

BEFORE THE DISCIPLINARY COMMITTEE, AT TAJ PALACE,

NEW DELHI

Date: 30th October 2010

BCCI WITNESS NO.3

Mr. PAUL MANNING

The witness statement is signed by me and I affirm the contents of the same.

X X X

Cross Examination of Mr. Paul Manning by Mr. S.S. Horra on 30th October 2010 at 6:00 p.m. via video conferencing from St. James Court Hotel Crown Plaza, London

1. My role in the IPL related to drafting various contracts relating to media rights. I had drafted the BCCI media rights contract for the year 2008 which included the contracts with MSM, WSG, LCM and another contract with WSG. I also drafted the documents relating to theatrical rights.
2. Initially Mr. Sundar Raman informed me that I would be asked to make the witness statement thereafter Mr. P.R. Raman was in touch with me with regard to preparation of the same. I can't recall the exact date but it was a week before my witness statement that Mr. Sundar Raman spoke to me. Mr. Sundar Raman spoke to me once in this regard. Mr. P.R. Raman spoke to me once or twice either telephonically or through video conferencing in this regard.
3. I would not be able to give you the details regarding my conversation with Mr. P.R. Raman in connection with preparing my witness statements since I would need BCCI/ Mr. P.R. Raman's consent. I cannot tell you broadly on what issues relating to media rights Mr. P.R. Raman discussed with me in

connection with the witness statement since I would need BCCI/ Mr. P.R. Raman's consent. On being asked whether he did not discuss Live Current Media or theatrical rights, the witness's reply is the same as above.

4. I am aware that a number of show cause notices were issued to Mr. Modi but I am not aware about three notices. I am aware that there is also a show cause notice in relation to the media rights. Broadly, I am aware of the contents of the same. I am aware that there is a show cause notice in relation to theatrical rights and internet rights.

5. **Q. Who exactly asked you to make this witness statement from BCCI?**

A. The request came from Mr. Sundar Raman and I understood it to be on behalf of the BCCI.

6. I am a qualified Barrister. I am currently a non-practicing Barrister. I did discuss within the IMG, when I was required to give the witness statement. I discussed the same with Mr. John Loffhagen, Mr. Peter Griffiths and Mr. Andrew Wildblood. I suppose it is correct that IMG took a decision when we were asked to give a witness statement. I am not aware whether after the suspension of Mr. Modi, BCCI President had threatened to terminate the IMG contract and that this was reported in the media.

7. IMG represents many significant clients and BCCI is one of them. I am not aware that if these witness statements were not being given, the BCCI would have terminated the contract. I do not believe that it is the case that we are giving witness statement to protect our contract with the BCCI.

8. I do not recall exactly how many drafts were made before the final draft witness statement was submitted. It could have been three or four. Mr. P.R. Raman made the first draft statement. This is what I understood. I would not be in a position to inform you as to what changes were made in the initial draft without the consent of the BCCI/ Mr. P.R. Raman. I would not be able to produce the various drafts till Mr. P.R. Raman consents to the same. I am now asking Mr. P.R. Raman who is present in the hearing to permit me to show the draft witness statement.

9. Mr. P.R. Raman, Advocate states that on behalf of BCCI he cannot agree on such disclosure.

10. It is purely speculative to suggest that it would have worsened the IMG - BCCI relationship if IMG had not submitted the witness statements.
11. It is correct that I have had an extensive involvement in the matter of IPL media rights. My involvement was from the legal perspective. My role in this regard started in December 2007. This continued till the suspension of Mr. Modi.
12. Mr. P.R. Raman did enquire from me the details of what transpired in the media rights and we discussed the same.
13. Mr. P.R. Raman intervenes to say that the witness may answer the question. If he had an objection about some disclosure he would mention it specifically.
14. We did discuss about LCM, internet rights and theatrical rights. We discussed the formation of the Sony and WSG contract in the year 2008. We also discussed the circumstances that had led to the breach of Sony contract. We also discussed the circumstances in which the WSG Mauritius contract was signed. We also discussed the signing of 25th March 2009 agreements between BCCI and Sony and BCCI and WSG India. I do not recall discussing the amendments which were made in the Sony agreement to permit BCCI to exploit 150 seconds FCT. I do not believe either theatrical rights or internet rights formed a part of the draft statement.
15. The circumstances leading to two separate agreements for India and ROW in 2008 did not form part of the draft statement. The circumstances leading to the termination of Sony contract in 2009 did not form part of the draft statement. The circumstances under which WSG Mauritius got the India rights were also not part of the draft statement. I mentioned in my witness statement particular inclusion of clauses in the MSM and WSG contracts. The entering into of agreements dated 25th March 2009 with Sony and WSG are implied by my referral to those in my witness statement.
16. The reference in the witness statement is not a complete description of what transpired of the events leading to the agreement of 25th March 2009. I cannot comment on Mr. P.R. Raman's alleged desire about containing limited information in the draft witness statement. My recollection is that the witness statement did not provide a full account of the events leading to the agreement of 25th March 2009. It is true that it covered only limited facts relating to preparation of the agreement. I will not be able to comment whether my witness statement was selectively drafted on the basis of information which we discussed.

17. A copy of the show cause notice was sent to me by Mr. P.R. Raman's assistant. On reading the show cause notice I did come to know of the exact charge against Mr. Modi on the Sony/WSG deal. Mr. P.R. Raman did not tell me the issues that I would have to depose on but he discussed my role in the preparation of the media rights contract. Mr. P.R. Raman did not tell me any issues that I would not depose. It is understood that I would depose on matters where I was involved. I do not recollect any such issue that he told me that I could not discuss on the ground of confidentiality. I have already stated that my witness statement is not a complete account leading to my role in the drafting of media rights contract. The statement does not contain everything which I disclosed to Mr. P.R. Raman. I do not recollect how many times I discussed the matter with Mr. P.R. Raman after submitting the witness statement. Nevertheless, there were discussions held with me. The discussions were about my involvement in media rights of IPL. While I was in India to give my testimony I did not discuss with Mr. P.R. Raman the reasons why I was in India. However, I discussed with him my involvement in the media rights issue. We did discuss the grant of media rights in 2008, the breach in the year 2009 and the circumstances leading up to the agreement dated 25th March 2009. We also discussed my involvement in the contract of internet and theatrical rights and numerous other factors. We were discussing media rights but it was in relation to my giving evidence.
18. I have met the President and Secretary of the BCCI after the show cause notice was issued. I met them in May 2010 in Mumbai and I also met the Secretary at the start of hearing at Delhi. My discussion with the President and Secretary was in relation to my involvement in the media rights. It was very similar to the discussions I had with Mr. P.R. Raman. I do not recall Mr. Chirayu Amin being present at the meeting. Thereafter, I met him only after the hearing started in Delhi. In Delhi, except for greetings, we did not discuss anything.
19. CSI Sports Trading Limited was a company which was taken over by IMG in 2007. Both CSI and IMG are sports marketing agencies. Sports marketing agency also take up media rights contracts. Both CSI and IMG are involved in media rights contracts. In cricket, CSI represents CA, CSA, NZC in relation to media rights. IMG has part of the media rights of EPL. IMG also has rights of English football League and various tennis rights and it is not necessary that we have the rights but we do represent the events.
20. One possible model in media rights is to transfer the media rights and earn a commission on the same. The alternate model is to purchase the rights and thereafter sell it. A media rights agency can sell the rights on behalf of the

sports federation or purchase the same from them. The sports marketing agency can also advise the rights owner how best to exploit their rights. The Sports Marketing Agency can earn a commission on sales or a fixed amount or a combination of both. The sale can be to a broadcaster or to another agency. It is correct that the broadcaster would be the end user. I have not attended the Governing Council meetings of the IPL. The manner in which the Sports Marketing Agencies distribute or advise on distribution of rights are on well established market practices.

21. The media rights ITT in 2007 was drafted by my predecessor Mr. Paul Lucas. It was based on the instruction from the BCCI. I was involved in various alterations of the media rights ITT. There were number of clarifications in December 2007 and January 2008. Bidders had to file their bids based on those clarifications and what was originally stated in the ITT. Both broadcaster and marketing agents were allowed to participate in the media rights ITT. It is not universal that this practice is followed as some times Governing bodies want direct contact with broadcasters and not through the marketing agencies. But sometimes it is so; such as in the case of Cricket Australia, some football associations and some tennis associations. There is nothing unusual about granting media rights to marketing agencies.
22. Selling the media rights was a key part of establishing the league. I do not know the exact arrangement as to where the income goes. I cannot comment on the nature of the potential bidders for the franchises. I cannot answer the question whether the franchisees could be leveraged because of successful exploitation of the media rights. It is correct that the first set of agreements with Sony and WSG India were entered into on 21st January 2008. I am not aware that the franchisee auctions were shifted from 18th January 2008 to 24th January 2008 since media rights contract were entered into on 21st January 2008.
23. I had drafted the January 2008 agreements. It is true that from 14th January 2008 when the contracts were awarded till the signing of the agreement on 21st January 2008 by IPL, myself, Sony lawyers and representatives and WSG lawyers and representatives have worked. I was not in India at the time of opening of the bids on 14th January 2008. Mr. Andrew Wildblood was there. I do not remember if there were three bidders who had submitted the bid for media rights. I am aware that Sony had submitted the bid for media rights and withdrawn the same. I recollect that ESPN had bid for media rights but their bid was technically non compliant. I am not aware that the ESPN bid did not give any specific figures but it was a revenue sharing model. I am aware that WSG was the only bidder qualified on technical grounds.

24. There was uncertainty about the IPL because it was a new event. I knew that there was another Twenty20 format namely ICL. However, I do not know whether it was a failure. It is correct that WSG had participated in the Tender as Marketing Company.
25. WSG is a well established agency. It was earlier known as Asia Sports Group. It was primarily involved in Asian Golf and Asian Football. I am aware that even prior to IPL it had a joint venture to handle the cricketing rights. I cannot say whether it was dominant in Asian football; however, it was involved in Asian football. I am aware that the share holding is partly held by Pendsu of Japan. My understanding is that a part of the share holding is held by La Gardia of France. La Gardia is a conglomerate of France.
26. **Q. Does WSG enjoy high credibility in Sports Marketing?**
- A. It is a well established agency.
27. It is correct that sometimes taxation consideration play an important part in the location of offices of these media rights companies. I am aware that several companies operate out of Mauritius but I cannot say that of several Sports marketing companies. I do not know why Sony operates out of Singapore. I cannot say that they do so because of a tax holiday. Other than WSG, I have recently become aware that a sports broadcaster named M/s Willow who operates out of Mauritius. I do not know if there is an NDTV Mauritius which is currently operating. My understanding is WSG Mauritius is part of the WSG Group. I am aware that WSG has an office in Singapore. My understanding that WSG India is also part of the WSG Group. Mr. Venu Nair and Mr. Andrew Georgio were representing WSG India in the 2008 contract but they were not the only people.

