of these matters and therefore I would not comment on this. In any case, Board records are company confidential information and therefore cannot be produced.

369. Q: Did the Sony BCCI agreement dated 25-6-2010 on its face indicate that it was subject to Board approval?

Ans: I do not know.

370. Q: Did Sony executives while signing the agreement of 25-6-2010 otherwise told BCCI that if our Board does not approve it the agreement would not stand because till that date Sony Board had not approved the agreement?

Ans: I do not recall this.

371. Q: Please see portion marked I to J "Further while the management facilitation services". What the minority is alleging is that facilitation fee was initially for services and MSMS has now taken a turnaround to say it was for relinquishment of WSGM's rights. Is this factually correct?

Ans: I am not involved with this matter and therefore I cannot comment on the contents of the abovereferred application.

372. Q: I put it to you that while initially MSMS maintained that the facilitation fee was given to WSGM for the services rendered by it while seeking approval from the Board for facilitation fee agreement, when it

came to seeking approval for the new BCCI agreement of 25-6-2010, a different case was set up that this fee was in fact for relinquishment of WSG's rights?

Ans: This is a company confidential Board matter and I am not in a position to comment on it.

373. Q: Do you recall that like BCCI called Sony for seeking clarification over the issue of facilitation fee, did it call WSG for seeking clarification from it over the issue of facilitation fee?

Ans: I do not know.

374. Q: Would you agree that if WSG had not agreed for reversion of rights for years six to ten, BCCI could not have gained agreement value of Rs.4791.89 crores in March 2009?

Ans: I cannot comment on this.

375. Q: Please see **BCCI W7/7**, letter from WSG dated 30-6-2010, portion marked A to B on pg.2, "For the record fee was agreed with them". WSG indicated that they had considerable correspondence to show how the facilitation fee was determined. Is this factually correct?

Ans: There was correspondence between Sony and WSG but specific details of that correspondence I do not recall.

376. Q: Can you produce this correspondence?

Ans: Such correspondence, if any, would be company confidential and therefore I cannot produce the same.

377. Q: Did Sony while signing or after signing the facilitation deed ever ask from WSGM copy of agreement dated 23-3-2009?

Ans: I do not recall this.

378. Q: I put it to you that no such copy of agreement was ever asked because Sony knew that there was no such date?

Ans: I cannot comment on this.

379. Q: I put it to you that in all the draft versions of facilitation fee deed, the date of WSGM agreement was mentioned as 15-3-2009?

Ans: The subject deed and matters related to it are subjudice and therefore I cannot comment on it.

380. Q: Is it correct that Sony agreement dated 25-6-2010 now provides that it is only after Sony had exploited full 2600 seconds can BCCI have 150 seconds of airtime to promote itself?

Ans: To my recollection this is correct.

381. Q: Therefore, you would agree that it is uncertain whether 150 seconds would be available to BCCI or not?

Ans: Given the nature of the game it is uncertain whether 2600 seconds would be available for Sony or not.

382. Q: Is it correct that under the Sony agreement of 25-3-2009, it was not permitted to withhold or make any reduction in the amount of right fee, however under the new agreement this has been permitted?

Ans: It is correct that under Sony agreement of 25-3-2009 Sony was not permitted to withhold any taxes on the rights fee. However, in practice BCCI had agreed that we could withhold taxes against payments made and all rights fee payments that were made were net of taxes and withholding tax certificate was provided to BCCI in each such instance. This practice was formally recorded in the restated agreement of 25-6-2010.

383. Q: Is it correct that while in 2009 Sony agreement they could not add bugs of channels, in the new agreement of 2010, Sony can show bugs of channels during telecast of matches while ball is in play?

Ans: Subsequent to the 25-3-2009 agreement, BCCI had agreed in writing with Sony to allow it to carry the bug of channel on which IPL was broadcast. This was subsequently incorporated in the restated agreement of 25-6-2010.

384. Q: I put it to you that there was quid pro quo of all the concessions shown by BCCI because they wanted to commercially exploit 150 seconds, but with no 150 seconds commercial exploitation available to BCCI these concessions need not have been granted?

Ans: I have no such recollection.

385. Q: Is it correct that in the new Sony agreement 2600 seconds FCT is now part of match rather than part of feed?

Ans: It is correct.

386. Q: While you made the witness Statement you were aware of the governing council of BCCI and its role?

Ans: Even as of today I do not know the exact role of BCCI governing council.

387. Q: Are you aware of governing council meeting dated 14th January 2008 which was in respect of media rights of IPL?

Ans: I do not recall.

388. Q: Are you aware of governing council meeting dated 25th January 2008 which was in respect of approval of Sony MRLA?

Ans: I am not aware of that.

389. Q: Before making the witness Statement in respect of role of Chairman of IPL Mr.Modi, did you ask BCCI that you should be shown the governing council minutes to find out his authority?

Ans: I did not ask BCCI any such thing before making my witness Statement.

390. Q: You obviously sent your Statement to the BCCI lawyer?

Ans: No, I have not. I sent my Statement to our general Counsel.

391. Q: Did anybody at any point of time including your general Counsel or somebody from BCCI inform you of the governing council decision dated 14th January 2008 and 25th January 2008?

Ans: No.

392. Q: What does the phrase “purported termination” means in your witness Statement?

Ans: Purported means that we had not agreed to the termination.

393. Q: Have you ever seen or were shown minutes of governing council dated 5-2-2009?

Ans: No.

394. Q: Are you aware that on 5-2-2009 the governing council took note of the breach by MSM and authorized Mr.Modi to take action against MSM or find alternate solution?

Ans: I don't know.

395. Q: Are you aware of the governing council minutes of 11th August 2009?

Ans: I don't know.

396. Q: Are you aware of working committee minutes of 22nd March 2009?

Ans: I don't know.

397. Q: Would it not have been proper before making statement on authority of Mr.Modi to enter into contracts or terminate them you would have referred to the BCCI records or ask for the same?

Ans: During our meeting with BCCI officials we were told that Mr.Modi did not have due authority.

398. Q: I put it to you that Sony knew that Mr. Srinivasan and Mr. Shashank Manohar had been engaged in almost public battle with Mr. Modi?

Ans: Information was only available through media reports.

399. Q: I put it to you that Sony allowed itself to be used as a pawn in the hands of Mr. Srinivasan and Mr. Shashank Manohar in their agenda against Mr. Modi?

Ans: I do not agree.

400. Q: I put it to you that Sony's objective was merely to ensure continuation of their rights in this spat?

Ans: Sony at all times wanted its rights to continue.

401. Q: I put it to you that Sony knew that Mr. Shashank Manohar and Mr. Srinivasan's contentions that Mr. Modi had no authority to sign the agreement was meritless?

Ans: I can't comment.

402. Q: I put it to you that Sony knew that all IPL franchisee agreement, media rights agreements had been signed by Mr. Modi?

Ans: We were not directly aware of this fact.

403. Q: Did you ask Mr. Srinivasan what about the Chennai Super King franchises agreement which has been signed by Mr.Modi?

Ans: It was of no interest to Sony.

404. Q: Did you ever send any mail directly addressed to Mr.Modi and Mr.Modi sent any mail directly addressed to you?

Ans: I don't think there is any exchange of mail directly between me and Mr.Modi.

405. Q: Did you ever telephone Mr.Modi or did he ever telephone you on any issue?

Ans: We have spoken to each other over the phone but I don't recall the issues.

406. Q: Would it be correct to say that before Kunaldas Gupta's ouster, he was the key person in Sony in contract with Mr.Modi, after Kunaldas Gupta's ouster Andy Kaplan was the key person in Sony in contact with Mr.Modi till termination and post termination Mr.Manjit Singh and Ms.Sneha Rajani were the key persons in Sony in contact with Mr.Modi?

Ans: This is broadly correct, except that post termination along with Mr.Manjit Singh and Ms.Sneha Rajani I was also involved.

407. Q: I put it to you that Ms.Sneha Rajani and Mr.Manjit Singh were the key interlocutors on behalf of Sony and not yourself and therefore they were better placed to make a witness Statement as compared to you. What would you say?

Ans: I was also involved along with Mr.Manjit Singh and Ms.Sneha Rajani in all the discussions and meetings.