X X X

Note: The cross examination of Mr. Paul Manning started at 6:00 p.m. and continued till 8:15 p.m. The cross examination remained inconclusive and shall continue from 6:00 p.m. on 31st October 2010.

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

(Paul Manning)

Date: 30th October 2010

ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R. AMIN

BEFORE THE DISCIPLINARY COMMITTEE, AT TAJ PALACE,

NEW DELHI

Date: 31st October 2010

BCCI WITNESS NO.3

Mr. PAUL MANNING

X X X

Cross Examination of Mr. Paul Manning by Mr. S.S. Horra on 31st October 2010 at 6:00 p.m. via video conferencing from St. James Court Hotel Crown Plaza, London

1. I am not aware that ESPN Mauritius Ltd. exists. I am aware that ESPN star were awarded rights for ICC from 2007-2015 but I am not aware that ESPN Mauritius was the entity that was given these rights. I am aware that Zee TV has an entity in Mauritius called Asia Today Limited. LCM was given rights for development of Web Portal of BCCI and IPL. I am not aware that LCM is a

well known e-commerce company. I am not aware that LCM is listed on NASDAQ. I am only aware of LCM's cricket.com website. I am not aware that this website existed prior to LCM entering into contract with BCCI. I am aware that Mr. Mark Melville was a Senior Executive of LCM. I am not aware that he continued in this position in 2010. LCM had two contracts with BCCI, one for BCCI and one for IPL. I recall it was a 10 year contract but I don't remember the exact minimum guarantee figure and the revenue share figure. I don't know any of the details of LCM's contract with the BCCI. I was not involved in the BCCI website negotiation. The IPL website contract was initially drafted by LCM and we negotiated on that. I was representing the BCCI for the IPL website. I am not aware that these contracts were approved by the Working Committee of the BCCI or the Governing Council of the IPL or the SGM of the BCCI before it was executed. I am not aware that BCCI had not obtained a good price for auction of the website rights prior to the LCM contract. I am not aware that BCCI had entered into a contract with TCN prior to this. I am not aware that Accenture was advising BCCI on the same.

2. I am not aware that BCCI had issued a Tender for Web Portal Rights in 2007. I am not aware of the bid after the contract in the Tender offered by BCCI in which the best offer was by TCN for 1.3 million US\$ guarantee security for ten year term. I am not aware that good bids were not coming in and, therefore, negotiations were done on behalf of BCCI. I was not aware whether President, BCCI's consent was taken or not with regard to LCM contract for the IPL website. I was acting on the instructions of Mr. Modi and Mr. Sundar Raman. I cannot comment on the nature of the publicity that the contract received. I was aware that the rights that were granted to LCM through that contract had not been granted by BCCI-IPL to anyone else on any of the contracts that I worked on personally and I sought guidance on this from Mr. Sundar Raman. I don't recall that these were subject to BCCI broadcast partner rights.
3. On being shown the MOU document dated 16th April 2008 (Volume 12 document 1) the witness confirms that Clause 3.2.1 and 3.2.3 provide that LCM is entitled to rights that were not committed to BCCI-IPL contracts and were subject to IPL broadcast partner rights.
4. Olswang were representing LCM in the meeting that I attended with them. I don't know where the contract was executed. I met with Mr. Mark Melville but I don't recall meeting with Mr. Geoff Hampson.
5. On being shown MOU document dated 16th April 2008 (Volume 12 document 2), the witness said that they were identical without comparing line by line. On reading the document, the witness confirms that Clause 3.2.1 and 3.2.3 provide

that LCM is entitled to rights that were not committed to BCCI contracts and were subject to BCCI broadcast partner rights.

6. On being shown Clause 3.2.6 in both MOUs, the witness confirms that LCM was granted the internet rights on a delayed basis and not on live basis. I am aware that BCCI had taken back the BCCI website because it wanted to be an official website and not a commercial website. I am aware that LCM gave back the rights to BCCI that had been granted to it by BCCI in respect of the BCCI website. I am not aware that LCM had written a letter to BCCI handing back the rights to BCCI for the BCCI website. I am not aware that as a consideration for handing back the BCCI website rights LCM had asked for permission for transfer of IPL website rights to another company called GCV Mauritius.
7. The witness is shown a letter (Volume - 12 page 414) dated 15th March 2009 from LCM to Mr. Modi, which is marked as **BCCI W-3/1**. The witness confirms that the letter states that LCM had requested for permission for transfer of IPL website rights to another entity.
8. I am not aware that LCM had transferred the cricket.com site to GCV. I am not aware of anything to do with cricket.com website and thus transfer of any rights along with cricket.com. I can't recall details of any monetary compensation paid by BCCI to LCM for recalling the BCCI website rights. The Novation agreement with GCV was sent to me by Mr. Mark Melville and I negotiated it based on Mr. Lalit Modi's instructions on behalf of BCCI. Mr. Mark Melville represented GCV in those negotiations. As far as I understood LCM did not have a representative in those negotiations. In my understanding Mr. Mark Melville was representing GCV and not LCM.
9. On being shown the LCM MOU dated 16th April 2008, the witness states that it appears that Mr. Mark Melville signed as a witness on behalf of LCM but I cannot say that he represented LCM. On being shown the GCV Novation agreement (Volume 12 page 428), the witness states that it appears that Mr. Mark Melville has signed as Director and CEO of GCV Singapore. I am not aware that while this agreement was concluded Mr. Mark Melville continued as Senior Executive of LCM.
10. On being shown Clause 22 (a) & (b) (Volume 12 page 417), the witness states that it appears that the document says that GCV takes on the liability of LCM under the IPL contract and further will also pay the 750,000 US\$ due under the BCCI contract.

11. On being shown Clause 4.12 (Volume 12 page 422), the witness confirms that the clause permitted GCV Singapore to assign to another GCV entity from Mauritius.
12. The rights were transferred to GCV Singapore after signing of the agreement. I am not aware that the Novation agreement was ratified by the GC of IPL or the Finance Committee of the BCCI. I am not aware that GCV Singapore wrote to BCCI that the rights and burden under the Novation agreement were to be transferred to GCV Mauritius.
13. On being shown a document from GCV Singapore to Mr. Modi on (Volume 12 page 430) dated 14th July 2009 marked as **BCCI- W3/2**, the witness states that the letter only mentions that the rights will be transferred to Global Cricket Ventures Limited and does not mention whether it is Mauritius or otherwise. BCCI would have to be satisfied that indeed GCV Limited was a Mauritius entity in order for transfer to take place under the Novation agreement as BCCI consent would be required for any other assignment.
14. I don't know whether it was Mr. Mark Melville's signature or not on that letter. I am not aware that after the assignment to GCV Mauritius, BCCI received 2.25 million US \$ for the assignment of both the portals. I only recall that when Mr. Mark Melville sent the initial draft for assignment to GCV Mauritius, I advised Mr. Modi that the rights cannot be transferred to an entity that did not exist and therefore these rights were transferred to GCV Singapore – an entity that did exist. The first draft that Mr. Mark Melville sent me stated that the rights were to be transferred to GCV or an unnamed entity in Mauritius as far as I can recall.
15. Upon my stated reservation that these rights cannot be transferred to an entity that does not exist, GCV reverted and requested for transfer to GCV Singapore. I am not aware that from August 2009 Mark Melville headed the GCV Mauritius nor am I aware that he was also President of LCM. I am not aware that IPL was dealing with Mark Melville on behalf of GCV Mauritius post the transfer.
16. It is correct that WSG bid was a global bid in 2008. I cannot recall whether it was a consortium bid or not. In a consortium bid partners are jointly and severally liable. Sony was a channel partner of WSG in India. Merely by being a channel partner Sony did not become a consortium partner. I was aware that Sony was named in WSG's bid as the proposed broadcaster in the Indian subcontinent. I did not know whether an arrangement was concluded or not. I

cannot comment on the nature of understanding between Sony and WSG. I cannot recall if the tender envisaged a global bid, an Indian bid and an ROW bid. I am not aware that Sony chose not to make a bid. It is correct that the reserve price under the bid was 59 million US \$ per season. My understanding is that TAM rating is the recognized rating of audience following the transmission in India. I do recollect that for Season 2, the WSG bid was based on the TAM ratings of the League. I clarify that part of the right fee was dependent on a particular TAM rating being achieved. I do not recall the exact numbers of the TAM rating required for the rights fee. It is correct that if a particular TAM rating was not achieved the offer of the WSG would have been non compliant because of the reserve fee of US \$ 59 Million. I cannot give you the exact figure of the rights fee dependent on achieving the TAM rating. I cannot comment that it would have put the IPL in a precarious position since the Franchisee agreements had to be signed without a compliant television rights bid. I am not aware that it was Mr. Modi's insistence that the WSG bid had to be made compliant with the reserve price of 59 Million US \$. I am aware that after the submission of the WSG bid there were negotiations to make the WSG bid IPL compliant. I do not know who all participated in the negotiations. I am not aware that WSG was told to make the bid compliant even if the shortfall is paid at the end of the five year period. I am aware that that is what happened as per the final document. It is correct that during these negotiations Sony insisted on a direct licence for India and not a sub-licence structure. I do recollect that finally it was agreed that Sony would have the first five year rights of India with an option of five year renewal and WSG would have the ROW rights. I do not know how WSG and Sony worked out the apportionment of the rights fee between India and ROW but it was Mr. Modi who informed me of the same. Clearly WSG and Sony would have agreed to the apportionment. It is correct that the two contracts were firmed up by 21st January 2008. It is correct that the TAM dependent fee featured only in the Sony contract and not the WSG contract. The rights fee payable by for the ROW rights by WSG is not dependent on TAM rating. It is true that for year 6 to 10 in the WSG contract even the Indian rights payment was not TAM dependent as far as I can recall. I cannot recollect if Sony was apprehensive and it wanted to deduct the money if the TAM figure was not achieved. It is true that Sony kept an option of the first five years mandatorily with an option of next five years. I cannot comment whether Sony did so on an apprehension about the success of IPL. It is correct that if Sony had got deductions because of TAM account WSG would have made good that amount to BCCI.

X X X

Note: The cross examination of Mr. Paul Manning started at 6:00 p.m. and continued till 8:15 p.m. The cross examination is inconclusive. Mr. Paul Manning states that he has to undergo a knee operation around 15th November 2010 and that he would not be available for two weeks thereafter. In view of unavailability of Mr. Paul Manning on medical grounds, the BCCI is directed to make available its fourth witness i.e. Mr. Sundar Raman for conduct of cross examination on 21st, 22nd, 23rd and 24th November from 6 p.m. to 8.30 p.m. at Hotel Taj Palace, New Delhi. The remaining cross examination of Mr. Paul Manning shall be conducted after the conclusion of cross examination of BCCI Witness No.4 Mr. Sundar Raman.