408. I had given the facts to Mr.Ashok Nambissan who helped me draft the witness Statement. The facts were given to him orally. I do not recall how many drafts were prepared. I do not recall whether the drafts were given to me by emails or hard copies. I cannot place the various versions because they are company confidential records.

409. Q: You were asked to make a witness Statement regarding what matter/affair?

Ans: I was asked to make the witness statement regarding the events that led to the signing of the MRLA.

410. I have no knowledge if such drafts were sent by Mr.Ashok Nambissan to BCCI Counsel to see if these are in order. I had shown my draft to Mr.Manjit Singh and Ms.Sneha Rajani to check whether my recollection was correct or not. I do not recall how many changes were suggested by Mr.Manjit Singh and Ms.Sneha Rajani to my draft. But ultimately all three

of us agreed that this was the good draft to go to BCCI. At this late stage I am not able to recall what inputs were given by Mr.Manjit Singh and Ms.Sneha Rajani. If they are in the form of emails I will not be able to produce them because they are company confidential.

411. Q: You would agree that the Statement does not give full details of either termination of the Sony agreement or entering into of Sony agreement of 25th March or subsequent events leading to 25th June 2010?

Ans: It's correct that the Statement is not a full description of events but is only a summary of events. The witness Statement in this form was draft in consultation with Mr.Ashok Nambissan.

412. Q: Then it is reasonable to presume that while giving these inputs Mr.Ashok Nambissan would have taken care to see that your witness statement does not conflict with Sony's pending litigations?

Ans: Any prudent professional would safeguard the interest of the Company.

413. Q: What does the phrase "led to believe" in paragraph 3 of your witness statement means?

Ans: This is actions, information and representations made to us.

414. Q: Who in BCCI led Sony to believe and who in position of authority in Sony did believe, when you say “led to believe”?

Ans: the fact of Mr.Lalit Modi being the Chairman of IPL and the various communications sent by him, led us to believe.

415. Q: What does Section 9 of Arbitration & Conciliation Act, 1996, referred to in paragraph 4 of your witness statement means?

Ans: I don't recall as of now what Section 9 of Arbitration & Conciliation Act, 1996, means. I am not a lawyer, but the reference is with regard to termination proceedings.

416. Q: Who inserted the terms “purported”, “led to believe”, and “Section 9 of Arbitration & Conciliation Act, 1996”?

Ans: References to “purported” and “led to believe” were made by me in consultation with Mr.Ashok Nambissan and the fact that MSMS had initiated proceedings against BCCI under Section 9 of Arbitration & Conciliation Act, 1996 in the Bombay High Court was advised to me by Mr.Ashok Nambissan.

417. Q: When did MSMS decide that efforts should be made to try to settle the matter out of court?

Ans: I have answered this question.

418. Q: Who in MSMS took the decision of going to court?

Ans: I have answered this question.

419. Q: Who in MSMS took the decision of settling out of court?

Ans: I have answered this question.

420. Q: Is it correct that after the termination of the rights you were to meet Mr.Modi to discuss about getting back of India rights?

Ans: I have answered this question.

421. Q: Is it correct that WSG was called in the meeting because the rights were with WSG?

Ans: I have answered this question.

422. Q: You have said in your witness statement that "it was made clear to us that WSGM had exclusive rights" in paragraph 5. You have seen the agreement, tell us which clause leads to believe that it was non-exclusive?

Ans: That is why I have said that we were under genuine belief that the rights were given to WSGM.

423. Q: "Genuine belief" is your phrase or of Mr.Ashok Nambissan?

Ans: It is our joint phrase.

424. Q: Is it correct that you are not one of the addressees to the email dated 23-3-2009?

Ans: I have answered this question.

425. Q: The email forwarded to you does not form part of your witness statement?

Ans: I have not annexed anything to the witness statement.

426. Q: Can you produce Ms.Sneha Rajani mail to you and your mail trail thereto?

Ans: This is company confidential records and therefore I cannot produce the same.

427. Q: I put it to you that no such mail was forwarded to you?

Ans: I deny.

428. Q: Can you produce minutes of any meeting at any level in Sony held after 23-3-2009 with regard to acquisition of media rights and discussing any strategy to acquire them back?

Ans: This is company confidential records and therefore I cannot produce the same.

429. Q: Can you tell us on 30-5-2010 who in BCCI informed MSMS about the facts stated in paragraph 9 of your witness statement?

Ans: The then President and Secretary of BCCI.

430. Q: Is it correct to say that your entire witness statement is not based on your personal knowledge?

Ans: I disagree.

431. Q: Do you mean that no part of it is relied on statements given by anybody in Sony or on the basis of record?

Ans: It relies on information that was available to me on the date of my giving this witness statement which would have been based on my personal knowledge as well as shared knowledge/information.

432. Q: Can you point out from your witness statement the portions which are based only on your personal knowledge as against knowledge emanating from record or third party?

Ans: The portions marked A to B, C to D, E to F, G to H, I to J, K to L, M to N, O to P, Q to R and S to T are based on my personal knowledge.

433. Q: In the portion marked M to N the only thing in your knowledge is the email forwarded by Ms.Sneha Rajani to you. Is that correct?

Ans: Yes but the contents of the trailing mail were there.

434. Q: I put it to you that neither the mail nor Ms.Sneha Rajani has been produced by Sony as witness?

Ans: It is correct.

435. Q: In portion marked O to P you have written "MSMS wished" and "MSMS was induced". Who in MSMS wished or was induced?

Ans: MSMS is a company with multiple layers of organization so its difficult to pinpoint.

436. Q: I put it to you that you are neither employed with MSMS nor have anything to do with its Board or organization structure?

Ans: I agree that I am not an employee of MSMS nor on the Board of MSMS.

437. Q: I put it to you that therefore in your witness statement wherever you have attributed any role to MSMS that does not make any sense because you are not competent to say anything on behalf of MSMS?

Ans: I have answered this question.

438. Q: I put it to you that other things which are based not on your personal knowledge in your affidavit are based on record or information provided by someone?

Ans: I agree.

439. Q: I put it to you that you have not disclosed the record on the basis of which your statement is based nor provided the name of the person who is the source of your information in your witness statement?

Ans: I have provided all information as available to me.

440. Q: Are you aware that Mr. Srinivasan has got registered an FIR in Chennai in respect of Sony issue?

Ans: I am only aware based on media reports.

441. Q: Have you read that FIR or know its contents?

Ans: I do not know.

442. Q: Did anybody in Sony supply any factual material or statement to Mr. Srinivasan before he lodged his report?

Ans: Not to my knowledge.

443. Q: Did you or anybody in Sony give any statement before the Chennai police?

Ans: No, to my knowledge.

444. Q: Did you or anybody in Sony provide any documents to them?

Ans: Neither sought nor provided to my knowledge.

445. Q: I put it to you that you had not been forthcoming in your answers?

Ans: I have given answers based on information and knowledge available with me.

446. Q: I put it to you that various questions asked to you were evaded by you on the ground that the same are either company internal or company confidential or subject matter of other litigations?

Ans: I do not agree.

447. Q: I put it to you that you deliberately gave evasive replies so that truth may not come out?

Ans: I do not agree.

448. Q: I put it to you that if complete facts were disclosed it would be destructive of Sony or BCCI's case?

Ans: I have disclosed all facts as known to me and therefore I deny your suggestion.

449. Q: I put it to you that whole of your statement here including your witness statement is either subjudice in any litigation or otherwise pertain to company internal litigation?

Ans: I disagree.

450. Q: I put it to you that whatever you wanted to disclose you disclosed and are refusing to disclose what is contrary to your company's interest?

Ans: I have disclosed everything within my knowledge. As a professional I will never compromise the interest of my company.

451. Q: I put it to you that your witness statement does not give complete picture of entering into and termination of 2008 Sony agreement with BCCI and of 2009 Sony agreement with BCCI and of entering into 2010 Sony agreement with BCCI?

Ans: I agree that the detail information is not provided in my witness statement.

452. Q: I put it to you that prior to 22nd March 2009 Sony had agreed to match the WSGM price with BCCI?

Ans: I have already answered this question.