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

(Paul Manning)

Date: 31st October 2010

ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R. AMIN

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

Date: 23rd August 2011

BCCI WITNESS NO.3

Mr. PAUL MANNING

X X X

Continuation of Cross Examination of Mr. Paul Manning by Mr. S.S. Hora, Advocate on 23rd August 2011 at 6:00 p.m. IST at St. James Court Hotel, Buckingham Gate, London

1. I do not know the details of ownership of Willow TV or whether it is owned by GCV. I am aware that GCV held certain Mobile rights to IPL. I do not know if GCV owns Mobile rights from Apalya technologies, July systems Cric Zenga and Smartphones. I do not know if Lagardere is the third largest corporation in France but I know they have extensive interest in Sporting Rights. I am not aware that their sales in 2009 is above to 8 billion Euro. I am aware of Dentsu's interest in sports rights. I am not aware that they are the marketing partners of FIFA IAAF and Olympic Council of Asia. I am not aware that their turn over is in excess of 2 trillion Yen. I am not aware that ISE is a stake holder in WSG. I am aware of ISE's interest in sports rights in the Middle East but I don't know that Dallah Albaraka are involved. I am not aware that ISE is owned by Dallah Albaraka. I don't know if WSG bid 550 Million US\$ to win the rights for 2003 Cricket World Cup. I am not aware whether WSG acquired ICC rights in 2007 in a widely reported deal for 1 billion US\$. I am not aware that WSG Holdings through WSG Singapore holds 100% stake in WSG India. I am not aware that 100% stake in WSG Mauritius is held by WSG Holdings.

2. I can't remember the exact number and therefore cannot say if in the 2008 contract WSG had a liability to BCCI of 35 Millions US\$ on account of TAM related payments to be made by Sony but it was around that figure. I can't remember the exact mechanism of the 2008 Sony agreement and therefore cannot say if its option to extend the contract had to be with the consent of WSG. If Sony had exercised the option to continue the contract for years 6-10 the rights fee payable by WSG to BCCI in years 6-10 would have been reduced. I cannot say if this figure of reduction was decided between Sony and WSG. I was only given the numbers.

3. **Question:** Looking to the exercise of the option by Sony and apportionment of right fee on exercise of option would it be clear that there would be a third agreement between Sony and WSG?
4. **Answer:** I think there was a third agreement but I did not see it.
5. I cannot confirm or deny your suggestion that BCCI or IMG were not aware of the terms of the contract as I do not have knowledge of the same.
6. I am now aware that an option fee was payable but I am not aware of the exact amount and therefore cannot say if it was US \$ 25 Million. I do not know for sure if besides the option fee Sony was also required to pay the top up fee to WSG of upto 35 Million US \$ on account of TAM deductions. I cannot comment if payment of option fee by Sony was usual or unusual in media practices. When the bids were made on the face of it the risk of the bid was taken by WSG and not by the channel partners. There was a general feeling after the first IPL Season that IPL was a success. I was not aware of the TAM rating for the first two years. I am not aware whether after the first year Sony refused to pay 10 Million fee because TAM rating was not achieved.
7. I am aware that there was some dispute over Sony's reach but I don't know the details of the dispute whether it was not having sufficient reach in South India. I am not aware that the initial dispute with Sony was because they were insisting on deduction of 10 Million US\$ for not achieving TAM rating. I can't recall the exact date but I am aware that the Big TV had won the ground sponsorship rights tender in 2008. Ashok Nambissan is Sony's lawyer. I remember being in correspondence with him but I cannot recall the details or if I had informed him of Big TV's sponsorship for digital TV segment. The e-mail at **Vol 1 Page 189 and 190** is sent by me in respect of Big TV sponsorship. It is correct that Sony was required to give preference to the ground sponsoring partners of the BCCI as per their contract.
8. It is correct that despite the Big TV deal Sony went and signed a deal with Airtel in the same category. It is correct that this led to the cancellation of the Big TV contract since Big TV walked out. I cannot

say if the loss of the Big TV contract was viewed very seriously by Mr. Modi. I did write to Sony with regard to the breach committed by them. I sent this notice on Mr. Modi's instructions. Sony refuted these allegations with regard to the breach of contract. We were told by Mr. Modi to identify all breaches of their contract by Sony. I am aware that as part of the contract Sony was to telecast 5 spots of 30 seconds to promote IPL. I do not recollect the exact nature of the spots which they finally displayed but I know there was a dispute with regard to these spots. I recall sending a notice to Sony with regard to these spots. However I don't recall the details. I do not recollect Sony's response to that notice or whether Sony had in their reply stated whatever was provided by IPL was being telecast by them. I am aware that Sony was required to provide certain information with regard commercial IPL time and I also remember that some information was incorrect but I do not recall the details. On this account I had sent another legal notice to Sony. I am aware that Sony was not permitted under the contract to insert any graphics or commercials while the ball was in play or during replays. On subsequent review it was found that graphics and commercials were indeed inserted and therefore I sent a notice to Sony once again. To the best of my recollection the general response from Sony was that these were at best merely operational issues. I can't recall if Sony had asserted that they have a good case legally on each issues raised by IPL.

9. I am aware that Mr. Andrew Wildblood sent a notice in May 2008 to Mr. Kunal Dasgupta in Sony complaining of unauthorized insertions by Sony. I am not aware of any other complaint made on this issue by BCCI between Mr. Andrew Wildblood sending letter in May 2008 and me sending a notice in February / March 2009. I cannot comment on whether during the period from May 2008 to January 2009 these insertions would as per IPL resulted in a termination but I do know that they were taken seriously. Following this in February/ March 2009 Mr. Modi instructed us to write letters threatening termination of the contract due to these insertions.
10. It is correct that Mr. Andrew Wildblood, Mr. John Loffhagen and I had doubts whether these insertions could imply possible termination. It is true that we had voiced our concern to Mr. Modi and that the remedy could be damages and also that Sony could possibly obtain an injunction preventing a replacement of broadcaster. Mr. Modi communicated to me

that interruption of live feed was unacceptable and therefore we must terminate. I was not aware while the breaches were being debated, IPL was asking Sony to pay the full rights fee for the next year without deduction of TAM amount. I don't remember whose idea the drink break was. I cannot say whether it added value to IPL rights. I do recall being informed that GC had authorized Mr. Modi to deal with Sony's breaches but I don't recall the details. I don't remember if the Sony notices were simultaneous in time with negotiations by Mr. Andy Kaplan with IPL. I am aware that Mr. Modi was insisting in those discussions for removal of TAM clause which Sony did not agree. I recall that TAM rating clause, the Big TV loss and drinks breaks were part of the discussions. I do not recall the other issues. I can't really say if it was necessary to tie up with another broadcaster before terminating the contract with Sony.

11. I am aware that discussions took place with ESPN Star. Andrew Marshall is the General Counsel of ESPN Star. I am aware that Mr. Andrew Marshall was in contact with Mr. Modi with regard to India rights. ESPN Star told us that they were apprehensive of legal complications due to possible legal action by Sony. I am aware that a meeting took place in Mumbai around 19th February 2009 with Sony. I can't remember who exactly attended but there were number of persons from Sony, IMG and BCCI. I was not there. I do not remember the IPL's stand on Big TV deal by then. It is correct that IPL was asking Sony to compensate for Big TV deal. It is correct that IPL wanted additional revenue from Sony for drinks break. I can't recall the exact response from Sony whether they said it was covered under their agreement. Yes it is possible that breaches by Sony gave opportunity to IPL to squeeze in negotiations with Sony for additional revenue for drink break . I do not know whether Sony felt it should not give anything more to IPL than what was already being given under the agreement.
12. I do not recall if Sony felt that the price for commercial time would come down because of more inventory due to drinks break. It is true that IPL wanted additional revenue for drinks break not only for year 2-5 but also year 6-10. I don't agree that till then no issues were raised for breaches by WSG. WSG were making available IPL highlights in flight whereas they did not have that right and we raised it prior to February 2009. As far as I recall we informed Mr. Modi of this and he instructed us to issue a notice to WSG which we did. I can try and obtain a copy of that notice

tomorrow. I am not aware if Sony did not want to take year 6 to 10 liability for drinks break commercial time. I am not aware whether Sony wanted WSG to take increased liability from year 6 to 10. There was an obligation on BCCI to discuss with WSG for exploitation of rights if BCCI terminated the Sony agreement. I don't recall if Mr. Modi wanted Sony and WSG to internally resolve the payment to BCCI for years 6 to 10. I cannot say what Mr. Modi wanted but the e-mail in this regard states that Mr. Modi wanted WSG and Sony to resolve the payment from year 6 to 10. The e-mail is already marked as exhibit **BCCI W4/52**. **BCCI W2/14** is a mail from Mr. John Loffhagen to Mr. Modi and a copy marked to me which sets out the breaches that Sony has committed and the possible recourses that the BCCI would have. I vaguely recall that Sony wanted a revenue sharing model rather than the fixed payment model for the drinks break commercial time. I can't recall if they wanted ratio 65:35 for BCCI and Sony. I can't recall if Sony wanted the IPL to sell the inventory by themselves and pay Sony its share. I can't remember if it was Sony's case that BCCI's allegations of breach were incorrect and what BCCI wanted really was more money. I do recollect that Mr. Modi was negotiating for higher revenue for BCCI with Sony. I was not aware that Mr. Modi wanted all communications with Sony to remain oral without written record lest it be said that BCCI was only after more revenue. I do not know if Mr. Modi was suspicious that written communication from BCCI may be used by Sony against BCCI. Having seen e-mail dated 21st February 2009 (**BCCI W4/54**) I now recall that Mr. Modi wanted communications to be verbal with Sony with respect to time out payments and he had indicated that Mr. Kunal which I believe refers to Mr. Kunal Dasgupta told that Sony might be looking for angle from this. The e-mail says that I and Mr. Andrew Wildblood interact with Sony on behalf of BCCI rather than Mr. Modi. I can't say whether Mr. Modi was apprehensive or not about making written communication with Sony.

13. I recall Mr. Modi asking us to get certain information from Sony but I don't remember if he asked for all RO's, Invoices and signed deals for advertisements to know the value of drinks break. I can't recollect if during these discussions WSG refused to take additional liability for years 6 to 10 on account of drinks break. I don't remember that Sony wanted to tie up the value of additional drinks break time on the basis of previous year's average. We were involved in the settlement discussions

but at this length of time I can't recall the specifics. As far as I can recall Sony wanted exclusivity for three categories if they were to pay for Big TV replacement and they also wanted a cap on the number of IPL ground sponsorships IPL could sell. I don't remember if the best offer given by Sony was revenue sharing at 75:25. I don't remember if Sony was willing to give only concession of TAM deduction fee for year 2 but not for years 3 to 5. Based on the settlement terms shown to me I agree that Sony wanted 75:25 revenue share between BCCI and Sony for drinks breaks and rating bonus to be paid for year 2 but to remain if Sony did not exercise the option.

14. The settlement terms sent by e-mail dated 24th February 2009 shown to me is marked as **BCCI W3/3**. These proposals were not accepted by IPL. I can't recall exactly whether Mr. Modi wanted that TAM clause should be deleted and fixed number of minimum guarantee should be given for drinks break. I do not recall the stand taken by WSG that its agreement was not connected with the ongoing issue between Sony and IPL. The email you have shown me (**BCCI W4/57**) states that WSG was not willing to take additional liability for year 6 to 10. The email states that if Sony or IPL were to exploit those rights, WSG's value will be affected. To the best of my recollection IPL was willing to give only one exclusive ground sponsorships to Sony on account of Big TV. I can't remember a good faith negotiation period as per contract between BCCI and Sony.

X X X

Note: The cross examination of Mr. Paul Manning started at 6:00 p.m. and continued till 9:00 p.m. IST. The cross examination is inconclusive and shall continue on 24.8.2011 at 6:00 p.m. at Hotel Taj Palace, New Delhi.

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

(Paul Manning)

Date: 23rd August 2011

**ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R.
AMIN**

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

Date: 24th August 2011

BCCI WITNESS NO.3

Mr. PAUL MANNING

X X X

**Continuation of Cross Examination of Mr. Paul Manning by Mr. S.S.
Hora, Advocate on 24th August 2011 at 6:00 p.m. IST at St. James Court
Hotel, Buckingham Gate, London**

1. Post sending of notices and discussions with Sony it is true that IPL wanted TAM clause to go completely. It is correct that IPL wanted to give exclusivity to Sony on only one category. I can't remember if Sony wanted to participate in any Tender that IPL may bring out to exploit the drinks break commercial time. **BCCI W4/60** seems to suggest that Sony wanted to force BCCI go through the tender route for exploitation of drinks break commercial time. I did not participate in the discussions between IPL and Sony in February 2009 and I cannot say if Sony did not want to conclude the issues expeditiously one way or the other. Looking at the mail trail shown to me of 2nd March 2009, I cannot say that Sony unauthorisedly allowed Group M to sell the ground and on air package of sponsorship for IPL as I have no personal knowledge. The mail trail is marked as **BCCI W3/4**. Sony did not have the rights under its agreement to deal with IPL ground packages. I do not know whether Mr. Modi called for the meeting for alternate broadcasters but I know that there was

a meeting in Macau with ESPN Star. I do not know about News Corp participation in this meeting. I did attend the meeting on Mr. Modi's instructions. I admit the mail trail marked as Exhibit **BCCI W3/5**. At Mr. Modi's request and pursuant to his instructions I did start drafting the new media rights agreements in Macau. I can't say whether in that meeting in Macau Mr. Modi's intention was to bring greater revenue to BCCI but I do remember that the value of the rights were increased from the previous contract. ESPN were reluctant to negotiate with IPL until Sony's contract was terminated because they feared the legal consequences. It is correct that during the meetings Mr. Modi tried to assuage their fears and convince them to enter into a negotiation with BCCI. ESPN were also concerned in regard to WSG agreeing because year 6 to 10 rights were with them. It is true that ESPN was concerned about the size of the figures in the agreement. I don't recall whether ESPN wanted Mr. Modi to bring on WSG to form the agreement. Under WSG's contract if the Sony contract terminated before the end of its term, the BCCI was obliged to discuss in good faith the exploitation of the media rights for the Indian subcontinent with WSG that is why WSG was involved in these discussions. This would have applied for year 2 to 5 if the Sony contract was terminated prior to that. The meeting in Macau was inconclusive. I am not sure what Mr. Modi was trying to do but Mr. Modi instructed me and Mr. Wildblood to go to Singapore to attend a meeting with ESPN. Mr. Modi was also in Singapore when we flew there. May be it was 8th or 9th of March 2009 we flew to Singapore to the best of my memory. So far as I was involved the proposed meeting in Singapore with ESPN did not take place. I do not know about Mr. Modi but Mr. Andrew Wildblood was not involved in any substantive meeting with ESPN.

2. I am aware that simultaneously settlement discussions with Sony were going on but I don't know about the commercial aspects of that discussion, whether it involved more revenue for IPL. I am aware that increased value of Media rights was sought by IPL from Sony. IPL wanted increase of revenue from year 2 to 10. I can't say if Sony was not inclined to commit itself to year 6 to 10 at that stage. When myself and Mr. Wildblood flew to Singapore we were informed that ESPN was not willing to meet us unless the Sony Agreement was terminated and they were given certain assurances. ESPN gave us a document in Macau which contained indemnity clauses to assure ESPN that BCCI would

cover any risk of losses that may befall them due to any claim made by Sony on them. These were the sort of assurances that ESPN wanted before beginning discussions on the IPL media rights. **BCCI W4/63** shown to me indicates that Mr. Modi wanted Sony and WSG to reach a satisfactory solution for India rights and presented to BCCI. I am aware that due to other reasons that are security concerns, elections, there was lot of uncertainty about holding IPL. I am aware that Mr. Modi was travelling a lot in India during that period but I am not aware if he was travelling to meet various state functionaries in connection with holding of IPL. The email you showed me from Seamus O'Brien indicates that WSG felt that the issues that have arisen are between IPL and Sony and do not pertain to their contract. I do not know if WSG wanted additional protection if they were to agree to Sony's demand on them for year 6 to 10.

3. I don't remember if Sony was representing to BCCI that they have settled issues with WSG. I am aware that no final resolution had been found between all three parties but I cannot say if both Sony and WSG did not match upto IPL expectations. I am shown **BCCI W4/65**. The email record on the front indicates that this was sent to Star Group. As far as I recall Mr. Modi instructed me to draft that letter to send to potential interested parties to invite offers for IPL media rights so I duly drafted that letter. At that stage Sony while agreeing even for taking ground sponsorship rights wanted BCCI to sue Reliance for breach of Big TV deal. As far as I recall Sony was asked by BCCI to provide bank guarantee of the minimum guarantee amount for the drinks break revenue and also for the enhanced amount out of ground sponsorship deal. Sony had sent a settlement agreement (**BCCI W4/67**) on 11th March 2009. According to this Sony put a liability on WSG for year 6 to 10 at Rs. 150 Crores. To my knowledge there is no mail from WSG accepting this proposal. I don't remember seeing any confirmation from Sony that they were willing to take the liability for year 2 to 10 and pay the monies as per this settlement agreement. I can't really comment on whether Sony was apprehensive to take the full 10 year right because of the size of the contract. I can't comment on the reasons behind it but it is certainly the case that in the 2008 agreement Sony only committed to take the rights for the first five years and this did not change in the settlement agreement.

4. It is correct that in the settlement agreement Sony did not provide for Bank Guarantee for the drinks break revenue and the ground sponsorship portion. I agree that at that time an opinion was formed in IPL for terminating Sony contract. Although I was not part of the strategic discussions, I recall being informed by Mr. Modi that BCCI was concerned that Sony may seek to prevent BCCI from entering into an alternative contract for IPL media rights with third party. I was made aware that BCCI counsel was asked to file Caveat in anticipation of Sony's action. I am aware that on the evening of 14th March 2009 Sony was served with a termination notice.

5. I agree there was a fixed price for ROW and India rights for year 6 to 10 with WSG but there was a mechanism to increase if there were increase in number of franchisees. WSG under their contract did not have any obligation to pay extra for exploitation of commercial time during drinks break. To my knowledge WSG was not responsible for the Big TV breach. Under the 2008 agreement WSG had no obligation to pay for ground coverage. It is correct that WSG (Mauritius) agreement dated 15.3.2009 did not cover ground sponsorship rights. It is correct that if the WSG (India) agreement of 2008 had not been mutually terminated, BCCI could only have sold the rights for year 2 to 5. In general I can say that offering rights for longer period rather than year 2 to 5 by BCCI would have appeared more attractive. Though it will be difficult for me to comment, other broadcasters may have reasonable apprehension about WSG selling year 6 to 10 rights to a competitor while bidding for year 2 to 5. I can't agree or disagree with your suggestion that the value addition of exploitation of year 2 to 5 would have gone in year 6 to 10. As in the case of previous questions, your present query whether BCCI could maximize the opportunity for time out if full 9 years were marketed cannot be answered by me since these are commercial matters which are not in my knowledge. I don't recall the exact figure but I do recall that the rights fee for year 6 to 10 in the 2009 WSG Mauritius contract was higher for year 6 to 10 than the rights fee payable under the WSG (India) agreement. The rights fee that WSG Mauritius agreed to pay had increased by an amount at least equivalent to what Sony had been proposing for ground sponsorship but WSG Mauritius was not granted any rights in relation to ground sponsorship for that contract.

X X X

Note: The cross examination of Mr. Paul Manning started at 6:00 p.m. and continued till 9:00 p.m. IST. The cross examination is inconclusive and shall continue on 25.8.2011 at 6:00 p.m. at Hotel Taj Palace, New Delhi.

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

(Paul Manning)

Date: 24th August 2011

**ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R.
AMIN**

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

Date: 25th August 2011

BCCI WITNESS NO.3

Mr. PAUL MANNING

X X X

**Continuation of Cross Examination of Mr. Paul Manning by Mr. S.S.
Hora, Advocate on 25th August 2011 at 6:00 p.m. IST at St. James Court
Hotel, Buckingham Gate, London**

1. It is not possible for me to say yes or no to your suggestion that if WSG had not agreed to terminate its original contract and enter new contract with BCCI, the BCCI could not have generated value that it has now

ended up generating. But I can say that if WSG had not terminated its contract BCCI could not have sold the media rights for the Indian subcontinent for years 6 to 10. I am not aware who persuaded WSG to terminate its contract. I was merely instructed by Mr. Modi that they have agreed and I was asked to draft the necessary documentation. It is not for me to comment whether by WSG's termination BCCI stood to gain benefit.