453. Q: I put it to you that prior to 22nd March 2009, Sony had agreed on figure of facilitation fee payable to WSGM?

Ans: I have already answered this question.

454. Q: I put it to you that as of 22nd March 2009, only issue pending with regard to Sony agreement was with BCCI including regarding termination clause and addition of teams clause?

Ans: I have already answered this question.

455. Q: I put it to you that post 23-3-2009 your dialogues with Venu Nair and Andrew Georgiu were primarily for satisfying contractual requirements of BCCI and had nothing to do with the facilitation agreement?

Ans: I have already answered this question.

456. Q: I put it to you that there was no question of MSM being therefore induced in to paying facilitation fee post 23-3-2009 based on alleged email communication of Mr.Modi?

Ans: I have already answered this question.

457. Q: I put it to you that MSMS was always aware that WSGM agreement was 15-3-2009 and not 23-3-2009 and therefore was also not stated in the press release, BCCI W4/7?

Ans: I have already answered this question.

458. Q: I put it to you that the date of 23-3-2009 was devised as a point more as an afterthought and an alibi to avoid contractual agreements?

Ans: I have already answered this question.

459. Q: I put it to you that WSGM started negotiations with you when they had the rights?

Ans: I have already answered this question.

460. Q: I put it to you that WSGM concluded financial negotiations with you and froze terms when they had the rights?

Ans: I have already answered this question.

461. Q: I put it to you that in your understanding with them for having direct India rights it was implicit that on the date Sony signed the BCCI, WSGM should not have India rights?

Ans: I have already answered this question.

462. Q: I put it to you that WSGM played crucial role in helping Sony get BCCI rights directly?

Ans: I have already answered this question.

463. Q: I put it to you that you have not disclosed information detrimental to Sony in its pending litigation with WSG and other party?

Ans: I have already answered this question.

464. Q: I put it to you that you have no authority in writing by the Board of MSMS to depose before this Committee?

Ans: I have already answered this question.

465. Q: I put it to you that Sony was aggrieved by the fact that Mr.Modi had terminated MRLA dated 21-1-2008 and hold grudge against him?

Ans: I disagree.

466. Q: I put it to you that Sony also held grudge because under the subsequent agreement Sony was required to pay much more to BCCI then it was required to pay under MRLA dated 21-1-2008?

Ans: I disagree.

467. Q: I put it to you that you have decided to depose before this Committee at the instance of Mr. Srinivasan and Mr. Shashank Manohar in order to ensure that Mr.Modi is kept out of BCCI/IPL?

Ans: I disagree.

468. Q: I suggest to you that while giving the witness statement here before the Committee, you have been taking advice from Mr.Ashok Nambissan who has been accompanying you every day?

Ans: I have already answered this question.

469. Q: I put it to you that you have received legal advice to the effect that you are not bound to disclose material which would go against MSM in its litigation with WSG?

Ans: As a professional I would always safeguard the interest of my company.

470. Q: I put it to you that you are conscious of the fact that even if you refused to disclose the relevant document or information, this Committee cannot force you to disclose such relevant information or document?

Ans: I agree.

471. Q: I put it to you that you are conscious of the fact that even you deposed incorrectly before this Committee, the same would not amount to perjury?

Ans: I have not done a legal evaluation of this so I cannot comment.

472. Q: I put it to you that in the above facts and circumstances you have refused to provide the relevant information and documents?

Ans: I have provided all information that I am aware of and could provide while at the same time safeguarding the interest of my Company.

473. Q: I put it to you that you cannot place on record any Board resolution or Rules or Regulations of your Company to show that the relevant information or document as sought during cross-examination were company confidential information or you are prohibited from disclosing the same?

Ans: I cannot place on record any document that has company confidential as I have the responsibility of safeguarding the interest of my Company.

474. Q: I put it to you that material facts have been suppressed in your witness statement and various facts have been incorrectly stated?

Ans: I disagree.

Note: The cross examination of Mr. N.P. Singh started at 6:00 p.m. and concluded at 10:00 p.m. The witness is discharged.

The aforesaid statement has been read by me and I accept it to be accurate.

(N.P.Singh)

Date: 24th April 2012.