2. I am not sure of the date but I know Sony moved the Bombay Court for injunctive relief. I don't know the date, I was not involved in the court proceedings and do not know the details but I was told that Sony had obtained some kind of relief. I was informed that the effect of the relief granted prevented the BCCI from giving the rights to third party. I am aware that Mr. Modi filed an affidavit into court that an agreement had been entered into at 3.00 a.m. on 15th March 2009. The agreement with WSG Mauritius has been witnessed by me. Mr. Venu Nair and Mr. Andrew Georgio had been representing WSG India as well. Sony had said prior to termination that they would move a court for all available legal remedies. I recall being informed that talks had taken place with other broadcasters prior to termination of Sony agreement for India rights. I can't really comment whether such talks took place in order to have an alternate broadcaster in place to immediately create third party interest at the time of the termination of the Sony agreement. Whether this would have brightened the prospect of preventing Sony from obtaining relief in court is a matter I cannot comment on and a person conversant with Indian Law may be able to. It is difficult for me to comment whether BCCI would have been prejudiced if third party interest had not been created with WSG Mauritius. If Sony had obtained an injunction against BCCI, the BCCI would have been prejudiced the injunction would have prevented BCCI from having freedom to act. It is correct that IPL tournament was starting soon and I was made aware that there was pressure to ensure that the media rights situation was resolved. The WSG Mauritius agreement dated 15th March 2009 was not wholly drafted by me and WSG Mauritius did have its comments. This agreement is broadly similar to the one drafted in 2008. I agree that there have been settlement negotiation with Sony in the run up to WSG Mauritius contract being signed. It is correct that the value of the media rights contract was also under negotiation. WSG Mauritius contract did not require a great deal of additional negotiation after the Sony agreement

had been terminated because the draft agreement had broadly been done before the Sony contract had been terminated and therefore it could be done in a short span of time.

3. On seeing the agreement which is at Page 136 in Volume 8, I can confirm that the time recorded at the bottom of the WSG Mauritius is roughly 2.47 a.m. and that records with my recollection of when the agreement was concluded. I am not sure why it was done at that time but I was told to get the agreement draft ready. I am not sure why WSG chose to contract through its Mauritian entity and I cannot say whether it was to offer legal advantages in case Sony chose to bring legal action. It is correct that WSG India agreement was terminated by mutual agreement. Strictly speaking there need not be any consideration to BCCI for termination of the WSG India agreement but I agree that under the deed the consideration to BCCI was that the WSG contract of 2008 was terminated. Yes the agreement stated that in lieu of terminating the old contract WSG would be entitled to new contract from BCCI.
4. **Question:** Can you say what is “Good and Valuable consideration” mentioned in the agreement?
5. **Answer:** As far as I can recall that refers to the agreement of WSG to terminate the 2008 agreement. I again say it was intended as a “catch all” because strictly speaking no consideration needed to pass as it was executed as a deed. The gain for WSG was a separate contract for India with a Mauritian arm and a separate contract for ROW with WSG India. There was a clause in the WSGM agreement that in case it did not sublicense the agreement within 72 hours the rights would revert to BCCI. Mr. Modi had told me that as IPL tournament was round the corner it was necessary that WSGM who were a marketing agency had confirmed arrangements with a broadcaster in a short time.
6. To the best of my recollection the execution of WSGM agreement was followed by discharge of Sony injunction though I am not very much aware of the Indian procedure. I am not aware of the reasons why the Sony injunction was discharged. It is correct that the BCCI lawyers were handling the litigation and they asked me to do one or two things for them. As far as I recall I was asked to draft a settlement document between BCCI and Sony and I was asked to prepare extension letter for

WSGM agreement by the BCCI lawyers and Mr. Modi. I don't recall that Sony had asked the court to injunct BCCI from approving a broadcaster or sub-license agreement under the WSGM agreement. Yes I remember that on 15th March 2009 BCCI gave approval to WSGM to sublicense its rights to various broadcasters namely ESPN, NEO, STAR, TV18, NDTV, SUN and DOORDARSHAN. Again I was not a part of the strategy behind drafting this letter and therefore cannot say if this was done to ensure Sony did not obtain an injunction against selection of a broadcaster.

7. Yes I remember Mr. Modi asking me to prepare a template of sublicense agreement by which, the licensing agreements. I was not part of the strategy or discussion why that document was required, I was told by Mr. Modi to draft it and hence cannot say if this was done to prevent Sony from getting relief in the Court against approval of Broadcasters. I do not remember to whom I sent the template agreement, whether it was to BCCI legal team. I am now shown an email to Akhila Kaushik copying Mr. Modi on the 16th of March 2009 which seems to have an attachment of the WSGM sub licensing agreement to it. (Page 488 of Volume 11). It is true that the rights fee that the WSG M would have got from the sub licensee was to be decided between them and kept blank. I can't say who was to decide on that but in the template I had drafted it was left blank. Its correct nothing in the template agreement gave BCCI control over sub-license rights fee. As far as I can recall WSG M could have terminated the sub-license if it did not received the rights fee. There may be a curative period. From pg.586 Vol 11, I agree that the sub-license templates were to be shown to the Court. As far as I can recall I sent another sub-license agreement to Ms. Akhila Kaushik without the water mark. Except for the water mark, the other terms and conditions were the same as the earlier template.
8. I was told that discussions were on going by WSG M with various sub-licensees but I was not part of those discussions. I recall being informed that WSG and NDTV were in negotiations but I don't recall that subject to board approval of NDTV and WSG, the sub-licensing agreement had been signed. I recall being informed that WSG was also in negotiations with ESPN-Star and Sony. I am aware that ESPN had forwarded a term sheet containing legal and commercial aspects to WSG, which in turn forwarded it to me. I cannot comment if the WSG agreement had been

allowed to lapse it would have resulted in prejudice to BCCI since I was not part of running the said litigations. I don't remember drafting this extension letter dated 17th March 2009 (page 588 of Vol 11) but I do remember drafting extension letter on the instructions of Mr. Modi and BCCI lawyers. I don't know the reasons why the extension letters were drafted I was told to draft them and hence cannot say whether it was done so that no prejudice is caused to the parties and their rights are not affected in the legal action but the letter you have shown me states so. One of the extension letters that I drafted stated that the reason for granting the extension was that WSG has reached advanced stage in negotiations with broadcasters.

9. The email at page 587 of vol 11 is shown to me. This is an email from me to Mr. Modi attaching the extension letter I cannot say whether it was the final version. It is correct that I drafted more than one letter but I cannot say whether there were multiple letters. I can't say whether I sent the drafted extension letters to BCCI legal team because they were to be used in the litigation I was told to draft them by Mr. Modi and BCCI legal team - that's all I know. I am not aware that these letters were to be used to safeguard BCCI in the litigation by Sony. I am not aware if those extension letters were sent by BCCI on 17th and 20th March 2009. However I do recollect drafting extension letters. I can't comment whether if WSG M agreement had been allowed to lapse the consequences for BCCI in court proceeding would have been prejudicial. I can't comment that Sony failed to get an injunction because third party rights had already been created. I agree that in respect of one of those letters Ms. Akhila Kaushik spoke to me for drafting them. The document you have shown me (email dated 15th March 2009 marked as **BCCI W3/6**) states that ESPN as part of its terms offered to WSG wanted confirmation that the Sony agreement had been validly terminated. I confirm that in ESPN offer as set out in the document shown to me ESPN wanted BCCI to indemnify it in respect of Sony's claims and also wanted right to terminate if Sony's claim materialized. It is correct that in the document shown to me it limited the no of matches the IPL can hold in the Season 4 and 5 onwards as also the number of franchisees. I don't remember that whether these conditions forwarded by WSG were not agreeable to IPL.

10. I do not remember whether on 18th morning WSG had indicated that it had reached an agreement with Sony, neither the date nor such agreement. I don't recall whether it was because of this I was asked to draft the settlement agreement. I do recall being given certain provisions by WSG that were to be included in Sony agreement. As I recall it was my understanding that WSG and Sony had reached an agreement or they were close to reaching an agreement on how to exploit India rights. I was told that Sony wanted India rights on a direct basis from BCCI. This would have been possible only if WSGM did not have the rights for India. The rights had to come back to BCCI for them to be granted to Sony by BCCI. For this either WSGM had to relinquish India rights or mutually terminate agreement with BCCI or not have another extension thereby allowing rights to lapse. These ways could have achieved it though there may have been other ways available.
11. Exhibit **BCCI W3/7** which you have shown, shows that Mr. Venkatesh Dhond and Ms Akhila Kaushik were informed that a deal had been concluded with Sony and also asked for advice of additional documents which needed to be signed. **BCCI W3/8** is a mail which does suggest that Mr. Sundar Raman sent me revised format of consent terms on 18th March 2009 as drafted by BCCI litigation team. I confirm BCCI W4/77 which is an email dated 18th March 2009 by which I sent the settlement agreement to Ms. Akhila Kaushik with copies marked to Mr. Sundar Raman and Mr. Modi. I was also seeking instructions of Ms. Kaushik on waiver terms in the settlement agreement. I confirm the mail trails between myself and Ms. Kaushik in this regard which is marked as **BCCI W3/9**. As far as I can recall Sony was to withdraw the case it had filed against the BCCI.
12. It is certainly the case that once we were told that Sony wanted to have a direct contract with BCCI that we would use the IPL broadcast agreement. The email that you have shown me dated 18th March 2009 marked as **BCCI W3/10** indicates that I was waiting for confirmation of WSG on the Sony deal so that we could proceed with the drafting of the agreements. From the document shown to me marked **BCCI W3/11**, I can say that Mr. Sundar Raman was giving inputs on the proposed agreement with Sony concerning the reach of the channel as required by IPL. The email that you have shown me marked as **BCCI W3/12** confirms that Sony was agreeable to pay the same amount as the WSG

rights fee but they wanted to take into account the money they had already paid for 2009. The email you have shown marked as **BCCI W3/13** states that Andrew Georgio spoke to me and stated that Sony had drafted their own agreement and I objected to it advising Mr. Modi that it is our rights agreement or nothing at all. The document shown to me marked as **BCCI W3/14** says Mr. Modi wanted the legal team of BCCI to co-ordinate with Sony to ensure that no judgment is passed by the court the following day. I was led to believe that Sony was prepared to settle its case in view of understanding it reached with WSG. I agree that settling the dispute with Sony and entering into new agreement with Sony certainly avoided the possibility that the third party broadcaster would seek to obtain protection against any claim from Sony in any agreement it might reach with BCCI.

13. Yes I am aware that dispute of BCCI with Sony was widely reported in the media in India. I cannot comment if the dispute had put advertisers in a fix as to with which party they should book ads for the impending IPL. I remember that Mr. Modi had written to advertisers on 19th March 2009 stating that IPL is back on Sony and all has been resolved with Sony. The witness confirms BCCI W4/82 and 83.
14. I was led to believe that WSG and Sony had reached an understanding between themselves subject to Sony and IPL agreeing on contractual terms. I don't recall if Sony's input to contractual terms were being brought by WSG at that time. As I said earlier that WSG was providing certain terms to be put in the contract.
15. Nick Fitzpatrick was a lawyer instructed by Sony. It is correct that on 19th March 2009 Nick Fitzpatrick sent a draft agreement with Andrew Georgio and myself track changing my first draft. Amongst other things he wanted limitation on termination rights. As far as I recall these changes were not acceptable to me and I advised that certain of the changes including limitation of termination rights were not acceptable to me. I confirm the document shown to me marked BCCI W4/85.
16. I recall a meeting at JW Marriot, Bombay being arranged by WSG between Sony and IPL with them. I was in Bombay at that time. I don't recall if it was WSG's idea that we should start with my agreement but that was the basis on which we entered that meeting. I confirm the mail

trail dated 19th March 2009 in this regard which is marked as BCCI W4/86. It is correct that on 19th March I had also given my mark up of Sony draft and circulated it to Andrew Wildblood, John Loffhagen and Lalit Modi. I confirm the mail trail dated 19th March 2009 marked as **BCCI W3/15**.

17. Mr. Modi forwarded to me the details that ESPN had sent to WSG and Mr. Modi instructed me to prepare a draft agreement including such terms from the ESPN Star document that were acceptable. I confirm the email trail dated 20th March 2009 in this regard marked as **BCCI W3/16**.

X X X

Note: The cross examination of Mr. Paul Manning started at 6:00 p.m. and continued till 9:15 p.m. IST. The cross examination is inconclusive and shall, subject to orders passed in Mr. Modi's application, continue on 1.9.2011 at 6:00 p.m. at Hotel Taj Palace, New Delhi.

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

(Paul Manning)

Date: 25th August 2011

ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R. AMIN

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

Date: 15th September 2011

BCCI WITNESS NO.3

Mr. PAUL MANNING

X X X

**Continuation of Cross Examination of Mr. Paul Manning by Mr. S.S.
Hora, Advocate on 15th September 2011 at 6:00 p.m. IST at St. James
Court Hotel, Buckingham Gate, London**

1. It is correct that around 20th March 2009 Sony was insisting on a non terminable contract. I am aware that discussions were taking place with ESPN Star at that time. BCCI W4/87 is an email dated 20.3.2009 to various recipients which states that because of Sony's insistence on a non terminable contract the same was not acceptable hence, the lawyers were asked to get the judgment from the court. As per the email BCCI W4/89, the witness states that WSG contributed to the resolution of the termination clause in the contract.
2. My recollection is that Sony during the discussions wanted to limit the number of teams to eight. I do not recall if the termination clause and the limitation on number of teams were the main issues between Sony and BCCI around the 20th March 2009 but they were certainly among the issues that remained outstanding.
3. The letter at page 599 of vol 11 indicates that on 20th March 2009 extension of 72 hours was granted to WSG. As I said earlier, on being

shown the letter mentioned above, I can say that I was involved in the drafting of this letter and various other letters on the instructions of Mr. Modi and Ms. Kaushik. I believe the reasons for granting the time extension has been stated in the letters.

4. On 19th of March 2009 I was informed by WSG that WSG and Sony had reached an understanding between them concerning the inclusion of a provision in the BCCI/Sony agreement pertaining to receipt of money by WSG from Sony under their separate side agreement. I do not recall the reason behind the insertion of the clause in the earlier 2008 BCCI Sony agreement which required WSG's approval for extension of Sony's rights for years 6 to 10. It is correct that the contract specifies WSG and Sony have to sign the extension notice for extending Sony's rights for years 6 to 10 and therefore required approval of both Sony and WSG. No such mechanism of approval of WSG was provided in the agreement of 2009. The clause in the 2008 agreement prevented BCCI from having a direct deal for years 6 to 10 with Sony bypassing WSG. In so far as the clause ensured that WSG was involved in such extension, this clause protected WSG's interest. I agree that the clause given by WSG on 19th March 2009 would have protected their interest in respect of the new agreement with Sony.
5. It is not unusual for somebody to ask for compensation to give up its rights in favour of the other party as was the case of WSG seeking compensation as per the contract.
6. Mr. Nair and Mr. Georgiou informed me orally of the need for such a clause in the contract and I was emailed the draft clause later. All three of us were in India at that time. It was either on the 21st or early on 22nd when I prepared an execution copy of the agreement of BCCI directly with Sony. It is correct that I prepared this version as an execution version which is found in page 600 to 698 in vol. 11. It is correct that the agreement states of WSG notice in case of Sony default upon which BCCI was required to terminate the Sony contract which I referred to in my witness statement.
7. In the template of the sub-licence agreement there is a provision for payment of sub-license fee and therefore if WSG had sub-licensed the

media rights to Sony, Sony would have had to pay a fee, unless agreed otherwise.

8. On being shown page 700 to 744 of vol 11 I confirm that I had also prepared a draft of the BCCI- WSG agreement. Clause 29.A.2 of the draft WSG agreement dated 22nd March 2009 that I prepared, corresponds to clause 27.5 of BCCI WSG agreement dated 25th March 2009 with some minor changes. I wish to clarify that though I prepared the draft WSG agreement, this particular clause was provided by WSG.
9. It is correct that as per the draft agreement of 22nd March 2009, the rights would have reverted to WSG if Sony contract was terminated. As per the 22nd March 2009 draft agreement, the rights free payable by WSG if the reversion of the Indian rights took place would have been the same as the rights fee payable under the 15th March 2009 agreement with WSG Mauritius.
10. Upon being shown email from Mr. Modi marked in page 699 of volume 11 I confirm that Mr. Modi wanted many changes in the draft of 22nd March 2009. It is correct that the agreement of 25.3.2009 with Sony did not provide rights would revert to WSG if the agreement was terminated. In this agreement in fact the rights would revert back to BCCI. On Sony termination, the BCCI was to hold talks with WSG as per this new agreement which meant we were basically going back to the same position as in the 2008 agreement.
11. It is correct that on 23.3.2009 I informed Mr. Modi that Sony does not want pro-rata increase in rights fee for additional franchisees and that I had also sent the agreement to ESPN Star as contained in document found in page 790 of vol. 11. Mr. Modi told me that he wanted IPL to retain the right to increase the number of franchisees. He also wanted pro-rata increase of rights fees on increase of number of franchises.
12. On being shown document BCCI W3/17, I confirm that in order to send the 3rd extension letter from South Africa, I prepared and sent the same to Mr. Modi. Document marked as BCCI W3/18 is the draft third extension letter dated 23rd March 2009 from Mr. Modi to WSG Mauritius which I prepared.

13. Till 23rd March neither Sony nor ESPN could bring their contractual clauses in line with BCCI's requirements or BCCI agreement dated 15th March 2009. Ideally, we wanted to sign the media rights agreement as quickly as possible and freeze the media rights value. I was not fully aware of the Sony litigation and cannot say if the main matter was pending and only the interim application had been decided. Since I was not involved in the strategy of the litigation and hence cannot say if the WSGM agreement had expired, Sony would have had a chance to move the court again. I cannot also comment whether since the rights would revert back to BCCI Sony may have prevented BCCI from dealing with the rights. I recall being generally informed that Sony had a chance to litigate further and there was pressure to get contract signed while there was no court order in place.
14. It is correct that BCCI may have been left in the lurch without any broadcaster if the WSGM agreement had been allowed to lapse because it had already terminated the 2008 agreement and there would have been no contract for its media rights. I don't recall that WSG proposed an agreement without any deadline as was done in the first agreement. On being shown an email dated 22.3.2009 marked as BCCI W3/19, I confirm that there was a proposal for a revised 15 March agreement with WSG without a sub-licensing expiry dead line. I agree that around 23rd, 24th March 2009 a new agreement was agreed to be entered with WSG.
15. I was not there when the document was signed and hence I do not know if the 25th March 2009 Sony agreement was signed by the parties after a few days around 7th April 2009. I agree that there would inevitably some delay in execution of the agreement since the parties were at different places.
16. That WSG owned IPL TV rights on 23rd March 2009 was the basis upon which I was working. I was led to believe that WSG owned the rights and could sub-license the rights to a broadcaster and that was the basis on which I was working.

17. It is true that on 19th March 2009 an impression had been created that Sony was the broadcaster and after Sony not agreeing to BCCI's terms that had to be dispelled.
18. It is correct that prior to MSM contract dated 25th March 2009 being finalized WSG had signed in Mumbai a BCCI WSG contract for Rest of the World rights and that was signed by WSG on 22nd or 23rd March 2009. As far as I know Mr. Modi did not countersign that contract. I do not know the reason or that it was because he was leaving for South Africa. I do know that the contract signed by WSG on 23rd March 2009 was not the same as the BCCI/WSG contract finally signed dated 25th March 2009.
19. It is correct that email dated 23.3.2009 referred to in my affidavit at paragraph 6 was sent to the same set of advertisers to whom earlier email of 19th March was sent by Mr. Modi. This was also sent to ESPN-STAR, NDTV, WSG and Sony who were all negotiating for IPL rights.
20. The email shown to me suggests that on 24th March 2009 Sony agreed to increase in the Franchisee subject to Board approval. This document is BCCI W4/94. On 25th March 2009 ESPN Star also sent an agreement for IPL media rights which is already on record as BCCI W4/95.
21. Amongst the number of issues which had to be finalized, it is true that once Sony agreed for increase in franchisees, the agreement was concluded. At this stage, Shri. Hora places on record 8 emails, marked as BCCI-W3/20 colly.
22. It is correct that in the new contract with Sony the amounts receivable by BCCI were substantially more than the old contract.
23. I believe that the confirmation of WSGM rights being extinguished was signed after the finalization of the BCCI-MSM agreement.
24. I do not recall if around February 2010 IPL wanted to exploit the 150 secs FCT available to it under the contract with Sony. On being shown BCCI W4/23, I confirm that BCCI intended to exploit 150 secs FCT

around February, 2010. It is correct that the 2000 secs allotted to Sony was not limited to the actual live telecast of the match but referred to the feed . BCCI W3/21 is a document between me and Sony dated 08.04.2009 which I admit. IPL had maintained its position that 2000 secs was from the time of the feed starting and ending with the match.

25. I do not know who proposed an agreement, but I know that an amendment agreement for allowing IPL to exploit 150 sec FCT was negotiated, amongst other proposals. I agree that Sony wanted change in the provision dealing with the Bank guarantee to be provided by Sony, by way of an amendment agreement. They wanted to include the change in the amendment agreement. It is correct that originally Sony wanted IPL's exploitation of 150 secs after Sony's exploitation of its 2600 secs. I believe it is correct that Sony wanted BCCI to focus on ground hoardings while BCCI wanted the airtime at its disposal for exploitation. It is correct that Sony wanted amendment in the agreement for miscues. The witness confirms BCCI W4/23.
26. To the best of my recollection it is correct that Sony wanted a change in the payment date of rights fee for additional matches. It is correct that IPL agreed for this concession if Sony agreed to IPL's terms. The witness confirms BCCI W4/24.
27. Sundar suggested that Sony proposed a change to the bank guarantee provision which allowed for Sony to submit bank guarantees in the same format as those provided in 2008 and 2009. . The witness confirms BCCI W4/25. I was of the view that IPL should not change the provision in the Sony contract dealing with bank guarantees as this would compromise its interests. The witness confirms BCCI W4/27.
28. It is true that there was an issue that WSG might object to insertion of commercial advertisement by IPL into the feed. It is correct that Mr. Modi stated in his email exhibit BCCI W4/26 that if WSG did not like it they can return the rights.
29. It is correct that Sony again insisted on the Bank guarantee format while my advice was IPL should not agree to this. It is correct that based on my advice IPL decided not to change the bank guarantee. BCCI W3/22

is a email in this regard. BCCI W4/28 and BCCI W4/29 are confirmed by witness.

30. Sony stopped insisting on changes to the Bank guarantee because a compromise had been reached and wanted that 150 seconds FCT should not be given to one sponsor only and this was agreed by IPL. Sundar informed that they were agreeable not to give it one sponsor only. It appears that from exhibit W4/30 that settlement between BCCI and Sony for exploitation of 150 Seconds FCT was reached on 5th of March 2009.

X X X

Note: The cross examination of Mr. Paul Manning started at 6:00 p.m. and continued till 9:00 p.m. IST. The cross examination is inconclusive and shall continue on 16.9.2011 at 6:00 p.m. at Hotel Taj Palace, New Delhi.

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

(Paul Manning)

Date: 15th September 2011

**ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R.
AMIN**

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

Date: 16th September 2011

BCCI WITNESS NO.3

Mr. PAUL MANNING

X XX

Continuation of Cross Examination of Mr. Paul Manning by Mr. S.S. Hora, Advocate on 16th September 2011 at 6:00 p.m. IST at St. James Court Hotel, Buckingham Gate, London

1. I admit the email of 3rd February 2010, sent to Mr. Modi in reference to the commercial exploitation of 150 seconds FCT along with an amendment agreement marked as **BCCI W3/23 (Colly)**. I sent an email dated 15.02.2010 to Sony along with a copy of an agreement marked as **BCCI W3/24 (Colly)**. I had sent a revised agreement on 17.02.2010 marked as **BCCI W3/25(Colly)** which was also sent to Sony on 18.02.2010. There was a reply mail from Mr. Ashok Nambissan on 19.02.2010 marked as **BCCI W3/26**. I felt that because of insertion of commercial elements in the feed the WSG agreement should also be amended. It is correct that Mr. Modi said that since the insertion is part of IPL feed we should avoid amending the WSG agreement. This is found in email dated 08.03.2010 marked as **BCCI W3/27**. I sent a version of the agreement on 05.03.2010 but I am not sure if this was the final version incorporating the FCT insertion as agreed, which is marked as **BCCI W3/28**. The email shown to me says that before sending the earlier referred agreement I had spoken to Mr. Ashok Nambissan. I must have got instructions from either Mr. Sundar Raman or Mr. Modi. I do know that IPL used some or all of the 150 secs FCT for commercial exploitation.
2. I am aware that some of the sub-licensees of WSG were not broadcasting IPL in HD and I had brought it to the notice of Mr. Modi. As per the agreement WSG or its sub licensees were entitled to convert the HD feed into SD at their own costs. Mr. Modi wanted all broadcast to be made in HD. In this regard I sent a mail dated 26.01.2010 to Mr. Modi marked as

BCCI W3/29. I also drafted a letter regarding sub-licensing arrangements etc. I sent **BCCI W3/29** on instructions of Mr. Modi. I had given three days time to WSG to provide this information. Mr. Modi told me that we should push the issue of broadcasting in HD and should not hesitate to terminate the agreement, if required. The mail from Mr. Modi in this regard is marked as **BCCI W3/30**. I admit the letter sent in this regard to WSG Officials marked as **BCCI W3/31**. It is true that Mr. Modi told the WSG officials there would not be any relaxation of the deadline sent by me as found in copy of email sent to me marked as **BCCI W3/32**. Mr. Modi told me to go through the WSG contract like we did for the Sony contract and suggest which of the obligations WSG was not complying with. Pursuant to the request of Mr. Modi I indicated possible areas of breach by WSG as per email marked as **BCCI W3/33**. Mr. Modi said that we have to monitor WSG globally as in the case of Sony and this process has to be started as soon as possible, marked as **BCCI W3/34**. I was aware that ITV was the sub licensee of WSG.

3. OFCOM is the entity which regulates, among other things, the contents of broadcasts in UK. For example advertising, suitability of contents for children etc. are governed by OFCOM. I wrote a mail to Mr. Modi stating that ITV which is a WSG Sub licensee in the UK was obscuring DLF IPL Logo and SMS scroll already marked as BCCI W4/99. I am of the opinion this obscuring could have been done due to OFCOM regulations. Mr. Modi felt IPL feed should not be obscured during broadcast. I prepared a notice to be sent to WSG and circulated it internally to Mr. Modi, Mr. Sundar Raman and Mr. Andrew Wildblood. This notice was drafted on instructions of Mr. Modi. On 22.03.2010, I sent this notice to WSG found in BCCI W4/101 Colly. WSG thereafter gave a response that they have asked ITV about the alterations in the graphics and they would revert soon with response. I thereafter sought various other queries from ITV and Mr. Modi told me that I had to get tough on this issue. The mail trail in this regard is already on record in BCCI W4/102. It is correct that on 7th April 2010 WSG asked ITV some of the queries which I have raised from ITV. I felt that it was not full description of my queries which I wanted answered from ITV. The response in this regard is already on record BCCI W4/103. ITV replied that they were required to blur out IPL logos because of the OFCOM regulations, their reply in this regard is also part of BCCI W4/103. I felt that ITV might have an argument but it was still worthwhile to make

certain points to ITV and WSG. I can't recall if I felt that ITV may have a plausible defense but WSG was to comply with its agreement and could not have blurred the IPL feed. I felt that WSG and ITV still had a case to answer on the issue of breach. My mail in this regard is on record as BCCI W4/104. It is correct that Mr. Modi asked me to serve termination notice on WSG in this regard. The witness confirms the mail trail BCCI W4/105.

4. After Mr. Modi's suspension the amendment agreement regarding FCT regarding which mails have been exchanged were not signed, as far as I know. I consider that the change to the clause regarding Bank Guarantee would be a major concession in respect of IPL contracts because bank guarantees are crucial to BCCI.
5. I am aware that BCCI has entered into a new agreement with Sony on 25.06.2010. I was not involved in drafting of new Sony agreement. I am not aware as to who on behalf of BCCI drafted the agreement. Pursuant to instructions from Modi and BCCI the template for media rights agreement have been developed by IMG. I was not aware whether Sony's lawyers worked on the IMG template in respect of the Media Rights Agreement signed on 25.06.2010. I don't know the reason why IMG was not involved in signing the new agreement in 2010. I have not given much thought whether this was strange. It is true that for giving IPL the right to exploit FCT Sony wanted a relaxation in conditions of Bank Guarantee. The amendment agreement contained the number of issues so it was not just a question of FCT and Bank Guarantee and each side wanted to bargain on several issues. On seeing the 2009 Sony agreement and the 2010 Sony Agreement regarding the Bank Guarantee clause, I say that in 2010 agreement Sony got what it wanted in respect of alteration of the Bank Guarantee clause. It is correct that while amendments were being undertaken it was understood that IPL FCT of 150 seconds would be simultaneously exploited with exploitation of Sony's 2000 seconds FCT. My reading of the clause of IPL promotional FCT is that under the New Sony Agreement only after Sony has exploited full 2600 seconds can BCCI have 150 seconds time to promote itself.
6. The clauses of BCCI selling commercially the airtime to 3rd party commercial advertisers and more particularly the amendment clauses

5.3(iii) to 5.3(vi) are not there in the New Agreement. I agree that if Sony wants to exploit 2600 seconds first, it would be highly uncertain whether time would be available 150 secs FCT even for promotional time in the hands of BCCI. I would agree that as compared to the amendment agreement the clauses in respect to the exploitation of FCT in 2010 agreement are more advantageous to Sony.

7. It is correct that Venu Nair had informed that he would be signing ROW agreement on 12.04.2010 when he would be in Cape Town and meet Mr. Modi this mail is marked as **BCCI W3/35**. It is correct that on 7.4.2009 I had sent revised ROW agreement comparing it with the 2008 WSG contract and the version which WSG had signed in Mumbai prior to MSM contract being finalized the email in this regard is **BCCI W3/36**. I can't comment on the commercial part of the 150 FCT issue as that is not my area of expertise.
8. It is true that a draft was prepared for ITT of theatrical rights by Mr. John Loffhagen and I was asked to make some corrections on it. Yes the tender was drafted before 2009 IPL. I am not aware of whether the tender was issued or not in 2009 prior to the second IPL. It is correct that the tender did not restrict the bidder but allowed it by itself or through a 3rd party to have access to Cinema Halls in India installed with equipments capable of receiving and exhibiting of HD feed. It stands to reason that more the number of screens more people would see it and therefore reach of IPL would be more. It is correct that it was a global tender. The tender was not restricted to only those who have infrastructures but market companies could also participate. I am not aware that there was any objection regarding the tender conditions. I was informed by Mr. Modi or Mr. Sundar Raman that ESD had won the bid. It seems to be the case from this document that even after assignment was permitted to ESD, it would still be liable for all its responsibilities under the agreement.
9. It is correct that post 15th March 2009, WSG either through Indian or Mauritius arm would have the Indian media rights. I am aware about the WSG revised ROW agreement that was drafted post 15th March 2009 and prior to the Sony agreement dated 25th March, 2009. It is correct that the agreement was prepared on instructions of Mr. Modi. I am aware that WSG signed a version of the ROW agreement, though it was not a final

version on or around 23rd March 2009. As far as I know Mr. Modi did not sign that version of the agreement. I don't know why Mr. Modi did not sign that agreement and I am not aware if it was because he had to leave for South Africa for organizing IPL-2. It is true that paragraph 6 of my witness statement does not mention that WSG has signed a ROW agreement on the 23rd March 2009. It is also true that paragraph 6 of my witness statement does not mention that I was preparing other agreement for ESPN Star. It is true that as on 23.03.2009, WSG had entered into the agreement dated 15.03.2009 for Indian rights and that they had signed a version of the revised agreement for the rest of the world.

10. I spoke to BCCI's counsel yesterday morning and today morning. I did not volunteer any comment on cross examination of yesterday. He told me to review the cross examination record of yesterday which he had sent to me. I spoke to him once today but I prefer not to make any further comment about what had discussed. Again I prefer not to make any further comment as to whether BCCI's counsel made any comments on my cross examination of yesterday. I would not make any comment as to whether BCCI's counsel told me about the cross examination aspect of WSG agreement of 23.03.2009.
11. It is correct that one of the points I would like to clarify when I do clarify my yesterday's witness statement is the agreement dated 23.03.2009 signed by WSG. The only version which I received was the one Mr. Hora had corrected. I believe this was sent by the DC to BCCI counsel who then sent it to me. BCCI's counsel called me today between 9.00 - 10.00 a.m. BCCI's counsel told me that there were certain aspects of my cross examination in respect of 23.03.2009 agreement which requires clarification. He also stated that my statement in cross examination regarding the agreement dated 23.03.2009 was inconsistent with my witness statement that I had given in paragraph 6 of my witness statement and therefore requires clarification. I don't recall now whether it was BCCI's counsel who told me to ask to DC whether I could clarify my statement or whether I asked BCCI's counsel if I can ask DC to clarify my cross examination of yesterday. Yes it was decided between myself and the BCCI's counsel that I would be making the request to the DC to clarify my cross examination of yesterday.

12. **Witness volunteers:** that is because the cross examination of yesterday does not reflect what I said yesterday and does not accurately reflect the facts.

13. As far as I can recall, the ROW agreement did not have a sub-licensing deadline in the sense that the agreement would not have expired on not finding a sub licensee within a specified time. I recall the mail Ex BCCI W3/19 shown to me yesterday. It is correct that the sub licensing deadlines which WSG was not happy with did not pertain to ROW arrangement. I don't think I am aware of whether Venu Nair informed Ms. Akila Kaushik that WSG had signed an agreement on 23.03.2009. I think that in the said email the sub licensing arrangement with which WSG was unhappy as it had no exit option referred to the Indian rights. I don't remember drafting the agreement or being part of any discussions about that agreement. I do recall that Ms. Akhila asked me about the WSG agreement without a sub licensing exit in respect of India rights but since it was long time ago I don't recollect what exactly transpired then. It is correct that this was previous to the signing of the Sony agreement dated 25.03.2009. I don't remember giving Ms. Kaushik an impression that a new WSG agreement was in the offing. It may be the rest of the world agreement. I don't remember telling Ms. Kaushik that the extension letter drafted on 24.03.2009 was to be replaced by the WSG agreement. I remember I was told to do certain works by Mr. Modi. The document BCCI W3/19 states about a revised 15th March 2009 agreement which WSG were not happy to take. This email does not suggest that a revised agreement was actually drafted. I don't know who told me about the revised 15th March 2009 agreement referred to in the mail but I believe that any instructions regarding the WSG Agreement came to me from Mr. Modi apart from extension letters which Ms. Kaushik also gave instructions in relation to.

X XX

Note: The cross examination of Mr. Paul Manning started at 6:00 p.m. IST and continued till 9:00 p.m. IST. The cross examination is inconclusive and shall continue on 15.10.2011 at 6:00 p.m. IST.

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

(Paul Manning)

Date: 16th September 2011

**ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R.
AMIN**
BEFORE THE DISCIPLINARY COMMITTEE, AT HOTEL ITC
MAURYA, NEW DELHI

Date: 15th October 2011

BCCI WITNESS NO.3

Mr. PAUL MANNING

X XX

**Continuation of Cross Examination of Mr. Paul Manning by Mr. S.S.
Hora, Advocate on 15th October 2011 at 6:00 p.m. IST at St. James Court
Hotel, Buckingham Gate, London**

1. I am shown BCCI W4/107. This is the first time I am seeing this document. The document shown to me is an agreement between Sony, WSG that appears to relate to the agreements signed by BCCI with Sony and WSG on 21st January 2008. From my reading of the document it relates to the extension of Sony rights for India from year 6 to 10. From the document it appears that in lieu of extension for years 6 to 10, Sony was to pay WSG US\$ 35 Million additional TAM amount.

2. As per clause 2.4 if BCCI did not extend Sony's contract from years 6 to 10, WSG would have to grant a sub-license to Sony for that period. This would be on receipt of the amount from Sony. According to Recital B in the facilitation deed, it appears that the payment from Sony is for facilitation in respect of finalization of bids for media rights and finalization of Sony contract for 2009. The bids for media rights had taken place in year 2008. As per clause 7.2(g) of the facilitation deed, the representation by WSG to Sony appears to be that an agreement between WSG and BCCI had been terminated. However, the reference to the agreement says WSG agreement is defined as the one dated 23rd March 2009 and I am not aware of any such agreement signed between BCCI and WSG. Hence, I cannot comment on the nature of representation by WSG. As of the date of this agreement, my reading is that WSG did not make any representation that it had India rights. On 25th March 2009, when BCCI entered into an agreement with Sony, WSG did not have India rights.
3. It is correct that for BCCI to enter into agreement with Sony, WSG should not have had any India rights. It is correct that for BCCI to increase value for India rights for years 6 to 10, it was necessary for it to enter into an understanding with WSG who held those rights under the 2008 agreement. I cannot comment whether the agreement dated 15th March 2009 between BCCI and WSG safeguarded BCCI's interest in Court proceedings. My understanding is that on basis of the agreement dated 15.3.2009, WSG entered into negotiations with Sony, ESPN and NDTV.
4. The extension letters were issued ostensibly because WSG was in an advanced stage of negotiations with prospective channels. Without looking at the letter, I cannot say the same were issued in order to protect the interest of BCCI in court proceedings. It is correct that on signing of the new Sony contract congratulatory messages were sent by BCCI members to Mr. Lalit Modi and myself. I don't recall receiving any message stating that Sony was a defaulting party and hence Sony should not be given the contract. From my reading of the two contracts namely the facilitation deed and the mutual termination deed between BCCI and WSG with regard to India rights appear to be separate contracts.

5. It is correct that Mr. Modi's efforts resulted in considerable enhancement of media rights for IPL. Mr. Modi had told me that he was willing to take stringent action against WSG when its telecast did not meet the required norms. IPL is a profitable tournament. Mr. Modi put in efforts to enhance the value of IPL rights. I did not have any dealing with other members of IPL Governing Council and hence cannot say whether they made any effort to increase the revenue of the IPL. During discussions on various contracts, I would give my advice to Mr. Modi and occasionally I would give advice to Mr. Sundar Raman.
6. I don't recall that on 19th March 2009, WSG had reached an understanding with Sony. I was told around that date that commercial agreement between WSG and Sony had been reached or almost been reached. It is correct that between 19th March and 24th March 2009 BCCI and Sony could not reach an understanding on the contract provisions. It is correct that BCCI and Sony could not reach agreement on provisions which were other than the provisions Clause No. 27.5 of BCCI –WSG and Clause No. 10.4 of BCCI-Sony contract.
7. Both WSG and Sony had agreed to the extension mechanism in the 2008 contract and thereafter it was put in. Clause 27.5 and Clause 10.4 in the two agreements respectively were inserted after WSG and Sony agreed and thereafter I was asked to take Mr. Modi's assent to the same which I duly did. It is correct that WSG's assent was necessary in the 2008 agreement for extension for Sony from years 6 to 10 since WSG held the rights for that period. On being asked whether BCCI would be handicapped in the matter of extension of Sony from year 6 to 10, since WSG's assent was necessary witness replied that this had been done on basis of Mr. Modi's instructions after I had explained the provisions and consequences to him. It was necessary for Sony and WSG to agree to clauses like extension clause in the 2008 contract and Clause 27.5 and 10.4 in the 2009 contract for them to be put under the agreement. Also BCCI had to agree to these clauses. It is correct that para 5 of my affidavit does not give the date nor the mode as to how and when did I inform the effect of the provisions given by Mr. Venu Nair and Andrew Georgio to Mr. Modi.
8. On a number of occasions the BCCI counsel has contacted me. He has discussed changes/amendments in the cross examination only once. I

don't recall him asking me to make a change in my cross examination. We discussed what the record said and the fact that it was not an accurate record of what I had said in my evidence or an accurate reflection of the fact. BCCI counsel either telephoned me or asked me to telephone him and during that call we discussed whether the transcript was an accurate record of my evidence or of the facts. It is correct that BCCI counsel made the call or my call to him was with regard to the change required in my evidence with regard to WSG agreement dated 23rd March 2009. I had sent a mail correcting my cross examination record on 30th and 31st October 2010. As far as I remember, when I sent the said correction, BCCI counsel did not contact me. I had received the transcript and sent the correction myself. I don't remember who had sent the transcript to me. As far as I can recall the agreement signed by WSG for ROW rights on 23rd March 2009 was signed by WSG Mauritius and not WSG India.

9. I believe that the 15th March 2009 agreement of mutual termination between WSG and BCCI envisaged WSG India to sign ROW agreement and WSGM to sign India agreement. **BCCI W3/37** is a mail written on 24th March 2009 from Ms. Akhila Kaushik which states that she believed that a new agreement had been signed. I believe that Venu Nair had told Akhila Kaushik that WSG had signed an agreement for ROW rights and not India rights. In **BCCI W3/37** the letter I drafted was extension letter for India rights. It is correct that in response to my mail Akhila stated that she believed a new agreement had been signed.
10. It is incorrect to suggest BCCI counsel asked me to change my cross examination in respect of WSG signing agreement on 23rd March 2009. BCCI Counsel told me that it is possible to make a request to the Disciplinary Committee to amend my cross examination. I deny your suggestion that I changed my response to WSG agreement dated 23.3.2009 on 16th September 2011 on prompting of BCCI counsel. It is incorrect to suggest that the President BCCI in May 2010 asked for explanation from IMG and since our explanation was not satisfactory, he threatened us with termination. It is correct that in that meeting I informed the BCCI President that I had advised Mr. Modi the position with regard to clause 27.5 and 10.4 in the agreements. I deny your suggestion that the theory of advice was developed in that meeting with the President. I deny your suggestion that I never advised Mr. Modi regarding those clauses. I have no knowledge if after Mr. Modi's

suspension IMG was threatened of termination by BCCI President. I don't recall and hence cannot comment to your suggestion that when we met the BCCI President in May 2010 I was asked to depose against Mr. Modi.

11. In response to your suggestion that IMG has considerable financial interest in IPL, I state that we are paid for our services and cannot comment. It is incorrect that for not putting IMG's financial interest in jeopardy I am offering evidence. I agree to your suggestion that my witness statement does not give full details of events leading upto agreement dated 25th March 2009 as well as other aspects of show cause notice of which I had knowledge. It is correct that in the statement only selective details had been given. I cannot comment on your suggestion that this was done at the behest of the BCCI so that full facts can be concealed from the Committee. I deny your suggestion that I deposed falsely before the Committee.

X X X

Note: The cross examination of Mr. Paul Manning started at 6:00 p.m. IST and continued till 8:30 p.m. IST. The cross examination is concluded. The witness is discharged.

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

(Paul Manning)

Date: 15th October 2011

ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R.
AMIN